

WASHINGTON TOWNSHIP REORGANIZATION MEETING MINUTES

JANUARY 2, 2019

The Clerk previously administered the Oath of Office to Committee members Ralph Fiore and George Willan.

Township Clerk Ann Kilduff called the 2019 Reorganization Meeting to order at 5:30 pm on this date at the Washington Township Municipal Building located at 211 Route 31 North, Washington, NJ 07882.

SUNSHINE LAW COMPLIANCE – The Clerk noted that this meeting was being held in compliance with the Open Public Meetings Law of 1975 in as much as a notice has 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; Klingel, present; Rossi, present; Willan, present; Kovacs, absent

STAFF PRESENT

Ann Kilduff, Township Clerk; Eileen Parks, Chief Financial Officer; Andrew Hart, Assistant Superintendent of Public Works; John Mooney, Nisivoccia LLP

SALUTE TO THE FLAG

NOMINATIONS FOR MAYOR

The Clerk asked for nominations for Mayor of the Township of Washington for 2019. Mr. Klingel was nominated by Rossi. Hearing no further nominations, a motion was made by Fiore, seconded by Rossi, to close nominations and appoint Robert Klingel as Mayor of the Township of Washington for 2019.

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

The Clerk congratulated Mayor Klingel and administered the Oath of Office before turning the meeting over to him.

Mayor Klingel thanked the Committee for the opportunity to continue to serve as Mayor.

NOMINATIONS FOR DEPUTY MAYOR

A motion was made by Fiore, seconded by Willan, to nominate and appoint Mark Rossi as Deputy Mayor of the Township of Washington for 2019. Hearing no further nominations, Mayor Klingel closed the nominations and appointed Mark Rossi.

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

APPOINTMENTS

A motion was made by Willan, seconded by Rossi, to approve the following appointments:

- Thomas Cicerelle
Emergency Management Coordinator, 3-year term, 12/31/2021
- Peter H. de Boer, Jr.
Deputy Emergency Management Coordinator, 3-year term, 12/31/2021

- Irene Brownell
Court Administrator, 1-year term, 12/31/2019
- Lisa Rudd
Deputy Court Administrator, 1-year term, 12/31/2019
- Lynn Alcamo-Koster
Violations Bureau, 1-year term, 12/31/2019
- Charles Carro
Municipal Prosecutor, 1-year term, 12/31/2019
- Donald Farino
Public Defender, 1-year term, 12/31/2019
- William G. Mennan
Municipal Court Judge. 3-year term, 12/31/2021

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

ORDINANCE

A motion was made by Fiore, seconded by Rossi, to introduce Ordinance 19-01, Ordinance Reauthorizing the Open Space Trust Fund for the Township of Washington, - **Introduction** (2nd reading, public hearing and adoption at the February 19, 2019 meeting)

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

**ORDINANCE NO. 2019-01
TOWNSHIP OF WASHINGTON
COUNTY OF WARREN
STATE OF NEW JERSEY
AN ORDINANCE RE-AUTHORIZING THE OPEN SPACE TRUST FUND
FOR THE TOWNSHIP OF WASHINGTON**

WHEREAS, the Township of Washington placed a non-binding referendum on the November 1997 general election ballot regarding the creation of an open space trust fund with a concurrent tax increase to assist in the creation of such trust fund; and

WHEREAS, by vote of 1164 in favor to 760 opposed, the voters of the Township indicated their interest in the creation of an open space trust fund and a concurrent tax increase to provide for the funding of such trust fund; and,

WHEREAS, after review of the referendum results and the parameters for the creation of such an open space trust fund and concurrent taxation source, the Washington Township Committee created an open space trust fund and concurrent funding source by the dedication of a specific tax to fund this open space trust; and,

WHEREAS, the Ordinance enabling such expired effective December 31, 2018; and,

WHEREAS, the Township Committee wishes to re-authorize the fund.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Washington, County of Warren, State of New Jersey that the Washington Township Committee does hereby re-authorize the Township open space trust fund and concurrent funding source, via a separate tax, as follows:

Section 1. There is hereby created a Washington Township Open Space Trust Fund, whose purposes are set forth below.

Section 2. The purposes of the Washington Township Open Space Trust Fund are as follows:

- A. To acquire/develop lands/properties within the Township for recreation (active and/or passive) and conservation purposes;
- B. To assist in the preservation of farmland within the Township wherein there is a funding necessity, either through matching grants for farmland preservation/ acquisition or through funding for the reservation of farming privileges and/or the acquisition of development rights as established by state law or the Warren County Board of Chosen Freeholders or their designees;
- C. To preserve historic properties, either through direct acquisition or providing matching funding for grants and/or loans; and,
- D. To provide funding for the payment of debt service related to appropriations in accordance with subsections A through C above.

Section 3. The funding source for the Township Open Space Trust Fund shall be the establishment of a separate Township tax line item at an annual rate not to exceed two (\$.02) cents per one hundred (\$100.00) dollars of ratables for each and every taxable property located within the Township. The rate shall be set every year by the Township Committee, by resolution, during the existence of the Township Open Space Trust Fund, no later than the meeting at which Township budget shall be introduced. The Township Chief Financial Officer, the Township Auditor, the Tax Collector and the Township Tax Assessor shall assist the Township Committee in the annual creation and collection of this open space tax.

Section 4. The determination of how the Township Open Space Trust Fund shall be expended at any time shall be at the sole discretion of the Township Committee and they shall be the final determiners of the allocation(s) of the Trust Fund during its existence.

Section 5. The provisions for taxation to create and fund Open Space Trust Fund and the existence of the Township Open Space Trust Fund shall cease to exist at the close of business on December 31, 2020 unless the Township Committee extends the duration of this Ordinance by the close of business on December 31, 2019.

NOW, THEREFORE, BE IT FURTHER ORDAINED that:

- a. All ordinances or portions of ordinances which are inconsistent with his Ordinance shall be repealed as to their inconsistencies only.

- b. The various parts, sections and clauses of this Ordinance are hereby declared to be severable so that if any part, sentence, paragraph, section of clause of this Ordinance is adjudged unconstitutional or invalidated by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.
- c. This Ordinance shall take effect immediately upon final passage and publication as required by law.

RESOLUTIONS

A motion was made by Fiore, seconded by Willan, to approve Resolutions 2019-01 through and including 2019-32.

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

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-01
RESOLUTION AUTHORIZING
TOWNSHIP OF WASHINGTON OFFICIALS TO SIGN CHECKS**

WHEREAS, it is necessary to designate certain Township of Washington Officials to be authorized to sign checks being issued by the Township of Washington, Warren County, NJ.

BE IT RESOLVED, that each check of the Township of Washington be signed by the following according to the availability, in the order listed, and that they hereby are authorized to sign during the year 2019.

- (1) CFO
- (2) Mayor
- (3) Deputy Mayor
- (4) Township Administrator
- (5) Township Clerk

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-02
RESOLUTION ESTABLISHING A CASH MANAGEMENT PLAN**

WHEREAS, P.L. 1993, Chapter 8, Local Fiscal Affairs Law, N.J.S.A. 40A:5-2, has amended to require that each municipality designate a Cash Management Plan for the deposit of local unit's monies;

NOW THEREFORE, BE IT RESOLVED, on this second day of January 2019 by the Township Committee of the Township of Washington, County of Warren, that the following Cash Management Plan be adopted by the Township of Washington:

A. Designation of Official Depositories:

1. The following financial institutions are designated official depositories for the Township of Washington funds:

| | |
|-------------------------|--|
| PNC Bank of New Jersey | Wells Fargo |
| NJ Cash Management Fund | NJ Arbitrage Rebate Management Program |
| TD Bank | BNY Mellon Bank |
2. Designated Official Depositories are required to submit to the Chief Financial Officer of the Township of Washington, County of Warren, a copy of the State of New Jersey, Department of Banking, Governmental Unit Deposit Protection Act notification of eligibility which must be filed semiannually in the Department of Banking as of June 30 and December 31 of each year.
3. Designated official depositories are required to submit to the Chief Financial Officer a copy of institution's "Annual Report" on an annual basis.

B. Deposit of Funds:

All funds shall be deposited within forty-eight (48) hours of receipt in accordance with state statute.

1. Operating funds shall be deposited into interest bearing accounts to maximize interest earnings.
2. Capital and debt service funds may be deposited into interest bearing accounts. Non-interest-bearing accounts shall be regularly monitored for the availability of funds for investments.
3. Trust funds may be deposited into interest bearing accounts. Non-interest-bearing accounts should be regularly monitored for availability of funds for investment except where either state or federal laws prohibit the earning of interest on such funds.

C. Designation of Allowable Investment Instruments:

The Township may permit deposits and investment in such depositories as permitted in section 4 of P.L. 1970, Chapter 236 (C.17:9-44).

D. Definition of Protection of Township Deposits:

1. All depositories shall obtain the highest amount possible Federal Deposit Insurance Corporation (FDIC) coverage of all Township deposits.
2. All depositories must conform to all applicable state statutes concerning depositories of public funds including coverage under the NJ Governmental Unit Deposit Protection Act.

E. Reporting Procedures:

1. The Chief Financial Officer shall prepare for the Township Committee a detailed listing of all investment purchasing in the prior month, specifying the amount, interest percent per annum, and maturity date.
2. The Chief Financial Officer shall prepare a schedule of outstanding investments for the independent auditors as of December 31 of each year and at other such times required by the auditors.

3. The Chief Financial Officer shall report to the Township Committee on a quarterly basis, the financial condition of each official depository holding township funds.

F. Maximum Maturity Policy:

Investments shall be limited to a maturity not to exceed one year on all operating funds unless a longer maturity is permitted within the provision of regulation promulgated by either the federal or state governments.

G. Investment Procedures:

Payroll and agency remittance funds shall be maintained in regular checking accounts.

Telephone bids will be solicited of at least three depositories by the Chief Financial Officer or his designated staff member.

The depository shall specify the principal amount of the investment bid, interest rate, and the number of days used to calculate the interest to be paid upon maturity. Interest paid shall be from the date the bid was awarded to the day of maturity.

All bidders may request the results of the bid after the bid is formally awarded.

A check or wire transfer of funds will be made available to the winning bidder the same business day the bid is awarded.

Each quotation shall be documented to the record the date and time of quote, the parties in the discussion, the instrument(s), maturities and rates. A bid form from the Township may be used. The winning depository must forward a confirmation letter to the Chief Financial Officer within 48 hours from the day the bid is awarded.

H. Compliance

The cash management plan of the Township of Washington, County of Warren shall be subject to the annual audit conducted pursuant to N.J.S.A. 40A:5-4.

I. Debt Service Projection – See Attached

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-03
RESOLUTION ESTABLISHING THE
2019 TEMPORARY BUDGET**

WHEREAS, N.J.S.A. 40A:4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the budget, temporary appropriations should be made for the purpose and amounts required in the manner and time provided; and

WHEREAS, the date of this resolution is within the first thirty days of January 2019; and

WHEREAS, the total appropriations in the prior year's budget, exclusive of any appropriations made for interest and debt redemption, capital improvement fund, is the sum of \$10,253,157.53; and

WHEREAS, 26.25% of the total appropriations in the 2018 budget, exclusive of any appropriations made for interest and debt redemption, capital improvement fund, is the sum of \$2,425,348.87 (Attached is the 2019 Temporary Budget.)

NOW THEREFORE, BE IT RESOLVED, that the required temporary appropriations be posted and that a certified copy of this resolution be transmitted to the Chief Financial Officer.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-04
RESOLUTION TO ESTABLISH
PETTY CASH FUNDS**

WHEREAS, N.J.S.A. 40A:5-21 provides for petty cash funds, application is hereby made for permission to establish a petty cash fund for the following office or department and amounts:

| | |
|-----------------------|-----------|
| MUNICIPAL CLERK | \$ 250.00 |
| POLICE DEPARTMENT | \$ 250.00 |
| DEPT. OF PUBLIC WORKS | \$ 250.00 |

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-05
RESOLUTION TO ESTABLISH REGULAR MEETING DATES
OF THE TOWNSHIP COMMITTEE AND BOARD OF HEALTH**

WHEREAS, pursuant to Chapter 231, Law of 1975, known as the Open Public Meeting Act, all meetings of all public bodies wherein formal action, decisions or discussions relating to the public business may take place, are required to be publicly announced and scheduled with adequate posting and advanced notice of time, date, location and to the extent known, the purpose or agenda of each meeting.

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

1. The following are designated as meetings of the Township Committee of the Township of Washington at which public business may be formally discussed, decided or acted upon. Executive sessions to be held, formal action may be taken:

PLACE OR LOCATION

TIME

PURPOSE/AGENDA

Municipal Building
211 Route 31 North
Washington, NJ 07882

7:15 p.m.
7:30 p.m.

Board of Health Mtg.
Regular Meeting

DATES - 3rd Tuesday of Each Month

January 15, 2019
February 19, 2019
March 19, 2019
April 16, 2019
May 21, 2019
June 18, 2019
July 16, 2019
August 20, 2019
September 17, 2019
October 15, 2019
November 18, 2019 (Monday)
December 17, 2019

In addition, such other meetings as the Township Committee of the Township of Washington, Warren County may require, shall be scheduled and held but pursuant to and with additional notice as is required by said statute

2. The Township Clerk of the Township of Washington is hereby authorized and directed to:
 - a. Post and maintain a copy thereof on the bulletin board in the Municipal Building.
 - b. File a copy of the within resolution with the Township Clerk of the Township of Washington, Warren County.
 - c. Mail copies to the Star Gazette and the Express-Times, the Official Papers circulating in Washington Township, and
 - d. Do all necessary hereafter to comply with said statute to the end that adequate public notice of all public meetings pursuant to such statute, be given according to law.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Township Committee of the Township of Washington, County of Warren, State of New Jersey makes notice that at anytime the regular scheduled Township Committee meeting, held on the 3rd Tuesday of each month, cannot be held due to unforeseen circumstances, said meeting will be held on Thursday evening of the same week, at 7:30 p.m. at the Municipal Building located at 211 Route 31 North, Washington, NJ 07882.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-06
RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS**

WHEREAS, Section 3 (d) of the Open Public Meeting Act, Chapter 231, P.L. 1975, requires that certain notices of meetings shall be submitted to two (2) newspapers, one of which shall be the Official Newspaper;

WHEREAS, the second newspaper designated by this body must be one which has the greatest likelihood of informing the public within the jurisdictional boundaries of this body of such meetings:

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

- (1) That the **STAR GAZETTE** (published weekly), Flemington, NJ is hereby designated as the Official Newspaper of the Township, to receive all notices of meetings as required under the Open Public Meetings Act.
- (2) The **EXPRESS-TIMES** (published daily), Easton, PA, is hereby designated as the secondary option for receiving notices of meetings as required under the Open Public Meetings Act if the Official Newspaper (The Star Gazette) cannot receive the notice in a timely manner or the Township deems it necessary or appropriate to notify both newspapers.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-07
RESOLUTION ESTABLISHING INTEREST
ON DELINQUENT TAXES AND ASSESSMENTS**

WHEREAS, R.S.54:4-67 implies that affirmative action on the part of the Governing Body is required to set the rate of interest on delinquent taxes and assessments.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Washington, County of Warren, that the 8% interest rate on delinquent taxes for 2019 to be computed quarterly, with a ten (10) day grace period, is hereby continued; in addition, the rate so fixed shall not exceed 8% per annum on the first \$1,500.00 of the delinquency, and the 18% (as allowed by state statute) per annum of any amount of delinquency in excess of \$1,500.00, with a ten (10) day grace period. An additional penalty of 6% shall be added on delinquencies in excess of \$10,000.00 which are not paid prior to the end of the calendar year. The penalty so fixed shall not exceed 6% of the amount of delinquency.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-08
TAX ASSESSOR / TOWNSHIP ATTORNEY STIPULATION**

WHEREAS, the Township Committee of the Township of Washington, County of Warren, State of New Jersey, has been informed by the Township Tax Assessor that, from time to time, the Assessor may resolve assessment appeals, need to file corrections on properties located in Washington Township and need to file omitted assessments and rollback tax complaints and appeals on behalf of Washington Township; and

WHEREAS, the law now requires the Township Attorney to sign and file all of these appeals and stipulations on behalf of the Township and Tax Assessor; and

WHEREAS, the Warren County Board of Taxation requires a resolution of the Township Committee to authorize such actions by the Township Attorney and the Township Committee desires to grant such authority to the Township Attorney, subject to the conditions set forth herein.

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

1. The Township Attorney of the Township of Washington be, and is hereby authorized, in conjunction with the Township Tax Assessor, in the name of the Township of Washington, to:
 - a. Execute stipulations relative to assessment appeals
 - b. Make corrections on assessments on properties located in Washington Township
 - c. File omitted assessments and rollback tax complaints and appeals with the Warren County Board of Taxation and, where applicable, the Tax Court of New Jersey
2. The authority herein granted shall expire on December 31, 2019 and it is conditioned upon the Township Attorney, in conjunction with the Township Tax Assessor, advising the Township Committee of all such actions taken by him and the reason therefore.
3. A copy of this Resolution, duly certified to be a copy thereof, shall be transmitted to the Township Assessor and the Warren County Board of Taxation.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-09
RESOLUTION AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT
FOR A TOWNSHIP ATTORNEY**

WHEREAS, the Washington Township Committee has a need to acquire services for a Township Attorney as a fair and open contract pursuant to the provisions of N.J.S.A. 20.5; and,

WHEREAS, the Washington Township Committee has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is ONE year; and

WHEREAS, Michael B. Lavery has submitted a rate schedule indicating they will provide the services for the Township Attorney; and

WHEREAS, Lavery, Selvaggi, Abromitis & Cohen has completed and submitted a Business Entity Disclosure Certificate which certifies that Michael B. Lavery has not made any reportable contributions to a

political or candidate committee in the Washington Township Committee in the previous one year, and that the contract will prohibit Lavery, Selvaggi, Abromitis & Cohen from making any reportable contributions through the term of the contract, and

WHEREAS, pursuant to N.J.A.C. 5:30-5.4, the Chief Financial Officer will certify that the appropriate funds are encumbered in the 2019 municipal budget.

NOW THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Washington authorizes the Mayor to enter into a contract with Michael B. Lavery as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-10
RESOLUTION AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT
FOR SPECIAL TAX LITIGATION COUNSEL**

WHEREAS, the Washington Township Committee has a need to acquire services for a Special Litigation Counsel as a fair and open contract pursuant to the provisions of N.J.S.A. 20.5; and,

WHEREAS, the Washington Township Committee has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is ONE year; and

WHEREAS, DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer, P.C. has submitted a rate schedule indicating they will provide the services for the Township Special Tax Litigation Counsel Attorney; and

WHEREAS, DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer, P.C. has completed and submitted a Business Entity Disclosure Certification which certifies that Martin Allen, Esq. has not made any reportable contributions to a political or candidate committee in the Washington Township Committee in the previous one year, and that the contract will prohibit DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer, P.C. from making any reportable contributions through the term of the contract, and

WHEREAS, pursuant to N.J.A.C. 5:30-5.4, the Chief Financial Officer will certify that the appropriate funds are encumbered in the 2019 municipal budget.

NOW THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Washington authorizes the Mayor to enter into a contract with Martin Allen, Esq. as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-11
RESOLUTION AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT
FOR BOND ATTORNEY**

WHEREAS, N.J.S.A. 40A:11-1, et seq., the "Local Public Contracts Law" permits Governing Bodies to contract for certain professional services without competitive bidding; and

WHEREAS, the Township of Washington, County of Warren has the need to acquire professional services of a Bond Attorney through non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, funds are available for the purpose; and

WHEREAS, the professional named below has completed and submitted a Certificate of Compliance with Campaign Contribution Law which certifies that the entity listed has not made any reportable contributions to a political or candidate committee in the Township of Washington, County of Warren that would bar an award of this contract pursuant to N.J.S.A. 19:44A-20.2, et seq., and that the contract will prohibit this entity from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law requires that a Resolution authorizing the award for contract for "Professional Services" without competitive bids must be publicly advertised.

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

The Township of Washington, County of Warren hereby makes the following appointment for the calendar year 2019:

BOND ATTORNEY: ROBERT BEINFELD from Hawkins, Delafield and Wood, LLP

The appointment is awarded without competitive bidding as "Professional Services" under the provisions of the Local Public Contracts Law because of the required profession.

A copy of this Resolution shall be published in the Star Gazette as required by law within ten (10) days of its passage.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-12
RESOLUTION AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT
FOR AUDITING & ACCOUNTING SERVICES**

WHEREAS, the Washington Township Committee has a need to acquire services for the 2019 budget preparation and 2018 municipal audit as a fair and open contract pursuant to the provisions of N.J.S.A. 20.5; and,

WHEREAS, the Washington Township Committee has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is ONE year; and

WHEREAS, Nisivoccia, LLP has submitted a proposal indicating they will provide the services for the 2019 budget preparation and 2018 municipal audit for the amounts listed below, and;

| | |
|--|-------------------|
| Performance of the Annual Audit | \$ 28,500 |
| Preparation of the Annual Debt Statement | 600 |
| Preparation of the Supplemental Debt Statement | 300 |
| Preparation of Official Statement | \$12,000-\$15,000 |
| Preparation of the Annual Financial Statement | 6,500 |
| Assist in Municipal Budget Preparation | 6,300 |
| Consulting Services (All Hours) | \$125-\$160/hr |

WHEREAS, Nisivoccia, LLP has completed and submitted a Business Entity Disclosure Certification which certifies that John Mooney has not made any reportable contributions to a political or candidate committee in the Washington Township Committee in the previous one year, and that the contract will prohibit Nisivoccia, LLP from making any reportable contributions through the term of the contract, and

WHEREAS, pursuant to N.J.A.C. 5:30-5.4, the Chief Financial Officer will certify that the appropriate funds are encumbered in the 2019 municipal budget.

NOW THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Washington authorizes the Mayor to enter into a contract with John Mooney as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-13
RESOLUTION AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT
FOR A TOWNSHIP PLANNER**

WHEREAS, the Washington Township Committee has a need to acquire services for a Township Planner as a fair and open contract pursuant to the provisions of N.J.S.A. 20.5; and,

WHEREAS, the Washington Township Committee has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is ONE year; and

WHEREAS, Scarlett Doyle has submitted a rate schedule indicating they will provide the services for the Township Committee, at a rate of \$110/per hr.; and

WHEREAS, Scarlett Doyle, PP has completed and submitted a Business Entity Disclosure Certificate which certifies that Scarlett Doyle has not made any reportable contributions to a political or candidate committee in the Washington Township Committee in the previous one year, and that the contract will prohibit Scarlett Doyle, PP from making any reportable contributions through the term of the contract, and

WHEREAS, pursuant to N.J.A.C. 5:30-5.4, the Chief Financial Officer will certify that the appropriate funds are encumbered in the 2017 municipal budget.

NOW THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Washington authorizes the Mayor to enter into a contract with Scarlett Doyle as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-14
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT
FOR PROFESSIONAL SERVICES WITHOUT PUBLIC BID
FOR A PUBLIC DEFENDER**

WHEREAS, the Township of Washington in the County of Warren, State of New Jersey requires that a resolution authorizing the award of contract for Professional Services without bid, not to exceed \$17,500, be publicly advertised.

NOW THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Washington as follows:

That Donald Farino, 103 Pleasant View Road, Hackettstown, NJ 07840 is hereby appointed as Township Public Defender within the Municipal Court of the Township of Washington for 2019.

BE IT FURTHER RESOLVED, that the Township Committee of the Township of Washington is hereby authorized to execute this resolution and advertise the same according to law.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-15
RESOLUTION AUTHORIZING THE AWARD OF CONTRACT**

**FOR PROFESSIONAL SERVICES WITHOUT PUBLIC BID
FOR A MUNICIPAL ALLIANCE COORDINATOR**

WHEREAS, the Township of Washington in the County of Warren, State of New Jersey requires that a resolution authorizing the award of contract for Professional Services without bid be publicly advertised.

NOW THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Washington as follows:

1. Patricia Kollar, of 22 Midland Ave., Washington, NJ 07882 be appointed Municipal Alliance Coordinator for the year 2019.
2. Committeeman George Willan is appointed as the Municipal Alliance Member from the Township Committee

BE IT FURTHER RESOLVED, that the Township Committee of the Township of Washington is hereby authorized to execute this resolution and advertise the same according to law.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-16
RESOLUTION DESIGNATING A
PUBLIC AGENCY COMPLIANCE OFFICER (P.A.C.O.)**

WHEREAS, the Township of Washington, County of Warren, State of New Jersey is required to designate a Public Agency Compliance Officer (P.A.C.O.) to serve as the official liaison for matters concerning P.L. 1975, C.127 (N.J.A.C. 17:27) and should have the authority to recommend the appropriate corrections to the Agency's contracting procedures.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Washington, County of Warren, State of New Jersey that they hereby designate the Public Agency Compliance Officer (P.A.C.O.), whose name, title, business address, telephone number and fax number shall be forwarded to the State Affirmative Action Office by January 10 of each year.

BE IT FURTHER RESOLVED, that the Township Committee of the Township of Washington, County of Warren, State of New Jersey hereby designates Peter H. deBoer, Jr., Township Administrator of the Township of Washington, 211 Route 31 North, Washington, NJ 07882 (phone) 908-689-7200 (fax) 908-689-9234, email: admin@washington-twp-warren.org as the Public Agency Compliance Officer (P.A.C.O.) for the year 2019.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-17**

**STATEWIDE INSURANCE FUND
RESOLUTION APPOINTING FUND COMMISSIONER**

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

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

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Washington that Peter H. deBoer, Jr. is hereby appointed as the Fund Commissioner for the Local Unit for the year 2019; and

BE IT FURTHER RESOLVED that Ann Kilduff is hereby appointed as the Alternate Fund Commissioner for the Local Unit for the year 2019; and

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

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-18
RESOLUTION APPOINTING RISK MANAGEMENT CONSULTANT**

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of “Local Unit”, in the County of Warren and State of New Jersey, as follows:

1. Township of Washington hereby appoints Randall W. May its local Risk Management Consultant.
2. Peter H. deBoer, Jr. and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant’s Agreement for the year 2019 in the form attached hereto.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-19
2019 AGREEMENT for**

**CONTINUING DISCLOSURE and
INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES**

THIS AGREEMENT, made and entered into on this 2nd day of January 2019 (the "Agreement") by and between Washington Township, 211 Route 31 North, Washington, NJ 07882 (the "Issuer"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 ("Phoenix Advisors") for the provision of professional services as more fully described in the accompanying Scope of Services.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-20
RESOLUTION FOR THE PURPOSE OF AUTHORIZING THE SIGNATURE OF THE
TOWNSHIP ADMINISTRATOR TO EXECUTE AN ANNUAL AGREEMENT WITH THE
JDM GROUP TO PROVIDE SERVICES FOR PHONE AND INFORMATION TECHNOLOGY**

WHEREAS, the Township Committee of the Township of Washington, County of Warren, desires to enter into an agreement with The JDM Group, 304 Harmony-Brass Castle Road, Phillipsburg, New Jersey 08865 to provide services for the repair, maintenance and emergency service for the of the Township's computer system (hardware and software) and phone equipment (cost of new equipment and hardware excluded) for the Township of Washington for the rate of \$1,300.00 per month; and

WHEREAS, this Resolution shall constitute the entire and exclusive contract between the Township of Washington and The JDM Group for the services to be provided and authorization to perform as outlined therein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Governing Body of the Township of Washington, that the Governing Body does hereby authorize the Township Administrator to sign any and all official documents on behalf of the Township which is required for the administration for the services outlined in this Resolution and the acceptance of the terms and conditions set forth therein.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-21
RESOLUTION ESTABLISHING A LOCAL EMERGENCY PLANNING COMMITTEE**

WHEREAS, the Township Committee of the Township of Washington, County of Warren, wishes to create a Local Emergency Planning Committee.

NOW THEREFORE BE IT FURTHER RESOLVED by the Township Committee of the Township of Washington, County of Warren, and State of New Jersey, that the following persons be appointed as the Township of Washington, County of Warren Local Emergency Planning Committee for the year 2019.

| | |
|------------------|--|
| Thomas Cicerelle | Chief of Police / Emergency Management Coordinator |
| Peter deBoer | Township Administrator / Deputy Emergency Mgmt Coordinator |
| Robert Klingel | Mayor |
| Current | Fire Chief |
| Bob Kerschner | Washington Emergency Squad |
| Ann Kilduff | Township Clerk |
| Eileen Parks | Acting Chief Financial Officer |
| Andy Hart | Assistant Superintendent of Public Works |
| Joseph Rossi | Construction Official |
| Curt Pantuso | Zoning Officer |
| Mark Gara | Buildings & Grounds |
| Keith Neuhs | Washington Township School Superintendent |
| Earl Clymer | Warren Hills School Superintendent |
| George VanDyke | Community Emergency Response Team (CERT) |
| Chris Alers | Store Manager - Shop-Rite |

BE IT FURTHER RESOLVED that a copy of the Resolution shall be sent to the State of New Jersey, Department of Law and Public Safety, Division of Emergency Management.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-22
RESOLUTION APPOINTING MEMBERS TO
THE 2019 SAFETY COMMITTEE**

WHEREAS, for the year of 2019 there is a need to appoint members to the Safety Committee of the Township of Washington, County of Warren; and

WHEREAS, for the year of 2019 there is a need to appoint a member of the Township Committee as a liaison to the Township of Washington Safety Committee.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee does hereby appoint the following individuals without compensation for a term commencing January 1, 2019 through December 31, 2019.

| | |
|------------------------|------------------------------------|
| Township Administrator | Peter deBoer, Chairman |
| Chief of Police | Thomas Cicerelle (or his designee) |
| Township Clerk | Ann Kilduff |

| | |
|-----------------------------|--------------|
| Department of Public Works | Andy Hart |
| Buildings & Grounds | Mark Gara |
| Construction Code Official | Joseph Rossi |
| Zoning Officer | Curt Pantuso |
| Administration Staff Member | Evan Howell |

BE IT FURTHER RESOLVED by the Township Committee of the Township of Washington, County of Warren that George Willan is appointed to the Township's Safety Committee as liaison from the Township Committee.

**TOWNSHIP OF WASHINGTON
COUNTY OF WARREN
STATE OF NEW JERSEY
RESOLUTION #2019-23**

**A RESOLUTION ESTABLISHING VEGETATIVE WASTE PROCEDURES, FEES AND SCHEDULE
FOR 2019 IN THE TOWNSHIP OF WASHINGTON, COUNTY OF WARREN**

Whereas, the Township of Washington, in the County of Warren, State of New Jersey, has set forth the procedures for residents desiring to dispose of branches, leaves, garden waste and grass clippings as set forth in Chapter 50 Article II of the Code of the Township of Washington and;

Whereas, the procedures, fees and schedule are hereby established for the year of 2019 as follows:

BRUSH: TIED IN MANAGEABLE BUNDLES will be picked up during the months of April, May, September and October by 6:00 a.m. on non-holiday **Fridays** according to the following schedule:

South of Route 57 - First and third full weeks of the month:

| | | | |
|--------------|-------------|------------------|----------------|
| Fri/April 05 | Fri/ May 10 | Fri/September 06 | Fri/October 04 |
| Thu/April 18 | Fri/May 24 | Fri/September 20 | Fri/October 18 |

North of Route 57 - Second and fourth full weeks of the month:

| | | | |
|--------------|------------|------------------|----------------|
| Fri/April 12 | Fri/May 17 | Fri/September 13 | Fri/October 11 |
| Fri/April 26 | Fri/May 31 | Fri/September 27 | Fri/October 25 |

Brush will also be picked up on **Thurs/Fri June 27/28** must be Curbside at 6:00 am **Thurs/28 Both North & South of Route 57.**

LEAVES: (in clear 30 gallon bags only with stickers attached) and other related garden-type debris, (**NO GRASS AND NO STICKS**) will be picked up during the months of April, May, September and October on the same schedule as the brush pickup (see above) by 6:00 a.m. on non-holiday **Fridays**.

Leaves **ONLY (NO GRASS AND NO STICKS)** and other related garden-type debris will also be picked up during the Fall [weather permitting] (**Township wide both North side and South side**) November-December by 6:00 a.m. on **Thursdays:**

| | | | |
|-----------------|-------------------------|-----------------|-----------------|
| Thu/November 07 | Thu/November 21 | Thu/December 05 | Thu/December 19 |
| Thu/November 14 | *Wed/November 27 | Thu/December 12 | Thu/December 26 |

GRASS CLIPPINGS: Will **not** be picked up curbside. May be taken to the Port Colden Convenience Center along with garden variety waste and leaves and placed in the separately marked holding areas by obtaining a Convenience Center Pass (see fees).

CHRISTMAS TREES: (no fee required) will be picked up curbside. Must be placed at curbside by 6:00 a.m. **Thursdays**, January – February; or can be dropped off at the Convenience Center.

FEES: Convenience Center Annual Fee: \$ 30.00 Curbside Collection Annual Fee: \$ 50.00. Fees must be paid prior to services being provided. Annual fees shall cover the period from January 1, 2019 to December 31, 2019.

Convenience Center Pass and Curbside tags/stickers- Residents may pay fees for a Convenience Center Pass and Curbside tags/stickers at the Washington Township Finance Department, located at the Administration Building, 211 Route 31 North (908) 689-7203 on Mondays from 11:00 a.m. to 7:00 p.m., Tuesdays, Wednesdays and Thursdays from 9:00 a.m. to 4:00 p.m. or via mail. **Mulch/wood chips:** After the limit of three yards or three pickup truck-sized loads is reached the fee is \$25.00.

HOURS (CLOSED SUNDAYS)

HOURS-PUBLIC WORKS FACILITY HOURS-MONDAY - FRIDAY 6:00 A.M. - 2:00 P.M.

HOURS CONVENIENCE CENTER ONLY HOURS

SATURDAYS (APRIL – DECEMBER) 9:00 A.M. - 2:45 P.M.

SECOND SATURDAYS OF THE MONTH (JANUARY - MARCH) 9:00 A.M. - 2:45 P.M.

WEDNESDAYS (APRIL - AUGUST) 4:00 P.M. - 7:45 P.M.

WEDNESDAYS-SEPTEMBER 2:30 P.M.-6:15 P.M./OCTOBER 2:30 P.M.-5:15 P.M.

WEDNESDAYS-NOVEMBER 2:30 P.M.-4:15 P.M./DECEMBER 2:30 P.M.-4:15 P.M.

GATE TO THE CONVENIENCE CENTER WILL BE CLOSED SHARPLY AT THE DESIGNATED TIMES

CLOSED ON ALL OFFICIAL TOWNSHIP HOLIDAYS AND SUNDAYS IN 2018 AS FOLLOWS:

[Tue/Jan 1, Mon/Jan 21, Mon/Feb 18, Fri/April 19, Mon/May 27, Thu/Jul 4, Mon/Sept 2, Mon/Oct 14, Tue/Nov 5, Mon/Nov 11, Thu/Nov28, Fri/Nov 29 and Wed/Dec 25]

**ALSO- CLOSED FOR THE ENTIRE WEEKENDS OF NEW YEARS DAY- Mon/Dec 31/2018 - Tue/Jan 01
MARTIN LUTHER KING, JR. DAY- Sat/Jan 19 - Mon/Jan 21, **PRESIDENTS' DAY** Sat/Feb 16- Mon/Feb 18
GOOD FRIDAY/EASTER- Fri/April 19 & Sat/April 20, **MEMORIAL DAY-** Sat/May 25 - Mon/May 27,
LABOR DAY- Sat/Aug 31 - Mon/Sept 2, **COLUMBUS DAY-** Sat/Oct 12 - Mon/Oct 14,
VETERANS' DAY- Sat/Nov 9 - Mon/Nov 11 **THANKSGIVING** - Thu/Nov 28, Fri/Nov 29 & Sat/Nov 30**

FAILURE TO COMPLY MAY RESULT IN FINES AND/OR PENALTIES

Recycling at the Convenience Center- Saturdays in accordance with above mentioned hours

Materials accepted include the following: Glass, Aluminum, Tin & Bi-metal Cans, Plastic Bottles, Newspaper, Household Batteries, Corrugated Card Board, Electronics, Scrap Metal & Used Clothing
NO containers that contain motor oil, pesticides or hazardous chemicals will be accepted.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Washington, in the County of Warren, State of New Jersey, that the procedures, fees and schedule is now hereby established for the year 2019.

RESOLUTION # 2019-24

TOWNSHIP OF WASHINGTON

COUNTY OF WARREN

STATE OF NEW JERSEY

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE TOWNSHIP OF WASHINGTON AND HAWK POINTE CONDOMINIUM ASSOCIATION FOR WINTER MAINTENANCE AND STREET LIGHT REIMBURSEMENT

WHEREAS, the Condo Services Act provides for a phase-in schedule for municipal reimbursement payment at the municipal cost for certain enumerated municipal services or the providing of such services by a municipality in lieu of such reimbursement; and

WHEREAS, an agreement has been negotiated between the Township of Washington and Hawk Pointe Condominium Association (HPCA) to satisfy the obligation of the Township as provided by the Condo Service Act, said agreement is attached and made part of this resolution.

NOW THEREFORE BE IT RESOLVED, that the Township of Washington, County of Warren hereby authorizes the execution of the attached Agreement on behalf of the municipality by the appropriate municipal officials.

AGREEMENT FOR WINTER MAINTENANCE AND STREET LIGHT REIMBURSEMENT

THIS AGREEMENT made this 2nd day of January, 2019 by and between the Township of Washington, a municipal corporation of the State of New Jersey, with offices located at 211 St. Route 31 North, Washington, New Jersey (hereinafter referred to as “the Township”) and Hawk Pointe Condominium Association (HPCA), a New Jersey non-profit corporation (hereinafter referred to as “the Condo Association”) with offices located at Hawk Pointe Boulevard, Washington, New Jersey.

WITNESSETH

WHEREAS, the Condo Association is responsible for the operation and maintenance of the common elements of Kestrel Court and Osprey Court within the Hawk Pointe Community and the Condo Association is a Qualified Private Community under the Act (hereinafter referred to as the “Qualified Private Community”); and

WHEREAS, at the request of the HPCA the Township desires to reimburse HPCA for the cost of the removal of snow, ice and other obstructions and only 5 (five) street lights on the 2 (two) condominium roads Kestrel Court and Osprey Court during the year of 2019 only in the Hawk Pointe Community; and

WHEREAS, the parties expressly agree that the Township’s agreement to provide reimbursement for the removal of snow, ice and other obstructions and the street lighting shall not be deemed to be an acceptance of the roadways within the Hawk Pointe Development and/or the Hawk Pointe Condominiums portion.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto AGREE as follows:

1. The Township and the Condo Association agree that this Agreement makes no provision for any service with the exception of winter maintenance and street light reimbursement within the development. It is acknowledged by both parties that by undertaking the reimbursement of the winter maintenance and the 5 (five) street lights the Township has not accepted the roadways in any way, shape or form.

2. In consideration for receiving winter maintenance and street light reimbursement from or by the Township, the Condo Association does hereby agree that it will indemnify and save harmless the Township, its elected officials, officers, agents, servants and employees from any and all claims or demands including the costs, expenses and reasonable attorney’s fees on account thereof, and judgments that might be made or asserted by anyone, including the individual members of the Condo Association, individual owners of the Condo

Association, together with their officials, agents, servants, employees, guests, invitees, or any other person using the Condo Association properties, for injuries to persons and/or damages to property arising out of or resulting from acts, omissions or negligence by the Condo Association, or its agents, which personal injury or property damage is sustained in, on or about the Qualified Private Community's property during the course of the Township's provision of those services.

3. In the event that an action, suit or proceeding is brought against the Township, its elected officials, officers, agents, servants and employees by a Condo Association member, other than in that member's Condo Association-Representative capacity, upon any liability arising out of the provision of those services set forth above, the Township agrees to provide written notice thereof to the Condo Association, by certified mail, return receipt requested and by regular mail. Upon receipt of such notice, the Condo Association, at its own expense, shall maintain in the defense against such action and take any and all such steps as may be necessary or proper to prevent the obtaining of a judgment against the Township, its elected officials, officers, agents, servants and employees. The Condo Association agrees to take the necessary actions to fulfill the potential financial obligations, including but not limited to cost of defense and payment of judgment, imposed upon the Condo Association, through this indemnification provision.

4. In the event that the Condo Association fails to abide by the terms and conditions of this Agreement or the relevant sections of the Township Resolutions and/or Ordinances and/or fails to abide by the rules and regulations established by the DPW, by the Township, by the Mayor and by the Governing Body, the Governing Body shall be authorized to take such action as is necessary to enforce this Agreement and such resolutions and/or ordinances which action may include but may not be limited to, issuance of legal notices and issuance of citations.

5. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

6. This Agreement shall be interpreted pursuant to the laws of the State of New Jersey. If any portion of this Agreement is determined to be illegal by a Court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder of any section, paragraph, subdivision or clause of the Agreement, and so to this end, the provision of each section, subsection, paragraph, subdivision or clause of this Agreement are hereby declared to be severable.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Washington, County of Warren, does hereby authorizes the CFO to execute any and all documents necessary for the annual reimbursement of \$1,015.0 (one thousand and fifteen dollars) for 5 (five) street lights on the Kestrel Court and Osprey Court to the Hawk Pointe Condominium Association in accordance with the following monthly equation $5 \times \$16.93 = \84.65 .

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Township Committee of the Township of Washington, County of Warren, does hereby authorizes the CFO to execute any and all documents necessary for the annual reimbursement for winter maintenance of Kestrel Court and Osprey Court to the Hawk Pointe Condominium Association for the actual cost to the Association of providing the services or for the full amount the Township would have expended for the services if it performed the services directly, whichever is less. This annual reimbursement amount (the Township would have expended) represents the actual amount the

Township would have expended if the services were performed by the Township directly, calculated by the hourly cost of snow, ice and other obstructions performed by the Public Works Department plus costs for salt and fuel. The number of storms for which reimbursement will be provided will be based on the number of storms for which the Township Public Works Department performed these services on Township roads.

**RESOLUTION # 2019-25
TOWNSHIP OF WASHINGTON
COUNTY OF WARREN
STATE OF NEW JERSEY**

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE TOWNSHIP OF WASHINGTON AND
HAWK POINTE PROPERTY OWNERS ASSOCIATION FOR STREET LIGHT REIMBURSEMENT FOR THE YEAR OF
2019**

WHEREAS, the Condo Services Act provides for a phase-in schedule for municipal reimbursement payment at the municipal cost for certain enumerated municipal services or the providing of such services by a municipality in lieu of such reimbursement.

NOW THEREFORE BE IT RESOLVED, that the Township of Washington, County of Warren hereby authorizes the execution of the attached Agreement on behalf of the municipality by the appropriate municipal officials.

AGREEMENT FOR STREET LIGHT REIMBURSEMENT

THIS AGREEMENT made this 2nd day of January, 2019 by and between the Township of Washington, a municipal corporation of the State of New Jersey, with offices located at 211 St. Route 31 North, Washington, New Jersey (hereinafter referred to as “the Township”) and Hawk Pointe Property Owners Association (HPPOA), a New Jersey non-profit corporation (hereinafter referred to as “the Association”) with offices located at Hawk Pointe Boulevard, Washington, New Jersey.

WITNESSETH

WHEREAS, the Association is responsible for the operation and maintenance of the common elements of Hawk Pointe Property Owners Association, a Qualified Private Community under the Act (hereinafter referred to as the “Qualified Private Community”); and

WHEREAS, at the request of the HPPOA the Township desires to reimburse HPPOA for only 25 (twenty five) street lights on the 4 (four) primary roads Hawk Pointe Boulevard, Falcon Way, Peregrine Drive and Merlin Drive in the Hawk Pointe Community; and

WHEREAS, the parties expressly agree that of the total of 37 (thirty seven) street lights in the Hawk Pointe Development that 12 (twelve) of the said street lights are on the lanes in that community and the Township’s agreement to provide street light reimbursement shall not include the twelve street lights on the lanes within the community of Hawk Pointe; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto AGREE as follows:

1. The Township and the Association agree that this Agreement makes no provision for any service with the exception of street light reimbursement within the development.
2. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.
3. This Agreement shall be interpreted pursuant to the laws of the State of New Jersey. If any portion of this Agreement is determined to be illegal by a Court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder of any section, paragraph, subdivision or clause of the Agreement, and so to this end, the provision of each section, subsection, paragraph, subdivision or clause of this Agreement are hereby declared to be severable.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Washington, County of Warren, does hereby authorizes the CFO to execute any and all documents necessary for the annual reimbursement of \$5,079.00 (five thousand and seventy nine dollars) for 25 (twenty five) street lights on the 4 (four) primary roads to the Hawk Pointe Property Owners Association in accordance with the following monthly equation $25 \times \$16.93 = \423.25 .

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION # 2019-26
RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE
TOWNSHIP OF WASHINGTON AND THE ASBURY FARMS REAL ESTATE
DEVELOPMENT FOR WINTER MAINTENANCE OPERATIONS**

WHEREAS, an agreement has been negotiated between the Township of Washington and the Asbury Farms Real Estate Development to satisfy the moral obligation of the Township and in the interest of furthering the safety of the members, residents, guests, invitees, or any other person using the Hawk Pointe Development, the Planned Village District, the residents of the Township of Washington and the surrounding neighborhood to do so; and

NOW THEREFORE BE IT RESOLVED, that the Township of Washington, County of Warren hereby authorizes the execution of the attached Agreement on behalf of the municipality by the appropriate municipal officials.

AGREEMENT FOR SNOW REMOVAL

THIS AGREEMENT made this 2nd day of January 2019, by and between the Township of Washington, a municipal corporation of the State of New Jersey, with offices located at 211 State Route 31 North, Washington,

New Jersey (hereinafter referred to as “the Township” and Asbury Farms Real Estate Development, with offices located at 5 Clubhouse Drive, Washington, New Jersey (hereinafter referred to as “Asbury Farms”).

WITNESSETH

WHEREAS, Asbury Farms is responsible for the operation and maintenance of, including but not limited to the removal of snow and ice and/or winter maintenance operations from Club House Drive and Hawk Pointe Boulevard, which is included in the common elements of the Planned Village District (hereinafter referred to as the “PVD”); and

WHEREAS, at the request of Asbury Farms, the Township desires to engage in snow removal on the roadways of Club House Drive and Hawk Pointe Boulevard during the year 2019 only; and

WHEREAS, the parties expressly agree that the Township’s agreement to provide the removal of snow and ice and/or winter maintenance operations shall not be deemed to be an acceptance of the roadways within the PVD and/or acceptance of the roadways from Asbury Farms;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto AGREE as follows:

1. The Township and Asbury Farms agree that this Agreement makes no provision for any service with the exception of the removal of snow and ice and/or winter maintenance operations from Club House Drive and Hawk Pointe Boulevard within the PVD. It is acknowledged by both parties that by undertaking the removal of snow and ice and/or winter maintenance operations the Township has not accepted the roadways in any way, shape or form.
2. In consideration for receiving the removal of snow and ice and/or winter maintenance operations from or by the Township, Asbury Farms does hereby agree that it will indemnify and save harmless the Township, its elected officials, officers, agents, servants and employees from any and all claims or demands including the costs, expenses and reasonable attorney’s fees on account thereof, and judgments that might be made or asserted by anyone, including the individual members of Asbury Farms, individual owners of Asbury Farms, together with their officials, agents, servants, employees, guests, invitees, or any other person using the Asbury Farms properties, for injuries to persons and/or damages to property arising out of or resulting from acts, omissions or negligence by the Asbury Farms, or its agents, which personal injury or property damage is sustained in, on or about the Asbury Farm’s property during the course of the Township’s provision of those services.
3. In the event that an action, suit or proceeding is brought against the Township, its elected officials, officers, agents, servants and employees by an Asbury Farms official, agent, servant, employees, guests, invitees or any other person using Asbury Farms properties in or about the Asbury Farms properties, other than in that Asbury Farms Real Estate Development-Representative capacity, upon any liability arising out of the provision of those services set forth above, the Township agrees to provide written notice thereof to Asbury Farms, by certified mail, return receipt requested and by regular mail. Upon receipt of such notice, Asbury Farms, at its own expense, shall maintain in the defense against such action and take any and all such steps

as may be necessary or proper to prevent the obtaining of a judgment against the Township, its elected officials, officers, agents, servants and employees. Asbury Farms agrees to take the necessary actions to fulfill the potential financial obligations, including but not limited to cost of defense and payment of judgment, imposed upon Asbury Farms, through this indemnification provision.

4. In the event that Asbury Farms fails to abide by the terms and conditions of this Agreement or the relevant sections of the Township Ordinances and/or fails to abide by the rules and regulations established by the DPW, the Township, by the Mayor and Governing Body, the Governing Body shall be authorized to take such action as is necessary to enforce this Agreement and such ordinances which action may include but may not be limited to, issuance of legal notices and issuance of citations.
5. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.
6. This Agreement shall be interpreted pursuant to the laws of the State of New Jersey. If any portion of this Agreement is determined to be illegal by a Court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder of any section, paragraph, subdivision or clause of the Agreement, and so to this end, the provision of each section, subsection, paragraph, subdivision or clause of this Agreement are hereby declared to be severable.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-27
RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERLOCAL SERVICES AGREEMENT FOR LAWN MOWING SERVICES
BETWEEN THE TOWNSHIP OF WASHINGTON AND THE
WASHINGTON TOWNSHIP BOARD OF EDUCATION**

WHEREAS, the Township Committee of the Township of Washington, County of Warren desires to enter into an Interlocal Service Agreement with the Washington Township Board of Education to provide lawn mowing services.

THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Washington, County of Warren, that the Mayor and the Township Clerk are hereby authorized to execute an Interlocal Service Agreement with the Washington Township Board of Education for the purpose of providing lawn mowing services, on the large grass areas, at the Brass Castle School and the Port Colden School properties for the amount of \$3,500.00 per year.

BE IT FURTHER RESOLVED that this Agreement shall extend from January 1, 2019 through December 31, 2019 and shall be renewed for two (2) additional one (1) year terms (January 1, 2020 through December 31,

2020 and January 1, 2021 through December 31, 2021). Either party may cancel this agreement upon thirty (30) days written notice to the other with or without cause.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-28
RESOLUTION OF THE TOWNSHIP OF WASHINGTON, COUNTY OF WARREN,
STATE OF NEW JERSEY SETTING FORTH A POLICY REQUIRING THE TAX ASSESSOR
TO NOTIFY THE CHIEF FINANCIAL OFFICER AND GOVERNING BODY OF ALL TAX APPEALS
FILED BY JUNE 1ST OF EACH YEAR.**

WHEREAS, active monitoring management of a municipality's ratable base is fundamental in helping ensure fiscal stability; and

WHEREAS, it is important for the Governing Body and Chief Financial Officer to be kept apprised of all tax appeals filed against a municipality in a given year; and

NOW, THEREFORE, BE IT RESOLVED that the Tax Assessor of the Township of Washington, County of Warren, State of New Jersey shall inform the Chief Financial Officer and the Governing Body of all tax appeals filed for that year before June 1st of each year.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-29
RESOLUTION DESIGNATING THE TOWNSHIP COMMITTEE AS THE ECONOMIC DEVELOPMENT COMMITTEE OF
THE TOWNSHIP OF WASHINGTON, COUNTY OF WARREN FOR COMMUNITY AND ECONOMIC DEVELOPMENT
PURPOSES**

WHEREAS, on February 19, 2013, the Township Committee of the Township of Washington, County of Warren adopted Ordinance 13-03 entitled Ordinance of the Township of Washington, County of Warren, State of New Jersey Repealing Chapter 19 Titled "Economic Development Commission"; and

WHEREAS, the Township Committee believes that economic development is important to the future of the Township of Washington; and

WHEREAS, as stated in Ordinance 13-03, it is the intention of the Township Committee to create an Economic Development Committee.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Washington, County of Warren, that until such a time as an Economic Development Committee be created or an ad hoc Economic Committee be established, the Township Committee shall fulfill the role of said purposes for community and economic development.

BE IT FURTHER RESOLVED that the municipal staff is designated to assist the Township Committee to review and recommend matters pertaining to economic development at the Township Staff Meetings.

BE IT FURTHER RESOLVED by the Township Committee that the metrics established for said purpose are attached hereto in the Economic Development Mission Statement and Economic Development Goals and Objectives.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-30
RESOLUTION TO AUTHORIZE FOR THE CALLING OF A SPECIAL MEETING OF THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WASHINGTON, COUNTY OF WARREN
FOR THE CALENDAR YEAR 2019**

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.

**2019 SALARY RESOLUTION
RESOLUTION #2019-31**

**TO AUTHORIZE AND APPROVE
SALARIES AND WAGES FOR
CERTAIN EMPLOYEES**

WHEREAS, Ordinance #2018-12 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 employees shall be compensated for the year 2019 unless otherwise noted, in the amounts as designated below:

Section 1

Governing Body and Township Administrator

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|--------------------|------------------------|--------------------|
| - | Mayor | \$1,000.00 |
| Fiore, Ralph | Committee Member | \$3,500.00 |
| Klingel, Robert | Committee Member | \$3,500.00 |
| Kovacs, Michael A. | Committee Member | \$3,500.00 |
| Rossi, Mark | Committee Member | \$3,500.00 |
| Willan, George | Committee Member | \$3,500.00 |
| deBoer, Peter | Township Administrator | \$127,739.87 |

Section 2

Statutory Municipal Positions

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|-----------------|---------------------------------|--------------------|
| Kilduff, Ann | Township Clerk | \$73,130.00 |
| Howell, Evan B. | Tax Collector | \$64,435.41 |
| Brotos, Craig | Tax Assessor | \$30,368.05 |
| Parks, Eileen | Interim Chief Financial Officer | \$61,800.00 |

Section 3

Permanent Full-Time Positions (Administrative)

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|--------------------|-----------------------------|--------------------|
| Fox, Raina | Deputy Clerk | \$41,200.00 |
| Heerwagen, Suzanne | Deputy Treasurer | \$53,666.35 |
| Parks, Eileen | Land Use Board Secretary | \$22,789.48 |
| - | Deputy Tax Assessor / Clerk | \$0.00 |

Section 4

Permanent Part-Time Positions

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|------------------|------------------------------|--------------------|
| Pantuso, Curt | Zoning Officer | \$16,540.33 |
| Lagonera, Robert | Animal Control Officer | \$10,598.70 |
| Wolf, Roger | Farmland Maintenance Manager | \$1.00 |

Section 5**Required Stipend Positions**

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|--------------------|-------------------------------|---------------------------|
| Cicerelle, Thomas | Emergency Management Coor. | \$8,500.00 |
| deBoer, Peter | Deputy Emergency Mgmt. Coor. | \$3,000.00 |
| deBoer, Peter | Recycling Coordinator | \$0.00 |
| Heerwagen, Suzanne | Recycling Coordinator | \$2,000.00 |
| Parks, Eileen | COAH Coordinator/Admin. Agent | \$3,000.00 |
| Kilduff, Ann | Clean Communities Coordinator | \$2,500.00 |
| deBoer, Peter | 911 Coordinator | \$1.00 |

Section 6**Stipend Positions**

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|--------------------|-------------------------------|---------------------------|
| Kilduff, Ann | Recreation Coordinator | \$3,000.00 |
| Ferri, John | Field Scheduler | \$2,500.00 |
| Parks, Eileen | Escrow Management Coordinator | \$0.00 |
| Kilduff, Ann | Website Coordinator | \$3,000.00 |
| - | Qualified Purchasing Agent | \$0.00 |

Section 7**As-Needed Positions**

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|--------------------|-----------------------------------|---------------------------|
| Fox, Raina | Meeting Attendance - Acting Clerk | \$75.00 |
| - | Tax Title Lien Officer | \$0.00 |
| - | Tax Search Official | \$0.00 |
| - | Assessment Search Official | \$0.00 |
| - | Acting CFO | \$0.00 |
| - | Deputy Chief Financial Officer | \$3,000.00 |
| Doyle, Scarlett | Township Planner | \$110.00 per hour |
| Fritts, John | Deputy Zoning Officer (as needed) | \$30.00 per hour |
| - | Fire Prevention Official | \$0.00 |
| - | Litter Patrol | \$25.00 per visit |
| - | Emergency Management Secretary | \$0.00 |
| - | Animal Control Census | \$500.00 |
| Fox, Raina | Rabies Clinic Attendant | \$50.00 |
| Kilduff, Ann | Rabies Clinic Attendant | \$50.00 |
| Berger, Susan | Administrative Assistant | \$18.24 per hour |
| Moore, Keith | Administrative Assistant | \$18.24 per hour |
| - | Clerical Assistant | \$0.00 |
| - | Deputy Animal Control Officer | \$20.00 per hour |

| | | |
|---|---------------------------|--------|
| - | Summer Rec. Employees | \$0.00 |
| - | Custodian | \$0.00 |
| - | Township Engineer/Planner | \$0.00 |

Section 8A

Department of Public Works Supervisory

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|---------------|---|---------------------|
| deBoer, Peter | Superintendent of Public Works (Interim) | \$2,000.00 annually |
| deBoer, Peter | Assist. Superint. of Public Works | \$49.41 per hour |
| Hart, Andrew | Assist. Superint. Of Public Works (Interim) | \$2.50 per hour |

Section 8B

Department of Public Works - Collective Bargaining Unit

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|---------------------|------------------------|--------------------|
| DiMarco, William A. | Laborer | \$63,397.22 |
| Ferri, John | Laborer | \$63,397.22 |
| Gara, Mark | Laborer | \$63,397.22 |
| Hart, Andrew | Laborer | \$63,397.22 |
| Kimble, Adam | Laborer | \$63,397.22 |
| Laubach, Eric | Laborer | \$63,397.22 |
| Lucy, Eric | Laborer | \$63,397.22 |
| Risko, Louis | Laborer | \$63,397.22 |
| Slack, Daniel | Laborer | \$63,397.22 |
| Vishnesky, Robert | Laborer | \$63,397.22 |
| Hart, Andrew | Assistant Foreman | \$3.00 per hour |
| Vishnesky, Robert | Assistant Foreman | \$2.00 per hour |
| - | *Probation/Entry Level | \$20.00 per hour |

**if required*

Section 8C

Department of Public Works - Non-Collective Bargaining Unit

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|---------------|-------------------------|--------------------|
| Fox, Scott | Temporary DPW Personnel | \$20.00 per hour |
| Burd, Robert | Seasonal DPW Personnel | \$18.00 per hour |
| Cryan, Thomas | Seasonal DPW Personnel | \$18.00 per hour |
| Cryan, Thomas | Recycling Attendant | \$20.00 per hour |
| deBoer, Peter | Recycling Attendant | \$20.00 per hour |
| Ferri, John | Recycling Attendant | \$20.00 per hour |
| Gara, Mark | Recycling Attendant | \$20.00 per hour |
| Hart, Andrew | Recycling Attendant | \$20.00 per hour |
| Kimble, Adam | Recycling Attendant | \$20.00 per hour |

| | | |
|-------------------|---------------------|------------------|
| Laubach, Eric | Recycling Attendant | \$20.00 per hour |
| Lucy, Eric | Recycling Attendant | \$20.00 per hour |
| Risko, Louis | Recycling Attendant | \$20.00 per hour |
| Slack, Daniel | Recycling Attendant | \$20.00 per hour |
| Vishnesky, Robert | Recycling Attendant | \$20.00 per hour |

Section 9A**Police Chief**

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|--------------------|------------------------|---------------------------|
| Cicerelle, Thomas | Police Chief | \$149,242.44 |

Section 9B**Police Department - Collective Bargaining Unit**

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|----------------------|--|---------------------------|
| Kaufmann, John | Lieutenant | \$119,159.14 |
| Teter, James | Lieutenant | \$119,159.14 |
| Bee, Damon | Sergeant | \$115,176.22 |
| Jones, Christopher | Sergeant | \$115,176.22 |
| Koch, Walter | Sergeant | \$115,176.22 |
| Magyar, Gerald | Sergeant | \$115,176.22 |
| Wildrick, Mark | Sergeant | \$115,176.22 |
| Zaro, Shane | Sergeant | \$115,176.22 |
| Burdge, David | Corporal | \$107,212.00 |
| Lilly, Charles | Corporal | \$107,212.00 |
| Racek, Kevin | Corporal | \$107,212.00 |
| Smith, Philip | Corporal | \$107,212.00 |
| Vernon, James | Corporal | \$107,212.00 |
| Blake, Benjamin | Patrolman Step 5 | \$107,212.00 |
| Casella, John | Patrolman Step 5 | \$107,212.00 |
| Grawehr, Zachary | Patrolman Step 5 | \$107,212.00 |
| Hayes, Kyle | Patrolman Step 5 | \$107,212.00 |
| Kuligowski, Jonathan | Patrolman Step 5 | \$107,212.00 |
| Masenor, Joshua | Patrolman Step 5 | \$107,212.00 |
| Pappalardo, Stephen | Patrolman Step 5 | \$107,212.00 |
| Yeisley, Robert | Patrolman Step 5 | \$107,212.00 |
| - | Patrolman Step 4 | \$97,291.25 |
| Overko, Dallas | Patrolman Step 2** (Step 2 from 1/1- 4/20) | \$69,658.05 |
| | Patrolman Step 3** (Step 3 from 4/21-12/31) | \$78,813.60 |
| Tremel, Christopher | Patrolman Step 2** (Step 2 from 1/1- 4/20) | \$69,658.05 |
| | Patrolman Step 3** (Step 3 from 4/21-12/31) | \$78,813.60 |
| Summers, Christopher | Patrolman Step 2** (Step 2 from 1/1- 11/30) | \$69,658.05 |
| | Patrolman Step 3** (Step 3 from 12/1- 12/31) | \$78,813.60 |
| Hudspith, Daniel | Patrolman Step 1** (Step 1 from 1/1- 10/31) | \$59,574.91 |

| | | |
|---|--|-------------|
| | Patrolman Step 2** (Step 2 on 11/1- 12/31) | \$69,658.05 |
| - | Recruit | \$44,107.55 |

**hired after 2016 as rate per annum reflects

Section 9C

Police Department - Collective Bargaining Unit Stipends

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|----------------------|---------------------------------|--------------------|
| Casella, John | Detective | \$1,250.00 |
| Koch, Walter | Detective | \$1,250.00 |
| Zaro, Shane | Detective | \$1,250.00 |
| Hayes, Kyle | Detective | \$1,250.00 |
| Hayes, Kyle | DARE Officer | \$1,250.00 |
| Jones, Christopher | DARE Officer | \$1,250.00 |
| Masenor, Joshua | DARE Officer | \$1,250.00 |
| Pappalardo, Stephen | DARE Officer | \$1,250.00 |
| Overko, Dallas | K-9 Officer | \$1,250.00 |
| Vernon, James | K-9 Officer | \$1,250.00 |
| Casella, John | EMT | \$1,000.00 |
| Grawehr, Zachary | EMT | \$1,000.00 |
| Jones, Christopher | EMT | \$1,000.00 |
| Masenor, Joshua | EMT | \$1,000.00 |
| Summers, Christopher | EMT | \$1,000.00 |
| Burdge, David | Corporal | \$2,000.00 |
| Lilly, Charles | Corporal | \$2,000.00 |
| Racek, Kevin | Corporal | \$2,000.00 |
| Smith, Phillip | Corporal | \$2,000.00 |
| Vernon, James | Corporal (3 rd year) | \$1,750.00 |

Section 9D

Police Department - Non-Collective Bargaining Unit

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|-------------------|--|--------------------|
| - | Part-Time Patrolman | \$0.00 |
| - | Parking Enforcement Officer | \$0.00 |
| Faulborn, James | School Resource Officer / Class III | \$28.24 per hour |
| Hydock, Glenn | School Resource Officer / Class II | \$28.24 per hour |
| Schott, Brooks | School Resource Officer / Class III | \$28.24 per hour |
| Wheeler, Scott D. | School Resource Officer / Class III | \$28.24 per hour |
| Herzer, Richard | Substitute School Resource Officer/Class III | \$28.24 per hour |
| Merrill, Mark | Homeland Security Officer – DMV Class II | \$28.24 per hour |

Section 9E

Police Department - Civilian Non-Collective Bargaining Unit

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|--------------------|----------------------------|---------------------------|
| Snyder, Adele | Police Secretary | \$74,190.00 |
| Prell, Christine | Part-Time Police Secretary | \$18.24 per hour |

Section 10**Municipal Court**

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|--------------------|---|---------------------------|
| Mansfield Court | Interlocal Services Court (2018 was \$132,630.51) | As per SSA |
| Farino, Donald | Public Defender | \$500.00 per session |
| Koeppen, Douglas | Municipal Court Officer | \$35.00 per hour |
| Pantuso, Curt | Municipal Court Officer | \$35.00 per hour |

Section 11**Crossing Guards**

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|--------------------|------------------------|---------------------------|
| Barger, Anne Marie | Crossing Guard | \$17.27 per hour |
| Beam, Mary | Crossing Guard | \$17.27 per hour |
| Capite, Janet | Crossing Guard | \$17.27 per hour |
| Deemer, Edward | Crossing Guard | \$17.27 per hour |
| Delaney, Renata | Crossing Guard | \$29.12 per hour |
| DeRemer, Cortney | Crossing Guard | \$17.27 per hour |
| McCormick, Denise | Crossing Guard | \$29.12 per hour |
| Morton, Nazly | Crossing Guard | \$17.27 per hour |
| Nunn, Patricia | Crossing Guard | \$17.27 per hour |
| Parr, Richshel | Crossing Guard | \$17.27 per hour |
| Petrozelli, Kathy | Crossing Guard | \$17.27 per hour |
| Phillips, Gwen | Crossing Guard | \$17.27 per hour |
| Sawyer, Nicole | Crossing Guard | \$17.27 per hour |
| Silva, Laura | Crossing Guard | \$17.27 per hour |
| Stanley, Candice | Crossing Guard | \$17.27 per hour |
| Sutton, Sue | Crossing Guard | \$17.27 per hour |
| Voag, Edwin | Crossing Guard | \$17.27 per hour |
| Walker, Ethel | Crossing Guard | \$17.27 per hour |

Uniform Code and Construction Department

| <u>Name</u> | <u>Position</u> | <u>2019 Salary</u> |
|--------------------|--|---------------------------|
| Rossi, Joseph | Construction Official | \$6,461.24 |
| - | Acting Construction Code Official | \$37.95 per hour |
| Fritts, John | Building Sub-Code Official / Inspector | \$37.95 per hour |
| Rossi, Joseph | Electrical Sub-Code Official / Inspector | \$37.95 per hour |
| Dieffenbach, Carl | Plumbing Sub-Code Official / Inspector | \$37.95 per hour |

| | | |
|-------------------|--------------------------------|------------------|
| Maguire, Kevin | Fire Sub-Code Official | \$37.95 per hour |
| Berger, Susan | Technical Assistant | \$18.24 per hour |
| Moore, Keith | Technical Assistant | \$18.24 per hour |
| - | Substitute Technical Assistant | \$0.00 |
| Maguire, Kevin | Fire Inspector | \$37.95 per hour |
| Glynn, Francis D. | Substitute Inspector | \$35.25 per hour |
| VanLieu, Walt | Substitute Inspector | \$35.25 per hour |

Adopted: January 2, 2019

TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-32
RESOLUTION TO APPOINT AND AUTHORIZE HEALTH OFFICERS
FOR THE TOWNSHIP OF WASHINGTON, COUNTY OF WARREN
FOR CALENDAR YEAR 2019

WHEREAS, Chapter 53 BUILDINGS UNFIT of the Code of the Township of Washington establishes the administrative authority and the authority and powers of the health officer to exercise the powers prescribed by said chapter; and

WHEREAS, Chapter 53 Section 10 grant that the Health Officer authorization to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of said chapter.

NOW THEREFORE BE IT RESOLVED, that the Township of Washington, County of Warren hereby appoints and authorizes Joseph E. Rossi, the Construction Code Official of the Washington Township Construction Department, as the Health Officer of the Township of Washington effective date January 1, 2019.

BE IT FURTHER RESOLVED, that the Township of Washington, County of Warren hereby also appoints and authorizes Curt Pantuso, the Zoning Officer of Washington Township, as the Health Officer of the Township of Washington effective date January 1, 2019.

APPOINTMENTS TO BOARDS

LAND USE BOARD

Mayor Klingel made the following appointments to the Land Use Board: himself as the Class I member, Evan Howell as a Class II member and Ralph Fiore as a Class III member, each with a one-year term ending 12/31/19. Mayor Klingel reappointed Len Artigliere and Maureen O'Donnell as Class IV Members each with a four-year term ending 12/31/22 and Michael Lum as the Alternate 2 Member with a two-year term ending 12/31/2020.

RECREATION COMMITTEE

Mayor Klingel reappointed Steve Fritts to the Recreation Committee with a five-year term ending 12/31/23.

ENVIRONMENTAL COMMISSION

Mayor Klingel reappointed Gretchen Foley, Frank Marascia, and Lydia Schmidt to the Environmental Commission each with a three-year term ending 12/31/21 and reappointed Frank Marascia to the position of Chairman of the Environmental Commission for the year 2019.

HISTORICAL PRESERVATION COMMISSION

Mayor Klingel reappointed Waltraud Knudsen and Gregory Terhune to the Historical Preservation Commission each with a four-year term ending 12/31/2022.

APPOINTMENT OF COMMITTEE MEMBERS AS LIAISON TO VARIOUS DEPARTMENTS

Mayor Klingel made the following Committee liaison appointments:

Mayor Klingel - Township Administrator, Board of Education/Warren Hills Regional Schools, Township Website/Public Information, Police Department, Shared Court, Township Attorney, Zoning Official

Ralph Fiore - Clean Communities Coordinator, Environmental Commission, Farmland Preservation/Open Space, Fire District, Land Use Board; Public Utilities, Recreation Committee, Warren County Solid Waste Advisory Committee, Washington Township Seniors

Michael Kovacs - Finance, Budget Preparation, Senior Citizen Advisory Committee, Tax Assessor, Tax Collector, Township Auditor, Township Clerk, Deputy Township Clerk

Mark Rossi - Buildings & Grounds, Code & Construction Office/Construction Official, Department of Public Works, Economic Development, Emergency Management; Public Health Officer, Township Engineer

George Willan - Affordable Housing/COAH, Animal Control, Board of Education/Washington Township Schools, First Aid Squad, Historic Preservation Commission, Municipal Alliance, Warren-Morris Council of Governments (Shared Service)

Mayor Klingel appointed Michael Kovacs and Al Ivany to the Musconetcong River Management Council.

NEW BUSINESS

There was no new business at this meeting.

PAYMENT OF BILLS

There were no bills to pay at this meeting.

PUBLIC CONCERNS/QUESTIONS

Mayor Klingel opened the meeting to the public. Seeing no one, Mayor Klingel closed the public portion of the meeting.

COMMENTS FROM COMMITTEE / OFFICIALS

Mr. Fiore stated that he is looking forward to the next three years with the Committee.

A motion was made by Willan, seconded by Fiore, to approve Resolution 19-33, 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 5:45 pm. **All were in favor.**

Mayor Klingel stated that the Committee would be discussing (2) personnel matters concerning DPW and the police department, and (2) contractual matters.

**TOWNSHIP OF WASHINGTON
WARREN COUNTY, NEW JERSEY
RESOLUTION #2019-33
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.

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

A motion was made by Willan, seconded by Rossi, to come out of Executive Session at 6:42 pm. **All were in favor.** Mayor Klingel stated that the Committee discussed (2) personnel matters concerning DPW and the police department, and (2) contractual matters. 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.

ADJOURNMENT

Hearing no further business to come before the Committee, a motion was made by Rossi, seconded by Fiore, to adjourn the meeting at 6:43 pm. **All were in favor.**

Respectfully submitted,

Ann Kilduff, RMC
Township Clerk