



BOROUGH OF WATCHUNG

15 MOUNTAIN BOULEVARD
WATCHUNG, NEW JERSEY 07069

MAYOR & COUNCIL MEETING AGENDA - **REVISED**

THURSDAY, DECEMBER 22, 2022

7:30 P.M.

MAYOR

Keith S. Balla

COUNCIL

Ronald Jubin, Ph.D.

Wendy Robinson

Pietro Martino

Freddie Hayeck

Curt S. Dahl

Christine B. Ead

James J. Damato
Business Administrator

Edith G. Gil
Borough Clerk

Joseph Sordillo, Esq.
Borough Attorney

THIS MEETING WILL BE HELD IN-PERSON AND BROADCASTED LIVE VIA ZOOM. PUBLIC COMMENTS MAY BE SUBMITTED IN-PERSON, THROUGH ZOOM OR VIA EMAIL TO THE BOROUGH CLERK. BELOW ARE INSTRUCTIONS:

To call into the meeting, dial 1 (646) 558-8656. It will prompt you for a meeting ID. Type **99501390087#**. You do not need a participating ID, just press # | To access the meeting using a smart phone or computer, download the free **ZOOM** app. Type in the **meeting ID 99501390087** or click on <https://zoom.us/j/99501390087> **Please enter your full name.** To submit your public comments in writing, please mail them in or send an email **before 6:00 P.M.** by the meeting date to the Borough Clerk at publiccomment@watchungnj.gov. **Agenda items can also be requested by emailing egil@watchungnj.gov**

**BOROUGH OF WATCHUNG
MAYOR & COUNCIL MEETING AGENDA**

DECEMBER 22, 2022 - 7:30 P.M.

MAYOR’S STATEMENT: This meeting is being held in compliance with the Open Public Meetings Act. Under the provisions of N.J.S.A.10:4-6 et seq., notice of the time and place of this meeting was given by way of the Revised Meeting Notice to the Courier News, Echoes Sentinel, the Star Ledger, posted at Borough Hall and on the Borough’s website. Public Comments will be accepted in-person, through zoom or by email to the Borough Clerk. For those joining through Zoom, please note that upon arrival you are automatically muted.

SALUTE TO THE FLAG and MOMENT OF SILENCE FOR OUR SERVICE MEN AND WOMEN, SERVING HOME AND ABROAD

ROLL CALL

Jubin [] Robinson [] Martino [] Hayeck [] Dahl [] Ead []

SPECIAL RECOGNITION

R1: Expressing Appreciation for Commitment and Dedication to Community: Mr. Frank Bisignano

PUBLIC PORTION / AGENDA ITEMS ONLY

*A public portion is held prior to Council action for comments of agenda items only; another public portion is held at the end of the meeting for general discussion. Individuals commenting are limited to **3 minutes** per person, and will not be permitted to speak again until everyone has had an opportunity to speak. For those joining us through Zoom, you will need to click on the “Raise your hand” feature. For those joining us through the conference call line, you will need to press *9 to raise your hand, when prompted press *6 to unmute yourself. If a group is represented by an attorney, the attorney will be given 5 minutes to make the presentation for the group.*

DISCUSSION

- ❖ Mission and Vision Statement

EXECUTIVE SESSION

- R17: Authorizing Executive Session for Contract Negotiations and Attorney-Client Privilege Discussions on:
- Bonnie Burn Redevelopment Project Sewer Agreements,
 - R13: Authorizing Sewer Connection Agreement with Levin Properties, L.P.,
 - R14: Authorizing Sewer Connection Agreement with Bonnie Burn Redevelopers Urban Renewal, L.L.C.,
 - R15: Authorizing the Borough Administrator to Endorse the NJDEP Treatment Works Approval (TWA) Permit Application for the Bonnie Burn Redevelopment Project

UNFINISHED BUSINESS

Adoption of OR 22/09

ORDINANCE AMENDING BOROUGH CODE, CHAPTER 28 LAND DEVELOPMENT, AND ESTABLISHING ZONING REGULATIONS FOR THE

**BOROUGH OF WATCHUNG
MAYOR & COUNCIL MEETING AGENDA**

DECEMBER 22, 2022 - 7:30 P.M.

**ELECTRIC VEHICLE SUPPLY/SERVICE EQUIPMENT THROUGHOUT THE
BOROUGH OF WATCHUNG PURSUANT TO P.L. 2021, C.171.**

R2: Authorizing Adoption of Ordinance 22/09 Establishing Zoning Regulations for the Electric Vehicle Supply/ Service Equipment

NEW BUSINESS

REPORTS & CORRESPONDENCE: Matters listed within this section have been referred to members of the Borough Council for reading and study, are considered to be routine and will be enacted by one motion of the Council. If separate discussion is desired, any item may be removed by Council action.

Acknowledging Receipt of the following Borough Reports:

Board of Adjustment Meeting Minutes	November 10, 2022
Environmental Commission Meeting Minutes	October 24, 2022
Green Team Meeting Minutes	November 21, 2022
Mayor and Council Executive Session Minutes	November 3, 2022 November 21, 2022
Mayor and Council Regular Meeting Minutes	November 3, 2022
Planning Board Meeting Minutes	November 15, 2022
Traffic and Beautification Meeting Minutes	November 7, 2022

#37 Planning Board Review of Proposed Ordinance Establishing Zoning Regulations for Electric Vehicle Supply, Chapter 28, Land Development, recv'd 12/14/22, cc: M&C, JD, JS

CONSENT RESOLUTIONS

The resolutions listed below were submitted to the Governing Body for review and will be adopted by one motion.

R3: Authorizing Purchase Orders over \$2,000 –Gentilini Chevrolet (*PD- chevy tahoe*)
Civic Plus (*Agenda Management System*)
Somerset County Clerk (*2022 Primary ballots mailed*)

R4: Authorizing Tax Overpayment Refund - 36 Gildersleeve Place, Block 1501/ Lot 1.01

R5: Authorizing Bill List

R6: Waiving Delinquent Interest for 30 Maple Street

**BOROUGH OF WATCHUNG
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DECEMBER 22, 2022 - 7:30 P.M.

R7: Authorizing Application of Local Recreation Improvement Grant to NJ Department of Community Affairs for Mobus Field

R18: Authorizing Participation in PSE&G Direct Install Energy Audit Program

NON-CONSENT RESOLUTIONS

R8: Authorizing Appointment of Junior Fire Volunteer – Rohan Nagpaul

R9: Authorizing Revocable License Agreement for 170 Johnston Drive Extension, block 52.01/ lot 1.04

R10: Authorizing Agreement with Animal Control Solutions for 2023 –2024

R11: Authorizing Salary Adjustment for Tax Collector

R12: Authorizing Removal of Majestic Towing from Borough’s Towing List

R13: Authorizing Sewer Connection Agreement with Levin Properties, L.P.

R14: Authorizing Sewer Connection Agreement with Bonnie Burn Redevelopers Urban Renewal, L.L.C.

R15: Authorizing the Borough Administrator to Endorse the NJDEP Treatment Works Approval (TWA) Permit Application for the Bonnie Burn Redevelopment Project

R16: Authorizing Agreement with Safe & Sound Somerset to Establish a Domestic Violence Response Team

PUBLIC PORTION - GENERAL DISCUSSION

*Individuals commenting are limited to 3 minutes per person, and will not be permitted to speak again until everyone has had an opportunity to speak. For those joining us through Zoom, you will need to click on the “Raise your hand” feature. For those joining us through the conference call line, you will need to press *9 to raise your hand, when prompted press *6 to unmute yourself. If a group is represented by an attorney, the attorney will be given 5 minutes to make the presentation for the group.*

ADJOURNMENT

The next meeting of the Mayor and Council is the **Re-Organization Meeting on Thursday, January 5, 2023 at 6:30 P.M.**

**BOROUGH OF WATCHUNG
RESOLUTION: R17**

WHEREAS, Section 8 of the Open Public Meetings Act (N.J.S.A. 10:4-12(b)(1-9)) permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the Governing Body is of the opinion that such circumstances presently exist.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Watchung, County of Somerset, State of New Jersey, as follows:

1. The public shall be excluded from discussion of the closed session of December 22, 2022.
2. The general nature of the subject matter to be discussed is contract negotiations and attorney-client privilege matters:
 - Bonnie Burn Redevelopment Sewer Agreements
 - Sewer Connection Agreement with Levin Properties, L.P.
 - Sewer Connection Agreement with Bonnie Burn Redevelopers Urban Renewal, L.L.C.
 - Endorsement of the NJDEP Treatment Works Approval (TWA) Permit Application for the Bonnie Burn Redevelopment Project
3. Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.
4. The Borough Council may take official action on those items discussed in executive session upon completion of the executive session.

Ronald Jubin, Council President

Keith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: MISC.
C:



#37
12/22/22

BOROUGH OF WATCHUNG

LAND USE DEPARTMENT

PLANNING BOARD

TRACEE SCHAEFER, CHAIRWOMAN

15 Mountain Blvd., Watchung, NJ 07069

Phone: 908-756-0080 x238

December 14, 2022

ORDINANCE REVIEW

To: Mayor & Borough Council

Re: OR: 22/09

ORDINANCE AMENDING BOROUGH CODE, CHAPTER 28 LAND DEVELOPMENT, AND ESTABLISHING ZONING REGULATIONS FOR THE ELECTRIC VEHICLE SUPPLY/SERVICE EQUIPMENT THROUGHOUT THE BOROUGH OF WATCHUNG PURSUANT TO P.L. 2021, C.171.

On November 21, 2022, the Governing Body of the Borough of Watchung introduced Ordinance OR:22/09 (hereinafter "EV Charging Stations"). The Council transmitted a copy of the EV Charging Stations Ordinance to the Planning Board of the Borough of Watchung for its review in accordance with N.J.S.A. 40A:12A-7(e). Under N.J.S.A. 40A:12A-7(d), prior to the adoption of a land development revision or amendment, the Planning Board is required to make and transmit to the Governing Body within thirty-five (35) days after the referral a report including identification of any provisions in the proposed development regulation which are inconsistent with the Master Plan and further provide any recommendations concerning these inconsistencies and any other matters the Board deems appropriate.

On December 13, 2022, at a regular meeting of the Watchung Borough Planning Board, the Board reviewed the Land Development Regulations of the Borough of Watchung Ordinance and made the following determinations: The Ordinance is not inconsistent with the Master Plan. The Master Plan Reexamination Report acknowledges in the "Green Plan" the need for EV charging stations as a permitted use throughout the Borough. The Board recommends the adoption of the Ordinance.

At this meeting, the Planning Board took the aforesaid action and directed the Planning Board Clerk to transmit to the Governing Body a copy of this report.

The foregoing is a true representation of the action taken by the Planning Board of the Borough of Watchung at its meeting on December 13, 2022, and serves to memorialize that action.



Theresa M. Snyder, Planning Board Clerk

**BOROUGH OF WATCHUNG
ORDINANCE NO. 22/09**

ORDINANCE AMENDING BOROUGH CODE, CHAPTER 28 LAND DEVELOPMENT, AND ESTABLISHING ZONING REGULATIONS FOR THE ELECTRIC VEHICLE SUPPLY/SERVICE EQUIPMENT THROUGHOUT THE BOROUGH OF WATCHUNG PURSUANT TO P.L. 2021, C.171.

WHEREAS, supporting the transition to electric vehicles contributes to Watchung's commitment to sustainability and is in the best interest of public welfare; and

WHEREAS, installation of electric vehicle supply/service equipment ("EVSE") and make-ready parking spaces encourages electric vehicle adoption; and

WHEREAS, the Mayor and Council of the Borough of Watchung encourage increased installation of EVSE and make-ready parking spaces; and

WHEREAS, adoption of this ordinance supports the State of New Jersey's goals to reduce air pollutants and greenhouse gas emissions from the transportation sector as outlined and supported by various programs related to NJ's 2019 Energy Master Plan, Global Warming Response Act (P.L.2007, c.112 (C.26-26-37 et al.)), and EV Law (P.L. 2019, c. 362); and

WHEREAS, P.L. 2021, c.171, which Governor Murphy signed into law on July 9, 2021, requires EVSE and make-ready parking spaces be designated as a permitted accessory use in all zoning or use districts and establishes associated installation and parking requirements; and

WHEREAS, adoption of this ordinance will support the Master Plan of the Borough of Watchung, and is consistent with the goals and elements of the Master Plan; and

WHEREAS, the Borough of Watchung encourages greater ownership and use of electric vehicles, thus the Borough of Watchung is amending the Land Development Ordinance to establish standards and regulations for the safe and efficient installation of EVSE and make-ready parking spaces at appropriate locations.

**BOROUGH OF WATCHUNG
ORDINANCE NO. 22/09**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Borough Council of the Borough of Watchung, in the County of Somerset and State of New Jersey as follows:

Section 1. Article 28-500 entitled “Conditional Uses, Fence & Walls, Signs, Parking, and Special Zoning Provisions” of Chapter 28 entitled “Land Development” of the Code of the Borough of Watchung is hereby supplemented and amended to establish and create new Section 28-508 to be entitled “Electric Vehicle Supply/Service Equipment & Make-Ready Parking Spaces” read as follows:

28-508. Electric Vehicle Supply/Service Equipment & Make-Ready Parking Spaces

A. Purpose

The purpose of this ordinance is to promote and encourage the use of electric vehicles by requiring the safe and efficient installation of EVSE and Make-Ready parking spaces through municipal parking regulations and other standards. EVSE and Make-Ready parking spaces will support the State’s transition to an electric transportation sector, reducing automobile air pollution, greenhouse gas emissions, and storm water runoff contaminants. The goals are to:

1. Provide adequate and convenient EVSE and Make-Ready parking spaces to serve the needs of the traveling public.
2. Provide opportunities for residents to have safe and efficient personal EVSE located at or near their place of residence.
3. Provide the opportunity for non-residential uses to supply EVSE to their customers and employees.
4. Create standard criteria to encourage and promote safe, efficient, and cost-effective electric vehicle charging opportunities in all zones and settings for convenience of service to those that use electric vehicles.

B. Definitions

Certificate of occupancy: The certificate provided for in N.J.A.C. 5:23-2, indicating that the construction authorized by the construction permit has been completed in accordance with the construction permit, the act and the regulations.

Charging Level: The amount of voltage provided to charge an electric vehicle varies depending on the type of EVSE as follows:

1. Level 1 operates on a fifteen (15) to twenty (20) amp breaker on a one hundred twenty (120) volt AC circuit.

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2. Level 2 operates on a forty (40) to one hundred (100) amp breaker on a two hundred eight (208) or two hundred forty (240) volt AC circuit.
3. Direct-current fast charger (DCFC) operates on a sixty (60) amp or higher breaker on a four hundred eighty (480) volt or higher three phase circuit with special grounding equipment. DCFC stations can also be referred to as rapid charging stations that are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.

Electric vehicle: Any vehicle that is licensed and registered for operation on public and private highways, roads, and streets; and operates either partially or exclusively using an electric motor powered by an externally charged on-board battery.

Electric Vehicle Supply/Service Equipment or (EVSE): The equipment, including the cables, cords, conductors, connectors, couplers, enclosures, attachment plugs, power outlets, power electronics, transformer, switchgear, switches and controls, network interfaces, point of sale equipment, and associated apparatus designed and used for the purpose of transferring energy from the electric supply system to a plug-in electric vehicle. "EVSE" may deliver either alternating current or, consistent with fast charging equipment standards, direct current electricity. "EVSE" is synonymous with "electric vehicle charging station."

Make-Ready Parking Space: means the pre-wiring of electrical infrastructure at a parking space, or set of parking spaces, to facilitate easy and cost-efficient future installation of Electric Vehicle Supply Equipment or Electric Vehicle Service Equipment, including, but not limited to, Level 2 EVSE and direct current fast chargers. Make Ready includes expenses related to service panels, junction boxes, conduit, wiring, and other components necessary to make a particular location able to accommodate Electric Vehicle Supply Equipment or Electric Vehicle Service Equipment on a "plug and play" basis. "Make-Ready" is synonymous with the term "charger ready," as used in P.L.2019, c.362 (C.48:25-1 et al.).

Private EVSE: EVSE that has restricted access to specific users (e.g., single and two-family homes, executive parking fleet parking with no access to the general public).

Publicly-accessible EVSE: EVSE that is publicly available (e.g., park & ride, public parking lots and garages, on-street parking, shopping center parking, non-reserved parking in multi-family parking lots, etc.).

C. Approvals and Permits

1. An application for development submitted solely for the installation of EVSE or Make-Ready parking spaces shall be considered a permitted accessory use and permitted accessory structure in all zoning or use districts and shall not require a variance pursuant to N.J.S.A. 40:55D-70.

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2. EVSE and Make-Ready Parking Spaces installed pursuant to Section D below in development applications that are subject to site plan approval are considered a permitted accessory use as described in subparagraph (1) above.
3. All EVSE and Make-Ready parking spaces shall be subject to applicable local and/or Department of Community Affairs permit and inspection requirements.
4. The Borough Engineer and/or Zoning Officer shall enforce all signage and installation requirements described in this ordinance. Failure to meet the requirements in this Section shall be subject to the same enforcement and penalty provisions as other violations of the Borough of Watchung's land use regulations.
5. An application for development for the installation of EVSE or Make-Ready spaces at an existing gasoline service station, an existing retail establishment, or any other existing building shall not be subject to site plan or other land use board review, shall not require variance relief pursuant to N.J.S.A. 40:55D-1, *et seq.*, or any other law, rule, or regulation, and shall be approved through the issuance of a zoning permit by the administrative officer, provided the application meets the following requirements:
 - a. the proposed installation does not violate bulk requirements applicable to the property or the conditions of the original final approval of the site plan or subsequent approvals for the existing gasoline service station, retail establishment, or other existing building;
 - b. all other conditions of prior approvals for the gasoline service station, the existing retail establishment, or any other existing building continue to be met; and
 - c. the proposed installation complies with the construction codes adopted in or promulgated pursuant to the "State Uniform Construction Code Act," P.L.1975, c.217 (C.52:27D-1 to *et seq.*), any safety standards concerning the installation, and any State rule or regulation concerning electric vehicle charging stations.
6. An application pursuant to Subsection (5) above shall be deemed complete if:
 - a. the application, including the permit fee and all necessary documentation, is determined to be complete,
 - b. a notice of incompleteness is not provided within 20 days after the filing of the application, or
 - c. a one-time written correction notice is not issued within 20 days after filing of the application detailing all deficiencies in the application and identifying any additional information explicitly necessary to complete a review of the permit application.
7. EVSE and Make-Ready parking spaces installed at a gasoline service station, an existing retail establishment, or any other existing building shall be subject to applicable local and/or Department of Community Affairs inspection requirements.

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8. A permitting application solely for the installation of electric vehicle supply equipment permitted as an accessory use shall not be subject to review based on parking requirements.

D. Requirements for New Installation of EVSE and Make-Ready Parking Spaces

1. As a condition of preliminary site plan approval, for each application involving a multiple dwelling with five (5) or more units of dwelling space, which shall include a multiple dwelling that is held under a condominium or cooperative form of ownership, a mutual housing corporation, or a mixed-use development, the developer or owner, as applicable, shall:
- a. prepare as Make-Ready parking spaces at least fifteen (15%) percent of the required off-street parking spaces, and install EVSE in at least one-third of the fifteen (15%) percent of Make-Ready parking spaces;
 - b. within three (3) years following the date of the issuance of the certificate of occupancy, install EVSE in an additional one-third of the original fifteen (15%) percent of Make-Ready parking spaces; and
 - c. within six (6) years following the date of the issuance of the certificate of occupancy, install EVSE in the final one-third of the original fifteen (15%) percent of Make-Ready parking spaces.
 - d. Throughout the installation of EVSE in the Make-Ready parking spaces, at least five (5%) percent of the electric vehicle supply equipment shall be accessible for people with disabilities.
 - e. Nothing in this subsection shall be construed to restrict the ability to install electric vehicle supply equipment or Make-Ready parking spaces at a faster or more expansive rate than as required above.
2. As a condition of preliminary site plan approval, each application involving a parking lot or garage not covered in Subsection (1) above shall:
- a. Install at least one (1) Make-Ready parking space if there will be 50 or fewer off-street parking spaces.
 - b. Install at least two (2) Make-Ready parking spaces if there will be 51 to 75 off-street parking spaces.
 - c. Install at least three (3) Make-Ready parking spaces if there will be 76 to 100 off-street parking spaces.
 - d. Install at least four (4) Make-Ready parking spaces, at least one of which shall be accessible for people with disabilities, if there will be 101 to 150 off-street parking spaces.
 - e. Install at least four (4%) percent of the total parking spaces as Make-Ready parking spaces, at least five (5%) percent of which shall be accessible for people with disabilities, if there will be more than 150 off-street parking spaces.
 - f. In lieu of installing Make-Ready parking spaces, a parking lot or garage may install EVSE to satisfy the requirements of this Subsection.

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- g. Nothing in this Subsection shall be construed to restrict the ability to install electric vehicle supply equipment or Make-Ready parking spaces at a faster or more expansive rate than as required above.
- h. Notwithstanding the provisions of this Section, a retailer that provides 25 or fewer off-street parking spaces or the developer or owner of a single-family home shall not be required to provide or install any electric vehicle supply equipment or Make-Ready parking spaces.

E. Minimum Parking Requirements

- 1. All parking spaces with EVSE and Make-Ready equipment shall be included in the calculation of minimum required parking spaces, pursuant to Section 28-607.
- 2. A parking space prepared with EVSE or Make-Ready equipment shall count as at least two (2) parking spaces for the purpose of complying with a minimum parking space requirement. This shall result in a reduction of no more than ten (10%) percent of the total required parking.
- 3. All parking space calculations for EVSE and Make-Ready equipment shall be rounded up to the next full parking space.
- 4. Additional installation of EVSE and Make-Ready parking spaces above what is required in Section D above may be encouraged, but shall not be required in development projects.

F. Reasonable Standards for All New EVSE and Make-Ready Parking Spaces

- 1. Location and layout of EVSE and Make-Ready parking spaces is expected to vary based on the design and use of the primary parking area. It is expected flexibility will be required to provide the most convenient and functional service to users. Standards and criteria should be considered guidelines and flexibility should be allowed when alternatives can better achieve objectives for provision of this service.
- 2. Installation:
 - a. Installation of EVSE and Make-Ready parking spaces shall meet the electrical subcode of the Uniform Construction Code, N.J.A.C. 5:23-3.16.
 - b. Each EVSE or Make-Ready parking space that is not accessible for people with disabilities shall be not less than nine (9') feet wide or eighteen (18') feet in length. Exceptions may be made for existing parking spaces or parking spaces that were part of an application that received prior site plan approval.
 - c. To the extent practical, the location of accessible parking spaces for people with disabilities with EVSE and Make Ready equipment shall comply with the general accessibility requirements of the Uniform Construction Code, N.J.A.C. 5:23, and other applicable accessibility standards.
 - d. Each EVSE or Make-Ready parking space that is accessible for people with disabilities shall comply with the sizing of accessible parking space

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requirements in the Uniform Construction Code, N.J.A.C. 5:23, and other applicable accessibility standards.

3. EVSE Parking:

- a. Publicly-accessible EVSE shall be reserved for parking and charging electric vehicles only. Electric vehicles shall be connected to the EVSE.
- b. Electric vehicles may be parked in any parking space designated for parking, subject to the restrictions that would apply to any other vehicle that would park in that space.
- c. Public Parking. Pursuant to N.J.S.A. 40:48-2, publicly-accessible EVSE parking spaces shall be monitored by the Borough Police Department and enforced in the same manner as any other parking regulation. It shall be a violation of this Section to park or stand a non-electric vehicle in such a space, or to park an electric vehicle in such a space when it is not connected to the EVSE. Any non-electric vehicle parked or standing in a EVSE parking space or any electric vehicle parked and not connected to the EVSE shall be is subject to fine and/or impoundment of the offending vehicle as described in the general penalty provisions of Section 1-5. Signage indicating the penalties for violations shall comply with Subsection (5) below. Any vehicle parked in such a space shall make the appropriate payment for the space and observe the time limit for the underlying parking area, if applicable.
- d. Private Parking. The use of EVSE shall be monitored by the property owner or designee.

4. Safety

- a. Each publicly-accessible EVSE shall be located at a parking space that is designated for electric vehicles only and identified by green painted pavement and/or curb markings, a green painted charging pictograph symbol, and appropriate signage pursuant to Subsection (5) below.
- b. Where EVSE is installed, adequate site lighting and landscaping shall be provided in accordance with the Borough of Watchung's applicable zoning ordinances and regulations.
- c. Adequate EVSE protection such as concrete-filled steel bollards shall be used for publicly-accessible EVSE. Non-mountable curbing may be used in lieu of bollards if the EVSE is setback a minimum of twenty-four (24") inches from the face of the curb. Any stand-alone EVSE bollards should be three (3') to four (4') feet in height with concrete footings placed to protect the EVSE from accidental impact and to prevent damage from equipment used for snow removal.
- d. EVSE outlets and connector devices shall be no less than thirty-six (36") inches and no higher than forty-eight (48") inches from the ground or pavement surface where mounted, and shall contain a cord management system as described in Subsection (c) below. Equipment mounted on pedestals, lighting

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posts, bollards, or other devices shall be designated and located as to not impede pedestrian travel, create trip hazards on sidewalks, or impede snow removal.

- e. Each EVSE shall incorporate a cord management system or method to minimize the potential for cable entanglement, user injury, or connector damage. Cords shall be retractable or have a place to hang the connector and cord a safe and sufficient distance above the ground or pavement surface. Any cords connecting the charger to a vehicle shall be configured so that they do not cross a driveway, sidewalk, or passenger unloading area.
- f. Where EVSE is provided within a pedestrian circulation area, such as a sidewalk or other accessible route to a building entrance, the EVSE shall be located so as not to interfere with accessibility requirements of the Uniform Construction Code, N.J.A.C. 5:23, and other applicable accessibility standards.
- g. Publicly-accessible EVSEs shall be maintained in all respects, including the functioning of the equipment. A 24-hour on-call contact shall be provided on the equipment for reporting problems with the equipment or access to it. To allow for maintenance and notification, the Borough of Watchung shall require the owners/designee of publicly-accessible EVSE to provide information on the EVSE's geographic location, date of installation, equipment type and model, and owner contact information.

5. Signs

- a. Publicly-accessible EVSE shall have posted regulatory signs, as identified in this Section, allowing only charging electric vehicles to park in such spaces. For purposes of this section, "charging" means that an electric vehicle is parked at an EVSE and is connected to the EVSE. If time limits or vehicle removal provisions are to be enforced, regulatory signs including parking restrictions shall be installed immediately adjacent to, and visible from the EVSE. For private EVSE installation of signs and sign text is at the discretion of the owner.
- b. All regulatory signs shall comply with visibility, legibility, size, shape, color, and reflectivity requirements contained within the Federal Manual on Uniform Traffic Control Devices as published by the Federal Highway Administration.
- c. Wayfinding or directional signs, if necessary, shall be permitted at appropriate decision points to effectively guide motorists to the EVSE parking space(s). Wayfinding or directional signage shall be placed in a manner that shall not interfere with any parking space, drive lane, or exit and shall comply with b. above.
- d. In addition to the signage described above, the following information shall be available on the EVSE or posted at or adjacent to all publicly-accessible EVSE parking spaces:
 - 1) Hour of operations and/or time limits if time limits or tow-away provisions are to be enforced by the municipality or owner/designee;
 - 2) Usage fees and parking fees, if applicable; and
 - 3) Contact information (telephone number) for reporting when the equipment is not operating or other problems.

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6. Usage Fees

- a. For publicly-accessible municipal EVSE: In addition to any parking fees, there may be a fee to use parking spaces within the municipality identified as EVSE spaces at a rate per hour or per kWh that the electric vehicle is connected to the EVSE. This fee shall be established and amended by a Resolution adopted by the Borough Council.
- b. Private EVSE: Nothing in this ordinance shall be deemed to preclude a private owner/designee of an EVSE from collecting a fee for the use of the EVSE, in accordance with applicable State and Federal regulations. Fees shall be available on the EVSE or posted at or adjacent to the EVSE parking space.

BE IT FURTHER ORDAINED by the Council of the Borough of Watchung that should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to that end the provisions of this Ordinance are hereby declared to be severable; and

BE IT FURTHER ORDAINED by the Council of the Borough of Watchung that in the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough of Watchung, the provisions hereof shall be determined to govern, and the inconsistencies of the prior ordinance are hereby repealed. All other parts, portions and provisions of the Ordinances of the Borough of Watchung are hereby ratified and confirmed, except where inconsistent with the terms hereof; and

BE IT FURTHER ORDAINED that the Borough Clerk is directed to give notice at least ten days prior to a hearing on the adoption of this ordinance to the Somerset County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required); and

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ORDINANCE NO. 22/09**

BE IT FURTHER ORDAINED that after introduction, the Borough Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Borough of Watchung for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Borough Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate; and

BE IT FURTHER ORDAINED by the County of the Borough of Watchung that within five (5) days after its adoption by the Council, this Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40A:60-5(d). If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved; and

BE IT FURTHER ORDAINED by the Council of the Borough of Watchung that this Ordinance shall take effect upon final passage and publication according to law; and approval by the Mayor pursuant to N.J.S.A. 40A:60-5(d).

INTRODUCED: HAYECK
PASSED: NOVEMBER 21, 2022
PUBLISHED: DECEMBER 8, 2022
ADOPTED: DECEMBER 22, 2022

INDEX: CODE, LAND DEV.
C: C. TAYLOR, A. HART, T. SNYDER

ATTEST:

BOROUGH OF WATCHUNG

Edith Gil, Borough Clerk

By: _____
Keith Balla, Mayor

**BOROUGH OF WATCHUNG
RESOLUTION: R2**

BE IT RESOLVED that Ordinance **OR:22/09** entitled:

“ORDINANCE AMENDING BOROUGH CODE, CHAPTER 28 LAND DEVELOPMENT, AND ESTABLISHING ZONING REGULATIONS FOR THE ELECTRIC VEHICLE SUPPLY/SERVICE EQUIPMENT THROUGHOUT THE BOROUGH OF WATCHUNG PURSUANT TO P.L. 2021, C.171.” can now be adopted after public hearing.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the Borough Clerk is hereby authorized to publish notice of adoption in accordance with law. This ordinance shall become effective after final passage, adoption and publication in accordance with law.

Freddie Hayeck, Council Member

Keith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: CODE, LAND DEV.
C: COURTS, POLICE,
C. TAYLOR, T. SNYDER

**BOROUGH OF WATCHUNG
RESOLUTION: R3**

WHEREAS, Section 2-25.13 of the Code of the Borough of Watchung requires that contracts for purchases or services involving more than two thousand dollars be awarded by a resolution of the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the Purchasing Agent be authorized to issue Purchase Orders as follows:

Vendor: Gentilini Chevrolet, 500 John S. Penn Blvd, Woodbine, NJ 08270
Item: Two (2) 2022 Chevy Tahoe Admin Black and Gray
Total Price: \$115,008.44
Charged to: G-03-585-202 and C-02-111-001

Vendor: Civic Plus, 302 South 4th Street, Manhattan, KS 66502
Item: Agenda management system
Total Price: \$12,290.00
Charged to: 2-01-610-203 and 2-01-120-233

Vendor: Somerset County Clerk, 20 Grove Street, Somerville, NJ 08876
Item: 2022 Primary Election Ballots Mailed
Total Price: \$2,959.321
Charged to: 2-01-125-258 and 2-01-120-258

Ronald Jubin, Council President

Keith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: PURCHASING
C: B. HANCE

BOROUGH OF WATCHUNG
 15 Mountain Boulevard
 Watchung, NJ 07069
 TEL (908)756-0080 FAX (908)757-7027

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-01241

ORDER DATE: 12/14/22
 REQUISITION NO: RR200720
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	ES,

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

SHIP TO	WATCHUNG POLICE DEPARTMENT 840 SOMERSET STREET WATCHUNG, NJ 07069-4952 ATTN: SERVICE DIVISION
	VENDOR #: GENTCHEV Gentilini Chevrolet 500 John S Penn Blvd Woodbine, NJ 08270 United States Phone: (609)484-0555

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2022 Chevy Tahoe Admin Black Quote # EST7086	G-03- -585-202 American Rescue Plan Act 2021	57,504.2200	57,504.22
1.00	2nd '22 Chevy Tahoe Admin Gray Quote # EST7086	G-03- -585-202 American Rescue Plan Act 2021	19,307.2200	19,307.22
1.00	Black if Gray is not available.	C-02- -111-001 2021 Police Department Equipment	38,197.0000	38,197.00
			TOTAL	115,008.44

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE</p> <p>OFFICIAL POSITION DATE</p> <p>TAX ID NO. OR SOCIAL SECURITY NO.</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER & ITEMIZED BILLS TO: BOROUGH OF WATCHUNG 15 Mountain Boulevard watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>Chief Financial Officer</p> <p>COUNCIL APPROVAL CAN BE SEEN</p> <p>ON BILL LIST RESOLUTION</p>

BOROUGH OF WATCHUNG
 15 Mountain Boulevard
 Watchung, NJ 07069
 TEL (908)756-0080 FAX (908)757-7027

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-01249

S H I P T O	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399
	V E N D O R

ORDER DATE: 12/16/22
 REQUISITION NO:
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

PAYMENT RECORD
CHECK NO.
DATE PAID

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Agenda Management System		12,290.0000	12,290.00
	32.55 %	2-01- -610-203 Office Equipment		
	32.55 %	2-01- -120-233 Computer Expenses		
	34.91 %	2-01- -160-233 Computer Expense		
			TOTAL	12,290.00

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>_____ VENDOR SIGN HERE</p> <p>_____ OFFICIAL POSITION DATE</p> <p>_____ TAX ID NO. OR SOCIAL SECURITY NO.</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>_____ DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER & ITEMIZED BILLS TO:</p> <p>BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>_____ Chief Financial Officer</p> <p>_____ COUNCIL APPROVAL CAN BE SEEN</p> <p>_____ ON BILL LIST RESOLUTION</p>



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:

Q-31326-1

Date:

11/7/2022 9:07 AM

Expires On:

12/31/2022

Client:

WATCHUNG, NEW JERSEY

Bill To:

WATCHUNG, NEW JERSEY

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Levi Smith	x(785) 323-4791	lesmith@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee	One-time
1.00	CivicClerk Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams	Renewable
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicClerk Premium Implementation Package	Premium Implementation Package – Up to 15 Boards	
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	One-time
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	One-time

List Price - Year 1 Total	USD 15,315.00
Total Investment - Year 1	USD 12,290.00
Annual Recurring Services - Year 2	USD 8,190.00

BOROUGH OF WATCHUNG
 15 Mountain Boulevard
 Watchung, NJ 07069
 TEL (908)756-0080 FAX (908)757-7027

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-01258

ORDER DATE: 12/20/22
 REQUISITION NO: RR200727
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

SHIP TO	WATCHUNG MUNICIPAL BUILDING ATTN: Edith Gil 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399
	VENDOR #: SOM18
VENDOR	SOMERSET COUNTY CLERK 20 GROVE STREET POST OFFICE BOX 3000 SOMERVILLE, NJ 08876-1262

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2022 Primary Elections	2-01- -125-258	1,500.0000	1,500.00
		Printing & Binding		
1.00	2022 Primary Elections	2-01- -120-258	1,459.3100	1,459.31
		Printing & Binding		
			TOTAL	2,959.31

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE</p> <p>OFFICIAL POSITION DATE</p> <p>TAX ID/NO. OR SOCIAL SECURITY NO.</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER & ITEMIZED BILLS TO:</p> <p>BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>Chief Financial Officer</p> <p>COUNCIL APPROVAL CAN BE SEEN</p> <p>ON BILL LIST RESOLUTION</p>

**BOROUGH OF WATCHUNG
RESOLUTION: R4**

WHEREAS, the property owner of 36 Gildersleeve Place, also known as Block 1501 Lot 1.01, received a 100% tax exemption; and

WHEREAS, this exemption created an overpayment of taxes in the amount of \$4,606.48.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the refund of said payment be made per the details listed below:

Block 1501 Lot 1.01
Raymond Brereton
36 Gildersleeve Place Watchung, New Jersey 07069
Amount: \$4,606.48

Ronald Jubin, Council President

Keith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: FINANCE-MISC.
C: FINANCE,

Range of Checking Accts: AFFORD HOUSING to WIRE TRANSFER range of Check Dates: 11/16/22 to 12/15/22
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
AFFORD HOUSING AFFORDABLE HOUSING TRUST FUND							
682	12/13/22	CGPH CGP&H					5553
21-00043	12	housing administrative agent	681.50	H-06- -100-101	Budget		1 1
Affordable Housing Trust Fund							
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
	Checks:		1	0	681.50	0.00	
	Direct Deposit:		0	0	0.00	0.00	
	Total:		1	0	681.50	0.00	

CAPITAL ACCOUNT Investors Savings Capital Fund							
Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
1 12/06/22 WAT03 WATCHUNG BOROUGH CURRENT FUND							
22-01187	1	reserve for debt service	58,000.00	C-02- -999-111	Budget		5548 1 1
RESERVE FOR PRNT OF DEBT SERVICE							
2336 12/15/22 REMINGTO Remington & Vernick Engineers							
22-00035	132	Engineering Infrastructure	3,824.12	C-02- -902-B12	Budget		5557 1 1
JOHNSTON DR UNFUNDED							
22-00035	133	Engineering Infrastructure	2,358.38	C-02- -104-A11	Budget		2 1
2021 Roadway Improvements							
22-00035	134	Engineering Infrastructure	1,690.00	C-02- -104-A11	Budget		3 1
2021 Roadway Improvements							
22-00035	135	Engineering Lake	1,352.00	C-02- -815-B04	Budget		4 1
Watchung Lake Engineering Study							
22-00447	9	NJDOT Roadway Projects	10,698.52	C-02- -104-A11	Budget		5 1
2021 Roadway Improvements							
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
	Checks:		2	0	77,923.02	0.00	
	Direct Deposit:		0	0	0.00	0.00	
	Total:		2	0	77,923.02	0.00	

CURRENT FUND Investors Bank Current Fund							
Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
39528 11/18/22 FUN FUN SERVICES							
22-00973	1	DJ INFLATABLES, GAMETRAILER, ETC	3,310.00	2-01- -245-203	Budget	11/30/22	5541 1 1
Harvest Festival							
39529 11/18/22 PSEG PSEG CO.							
22-01108	1	Building Electricity	10,282.26	2-01- -283-163	Budget		5541 4 1
Electricity							
22-01108	2	Building Gas	383.65	2-01- -283-362	Budget		5 1
Heating/AC							
22-01108	3	Building Gas	688.73	2-01- -225-263	Budget		6 1
Gas & Electric							
22-01108	4	Street Traffic Lighting	12,545.91	2-01- -283-163	Budget		7 1
Electricity							
			<u>23,900.55</u>				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Ref Acct
CURRENT FUND		Investors Bank Current Fund		Continued					
39530	11/18/22	WVGC Watchung Valley Golf Club							5541
22-01025	1	Holiday Party	4,800.00	2-01- -110-278 Community Relations	Budget			2	1
22-01025	2	service charge	960.00	2-01- -110-278 Community Relations	Budget			3	1
			<u>5,760.00</u>						
356	11/22/22	PURCH PURCHASE POWER				11/30/22			5542
22-00529	5	postage	1,000.00	2-01- -405-257 Postage	Budget			1	1
357	11/22/22	OPTIMUM Optimum				11/30/22			5542
22-01063	2	OPTIMUM	323.46	2-01- -283-459 Telephone	Budget			2	1
358	11/22/22	CONSTANT Constant Contact				11/30/22			5542
22-01110	1	2022 Constant Contact Service	40.00	2-01- -110-278 Community Relations	Budget			3	1
359	11/22/22	VW VERIZON WIRELESS				11/30/22			5542
22-00936	2	Verizon thru October	8,184.86	2-01- -283-459 Telephone	Budget			5	1
22-00936	3	Verizon November	264.72	2-01- -283-459 Telephone	Budget			4	1
22-00936	4	Verizon November	981.44	2-01- -283-459 Telephone	Budget			6	1
			<u>9,431.02</u>						
360	11/22/22	TRANSFIR TransFirst				11/30/22			5542
22-00022	15	court credit card thru October	1,016.11	2-01- -405-282 Specialized Services	Budget			7	1
22-00022	16	court credit card November	368.65	2-01- -405-282 Specialized Services	Budget			8	1
			<u>1,384.76</u>						
361	11/22/22	PERS State of New Jersey				11/30/22			5542
22-00137	21	Active Bill November	84,107.38	2-01- -175-393 Health Benefits Plan	Budget			10	1
22-00137	22	Retired Bill November	64,069.80	2-01- -175-393 Health Benefits Plan	Budget			9	1
			<u>148,177.18</u>						
362	11/22/22	WAT18 WATCHUNG TAX COLLECTOR				11/30/22			5534
22-01045	1	waive interest	41.43	2-01- -110-278 Community Relations	Budget			127	1
363	11/30/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.				11/30/22			5543
22-01147	1	Watchung Boro Payroll	500.00	2-01- -110-111 Salary & wage	Budget			1	1
22-01147	2	Watchung Boro Payroll	264.53	2-01- -200-111 Salary & wage	Budget			2	1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/ Void Contract	Ref Seq	Ref Num
PO #	Item	Description						Acct
CURRENT FUND Investors Bank Current Fund Continued								
363 WATCHUNG BORO. PAYROLL ACCT. Continued								
22-01147	3	Watchung Boro Payroll	723.00	2-01- -255-111 Salary & Wage	Budget		3	1
22-01147	4	Watchung Boro Payroll	375.00	2-01- -110-111 Salary & Wage	Budget		4	1
22-01147	5	Watchung Boro Payroll	9,390.32	2-01- -115-111 Salary & Wage	Budget		5	1
22-01147	6	Watchung Boro Payroll	8,055.29	2-01- -130-111 Salary & Wage	Budget		6	1
22-01147	7	Watchung Boro Payroll	3,737.46	2-01- -135-111 Salary & Wage	Budget		7	1
22-01147	8	Watchung Boro Payroll	2,345.59	2-01- -140-111 Salary & Wage	Budget		8	1
22-01147	9	Watchung Boro Payroll	2,407.85	2-01- -150-111 Salary & Wages	Budget		9	1
22-01147	10	Watchung Boro Payroll	11,394.88	2-01- -205-111 Salary & Wage	Budget		10	1
22-01147	11	Watchung Boro Payroll	153.68	2-01- -205-112 Overtime	Budget		11	1
22-01147	12	Watchung Boro Payroll	1,457.97	2-01- -187-111 Salary & Wage	Budget		12	1
22-01147	13	Watchung Boro Payroll	151,167.23	2-01- -190-111 Salary & Wage	Budget		13	1
22-01147	14	Watchung Boro Payroll	11,828.55	2-01- -190-112 Overtime	Budget		14	1
22-01147	15	Watchung Boro Payroll	10,543.51	2-01- -205-111 Salary & Wage	Budget		15	1
22-01147	16	Watchung Boro Payroll	517.72	2-01- -205-112 Overtime	Budget		16	1
22-01147	17	Watchung Boro Payroll	1,012.25	2-01- -265-111 Salary & Wage	Budget		17	1
22-01147	18	Watchung Boro Payroll	2,820.45	2-01- -405-111 Salary & Wage	Budget		18	1
22-01147	19	Watchung Boro Payroll	64.08	2-01- -307-283 DCRP	Budget		19	1
22-01147	20	Watchung Boro Payroll	9,124.46	2-01- -310-218 Social Security / Medicare	Budget		20	1
22-01147	21	Watchung Boro Payroll	607.31	2-01- -115-111 Salary & Wage	Budget		21	1
22-01147	22	Watchung Boro Payroll	8,189.18	2-01- -115-111 Salary & Wage	Budget		22	1
22-01147	23	Watchung Boro Payroll	8,587.35	2-01- -260-111 Salary & Wage	Budget		23	1
			<u>245,267.66</u>					
364	11/30/22	BEL VERIZON				11/30/22	5543	
22-01066	2	Verizon	222.96	2-01- -283-459 Telephone	Budget		24	1
365	11/30/22	CONSTANT Constant Contact				11/30/22	5543	
22-01110	2	2022 Constant Contact Service	45.00	2-01- -110-278 Community Relations	Budget		25	1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CURRENT FUND		Investors Bank Current Fund		Continued			
366	11/30/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.				11/30/22	5543
22-01134	1	Watchung Boro Payroll	500.00	2-01- -110-111 Salary & Wage	Budget		26 1
22-01134	2	Watchung Boro Payroll	561.19	2-01- -160-111 Salary & wage	Budget		27 1
22-01134	3	Watchung Boro Payroll	264.53	2-01- -200-111 Salary & wage	Budget		28 1
22-01134	4	Watchung Boro Payroll	723.00	2-01- -255-111 Salary & Wage	Budget		29 1
22-01134	5	Watchung Boro Payroll	375.00	2-01- -110-111 Salary & wage	Budget		30 1
22-01134	6	Watchung Boro Payroll	9,390.32	2-01- -115-111 Salary & wage	Budget		31 1
22-01134	7	Watchung Boro Payroll	7,555.29	2-01- -130-111 Salary & wage	Budget		32 1
22-01134	8	Watchung Boro Payroll	500.00	2-01- -140-111 Salary & wage	Budget		33 1
22-01134	9	Watchung Boro Payroll	3,750.46	2-01- -135-111 Salary & Wage	Budget		34 1
22-01134	10	Watchung Boro Payroll	2,291.66	2-01- -140-111 Salary & wage	Budget		35 1
22-01134	11	Watchung Boro Payroll	2,407.85	2-01- -150-111 Salary & wages	Budget		36 1
22-01134	12	Watchung Boro Payroll	11,394.88	2-01- -205-111 Salary & wage	Budget		37 1
22-01134	13	Watchung Boro Payroll	1,457.97	2-01- -187-111 Salary & wage	Budget		38 1
22-01134	14	Watchung Boro Payroll	152,673.84	2-01- -190-111 Salary & wage	Budget		39 1
22-01134	15	Watchung Boro Payroll	16,208.76	2-01- -190-112 Overtime	Budget		40 1
22-01134	16	Watchung Boro Payroll	10,543.51	2-01- -205-111 Salary & Wage	Budget		41 1
22-01134	17	Watchung Boro Payroll	8,051.63	2-01- -250-111 Salary & wage	Budget		42 1
22-01134	18	Watchung Boro Payroll	1,012.25	2-01- -265-111 Salary & wage	Budget		43 1
22-01134	19	Watchung Boro Payroll	2,820.45	2-01- -405-111 Salary & wage	Budget		44 1
22-01134	20	Watchung Boro Payroll	62.74	2-01- -307-283 DCRP	Budget		45 1
22-01134	21	Watchung Boro Payroll	9,008.09	2-01- -310-218 Social Security / Medicare	Budget		46 1
22-01134	22	Watchung Boro Payroll	8,189.18	2-01- -115-111 Salary & wage	Budget		47 1
			<u>249,742.60</u>				
367	11/30/22	PURCH PURCHASE POWER				11/30/22	5543
22-00830	3	meter rental	120.00	2-01- -405-267 Office Furn. & Equip. Service	Budget		48 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CURRENT FUND		Investors Bank Current Fund	Continued				
368	11/30/22	PURCH PURCHASE POWER				11/30/22	5543
22-00830	2	postage	1,000.00	2-01- -405-257 Postage	Budget		49 1
369	11/30/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.				11/30/22	5546
22-01109	1	Watchung Boro Payroll	500.00	2-01- -110-111 Salary & Wage	Budget		1 1
22-01109	2	Watchung Boro Payroll	2,466.00	2-01- -190-111 Salary & Wage	Budget		2 1
22-01109	3	Watchung Boro Payroll	264.53	2-01- -200-111 Salary & Wage	Budget		3 1
22-01109	4		723.00	2-01- -255-111 Salary & Wage	Budget		4 1
22-01109	5		375.00	2-01- -110-111 Salary & Wage	Budget		5 1
22-01109	6		9,390.32	2-01- -115-111 Salary & Wage	Budget		6 1
22-01109	7		8,189.18	2-01- -120-111 Salary & Wage	Budget		7 1
22-01109	8		500.00	2-01- -140-111 Salary & Wage	Budget		8 1
22-01109	9		7,555.29	2-01- -130-111 Salary & Wage	Budget		9 1
22-01109	10		3,698.46	2-01- -135-111 Salary & Wage	Budget		10 1
22-01109	11		2,291.66	2-01- -140-111 Salary & Wage	Budget		11 1
22-01109	12		11,394.88	2-01- -205-111 Salary & Wage	Budget		12 1
22-01109	13	watchung Boro Payroll	825.96	2-01- -205-112 Overtime	Budget		13 1
22-01109	14	Watchung Boro Payroll	1,457.97	2-01- -187-111 Salary & wage	Budget		14 1
22-01109	15	Watchung Boro Payroll	152,673.84	2-01- -190-111 Salary & wage	Budget		15 1
22-01109	16	Watchung Boro Payroll	9,883.96	2-01- -190-112 Overtime	Budget		16 1
22-01109	17	Watchung Boro Payroll	486.62	2-01- -190-111 Salary & Wage	Budget		17 1
22-01109	18	Watchung Boro Payroll	10,543.51	2-01- -205-111 Salary & Wage	Budget		18 1
22-01109	19	watchung Boro Payroll	1,450.22	2-01- -205-112 Overtime	Budget		19 1
22-01109	20	watchung Boro Payroll	8,242.11	2-01- -250-111 Salary & wage	Budget		20 1
22-01109	21	Watchung Boro Payroll	1,012.25	2-01- -265-111 Salary & wage	Budget		21 1
22-01109	22	Watchung Boro Payroll	2,820.45	2-01- -405-111 Salary & wage	Budget		22 1
22-01109	23	watchung Boro Payroll	9,041.20	2-01- -310-218 Social Security / Medicare	Budget		23 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
PO #	Item	Description							
CURRENT FUND Investors Bank Current Fund Continued									
369	22-01109	WATCHUNG BORO. PAYROLL ACCT.							
	24	Watchung Boro Payroll	72.78	2-01- -307-283	Budget		24	1	
				DCRP					
	25	Watchung Boro Payroll	2,407.85	2-01- -150-111	Budget		25	1	
				Salary & Wages					
	26	Watchung Boro Payroll	861.00	2-01- -160-111	Budget		26	1	
				Salary & Wage					
	27	Watchung Boro Payroll	0.54	2-01- -190-111	Budget		27	1	
				Salary & Wage					
			249,127.50						
370	12/06/22	WAT05 WATCHUNG BOROUGH CAPITAL ACCT.							5548
	22-01184	1 bond sale funds	125,400.00	2-01- -931-999	Budget		1	1	
				Due To Capital					
371	12/06/22	WAT10 WATCHUNG BOROUGH OTHER ESCROW							5548
	22-01188	-1 open space trust fund 2022	381,700.00	2-01- -936-999	Budget		2	1	
				Due to Open Space Trust Fund					
372	12/06/22	WAT04 WATCHUNG BOROUGH GRANT FUND							5548
	22-01186	1 ARP Funds	314,319.67	2-01- -924-999	Budget		3	1	
				DUE TO GRANT FUND					
373	12/06/22	WAT12 WATCHUNG ASSESSMENT TRUST FUND							5548
	22-01185	1 tax collections thru November	132,347.19	2-01- -934-999	Budget		4	1	
				Due To Assessment Trust Fund					
374	12/13/22	WAT10 WATCHUNG BOROUGH OTHER ESCROW							5550
	22-01220	1 accumulated sick leave bank	100,000.00	2-01- -190-111	Budget		1	1	
				Salary & Wage					
375	12/13/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.							5550
	22-01224	1 12/15/22 payroll	500.00	2-01- -110-111	Budget		2	1	
				Salary & Wage					
	22-01224	2 12/15/22 payroll	392.00	2-01- -160-111	Budget		3	1	
				Salary & wage					
	22-01224	3 12/15/22 payroll	124.24	2-01- -165-111	Budget		4	1	
				Salary & wage					
	22-01224	4 12/15/22 payroll	444.70	2-01- -260-111	Budget		5	1	
				Salary & Wage					
	22-01224	5 12/15/22 payroll	20.81	2-01- -200-111	Budget		6	1	
				Salary & wage					
	22-01224	6 12/15/22 payroll	243.72	2-01- -115-111	Budget		7	1	
				Salary & wage					
	22-01224	7 12/15/22 payroll	723.00	2-01- -255-111	Budget		8	1	
				Salary & wage					
	22-01224	8 12/15/22 payroll	375.00	2-01- -110-111	Budget		9	1	
				Salary & Wage					
	22-01224	9 12/15/22 payroll	3,541.35	2-01- -110-111	Budget		10	1	
				Salary & Wage					
	22-01224	10 12/15/22 payroll	3,848.97	2-01- -115-111	Budget		11	1	
				Salary & Wage					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/ Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CURRENT FUND		Investors Bank Current Fund	Continued				
375	WATCHUNG BORO.	PAYROLL ACCT.	Continued				
22-01224	11	12/15/22 payroll	1,688.49	2-01- -120-111 Salary & wage	Budget		12 1
22-01224	12	12/15/22 payroll	5,000.00	2-01- -230-111 Salary & wage	Budget		13 1
22-01224	13	12/15/22 payroll	1,500.69	2-01- -115-111 Salary & wage	Budget		14 1
22-01224	14	12/15/22 payroll	2,762.46	2-01- -135-111 Salary & wage	Budget		15 1
22-01224	15	12/15/22 payroll	1,261.00	2-01- -115-111 Salary & wage	Budget		16 1
22-01224	16	12/15/22 payroll	2,291.66	2-01- -140-111 Salary & wage	Budget		17 1
22-01224	17	12/15/22 payroll	2,407.85	2-01- -150-111 Salary & wages	Budget		18 1
22-01224	18	12/15/22 payroll	11,394.88	2-01- -205-111 Salary & wage	Budget		19 1
22-01224	19	12/15/22 payroll	1,457.97	2-01- -187-111 Salary & wage	Budget		20 1
22-01224	20	12/15/22 payroll	10,543.51	2-01- -205-111 Salary & wage	Budget		21 1
22-01224	21	12/15/22 payroll	634.47	2-01- -205-112 Overtime	Budget		22 1
22-01224	22	12/15/22 payroll	3,886.00	2-01- -250-111 Salary & wage	Budget		23 1
22-01224	23	12/15/22 payroll	4,314.44	2-01- -260-111 Salary & wage	Budget		24 1
22-01224	24	12/15/22 payroll	441.08	2-01- -265-111 Salary & wage	Budget		25 1
22-01224	25	12/15/22 payroll	571.17	2-01- -260-111 Salary & wage	Budget		26 1
22-01224	26	12/15/22 payroll	2,820.45	2-01- -405-111 Salary & wage	Budget		27 1
22-01224	27	12/15/22 payroll	2,315.85	2-01- -130-111 Salary & wage	Budget		28 1
22-01224	28	12/15/22 payroll	5,739.44	2-01- -175-401 Health Insurance waiver	Budget		29 1
22-01224	29	12/15/22 payroll	2,713.51	2-01- -175-401 Health Insurance waiver	Budget		30 1
22-01224	30	12/15/22 payroll	89.99	2-01- -307-283 DCRP	Budget		31 1
22-01224	31	12/15/22 payroll	8,959.96	2-01- -310-218 Social Security / Medicare	Budget		32 1
			85,008.66				
376	12/13/22	WAT10 WATCHUNG BORO. OTHER ESCROW					5550
22-01227	1	storm recovery reserve	25,000.00	2-01- -205-111 Salary & wage	Budget		33 1
377	12/13/22	PERS State of New Jersey					5550
22-00137	23	Retired Bill December	62,292.33	2-01- -175-393 Health Benefits Plan	Budget		34 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CURRENT FUND		Investors Bank Current Fund		Continued			
378	12/13/22	PERS State of New Jersey					5550
22-00137	24	Active Bill December	81,641.41	2-01- -175-393	Budget		35 1
				Health Benefits Plan			
379	12/13/22	CLEARFLY Clearly					5550
22-01033	2	Phone service December	369.36	2-01- -283-459	Budget		36 1
				Telephone			
380	12/13/22	TRANSFIR Transfirst					5550
22-00022	17	court credit card	217.84	2-01- -405-282	Budget		38 1
				Specialized Services			
22-00022	18	court credit card	215.47	2-01- -405-282	Budget		37 1
				Specialized Services			
			433.31				
381	12/13/22	WAT18 WATCHUNG TAX COLLECTOR		(Replacement of: CURRENT FUND 39650)			5556
22-01229	1	waive interest due to the	10.07	2-01- -110-278	Budget		271 1
				Community Relations			
39531	12/13/22	ACCSESNJ ACCSES New Jersey, Inc.					5556
22-00798	6	cleaning services November	4,397.95	2-01- -205-273	Budget		102 1
				Other Contractual Services			
22-00798	7	cleaning services December	4,397.95	2-01- -205-273	Budget		103 1
				Other Contractual Services			
22-00798	8	firehouse cleaning November	342.67	2-01- -205-273	Budget		104 1
				Other Contractual Services			
			9,138.57				
39532	12/13/22	AOS Action Data Services					5556
22-00013	30	payroll processing	446.75	2-01- -130-281	Budget		31 1
				Prof. & Contr. Services-Other			
22-00013	31	payroll processing	291.56	2-01- -130-281	Budget		32 1
				Prof. & Contr. Services-Other			
22-00013	32	payroll processing	1,254.19	2-01- -110-281	Budget		33 1
				Prof & Cons. Servs. - Other			
			1,992.50				
39533	12/13/22	ADVANCED Advanced Traffic Control					5556
22-01028	1	election traffic control	1,773.25	2-01- -110-278	Budget		121 1
				Community Relations			
39534	12/13/22	AMAZ Amazon c/o Synchrony Bank					5556
22-01099	1	Calendars and P-Touch Tapes	640.24	2-01- -190-227	Budget		136 1
				Office Supplies & Materials			
22-01106	1	Cabinet - Locking	214.85	2-01- -190-221	Budget		141 1
				Office Furniture & Equip.			
22-01106	2	Kleenex	67.06	2-01- -190-227	Budget		142 1
				Office Supplies & Materials			
22-01106	3	Avery 3 ring binders (4pk)	18.47	2-01- -190-227	Budget		143 1
				Office Supplies & Materials			
22-01106	4	Scotch heavy duty 6 rolls	14.99	2-01- -190-227	Budget		144 1
				Office Supplies & Materials			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num
PO #		Item Description						Acct
CURRENT FUND		Investors Bank Current Fund		Continued				
39534	Amazon c/o Synchrony Bank	Continued						
22-01106	5	Pilot FriXion Clicker	47.44	2-01- -190-227	Budget		145	1
				Office Supplies & Materials				
22-01106	6	Swat-T Tourniquet Orange	269.85	2-01- -190-231	Budget		146	1
				Emergency & Safety Supplies				
22-01106	7	Hoppes Boresnake	19.82	2-01- -190-232	Budget		147	1
				General Supplies, NOC				
22-01106	8	Pro .223 Cleaning Kit	18.99	2-01- -190-232	Budget		148	1
				General Supplies, NOC				
22-01106	9	Clenzoi! Bore Cleaner - 9MM	27.98	2-01- -190-232	Budget		149	1
				General Supplies, NOC				
22-01106	10	Bianchi Leather 82 Size 11	495.12	2-01- -190-232	Budget		150	1
				General Supplies, NOC				
22-01107	1	VOLLEYBALLS	60.43	2-01- -245-213	Budget		151	1
				volleyball/men's softball				
			1,895.24					
39535	12/13/22	AMAZON2 Amazon c/o Synchrony Bank					5556	
22-01094	5	calendar	26.90	2-01- -130-227	Budget		135	1
				Office Supplies & Materials				
39536	12/13/22	ANDE2 SCOTT ANDERLE					5556	
22-01207	1	Marinos Pizzeria CID Invest	97.53	2-01- -190-235	Budget		228	1
				Food & Drugs				
39537	12/13/22	ANGELO1 Regina Angelo					5556	
22-01144	1	Mileage Reimbursement	103.76	2-01- -120-274	Budget		181	1
				Conference Expense				
39538	12/13/22	ASCARANO Angelo Scarano Inc.					5556	
22-01013	1	TEMPORARY RESTROOM - FOR EVENT	150.00	2-01- -245-203	Budget		116	1
				Harvest Festival				
22-01105	1	TEMPORARY RESTROOM INV. 35433	125.00	2-01- -245-278	Budget		140	1
				Community Relations				
22-01142	1	TEMPORARY RESTROOM RENTAL	125.00	2-01- -245-265	Budget		179	1
				Misc. Rental Costs				
			400.00					
39539	12/13/22	AUTOR005 Auto Rebuilder					5556	
22-00892	1	Repair Car 14	8,166.43	2-01- -190-269	Budget		108	1
				Vehicle Repair & Maint.				
22-00892	2	Repair Car 14 - deductible	2,500.00	2-01- -190-269	Budget		109	1
				Vehicle Repair & Maint.				
			10,666.43					
39540	12/13/22	BATEM DIFRANCESCO, BATEMAN, COLEY,					5556	
22-00030	54	tax appeals 10/31/22	561.00	2-01- -135-279	Budget		38	1
				Profess. & Consultant Legal				
39541	12/13/22	BEL VERIZON					5556	
22-01195	1	Verizon	3,886.59	2-01- -283-459	Budget		220	1
				Telephone				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
CURRENT FUND		Investors Bank Current Fund		Continued					
39542	12/13/22	BRERE RAYMOND BRERETON					5556		
22-01228	1	tax overpayment refund	4,606.48	2-01- -921-999 REFUND TAX OVERPAYMENT	Budget	270		1	
39543	12/13/22	BRIGHTVI Bright View Engineering, LLC					5556		
22-00224	20	Shop Rite Services	4,340.78	2-01- -160-281 Prof. & Cons. Servs. Other	Budget	88		1	
39544	12/13/22	BRTECHN BRT Technologies, LLC					5556		
22-00250	4	Assessor postcards	1,323.54	2-01- -135-258 Printing & Binding	Budget	89		1	
22-00250	5	PDF forms	15.00	2-01- -130-258 Printing & Binding	Budget	90		1	
			<u>1,338.54</u>						
39545	12/13/22	BURN ROBERT BURNS					5556		
22-01167	1	Medicare Part B Reimbursement	1,020.60	2-01- -175-393 Health Benefits Plan	Budget	196		1	
39546	12/13/22	CAVILHAS Gina Cavilhas					5556		
17-00979	1	sewer refund	341.50	2-01- -949-999 RESERVE FOR ENCUMBRANCE	Budget	1		1	
39547	12/13/22	CEUNION CEUNION					5556		
22-01051	1		55.00	2-01- -120-276 Training Aids & Programs	Budget	129		1	
39548	12/13/22	CMEASSOC CME Associates					5556		
21-00001	35	10/25-11/05 general engineer	2,450.75	1-01- -150-281 Prof. & Cons. Serv. Other	Budget	7		1	
39549	12/13/22	CONCENTR CONCENTRA					5556		
21-00052	1	audiogram testing	217.50	2-01- -949-999 RESERVE FOR ENCUMBRANCE	Budget	8		1	
39550	12/13/22	CSM CSM					5556		
22-01052	1	Symantec Endpoint Support	1,000.00	2-01- -190-273 Other Contractual Service	Budget	130		1	
39551	12/13/22	CTAYL CAROLYN TAYLOR					5556		
19-00267	1	Coffee	14.82	2-01- -949-999 RESERVE FOR ENCUMBRANCE	Budget	2		1	
22-00298	1	NOTARY COUNTY RENEWAL FEE	15.00	2-01- -250-256 Membership Dues	Budget	91		1	
			<u>29.82</u>						
39552	12/13/22	CZAIKOV CRAIG ZAIKOV					5556		
22-01101	1	WATCHUNGHOOPS.COM HOSTING	250.00	2-01- -245-209 Travel Basketball	Budget	137		1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CURRENT FUND		Investors Bank Current Fund		Continued			
39553	12/13/22	DEER ReadyRefresh by Nestle					5556
22-00166	10	2022 Police Monthly Water	499.30	2-01- -190-283 Unclassified Expenses	Budget		84 1
39554	12/13/22	DEERC DEER CARCASS REMOVAL SERVICE					5556
22-01040	2	Deer Carcass Removal	50.00	2-01- -190-282 Specialized Services	Budget		126 1
39555	12/13/22	DEROC MICHELLE DEROCO					5556
22-01168	1	Medicare Part B Reimbursement	2,041.20	2-01- -175-393 Health Benefits Plan	Budget		197 1
39556	12/13/22	DLL Toshiba Fin Services Leasing					5556
22-00003	46	copier lease	3,900.00	2-01- -120-228 Photocopy Expense	Budget		23 1
39557	12/13/22	DSP DEBLYN SCREEN PRINTERS					5556
22-01055	1	2022 DPW SHIRTS	779.00	2-01- -205-239 Uniforms, Clothing Expense	Budget		131 1
39558	12/13/22	DTAKLESZ DAVID TAKLESZYN					5556
22-01181	1	Medicare Part B Reimbursement	510.30	2-01- -175-393 Health Benefits Plan	Budget		210 1
39559	12/13/22	DUNNE Dunne, Ryan					5556
22-01204	1	ASP and Cuff Trainer Training	100.00	2-01- -190-276 Training Aids & Program	Budget		226 1
22-01204	2	Radisson Hotel for Training	315.95	2-01- -190-274 Conference Expense	Budget		227 1
			415.95				
39560	12/13/22	ECAS 22 Auto Spa LLC					5556
20-00761	1	Vehicle washes July, Aug+Sep	184.00	2-01- -949-999 RESERVE FOR ENCUMBRANCE	Budget		5 1
22-01210	1	Oct/Nov 2022 Car Washes for PD	179.10	2-01- -190-282 Specialized Services	Budget		231 1
			363.10				
39561	12/13/22	ERH EDMONT ROAD HOMEOWNERS ASSOC					5556
22-01153	1	snow removal costs	1,763.70	2-01- -207-201 Edgemont Road	Budget		188 1
39562	12/13/22	EZPA1 E-ZPASS OF NEW JERSEY					5556
21-00847	1	FIREMAN'S CONVENTION	6.65	1-01- -185-281 Prof & Contr. Services-Other	Budget		17 1
21-00847	2	FIREMAN'S CONVENTION	4.75	1-01- -185-281 Prof & Contr. Services-Other	Budget		18 1
			11.40				
39563	12/13/22	FAIRM FAIRMOUNT SQUARE CONDO ASSOC					5556
22-01152	1	snow removal costs	271.85	2-01- -207-204 Berkeley Square	Budget		185 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CURRENT FUND		Investors Bank Current Fund	Continued				
39564	12/13/22	FEDEX FEDEX					5556
22-00206	17	mailings	50.01	2-01- -160-281 Prof. & Cons. Servs. Other	Budget		86 1
39565	12/13/22	FJOHN FRED JOHNSON					5556
22-01176	1	Medicare Part B Reimbursement	2,041.20	2-01- -175-393 Health Benefits Plan	Budget		205 1
39566	12/13/22	FLEM FLEMINGTON DEPARTMENT STORE					5556
22-01020	1	WATCHUNG CERT SAFETY VESTS	413.00	2-01- -200-201 CERT	Budget		120 1
39567	12/13/22	FORT SUN LIFE FINANCIAL					5556
22-01183	1	December payment	235.18	2-01- -175-394 Life Insurance	Budget		212 1
39568	12/13/22	FREEACRE Free Acres Association					5556
22-01156	1	snow removal costs	1,183.69	2-01- -207-206 Free Acres	Budget		189 1
39569	12/13/22	FUENT GEORGE FUENTES					5556
22-01171	1	Medicare Part B Reimbursement	1,020.60	2-01- -175-393 Health benefits Plan	Budget		200 1
39570	12/13/22	GBT GREEN BROOK TOWNSHIP					5556
22-01216	2	2022 Public Defender Fee	100.00	2-01- -423-111 Salaries & wages	Budget		237 1
39571	12/13/22	GENERALC General Code					5556
22-01030	1	NJMC Study Guide Annual Subscr	98.00	2-01- -120-226 Books, Subs. & Periodicals	Budget		122 1
22-01202	1		1,195.00	2-01- -120-226 Books, Subs. & Periodicals	Budget		225 1
			1,293.00				
39572	12/13/22	GFG GRAY'S FLOREST & GREENHOUSE					5556
22-01030	1	DAN CRONHEIM FUNERAL FLOWERS	95.00	2-01- -165-227 Office Supplies & materials	Budget		124 1
22-01119	1	VETERANS DAY WREATH	250.00	2-01- -110-278 Community Relations	Budget		155 1
			345.00				
39573	12/13/22	GIL EDITH G. GIL					5556
22-01165	1	Photo paper for framing	18.12	2-01- -120-227 Office Supplies & Materials	Budget		193 1
22-01165	2	Election Day Coffee Poll Wkrs	69.00	2-01- -125-235 Food & Drugs	Budget		194 1
22-01165	3	Mileage Reimburs NJLM	161.07	2-01- -120-261 Travel Allowance	Budget		195 1
			248.19				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Ref Aect
CURRENT FUND Investors Bank Current Fund Continued									
39574	12/13/22	GMCCALLI Gene McAllister					5556		
22-01179	1	Medicare Part B Reimbursement	170.10	2-01- -175-393 Health Benefits Plan	Budget		208		1
39575	12/13/22	GREAT Great America Financial Serv.					5556		
22-00014	9	folder/stuffer lease	718.00	2-01- -135-281 Profess. & Cons. Serv.-Other	Budget		34		1
39576	12/13/22	GTBM GOLD TYPE BUSINESS MACHINE INC					5556		
22-01103	1	Info-Cop License Renewal	2,231.25	2-01- -190-273 Other Contractual Service	Budget		139		1
39577	12/13/22	GUATA005 Guatalupa, Valeraa					5556		
21-00492	1	Reimbursement of found money	10.00	1-01- -190-283 Unclassified Expenses	Budget		13		1
39578	12/13/22	HANCE WILLIAM HANCE					5556		
22-00007	79	OnePul Header Bag	106.61	2-01- -205-237 Building Supplies & Materials	Budget		29		1
39579	12/13/22	HUGHESLA Hughes Lane Association Inc					5556		
22-01154	1	snow removal costs	1,045.59	2-01- -207-205 Hughes Lane	Budget		187		1
39580	12/13/22	IACP INT'L ASSOC. OF CHFS OF POLICE					5556		
22-01130	1	Annual Membership for 2023	190.00	2-01- -190-256 Membership Dues	Budget		175		1
39581	12/13/22	JFROSONI JOHN FROSONI					5556		
22-01170	1	Medicare Part B Reimbursement	1,020.60	2-01- -175-393 Health Benefits Plan	Budget		199		1
39582	12/13/22	JONESBAR JONES & BARTLETT LEARNING, LLC					5556		
21-00662	1	FIRE FIGHT SKILLS & HAZMAT	363.25	1-01- -185-276 Training Aids & Programs	Budget		15		1
39583	12/13/22	JUETTE Phyllis Juette					5556		
22-00697	4	solar garden lights	380.46	2-01- -215-253 Horticultural Materials	Budget		97		1
22-00697	5	plant stake supports	63.93	2-01- -215-253 Horticultural Materials	Budget		98		1
22-00697	6	wire	6.32	2-01- -215-253 Horticultural Materials	Budget		99		1
			450.71						
39584	12/13/22	KINOC005 Kimock, James					5556		
22-01126	1	CPR BLS Ecard Reimbursement	82.40	2-01- -190-231 Emergency & Safety Supplies	Budget		101		1
39585	12/13/22	LACA RONALD LACAILLADE					5556		
22-01177	1	Medicare Part B Reimbursement	1,020.60	2-01- -175-393 Health Benefits Plan	Budget		206		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND Investors Bank Current Fund Continued									
39586	12/13/22	LAWSOFT LAWSOFT, INC.					5556		
22-01123	1	Online Encrypted Backups	2,340.00	2-01- -190-273	Budget		158		1
				Other Contractual Service					
22-01124	1	Annual Support and Maintenance	5,775.00	2-01- -190-273	Budget		159		1
				Other Contractual Service					
			<u>8,115.00</u>						
39587	12/13/22	LAWSONPR LAWSON PRODUCTS					5556		
22-00074	10	2022 DPW SUPPLIES	99.13	2-01- -205-254	Budget		40		1
				Other Materials & Supplies					
22-00074	11	2022 DPW SUPPLIES	229.20	2-01- -205-254	Budget		41		1
				Other Materials & Supplies					
22-00074	13	2022 DPW SUPPLIES	99.13	2-01- -205-254	Budget		42		1
				Other Materials & Supplies					
22-00074	14	2022 DPW SUPPLIES	229.20	2-01- -205-254	Budget		43		1
				Other Materials & Supplies					
			<u>656.66</u>						
39588	12/13/22	LCB LCB SERVICES					5556		
22-01118	1	Notary webinar	180.00	2-01- -120-276	Budget		154		1
				Training Aids & Programs					
39589	12/13/22	LINNU FRANCIS P LINNUS ESO					5556		
22-00017	36	general planning board 11/17	132.00	2-01- -160-279	Budget		35		1
				Prof. & Cons. Servs. Legal					
22-00017	37	general planning board 11/17	1,250.00	2-01- -160-279	Budget		36		1
				Prof. & Cons. Servs. Legal					
22-00017	38	Learning Experiene litigation	121.95	2-01- -160-279	Budget		37		1
				Prof. & Cons. Servs. Legal					
			<u>1,503.95</u>						
39590	12/13/22	JHAVERI LINCA JHAVERI					5556		
21-00777	1	CAMP REIMBURSEMENT	225.00	1-01- -245-202	Budget		16		1
				Summer Camp					
39591	12/13/22	MAL MALANGA FARM MARKET					5556		
22-01065	1	roping and green wire	171.96	2-01- -215-281	Budget		134		1
				Professional Services					
39592	12/13/22	MARNIC Marnic Associates					5556		
22-00005	40	November Proactive Maint	990.00	2-01- -130-233	Budget		24		1
				Computer Expense					
22-00005	41	November cloud backup	200.00	2-01- -250-283	Budget		25		1
				Unclassified Expenses					
22-00005	42	November IT Services	562.50	2-01- -160-281	Budget		26		1
				Prof. & Cons. Servs. Other					
22-00005	43	November IT Services	812.50	2-01- -120-233	Budget		27		1
				Computer Expenses					
22-00005	44	network cable	45.00	2-01- -155-222	Budget		28		1
				Equipment For Building					
			<u>2,610.00</u>						

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PO #	Item	Description					Seq	Acct
CURRENT FUND Investors Bank Current Fund Continued								
39593	12/13/22	MCASC MUNICIPAL CLERKS ASSC NJ						5556
21-00278	1	2021 Annual Membership Dues	80.00	1-01- -120-256	Budget		11	1
				Membership Dues				
21-00304	1	2021 Membership App	40.00	1-01- -120-256	Budget		12	1
				Membership Dues				
			<u>120.00</u>					
39594	12/13/22	MDRS MD RADIO SERVICES						5556
22-01034	1	INSTALL HAAS ALERT	800.00	2-01- -185-224	Budget		123	1
				Communications Equip.				
39595	12/13/22	MGL MGL PRINTING SOLUTIONS						5556
22-01145	1	2023 Dog Tags	394.00	2-01- -235-254	Budget		182	1
				Other Material & Supplies				
39596	12/13/22	MIKES Mike's Towing & Recovery, Inc.						5556
22-01019	1	Tow White Dodge Charger to HQ	83.73	2-01- -190-283	Budget		118	1
				Unclassified Expenses				
22-01019	2	Tow Car 20 to WPD HQ	41.64	2-01- -190-269	Budget		119	1
				Vehicle Repair & Maint.				
			<u>125.37</u>					
39597	12/13/22	MOTOR MOTOROLA SOLUTIONS, INC.						5556
22-01127	1	APX 8000 All Band Portable	4,356.75	2-01- -190-248	Budget		162	1
				Communication Equip. Parts				
22-01127	2	Add: Astro Digital CAT	386.25	2-01- -190-248	Budget		163	1
				Communication Equip. Parts				
22-01127	3	Add: Smartzone Operation	1,125.00	2-01- -190-248	Budget		164	1
				Communication Equip. Parts				
22-01127	4	Add P25 9600 Baud Trunking	225.00	2-01- -190-248	Budget		165	1
				Communication Equip. Parts				
22-01127	5	Add: TDMA Operation	337.50	2-01- -190-248	Budget		166	1
				Communication Equip. Parts				
22-01127	6	Del: Delete Standard Antenna	2.63	2-01- -190-248	Budget		167	1
				Communication Equip. Parts				
22-01127	7	Del: Delete VHF Band	600.00	2-01- -190-248	Budget		168	1
				Communication Equip. Parts				
22-01127	8	5 Years Additional Service	206.00	2-01- -190-248	Budget		169	1
				Communication Equip. Parts				
22-01127	9	Charger, Single Unit	240.00	2-01- -190-248	Budget		170	1
				Communication Equip. Parts				
22-01127	10	Batt impres 2	340.80	2-01- -190-248	Budget		171	1
				Communication Equip. Parts				
22-01127	11	Dual Band Antenna UHF/7-800	24.80	2-01- -190-248	Budget		172	1
				Communication Equip. Parts				
22-01127	12	Remote Speaker Mic	228.10	2-01- -190-248	Budget		173	1
				Communication Equip. Parts				
22-01127	13	State of NJ Contract # 83909	0.00	2-01- -190-248	Budget		174	1
				Communication Equip. Parts				
			<u>6,867.57</u>					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num
PO #	Item	Description							Acct
CURRENT FUND Investors Bank Current Fund Continued									
39598	12/13/22	MUNCO MUNCO OF NEW JERSEY							5556
21-00180	1	MUNCO DUES	75.00	1-01- -250-256 Membership Dues	Budget		10		1
39599	12/13/22	NELSO FRANK NELSON							5556
22-01178	1	Medicare Part B Reimbursement	2,041.20	2-01- -175-393 Health Benefits Plan	Budget		207		1
39600	12/13/22	NFPA NATIONAL FIRE PROTECTION ASSOC							5556
22-00851	1	MEMBERSHIP RENEWAL	175.00	2-01- -187-256 Membership Dues	Budget		107		1
39601	12/13/22	NJABC NJ DIV. ALCOHOLIC BEV. CONTROL							5556
22-01198	1	2022-2023 Liq Lic Maintenance	21.00	2-01- -120-258 Printing & Binding	Budget		223		1
39602	12/13/22	NJAW2 NJ AMERICAN WATER COMPANY							5556
22-01193	1	Stonegate Hydrants	872.92	2-01- -283-664 Water (fire hydrant)	Budget		216		1
22-01193	2	Stonegate Hydrants	338.95	2-01- -283-564 Water	Budget		217		1
			1,211.87						
39603	12/13/22	NJAWC NJ AMERICAN WATER							5556
22-01222	1	water	19.85	2-01- -283-564 Water	Budget		258		1
22-01222	2	water	29.80	2-01- -283-564 Water	Budget		259		1
22-01222	3	water	1.73	2-01- -283-564 Water	Budget		260		1
22-01222	4	water	39.70	2-01- -283-564 Water	Budget		261		1
22-01222	5	water	49.65	2-01- -283-564 Water	Budget		262		1
22-01222	6	water	115.77	2-01- -283-564 Water	Budget		263		1
22-01222	7	water	38.04	2-01- -283-564 Water	Budget		264		1
22-01222	8	water	270.92	2-01- -283-564 Water	Budget		265		1
22-01222	9	water	245.60	2-01- -283-564 Water	Budget		266		1
22-01222	10	water	191.94	2-01- -283-564 Water	Budget		267		1
22-01222	11	water	107.54	2-01- -283-564 Water	Budget		268		1
22-01222	12	water	17,334.20	2-01- -283-664 Water (fire hydrant)	Budget		269		1
			18,444.74						

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PO #	Item	Description							
CURRENT FUND Investors Bank Current Fund Continued									
39604	12/13/22	NJCOP N.J.S.A.C.O.P.							5556
22-01121	1	2022 NJSACOP Mid-Year Meeting	450.00	2-01- -190-275	Budget		157	1	
		Professional Meeting Expenses							
39605	12/13/22	NJFE NJ FIRE EQUIPMENT CO.							5556
22-00113	9	facepieces	2,517.00	2-01- -185-231	Budget		44	1	
		Emergency & Safety Supplies							
22-00480	1	3M/Scott #x8814025305304 - X3	130,775.40	2-01- -610-205	Budget		94	1	
		Fire Department Equipment							
22-00480	2	NJFE trade in allowance	14,000.00	2-01- -610-205	Budget		95	1	
		Fire Department Equipment							
			119,292.40						
39606	12/13/22	NJLM NJ LEAGUE OF MUNICIPALITIES							5556
22-01143	1	2023 Membership Dues	682.00	2-01- -110-256	Budget		180	1	
		Membership Dues							
22-01211	1	Budgeting for Elected Official	225.00	2-01- -110-274	Budget		232	1	
		Conference Expense							
22-01212	1	Orientation for Newly Elected	390.00	2-01- -110-274	Budget		233	1	
		Conference Expense							
			1,297.00						
39607	12/13/22	NJPO NEW JERSEY PLANNING OFFICIALS							5556
22-00986	1	2023 NJPO MEMBERSHIP (2)BOARDS	185.00	2-01- -160-256	Budget		114	1	
		Membership Dues							
22-00986	1	2023 NJPO MEMBERSHIP (2)BOARDS	185.00	2-01- -165-256	Budget		114	2	
		Membership Dues							
			370.00						
39608	12/13/22	OAK OAKWOOD ROAD ASSOCIATION							5556
22-01151	1	Snow Removal Costs	2,489.69	2-01- -207-202	Budget		184	1	
		Oakwood Road							
39609	12/13/22	OPTIMUM Optimum							5556
22-01192	1	Optimum	181.73	2-01- -283-459	Budget		215	1	
		Telephone							
22-01220	1	internet	256.10	2-01- -283-459	Budget		256	1	
		Telephone							
			437.83						
39610	12/13/22	PIVNICHY Charles Pivnichny							5556
22-01200	1	NEW CARHARTT GEAR	333.69	2-01- -185-239	Budget		224	1	
		Uniforms, Clothing Expense							
39611	12/13/22	PMC PMC Associates							5556
22-00818	1	Dispatch Chair Armrests	70.00	2-01- -190-221	Budget		105	1	
		Office Furniture & Equip.							
39612	12/13/22	POWERD PowerDMS							5556
22-01125	1	PowerDMS Standards for NJSACOP	392.76	2-01- -190-273	Budget		160	1	
		Other Contractual Service							

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/void Contract	Ref Num	Ref Seq	Num
PO #	Item	Description							Acct
CURRENT FUND		Investors Bank Current Fund		Continued					
39613	12/13/22	PSEG PSE&G CO.							5556
22-01194	1	Building Electricity	4,913.48	2-01- -283-163 Electricity	Budget		218		1
22-01194	2	Building Electricity	109.59	2-01- -283-362 Heating/AC	Budget		219		1
22-01213	1	Building Electricity	1,454.24	2-01- -283-163 Electricity	Budget		234		1
22-01213	2	Building Electricity	857.42	2-01- -283-362 Heating/AC	Budget		235		1
22-01219	1	electric	166.26	2-01- -283-163 Electricity	Budget		243		1
22-01219	2	electric	84.66	2-01- -283-163 Electricity	Budget		244		1
22-01219	3	electric	95.32	2-01- -283-163 Electricity	Budget		245		1
22-01219	4	electric	12.08	2-01- -283-163 Electricity	Budget		246		1
22-01219	5	electric	2.40	2-01- -283-163 Electricity	Budget		247		1
22-01219	6	electric	28.84	2-01- -283-163 Electricity	Budget		248		1
22-01219	7	electric	6,175.01	2-01- -283-163 Electricity	Budget		249		1
22-01219	8	electric	14.46	2-01- -283-163 Electricity	Budget		250		1
22-01219	9	electric	14.46	2-01- -283-163 Electricity	Budget		251		1
22-01219	10	electric	233.86	2-01- -283-163 Electricity	Budget		252		1
22-01219	11	electric	193.90	2-01- -283-163 Electricity	Budget		253		1
22-01219	12	electric	28.83	2-01- -283-163 Electricity	Budget		254		1
22-01219	13	electric	771.02	2-01- -283-163 Electricity	Budget		255		1
			15,155.83						
39614	12/13/22	RAN TOWNSHIP OF RANDOLPH							5556
22-01196	1	MCCPC MEMBERSHIP FEE FOR 2023	1,100.00	2-01- -205-256 Membership Dues	Budget		221		1
39615	12/13/22	RG Ruderman & Roth LLC							5556
22-00034	10	Labor attorney November	4,950.00	2-01- -145-211 Labor Attorney	Budget		39		1
39616	12/13/22	RLINDEMA Russell Lindemann							5556
22-01182	1	Medicare Part B Reimbursment	850.50	2-01- -175-393 Health Benefits Plan	Budget		211		1
39617	12/13/22	ROBTUCK ROBERT TUCKER							5556
20-00715	1	REIMBURSEMENT - HOME DEPOT	63.45	2-01- -949-999 RESERVE FOR ENCUMBRANCE	Budget		4		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CURRENT FUND		Investors Bank Current Fund		Continued			
39618	12/13/22	ROKINDUS R.O.K. Industries Inc.					5556
22-01218	1	2022 tax sale services	210.00	2-01- -130-281	Budget		241 1
				Prof. & Contr. Services-Other			
22-01218	2	2022 tax sale services	75.00	2-01- -135-281	Budget		242 1
				Profess. & Cons. Serv.-Other			
			<u>285.00</u>				
39619	12/13/22	RPINT RAOUL M PINTO					5556
22-00117	13	court interpreter 11/2 & 11/23	450.00	2-01- -405-282	Budget		45 1
				Specialized Services			
39620	12/13/22	RRDONNEL R.R. Donnelley					5556
22-00997	1	Registrar Safety Paper	198.00	2-01- -120-277	Budget		115 1
				Office Supplies & Materials			
39621	12/13/22	RUTKO Rutko Engraving Systems, LLC					5556
22-00533	1	Mayor/Council 2019 Mounting	181.50	2-01- -110-258	Budget		96 1
				Printing & Binding			
39622	12/13/22	SCBP SOM. CTY. BUSINESS PARTNERSHIP					5556
22-01197	1	Annual Membership Dues	1,250.00	2-01- -110-256	Budget		222 1
				Membership Dues			
39623	12/13/22	SCESTA SOMERSET COUNTY EMERGENCY					5556
22-01017	1	ICS-200 COURSE AT FIRE HOUSE	960.00	2-01- -185-276	Budget		117 1
				Training Aids & Programs			
39624	12/13/22	SCGOA SOMERSET COUNTY GOV. OFFICIALS					5556
22-00436	1	GOVERNING OFFICIAL MEETING	35.00	2-01- -110-275	Budget		93 1
				Professional Meeting Expenses			
39625	12/13/22	SCO DONALD R. SCOTT					5556
22-01173	1	Medicare Part B Reimbursement	1,020.60	2-01- -175-393	Budget		202 1
				Health Benefits Plan			
39626	12/13/22	SHPU LORETTA SHPUNDER					5556
22-01174	1	Medicare Part B Reimbursement	3,469.80	2-01- -175-393	Budget		203 1
				Health Benefits Plan			
39627	12/13/22	SNELL LLOYD H. SNELL					5556
22-01175	1	Medicare Part B Reimbursement	2,041.20	2-01- -175-393	Budget		204 1
				Health Benefits Plan			
39628	12/13/22	SOLARTEC Solar Technology, Inc.					5556
22-01057	1	Upgrade Cellular Service	495.00	2-01- -190-271	Budget		133 1
				Equip. Repair & Maint.			
39629	12/13/22	SOLITUDE SOLITUDE LAKE MANAGEMENT					5556
22-01221	1	fountain service	2,049.02	2-01- -205-273	Budget		257 1
				Other Contractual Services			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acc
CURRENT FUND		Investors Bank Current Fund		Continued					
39630	12/13/22	STAPL STAPLES BUSINESS ADVANTAGE					5556		
22-00845	1	30% Recycle Copy Paper Case	919.80	2-01- -190-227	Budget		106	1	
				Office Supplies & Materials					
22-00978	8	supplies	82.85	2-01- -130-227	Budget		110	1	
				Office Supplies & Materials					
22-00978	9	supplies	39.92	2-01- -130-227	Budget		111	1	
				Office Supplies & Materials					
22-00978	10	supplies	19.99	2-01- -130-227	Budget		112	1	
				Office Supplies & Materials					
22-00978	11	supplies	221.66	2-01- -280-227	Budget		113	1	
				Office Supplies/Materials					
22-01120	1	OFFICE SUPPLIES	89.72	2-01- -250-267	Budget		156	1	
				Office Furniture & Equip. SRV.					
22-01164	1	office supplies	88.14	2-01- -250-227	Budget		190	1	
				Office Supplies & Materials					
22-01164	2	office supplies	100.00	2-01- -140-227	Budget		191	1	
				Office Supplies & Materials					
22-01164	3	office supplies	50.00	2-01- -165-227	Budget		192	1	
				Office Supplies & materials					
			1,612.08						
39631	12/13/22	STHUBERT St. Hubert's Animal welfare					5556		
22-00144	4	2022 Animal Control Services	4,209.75	2-01- -235-273	Budget		46	1	
				Other Contracted Service					
39632	12/13/22	STREET Street Cop Training, LLC					5556		
22-00707	1	NJ Search & Seizure Update	398.00	2-01- -190-276	Budget		100	1	
				Training Aids & Program					
39633	12/13/22	SWA STONEGATE AT WATCHUNG ASSOC					5556		
22-01153	1	snow removal costs	1,613.76	2-01- -207-203	Budget		186	1	
				Stonegate					
39634	12/13/22	TAYLO005 Taylor Communications					5556		
22-00359	2	uniform traffic tickets	346.00	2-01- -405-267	Budget		92	1	
				Office Furn. & Equip. Service					
22-01112	1	traffic tickets	480.00	2-01- -405-258	Budget		152	1	
				Printing & Binding					
			826.00						
39635	12/13/22	TFAUST Timothy A Faust					5556		
22-01180	1	Medicare Part B Reimbursment	510.30	2-01- -175-393	Budget		209	1	
				Health Benefits Plan					
39636	12/13/22	TMDE TMDE Calibration Labs, Inc					5556		
22-01049	1	On Site Radar Calibration	300.00	2-01- -190-282	Budget		127	1	
				Specialized Services					
22-01049	2	On Site Certification (forks)	80.00	2-01- -190-282	Budget		128	1	
				Specialized Services					
			380.00						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acc
CURRENT FUND		Investors Bank Current Fund	Continued				
39637	12/13/22	TOSHI TOSHIBA BUSINESS SOLUTIONS					5556
22-00002	9	copier costs 12/1-12/31	186.00	2-01- -120-228 Photocopy Expense	Budget		22 1
39638	12/13/22	TOWN BRIAN TOWNLEY					5556
22-01140	1	MDaemon Anti-Spam Renewal	263.20	2-01- -190-273 Other Contractual Service	Budget		178 1
22-01146	1	SSL Cert for WPD Email	499.98	2-01- -190-273 Other Contractual Service	Budget		183 1
22-01209	1	Reimbursement for PD Ordered	130.00	2-01- -190-285 Physical Exams	Budget		230 1
			893.18				
39639	12/13/22	TRE10 TREASURER, STATE OF NJ					5556
22-01217	1	elevator inspection fees	0.00	2-01- -155-273 Bldg.-Other Contracted Serv.	Budget		238 1
22-01217	2	elevator inspection fees	258.00	2-01- -205-273 Other Contractual Services	Budget		239 1
22-01217	3	elevator inspection fees	258.00	2-01- -205-273 Other Contractual Services	Budget		240 1
			516.00				
39640	12/13/22	TREA8 TREASURER-STATE OF NEW JERSEY					5556
20-00673	1	ANNUAL DISCHARGE PERMIT	2,000.00	2-01- -949-999 RESERVE FOR ENCUMBRANCE	Budget		3 1
39641	12/13/22	TRG THE Rodgers Group c/o Lexipol					5556
22-01139	1	2023 Online Training Modules	5,990.40	2-01- -190-276 Training Aids & Program	Budget		177 1
39642	12/13/22	TRPCI THE RECORDER PUBLISHING CO INC					5556
22-01037	1	BOA LEGAL AD-INVOICE 340877	66.01	2-01- -165-255 Advertising & Promotional	Budget		125 1
39643	12/13/22	TTSI TIMETRACK SYSTEMS INC.					5556
22-00202	10	time recording software	105.00	2-01- -130-281 Prof. & Contr. Services-Other	Budget		85 1
39644	12/13/22	UNITEDFO United Ford, LLC					5556
21-01125	1		0.00	1-01- -190-223 Vehicular Equipment (Cars)	Budget		20 1
21-01125	2	2022 Ranger 4x4	24,897.44	1-01- -190-223 Vehicular Equipment (Cars)	Budget		21 1
21-01125	2	2022 Ranger 4x4	4,327.40	2-01- -190-223 vehicular Equipment (Cars)	Budget		21 2
			29,224.84				
39645	12/13/22	UNRESPON Unresponsive to Responsive CPR					5556
21-00948	1	AHA BLS Instructor Training	350.00	1-01- -190-276 Training Aids & Program	Budget		19 1

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PO #	Item	Description				Contract			
CURRENT FUND Investors Bank Current Fund Continued									
39645 Unresponsive to Responsive CPR Continued									
22-00214	1	AHA BLS Cards	450.00	2-01- -190-276	Budget		87	1	
			<u>800.00</u>	Training Aids & Program					
39646	12/13/22	UPS THE UPS STORE							5556
22-01056	1	Shipped Control Module	166.86	2-01- -190-257	Budget		132	1	
				Postage					
22-01102	1	Shipped Alcotest Probe	30.17	2-01- -190-257	Budget		138	1	
			<u>197.03</u>	Postage					
39647	12/13/22	VERFLEET Verizon - Connect NWF, Inc.							5556
22-00163	6	Monthly GPS for Patrol Cars	307.04	2-01- -190-268	Budget		82	1	
				Communications Equip. Serv.					
22-00163	12	Monthly GPS for Patrol Cars	307.04	2-01- -190-268	Budget		83	1	
			<u>614.08</u>	Communications Equip. Serv.					
39648	12/13/22	VPSVIDEO VPS Video							5556
22-01215	1	Reflections of Watchung	462.50	2-01- -280-273	Budget		236	1	
				Other Contracted Services					
39649	12/13/22	VW VERIZON WIRELESS							5556
22-01190	1	Verizon	556.49	2-01- -283-459	Budget		213	1	
				Telephone					
22-01190	2	Verizon Acct 482515565-00001	300.00	2-01- -283-459	Budget		214	1	
			<u>856.49</u>	Telephone					
39650	12/13/22	WAT18 WATCHUNG TAX COLLECTOR							5556
22-01229	1	waive interest due to the	10.07	(Replaced by: CURRENT FUND 381) 2-01- -110-278	Budget	12/13/22 VOID	271	1	
				Community Relations					
39651	12/13/22	WAT4 WATCHUNG SENIOR CITIZENS							5556
21-00069	1	2020 donation	4,000.00	2-01- -949-999	Budget		139	1	
				RESERVE FOR ENCUMBRANCE					
39652	12/13/22	WBMASON W.B Mason, Co Inc.							5556
22-01117	1	OFFICE SUPPLIES	245.94	2-01- -120-227	Budget		153	1	
				Office Supplies & Materials					
22-01137	1	OFFICE SUPPLIES	248.02	2-01- -120-227	Budget		176	1	
			<u>493.96</u>	Office Supplies & Materials					
39653	12/13/22	WF WINNER FORD							5556
21-00526	2	2021 Ford Interceptor SUVwhite	31,763.00	1-01- -190-223	Budget		14	1	
				vehicular Equipment (Cars)					
39654	12/13/22	WHRHS WATCHUNG HILLS REG.HIGH SCHOOL							5556
22-00008	13	school taxes	1.00	2-01- -902-999	Budget		30	1	
				WHRHS TAXES PAYABLE					

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PO #	Item	Description					Ref	Seq
CURRENT FUND		Investors Bank Current Fund		Continued				
39655	12/13/22	WMCBRIDE WILLIAM B. MCBRIDE					5556	
22-01172	1	Medicare Part B Reimbursement	1,020.60	2-01- -175-393 Health Benefits Plan	Budget		201	1
39656	12/13/22	WRIGHT ARTHUR WRIGHT					5556	
20-00871	1	MISC. ITEMS FROM HOME DEPOT	46.39	2-01- -949-999 RESERVE FOR ENCUMBRANCE	Budget		6	1
39657	12/13/22	WSERV WATCHUNG SERVICE CENTER				12/13/22 VOID		0
39658	12/13/22	WSERV WATCHUNG SERVICE CENTER				12/13/22 VOID		0
39659	12/13/22	WSERV WATCHUNG SERVICE CENTER					5556	
22-00162	2	Monthly PD Vehicle Repairs	457.35	2-01- -190-269 Vehicle Repair & Maint.	Budget		47	1
22-00162	3	VEHICLE REPAIRS	209.95	2-01- -190-269 Vehicle Repair & Maint.	Budget		48	1
22-00162	4	VEHICLE REPAIRS	1,051.95	2-01- -190-269 Vehicle Repair & Maint.	Budget		49	1
22-00162	5	VEHICLE REPAIRS	209.95	2-01- -190-269 Vehicle Repair & Maint.	Budget		50	1
22-00162	6	VEHICLE REPAIRS	324.36	2-01- -190-269 Vehicle Repair & Maint.	Budget		51	1
22-00162	7	VEHICLE REPAIRS	890.95	2-01- -190-269 Vehicle Repair & Maint.	Budget		52	1
22-00162	8	VEHICLE REPAIRS	943.61	2-01- -190-269 Vehicle Repair & Maint.	Budget		53	1
22-00162	9	VEHICLE REPAIRS	460.40	2-01- -190-269 Vehicle Repair & Maint.	Budget		54	1
22-00162	10	VEHICLE REPAIRS	887.25	2-01- -190-269 Vehicle Repair & Maint.	Budget		55	1
22-00162	11	VEHICLE REPAIRS	804.40	2-01- -190-269 Vehicle Repair & Maint.	Budget		56	1
22-00162	12	VEHICLE REPAIRS	255.01	2-01- -190-269 Vehicle Repair & Maint.	Budget		57	1
22-00162	13	VEHICLE REPAIRS	683.46	2-01- -190-269 Vehicle Repair & Maint.	Budget		58	1
22-00162	14	VEHICLE REPAIRS	255.70	2-01- -190-269 Vehicle Repair & Maint.	Budget		59	1
22-00162	15	VEHICLE REPAIRS	838.80	2-01- -190-269 Vehicle Repair & Maint.	Budget		60	1
22-00162	16	VEHICLE REPAIRS	486.36	2-01- -190-269 Vehicle Repair & Maint.	Budget		61	1
22-00162	17	VEHICLE REPAIRS	404.00	2-01- -190-269 Vehicle Repair & Maint.	Budget		62	1
22-00162	18	VEHICLE REPAIRS	275.25	2-01- -190-269 Vehicle Repair & Maint.	Budget		63	1
22-00162	19	VEHICLE REPAIRS	275.25	2-01- -190-269 Vehicle Repair & Maint.	Budget		64	1
22-00162	20	VEHICLE REPAIRS	117.30	2-01- -190-269 Vehicle Repair & Maint.	Budget		65	1

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PO #	Item	Description					Ref	Seq	Acct
CURRENT FUND		Investors Bank	Current Fund	Continued					
39659	WATCHUNG SERVICE CENTER		Continued						
22-00162	21	VEHICLE REPAIRS	114.00	2-01- -190-269 Vehicle Repair & Maint.	Budget		66	1	
22-00162	22	VEHICLE REPAIRS	629.80	2-01- -190-269 Vehicle Repair & Maint.	Budget		67	1	
22-00162	23	VEHICLE REPAIRS	796.60	2-01- -190-269 Vehicle Repair & Maint.	Budget		68	1	
22-00162	24	VEHICLE REPAIRS	299.34	2-01- -190-269 Vehicle Repair & Maint.	Budget		69	1	
22-00162	25	VEHICLE REPAIRS	651.20	2-01- -190-269 Vehicle Repair & Maint.	Budget		70	1	
22-00162	26	VEHICLE REPAIRS	1,156.60	2-01- -190-269 Vehicle Repair & Maint.	Budget		71	1	
22-00162	27	VEHICLE REPAIRS	617.80	2-01- -190-269 Vehicle Repair & Maint.	Budget		72	1	
22-00162	28	VEHICLE REPAIRS	284.84	2-01- -190-269 Vehicle Repair & Maint.	Budget		73	1	
22-00162	29	VEHICLE REPAIRS	340.15	2-01- -190-269 Vehicle Repair & Maint.	Budget		74	1	
22-00162	30	VEHICLE REPAIRS	428.20	2-01- -190-269 Vehicle Repair & Maint.	Budget		75	1	
22-00162	31	VEHICLE REPAIRS	743.80	2-01- -190-269 Vehicle Repair & Maint.	Budget		76	1	
22-00162	32	VEHICLE REPAIRS	209.95	2-01- -190-269 Vehicle Repair & Maint.	Budget		77	1	
22-00162	33	VEHICLE REPAIRS	281.20	2-01- -190-269 Vehicle Repair & Maint.	Budget		78	1	
22-00162	34	VEHICLE REPAIRS	617.80	2-01- -190-269 Vehicle Repair & Maint.	Budget		79	1	
22-00162	35	VEHICLE REPAIRS	1,091.34	2-01- -190-269 Vehicle Repair & Maint.	Budget		80	1	
22-00162	36	VEHICLE REPAIRS	209.95	2-01- -190-269 Vehicle Repair & Maint.	Budget		81	1	
22-01208	1	2022 Monthly Maintenance	4,000.00	2-01- -190-269 Vehicle Repair & Maint.	Budget		229	1	
			<u>22,303.87</u>						
39660	12/13/22	WVGC Watchung Valley Golf Club					5556		
22-01169	1	Holiday Party	1,766.40	2-01- -110-278 Community Relations	Budget		198	1	
39661	12/13/22	ZWIRKOAN ANDREW ZWIRKO					5556		
22-00744	1	REIMBURSEMENT-SYMPOSIUM TICKET	100.00	2-01- -185-281 Prof & Contr. Services-Other	Budget		101	1	
39662	12/15/22	ACDAUGHT AC DAUGHTRY SECURITY SYSTEMS					5560		
22-00037	13	SECURITY/FIRE SYSTEM MONITOR	344.84	2-01- -205-237 Building Supplies & Materials	Budget		7	1	
22-00037	14	SECURITY/FIRE SYSTEM MONITOR	528.90	2-01- -205-237 Building Supplies & Materials	Budget		8	1	
			<u>873.74</u>						

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PO #	Item	Description					Ref Seq Acct
CURRENT FUND							
39663	12/15/22	Investors Bank Current Fund	Continued				5560
22-01161	1	AMAZ Amazon c/o Synchrony Bank	32.31	2-01- -120-227	Budget		58 1
		OFFICE SUPPLIES		Office Supplies & Materials			
39664	12/15/22	AMAZON2 Amazon c/o Synchrony Bank					5560
22-01094	6	printing supplies	67.90	2-01- -135-258	Budget		45 1
				Printing & Binding			
22-01094	7	printing supplies	71.95	2-01- -135-258	Budget		46 1
				Printing & Binding			
22-01094	8	supplies	68.14	2-01- -135-227	Budget		47 1
				Office Supplies & Materials			
			<u>207.99</u>				
39665	12/15/22	AOC ALLIED OIL, LLC					5560
22-00040	49	unleaded 11/18	935.73	2-01- -283-751	Budget		9 1
				Motor Fuels			
22-00040	50	diesel 11/11/22	3,153.87	2-01- -225-263	Budget		10 1
				Gas & Electric			
22-00040	51	unleaded 11/11	1,520.86	2-01- -225-263	Budget		11 1
				Gas & Electric			
22-00040	52	unleaded 11/04	1,602.56	2-01- -225-263	Budget		12 1
				Gas & Electric			
22-00040	53	unleaded 11/04	0.01	2-01- -225-263	Budget		13 1
				Gas & Electric			
			<u>7,213.01</u>				
39666	12/15/22	APPROVED APPROVED FIRE PROTECTION					5560
22-00041	7	2022 EXTINGUISHER INSPECTION	580.00	2-01- -190-273	Budget		14 1
				Other Contractual Service			
39667	12/15/22	ASC ATLANTIC SALT COMPANY					5560
22-01031	1	2022 DPW ROCK SALT DELIVERY	6,842.86	2-01- -205-241	Budget		41 1
				Salt and Sand			
22-01031	1	2022 DPW ROCK SALT DELIVERY	1,500.00	2-01- -415-462	Budget		41 2
				Heating Fuel			
22-01031	1	2022 DPW ROCK SALT DELIVERY	3,750.00	2-01- -415-463	Budget		41 3
				Electric			
22-01031	1	2022 DPW ROCK SALT DELIVERY	1,750.00	2-01- -415-464	Budget		41 4
				Water			
22-01031	1	2022 DPW ROCK SALT DELIVERY	1,000.00	2-01- -225-282	Budget		41 5
				Specialized Services			
22-01031	1	2022 DPW ROCK SALT DELIVERY	3,642.20	2-01- -110-278	Budget		41 6
				Community Relations			
			<u>18,485.06</u>				
39668	12/15/22	ATACARE AMERICAN TIRE & AUTO CARE					5560
22-00286	1	2022 DPW AUTO REPAIR/TIRES	49.95	2-01- -205-247	Budget		35 1
				Vehicular Parts & Accessories			
39669	12/15/22	AUTOR005 Auto Rebuilder					5560
22-01199	1	Supplement Summary for Car 14	3,071.20	2-01- -190-269	Budget		62 1
				Vehicle Repair & Maint.			

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PO #	Item	Description					Ref Seg Acct
CURRENT FUND Investors Bank Current Fund Continued							
39670	12/15/22	BBMOBILE B & B MOBILE WELDING SERVICE					5560
22-00044	1	2022 DPW WELDING REPAIRS	550.00	2-01- -205-281	Budget		15 1
				Prof. & Cont. Services - Other			
39671	12/15/22	BIOSHINE BIOSHINE					5560
22-00046	6	2022 DPW JANITORIAL SUPPLIES	576.40	2-01- -205-254	Budget		16 1
				Other Materials & Supplies			
39672	12/15/22	COUR COURIER NEWS					5560
22-01159	1	Legal Ads	540.68	2-01- -120-255	Budget		56 1
				Advertising Costs			
22-01159	2	Legal Ads	540.68	2-01- -120-255	Budget		57 1
				Advertising Costs			
			1,081.36				
39673	12/15/22	CZAIKOV CRAIG ZAIKOV					5560
22-01234	1	REFEREE REIMBURSEMENTS	960.00	2-01- -245-209	Budget		67 1
				Travel Basketball			
39674	12/15/22	DEER1 READYREFRESH BY NESTLE					5560
22-00093	11	2022 WATER/COOLER SUPPLIES	69.95	2-01- -155-254	Budget		27 1
				Other Materials & Supplies			
39675	12/15/22	DSE DARRON'S SPORTING EDGE					5560
22-01158	1	PROGRAM JERSEYS & SHORTS	719.00	2-01- -245-209	Budget		55 1
				Travel Basketball			
22-01233	1	TEAM JERSEYS	1,172.50	2-01- -245-209	Budget		66 1
				Travel Basketball			
			1,891.50				
39676	12/15/22	DSP DEBLYN SCREEN PRINTERS					5560
22-01055	2	Const. Code clothing	175.00	2-01- -250-239	Budget		44 1
				Uniforms, Clothing Expense			
39677	12/15/22	EMPIRESU EMPIRE SUPPLIES					5560
22-00058	3	2022 DPW SUPPLIES	130.78	2-01- -205-246	Budget		17 1
				Equipment & Machinery Parts			
39678	12/15/22	EVOQUA EVOQUA WATER TECHNOLOGIES, LLC					5560
22-00059	10	2022 DPW MATERIAL & SUPPLIES	833.15	1-01- -225-254	Budget		18 1
				Other Material & Supplies			
39679	12/15/22	FCS FANWOOD CRUSHED STONE					5560
22-00105	6	2022 DPW STONE PURCHASE	52.65	2-01- -205-242	Budget		32 1
				Asphalt, Paving Materials			
39680	12/15/22	FIT-RITE FIT-RITE UNIFORM COMPANY, INC.					5560
22-01128	1	UNIFORM	99.98	2-01- -187-239	Budget		48 1
				Uniforms, Clothing Expense			

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CURRENT FUND		Investors Bank Current Fund		Continued					
39681	12/15/22	FUNCHEON Rachel Funcheon					5560		
22-01231	1	gift basket for K. Pennett	119.29	2-01- -275-227	Budget		64	1	
				Office Supplies & Materials					
39682	12/15/22	GBFCC GREEN BROOK FLOOD CONTROL COMM					5560		
22-01237	1	2023 ANNUAL APPORTIONMENT BUDG	1,133.00	2-01- -205-256	Budget		69	1	
				Membership Dues					
39683	12/15/22	GLENCOSU GLENCO SUPPLY, INC.					5560		
22-01021	1	CROSSING SIGN KIT	12,360.00	2-01- -610-201	Budget		40	1	
				Infrastructure Improvements					
39684	12/15/22	HANCE WILLIAM HANCE					5560		
22-00007	80	supplies	19.99	2-01- -135-227	Budget		2	1	
				Office Supplies & Materials					
22-00007	81	supplies	29.84	2-01- -135-227	Budget		3	1	
				Office Supplies & Materials					
			49.83						
39685	12/15/22	HODE2 HOME DEPOT CREDIT SERVICES					5560		
22-00069	11	2022 DPW PURCHASES	2,507.21	2-01- -205-244	Budget		21	1	
				Hardware and Minor Tools					
39686	12/15/22	HOFF HOFFMAN TIRE CO., INC.					5560		
22-00068	6	2022 DPW REPAIR/SERVICE	2,552.40	2-01- -110-281	Budget		19	1	
				Prof & Cons. Servs. - Other					
22-00068	7	2022 DPW REPAIR/SERVICE	990.80	2-01- -110-281	Budget		20	1	
				Prof & Cons. Servs. - Other					
			3,543.20						
39687	12/15/22	LMI LANDSCAPE MATERIALS INS.					5560		
22-00073	6	topsoil	114.00	2-01- -155-254	Budget		22	1	
				Other Materials & Supplies					
39688	12/15/22	MCCLAVE WILLIAM MCCLAVE					5560		
22-01235	1	REIMBURSEMENT - CAESARS STAY	144.00	2-01- -205-273	Budget		68	1	
				Other Contractural Services					
39689	12/15/22	MPI WOODS MACHINERY					5560		
22-00109	22	2022 DPW SUPPLIES	232.64	2-01- -205-254	Budget		34	1	
				Other Materials & Supplies					
39690	12/15/22	NAPCO NAPCO COPY GRAPHICS CENTER					5560		
22-00082	11	2022 XEROX 6204 CONTRACT/SUPPL	128.02	2-01- -150-228	Budget		23	1	
				Photocopy Expense					
39691	12/15/22	NATCH NATURE'S CHOICE CORP.					5560		
22-00084	7	2022 40-YD ROLL-OFF CONTAINER	932.80	2-01- -155-283	Budget		24	1	
				Bldg. - Unclassified					

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CURRENT FUND Investors Bank Current Fund Continued									
39691		NATURE'S CHOICE CORP. Continued							
22-00084	8	2022 40-YD ROLL-OFF CONTAINER	2,798.40	2-01- -205-281	Budget		25	1	
			<u>3,731.20</u>	Prof. & Cont. Services - Other					
39692	12/15/22	NEDSTEVE NED STEVENS GUTTER CLEANING					5560		
22-01131	1	BORROUGH HALL & TEXIER HOUSE	329.00	2-01- -205-273	Budget		49	1	
				Other Contractural Services					
22-01131	2	BORROUGH HALL & TEXIER HOUSE	224.00	2-01- -205-273	Budget		50	1	
			<u>553.00</u>	Other Contractural Services					
39693	12/15/22	NJMVC NJMVC, BUSINESS & GOV'T SERV.					5560		
22-01232	1	online access program	150.00	2-01- -110-278	Budget		65	1	
				Community Relations					
39694	12/15/22	PACIFIC PACIFIC LAWN SPRINKLERS					5560		
22-01133	1	ISLAND DAMAGGE FROM ACCIDENT	1,953.00	2-01- -205-281	Budget		51	1	
				Prof. & Cont. Services - Other					
39695	12/15/22	PINTO PINTO BROTHERS					5560		
22-00086	12	2022 8-YD ROLL-OFF CONTAINER	364.25	2-01- -205-273	Budget		26	1	
				Other Contractural Services					
39696	12/15/22	RAP READ AUTO PARTS					5560		
22-00094	17	2022 DPW REPAIRS & PARTS	785.03	2-01- -205-247	Budget		28	1	
				Vehicular Parts & Accessories					
39697	12/15/22	REMINGTO Remington & Vernick Engineers					5560		
22-00035	129	sewer engineering	695.50	2-01- -225-282	Budget		4	1	
				Specialized Services					
22-00035	131	General Engineering	3,600.00	2-01- -150-281	Budget		5	1	
				Prof. & Cons. Serv. Other					
22-00035	136	1375 Plainfield Ave	1,521.00	2-01- -110-278	Budget		6	1	
			<u>5,816.50</u>	Community Relations					
39698	12/15/22	RT23AUTO ROUTE 23 AUTO MALL					5560		
22-00422	6	2022 DPW SERVICE & REPAIRS	1,459.57	2-01- -205-247	Budget		36	1	
				Vehicular Parts & Accessories					
22-00422	7	2022 DPW SERVICE & REPAIRS	356.03	2-01- -205-247	Budget		37	1	
				Vehicular Parts & Accessories					
22-00422	8	2022 DPW SERVICE & REPAIRS	350.00	2-01- -155-232	Budget		38	1	
			<u>1,465.60</u>	General Supplies					
39699	12/15/22	RUT RUTGERS UNIVERSITY					5560		
22-01191	1	Management Tasks, Resp & Prac.	944.00	2-01- -205-276	Budget		59	1	
				Training Aids & Programs					
22-01191	2	Managing & Developing Human	760.00	2-01- -205-276	Budget		60	1	
				Training Aids & Programs					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
CURRENT FUND		Investors Bank Current Fund		Continued					
39699		RUTGERS UNIVERSITY		Continued					
22-01191	3	Public Relations	575.00	2-01- -205-276	Budget		61	1	
			<u>2,279.00</u>	Training Aids & Programs					
39700	12/15/22	SPSCO SOMERSET PLUMBING SUPPLY CO.							5560
22-00099	6	2022 DPW MATERIALS/SUPPLIES	1,057.98	2-01- -205-225	Budget		29	1	
				Other Equipment					
39701	12/15/22	STREET Street Cop Training, LLC							5560
21-00932	1	Social Media and Open Source	199.00	1-01- -190-276	Budget		1	1	
				Training Aids & Program					
39702	12/15/22	THESIGN The Sign Center							5560
22-01047	1	Letter new cars # 15 and #24	1,500.00	2-01- -190-223	Budget		42	1	
				Vehicular Equipment (Cars)					
22-01047	2	car 14 repair	175.00	2-01- -190-223	Budget		43	1	
			<u>1,675.00</u>	Vehicular Equipment (Cars)					
39703	12/15/22	TRANE TRANE U.S., INC.							5560
22-00611	1	TTA120H300AA - MOTOR & FAN	562.60	2-01- -155-237	Budget		39	1	
				Bldg. Supplies & Materials					
39704	12/15/22	TSS TRAFFIC SAFETY SERVICE							5560
22-01138	1	Cone 28" 7lb Orange w/2 RFL	1,190.80	2-01- -190-231	Budget		52	1	
				Emergency & Safety Supplies					
22-01138	2	Traffic Cone Stencil "WPD"	26.00	2-01- -190-231	Budget		53	1	
				Emergency & Safety Supplies					
22-01138	3	Shipping	75.00	2-01- -190-231	Budget		54	1	
			<u>1,291.80</u>	Emergency & Safety Supplies					
39705	12/15/22	TURL TURTLE & HUGHES, INC.							5560
22-00103	2	2022 DPW MATERIALS & SUPPLIES	270.00	2-01- -205-225	Budget		30	1	
				Other Equipment					
39706	12/15/22	WAC WELDON ASPHALT COMPANY							5560
22-00107	7	2022 DPW ASPHALT MATERIAL	745.99	2-01- -205-242	Budget		33	1	
				Asphalt, Paving Materials					
39707	12/15/22	WAR01 WARRENVILLE HARDVILLE							5560
22-00104	11	2022 DPW MATERIALS/SUPPLIES	387.42	2-01- -205-225	Budget		31	1	
				Other Equipment					
39708	12/15/22	WAT CLERK PETTY CASH							5560
22-01246	1	petty cash closeout	99.25	2-01- -110-235	Budget		70	1	
				Food & Drugs					
39709	12/15/22	WEISS Weissco Power							5560
22-01205	1	Silver 1YR PM Ore Power UPS	1,000.00	2-01- -190-273	Budget		63	1	
				Other Contractual Service					

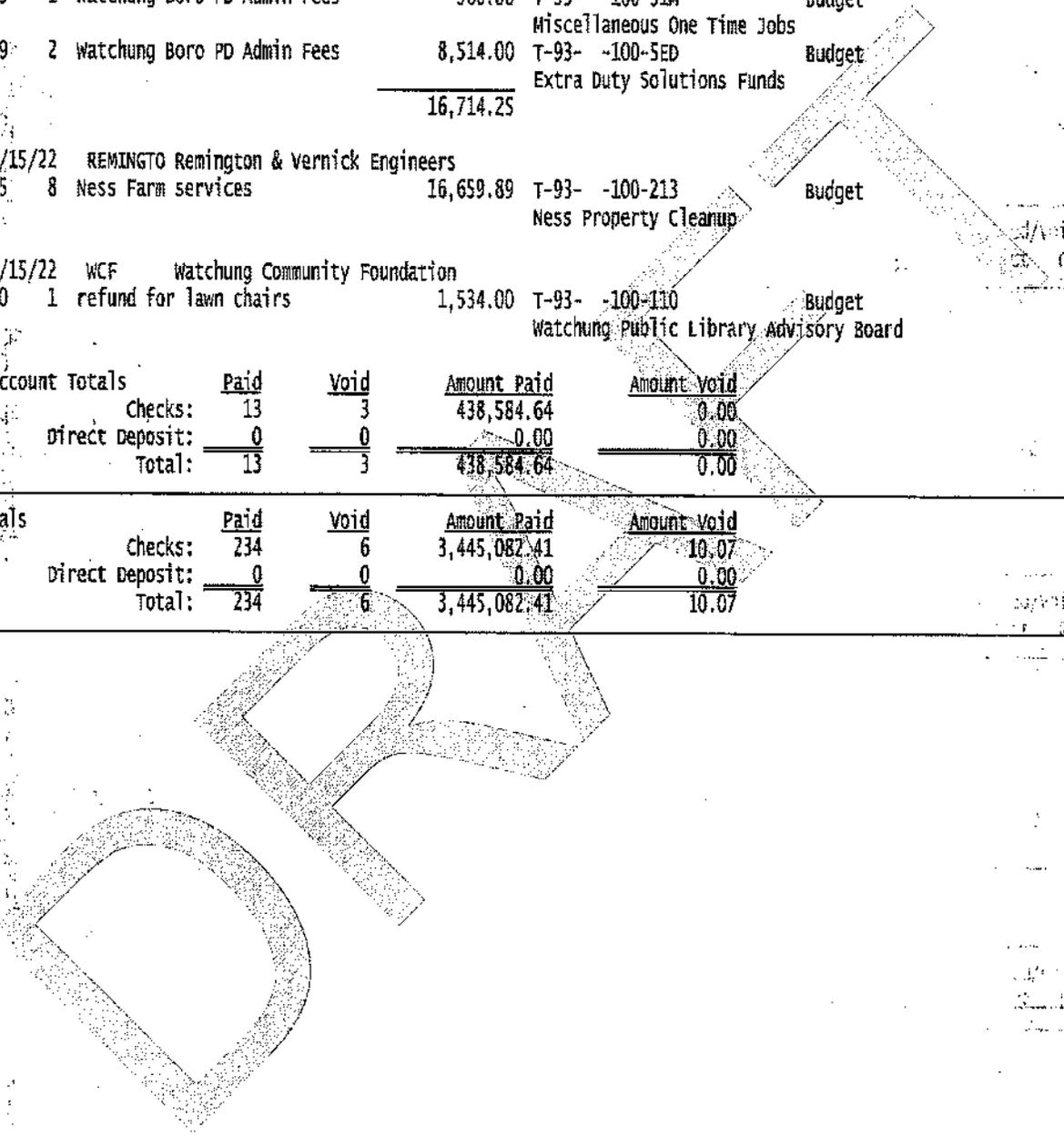
Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CURRENT FUND							
39710	12/15/22	Investors Bank Current Fund	Continued				
21-00526	3	WF WINNER FORD 2021 Ford Interceptor SUVwhite	31,763.00	1-01- -190-223	Budget		5561 1 1
				Vehicular Equipment (Cars)			
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
		Checks:	206	3	2,748,351.71	10.07	
		Direct Deposit:	0	0	0.00	0.00	
		Total:	206	3	2,748,351.71	10.07	
GRANT FUND							
35	12/13/22	Investors Savings Grant Fund					
22-01223	1	WAT01 WATCHUNG BORO. PAYROLL ACCT. 12/15/22 payroll	165,000.00	G-03- -510-128	Budget		5551 1 1
				Safe & Secure Local Share 2022			
22-01223	2	12/15/22 payroll	6,901.14	G-03- -510-126	Budget		2 1
				Safe & Secure Local Share 2021			
			171,901.14				
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
		Checks:	1	0	171,901.14	0.00	
		Direct Deposit:	0	0	0.00	0.00	
		Total:	1	0	171,901.14	0.00	
PNC DEV ESCROW							
9	11/22/22	Investors Developer Escrow					
22-01044	1	WAT18 WATCHUNG TAX COLLECTOR tax payments from escrow	57.29	(Replacement of: PNC DEV ESCROW 15497) E-E0829849	Project		5536 17 1
				BI 74.02 L 19.01 & 19.02			
22-01044	2	tax payments from escrow	63.03	E-E0829849	Project		18 1
				BI 74.02 L 19.01 & 19.02			
			120.32				
15500	12/13/22	BRIGHTVI Bright View Engineering, LLC					5554
22-00224	18	Bonnie Burn Rd services	495.00	E-PB19-01	Project		3 1
				Bonnie Burn Road Redevelopment			
22-00224	19	Shop Rite Services	2,424.22	E-PB22-01	Project		4 1
				1701 Rt 22 Shop Rite			
22-00224	21	Bonnie Burn Rd services	1,320.00	E-PB19-01	Project		5 1
				Bonnie Burn Road Redevelopment			
			4,239.22				
15501	12/13/22	CIRILLO Giancarlo Cirillo					5554
22-01093	1	escrow return	27.50	E-BA15-17	Project		9 1
				88 Hillcrest Road BA15-17			
15502	12/13/22	HBCELECT HBC Electric					5554
22-01095	1	escrow return	27.50	E-BA15-20	Project		10 1
				208 Sunlit Drive			
15503	12/13/22	LINNU FRANCIS P LINNUS ESQ					5554
22-00017	39	Bonnie Burn	41.25	E-PB19-01	Project		1 1
				Bonnie Burn Road Redevelopment			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acc
PNC DEV ESCROW Investors Developer Escrow Continued							
15503	FRANCIS P LINNUS ESQ	Continued					
22-00017	40	Shop Rite	750.75	E-PB22-01	Project		2 1
				1701 Rt 22 Shop Rite			
			<u>792.00</u>				
15504	12/13/22	MASCOLA Joann Mascola					5554
22-01079	1	escrow return	134.86	E-E04-10	Project		6 1
				1121 Johnston Dr			
15505	12/13/22	MJBENTER MJB Enterprises					5554
22-01096	1	escrow return	17.50	E-BA15-24	Project		11 1
				916 Somerset Street			
15506	12/13/22	PSEGI PSE&G Company					5554
22-01089	1	escrow return	14.00	E-BA12-19	Project		8 1
				1660 Route 22			
15507	12/13/22	SCHNITZE Schnitzer					5554
22-01082	1	escrow return	15.00	E-BA10-02	Project		7 1
				404 Johnston Drive BA10-02			
15508	12/13/22	WAT03 WATCHUNG BOROUGH CURRENT FUND					5554
22-01111	1	Id permits	40.00	E-E22-0075	Project		12 1
				201 Sunlit Drive GCP22-00075			
22-01111	2	Id permits	20.00	E-E22-0227	Project		13 1
				155 Parlin Lane E22-0227			
22-01111	3	Id permits	20.00	E-E22-261	Project		14 1
				New Providence Road Weldon			
			<u>80.00</u>				
15509	12/15/22	REMINGTO Remington & Vernick Engineers					5559
22-00035	130	engineering	676.00	E-PB19-01	Project		1 1
				Bonnie Burn Road Redevelopment			
22-00035	137	engineering	651.50	E-E22-0227	Project		2 1
				155 Parlin Lane E22-0227			
22-00035	138	engineering	253.50	E-E22-0236	Project		3 1
				170 Johnston Dr Ext E22-236			
22-00035	139	engineering	84.50	E-E22-0168	Project		4 1
				76 Skyline Drive 22-00168			
22-00035	140	engineering	169.00	E-E21-0100	Project		5 1
				173 Ellisen Road			
22-00035	141	engineering	169.00	E-E22-0100	Project		6 1
				175 Parlin Lane GCP-22-00100			
22-00035	142	engineering	162.32	E-E19-049	Project		7 1
				40 Sherwood Drive			
22-00035	143	engineering	6.68	E-BOND1949	Project		8 1
				40 Sherwood Drive			
			<u>2,172.50</u>				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num																																				
<p>PNC DEV ESCROW Investors Developer Escrow Continued</p> <p>Checking Account Totals</p> <table border="0"> <tr> <td></td> <td></td> <td><u>Paid</u></td> <td><u>Void</u></td> <td><u>Amount Paid</u></td> <td><u>Amount Void</u></td> <td colspan="3"></td> </tr> <tr> <td></td> <td>Checks:</td> <td>11</td> <td>0</td> <td>7,640.40</td> <td>0.00</td> <td colspan="3"></td> </tr> <tr> <td></td> <td>Direct Deposit:</td> <td>0</td> <td>0</td> <td>0.00</td> <td>0.00</td> <td colspan="3"></td> </tr> <tr> <td></td> <td>Total:</td> <td>11</td> <td>0</td> <td>7,640.40</td> <td>0.00</td> <td colspan="3"></td> </tr> </table>											<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>					Checks:	11	0	7,640.40	0.00					Direct Deposit:	0	0	0.00	0.00					Total:	11	0	7,640.40	0.00			
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>																																							
	Checks:	11	0	7,640.40	0.00																																							
	Direct Deposit:	0	0	0.00	0.00																																							
	Total:	11	0	7,640.40	0.00																																							
<p>PNC OTHER ESC Investors Savings Other Escrow</p>																																												
126	11/23/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.						5540																																				
22-00403	1	Watchung Boro PD payroll	3,226.26	T-93- -100-504	Budget		1	1																																				
				PSE&G																																								
22-00403	2	Watchung Boro PD payroll	428.00	T-93- -100-508	Budget		2	1																																				
				Higgins																																								
22-00403	3	Watchung Boro PD payroll	588.00	T-93- -100-501	Budget		3	1																																				
				KOHL'S																																								
22-00403	4	Watchung Boro PD payroll	2,720.00	T-93- -100-563	Budget		4	1																																				
				Watchung Chemical Engine																																								
22-00403	5	Watchung Boro PD payroll	7,757.50	T-93- -100-599	Budget		5	1																																				
				VOLLERS																																								
22-00403	6	Watchung Boro PD payroll	851.15	T-93- -100-502	Budget		6	1																																				
				Levin Management (Blue Star)																																								
22-00403	7	Watchung Boro PD payroll	2,381.89	T-93- -100-502	Budget		7	1																																				
				Levin Management (Blue Star)																																								
22-00403	8	Watchung Boro PD payroll	5,029.50	T-93- -100-503	Budget		8	1																																				
				Watchung Square (Fidelity)																																								
			15,840.00																																									
127	11/30/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.						5544																																				
22-01148	1	Watchung Boro PD Payroll	32,895.00	T-93- -100-5ED	Budget		1	1																																				
				Extra Duty Solutions Funds																																								
22-01148	2	Watchung Boro PD Payroll	4,080.00	T-93- -100-51M	Budget		2	1																																				
				Miscellaneous One Time Jobs																																								
			36,975.00																																									
128	11/30/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.						5544																																				
22-01135	1	Watchung Boro PD Payroll	15,087.50	T-93- -100-5ED	Budget		4	1																																				
				Extra Duty Solutions Funds																																								
22-01135	2	Watchung Boro PD Payroll	4,080.00	T-93- -100-51M	Budget		3	1																																				
				Miscellaneous One Time Jobs																																								
			19,167.50																																									
15382	12/01/22	AGITALIA AG Italian Fine Foods						5545																																				
22-01150	1	Watchung Library Party	149.90	T-93- -100-110	Budget		1	1																																				
				Watchung Public Library Advisory Board																																								
129	12/06/22	WAT03 WATCHUNG BOROUGH CURRENT FUND						5547																																				
22-01189	1	2022 budget funding	300,000.00	T-93- -100-212	Budget		1	1																																				
				Open Space, Recreation, and Farmland																																								
130	12/13/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.						5552																																				
22-01225	1	12/15/22 payroll	11,730.00	T-93- -100-5ED	Budget		1	1																																				
				Extra Duty Solutions Funds																																								
22-01225	2	12/15/22 payroll	1,440.00	T-93- -100-501	Budget		2	1																																				
				Shop Rite																																								

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num	Ref Seq	Acct
PO #	Item	Description				Contract			
PNC OTHER ESC Investors Savings Other Escrow Continued									
130 WATCHUNG BORO. PAYROLL ACCT. Continued									
22-01225	3	12/15/22 payroll	2,463.64	T-93- -100-502 Levin Management (Blue Star)	Budget			3	1
22-01225	4	12/15/22 payroll	2,463.64	T-93- -100-503 Watchung Square (Fidelity)	Budget			4	1
22-01225	5	12/15/22 payroll	1,997.50	T-93- -100-503 Watchung Square (Fidelity)	Budget			5	1
22-01225	6	12/15/22 payroll	5,033.11	T-93- -100-51M Miscellaneous One Time Jobs	Budget			6	1
22-01225	7	12/15/22 payroll	1,062.50	T-93- -100-563 Watchung Chemical Engine	Budget			7	1
22-01225	8	12/15/22 payroll	65,615.42	T-93- -100-5ED Extra Duty Solutions Funds	Budget			8	1
22-01225	9	12/15/22 payroll	69,586.03	T-93- -100-51S Seritage	Budget			9	1
			15,167.50						
131 12/13/22 WAT01 WATCHUNG BORO. PAYROLL ACCT.									
22-01113	1	Watchung Boro PD Payroll	7,947.50	T-93- -100-5ED Extra Duty Solutions Funds	Budget			10	1
22-01113	2	Watchung Boro PD Payroll	1,507.50	T-93- -100-502 Levin Management (Blue Star)	Budget			11	1
			9,455.00						
15383	12/13/22	Alignment Check						VOID	
15384	12/13/22	Alignment Check						VOID	
15385	12/13/22	Alignment Check						VOID	
15386 12/13/22 GBT GREEN BROOK TOWNSHIP									
22-01216	1	2022 Public Defender Fee	6,500.00	T-93- -100-202 Public Defender	Budget			9	1
15387 12/13/22 REEFECO Reefco Aquarium Service, LLC									
22-00122	14	aquarium services	100.00	T-93- -100-110 Watchung Public Library Advisory Board	Budget			1	1
15388 12/13/22 STAT2 STATE OF NEW JERSEY									
22-01214	1	9/30/20 unemployment	321.60	T-93- -100-210 Unemployment Trust Fund	Budget			8	1
15389 12/13/22 WAT03 WATCHUNG BOROUGH CURRENT FUND									
22-01114	1	Watchung Boro PD Admin Fees	2,057.00	T-93- -100-5ED Extra Duty Solutions Funds	Budget			2	1
22-01114	2	Watchung Boro PD Admin Fees	318.25	T-93- -100-502 Levin Management (Blue Star)	Budget			3	1
22-01136	1	Watchung Boro PD Admin Fees	3,905.00	T-93- -100-5ED Extra Duty Solutions Funds	Budget			4	1
22-01136	2	Watchung Boro PD Admin Fees	960.00	T-93- -100-51M Miscellaneous One Time Jobs	Budget			5	1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref NUM	
PNC OTHER ESC Investors Savings Other Escrow Continued									
15389 WATCHUNG BOROUGH CURRENT FUND Continued									
22-01149	1	Watchung Boro PD Admin Fees	960.00	T-93- -100-51M	Budget		6	1	
				Miscellaneous One Time Jobs					
22-01149	2	Watchung Boro PD Admin Fees	8,514.00	T-93- -100-5ED	Budget		7	1	
				Extra Duty Solutions Funds					
			<u>16,714.25</u>						
15390 12/15/22 REMINGTO Remington & Vernick Engineers									
22-00815	8	Ness Farm services	16,659.89	T-93- -100-213	Budget		1	1	
				Ness Property Cleanup					
15391 12/15/22 WCF Watchung Community Foundation									
22-01230	1	refund for lawn chairs	1,534.00	T-93- -100-110	Budget		2	1	
				Watchung Public Library Advisory Board					
Checking Account Totals									
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:	13	3	438,584.64	0.00			
		Direct Deposit:	0	0	0.00	0.00			
		Total:	13	3	438,584.64	0.00			
Report Totals									
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:	234	6	3,445,082.41	10.07			
		Direct Deposit:	0	0	0.00	0.00			
		Total:	234	6	3,445,082.41	10.07			



Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	1-01	93,060.99	0.00	0.00	93,060.99
Current Fund	2-01	2,655,290.72	0.00	0.00	2,655,290.72
Capital Fund	C-02	77,923.02	0.00	0.00	77,923.02
Grant Fund	G-03	171,901.14	0.00	0.00	171,901.14
	H-06	681.50	0.00	0.00	681.50
	T-93	438,584.64	0.00	0.00	438,584.64
Total of All Funds:		3,437,442.01	0.00	0.00	3,437,442.01

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Project Description	Project No.	Project Total
404 Johnston Drive BA10-02	E-BA10-02	15.00
1660 Route 22	E-BA12-19	14.00
88 Hillcrest Road BA15-17	E-BA15-17	27.50
208 Sunlit Drive	E-BA15-20	27.50
916 Somerset Street	E-BA15-24	17.50
40 Sherwood Drive	E-BOND1949	6.68
1121 Johnston Dr	E-E04-10	134.86
BT 74.02 L 19.01 & 19.02	E-E0829849	120.32
40 Sherwood Drive	E-E19-049	162.32
173 Ellisen Road	E-E21-0100	169.00
201 Sunlit Drive GCP22-00075	E-E22-0075	40.00
175 Parlin Lane GCP-22-00100	E-E22-0100	169.00
76 Skyline Drive 22-00168	E-E22-0168	84.50
155 Parlin Lane E22-0227	E-E22-0227	671.50
170 Johnston Dr Ext E22-236	E-E22-0236	253.50
New Providence Road Weldon	E-E22-261	20.00
Bonnie Burn Road Redevelopment	E-PB19-01	2,532.25
1701 Rt 22 Shop Rite	E-PB22-01	3,174.97
Total of All Projects:		<u>7,640.40</u>

**BOROUGH OF WATCHUNG
RESOLUTION: R6**

WHEREAS, the following properties made their 3rd Quarter 2022 payment by mail and due to postal issues, the payments came late, therefore creating a delinquent interest amount due; and

WHEREAS, it has been determined that the property owners should not pay delinquent interest and the tax payments have been made in full.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the Tax Collector is authorized to reimburse the following properties for the interest that was assessed for the delinquent payment.

Block & Lot	Address	Amount
Block 2301 Lot 4	30 Maple Street	\$68.08

Ronald Jubin, Council President

Kcith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: FINANCE-MISC.,
CC: B. HANCE,

**BOROUGH OF WATCHUNG
RESOLUTION: R7**

WHEREAS, the Borough of Watchung desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$100,000.00 to carry out a project to resurface the tennis and basketball courts along with the creation of four (4) dedicated pickleball courts in Mobus Field.

NOW THEREFORE, BE IT HEREBY RESOLVED,

- 1) that the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey does hereby authorize the application for such a grant; and,
- 2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Borough of Watchung and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement and any other documents necessary in connection therewith:

(signature)
Kenn S. Balla

(type or print name)
Mayor

(title)

(signature)
James J. Damato

(type or print name)
Administrator

(title)

CERTIFICATION:

I, Edith G. Gil, the Municipal Clerk of the Borough of Watchung hereby certify that at a meeting of the Governing Body held on December 22, 2022 the above RESOLUTION was duly adopted.

AFFIX GOV'T,
CORPORATE OR
NOTARY SEAL

(Signature of Municipal Clerk)



Local Recreation Improvement Grant Guidelines
Fiscal Year 2023

State of New Jersey
Philip D. Murphy, Governor

Department of Community Affairs
Lt. Governor Sheila Y. Oliver, Commissioner

New Jersey Department of Community Affairs
101 S. Broad Street
Trenton, NJ 08625
P.O. Box 803
LRIG@DCA.NJ.GOV

PROGRAM OVERVIEW

The Local Recreation Improvement Grant is a competitive grant that supports improvement and repair of public recreation facilities including local parks, municipal recreation centers, and local stadiums. Ensuring public access to community facilities is imperative since access to outdoor recreation and community resources is critical for mental and physical health, particularly for those residents with limited or no access to quality outdoor space or private recreational opportunities. The COVID-19 pandemic highlighted this need, and the Local Recreation Improvement Grant aims to address equity considerations by meeting the needs of communities that have been placed under substantial stress due to the lack of quality recreational facilities and spaces. The Local Recreation Improvement Grant will allocate funds to update facilities and recreational spaces to meet this statewide need.

Local Recreation Improvement Grant funds will be allocated to each grant recipient to help cover costs associated with updating community centers, playgrounds, pools, fields, walking or bicycle trails, rail trails, multi-sport courts, and recreational facilities; project development professional services costs; equipment costs including playground and recreation facilities equipment; and environmental remediation costs required to prepare recreation sites for use.

The Local Recreation Improvement Grant (LRIG) exists to:

- Fund improvement to recreational facilities
- Provide quality outdoor recreational space to underserved communities, particularly in this time of heightened need
- Assist local units in achieving unmet recreational obligations

The grant review process will prioritize communities with a demonstrated need and commitment to enhancing recreational services. Communities that rank highest as mostly distressed within their respective county and/or have underserved populations and/or unmet recreational improvement needs will be prioritized.

Funds can support a variety of local government recreational improvement activities including, but not limited to:

- Updating community centers, playgrounds, pools, fields, walking or bicycle trails, rail trails, multi-sport courts, and recreational facilities.
- Professional services costs (example: engineering and architectural costs).
- Equipment (example: cost of playgrounds or bleachers for stadiums or community theatres).
- Remediation costs associated with preparing recreation sites for use.
- Other directly related costs.

All costs must be articulated in the grant budget proposal and approved by DLGS.

APPLICANT ELIGIBILITY

New Jersey counties, municipalities, and school districts are eligible to apply.

PROJECT ELIGIBILITY CRITERIA

To qualify for Local Recreation Improvement Grant funding, each eligible applicant must:

- Describe the intended use of grant funding for improvement or repair of a specific local recreation site and identify any previously encountered obstacles to repair or improve.
- Demonstrate the applicant's capacity to complete the proposed project and provide project management and oversight for all activities and fiscal operations.
- List key personnel and/or the outside consultant that will be managing the grant funds and proposed project.
- Provide a cost breakdown to allow DLGS to prioritize the costs and consider partial funding.
- Submit a governing body resolution acknowledging and approving any grant application and the proposed plan or design for the recreation space or community facility for which funding is sought. A sample resolution can be found on the DLGS website at: <https://www.nj.gov/dca/dlgs/programs/lriggrants.shtml>.
- Certify that the property where improvements will be made is owned by the county, municipality, or school district.

FUNDING AVAILABLE

The State's FY2023 budget appropriated \$25 million for the Local Recreation Improvement Grant to support improvements and repairs to public recreation facilities. The Division of Local Government Services (DLGS) within the Department of Community Affairs (DCA) will administer the Local Recreation Improvement Grant awards, which may be adjusted or capped based upon the number of viable applications submitted. A recommended maximum award of \$100,000 shall govern; however, awards in excess of the cap may be authorized, if warranted, and depending upon program demand. A LRIG may supplement new and existing projects, but funding duplication is not permitted and cannot supplant allocated grant funding from other sources. Priority will be given to unfunded projects and those that include a local match component.

APPLICATION PROCESS

Applicants must submit applications utilizing the NJDCA SAGE Portal. Each application submitted to DLGS shall include a description of the intended use of grant funding for the approved local recreation improvement project; demonstrate the applicant's capacity to complete the proposed project and provide project management and oversight for all activities and fiscal operations; and list key personnel that will be managing the grant funds and/or proposed project, including a grant coordinator, administrator, or other primary contact.

The following forms must be submitted with the Local Recreation Improvement Grant:

- a. Grant application
- b. Governing body resolution
- c. Project narrative
- d. Detailed proposed project budget
- e. Letter certifying that the applicant maintains ownership of property where improvements are being made.

Further information, including any required documents, will be posted at:

<https://www.nj.gov/dca/dlgs/programs/lriggrants.shtml>

NJDCA SAGE PORTAL

All applications must be submitted through the NJDCA SAGE Portal located at: <https://dcasage.intelligrants.com/portal.asp>.

**All applicants are to ensure that their SAGE Agency information contains up-to-date information including all email contacts of personnel responsible for administering the grant.

NJSTART E-PROCUREMENT SYSTEM

Applicants who do not have a NJ State-issued Vendor ID number are required to register in the NJSTART E-Procurement system located at: <https://www.njstart.gov/bsa/> and provide banking information for electronic receipt of grant funds. For assistance, please contact: njstartagency.support@treas.nj.gov.

**The NJ State-issued Vendor ID number is required to be on your SAGE Agency Profile.

SUBMISSION DEADLINE

DLGS must be in receipt of one electronic copy of the completed application in SAGE by 5:00 P.M. EST on January 20, 2023 for the applicant(s) to be eligible for grant funding.

Incomplete applications will not be considered for funding. Applications not submitted on or before 5:00 P.M. EST on January 20, 2023 will be rejected.

GRANT REVIEW AND SELECTION PROCESS

DLGS will evaluate all applications. Grant applications will be ranked by distressed community ranking, financial need, feasibility, local unit match commitment, and scope of impact. DLGS will review grant applications and notify applicants of grant awards no later than April 15, 2023.

Grant application decisions are final and not subject to appeal.

APPLICATION SCORING CRITERIA

Applications will be scored based on the following criteria, on a scale of 100 points:

1. Scope of Community Impact (up to 30 points).

- a. Demonstrated need for project
 - b. Degree of transformation
 - c. Projected attendance/use of facility
2. Quality and Feasibility of Work Plan (up to 20 points).
- a. Quality
 - b. Feasibility
 - c. Expense eligibility
3. Demonstration of Applicant Commitment to Recreation (up to 20 points).
- a. Local Match
 - b. Existing and forward-looking plan for recreational opportunity creation and maintenance
4. Ranking Within County (up to 30 points)
- a. Distressed City Ranking within County
- Applications for LRIC funding must be consistent with the policies and priorities of any relevant State agency which has jurisdiction or supervisory responsibility over the project site or function (e.g. Department of Environmental Protection, Department of Education). Applications for grants may be reviewed in part by, and are subject to the comments of, such agencies.
 - Funds will be awarded to grantees only if they are in good standing and in compliance with all programs, statutory, and regulatory requirements.
 - Recipients must use funds awarded to support costs associated with the authorized project activities.

GRANT FUNDING PROCESS

All awards are subject to the continuing availability of appropriated funds.

Upon completion of grant review and award notification, DLGS will enter into an agreement with applicants approved for funding. Following execution of the agreement, the grantee can seek reimbursement of eligible costs, provided that all award conditions have been satisfied.

Grantees shall maintain and retain accounting and other grant-related records and information for the duration of the project funded by the grant, as required by applicable state and local laws and regulations, for no less than two (2) calendar years.

Such records shall be subject to examination, audit, and inspection by DLGS and/or any other federal, state, or local agency that has jurisdictional authority.

DLGS reserves the right to rescind or reclaim funds, withhold future grant funding and/or disqualify a grantee from participating in future grant awards if any condition of the grant program is unmet, including if grant funds received by the grantee are not properly accounted for, or if the grantee fails to meet reporting or certification requirements.

Following execution of the agreement, the grantee is permitted to move funds between authorized categories within these guidelines for eligible items without requesting prior approval from the Division.

REIMBURSEMENT PROCESS

Local Recreation Improvement Grants are reimbursement based. There will be no advance payment of grant funds. Reimbursements may be made semi-annually when semi-annually progress reports are due. Eligible costs are reimbursed to the grantee upon submission of evidence of payment by the grantee.

Requests for payment must be made through NJDCA SAGE portal by submitting a Financial Status Report (FSR), Expense Report, Payment Voucher, and Project Progress Report. The recipient must also attach copies of fully executed purchase orders and copies of cancelled checks (both sides) documenting the expenditure of funds for which reimbursement is sought. Requests for reimbursement can be submitted at any time but cannot be more than once every six months.

Funding for reimbursement requests received more than two (2) months after the close of the fiscal year during which the costs were incurred cannot be guaranteed.

Payment will be made via electronic transfer of funds to the account and financial institution identified by the grantee. Grant applications require the applicant's state Vendor ID number.

GRANT CLOSEOUT PROCESS

At the conclusion of the approved project period, which may coincide with the date upon which the grantee requests final payment but shall not be before the completion of the recreation improvement project for which funding was provided, except as otherwise provided in writing by DLGS, the recipients must submit a final report documenting that all administrative responsibilities and required activities under the grant agreement have been satisfactorily completed.

ASSISTANCE

Applicants may contact Alessandra Furlus at (609) 913-4401 to discuss program and project needs up to submission of the application. Questions may also be submitted via e-mail to lrfg@dca.nj.gov.

**BOROUGH OF WATCHUNG
RESOLUTION: R18**

AUTHORIZING PSE&G TO PERFORM ON-SITE ENERGY AUDIT

WHEREAS, PSE&G's new Direct Install Program for Government is a comprehensive energy efficiency effort to help customers save energy and money while reducing carbon emissions; and

WHEREAS, this program provides free on-site energy audit, and a proposal that lists the costs to install energy efficient improvements as a result of the audit; and

WHEREAS, PSE&G will pay 100% percent of the cost to install the energy efficient measures with the customer repaying 30% percent either in a lump sum payment or over 36 months, interest free; and

WHEREAS, the Mayor and Council of the Borough of Watchung believe it is in the best interest of the town and its taxpayers to have an audit performed on several Borough buildings, such as the Police Department, the Taxier House, Borough Hall, etc.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Watchung hereby authorizes PSE&G to perform a no/cost audit through their new Direct Install Program for Government Customers for various Borough owned facilities.

Ronald Jubin, Council President

Keith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: FINANCE-MISC. PROPERTIES
C: B. HANCOCK



Clean Energy Future – Energy Efficiency Program Energy Saver Program

Customer Assessment Access Agreement

As part of its New Jersey Board of Public Utilities (“NJBP”) approved Clean Energy Future – Energy Efficiency Program, Public Service Electric and Gas Company (“PSE&G”) is offering the Energy Saver Program (a/k/a the Direct Install Program) (the “Program”) to customers in its electric and/or gas service territory. The Program may provide eligible customers with a “walk through” energy assessment (“Assessment”) of the subject facility (“Facility”) to determine whether the Facility may benefit from participating in the Program. Results of the Assessment will be used to determine which energy efficiency measures (“EFMs”) are recommended for installation. Upon Customer’s acceptance of the “Energy Efficiency Upgrade Proposal,” the work to be performed thereunder will be deemed the “Project.”

Customer Name: _____
Owner | Tenant | *(Owner Consent required; see attached)*

Customer’s PSE&G Account Number: _____

Billing Information *(if different)*: PSE&G Account Number: _____

Contact Name: _____

Cell Phone: _____

Email Address: _____

Facility Name: _____

Facility Street: _____ Floor/Unit: _____

Municipality: _____

Zip Code: _____

Type of Facility:

Municipal/State/Federal

Non-Profit

Small Business *Check here if located in a UEZ*

Other _____

NAICS Code*: _____ Primary Building Use, NAICS description: _____

*The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
Customer grants PSE&G and its designee reasonable access to the Facility to perform the Assessment, subject to the following terms and conditions:

1. The Assessment shall be performed at no cost to Customer. In the event that Customer is not the owner of the Facility, Customer will obtain the consent of the owner as set forth in the Owner Consent to Conduct Assessment, attached hereto.
2. The Assessment results will identify whether the Facility may be suitable for any energy saving upgrades to lighting, refrigeration and/or HVAC. Company does not guarantee that the Assessment will identify any or all EEMs that may be suitable for the Facility. Company does not warrant that, if Customer agrees to implement the recommendations of the Assessment, Customer will realize energy savings. The information provided in the "Energy Efficiency Upgrade Proposal" is for informational purposes only and Customer's actual energy savings may vary based on numerous determining factors including but not limited to weather, changes to Customer utility rates, or Facility use and operating hours.
3. Customer agrees to indemnify, defend, and hold harmless Company, its employees and designees (each an "Indemnified Person") from and against any claim, dispute, complaint, suit, demand, judgment, liability, loss, injury, accident, fine, expense, penalty, damage, action, fee, cost, or charge of any kind or nature (including reasonable attorneys' fees) that may be imposed on, incurred by, or asserted against such Indemnified Person in any way relating to, arising out of or resulting from this Agreement or the right of access granted herein, except to the extent of gross negligence or intentional misconduct by the Indemnified Person.
4. PSE&G's total liability to Customer for all actions, claims, or suits of any kind, whether based upon warranty, contract, tort (including negligence and strict liability) or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to this Agreement or the right of access granted herein, shall under no circumstances, exceed the cost of the Assessment if one is performed. PSE&G shall not, under any circumstances, be liable for any special, indirect, incidental, punitive or consequential losses, damages, costs, or expenses whatsoever (including for lost profits, time or revenue), whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract or otherwise.
5. Customer agrees that (i) it possesses all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated herein; (ii) the execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, its organizational documents; (iii) this Agreement has been duly executed and delivered; and (iv) this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer.
6. ~~Customer has obtained, to the extent it has deemed necessary or prudent, legal counsel to advise it on this Agreement.~~
7. Customer agrees that this Agreement constitutes the full, complete, and only agreement from Customer for the benefit of PSE&G and supersedes any previous representations or agreements with respect to the subject matter hereof.
8. Each party shall consider all information furnished by the other to be confidential. Customer-specific information shall only be used by PSE&G in compliance with any applicable regulations and statutory obligations or as otherwise authorized by Customer.
9. Customer agrees: (A) that the laws of the State of New Jersey shall govern this Agreement and any dispute arising hereunder shall be litigated in a Federal or State Court located in the State of New Jersey, (B) ~~TO WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW THE RIGHT TO A TRIAL BY JURY.~~
10. In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

11. This Agreement is neither intended to create, nor shall it be construed as creating, a joint venture, partnership or other form of business association between the parties, or an agreement to enter into any business relationship.

For information on Energy Performance Contracting for government entities, please visit the Energy Savings Improvement Program (ESIP) page at <https://njcleanenergy.com/commercial-industrial/programs/energy-savings-improvement-program> [njcleanenergy.com]

Authorized Signature of Customer:

Customer Name: | |

Signature: | |

Signatory Name (Print): | |

Title: | |

Date: | |

PSE&G Program Representative Name: | |

DRAFT



Clean Energy Future – Energy Efficiency Program Energy Saver Program

Owner Consent to Conduct Assessment

Tenant Name: | |
 Facility Name: | |
 Facility Street Address: | |
 City: | | State: N.J. Zip Code: | |

The undersigned, a duly authorized representative of the owner of the Facility, docs hereby:

1. consent to Public Service Electric and Gas Company (or its designee) (“PSE&G”) to enter the Facility to conduct a free energy assessment (“Assessment”) pursuant to PSE&G’s Energy Saver Program (a/k/a the Direct Install Program),
2. acknowledge that the purpose of the Assessment is to identify potential measures that, if implemented, may result in energy savings to the owner or tenant occupying the Facility, and in consideration thereof, does further
3. agree to indemnify, defend, and hold harmless PSE&G or its designee from all claims arising under or pursuant to the Assessment.

The Tenant identified above will be billed for any energy saving upgrades at the Facility implemented under the Program.

Date: | |
 Owner Name: | |
 Owner Signature: | |
 Owner Signatory Name: | |
 Owner Address: | |
 City: | | State: | | Zip: | |
 Owner Telephone: | |

PSE&G Program Representative Name: | |

**BOROUGH OF WATCHUNG
RESOLUTION: R8**

WHEREAS, the Borough of Watchung greatly appreciates the many volunteers who donate their time for the good and well-being of all residents; and

WHEREAS, the Governing Body is aware that volunteerism is becoming rarer as people try to juggle many activities in their busy lives; and

WHEREAS, this is especially true when the position one is volunteering their time for is a dangerous one, where in a moments' notice their life can be put on the line for the safety of others.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the appointment of **Rohan Nagpaul**, as a Junior Member of the Watchung Fire Department is hereby proudly approved.

BE IT FURTHER RESOLVED that the Governing Body of Watchung hereby commends **Rohan Nagpaul** for serving our community in this capacity.

Curt S. Dahl, Council Member

Keith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: FIRE COMPANY
C: FIRE DEPT., FINANCE,

**BOROUGH OF WATCHUNG
RESOLUTION: R9**

WHEREAS, Johnson Dr E LLC, (the "Licensee") is the current owner of the property located at Block 52.01, Lot 1.04 in the Borough of Watchung, County of Somerset, State of New Jersey, known as 170 Johnston Drive Extension (the "Property"); and

WHEREAS, the Borough has an existing 25' Wide Utility Easement traversing a portion of the Property, which easement was granted to the Borough by Deed dated April 19, 2006, from Elizabethtown Water Company, recorded with the Somerset County Clerk's office on May 19, 2011, in Book 6420, at Page 3671, Instrument No. 2011021407 (the "Easement"); and

WHEREAS, Licensee has requested a revocable license from the Borough to allow for the construction and location of a proposed asphalt driveway with the Borough's Easement on the Property; and

WHEREAS, the Borough Engineer has reviewed the Licensee's request and recommends that the Borough authorize this request conditioned upon the full execution of a Revocable License Agreement, which shall be recorded with the Somerset County Clerk's Office, be binding on all successors of title to the Property, and run with the Land; and

WHEREAS, the Borough finds it reasonable and appropriate to grant this Revocable License to the Property Owner for the location of the proposed driveway within the Borough's Easement on the Property.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the Borough does hereby grant approval to the execution of the attached Revocable License Agreement with the following conditions:

1. Licensee agrees to comply with all conditions covered in the Revocable License Agreement attached.

The Clerk shall forward the Revocable License to the "Licensee" for authorized signature. Licensee shall return the same to the Borough Clerk with Licensee's check in the amount of \$12.00 to cover the \$1.00 License fee as full and actual consideration paid, in addition to the \$11.00 cost of recording the License with the Somerset County Clerk.

The Mayor and Borough Clerk are hereby directed to execute the attached Revocable License.

Christine B. Ead, Council Member

Keith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: MISC., PROPERTIES,
C: ENG,

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("LICENSE") made this ____ day of _____, 2022, by and between:

THE BOROUGH OF WATCHUNG, a municipal corporation of the State of New Jersey with principal offices located at 15 Mountain Boulevard, Watchung, New Jersey, 07069 ("Licensor" or "Borough");

and,

JOHNSTON DRE LLC, a New Jersey limited liability company, having an address at 170 Johnston Drive Extension, Watchung, New Jersey, 07069 ("Licensee" or "Property Owner").

WITNESSETH

WHEREAS, the Licensee is the current owner of the property located at Block 52.01, Lot 1.04 in the Borough of Watchung, County of Somerset, State of New Jersey, located at 170 Johnston Drive Extension (the "Property") and

WHEREAS, the Borough has an existing 25' Wide Utility Easement traversing a portion of the Property, which easement was granted to the Borough by Deed dated April 19, 2006, from Elizabethtown Water Company, recorded with the Somerset County Clerk's office on May 10, 2011, in Book 6420, at Page 2671, Instrument No. 2011021407 (the "Easement"); and

WHEREAS, Licensee has requested a revocable license from the Borough to allow for the construction and location of a proposed asphalt driveway with the Borough's Easement on the Property; and

WHEREAS, the Borough Engineer has reviewed the Licensee's request and recommends that the Borough authorize this request conditioned upon the full execution of this Revocable License, which when recorded with the Somerset County Clerk's Office, be binding on all successors of title to the Property, and run with the land; and

WHEREAS, the Borough finds it reasonable and appropriate to grant this Revocable License to the Property Owner for the location of the proposed driveway within the Borough's Easement on the Property;

NOW, THEREFORE, in consideration of \$1.00 paid by the Licensee, the promises and agreements contained herein, and for other good and valuable consideration herein acknowledged and accepted, the parties hereby agree as follows:

I. GRANTING OF LICENSE.

Licensor hereby grants to Licensee a revocable license to construct and maintain an asphalt driveway within the Borough's Easement on the Property, as proposed and designed on the attached **Exhibit A**

Licensee's usage of the License authorized herein shall be undertaken, performed, and completed in a good and workmanlike manner using suitable, quality materials, and in compliance with all applicable laws, ordinances, and regulations of all governmental authorities with jurisdiction.

II. TERM; TERMINATION OF LICENSE.

This License is granted at the pleasure of the Borough and may be terminated by the Borough, in its sole discretion, upon fifteen (15) days' notice to the Licensee, the heirs, assigns or successors in interest. At the expiration of the 15-day notice period, the Borough is hereby authorized to record a License Termination Notice with the Somerset County Clerk's Office, without further notice to the Property Owner, the heirs, assigns or successors in interest.

In the event this License is terminated by the Licensor, the Licensee shall remove the driveway within the Borough's Easement within the fifteen (15) day notice period at their sole cost and expense. In the event the Licensee fails or refuses to complete such removal, the Borough shall have the right, not the obligation, to remove same at the cost and expense of the Property Owner, which may become a lien against the Property if such cost and expense is not paid within ten (10) days upon receipt of demand for payment by the Borough.

III. INSURANCE.

Licensee shall purchase and maintain during the term of this License a homeowner's general liability insurance policy, with minimum limits of \$1,000,000.00 each occurrence, and \$1,000,000.00 general aggregate for bodily injury, personal injury and/or property damage liability combined. Licensor shall be included as an additional insured on the Licensee's policies.

A Certificate of Insurance evidencing all of the coverages set forth herein shall be furnished to Licensor, with Licensor as a Certificate Holder, along with copies of endorsements providing evidence of all of the following: that Licensor is included as an additional insured; that notice of cancellation will be forwarded to the Licensor; and that waiver of subrogation applies with respect to any claims, damage or loss. At least fifteen (15) days prior to the expiration of such policies, Licensee shall furnish Licensor with renewal certificate(s) of insurance thereof.

IV. INDEMNIFICATION; HOLD HARMLESS.

Licensee, its successors, assigns, contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Licensor, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity, or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Licensee's use of the licensed area. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorney's fees, court costs and any other expenses that may be incurred by the Licensor in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with any claim for which the Licensor may or may not be claimed to be liable in whole or in part relating to this License. This provision shall survive termination of this License.

V. MISCELLANEOUS PROVISIONS.

- a. Assignment. This License shall not be assignable by Licensee.
- b. Modification. Except as otherwise provided herein, the provisions of this License shall not be amended or modified without the express written consent of both parties, and no such amendment or modification shall be effective for any purpose unless set forth in writing and signed by both parties.
- c. Notices. All notices shall be in writing and sent via certified mail, return receipt requested, overnight mail, or personal service to the addresses set forth hereinabove.
- d. Permits and approvals. Licensee shall be responsible for obtaining any and all applicable permits and approvals from all governmental authorities having jurisdiction over the Property and licensed area.
- e. Recordation. This License shall be recorded with the Somerset County Clerk's Office. The License shall be recorded by the Borough, with the costs of same to be the responsibility of the Property Owner.
- f. Attorney Fees. In the event that the Licensor must obtain the services of an attorney to enforce any provisions of this License, the Licensee shall be responsible for all attorneys' fees and court costs incurred by the Licensor.
- g. Entire Agreement. This agreement represents the entire agreement between the parties. All prior negotiations, oral promises or agreements are merged herein. Any and all changes to the within agreement shall be in writing and signed by all parties hereto.
- h. Controlling Law. This License shall be governed by and construed in accordance with the laws of the State of New Jersey.
- i. Counterparts. This License may be executed with original, faxed or e-mail signatures in one or more counterparts, each of which, when taken together, shall constitute a single original.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first written above.

ATTEST:

Edith C. Gil
Borough Clerk

Dated: _____, 2022

ATTEST:

LICENSOR:
BOROUGH OF WATCHUNG

By: _____
Keith Balla
Mayor

LICENSEE:
JOHNSTON DR E LLC

Name:
Title:

Name:
Title:

ACKNOWLEDGMENT

STATE OF NEW JERSEY
COUNTY OF _____

SS:

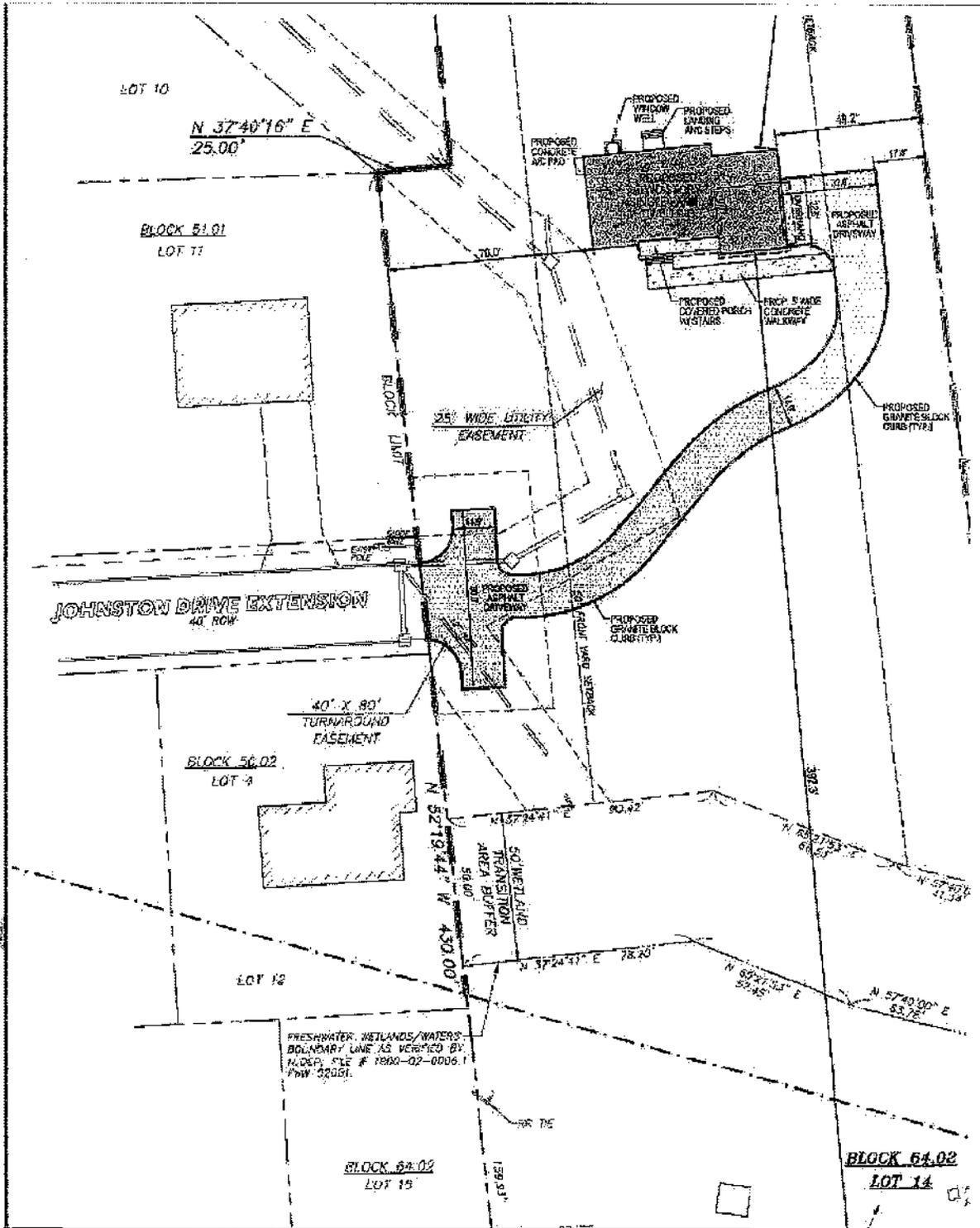
I CERTIFY that on _____, 2022, _____, Managing Member of JOHNSTON DR E LLC, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of this License; and
- (b) was authorized to and did execute this License as a Managing Member of Johnston Dr E LLC, the entity named in this License; and
- (c) made this License for: \$10,000.00 as for the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and
- (d) executed this License as the act of the entity.

Notary Public of New Jersey

DRAFT

EXHIBIT A



**BOROUGH OF WATCHUNG
RESOLUTION: R10**

WHEREAS, N.J.S.A. 40:48-5.1 mandates that under certain specified circumstances a municipality must enter into negotiations with an animal control service for the collecting, keeping, redemption and destroying of stray animals with the municipality; and

WHEREAS, said statute provides that the municipality may enter into a contract for the provision of services with such a humane society without advertisement for public bids; and

WHEREAS, pursuant to the provisions of said statute, the Borough of Watchung has entered into negotiations with **Animal Control Solutions**, which meets the requirements of N.J.S.A. 40:48-5.1; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this contract in the Animal Control Trust Fund and the municipal budget; and

Chief Financial Officer

WHEREAS, the Mayor and Council have determined that it is in the best interest of the municipality to enter into a two-year contract with **Animal Control Solutions**.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey does hereby authorize the execution of a two-year contract in the form annexed hereto, effective **January 1, 2023 through December 31, 2024** in the amount of **\$39,458.00** (Year 1: \$19,334 and Year 2: \$20,124).

Ronald Jubin, Council President

Keith S. Balla, Mayor

ADOPTED DECEMBER 22, 2022
INDEX: AWARDS,
CC: FINANCE, BD OF HEALTH, POLICE

**SERVICES CONTRACT BETWEEN ANIMAL CONTROL SOLUTIONS LLC,
AND THE BOROUGH OF WATCHUNG.**

THIS AGREEMENT, made this 1st day of January, 2023 between the Borough of Watchung having its principal place of business at 15 Mountain Blvd, Watchung, New Jersey 07069 and hereinafter referred to as the "Municipality"; and Animal Control Solutions, LLC having its principal place of business at P.O. Box 2493 Flemington, New Jersey 08822 hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the Municipality requires professional animal control services

WHEREAS, the Contractor is available to perform the necessary services for the Municipality and has the expertise and staff to provide these services

WHEREAS, The Municipality desires the Contractor to undertake services as outlined in Schedule A

WHEREAS, said services are professional in nature and are therefore excluded from the Bidding Laws of the State of New Jersey

NOW, THEREFORE, in consideration of the promises and the mutual covenants, conditions and agreements contained herein, the parties hereto agree that the Contractor shall provide the services outlined in the proposal attached hereto as Appendix A.

SECTION 1 – MUNICIPALITY’S RESPONSIBILITIES

The Municipality Shall

1. Provide full information as to its requirements
2. Assist the Contractor by placing at its disposal all available information in regard to animal control activities.
3. Designate a person to act as the Municipality’s representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Municipality’s policies and decisions with respect to Contractor’s services. Such person shall not have authority to modify the Scope of Work nor amend or modify this Agreement.
4. Designate a person or persons that shall conduct all official correspondence with residents.

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This shall include but is not limited to mailing of ordinance warnings and summonses. They shall also notify residents of all health alerts as directed by the New Jersey and County health departments.

5. Give prompt written notice to the Contractor whenever the Municipality observes or otherwise becomes aware of any development that affects the scope, timing, or issues with services. Municipality must give direction and ample time to correct and modify changes in services.
6. Maintain and grant access to a designated holding facility for the drop off of impounded animals either through the Contractor or on their own.
7. Maintain a contract with an after-hours emergency veterinarian for the purpose of caring for severely injured impounded domestic animals either through the Contractor or on their own.
8. Maintain and grant access to a dumpster for the purpose of disposing dead wildlife found in the borders of the municipality either through the contractor or on their own.
9. Be billed directly from the designated holding facility, or Contractor and any veterinarians for all costs of animal impoundment, treating injured animals, or preparing animals for rabies testing, and shall indemnify and hold harmless the Contractor from any and all such charges. This is to include but is not limited to impounding and veterinary fees for animals whose owner refuses or is unable to pay, Dangerous Dog impoundments, evictions, owner arrest, or any other owned animal impoundment. Under state statute, all aforementioned impoundments the municipality shall be able to recoup said costs through

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summons. The Contractor shall issue appropriate summons on the behalf of the Municipality to recoup said fees.

SECTION 2 - PERIOD OF SERVICE

1. The Contractor shall proceed with the performance of services as outlined in Appendix A attached. The term of this Agreement shall be from January 1, 2023 through December 31, 2025 or may be amended by mutual agreement.

2. This Agreement may be terminated by either party upon ninety (90) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Failure of the Municipality to pay the Contractor shall not be grounds to terminate the contract. It is expressly agreed that the Contractor is not obligated to incur any costs, expense, and/or legal fees as a consequence of the Municipality's desire to terminate the contract without without demonstrating to a independent mediator of a substantial failure of services, such costs, expenses, and/or legal fees shall be the sole responsibility of the Municipality. Contractor shall be paid in full for services rendered and expenses incurred during the contract and to the termination date.

The Contractor reserves the right to assess a 10% late fee compounding each month if payments or any part thereof are not received within 45 days from invoice date. The Contractor reserves the right to suspend all services if payments or any part thereof are not received within 45 days from invoice date. The Contractor shall notify the Municipality in writing prior to any suspension of services. During the suspension the contract

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shall remain in full force and effect and monthly payments shall continue to accrue. During the suspension the contractor is not responsible for responding to any calls for service. During the suspension the municipality shall hold the contractor harmless from any liability for not responding to any request for service. It is expressly agreed that the Contractor is not obligated to incur any costs, expense, and/or legal fees as a consequence of the failure of the Municipality timely and fully remit all payments due hereunder, such costs, expenses, and/or legal fees shall be the sole responsibility of the Municipality.

SECTION 3 – PAYMENTS TO ANIMAL CONTROL SOLUTIONS, LLC

1. The Contractor shall charge a yearly fee in accordance with the following table for any and all services listed in Appendix A during the contract term.
 - a. 2023: \$19,334.00 or \$1,612.00 per month.
 - b. 2024: \$20,124.00 or \$1,677.00 per month.
 - c. 2025: \$20,928.00 or \$1,744.00 per month.
2. The contract fee shall be paid in monthly installments.
3. Kenneling and Veterinarian fees billed by the Contractor shall be paid monthly and in accordance with Appendices B. Municipality can avoid these fees if they contact directly with a holding facility.
4. The Municipality may request services outside of this contract, however, the costs and scope of service must be agreed upon by Contractor.

SECTION 4 – INSURANCE

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1. The Contractor shall maintain general liability insurance in minimum amounts of \$2 million general aggregate, \$1 million per occurrence, and \$1 million for bodily injury and property damage.
2. In addition, the Contractor shall maintain automobile liability insurance in the minimum of \$1 million per occurrence, and worker's compensation insurance coverage shall be maintained for all employees.
3. The Contractor shall name the Municipality as an additional insured on all policies other than worker's compensation and will provide a waiver of subrogation upon request. The Contractor will provide a Certificate of Insurance and the appropriate policy endorsements as evidence of such insurance upon request. Acceptance by the municipality of deficient evidence of insurance shall not constitute a waiver of the insurance requirements of this contract.

SECTION 5 – EQUIPMENT AND VEHICLES

1. The Contractor shall provide all equipment necessary to perform all duties listed in Appendix A.
2. The Contractor shall provide vehicles fully compliant with New Jersey State regulations.

SECTION 6 – ADDITIONAL CONDITIONS

1. Animal Control Solutions, LLC shall reserve the right to enter into an agreement similar to this with any other Municipalities in the State of New Jersey.

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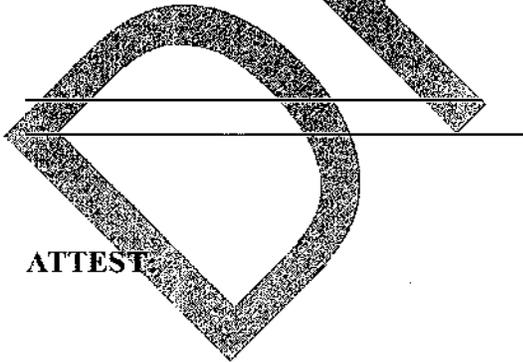
SECTION 6 – AFFIRMATIVE ACTION

1. The parties to this Contract agree to incorporate into this Contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time-to-time and the Contractor agrees to comply fully with the terms, provisions and obligations of said subsection which shall be applied subject to the terms of subsection 3.4(d) of said Regulations.
2. The parties to this contract agree to incorporate into this Contract the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time-to-time and the contractor agrees to comply fully with the terms, provisions and obligations of said section 5.3. A copy of the mandatory language and the Contractor's certificate of compliance are attached hereto.

IN WITNESS WHEREOF, we have set our hands and seals the date first written above.

ATTEST:

ANIMAL CONTROL SOLUTIONS, LLC



ATTEST:

BY:

Thomas Dodd, President

BY:

Keith S. Balla, Mayor

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Appendix A

ANIMAL CONTROL SERVICES TO BE PROVIDED BY THE CONTRACTOR

Definitions

Owner: Any person or persons to include property owners and private businesses owners who have shown an interest or permitted their tenants or employees to show interest in a domestic animal by having the domestic animal in their keeping or allowing the domestic animal to remain on their property, or provided food, water, shelter, or veterinary care to a domestic animal for a period of time exceeding 7 days without notifying the municipality or the municipal animal control agency at the time when the domestic animal was first discovered and requested removal.

Stray Animal: Any animal with no apparent owner that is observed by the animal control officer to not be fed, sheltered, or otherwise provided care by a person or persons or has not been permitted to remain on private property.

Owned Animal: Any animal which the owner is known licensed or not, or has been provided food or shelter or permitted to remain on private property for a time period exceeding 7 days, or has distinguishing ownership markings such as collar, or ear notches commonly seen in TNR cats.

Stray Domestic Animal Apprehension and Impoundment

1. Animal Control Solutions, LLC shall respond and when possible impound dogs that are running loose within the borders of the contracting municipality when the animal is in view of the complainant. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
2. Animal Control Solutions, LLC shall respond and impound all stray dogs that have been found and confined within the borders of the contracting municipality. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
3. Animal Control Solutions, LLC shall respond, impound, and transport to a veterinarian all severely injured stray dogs and cats found within the borders of the contracting municipality.
4. Animal Control Solutions, LLC shall respond, impound, and transport to a designated holding facility all dogs under the New Jersey Potentially Dangerous and Vicious Dog Act in conjunction with the Municipal Department of Health and local law enforcement. If the offending dog is found guilty or an agreement of ownership is made between the Municipality and the owner it shall be the responsibility of the Municipality to enforce any court order. This includes but is not limited to conducting compliance checks and ensuring any kenneling or veterinary bills

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are paid.

5. Under the direction of the Municipality, Animal Control Solutions, LLC shall respond and investigate stray cat complaints within the borders of the contracting municipality. Animal Control Solutions, LLC shall require the complaining party to wait a period of 3 days prior to any attempts in capturing, removing or TNRing the animal unless the animal is reported to be sick or injured. This allows the animal to return to its owner.

1. Animal Control Solutions, LLC shall conduct a site visit (welfare check) to determine if the cat(s) are owned or truly stray based on the Municipality's ordinances. Upon completion of the site visit a report will be forwarded to the municipality for approval prior to any action taken unless the cat(s) in question is stray and is severely injured. If the Municipality determines a cat is owned we will give the resident a timeframe set forth by the Municipality to become compliant with whatever ordinances are relevant, and enforce them as needed. Only under a direct Health Order or Approved Seizure by the Humane Law Enforcement Officer or their Municipal Representative will we impound and remove an owned cat.

2. If traps are required, the duration of the trapping will not exceed five (5) days unless cats are activity being captured. Animal Control Solutions, LLC. will provide the trap and bait, however the complaining party will be responsible for setting, monitoring, and rebaiting the trap daily unless the complaining party is handicapped, elderly, or has a physical ailment. The complaining party shall call when the cat is trapped for pick-up. Animal Control Solutions will pick up the trapped cat and transport it to a holding facility. Complaining parties are required to trap only during hours which will be provided to them. If the complaining party refuses to set and monitor traps Animal Control Solutions can do so for a nominal fee. This fee is assessed each trip Animal Control Solutions takes. The municipality may choose to cover these costs on a case by case basis (See Section 3, Paragraph 4).

3. There may be a deposit required for each trap loaned depending on the location of the trapping. The deposit may be given by either the complaining party or the Municipality at the discretion of the Municipality. This deposit will be returned once the trap is returned in good working order. If at any time the trap is damaged or missing the Contractor reserves the right to use the deposit.

4. In situations where the municipality approves TNR (Trap Neuter Return) of feral owned cats Animal Control Solutions shall offer that service to residents in accordance with Appendix C.

5. Any cat that has been provided food, shelter, or any care whatsoever shall not be considered stray and the resident shall be responsible for the costs of the animal removal (surrender, TNR, etc). The municipality may choose to cover these costs on a case by case basis (See Section 3, Paragraph 4 of this Contract).

6. Animal Control Solutions, LLC shall reserve the right to charge residents or businesses requesting services not included in the contract.

7. Animal Control Solutions, LLC networks with several area rescue groups and shelters for the

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placement of their unclaimed stray animals taken impounded by Animal Control.

8. It is expressly agreed that Animal Control Solutions, LLC will not impound any animals accepted by any shelters, kennels, veterinarians offices, or animal rescue groups located within the borders of the municipality. If any of these groups takes in an animal the animal is their responsibility.

Rabies Quarantine and Testing

1. At the direction of the local, county, or state Board of Health or Health Officer, Animal Control Solutions, LLC shall respond and attempted to take appropriate action under New Jersey Health Code to all reported animal bites within the borders of the contracting municipality.
2. Animal Control Solutions, LLC shall conduct quarantines and releases as per New Jersey Health Code during normal business hours. Quarantines and releases can be done by dated photograph, video call or by the owners veterinarian. If the Board of Health or Health Officer requests a house visit Animal Control Solutions, LLC may accommodate for a nominal fee (see Section 3, Paragraph 4).
3. Animal Solutions, LLC shall make attempts over a 3 day period to contact the owner of the animal that is required to be placed under quarantine or being released from quarantine. One of these attempts shall be a physical visit to the residence as long as that residence is in the jurisdiction of this contract.
4. If the owner isn't able to be reached or is uncooperative Animal Control Solutions, LLC shall return the quarantine/confinement notice back to the municipal or county health officer for further action on their part.
5. If rabies testing is required, Animal Control Solutions, LLC shall transport the biting animal to a local veterinarian to be prepared for testing.
6. Animal Control Solutions, LLC will transport rabies specimens to local and county health offices for transport or utilize state courier.
7. Animal Control Solutions, LLC will not transport rabies specimens to State Health offices.
8. Animal Control Solutions, LLC shall keep and maintain accurate records of each animal quarantined as per New Jersey Law.

Wildlife

1. Animal Control Solutions, LLC shall respond to all incidents involving wildlife that has bitten any human or companion animal within the borders of the municipality. Municipal Police may be required to euthanize the suspect animal at the request of the Contractor. If the Police is unable or unwilling the animal will be transported to a veterinarian for euthanasia under Appendix B of this contact. The biting animal's remains will be transported to a veterinarian to be prepared for rabies testing.
2. Animal Control Solutions, LLC shall respond, attempt to remove and release all small wildlife that the Animal Control Officer feels is not sick or injured, that has entered and is occupying the immediate living space of a residence. Examples of areas not considered immediate living

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spaces are but not limited to attic, basement, crawlspace, chimneys, walls, ductwork, roofs, garages, out buildings, commercial property, trashcans, traps, trees, front or back porches, dumpsters, or any other property that is not inhabited. All other wild animal issues will be considered nuisance wildlife.

3. Animal Control Solutions, LLC shall respond and attempt to capture and transport to a wildlife rehab all orphaned, sick or injured small wildlife during the rehabs hours of operation. Though uncommon due to the restricted hours and rules of local wildlife rehabs and employee safety concerns Municipal Police may be required to euthanize the suspect animal if the animal is hopelessly suffering. The request to euthanize the animal may be given via telephone. If the Municipal Police are unable or unwilling to destroy the animal an additional veterinary euthanasia fee shall be charged under Appendix B. If the animal is destroyed by the Municipal Police it shall be removed within 24 hours.
4. Wild animals injured due to a resident's or their representatives carelessness or deliberate actions shall not be the responsibility of Animal Control Solutions, LLC. The resident or their representative shall be directed to contact a Wildlife rehab or New Jersey State Fish and Game. The resident or their representative shall be responsible for transport of the animal to the rehab or other state approved location. They can do this through private contractor such as a pest control service. This includes but is not limited to trapping, snaring, poisoning, cutting down trees habited by wildlife, sealing up wildlife dens or holes wildlife has created to access living areas, and improper exclusion.
5. All Deer, Bear, Bob Cat, Coyotes, birds covered under the US Migratory Bird Act, exotic animals under the NJ Department of Environmental Protection and Snakes incidents are regulated by New Jersey Department of Fish and game, department of Wildlife Conservation. Residents with issues with these animals shall be directed to contact them for assistance.
6. Under NJ Wildlife Conservation Guidelines wildlife cannot be removed from a property unless it has caused over \$500 worth of property damage. Certain species of wildlife are protected under state statute and cannot be removed unless it poses a threat of immediate danger. Other species are protected during certain times of the year and cannot be removed during those times for any reason. Residents requesting nuisance wildlife removal shall be directed to call a licensed wildlife removal service or the NJ Dept. of Fish and Game.
7. Animal Control Solutions, LLC shall respond and remove all dead small wildlife to include raccoons, opossums, squirrels, fox, large birds such as raptors, and skunks from public roadways and Municipal owned property. Skunks will be picked up 72 hours from the date they are reported. This is to allow the smell to naturally dissipate. All other dead wild animals will not be the responsibility of the contractor, this includes but is not limited to deer, bear, coyote, small birds, vermin, livestock, equine, and fish. This service shall be conducted once per week at the discretion of Animal Control Solutions, LLC
8. Animal Control Solutions, LLC shall reserve the right to charge residents or businesses requesting services not included in the contract. These services include, but are not limited to nuisance wildlife removal.
9. For Contractual purposes all Wild Birds shall be considered Wildlife and restrictions listed above shall also apply to them.

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Livestock

1. Animal Control Solutions, LLC will respond to incidents regarding stray Livestock when the animal is in view of the complainant and the owner is not known.
2. If unable to locate owner, Animal Control Solutions, LLC may attempt to capture and transport all stray livestock to a holding farm only if the farm is available. This service can be limited due to the size of animals and the availability of a farm capable to housing animal. If a farm is unavailable the Municipality will be directed to call the NJ Dept. of Agriculture and may request temporary holding of the stray livestock at their location.
3. Sick, Injured, or Dead livestock shall be the responsibility of the owner. If the owner is unknown it shall be the responsibility of the Municipality.
4. Cost for the boarding and feed of livestock shall be borne by the owner. After seven (7) days if the livestock goes unclaimed it shall become the property of the farm/person holding the animal.

Pet Census and Licensing

1. Animal Control Solutions, LLC shall conduct a pet census. This census shall be administered while answering calls from residents and police (not door to door). A list of all unlicensed pets shall be given to the contracting municipality via monthly reports. The municipality shall decide to either send out warnings to the offenders or to issue summons immediately. If warnings are sent it will be up to the municipality to contact the contractor once the warning time limit has expired to issue summons (see #2 in this section)
2. Animal Control Solutions, LLC shall at a date and time directed by the contracting municipality sign summons against residents that are noncompliant with pet licensing. Yearly summoning from the unlicensed pet list provided by the municipality will be conducted after October 1st. The municipality shall be required to fill out each summons and notify Animal Control Solutions when completed. Animal Control Solutions will then send an ACO to sign each summons.

Court, Ordinance and Law Violations

1. Animal Control Solutions, LLC shall issue summons at the discretion of the Municipality under local ordinances and State Statutes. (See e.g., Pet Census and Licensing Paragraph 2)
2. Animal Control Solutions, LLC shall appear to all mandated court hearings under the following restrictions:
 1. Animal Control Solutions shall only send one ACO to court on any given day. This allows Animal Control Solutions the ability to continue to provide emergency services.
 2. If the court mandates that more than one ACO is required to attend a hearing at the same time the court must subpoena and notify the required ACO's at least one week prior to the court hearing. This will give Animal Control Solutions time to correct any

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scheduling conflicts.

3. If the court mandates that more than one ACO is required to attend a hearing at the same time the municipality will be charged \$100 per hour fee for each ACO mandated to court over the one ACO limit.
 4. If at any time Animal Control Solutions feels that the court or municipality is causing a hardship by monopolizing its staff or otherwise preventing them from providing its contracted emergency Animal control services they reserve the right to dismiss the case without repercussion.
3. Animal Control Solutions, LLC shall seek restitution in court incidents in which a contractor has responded to court more than 3 times for the same case. A \$100 appearance fee thereafter in accordance with Section 3, paragraph 4 of this Contract shall be requested from the court for restitution. If the court decides not to allow the restitution the fee shall be paid by the municipality. Failure to appear by the defendant, adjournments, status conferences, depositions, and meetings are all examples of situations that may cause the contractor to exceed 3 appearances in court.

Animal Cruelty

Animal Control Solutions, LLC shall forward all animal cruelty complaints to the municipal Humane Law Enforcement Officer. The Humane Law Enforcement Officer will handle the complaint from that time forward. Responding to animal cruelty incidents will be the responsibility of the Municipal Humane Law Enforcement Officer, the County Prosecutors Office, and the designated County SPCA under state statute. Under NJ Statute the designated County SPCA is responsible for the care of all animals seized under the animal cruelty statutes. If the designated County SPCA is unavailable, Animal Control Solutions may help in transporting the dogs and cats that are seized if they choose to use a holding facility or Vet used by Animal Control Solutions (see Appendix B for costs). Any animals held in a holding facility or Vet used by Animal Control Solutions shall remain until directed by the Humane Law Enforcement Officer. If the animal(s) in questions are surrendered or custody is transferred to the Municipality it shall be the responsibility of the Municipality to facilitate the placement of the animal. The Municipality shall be billed for the cost of the care of the animal in accordance with Appendix B of this contract until the animal is removed from the holding facility or Vet. Animal Control Solutions, LLC is not obligated to provide care for animals that have been seized or held under the animal cruelty statutes unless the animals are in the care of a holding facility through Animal Control Solutions. This includes providing food and water to animals that reside on any property other than a holding facility contracted by Animal Control Solutions.

Typical Animal Cruelty Incidents include but are not limited to:

1. Animal hoarding: Animal hoarding is defined as any abundance of animals that exceeds normal ownership and is averse to the health of the occupant of the home, to the animal, or to the residents of the municipality. NJSA 4:22-17.8
2. Animal Abandonment: Animal abandonment is defined as any owned animal left behind or permitting an animal to be abandoned in circumstances that can cause harm to the animal if not attended. A common example is an animal left behind during a property eviction. NJSA

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4:22-20

3. Failure to provide shelter / Tethering Law: Tethering an animal for an extended period of time or failure to provide an animal with proper shelter if outside during adverse conditions. NJSA 4:22-17.2, NJSA 4:22-17.5
4. Leaving an animal in a motor vehicle or transporting an animal in an unsafe manner. NJSA 4:22-18

Owned Animal Incidents

Notwithstanding the New Jersey Dangerous Dog Act, it is expressly agreed, Animal Control does not have the statutory authority to seize or impound owned animals from their owner's property or property that they reside at without the owner's permission. This includes but is not limited to situations where the owner is evicted, arrested, or hospitalized. If the owner is unable to take care of their animal, they need to make arrangements with another party for the care of their animals. Upon request Animal Control will provide a list of rescue organizations that may temporarily house the animal. If no rescue is available the owner will be forwarded to a boarding facility. If the owner refuse or is otherwise unable to find suitable housing the Contractor will notify the Municipal Humane Law Enforcement Officer for direction. Animal Control Solutions is not responsible for responding to owned animal housing incidents except to help the law enforcement officers in transporting the dogs and cats they seize if they choose to use a holding facility through Animal Control Solutions.

In the event of the owner's arrest or hospitalization where they are occupying a motor vehicle with their pet Animal Control Solutions shall transport the pet to a designated holding facility. As applicable by law upon taking the animal the municipality shall send a certified letter to the owner advising them that they have at least 7 days to claim or have someone claim the animal(s) from the designated holding facility. If the time limit has elapsed the incident shall be considered animal abandonment under the animal cruelty statutes. Therefore, the case will be transferred to the Municipal Humane Law Enforcement officer for direction.

In the event of the owner's arrest or hospitalization at their residential property the animal should remain on the property if another party resides at the same residents. If no other person resides at the property the animal may remain alone at the owner's property for a period not to exceed 24 hours unless the property is deemed by the Humane Law Enforcement Officer to have hazardous living conditions. This guards against unreasonable seizures in the event the owner is released within a safe time period. If the time frame exceeds 24 hours the Municipal Humane Law Enforcement Officer or County Prosecutors Office should seize the dog or cat under the animal cruelty laws for their well-being.

2. In the event of an eviction a signed copy of a fully executed eviction warrant (Warrant of Removal) should be provided to the Municipal Humane Law Enforcement Officer by the person requesting said eviction prior to the removal of the animal. The Municipal Humane Law Enforcement Officer or County Prosecutors office should contact the owner of the animal(s) and arrange a time for them to take custody of the animal. If the

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owner is unwilling or unable to claim their animal it would be considered animal abandonment under the animal cruelty statutes and the animal(s) should be removed and taken to the designated county SPCA. If the municipality or County Prosecutors office requests the removal of animal(s) and transport to a holding facility through Animal Control Solutions they must provide a copy of the executed warrant of removal to Animal Control Solutions prior to any employee of Animal Control Solutions entering the premises and removing the animal.

3. In the event of the owners death any relatives, partners, executors, or roommates should be responsible for the care of the animal. Animals are considered property and are part of the estate. If there is no one able to care for the animal then the Municipal Humane Law Enforcement Officer or County Prosecutors office should seize the animal(s) for their well-being until a responsible party is located.
4. Under NJS 4:22-48.2 any fees incurred due to seizing animals under the animal cruelty statutes by the Humane Law Enforcement Officer or County Prosecutor's Office can be recovered through the court. It is highly recommended that the municipality pursue ordinances that allow liens to be placed on monetary property of violators. It is also recommended that the municipality designate all fines received under the animal cruelty statutes to enter into the municipal animal welfare fund.

Pet Surrender

Animal Control Solutions, LLC offers animal rescue referrals and courtesy postings on our Pet-finder, Facebook pages, and other media outlets to assist with the re-homing of adoptable animals. In emergent situations we will accept pet surrenders that are deemed suitable for adoption by ACS from residents of ACS contracted municipalities, however accepting animals for this service will depend on animal's temperament, age, health, and availability of space. Surrender fee applies and is determined on the medical care the animal will need. Animal Control Solutions, LLC will not accept any owned animal for euthanasia only. Owners seeking euthanasia only shall be directed to contact a veterinarian. A list of veterinarians willing to perform euthanasia will be given upon request.

Record Keeping

1. Animal Control Solutions, LLC shall keep and maintain accurate records of all actions performed within the borders of the contracting municipality and forward these records to the contracting municipality as indicated below. Once these reports are forwarded to the Municipality Animal Control Solutions, LLC shall not be required to keep or forward additional copies. It is up to each Municipality to keep records in accordance with State and Federal Law.
 1. Animal Control Solutions, LLC shall provide a monthly report of these records no later than the 10th day of following month to the contracting municipality. These reports shall be kept by the Municipality to fulfill any OPRA or Discovery requests.
 2. Animal Control Solutions, LLC shall provide an annual report of these records no later than the 10th day of the January of the following year. These reports shall be

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kept by the Municipality to fulfill any OPRA or Discovery requests.

2. Under NJ Dept. of Health regulations all holding facilities should provide animal intake and outcome numbers. This is commonly known as the New Jersey Shelter and Pound Survey. As strictly an animal control agency, the NJ Dept. of Health will not allow Animal Control Solutions, LLC to participate in this survey. Our monthly reports contain all information that would be found on the survey. Non-veterinary holding facilities used by Animal Control Solutions, LLC may participate in the survey but the animals are listed under the specific facility along with other animal control agencies and animal rescues in which they care for animals.

Emergency Disaster Response

During a "State of Emergency" under the direction of the municipality and Emergency Management Coordinator Animal Control Solutions, LLC shall attempt rescue and transport all displaced and injured animals to a holding facility designated by the municipality. Animal Control Solutions, LLC shall be classified by the County OEM coordinator as a first responder prior to responding to an incident during a "State of Emergency". Due to the emergent disposition of these events, Animal Control Solutions, LLC reserves the right to prioritize requests for assistance. During major incidents the municipality shall first request support from the County Animal Emergency Response Team. If under an emergency fuel ration the municipality shall permit Animal Control Solutions, LLC to refuel at their municipal fuel depot if they require Animal Control Solutions to respond to incidents during that time. Any damage to equipment or loss while responding to a incident under a "State of Emergency Shelter in Place" order shall be the responsibility of the Municipality requesting the response.

Other

Due to the scope of work, legality, and unpredictability of handling domestic and wild animals there maybe requests that Animal Control Solutions, LLC may not be able to perform such as rescuing an animal where the act of rescuing it puts human life in danger. Examples of this are but are not limited to rescuing animals from trees, roofs of structures, in swift moving or deep water, areas which require climbing or rappelling, or areas which are inaccessible without causing damage or harm to person or property. For these types of incidents Animal Control Solutions, LLC will direct the Municipality to contact the County Animal Emergency Response Team who has the equipment to rescue the animal safely. Animal Control Solutions, LLC shall make a reasonable attempt to handle all contractual obligations within reasonable means.

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Appendix B

Kenneling and Veterinary Fees for Stray Animals, Seized Animals, and Wildlife

The following is the schedule of fees that will apply for the impounding of stray and seized dogs and cats through Animal Control Solutions, LLC if the animal does not require emergency medical care.

In stray animal cases if the animal is unclaimed by its owner the municipality will be charged for intake shots (unless the animal has valid tags on) boarding (rate will not exceed 7 days unless state law dictates otherwise), and a disposition fee (for adoption requirements or euthanasia).

In seized animal cases the animal will be held for a time period mandated by the court or Humane Law Enforcement and is adopted, transferred to rescue, or returned to owner.

If owner claims the animal, they will be responsible for all costs incurred due to their animal's impoundment / seizure. If the owner refuses the municipality will be billed for all costs but Animal Control or the Humane Law Enforcement Officer can seek restitution through court at the municipality's direction.

Any additional cost shall be at the sole discretion of the municipality and will be billed on a case-by-case basis. The Municipality may choose to contract with another holding facility, vet, or shelter to house their animals. Animal Control Solutions, LLC will transport any stray impounded animal to the municipal designated holding facility free of charge however policy and billing will be between the municipality and said facility.

Non-Emergency

Dogs and Puppies:

Intake Shots (given unless dog has valid tags on) shot	\$25.00 each
4 Day Board	\$50.00
7 Day Board	\$350.00
Disposition Fee (Spay/Neuter, Adoption Prep, or euthanasia and disposal)	\$250.00
Prep Rabies Specimen	\$80.00
Dogs Held Under the Dangerous Dog Act or Quarantine	\$65.00 per day
Dead Dog Disposal	\$65.00
Basic Exam	\$100.00

**SERVICES CONTRACT BETWEEN ANIMAL CONTROL SOLUTIONS LLC,
AND THE BOROUGH OF WATCHUNG.**

Cats and Kittens:

Intake Shots (given unless cat has valid tags on) shot	\$25.00 each
1 Day Board	\$40.00
7 Day Board	\$280.00
Disposition Fee (Spay/Neuter, Adoption Prep or euthanasia)	\$200.00
Prep Rabies Specimen	\$80.00
Dead Cat Disposal	\$60.00
Basic Exam	\$100.00

Live Stock:

1 Day Board Small (under 50 pounds)	\$50.00
1 Day Board Medium (50 to 100 pounds)	\$65.00
1 Day Board Large (above 100 pounds)	\$75.00

Exotic:

Pet birds, Hamsters, Ferrets, Reptiles, and other exotic animals	
Only impounded under the direction of the municipality, 1 Day Board	\$55.00

Wildlife:

Euthanasia (If police refuse or are unable to)	\$100.00
Disposal (If no municipal dumpster is available)	\$60.00
Prep Rabies Specimen	\$80.00

Emergency Vet

An Emergency vet will only be used when all other veterinarians used by Animal Control Solutions and the municipality are closed. Emergency Veterinarian care shall be determined on a case-by-case basis. Animal Control Solutions, LLC shall advise the Veterinarian to only provide minimal care applicable with state law while the animal is in their care. Any other care must be approved by the municipality. Only when a licensed Veterinarian has deemed the animal to be beyond reasonable care shall the animal be euthanized prior to the state required 7 day hold or as applicable by law.

**SERVICES CONTRACT BETWEEN ANIMAL CONTROL SOLUTIONS LLC,
AND THE BOROUGH OF WATCHUNG.**

All Domestic Animals:

Required Exam	\$200.00
Euthanasia	\$200.00
Required Pain Meds and Fluids	\$TBD
Other (Municipal approval required)	\$TBD

Wildlife:

Euthanasia and Disposal (If police refuse or are unable to)	\$200.00
---	----------

DRAFT

**SERVICES CONTRACT BETWEEN ANIMAL CONTROL SOLUTIONS LLC,
AND THE BOROUGH OF WATCHUNG.**

Appendix C

Fix The Cats (FTC) a Low-Cost Feral Cat Mitigation Solution

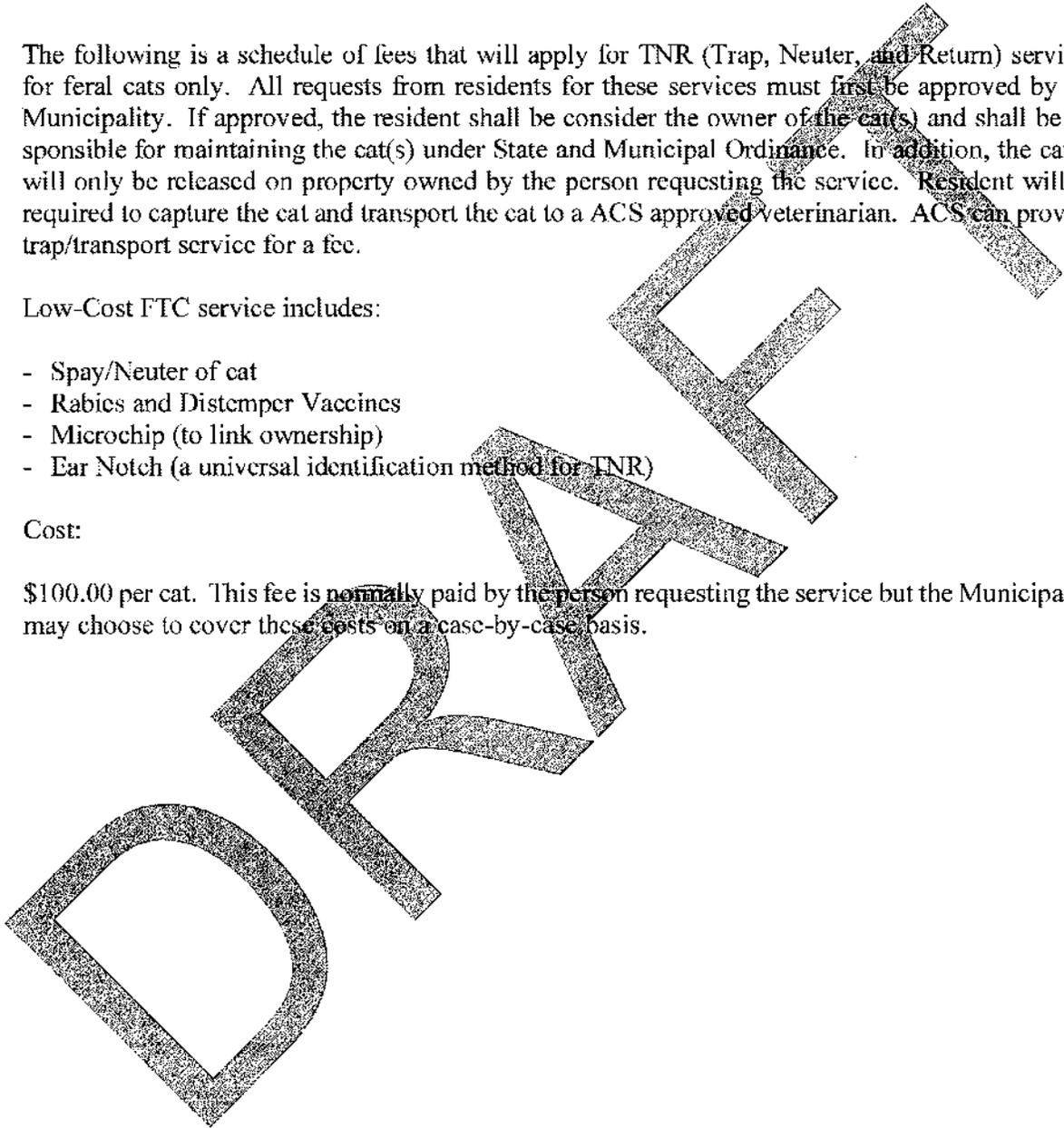
The following is a schedule of fees that will apply for TNR (Trap, Neuter, and Return) services for feral cats only. All requests from residents for these services must first be approved by the Municipality. If approved, the resident shall be consider the owner of the cat(s) and shall be responsible for maintaining the cat(s) under State and Municipal Ordinance. In addition, the cat(s) will only be released on property owned by the person requesting the service. Resident will be required to capture the cat and transport the cat to a ACS approved veterinarian. ACS can provide trap/transport service for a fee.

Low-Cost FTC service includes:

- Spay/Neuter of cat
- Rabies and Distemper Vaccines
- Microchip (to link ownership)
- Ear Notch (a universal identification method for TNR)

Cost:

\$100.00 per cat. This fee is normally paid by the person requesting the service but the Municipality may choose to cover these costs on a case-by-case basis.



**BOROUGH OF WATCHUNG
RESOLUTION: R11**

BE IT HEREBY RESOLVED, by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the base salary of the Tax Collector, **William Hance**, be hereby adjusted to **\$21,000.00**.

BE IT FURTHER RESOLVED, that this resolution is hereby effective January 1, 2023.

Ronald Jubin, Council President

Keith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: PERSONNEL FINANCE-MISC.,
C: FINANCE, E. HORSFALL

**BOROUGH OF WATCHUNG
RESOLUTION: R12**

WHEREAS, Resolution R2, adopted on May 19, 2022, authorized 3-year towing license agreements for several entities and established Watchung's Towing List, which included Majestic Towing located at 165 West Street, South Plainfield, NJ 07080; and

WHEREAS, the Department of Police has received several complaints relating to Majestic Towing's failure to comply with the terms of the Towing Service Agreement, and Chapter 8 of the Borough Code, including the failure of Majestic to timely respond to calls for service, being discourteous and unprofessional when dealing with the public, and failure to timely release vehicles from storage; and

WHEREAS, the Department of Police has experienced similar issues with Majestic Towing when responding to calls from the Police; and

WHEREAS, pursuant to Section 20 of the Towing Service Agreement, the Chief of Police recommended to the Mayor and Borough Council to terminate the Agreement with Majestic Towing, and remove the wrecker from the Borough's approved Towing List; and

WHEREAS, based on the complaints received and issues experienced by the Police Department, the Borough finds that Majestic Towing has triggered events of default set forth in Section 20 of the Agreement, and that it is in the best interest of the Borough to terminate the Agreement with Majestic Towing pursuant to the Chief's recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the Towing Service Agreement with Majestic Towing is hereby terminated based on Majestic Towing's default pursuant to Sections 20(d) and (g) of the Agreement; and violation of Sections 8-10(c) and (d) of the Borough Code.

BE IT FURTHER RESOLVED that Majestic Towing be removed from the Borough's approved Towing List, and that Resolution R2, adopted on May 19, 2022, is hereby amended to remove Majestic Towing, 165 West Street, South Plainfield, NJ 07080 from the approved towing list.

**BOROUGH OF WATCHUNG
RESOLUTION: R12**

BE IT FURTHER RESOLVED that the Borough Clerk shall provide a copy of this Resolution to the Chief of Police and Majestic Towing.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

Ronald Jubin, Council President

Keith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: POLICE, PERMITS - SPECIAL
C: B. HANCE, R. ANGELO, S. ANDERLI

DRAFT

**BOROUGH OF WATCHUNG
RESOLUTION: R13**

WHEREAS, Levin Properties, J.P. ("Levin"), is the owner of the property identified as Block 64.04, Lots 2.03 and 2.04, as shown on the Official Tax Map of the Borough of Watchung, County of Somerset, State of New Jersey, with an address of 1701 U.S. Highway 22, also known as the Blue Star Shopping Center (the "Property"); and

WHEREAS, there exists a private sanitary sewer line traversing the Property, under U.S. Route 22, and proceeding parallel along U.S. Route 22 until it reaches its terminus point at Terrill Road; and

WHEREAS, this private sanitary sewer line services the tenants located on the Property, along with off-site properties; and

WHEREAS, in 1959 the Borough and Levin entered into an Agreement with regard to the installation of this private sanitary sewer line, which Agreement authorized the construction and connection of the sewer line into the existing main sewer line located at Terrill Road (the "1959 Agreement"); and

WHEREAS, the construction of the private sewer line was authorized by Ordinance authorizing the construction of the collector sewer system on the Property, adopted by the Borough on July 23, 1959; and

WHEREAS, the sanitary sewer system was to flow into and be treated by the Joint Meeting of the City of Plainfield sewer treatment facility, which is currently known and operated as the Plainfield Area Regional Sewerage Authority ("PARSA"); and

WHEREAS, in 2013 the Borough and Levin entered into a subsequent Agreement concerning the private sanitary sewer line on the Property, which Agreement allowed the Borough to connect additional residential properties along Johnston Drive into the private sewer line on the Property, and providing for the Borough to take over the sewer billings for certain off-site properties being serviced by the private sewer line (the "2013 Agreement"); and

WHEREAS, the 2013 Agreement further set forth the terms of Levin's grant of a twenty five (25) foot sanitary sewer easement to the Borough, for the construction, operation, maintenance, inspection, repair, reconstruction, alteration and replacement of an eight (8") inch gravity sanitary sewer line on the Property, including the limitation of same to serve a maximum of forty (40) single family homes in the area of Johnston Drive, explicitly excluding any development relating to the Weldon Quarry; and

WHEREAS, Levin granted a Sanitary Sewer Easement to the Borough, dated June 10, 2014, and recorded with the Somerset County Clerk's office on June 18, 2014, in Book 6723, Pages 455-468, Instrument No.: 2014021605 (the "Sanitary Sewer Easement"); and

WHEREAS, the terms of the 2013 Agreement and Sanitary Sewer Easement provided for the Borough to assume responsibility for the sanitary sewer main line traversing the Property, and to integrate such line into the Borough's sanitary sewer system; and

**BOROUGH OF WATCHUNG
RESOLUTION: R13**

WHEREAS, in connection with the Borough's compliance with its third round affordable housing obligation, as included in the matter captioned In the Matter of the Borough of Watchung (Mt. Laurel), Docket No. SOM-L-902-15, Bonnie Burn Redevelopers Urban Renewal, LLC ("Redeveloper") is the contract purchaser and designated redeveloper of the property identified as Block 7403, Lots 5 & 10, and Block 7402, Lots 19.01 and 19.02, known as 291 Bonnie Burn Road (the "Redevelopment Property"), for the inclusionary development consisting of 230 rental units, of which 184 will be market-rate units and 46 will be affordable housing units (the "Project"); and

WHEREAS, the Redevelopment Property is included in the identified properties proposed for connection to the private sewer line in the Sanitary Sewer Easement; however, the number of connections for the Project exceed the maximum permitted therein; and

WHEREAS, the Project seeks to utilize Levin's private sewer line to be serviced by PARSA by way of its meter chamber at the intersection of Terrill Road and U.S. Highway Route 22 ("Terrill Road Meter Chamber"); and

WHEREAS, the Redeveloper has confirmed that PARSA has available sanitary sewer capacity and sewer connections for the Project, but requires an amendment to the Sanitary Sewer Easement to allow the additional flow through Levin's private sewer line on the Property; and

WHEREAS, Levin is willing to accept the additional sanitary sewer flow through the private sewer line on the Property for the Project, including entering into an amendment to the Sanitary Sewer Easement subject to the Borough assuming ownership and maintenance of the sanitary sewer lines, as well as assuming responsibility for the sewer billing for all off-site properties utilizing these sewer lines; and

WHEREAS, the Borough and Levin negotiated an agreement to allow for Redeveloper use of the sanitary sewer lines on the Levin Property to allow for the proposed connection for the Project, along with the Borough's taking ownership of same, which agreement is attached hereto; and

WHEREAS, simultaneously upon entering into the Agreement with Levin, the Borough shall enter into a separate agreement with Redeveloper that will provide for the Redeveloper's contributions towards the required cleaning and maintenance of the sanitary sewer lines located on the Levin Property; and

WHEREAS, the Borough Council finds it in the best interest of the Borough to authorize the Borough to enter into and execute the Sanitary Sewer Agreement with Levin memorializing the agreed upon terms and conditions for the Borough's acquisition of the sanitary sewer lines on the Levin Property to allow for sewer service for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the Borough hereby authorizes the Borough to enter into and execute the Sanitary Sewer Agreement with Levin, in the substantial form attached hereto, memorializing the agreed upon terms and conditions for the Borough's

**BOROUGH OF WATCHUNG
RESOLUTION: R13**

acquisition of the sanitary sewer lines on the Levin Property to allow for sewer service for the Project.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to sign the Sanitary Sewer Agreement with Levin, in the substantial form attached hereto, on behalf of the Borough.

BE IT FURTHER RESOLVED that the appropriate Borough officials and professionals are authorized to take all required actions to effectuate the authorizations in this Resolution and comply with the terms of the Sanitary Sewer Agreement.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

Christine B. Fad, Council Member

Keith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: SEWER,
C: ENG,

DRAFT

SANITARY SEWER AGREEMENT

THIS SANITARY SEWER AGREEMENT ("Agreement") is made this ___ day of _____, 2022, by **LEVIN PROPERTIES, L.P.**, a limited partnership of the State of New Jersey, with a principal place of business located at 975 Route 22 West, North Plainfield, New Jersey 07060, and a mailing address of P.O. Box 326, Plainfield, New Jersey 07061 ("Levin"); and **THE BOROUGH OF WATCHUNG**, a municipal corporation of the State of New Jersey, having its principal office at 15 Mountain Boulevard, Watchung, New Jersey 07069 ("Borough" or "Watchung"). Levin and the Borough are sometimes hereinafter referred to individually as a "Party," and collectively as the "Parties".

WHEREAS, Levin is the owner of the property identified as Block 64.04, Lots 2.03 and 2.04, as shown on the Official Tax Map of the Borough of Watchung, County of Somerset, State of New Jersey, with an address of 1701 U.S. Highway 22, also known as the Blue Star Shopping Center (the "Property"); and

WHEREAS, there exists a private sanitary sewer line traversing the Property, under U.S. Route 22, and proceeding parallel along U.S. Route 22 until it reaches its terminus point at Terrill Road; and

WHEREAS, this private sanitary sewer line services the tenants located on the Property, along with off-site properties; and

WHEREAS, in 1959 the Borough and Levin entered into an Agreement with regard to the installation of this private sanitary sewer line, which Agreement authorized the construction and connection of the sewer line into the existing main sewer line located at Terrill Road (the "1959 Agreement"); and

WHEREAS, the construction of the private sewer line was authorized by Ordinance authorizing the construction of the collector sewer system on the Property, adopted by the Borough on July 23, 1959; and

WHEREAS, the sanitary sewer system was to flow into and be treated by the Joint Meeting of the City of Plainfield sewer treatment facility, which is currently known and operated as the Plainfield Area Regional Sewerage Authority ("PARSA"); and

WHEREAS, in 2013 the Borough and Levin entered into a subsequent Agreement concerning the private sanitary sewer line on the Property, which Agreement allowed the Borough to connect additional residential properties along Johnston Drive into the private sewer line on the Property, and providing for the Borough to take over the sewer billings for certain off-site properties being serviced by the private sewer line (the "2013 Agreement"); and

WHEREAS, the 2013 Agreement further set forth the terms of Levin's grant of a twenty five (25') foot sanitary sewer easement to the Borough, for the construction, operation, maintenance, inspection, repair, reconstruction, alteration and replacement of an eight (8") inch gravity sanitary sewer line on the Property, including the limitation of same to serve a maximum of forty (40) single family homes in the area of Johnston Drive, explicitly excluding any development relating to the Weldon Quarry; and

WHEREAS, Levin granted a Sanitary Sewer Easement to the Borough, dated June 10, 2014, and recorded with the Somerset County Clerk's office on June 18, 2014, in Book 6723, Pages 455-468, Instrument No.: 2014021605, (the "Sanitary Sewer Easement"); and

WHEREAS, the terms of the 2013 Agreement and Sanitary Sewer Easement provided for the Borough to assume responsibility for the sanitary sewer main line traversing the Property, and to integrate such line into the Borough's sanitary sewer system; and

WHEREAS, in connection with the Borough's compliance with its third round affordable housing obligation, as included in the matter captioned In the Matter of the Borough of Watchung (Mt. Laurel), Document No. SOM-L-902-15, Bonnie Burn Redevelopers Urban Renewal, LLC ("Redeveloper") is the contract purchaser and designated redeveloper of the property identified as Block 7403, Lots 5 & 10 and Block 7402, Lots 19.01 and 19.02, known as 291 Bonnie Burn Road (the "Redevelopment Property"), for the inclusionary development consisting of 230 rental units, of which 184 will be market-rate units and 46 will be affordable housing units (the "Project"); and

WHEREAS, the Redevelopment Property is included in the identified properties proposed for connection to the private sewer line in the Sanitary Sewer Easement; however, the number of connections for the Project exceed the maximum permitted therein; and

WHEREAS, the Project seeks to utilize Levin's private sewer line to be serviced by PARSA by way of its meter chamber at the intersection of Terrill Road and U.S. Highway Route 22 ("Terrill Road Meter Chamber"); and

WHEREAS, the Redeveloper has confirmed that PARSA has available sanitary sewer capacity and sewer connections for the Project, but requires an amendment to the Sanitary Sewer Easement to allow the additional flow through Levin's private sewer line on the Property; and

WHEREAS, Levin is willing to accept the additional sanitary sewer flow through the private sewer line on the Property for the Project, including entering into an amendment to the Sanitary Sewer Easement, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Borough and Levin, the Parties hereby agree as follows:

1. Recitals. The recitals set forth hereinabove constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein.

2. Sanitary Sewer Line Traversing the Levin Property. The Parties hereby acknowledge and confirm that the existing sanitary sewer line located on the Property, beginning at the Property line along U.S. Route 22 and terminating at the sewer line in Terrill Road, as identified in the attached **Exhibit A**, which is made a part hereof, shall be hereinafter owned by the Borough. Levin hereby transfers any ownership interest in the sanitary sewer lines to the Borough. The Borough's responsibility with regard to the ownership and maintenance of the sanitary sewer line is limited to the main sanitary sewer line and does not include any responsibility for the laterals or individual connections from the existing or future tenants, occupants or other structures on the Property which responsibility solely remains with Levin, its successors and/or assigns.

The Borough's taking ownership of the sanitary sewer line is contingent upon the satisfactory repairs to certain portions of the line as identified in a separate agreement between the Borough and the Redeveloper. Levin hereby agrees to allow representatives and contractors of the Borough and/or the Redeveloper to enter upon the Property to perform and complete such repairs, which shall not be unreasonably disruptive to Levin or its tenants or damage the Levin Property.

3. Amendment to the Sanitary Sewer Easement to the Borough. Levin shall grant unto the Borough an Amendment to the Sanitary Sewer Easement, in the substantial form attached hereto as **Exhibit B**, and made a part hereof. The Amendment to the Sanitary Sewer

Easement shall continue the grant of (a) the twenty-five (25') foot wide, non-exclusive sanitary sewer easement for the construction, operation, maintenance, inspection, repair, reconstruction, alteration and replacement of the existing eight (8") inch gravity sanitary sewer line (which may sewer line may be increased in size as determined by the Borough), along with the necessary appurtenances, through, over, upon, in across and under the Property; (b) the ten (10') foot wide temporary construction easement adjacent to the aforementioned sanitary sewer easement for temporary periods only during the construction, maintenance, repair, reconstruction and replacement of the sanitary sewer line and appurtenances thereto; and (c) the right to cross over Levin's Property in order to gain access to the aforementioned easements and sanitary sewer line following reasonable notice to Levin. The Parties acknowledge that changing circumstances and ground conditions may require relocation of the easement prior to or during any work performed to the sanitary sewer line. The Amendment shall allow for an increase in the maximum number of residential units to be serviced by the sanitary sewer line from the forty (40) single family homes to include the Project.

4. Off-Site Sanitary Sewer Line and Customers. Effective January 1, 2023, having taking ownership of the sewer line on the Property, the Borough will become responsible for the billing the properties for sanitary sewer fees being serviced by this sanitary sewer line, which properties are identified in Exhibit C, attached hereto and made a part hereof.

5. Sanitary Sewer Rates to Levin. The sanitary sewer rates charged by the Borough to Levin shall be as follows:

The Borough will bill for sanitary sewer fees in accordance with the Borough Sewer Ordinance the properties identified in Exhibit A. Commencing with the PARSA bill to Watchung for the 2013 Watchung flows, the method for computing the Levin annual sewer bill, and the resultant charge, shall be substantially in accordance with the analysis entitled METHOD FOR COMPUTING BLUE STAR ANNUAL SEWER BILL consisting of four (4) pages annexed hereto as Exhibit B. The bill for 2013 flows shall be adjusted as necessary to reflect the Borough's billing of the properties identified on Exhibit A as of July 1, 2013.

6. Remaining Sewer Capacity. The Parties acknowledge and agree that at the time of the execution of this Agreement there exists additional capacity of the sanitary sewer lines on the Property, after deducting the existing sewer flow, along with the addition of the sewer flow from the Project. The Parties further acknowledge and agree that the remaining capacity of the

sanitary sewer lines on the Property shall be apportioned between the Parties pursuant to the following percentages: thirty five (35%) percent to the Borough; and sixty five (65%) percent to Levin, the calculations for same is set forth in the attached **Exhibit D**. The Parties specifically acknowledge that "capacity" referred to in this Section 6 refers to the capacity of the sanitary sewer line on the Property as calculated pursuant to applicable New Jersey Department of Environmental Protection Regulations; and not the sanitary sewer capacity of the treating facility (PARSA) or otherwise assigned to the Property.

7. Operational Contracts and Related Documents. Within ten (10) days of the execution of this Agreement, Levin will provide the Borough with copies of all existing contracts and related documents pertaining to the operation and maintenance of the sewer line, including, without limitation, contracts or related documents with suppliers, vendors, employees, or other service organizations.

8. Benefit. All the terms, covenants and conditions herein contained shall be for, and shall inure to the benefit of, and shall bind, the respective parties hereto and their legal representatives, successors and permitted assigns, respectively.

9. Parties. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, County of Somerset.

11. Assignment. This Agreement may not be assigned by either Party without the other Party's consent which consent may not be unreasonably withheld.

12. Mutual Cooperation. The Parties agree to use their reasonable best efforts to take all actions necessary to consummate the promises, covenants and agreements contemplated in this Agreement.

13. Amendments to Agreement. This Agreement contains the entire understanding of the Parties. This Agreement may only be amended or modified in writing, signed on behalf of both Parties.

14. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.

15. Severability. If any provision, agreement or covenant set forth in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall, to the fullest extent permitted by applicable law, rule or regulation, not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.

16. Authority to Enter into Agreement. The Parties hereby represent to the other that each has taken the necessary action to approve this Agreement and authorized its signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

ATTEST:

BOROUGH OF WATCHUNG

Edith Gil, Clerk

By: _____
Keith Balla, Mayor

ATTEST:

LEVIN PROPERTIES, L.P.

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

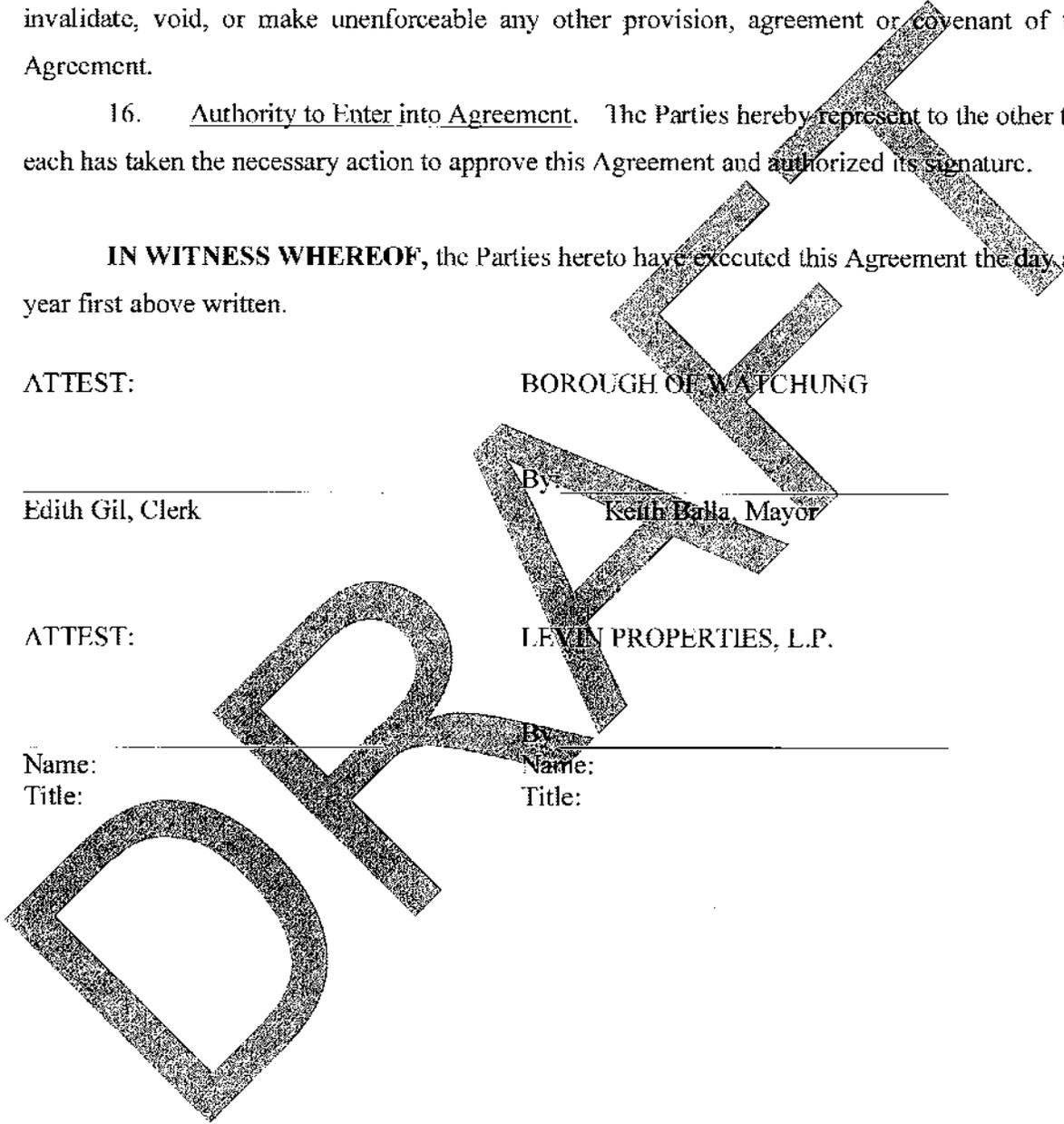


EXHIBIT A



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

~~XXXXXXXXXX~~

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

**DESCRIPTION OF PROPERTY
BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**SANITARY SEWER EASEMENT
PART OF LOTS 2.03 & 2.04
BLOCK 64.04
PROJECT NO. WAT-191
AUGUST 1, 2012
REVISED: APRIL 3, 2014**

All that certain lot, tract or parcel of land situate, lying and being in the Borough of Watchung, in the County of Somerset and the State of New Jersey, and being all of a 25.00 foot wide Sanitary Sewer Easement dedicated to the Borough of Watchung, the same being a part of Lots 2.03 and 2.04, Block 64.04, as shown on a map entitled "Borough of Watchung, Sanitary Sewer Easement, for Lots 2.03 & 2.04, in Block 64.04, Borough of Watchung, Somerset County, New Jersey", dated July 31, 2012 and revised through to April 3, 2014, the same also being a part of → Lot 14, Block 64.03, as shown on Sheet Number 17 of the Official Tax Map of the Borough of Watchung, and being more particularly bounded and described as follows, to wit:

BEGINNING at a point in the southeasterly line of Lot 14, Block 64.03, being the point of intersection of the northeasterly line of Lot 13.02, Block 64.03, said lots as shown on the aforesaid Official Tax Map of the Borough of Watchung, and running, thence –

1. N 36°40'20" E, 27.78 feet along the aforesaid southeasterly line of Lot 14, Block 64.03, to a point in the same, thence –
2. S 27°27'40" E, 12.08 feet running through the aforesaid Lot 2.04, Block 64.04, to an angle point in the same, thence –
3. S 27°38'55" E, 45.41 feet still running through the aforesaid Lot 2.04, Block 64.04, to an angle point in the same, thence –
4. S 26°06'56" W, 310.72 feet still running through the same, and beyond, running through the aforesaid Lot 2.03, Block 64.04, to an angle point in the same, thence –
5. S 14°25'01" W, 162.35 feet still running through the aforesaid Lot 2.03, Block 64.04, to an angle point in the same, said point also being in the northeasterly line of an existing 20.00 foot wide Sanitary Sewer Easement as shown on a map entitled, "Sanitary Sewer As-built Plan prepared for Lots 13.01 & 13.03, Block 64.03, running through Lots 2.01, & 2.03, Block 64.04, Borough of Watchung, Somerset County, New Jersey" dated March 18, 1998 and revised through to March 24, 1998, prepared by Control Point Associates, Inc., Gregory S. Gallas, P.L.S., thence –

Customer Loyalty through Client Satisfaction



DESCRIPTION OF PROPERTY
BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY

SANITARY SEWER EASEMENT
PART OF LOTS 2.03 & 2.04
BLOCK 64.04
PROJECT NO. WAT-191
AUGUST 1, 2012
REVISED: APRIL 3, 2014
PAGE 2

6. N 38°35'30" W, 7.85 feet still running through the same and along the aforesaid northeasterly line of an existing 20.00 foot wide Sanitary Sewer Easement, to an angle point in the same, thence -
7. N 31°12'46" W, 21.81 feet still running through the same and along the same, to an angle point in the same, thence -
8. N 24°25'01" E, 146.85 feet still running through the same, to an angle point in the same, thence -
9. N 26°06'56" E, 298.42 feet still running through the same, to a point in the aforesaid northeasterly line of Lot 13.02, Block 64.03, thence -
10. N 27°38'55" W, 32.78 feet along the aforesaid northeasterly line of Lot 13.02, Block 64.03, to the Point and Place of BEGINNING.

CONTAINING: 12,618.6 square feet of land more or less/or 0.290 acres of land more or less.

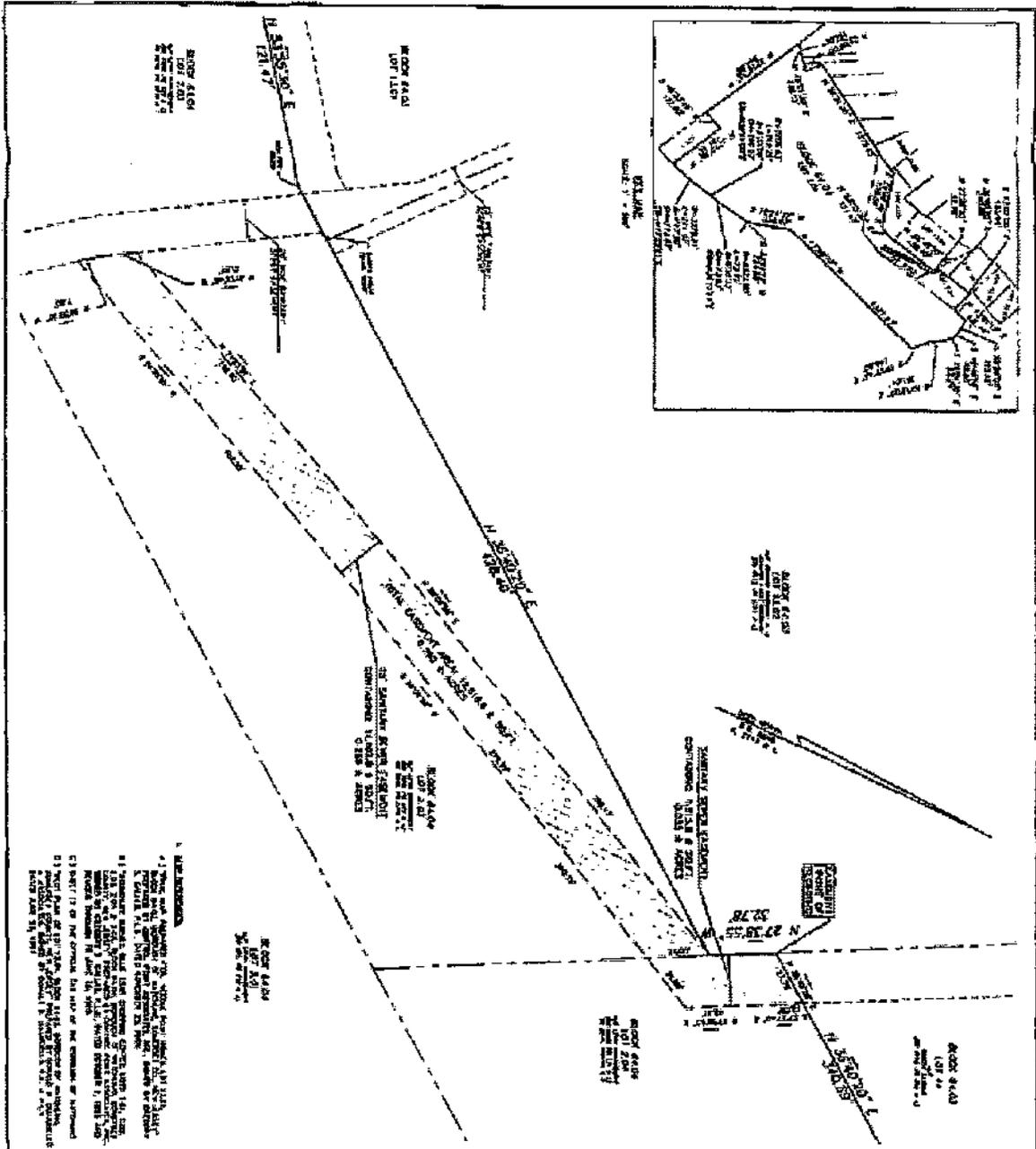
The bearings cited hereon as contained in Deed Book 2168 Page 752 & c and are based on a map entitled, "Boundary Survey, Blue Star Shopping Center, Lots 2.01, 2.02, 2.03, 2.04 & 2.05, Block 64.04, Borough of Watchung, Somerset County, New Jersey" dated October 9, 1995 and revised through to June 26, 1999, prepared by Control Point Associates, Inc., Gregory S. Gallas, P.L.S.

The foregoing description was prepared by the undersigned surveyor for the firm of Maser Consulting P.A. and is based upon the aforesaid Sanitary Sewer Easement Plan dated July 31, 2012 and revised through to April 3, 2014.

4/9/14
DATE

THOMAS J. HERITS, P.E. & P.L.S.
New Jersey Professional Engineer & Land Surveyor License No. 23762

\\gfs\l\generat\projects\wat-191\description\2014\use for 2.03-2.04 block 64.04 r1.docx



1. **NOTES:**
1. This plan is prepared for the purpose of showing the location of the easement for the sanitary sewer easement. It is not intended to show the location of the easement for any other purpose.
 2. The easement is shown as a dashed line. The easement is shown as a solid line where it is shown as a solid line.
 3. The easement is shown as a dashed line where it is shown as a dashed line.
 4. The easement is shown as a solid line where it is shown as a solid line.
 5. The easement is shown as a dashed line where it is shown as a dashed line.
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 7. The easement is shown as a dashed line where it is shown as a dashed line.
 8. The easement is shown as a solid line where it is shown as a solid line.
 9. The easement is shown as a dashed line where it is shown as a dashed line.
 10. The easement is shown as a solid line where it is shown as a solid line.

<p>BOUNDARY OF WATCHING SANITARY SEWER EASEMENT FOR LOTS 201 & 204, BLOCK 6404</p>		<p>DATE: 11/11/11 SCALE: 1" = 20'</p>									
<p>PROJECT: SANITARY SEWER EASEMENT CLIENT: [Name] ADDRESS: [Address]</p>		<p>PREPARED BY: [Name] CHECKED BY: [Name] DATE: [Date]</p>									
<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		NO.	DESCRIPTION							<p>SCALE: 1" = 20'</p> <p>DATE: 11/11/11</p>	
NO.	DESCRIPTION										
<p>1 of 1</p>		<p>1 of 1</p>									

EXHIBIT B
(Amended Sanitary Sewer Easement)

DRAFT

EXHIBIT C

DRAFT

EXHIBIT D

Point of Analysis 2 (Limiting section of sewer with low slope in center of Levin Site)

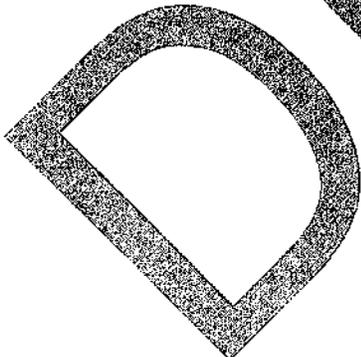
Calculated Total Existing Flow	-	66,045 GPD (Peak x 2 = 132,090 GPD)
Capacity of Sewer Flowing Half Full	-	202,505 GPD
Availability Capacity ((Capacity - Ex. Peak)/2)	-	35,207 GPD

Point of Analysis 3 (Leaving Levin Site)

Calculated Total Existing Flow	-	132,616 GPD (Peak x 2 = 265,232 GPD)
Capacity of Sewer Flowing Half Full	-	464,500 GPD
Availability Capacity ((Capacity - Ex. Peak)/2)	=	99,634 GPD

Utilizing Point of Analysis 3 (Leaving Levin Site)

Total Available Capacity	-	99,634 GPD
Levin to retain approximately	-	64,000 GPD (65%)
Borough to retain approximately	-	35,000 GPD (35%)



Prepared by:
Joseph V. Sordillo, Esq.
Watchung Borough Attorney

AMENDED SANITARY SEWER EASEMENT

(Block 64.04, Lots 2.03 & 2.04)

THIS EASEMENT is made as of the _____ day of _____, 2027, between:

LEVIN PROPERTIES, L.P., a limited partnership of the State of New Jersey, having its principal offices at 975 Route 22 West, North Plainfield, New Jersey 07060, and a mailing address of P.O. Box 326, Plainfield, New Jersey 07061 hereinafter called the "Grantor," or "Levin," and

THE BOROUGH OF WATCHUNG, a Municipal Corporation of the State of New Jersey, having its principal offices at 15 Mountain Boulevard, Watchung, New Jersey 07069, hereinafter called "Grantee," "Borough," or "Watchung."

The Grantor and Grantee may be hereinafter referred to collectively or individually as "Party" or "Parties."

WITNESSETH:

WHEREAS, Levin is the owner of the property identified as Block 64.04, Lots 2.03 and 2.04, as shown on the Official Tax Map of the Borough of Watchung, County of Somerset, State of New Jersey, with an address of 1701 U.S. Highway 22, also known as the Blue Star Shopping Center (the "Property"); and

WHEREAS, there exists a private sanitary sewer line traversing the Property, under U.S. Route 22, and proceeding parallel along U.S. Route 22 until it reaches its terminus point at Terrill Road; and

WHEREAS, this private sanitary sewer line services the tenants located on the Property, along with off-site properties; and

WHEREAS, in 1959 the Borough and Levin entered into an Agreement with regard to the installation of this private sanitary sewer line, which Agreement authorized the construction and connection of the sewer line into the existing main sewer line located at Terrill Road (the "1959 Agreement"); and

WHEREAS, the construction of the private sewer line was authorized by Ordinance authorizing the construction of the collector sewer system on the Property, adopted by the Borough on July 23, 1959; and

WHEREAS, the sanitary sewer system was to flow into and be treated by the Joint Meeting of the City of Plainfield sewer treatment facility, which is currently known and operated as the Plainfield Area Regional Sewerage Authority ("PARSA"); and

WHEREAS, in 2013 the Borough and Levin entered into a subsequent Agreement concerning the private sanitary sewer line on the Property, which Agreement allowed the Borough to connect additional residential properties along Johnston Drive into the private sewer line on the Property, and providing for the Borough to take over the sewer billings for certain off-site properties being serviced by the private sewer line (the "2013 Agreement"); and

WHEREAS, the 2013 Agreement further set forth the terms of Levin's grant of a twenty five (25') foot sanitary sewer easement to the Borough for the construction, operation, maintenance, inspection, repair, reconstruction, alteration and replacement of an eight (8") inch gravity sanitary sewer line on the Property, including the limitation of same to serve a maximum of forty (40) single family homes in the area of Johnston Drive, explicitly excluding any development relating to the Weldon Quarry; and

WHEREAS, Levin granted a Sanitary Sewer Easement to the Borough, dated June 10, 2014, and recorded with the Somerset County Clerk's office on June 18, 2014, in Book 6723, Pages 455-468, Instrument No. 2014021605 (the "Sanitary Sewer Easement"); and

WHEREAS, the Levin and the Borough negotiated an agreement whereby the Parties agree to amend the Sanitary Sewer Easement to provide for the Borough's assumption of ownership of the sanitary sewer lines on the Levin Property, including the assumption of the sewer billing for the off-site properties services by the sewer line; and

WHEREAS, the Amended Sanitary Sewer Easement is further to allow for the sewer flow emanating from Bonnie Burn Redevelopers Urban Renewal, L.L.C.'s ("Redeveloper") redevelopment of the property identified as Block 7403, Lots 5 & 10, and Block 7402, Lots 19.01 and 19.02, known as 291 Bonnie Burn Road (the "Redevelopment Property"), for the inclusionary development consisting of 230 rental units, of which 184 will be market-rate units and 46 will be affordable housing units (the "Project"); and

WHEREAS, the Redevelopment Property is included in the identified properties proposed for connection to the private sewer line in the Sanitary Sewer Easement; however, the number of connections for the Project exceed the maximum permitted therein.

NOW, THEREFORE, Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and dedicate unto Grantee, its successors and assigns, the following easements:

- (a) a non-exclusive 25 foot wide easement to construct, maintain, inspect, operate, repair, reconstruct, alter and replace, an eight (8) inch gravity sanitary sewer line and necessary appurtenances through, over, upon, in, across and under that portion of Grantor's Property as shown on the attached **Exhibit A**, more particularly described by metes and bounds in **Exhibit B**, to serve a maximum of forty (40) single family homes in the area of Johnston Drive (but not including any development related to the Weldon Quarry), which properties to be served are identified on the list annexed hereto as **Exhibit C**, and to serve the Project to be developed on the Redevelopment Property; and
- (b) a non-exclusive ten (10) foot wide temporary construction easement adjacent to the aforementioned sanitary sewer easement for temporary periods only during the construction of said sanitary sewer line and for the maintenance, repair, reconstruction, and replacement of said sanitary sewer line and appurtenances thereto, as necessary; and
- (c) the right to cross over the Grantor's Property in order to gain access to the aforementioned easements and sanitary sewer line following reasonable notice to Grantor over such reasonable route as Grantor may, from time to time, designate or approve for the purpose of Grantee exercising the rights herein granted.

As a condition for the within grant in addition to the consideration hereinabove set forth, Grantee by its acceptance of this grant hereby consents and agrees with respect to the easement herein granted that:

- 1. All costs and expense regarding the construction of the sanitary sewer line and appurtenances will be the responsibility of Grantee.

2. Grantee shall maintain and keep the sanitary sewer line and appurtenances in good repair in accordance with standard engineering practices at its own expense.
3. Grantee shall defend, indemnify and save harmless Grantor from and against any and all claims or demands for or in connection with any occurrence, accident, injury to person(s) or property, damage or dispute arising out of Grantee's exercise of its rights hereunder and from and against any and all costs and expenses relating thereto including, but not limited to, reasonable attorney's fees. Each party shall give prompt notice to the other of any claims or demands received.
4. Grantee shall maintain or cause to be maintained by its agents, contractors, subcontractors and professionals Commercial General Liability Insurance in the amount of \$2,000,000 with Grantor and Levin Management Corporation listed as additional insureds, insuring against damage for bodily injury and to property. All such policies shall contain a provision whereby the same cannot be canceled unless Grantor and any additional insured(s) are given at least thirty (30) days prior written notice of such cancellation. Certificates of Insurance shall be provided for all policies.
5. Upon completion of any work or activity as provided herein, the disturbed area including any utilities on, above or below ground shall be restored, at the cost and expense of Grantee to the condition that existed prior to Grantee entering upon the property.
6. The within easement is a nonexclusive easement and the Grantor is authorized to install a road and parking lot and driveway over the easement and/or to install and run utilities in, under, across or above the easement and otherwise retain use of the easement area for all purposes. However, Grantor shall not otherwise use the easement area in any manner which would unreasonably prevent, obstruct or hinder Grantee's rights hereunder. In the event Grantor subsequent to the recording of this instrument installs impervious surface in the area of the easement currently pervious, then Grantor shall be responsible for the additional cost of restoring the area as an impervious surface.
7. Grantee shall only use and enter upon the easement in a manner that will not unreasonably interfere with or disrupt the use and operation of Grantor's property including, but not limited to, the free and unobstructed use of the driveways, walkways, parking areas and areas immediately adjacent to and over the easement.

8. At least ten (10) days prior to the commencement of construction, Grantee shall notify Grantor of its intention to commence work and provide Grantor with the Certificates of Insurance required by this easement. Said notice shall contain an anticipated construction schedule. If required by Grantor, the parties shall meet to coordinate their activities so as not to interfere with Grantor's use of Grantor's property, or use of Grantor's property by the public.
9. After construction, Grantor shall have the right to relocate the sanitary sewer line easement, sewer line and appurtenant facilities or any part thereof, at Grantor's own cost and expense. No relocation shall take place unless and until the relocated sewer line is constructed and in service. Upon relocation of the sewer line, the parties shall execute a written modification of this Amended Sanitary Sewer Easement to memorialize the new location of the Sanitary Sewer Easement.
10. Grantee shall be responsible to obtain all the necessary approvals associated with the construction and operation of the sewer line encompassed by the within easements. Grantee shall be responsible for payment of any required fees.
11. The terms, provisions and covenants contained in this Amended Sanitary Sewer Easement shall be deemed covenants running with the land.
12. This Amended Sanitary Sewer Easement may not be amended, modified or rescinded in any fashion except by a writing signed by the Grantor and the Grantee in recordable form.
13. This easement and the rights and obligations hereunder shall be binding upon the Parties hereto, their successors, heirs, transferees and assigns.
14. The within grant is subject to easements, agreements, mortgages, covenants, leases and restrictions, recorded and unrecorded, and such state of facts as an accurate survey may disclose.
15. All notices, requests, demands and other communications which are required or may be given under this Easement must be in writing and sent to the intended recipient at the address set forth above or at such other address within the United States as the intended recipient previously designated by written notice to the other party. Notices will be deemed to have been duly given (i) when received, if personally delivered, (ii) the day after being sent, if sent for next day delivery to an address within the United

States by nationally recognized overnight delivery service (e.g., UPS, Federal Express), and (iii) the third day after being sent, if sent by certified or registered mail, return receipt requested.

The Grantor covenants that it is lawfully seized of the Property and Easement Area and that it has the right to restrict the same. The Parties hereto each warrant and represent to each other, knowing and intending that the respective Parties are relying thereon in executing this Easement, that they each have the power and authority to enter into this Easement, to grant and receive the Easement contemplated herein, and to perform their respective obligations hereunder.

The Grantor may convey, mortgage, lease or otherwise transfer title or interest in the Property subject to this Easement provided, however, that the covenants and conditions herein shall remain superior to such conveyance, mortgage, lease or transfer, it being the intention of the parties that this Easement and its terms and conditions shall become a part of the chain of title and shall run with the Property. It is understood and agreed that this easement confers upon the Grantee no rights of title to the Easement Area nor does it require the Grantee to maintain the Easement Area.

The Grantor and the Grantee agree that the mere lack of use or interruption of use of the Easement Area by the Grantee for an indefinite period of time shall not constitute or be construed as an abandonment or other extinguishment of the Easement, except as may be subsequently agreed in a separate Easement extinguishment agreement which may be entered into between the Grantor (or its successors and assigns) and the Grantee (or its successors and assigns).

In the event of any violation of the covenants and conditions contained in this Easement, the Parties shall be entitled to exercise all remedies provided at law or in equity and further shall be entitled to recover, in any action to enforce the terms hereof, reasonable attorney's fees.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively. The terms and conditions herein shall be deemed to run with the land and be binding

upon successive owners of the Property; it being intended that a full transfer of title or ownership to the Property shall encompass and include a full transfer of rights and responsibilities herein. In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

This Easement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey. In the event that any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, but this Easement shall be construed as if such invalid, illegal or unenforceable provision had never been included herein.

The provisions of the Agreement may not be amended, modified, or terminated without the express written consent of the parties hereto, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing and signed by the parties hereto, which written instrument must then be recorded.

IN WITNESS WHEREOF the Parties hereto have caused this document to be signed by their proper corporate or municipal officers and their corporate or municipal seal to be set hereto.

ATTEST:

**GRANTOR:
LEVIN PROPERTIES, L.P.**

Name:
Title:

By: _____
Name
Title:

Dated: _____ 2022

ATTEST:

**GRANTEE:
BOROUGH OF WATCHUNG**

Name: Edith Gil
Title: Borough Clerk

By: _____
Name: Keith Balla
Title: Mayor

Dated: _____, 2022

STATE OF NEW JERSEY)
) ss:
COUNTY OF _____)

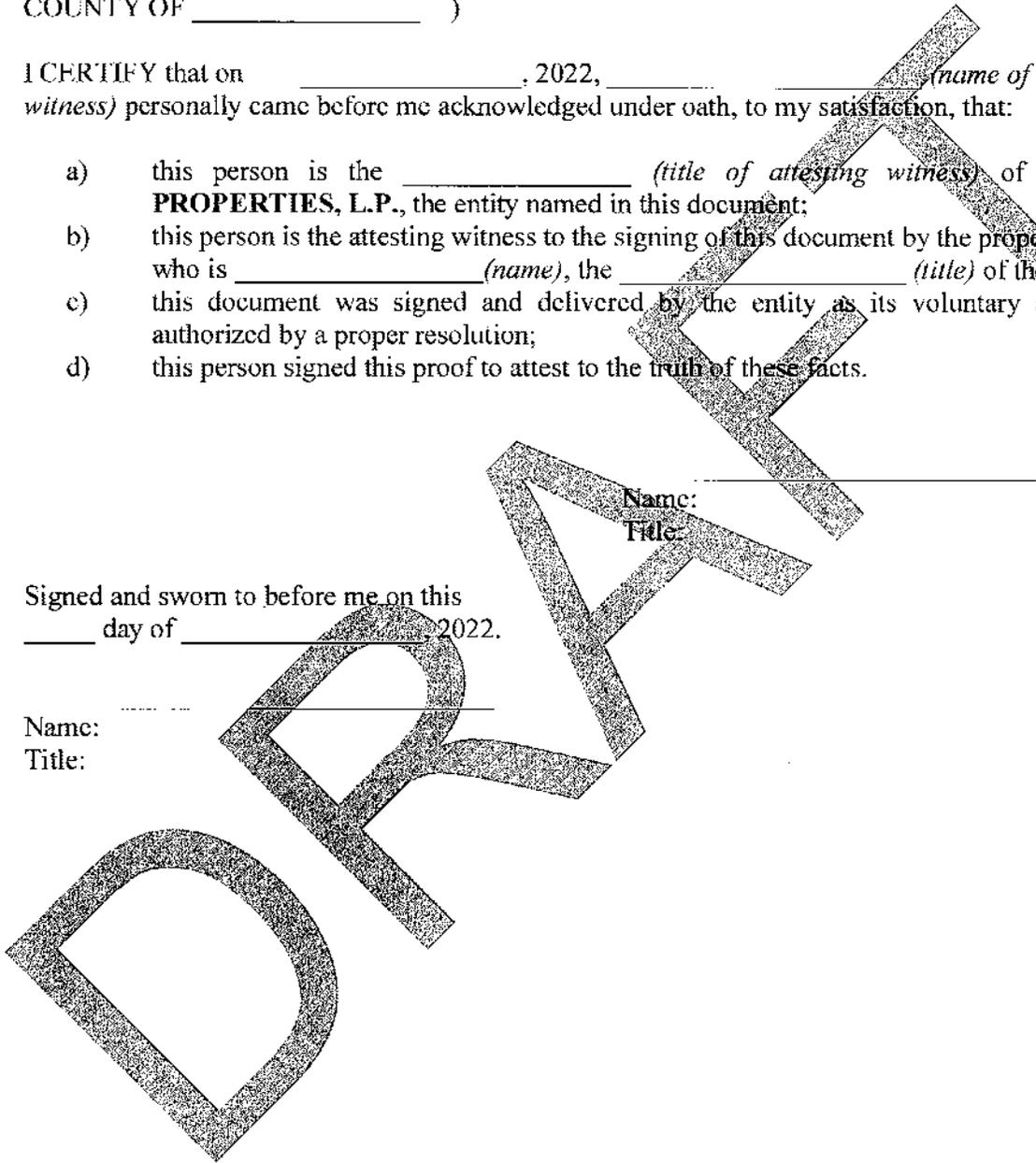
I CERTIFY that on _____, 2022, _____ (name of attesting witness) personally came before me acknowledged under oath, to my satisfaction, that:

- a) this person is the _____ (title of attesting witness) of **LEVIN PROPERTIES, L.P.**, the entity named in this document;
- b) this person is the attesting witness to the signing of this document by the proper officer who is _____ (name), the _____ (title) of the entity;
- c) this document was signed and delivered by the entity as its voluntary act duly authorized by a proper resolution;
- d) this person signed this proof to attest to the truth of these facts.

Name: _____
Title: _____

Signed and sworn to before me on this _____ day of _____, 2022.

Name: _____
Title: _____



STATE OF NEW JERSEY }
 }
COUNTY OF SOMERSET }

ss.:

I CERTIFY that on _____, 2022, Edith Gil personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the **BOROUGH OF WATCHUNG**, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is Keith Balla, the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Name: Edith Gil
Title: Borough Clerk

Signed and sworn to before me on
this ____ day of _____, 2022.

Name:
Title:

EXHIBIT A

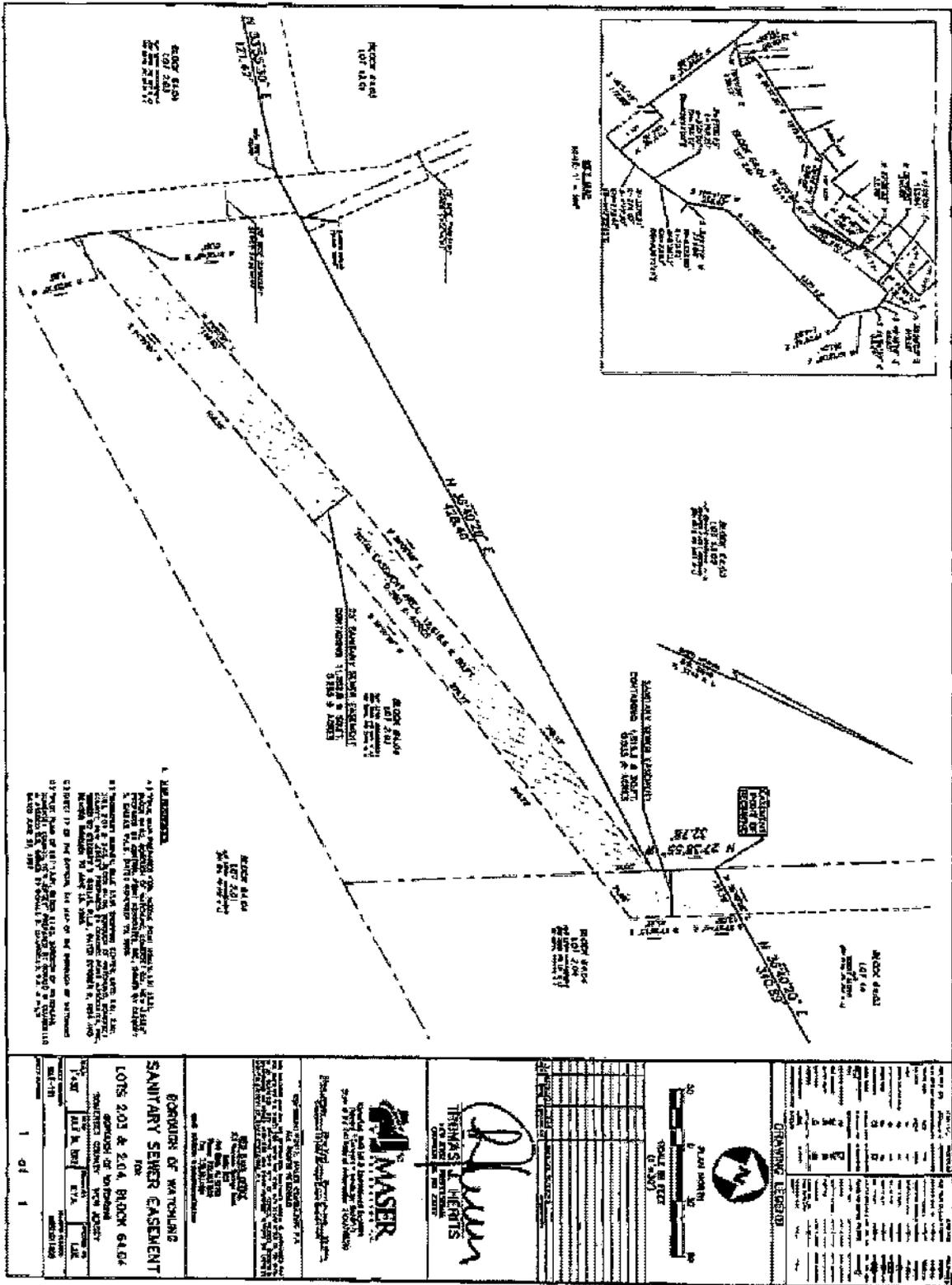


EXHIBIT B



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

~~SOMERSET~~

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

**DESCRIPTION OF PROPERTY
BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**SANITARY SEWER EASEMENT
PART OF LOTS 2.03 & 2.04
BLOCK 64.04
PROJECT NO. WAT-191
AUGUST 1, 2012
REVISED: APRIL 3, 2014**

All that certain lot, tract or parcel of land situate, lying and being in the Borough of Watchung, in the County of Somerset and the State of New Jersey, and being all of a 25.00 foot wide Sanitary Sewer Easement dedicated to the Borough of Watchung, the same being a part of Lots 2.03 and 2.04, Block 64.04, as shown on a map entitled "Borough of Watchung, Sanitary Sewer Easement, for Lots 2.03 & 2.04, in Block 64.04, Borough of Watchung, Somerset County, New Jersey", dated July 31, 2012 and revised through to April 3, 2014, the same also being a part of → Lot 14, Block 64.03, as shown on Sheet Number 17 of the Official Tax Map of the Borough of Watchung, and being more particularly bounded and described as follows, to wit:

BEGINNING at a point in the southeasterly line of Lot 14, Block 64.03, being the point of intersection of the northeasterly line of Lot 13.02, Block 64.03, said lots as shown on the aforesaid Official Tax Map of the Borough of Watchung, and running, thence –

1. N 36°40'20" E, 27.78 feet along the aforesaid southeasterly line of Lot 14, Block 64.03, to a point in the same, thence –
2. S 27°27'40" E, 12.08 feet running through the aforesaid Lot 2.04, Block 64.04, to an angle point in the same, thence –
3. S 27°38'55" E, 45.41 feet still running through the aforesaid Lot 2.04, Block 64.04, to an angle point in the same, thence –
4. S 26°06'56" W, 310.72 feet still running through the same, and beyond, running through the aforesaid Lot 2.03, Block 64.04, to an angle point in the same, thence –
5. S 24°25'01" W, 162.35 feet still running through the aforesaid Lot 2.03, Block 64.04, to an angle point in the same, said point also being in the northeasterly line of an existing 20.00 foot wide Sanitary Sewer Easement as shown on a map entitled, "Sanitary Sewer As-built Plan prepared for Lots 13.01 & 13.03, Block 64.03, running through Lots 2.01, & 2.03, Block 64.04, Borough of Watchung, Somerset County, New Jersey" dated March 18, 1998 and revised through to March 24, 1998, prepared by Control Point Associates, Inc., Gregory S. Gallis, P.L.S., thence –

Customer Loyalty through Client Satisfaction



**DESCRIPTION OF PROPERTY
BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**SANITARY SEWER EASEMENT
PART OF LOTS 2.03 & 2.04
BLOCK 64.04
PROJECT NO. WAT-191
AUGUST 1, 2012
REVISED: APRIL 3, 2014
PAGE 2**

- 6. N 38°35'30" W, 7.85 feet still running through the same and along the aforesaid northeasterly line of an existing 20.00 foot wide Sanitary Sewer Easement, to an angle point in the same, thence -
- 7. N 31°12'46" W, 21.81 feet still running through the same and along the same, to an angle point in the same, thence -
- 8. N 24°25'01" E, 146.85 feet still running through the same, to an angle point in the same, thence -
- 9. N 26°06'56" E, 298.42 feet still running through the same, to a point in the aforesaid northeasterly line of Lot 13.02, Block 64.03, thence -
- 10. N 27°38'55" W, 32.78 feet along the aforesaid northeasterly line of Lot 13.02, Block 64.03, to the Point and Place of BEGINNING.

CONTAINING: 12,618.6 square feet of land more or less/or 0.290 acres of land more or less.

The bearings cited hereon as contained in Deed Book 2168 Page 752 & c and are based on a map entitled, "Boundary Survey, Blue Star Shopping Center, Lots 2.01, 2.02, 2.03, 2.04 & 2.05, Block 64.04, Borough of Watchung, Somerset County, New Jersey" dated October 9, 1995 and revised through to June 26, 1999, prepared by Control Point Associates, Inc., Gregory S. Gallas, P.L.S.

The foregoing description was prepared by the undersigned surveyor for the firm of Maser Consulting P.A. and is based upon the aforesaid Sanitary Sewer Easement Plan dated July 31, 2012 and revised through to April 3, 2014.

4/9/14
DATE

THOMAS J. HERITS, P.E. & P.L.S.
New Jersey Professional Engineer & Land Surveyor License No. 23762

W:\proj\general\proj\sch\wat-191\description\2014\use_lot_2.03-2.04_block_64.04_r1.dwg

EXHIBIT C

EXHIBIT C

PROPERTIES PROPOSED FOR CONNECTION TO THE BLUE STAR SANITARY SEWER

Block	Lot	Notes
64.03	3	(a)
64.03	4	(a)
64.03	5	(a)
64.03	6	(a)
64.03	7	(a)
64.03	8	(a)
64.03	9	(a)
64.03	10	(a)
64.03	11	(a)
64.03	12	(a)
64.03	14	(a)
64.03	15.01	(a)
64.03	15.03	(a)
64.03	18	(a)
74.02	19.01	
74.02	19.02	
74.03	2	(a)
74.03	3	(a)
74.03	4	(a)
74.03	5	
74.03	6	(a)
74.03	7	(a)
74.03	8	(a)
74.03	9	(a)
74.03	9.01	(a)
74.03	10	
74.03	11	(a)
74.03	12	(a)
74.03	13	(a)
74.03	14	(a)
74.03	15	(a)
74.03	16	(a)
74.03	17	(a)
74.03	18	(a)

Notes:

- (a) 30 Properties to be sewered by Borough.
Contract 2-08 Sanitary Sewer Extension

(b) Connections limited to 40 single family homes

(c) Including the redevelopment of the property identified as Block 7402, Lots 5 & 10, and Block 7402, Lots 19.01 and 19.02 for a total of 230 residential rental units.

**BOROUGH OF WATCHUNG
RESOLUTION: R14**

WHEREAS, Bonnie Burn Redevelopers Urban Renewal, LLC (“Redeveloper”), is the contract purchaser and designated redeveloper of the property known as 291 Bonnie Burn Road, Watchung, New Jersey, and identified as Block 7403 Lots 5 and 10 and Block 7402 Lots 19.01 and 19.02 on the tax map of the Borough of Watchung (collectively referred to as “the Property”); and

WHEREAS, the Property has been designated as a site for affordable housing pursuant to a settlement agreement that the Borough entered into with Fair Share Housing Center, Inc. in the matter captioned In the Matter of the Borough of Watchung (Mt. Laurel), Docket No. SOM-L-902-15, to confirm Watchung’s compliance with its affordable housing obligations, which designated the Property as the Borough’s primary affordable housing compliance mechanism; and

WHEREAS, on October 4, 2018, pursuant to Resolution No. R11:10/04/18, the Council designated the Property as an Area in Need of Non-Condensation Redevelopment (the “Redevelopment Area”); and

WHEREAS, on December 6, 2018 via Ordinance No. OR:18/20 the Council adopted a redevelopment plan (the “Redevelopment Plan”), as thereafter amended, providing for the redevelopment of the Redevelopment Area with an inclusionary development consisting of 230 total rental units, of which 184 will be market-rate units and 46 will be affordable housing units (“Project”); and

WHEREAS, on October 28, 2021 the Borough of Watchung Planning Board (“Planning Board”) adopted a resolution that granted Redeveloper’s application for preliminary site plan approval for the Project and on January 18, 2022 the Planning Board adopted a resolution that granted Redeveloper’s application for final site plan approval, authorizing the development of the Project as an inclusionary housing project on the Property; and

WHEREAS, in connection with the site plan application to the Planning Board, the Redeveloper submitted engineering plans to obtain sewer service for the Project from the Plainfield Area Regional Sewer Authority (“PARSA”) by way of PARSA’s meter chamber at the intersection of Terrill Road and U.S. Highway Route 22 (“Terrill Road Meter Chamber”); and

WHEREAS, Condition 42 of the Planning Board’s October 28, 2021 resolution for the Project requires Redeveloper to obtain sewer service from PARSA to secure sanitary sewer capacity and sewer connections for the Project; and

WHEREAS, Redeveloper has diligently made various efforts towards obtaining all necessary approvals to construct the Project; and has confirmed that PARSA has available sanitary sewer capacity and sewer connections for the Project; and

WHEREAS, the Borough of Watchung is also a party to a Sanitary Sewer Easement, dated June 10, 2014 and recorded on June 18, 2014 as Instrument No. 2014021605 in OPR 6723 P 455-468, and the related agreement entered into between the Borough and Levin Properties, L.P. in or about 2013 (collectively “Sanitary Sewer Easement”) between the Borough and Levin Properties, L.P. (“Levin”), which Sanitary Sewer Easement authorized the Borough to construct an eight (8) inch gravity sanitary sewer line and necessary appurtenances and connect to sanitary sewer lines that Levin constructed and maintains on its property located at 1701 U.S. Highway Route 22, Watchung, New Jersey 07069, and identified as Block 64.04 Lots 2.03 and 2.04 on the tax maps

**BOROUGH OF WATCHUNG
RESOLUTION: R14**

of the Borough of Watchung, and known as the Blue Star Shopping Center ("Levin Property"); and

WHEREAS, the Sanitary Sewer Easement also included a limitation on the number of sewer connections served by the sanitary sewer line on the Levin Property to a maximum of forty (40) single family homes in the area of Johnston Drive, explicitly excluding any development relating to the Weldon Quarry, which properties were specifically identified in the Sanitary Sewer Easement; and

WHEREAS, on November 9, 2021 Redeveloper submitted to the Borough Engineer a Treatment Works Approval Permit Application ("TWA Application") to obtain sewer service for the Project and requested that the Borough execute and authorize the TWA Application so that Redeveloper could submit same to PARSA and the New Jersey Department of Environmental Protection; and

WHEREAS, in order to obtain sanitary sewer service for the Project from PARSA and connect to the Terrill Road Meter Chamber, Redeveloper is required to connect to sewer lines on Johnston Drive that connect to the sewer lines located on the Levin Property; and

WHEREAS, in order to obtain sanitary sewer service for the Project, the Borough is required to amend the Sanitary Sewer Easement to allow for sewer service for the Project to flow through the sanitary sewer lines on the Levin Property; and

WHEREAS, the Borough and Redeveloper negotiated an agreement to provide for the Redeveloper's contribution towards the acquisition and maintenance of the sanitary sewer lines on the Levin Property to allow for the proposed connection for the Project, which agreement is attached hereto; and

WHEREAS, simultaneously upon entering into the Agreement with Redeveloper, the Borough shall enter into a separate agreement with Levin ("Levin Agreement") that will provide for Levin to dedicate or otherwise transfer ownership of the sanitary sewer lines located on the Levin Property to the Borough and amend the Sanitary Sewer Easement to allow for sewer service for the Project to flow through the sanitary sewer lines on the Levin Property; and

WHEREAS, the Borough Council finds it in the best interest of the Borough to authorize the Borough to enter into and execute the Sewer Connection Agreement with Redeveloper memorializing the agreed upon terms and conditions for the Borough's acquisition of the sanitary sewer lines on the Levin Property to allow for sewer service for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the Borough hereby authorizes the Borough to enter into and execute the Sewer Connection Agreement with Redeveloper, in the substantial form attached hereto, memorializing the agreed upon terms and conditions for the Borough's acquisition of the sanitary sewer lines on the Levin Property to allow for sewer service for the Project.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to sign the Sewer Connection Agreement with Redeveloper, in the substantial form attached hereto, on behalf of the Borough.

**BOROUGH OF WATCHUNG
RESOLUTION: R14**

BE IT FURTHER RESOLVED that the appropriate Borough officials and professionals are authorized to take all required actions to effectuate the authorizations in this Resolution and comply with the terms of the Sewer Connection Agreement.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

Christine B. Ead, Council Member

Keith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: SEWERS,
C: ENG,

DRAFT

SEWER CONNECTION AGREEMENT

THIS SEWER CONNECTION AGREEMENT (this "Agreement") is entered this day of _____, 2022 by and between the **BOROUGH OF WATCHUNG** (the "Borough" or "Watchung"), a municipal corporation and body politic of the State of New Jersey, having its principal office at 15 Mountain Boulevard, Watchung, New Jersey 07069; and **BONNIE BURN REDEVELOPERS URBAN RENEWAL, LLC** ("Redeveloper"), a New Jersey limited liability company established, operated and authorized to do business within the State of New Jersey, having a business office located at c/o Sterling Properties, 50 East Mount Pleasant Avenue, Livingston, New Jersey 07039 (hereinafter collectively referred to as the "Parties" with each a "Party").

RECITALS

WHEREAS, Redeveloper is the contract purchaser and designated redeveloper of the property known as 291 Bonnie Burn Road, Watchung, New Jersey, and identified as Block 7403 Lots 5 and 10 and Block 7402 Lots 19.01 and 19.02 on the tax map of the Borough of Watchung (collectively referred to as "the Property"); and

WHEREAS, the Property has been designated as a site for affordable housing pursuant to a settlement agreement that the Borough entered into with Fair Share Housing Center, Inc. in the matter captioned In the Matter of the Borough of Watchung (Mt. Laurel), Docket No. SOM-L-902-15, to confirm Watchung's compliance with its affordable housing obligations, which designated the Property as the Borough's primary affordable housing compliance mechanism; and

WHEREAS, on October 4, 2018, pursuant to Resolution No. R11:10/04/18, the Council designated the Property as an Area in Need of Non-Condensation Redevelopment (the "Redevelopment Area"); and

WHEREAS, on December 6, 2018 via Ordinance No. OR:18/20 the Council adopted a redevelopment plan (the "Redevelopment Plan"), as thereafter amended, providing for the redevelopment of the Redevelopment Area with an inclusionary development consisting of 230 total rental units, of which 184 will be market-rate units and 46 will be affordable housing units ("Project"); and

WHEREAS, on October 28, 2021 the Borough of Watchung Planning Board ("Planning Board") adopted a resolution that granted Redeveloper's application for preliminary site plan approval for the Project and on January 18, 2022 the Planning Board adopted a resolution that granted Redeveloper's application for final site plan approval, authorizing the development of the Project as an inclusionary housing project on the Property; and

WHEREAS, in connection with the site plan application to the Planning Board, the Redeveloper submitted engineering plans to obtain sewer service for the Project from the Plainfield Area Regional Sewer Authority ("PARSA") by way of PARSA's meter chamber at the intersection of Terril Road and U.S. Highway Route 22 ("Terrill Road Meter Chamber"); and

WHEREAS, Condition 42 of the Planning Board's October 28, 2021 resolution for the Project requires Redeveloper to obtain sewer service from PARSA to secure sanitary sewer capacity and sewer connections for the Project; and

WHEREAS, Redeveloper has diligently made various efforts towards obtaining all necessary approvals to construct the Project; and

WHEREAS, Redeveloper has confirmed that PARSA has available sanitary sewer capacity and sewer connections for the Project; and

WHEREAS, Chapter 18 of the Borough Ordinances provides that that the Borough controls and manages "all main, lateral and intercepting sanitary sewers, storm sewers, underground drains, systems of sewers and drains, sewer and drain outlets, filtration beds, sewage disposal works, sewage receptacles, pumping stations or any or all such improvements and such other erections, works, establishments and fixtures as may be required to provide proper sewerage and drainage within the Borough, and owned or controlled by it" and

WHEREAS, the Borough is also a party to a Sanitary Sewer Easement, dated June 10, 2014 and recorded on June 18, 2014 as Instrument No. 2014021603 in OPR 6723 P 455-468, and the related agreement entered into between the Borough and Levin Properties, L.P. in or about 2013 (collectively "Sanitary Sewer Easement") between the Borough and Levin Properties, L.P. ("Levin"), which Sanitary Sewer Easement authorized the Borough to construct an eight (8) inch gravity sanitary sewer line and necessary appurtenances and connect to sanitary sewer lines that Levin constructed and maintains on its property located at 1701 U.S. Highway Route 22, Watchung, New Jersey 07069, and identified as Block 64.04 Lots 2.03 and 2.04 on the tax maps of the Borough of Watchung, and known as the Blue Star Shopping Center ("Levin Property"); and

WHEREAS, the Sanitary Sewer Easement also included a limitation on the number of sewer connections served by the sanitary sewer line on the Levin Property to a maximum of forty (40) single family homes in the area of Johnston Drive, explicitly excluding any development relating to the Weldon Quarry, which properties were specifically identified in the Sanitary Sewer Easement; and

WHEREAS, on November 9, 2021 Redeveloper submitted to the Borough Engineer a Treatment Works Approval Permit Application ("TWA Application") to obtain sewer service for the Project and requested that the Borough execute and authorize the TWA Application so that Redeveloper could submit same to PARSA and the New Jersey Department of Environmental Protection; and

WHEREAS, in order to obtain sanitary sewer service for the Project from PARSA and connect to the Terrill Road Meter Chamber, Redeveloper is required to connect to sewer lines on Johnston Drive that connect to the sewer lines located on the Levin Property; and

WHEREAS, in order to obtain sanitary sewer service for the Project, the Borough is required to amend the Sanitary Sewer Easement to allow for sewer service for the Project to flow through the sanitary sewer lines on the Levin Property; and

WHEREAS, simultaneously upon entering into this Agreement, the Borough shall enter into a separate agreement with Levin ("Levin Agreement") that will provide for Levin to dedicate or otherwise transfer ownership of the sanitary sewer lines located on the Levin Property to the Borough and amend the Sanitary Sewer Easement to allow for sewer service for the Project to flow through the sanitary sewer lines on the Levin Property; and

WHEREAS, the Borough and Redeveloper desire to enter into this Agreement to allow for Redeveloper to obtain sanitary sewer service for the Project.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

1. Recitals. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein.

2. Survey/Cleaning of Sanitary Sewer Lines. Redeveloper performed a video camera survey of the sanitary sewer lines located on the Levin Property for purposes of documenting the condition of the sanitary sewer lines located on the Levin Property and provided copies of the report, dated July 25, 2022, with the results of the survey to the Borough Attorney with a copy to the attorney for Levin. In consideration of the Borough entering into this Agreement to provide sanitary sewer service for the Project, at least thirty (30) days prior to commencement of construction of the Project, Redeveloper shall conduct an industrial cleaning of the sanitary sewer manholes and pipes that the Borough will acquire on the Levin Property. Such cleaning shall be conducted to the satisfaction of the Borough Engineer, and may require grease removal/cutting where determined to be necessary. After completion of the cleaning, Redeveloper shall conduct a video camera survey of the sanitary sewer lines located on the Levin Property for purposes of documenting the condition of the sanitary sewer lines and shall furnish a report documenting same to the Borough Attorney.

3. Lining of Cast Iron Sewer Main. Upon review and recommendation by the Borough Engineer, Redeveloper agrees to provide a financial contribution in the amount of forty-six thousand one hundred fifty-three (\$46,153.00) dollars towards the work to line certain unlined cast iron sewer main on the Levin Property, as identified in the section entitled "Lining of Unlined Cast Iron Sewer Main" in the Borough Engineer's itemization of repair and maintenance costs for this Agreement that is attached hereto as Exhibit A.

4. Future Maintenance of Sanitary Sewer Line. In connection with the future repair and maintenance obligations being assumed by the Borough in its separate agreement with Levin in exchange for Levin's agreement to amend the Sanitary Sewer Easement to allow for the sanitary

sewer flow for the Project, Redeveloper shall make a payment of one hundred ninety-seven thousand five hundred (\$197,500.00) dollars to the Borough to contribute to the work identified in the section entitled "Future Maintenance Sanitary Sewer Main - 25 Year Period" in Exhibit A.

5. Execution of TWA Application. Within five (5) business days of the adoption of a resolution that authorizes the execution of this Agreement by the Borough, the Borough shall cause the Borough Engineer to sign the TWA Application on behalf of the Borough and provide a copy of the signed TWA Application to Redeveloper.

6. Redeveloper's Contribution Toward Repair. In further consideration of the Borough's execution of this Agreement, Redeveloper shall contribute the amount of sixty thousand (\$60,000) dollars to the Borough towards the required repair and/or replacement of the sanitary sewer line located along the bridge crossing U.S. Highway Route 22 that was damaged by Hurricane Ida, which is identified as "Stream Bank Stabilization - Sanitary Sewer Location" in Exhibit A. The Parties acknowledge that this damaged sewer line services sewer flows emanating from the Project to be serviced by PARSA.

7. Escrow Fees. Within ten (10) days from the full execution of this Agreement, Redeveloper shall pay Seven Thousand Five Hundred Dollars (\$7,500.00) to the Borough and Seven Thousand Five Hundred Dollars (\$7,500.00) to Levin to reimburse the Borough and Levin for their attorneys and/or engineering fees associated with the negotiation and preparation of this Agreement and the Levin Agreement.

8. Timing of Contributions. Within thirty (30) days prior to commencement of construction and receipt of all non-appealable permits and approvals for the Project, Redeveloper shall deposit with the Borough the funds identified in paragraphs 3, 4 and 6 hereof. The Borough shall hold these funds in a separate account dedicated to required repairs and maintenance for the sanitary sewer line on the Levin Property that serves the Project.

9. Connection Fee and Credit. Redeveloper shall pay any required connection fee for sewer service for the Project in accordance with Chapter 18 of the Borough's Ordinances. Redeveloper shall be entitled to a credit of the connection fees imposed for the forty-six (46) affordable housing proposed for the inclusionary development Project pursuant to N.J.S.A. 10-14B-22.3 and Redeveloper's contribution to the professional fees pursuant to paragraph 7 hereof.

10. Compliance with Laws. Upon connection to the sanitary sewer system for the Project, Redeveloper shall comply with all applicable federal, state, county and local statutes, regulations, ordinances, rules, orders, or requirements, including environmental protection statutes and regulations (collectively, the "Laws") regarding the discharge of sewage.

11. Representations.

(a) Each Party hereby represents and warrants to the other Party:

(i) it is duly constituted or organized, validly existing and in good standing under the laws of the jurisdiction of its formation, is duly qualified to act or do business in those jurisdictions in which it is necessary for the conduct of its business or affairs and has all requisite corporate or administrative authority to conduct its business or affairs as currently conducted;

(ii) except as provided herein, the execution, delivery, and performance by it of this Agreement does not require any consent, license, approval or authorization of, or other action by, or any notice or filing with, any governmental entity or any other person;

(iii) the execution, delivery and performance by it of this Agreement are within its organizational powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents or any government rule applicable to it or result in the breach, default or termination of any agreement to which it is a party.

(iv) this Agreement has been duly executed and delivered on its behalf and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except where enforceability may be limited or otherwise impacted by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and except where enforceability is subject to the application of equitable principles or remedies; and

(v) no petition or notice has been presented, no order has been presented, no order has been made and no resolution has been passed for its bankruptcy, liquidation, winding-up or dissolution, and no receiver, trustee, custodian or similar fiduciary has been appointed over the whole or any part of any of its assets or income, and it has not received any notice that any other person has any plan or intention of, filing, making or obtaining any such petition, notice, order or resolution or of seeking the appointment of a receiver, trustee, custodian or similar fiduciary.

12. Further Assurances. Each Party further agrees from time to time and at all times hereafter, upon request of the other Party, its successors and assigns, to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, agreements and assurances as may be reasonably required by the other Party, its successors and assigns in order to effectuate the connection of the Project to PARSA's facilities.

13. Entire Agreement; Conflict Among Agreements. This Agreement and the exhibits hereto and thereto, represent the full and complete understanding and agreement of the Parties and

their affiliates with respect to the subject matter hereof and supersedes all prior agreements (whether written or oral) between the Parties with respect to the subject matter hereof.

14. Captions and Headings. The captions and headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

15. Successors and Assigns. This Agreement shall bind and benefit the respective successors and permitted assigns of the Parties; provided that neither Party shall assign this Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other Party.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or electronic copies hereof or signatures hereon shall, for all purposes, be deemed originals.

17. Governing Law; Jurisdiction

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey (without regard to the conflict of laws principles thereof).

(b) Any Party bringing an administrative proceeding or legal action against any other Party arising out of or relating to this Agreement only may bring the administrative proceeding or legal action in the State of New Jersey; or in the federal courts located in New Jersey; or in any court of the State of New Jersey.

18. Amendments. The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

19. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.

20. Severability. If any provision, agreement or covenant set forth in this Agreement, the Levitt Agreement or the Sanitary Sewer Easement, as amended, is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall, to the fullest extent permitted by applicable law, rule or regulation, not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on the date first written above.

BOROUGH OF WATCHUNG

By: _____
Name: Hon. Keith S. Balla
Title: Mayor

**BONNIE BURN REDEVELOPERS
URBAN RENEWAL, LLC**

By: _____
Name:
Title:

DRAFT

EXHIBIT A

Watchung Sanitary Sewer - Bonnie Burn Developers Agreement

Stream Bank Stabilization - Sanitary Sewer Location

Item	Unit	Unit Cost	Total Estimated Cost
Rip Rap Stabilization - CY	200	\$150.00	\$30,000.00
Soil Supplement - CY	30	\$100.00	\$3,000.00
Soil Stabilization Matting - UN	1	\$500.00	\$500.00
Sanitary Main Joint Repair / Restraint	1	\$8,500.00	\$8,500.00
Engineering, Permitting & Inspection	1	\$18,000.00	\$18,000.00
Total Stream Bank Stabilization			\$60,000.00

Future Maintenance Sanitary Sewer Main - 25 Year Period

CCTV Sanitary Main - every 3 years	8	\$5,000.00	\$40,000.00
Routine Jetting & Cleaning - Annual	25	\$2,500.00	\$62,500.00
Repairs in future for potential I&I, age related issues, etc. 1/25 years - estimated	1	\$45,000.00	\$45,000.00
Engineering, Permitting & Inspection	1	\$50,000.00	\$50,000.00
Total 25 Year Maintenance & Repair			\$197,500.00

Lining of Unlined Cast Iron Sewer Main

Mobilization	1	3%	\$1,053.00
Traffic Coordination	1	\$2,000.00	\$2,000.00
By-Pass Pumping	132	\$25.00	\$3,300.00
Lining of 8" Cast Iron Sanitary Sewer (LF)	132	\$150.00	\$19,800.00
Manhole Lining (VF)	4	\$2,500.00	\$10,000.00
Engineering, Permitting & Inspection	1	\$10,000.00	\$10,000.00
Total Lining of Unlined Cast Iron Sewer Main			\$46,153.00

Grand Total	\$303,653.00
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**BOROUGH OF WATCHUNG
RESOLUTION: R15**

**AUTHORIZING THE BOROUGH ADMINISTRATOR TO ENDORSE THE NJDEP
TREATMENT WORKS APPROVAL (TWA) PERMIT APPLICATION FOR THE
BONNIE BURN ROAD REDEVELOPMENT PROJECT**

WHEREAS, the Borough of Watchung operates a wastewater conveyance system; and

WHEREAS, new development applications may require execution and filing of a Treatment Works Approval (TWA) with the New Jersey Department of Environmental Protection (NJDEP); and

WHEREAS, the Governing Body of the Borough of Watchung must consent to the TWA application and certify that the wastewater conveyance system has adequate capacity; and

WHEREAS, the NJDEP requires that the authorized person executing a TWA on behalf of the Borough be authorized to do so via a resolution from the Governing Body; and

WHEREAS, in connection with the Bonnie Burn Road Redevelopment project, Bonnie Burn Redevelopers Urban Renewal LLC, has requested the Borough's consent to its TWA application; and

WHEREAS, the Watchung Borough Engineer has reviewed the request and recommended endorsement of the TWA application, subject to certain conditions, including the parties entering into any required agreements and easements with the owner of the some of the downstream sewer facilities to allow the additional sewer flow, along with the payment of all applicable connection fees and assessments.

NOW, THEREFORE, BE IT RESOLVED the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey, authorizes the Borough Administrator, James Damato, and/or Borough Engineer to execute TWA applications on behalf of the Borough of Watchung for the Bonnie Burn Road Redevelopment project. The consent granted herein is subject to the applicable jurisdiction of and any required approvals from the Plainfield Area Regional Sewerage Authority (PARSA); Bonnie Burn Redevelopers Urban Renewal, LLC, the Borough and the owner of the sewer facilities coming to an agreement and easement for the use of such facilities; final determination that the existing downstream sewer facilities have adequate capacity to accept the projected flow generated by the project, and the payment of all applicable connection fees and assessments.

Christine B. Ead, Council Member

Keith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: SEWERS,
C: ENG,

**BOROUGH OF WATCHUNG
RESOLUTION: R16**

***AUTHORIZING AGREEMENT WITH SAFE & SOUND SOMERSET FOR 2023
DOMESTIC VIOLENCE RESPONSE TEAM AFFILIATION***

WHEREAS, Safe+Sound Somerset provides various services and functions to help survivors of domestic abuse and sexual violence with professional help and

WHEREAS, there is an opportunity for Safe+Sound Somerset to waive all training fees and provide 40-hour volunteer training associated with existing and organized Domestic Violence Response Team(s) and the Watchung Police Department is desirous of participating in this beneficial training.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey that the Mayor, and/or his Designee, are hereby authorized to execute the attached agreement with Safe+Sound Somerset to allow the Watchung Police Department to work cooperatively on the establishment of a Domestic Violence Response Team in Watchung.

Wendy Robinson, Council Member

Keith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: POLICE,
C: A. HART,