



BOROUGH OF WATCHUNG

15 MOUNTAIN BOULEVARD
WATCHUNG, NEW JERSEY 07069

MAYOR & COUNCIL MEETING AGENDA

THURSDAY, AUGUST 10, 2023

7:30 P.M.

MAYOR

Ronald Jubin, Ph.D.

COUNCIL

Christine B. Ead

Freddie Hayeck

Curt S. Dahl

Paul Fischer

Paolo Marano

Sonia Abi-Habib

James J. Damato
Business Administrator

Edith G. Gil
Borough Clerk

Joseph Sordillo, Esq.
Borough Attorney

THIS MEETING AND ALL BUSINESS SHALL BE CONDUCTED IN-PERSON, INCLUDING THE ACCEPTANCE OF PUBLIC COMMENT. No public comment shall be allowed to be made virtually or accepted in writing and read into the record. All writings received shall be acknowledged and accepted by the Council as regular correspondence. The Borough may broadcast its meetings virtually for public viewing as a courtesy.

VIEWING INSTRUCTIONS: To listen to the meeting via phone, 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 view 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>. **Agenda items can also be requested by emailing egil@watchungnj.gov**

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

AUGUST 10, 2023- 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 Annual Meeting Notice to the Courier News, Echoes Sentinel, the Star Ledger, posted at Borough Hall and on the Borough’s website.

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

ROLL CALL

Ead [] Hayeck [] Dahl [] Fischer [] Marano [] Abi- Habib []

PROCLAMATIONS & SPECIAL PRESENTATIONS

- ❖ National Wellness Month
- ❖ 50th Anniversary of the 1973 Flood
- ❖ Andrew Hart, Retired Police Chief
- ❖ Certificate of Recognition – Linda Monetti, Retiring Recreation Coordinator

ADMINISTRATION OF OATH

- ❖ Scott E. Anderle, Police Chief

PUBLIC PORTION / AGENDA ITEMS ONLY

*A public portion is held prior to Council action **for comments of agenda items only**. 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. If a group is represented by an attorney, the attorney will be given 5 minutes to make the presentation for the group.*

DISCUSSIONS

UNFINISHED BUSINESS

PUBLIC HEARING AND FINAL ADOPTION

OR 23/12: An Ordinance Further Amending OR 23/10, To Fix and Determine Minimum and Maximum Salaries and Compensation to be Paid to Certain Employees

NEW BUSINESS

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

AUGUST 10, 2023- 7:30 P.M.

REPORTS & CORRESPONDENCE:

Acknowledging Receipt of the following Borough Reports:

Board of Adjustment Meeting Minutes	June 8, 2023
Building/ Construction Monthly Report	July 2023
Green Team Advisory Committee	June 28, 2023
Library Advisory Committee Meeting Minutes	May 17, 2023
Mayor and Council Meeting Minutes	June 15, 2023
Police Department Activity Report	July 2023

#17: Letter of Resignation from Councilman Hayeck effective August 10, 2023; Recv'd 8/7/23, cc: M&C, JD, JS

CONSENT ITEMS

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

- R1: Authorizing POs over Allowed Threshold – ASL Group, LLC (*Island Landscaping*)
Draeger, Inc (*PD - Alcotest system*)
Flock Group, Inc (*PD – 5 license plate readers & install.*)
CMS Construction Inc (*Sidewalk improvements*)
Round Top Swim & Tennis Club (*camp registrations*)
C&V Paving Contractors - (*paving of Mobus Field lot*)
- R2: Authorizing Extension of Tax Grace Period for the Third Quarter Tax Payment of 2023
- R3: Authorizing a Contract for 2023 Payroll Services with Action Data Services in an Amount Not to Exceed \$20,000.00
- R4: Authorizing Participation in the LEAP Implementation Grant Application with Somerset County to Support Implementation of Shared Services
- R5: Amending Previously Authorized Shared Services Agreement with Somerset County for a Street Sweeping Storage Facility
- R6: Authorizing Appointment of Anthony Terrezza to the Board of Adjustment
- R7: Authorizing Bill List
- R8: Authorizing Final Payout of Accumulated Benefits for Andrew Hart

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

AUGUST 10, 2023- 7:30 P.M.

R9: Authorizing Field and Facility Permit Application for Flag Raising in Honor of Ukraine Independence

NON- CONSENT ITEMS

R10: Re-Appointing and Authorizing an Employment Contract with James Damato as Borough Administrator

R11: Authorizing a Shared Services Agreement with the Watchung Board of Education for the Provision of a School Resource Officer

R12: Authorizing the Appointment and Salary Adjustment of Recreation Coordinator, Damaris Quiñones-Gray

R13: Authorizing the Salary Adjustment of Elvia Horsfall

R14: Authorizing the Re-Appointment of Robert LaCosta as Construction Official

R15: Authorizing the Contract Expansion of Remington Vernick Engineers for the Rehabilitation of the Borough Bridge Library

R16: Authorizing a 3-Year Lease Agreement for Phillips Field with the Watchung Board of Education

R17: Authorizing a Revocable License Agreement for a Portion of 60 Sequoia Drive, Block 6908/ Lot 22

ORDINANCE OF FIRST READING

OR 23/13: AN ORDINANCE AUTHORIZING LAND EXCHANGE PURSUANT TO N.J.S.A. 40A:12-16 IN CONNECTION WITH THE PREVIOUSLY AUTHORIZED MOU WITH MAHA AT WATCHUNG, LLC

PUBLIC PORTION - GENERAL DISCUSSION

*Individuals commenting are limited to **3 minutes** per person. An Attorney will be given 5 minutes to present on behalf of a group.*

R18: Authorizing Executive Session to Discuss Contract Negotiations and Attorney-Client Privilege Matters

The Borough Council may take official action on those items discussed in executive session upon return to open session.

ADJOURNMENT

The next meeting of the Mayor and Council will be Thursday, September 7, 2023 at 7:30 P.M.

BOROUGH OF WATCHUNG
ORDINANCE: #23/12

An Ordinance to amend the Code of The Borough of Watchung CH. 5-12.76 et seq., Thereof, and to further amend, fix and determine the minimum and maximum salaries and compensation to be paid to certain employees.

BE IT RESOLVED, by the Mayor and Council of The Borough of Watchung, that CH. 5-12.76 et seq., the minimum and maximum base salaries and compensations to be paid to certain employess, be approved as follows:

<u>JOB TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Administrator	\$75,000.00	\$180,000 \$200,000
Borough Clerk	\$45,000.00	\$105,000.00
Deputy Clerk	\$40,000.00	\$67,000.00
Assistant Municipal Clerk	\$35,000.00	\$65,000.00
Mayor/Council Member	\$3,000.00	\$6,000.00
Chief Financial Officer / QPA / Technology Officer	\$40,000.00	\$133,000.00
Deputy Treasurer / Payroll & Benefits Manager	\$38,000.00	\$62,000.00
Administrative Assistant	\$34,500.00	\$62,000.00
Administrative Assistant / Finance	\$34,000.00	\$62,000.00
Administrative Assistant / Police Dept.	\$34,500.00	\$62,000.00
Administrative Assistant / TACO / Office Manager	\$35,000.00	\$75,000.00
Executive Assistant / IT Specialist	\$50,000.00	\$100,000.00
Registrar of Vital Statistics	\$400.00	\$1,200.00
Construction Code Official/ Building Subcode Official	\$25,000.00	\$55,000.00
Zoning Officer	\$10,000.00	\$25,000.00
Building Inspector	\$8,000.00	\$56,000.00
Fire Sub-Code Official	\$10,000.00	\$28,000.00
Plumbing Sub-Code Official	\$10,000.00	\$26,000.00
Electrical Sub-Code Official	\$10,000.00	\$27,000.00
Fire Official	\$18,000.00	\$42,000.00
OEM Coordinator	\$1,000.00	\$8,000.00
Engineer	\$55,000.00	\$98,000.00
Municipal Court Judge	\$32,000.00	\$95,000.00
Public Defender	\$6,000.00	\$25,000.00
Chief of Police	\$150,000.00	\$210,000.00
Police Captain	\$159,000.00	\$180,000.00
Secretary	\$30,000.00	\$62,000.00
Recreation Coordinator	\$6,000.00	\$20,000.00
Public Works Manager	\$60,000.00	\$130,000.00
Public Works Foreman	\$50,000.00	\$88,000.00
Public Works Driver / Operator Step 1	\$40,000.00	\$53,864.00
Public Works Driver / Operator Step 2	\$40,000.00	\$57,298.00
Public Works Driver / Operator Step 3	\$40,000.00	\$60,731.00
Public Works Driver / Operator Step 4	\$40,000.00	\$64,370.00
Public Works Driver / Operator Step 5	\$40,000.00	\$68,368.00
Public Works Driver / Operator Step 6	\$40,000.00	\$72,811.00
Public Works Driver / Operator Step 7	\$40,000.00	\$76,369.00
Public Works Driver / Operator Step 8	\$40,000.00	\$80,371.00

BOROUGH OF WATCHUNG
ORDINANCE: #23/12

Public Works Laborer / Driver Probationary		\$35,000.00	\$42,500.00
Public Works Laborer / Driver Step 1		\$40,000.00	\$47,909.00
Public Works Laborer / Driver Step 2		\$40,000.00	\$49,616.00
Public Works Laborer / Driver Step 3		\$40,000.00	\$53,690.00
Public Works Laborer / Driver Step 4		\$40,000.00	\$57,139.00
Public Works Laborer / Driver Step 5		\$40,000.00	\$60,472.00
Public Works Laborer / Driver Step 6		\$40,000.00	\$62,807.00
Public Works Laborer / Driver Step 7		\$40,000.00	\$67,255.00
Public Works Laborer / Driver Step 8		\$40,000.00	\$70,810.00
Building Maintenance Worker		\$5,200.00	\$8,135.00
Tax Assessor		\$35,000.00	\$72,000.00
Tax Collector		\$10,000.00	\$50,000.00
Tax Clerk		\$25,000.00	\$62,000.00
Part Time Tax Assessor Assistant			\$26.65
Seasonal/Temporary/Part Time Hourly Rate	Hourly Wage	\$15.00	\$50.00
Board/Commission Clerk	Hourly Wage	\$20.00	\$40.00
Temporary Inspector / Sub-Code Official	Hourly Wage		\$50.00
Night Subcode Inspection			\$300.00
Recreation Camp Counselors		\$15.00	\$20.00
Recreation Camp Director		\$27.00	\$32.00
Recreation Camp Assistant Director		\$25.00	\$30.00
OPRA Coordinator			\$2,563.00

Municipal Clerk

Ronald Jubin, Mayor

Introduced by: Fischer
Passed: July 13, 2023
Published: July 20, 2023
Adopted:

C: B. Hance,

**BOROUGH OF WATCHUNG
RESOLUTION: R1**

WHEREAS, Section 2-25.13 of the Code of the Borough of Watchung requires that contracts for purchases or services involving more than the authorized bid threshold 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: ASL Group, LLC, 21 Eaton Road, Watchung, NJ 07069
Item: Island landscaping
Total Price: \$7,500.00
Charged to: 2-01-610-201

Vendor: Draeger, Inc., PO Box 13369, Newark, NJ 07101
Item: PD - Alcotest system, 10-yr service agreement and accessories
Total Price: \$19,305.00
Charged to: 3-01-610-207

Vendor: Flock Group, Inc., 1170 Howell Mill Road, Suite 210, Atlanta, GA 30318
Item: PD-flock safety platform
Total Price: \$15,750.00
Charged to: 3-01-190-273

Vendor: CMS Construction, Inc. 521 North Avenue, Plainfield, NJ 07060
Item: Sidewalk Improvements
Total Price: \$31,930.00
Charged to: 2-01-610-201

Vendor: Round Top Swim and Tennis Club, 106 Mount Horeb Road, Warren, NJ 07059
Item: 6-week Camp Registrations
Total Price: \$13,660.00
Charged to: 3-01-245-202

Vendor: C&V Paving Contractors
Item: Paving of Mobus Field Lot
Total Price: \$17,900.00
Charged to: 2-01-610-201

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: AUGUST 10, 2023
INDEX: PURCHASING
C: B. HANCE

BOROUGH OF WATCHUNG

15 Mountain Boulevard

Watchung, NJ 07069

TEL (908)756-0080 FAX (908)757-7027

SHIP TO	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399
	VENDOR #:
VENDOR	ASL Group LLC 21 Eaton Road Operating Account: Watchung, NJ 07069

PURCHASE ORDERTHIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

NO.

23-00731

ORDER DATE: 07/11/23

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	Island landscaping	2-01- -610-201	7,500.0000	7,500.00
			TOTAL	7,500.00

CLAIMANT'S CERTIFICATION & DECLARATION 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. X VENDOR SIGN HERE OFFICIAL POSITION DATE TAX ID NO. OR SOCIAL SECURITY NO.	OFFICER'S CERTIFICATION 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. DEPT. HEAD DATE VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER & ITEMIZED BILLS TO: BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069	APPROVAL TO PURCHASE DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW. CFO/QPA COUNCIL APPROVAL CAN BE SEEN ON BILL LIST RESOLUTION
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**BOROUGH OF WATCHUNG
RESOLUTION: R2**

WHEREAS, the 2023 Municipal Budget was adopted on April 20, 2023;
and

WHEREAS, the State of New Jersey did not approve the budget in time for the Somerset County Tax Board to establish the 2023 Tax Rate in time for the August 1, 2023 due date as tax bills require payment twenty-five days after mailing of same.

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 hereby authorized to extend the grace period for the third quarter tax payment of 2023 to August 30, 2023, as per NJ State Statute provisions, with the fourth quarter tax payment remaining due on the established date of November 1, 2023.

BE IT FURTHER RESOLVED that the normal 10-day grace period for payments received after the due date, does not apply, as the grace period is already being extended.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: AUGUST 10, 2023
INDEX: FINANCE-MISC,
C: CFO, TAX CLERK,

BOROUGH OF WATCHUNG
RESOLUTION: R3

WHEREAS, the Local Finance Board of the State of New Jersey adopted formal rules regarding "Electronic Disbursement Controls for Payroll Purposes" in order to provide formal authority for local governments to hire third-party payroll services / disbursing services to disburse funds to payroll agencies: and

WHEREAS, in order to have a payroll servicer provide disbursement services, the governing body of the Borough of Watchung must formally approve the principle of third-party having access to Borough funds, formally assigning responsibility to an official to oversee the process and by approving all contracts or extensions.

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

1. The Borough of Watchung, County of Somerset, is authorized to use a payroll service to prepare payment documentation, take possession of Borough funds, and make such disbursement itself on behalf of the Borough.
2. The following payroll service providers shall be required to comply with these regulations;
 - a. Payroll service providers who use their own customized programming process to execute disbursement for the Borough.
 - b. Payroll service providers who use a third-party to execute disbursements for the Borough.
3. The appointment of a payroll service shall be pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and shall require the contractor to do the following, not by way of limitation, data collection, agency report preparation, calculation of withholding, direct deposit of payroll disbursements, and/or transfer of Borough funds to contractor's account for subsequent disbursement of payment.
4. The Chief Financial Officer is hereby appointed the approval officer and is responsible for authorizing and supervising the activities of the payroll service.
5. The payroll service is permitted to hold Borough funds pending transmittal to a payee.
6. A payroll service must meet all of the following requirements:
 - a. Report any irregularities that may indicate potential fraud, noncompliance with appropriate laws, dishonesty or gross incompetence on the part of approval officer.
 - b. Report circumstances that could jeopardize its ability to continue operations or otherwise interrupt the services provided to the Borough.

BOROUGH OF WATCHUNG
RESOLUTION: R3

- c. Meet the requirements of N.J.A.C. 5:30-17.5, requiring that the approval officer be assured that the servicer has its own internal controls and appropriately guard against theft and other adverse conditions.
- d. All contracts entered into pursuant to these regulations and the laws authorizing the same shall comply with the requirements of N.J.A.C. 5:30-17.6, which sets out a series of mandatory contractual terms and conditions.

BE IT FURTHER RESOLVED by the Mayor and Council of the Borough of Watchung that the contract for the 2023 payroll services be awarded to Action Data Services (ADS) in an amount not to exceed \$20,000.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: AUGUST 10, 2023
INDEX: FINANCE MISC.
C: W. HANCE

DRAFT

Action
Data
Services

17 Sherwood Lane
Fairfield, NJ 07004
(973)244-8989

July 25, 2023

The Borough of Watchung
15 Mountain Boulevard
Watchung, NJ 07069

Attn: Mr. William Hance

Dear Mr. Hance,

I appreciate the opportunity to offer this proposal for Payroll and Accounting services for your employees. Please allow this letter to amortize the agreement between Action Data Services, Inc. and the **Borough of Watchung** in providing these services to you. Included herewith is our proposed price schedule.

ADS is a payroll/tax specialist, with over 44 years of experience in the Municipal, Educational and Utility payroll fields. Our staff is dedicated to servicing our customers, providing them with prompt, accurate answers to payroll and tax questions. Our software is state of the art with the most recent tax and pension requirements issued from Trenton. We give you services that many of our competitors, including the larger ones, are unable to offer.

We furnish payroll services for approximately 35,000 employees, of which 20,000 are PERS, TPAF or PFRS employees. ADS also offers an unlimited number of payroll reports designed for payroll reporting.

We propose a two (2) year contract with a one year extension clause; this contract will have a commencement date of July 1, 2023 ending on June 30, 2025. If either party does not terminate this contract in writing ninety (90) days prior to the termination date, then this contract will renew for an additional one (1) year term, ending on June 30, 2026. Such Contract renewal shall be subject to the same terms as set forth herein.

The annual contract cost for Payroll and Tax service is outlined on the price menu page included. Options for additional services are also included.

ADS handles all correspondence or discrepancies, which may arise as well. We are not just your payroll service; we are your employees. We work for YOU! Our staff wants to make the business of processing your payroll and handling your Accounting needs as easy as possible for you. Service is as important to us as it is to our customers!

We at Action Data are looking forward to providing your organization with as complete a payroll, as you require. Please do not hesitate to contact me if there is anything you wish to discuss further.

Very truly yours,
Emma Rubino
Emma Rubino
Sales Associate
Action Data Services

Because Action Data Services (ADS) as a service transmits a file to the client's depository containing the direct deposit information of the client's employees, ADS must maintain compliancy to Section 2.2.1.2 of the NACHA Rule. Prior to ADS transmitting the above mentioned direct deposit NACHA file to the client's depository, a "ACH Initiation Agreement" between the ADS and the client must be signed and on file with ADS. Additionally any client that will utilize the direct debit service as a means of paying any payroll related obligation must sign a "Direct Debit Authorization Agreement", granting Action Data Services debit access to the appropriate client account(s).

By signing this contract, you the client warrant to ADS that you will comply with and be bound by the rules of the National Automated Clearing House Association (NACHA). You agree not to originate entries that violate the laws of the United States. **Ex. knowingly and willfully entering falsified payroll data into ADS's data entry system.** You offer the right of the ODFI/TPS to audit the Originator's compliance with the Origination Agreement and the NACHA Rules.

This contract has been awarded to Action Data Services based on the merits and abilities of the organization. The undersigned officer of Action Data Services does hereby attest that no controlling officers with a interest in excess of 10% of the company has made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of this contract that would affect their eligibility to perform this contract. Nor will they make a reportable contribution during the term of this contract to any political party, committee, or employee of the **Borough of Watchung** if a member of the political party/committee is serving an elective public office of the **Borough of Watchung**, when the contract is awarded.

Contract Term: The term of this Contract shall be for (24) months commencing on July 1, 2023 and ending on June 30, 2025.

If the information contained in this proposal is acceptable, please sign and return a copy for our files.

Borough of Watchung

Action Data Services



William J. Hance

Officer's Name

Officer's Name

Chief Financial Officer

Title

Title

07/25/2023

Date

Date

Price Menu (Annualized)
Discounts Applied to Totals

Per Pay Charges Annualized	
Base Charge	
Checks / Deposits	
Pre Test	
Check Stuffing and Signing	
Checks / Deposits	
Pre Test	
Check Stuffing and Signing	
New Hire	
New Hire Reporting	
Direct Deposit Per Pay	
Labor Cost Report Per Pay	
Labor Cost e-file Per Pay	
GTL UPDATES	
Report Package	
Tax Service	
Delivery Charge	
Total Per Pay Payroll Cost (Annual)	3,957.45
Quarterly Services (Non Tax)	
Quarterly Earnings Record	
Quarterly Special Pension Report	
Total Quarterly Services (Non Tax) Annual	235.60
Tax Service- Quarterly	
Quarterly State Wage Report WR30 (Hard Copy)	
Quarterly Tax Filing	
Quarterly WR 30 e-file	
Quarterly Taxable Report	
Total Tax Service- Annual	1,632.00
Tax Service- Year End	
Year End Taxable Report	
Year End Tax Filing	
Total Tax Service- Year End	960.00
W-2's	
W-2's 1 Proof Report	
W-2's 1 On CD	
W-2's A Forms (Price Per Form)	
W-2's A Forms Base Charge	
W-2's A Optional Data	
W-2's Stuffing	
W-2's e-file	
Envelopes \$0.34 each Billed separately from C&D	
Total W-2's	742.26
Year End Services (Non Tax)	
Year End Earnings Record	
Total Year End Services	111.25
Additional Optional Services	
Pension Service Per Pay	840.00
Pension Filing (Quarterly) Hourly Rate \$80.00	1,280.00
Credit Pension Reports (Credit)	(600.00)
Agency Service Per Pay	840.00
Agency Checks per check (Monthly)	180.00
Agency Postage per check (Monthly)	37.80
Bank Reconciliation (Monthly) Hourly Rate \$69.00	1,242.00
Trial Balance (Monthly) Hourly Rate \$100.00	1,200.00
Access Database "Historical RPT" (Annualized)	309.60
Monthly Service Update Fee (Annualized)	1,800.00
Total Cost for Additional Opt Serv Annualized	7,129.40
Proposed Services	
Payroll and Tax Service	7,638.56
Pension Service	3,706.00
Agency Service	1,462.69
Bank Rec / Trial Balance Service	Not Included
Access Data Base (Report Writer)	1,932.30
ACA Reporting	1,671.00
ESS (Employee Self Service)	2,281.75
Full Service Annual Fee	\$18,692.30

** PLEASE NOTE**

This proposal is an estimate of cost, the final annual fee may vary depending on actual employee/check count and services received

Why Choose ADS?

- As a tax specialist we literally sign your returns as your accountant. ADS staff in our Fairfield office prepares your taxes. Our competitors either assign this responsibility to a third party, or have the work performed out of state.
- ADS is the only service bureau in New Jersey recognized by the State to physically perform a pension filing and payment service. We are the only company who can supply audited, signature-ready State Pension Reports. Many of our competitors claim that "we can do it too". In fact, we offer a "Pension Guarantee" which states that if other service bureaus can prove that they have been performing these functions, we will give our client a free payroll service, for up to one year!
- Our Third Party Agency Service truly identifies us as the only Payroll/Accounting service in the market today! We have offered this service to Municipalities, Boards and Utilities for more than fifteen years. We are constantly revising and introducing new ideas to keep abreast of your auditor's requirements. To conclude, we enter all payments into our EXCLUSIVE Trial Balance Sheet allowing an automatic audit trail of all activities in an easy to read format.
- As accountants, we perform a complete Bank Reconciliation, which includes a review of the complexity of what is required regarding the accomplishment of full reconciliation of all pertinent bank records. We reconcile the payroll against the actual payroll records, and then compare the results to your bank statements.

Here are several other good reasons to choose ADS.

- The government payroll market (Municipalities, Boards and Utilities) makes up our mainstream clientele. Unlike any of our competitors, these clients represent over 80% of our total.
- We offer the flexibility in developing solutions to your problems. You will not have to settle to be the square peg that must fit into the round hole!
- We truly offer "old fashioned" Customer Service. All aspects of interfacing with our customers are accomplished on a personalized level. If there is a problem, we will be there to help!

When all is totaled, Payroll, Pensions, Taxes, Agency, and Customer Service, we believe that it becomes abundantly clear why we call ourselves **SPECIALISTS**.

The true value of who Action Data is and what we can do is generally best recognized by those Administrators and CFO's who have the experience and knowledge to challenge their objectives and demand more from what they are currently receiving. If you are looking for just another Payroll Company, we can mimic what our competitors do, but you would be missing out in discovering why we have no equals in our market. When we deal with intelligent people who have the ability to recognize who we are and what we can do, we end up with a new client, as well as a new friend.

**ACTION DATA SERVICES
REFERENCES**

(Additional references available upon request)

Borough of Paramus
Paramus, New Jersey

Sheri Luna
(201)265-2100

Borough of Neptune City
Neptune, New Jersey

William Antonides
(732)776-7224

Borough of Brielle
Brielle, New Jersey

Denise Murphy
(732)528-6600

Borough of Cliffside Park
Cliffside Park, New Jersey

Frank Berardo
(201) 313-2054

Borough of Elmwood Park
Elmwood Park, New Jersey

Roy Riggitano
(201)796-1457

Kearny Board of Education
Kearny, New Jersey

Juan Faciolince
(201)955-5004

North Jersey District Water
Supply Commission
Wanaque, New Jersey

Michael Broncatello
(973)831-6225

Township of Bedminster
Bedminster, New Jersey

Debra Stern
(908)212-7000

Township of Fairfield
Fairfield, NJ

John McCluskey
(973)882-2744

Borough of Waldwick
Waldwick, New Jersey

Colleen Ennis
(201)652-5300

Borough of Harrington Park
Harrington Park, NJ

Kunjesh Trivedi
(201) 768-8185

Moonachie Board of Education
Moonachie, NJ 07074

Laurel Spadavecchia
(201)641-5833

**BOROUGH OF WATCHUNG:
RESOLUTION: R4**

**PARTICIPANT'S RESOLUTION
LEAP IMPLEMENTATION GRANT**

WHEREAS, the State of New Jersey has appropriated \$10 million for Shared Services and School District Consolidation Study and Implementation Grants to assist local units with the study, development, and implementation of new shared and regional services; and

WHEREAS, the Department of Community Affairs, Division of Local Government Services (DLGS) is tasked with administering these grant funds through the Local Efficiency Achievement Program (LEAP); and

WHEREAS, LEAP Implementation Grants exist to support costs associated with shared service implementation to ensure that meaningful, efficiency generating initiatives are not hindered by short term transitional expenses; and

WHEREAS, Somerset County and the Borough of Watchung propose to enter into a shared services agreement, but face certain expenses associated with implementation that present a burden to the local units; and

WHEREAS, the purpose of this shared services agreement is to construct a street sweeping collection facility which will benefit the residents of all participating local units; and

WHEREAS, Somerset County has agreed to be the lead agency in this program and will submit the application to DLGS on behalf of all participating units; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Watchung, that Watchung does hereby join with Somerset County in applying for a LEAP Implementation Grant in the amount of \$400,000 to support implementation of this shared service.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: AUGUST 10, 2023
INDEX: FINANCE-MISC, ROADS
C: B. HANCE, DPW,

CERTIFICATION

I, _____, Municipal Clerk of the Borough of Watchung in the County of Somerset, and the State of New Jersey do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Municipal Council at its meeting of August 10, 2023.

Edith G. Gil, RMC

BOROUGH OF WATCHUNG
RESOLUTION: R5

***AMENDING THE PREVIOUSLY AUTHORIZED SHARED SERVICES
AGREEMENT WITH COUNTY OF SOMERSET FOR THE USE OF A STREET
SWEEPING STORAGE FACILITY***

WHEREAS, the Governing Body of the Borough of Watchung previously authorized a shared services agreement under the Uniform Shared Services and Consolidated Act, N.J.S.A. 40A:65-1, et seq., with the County of Somerset via R9 adopted on June 15, 2023; and

WHEREAS, in order for the County of Somerset to apply for a LEAP Implementation Grant with the Department of Community Affairs a term was necessary to incorporate onto the previously authorized agreement; and

WHEREAS, the Borough of Watchung is still desirous of entering into a Shared Services Agreement with the County of Somerset whereby the Borough may access the County's Street sweeping facility and pay a unit price for disposal in accordance with a fee schedule set by the County for a period of five years.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey that is hereby authorizes the Mayor and the Borough Clerk to execute any and all documents necessary to effectuate this Shared Services Agreement with the County of Somerset in a final form acceptable to the Mayor, Borough Administrator and Legal Counsel.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: AUGUST 10, 2023
INDEX: AWARDS, FINANCE-MISC,
C: FINANCE, DPW

**SOMERSET COUNTY
DEPARTMENT OF PUBLIC WORKS
SHARED SERVICES AGREEMENT WITH THE BOROUGH OF WATCHUNG FOR
USE OF A STREET SWEEPING STORAGE FACILITY**

THIS AGREEMENT, made this ____ day of August, 2023, between the Borough of Watchung, located at 15 Mountain Boulevard, Watchung, NJ 07069 hereinafter referred to as MUNICIPALITY and the COUNTY OF SOMERSET, located at Administration Building, 20 Grove Street, PO Box 3000, Somerville, New Jersey 08876, hereinafter referred to as COUNTY,

WITNESS THAT:

WHEREAS, the County of Somerset has agreed to construct and operate a street sweeping storage facility at 410 Roycefield Road, Hillsborough, NJ 08844; and

WHEREAS, the MUNICIPALITY has expressed a willingness to enter into a shared services agreement with the COUNTY to utilize the street sweeping facility and pay a unit price for disposal; and

WHEREAS, the Board of County Commissioners of the County of Somerset, has determined that it is in the COUNTY'S best interest to enter into this Agreement;

NOW, THEREFORE, in consideration of the covenants contained herein, and pursuant to all applicable federal, state and local laws and ordinances, the COUNTY and MUNICIPALITY agree as follows:

1. The COUNTY will be responsible for the construction and operation of the street sweeping facility.
2. The term of this Agreement shall be for a period of five (5) years and will remain in place for the full term of the agreement.
3. The street sweeping facility and operations pertaining thereto shall be made available by the COUNTY to the MUNICIPALITY in accordance with a fee schedule to be adopted by the COUNTY. The COUNTY shall bill the MUNICIPALITY a unit price for disposal in accordance with the adopted fee schedule. Nothing in this Agreement shall require the MUNICIPALITY to use the COUNTY street sweeping facility.
4. The MUNICIPALITY shall defend, indemnify, protect and save harmless the COUNTY and its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind of nature arising out of or claimed to arise out of the performance of any services, actions, or operations in connection with the agreement of any breach or default of this agreement by the MUNICIPALITY.
5. The MUNICIPALITY shall provide the necessary resolution authorizing it to enter into this Agreement.

**SOMERSET COUNTY
DEPARTMENT OF PUBLIC WORKS
SHARED SERVICES AGREEMENT WITH THE BOROUGH OF WATCHUNG FOR
USE OF A STREET SWEEPING STORAGE FACILITY**

6. This Agreement shall not become binding on any party until it is fully executed by the SOMERSET COUNTY BOARD OF COUNTY COMMISSIONERS designee.

IN WITNESS THEREOF, the said MUNICIPALITY has caused this Agreement to be signed and attested by their proper officers, its seal to be hereunto affixed and attested on the day and year first above written, and the County of Somerset has caused same to be signed by its Board of County Commissioners of their duly authorized representative in accordance with the provisions of the existing statutes, attested by the Clerk of the Board of County Commissioners and the Seal of the County of Somerset to her hereunder affixed.

**COUNTY OF SOMERSET
BOARD OF COUNTY COMMISSIONERS**

ATTEST:

Kelly L. Mager, Clerk of the Board

AUTHORIZED:

Shanel Y. Robinson, Director

BOROUGH OF WATCHUNG

ATTEST:

Edith G. Gil, Borough Clerk

AUTHORIZED:

Ronald Jubin, Ph.D., Mayor

**BOROUGH OF WATCHUNG
RESOLUTION: R6**

WHEREAS, Mayor Ronald Jubin has recommended the appointment of the individual for the term as listed below.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Watchung, County of Somerset, State of New Jersey that the following appointment is hereby confirmed:

BOARD OF ADJUSTMENT

Anthony Terrezza II, Alternate #1

TERM

Ending on August 9, 2025

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: AUGUST 10, 2023
INDEX: APPOINTMENTS
C: T.V.,



Application for Boards & Commissions

The Borough is looking for residents who are willing to work on our volunteer boards. Please let us know if you would have an interest in serving by mailing in the form below to the Municipal Building. You can also access this form on the Borough website www.watchungnj.gov and send it via email to volunteerform@watchungnj.gov

Please send this completed form to:

Borough Clerk
Borough of Watchung
15 Mountain Boulevard
Watchung, NJ 07069

Name: ANTHONY TERREZZA II

Home Address: [REDACTED] WATCHUNG NJ 07069

Home Phone: [REDACTED] Mobile Phone: [REDACTED] Email: [REDACTED]@GMAIL.COM

Profession or Position: EXECUTIVE

Employer Name: MAXON AUTO GROUP

Check those that interest you:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Board of Health | <input type="checkbox"/> Community Emergency Response Team CERT |
| <input type="checkbox"/> Environmental Commission | <input type="checkbox"/> Green Team | <input type="checkbox"/> Historical Committee |
| <input type="checkbox"/> Library Advisory | <input type="checkbox"/> Planning Board | <input type="checkbox"/> Recreation Commission |
| <input type="checkbox"/> Traffic & Beautification | <input type="checkbox"/> Wildlife Management Advisory Committee | <input type="checkbox"/> Youth Services Commission |
| <input type="checkbox"/> Other | | |

I have the following experience, skills, talents or special interests:

Randolph Township NJ Board of Adjustment 6 years 4 as Vice Chairman
Randolph Township NJ Environmental Committee
Randolph Township NJ Traffic Committee
Randolph Township NJ Parks Committee
Randolph Township NJ Recreation Sub Committee
Morris County NJ County Committee Member District 17 Randolph Township 8 years
Randolph Township Republican Club VP & President 8 years

**BOROUGH OF WATCHUNG
RESOLUTION :R7**

BE IT RESOLVED, by the Mayor and Council of the Borough of Watchung,
that the Borough Treasurer be, and is hereby directed to pay bills in the amount of
\$5,215,810.09 per the attached bill list.

Freddie Hayeck

Curt Dahl

Paul Fischer

Paolo Marano

Christine Ead, Council President

Sonia Abi Habib

William J. Hance, CFO

Ronald Jubin, Mayor

James Damato, Administrator

Date: August 10, 2023
Index: Finance
C: Finance

August 5, 2023
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BOROUGH OF WATCHUNG
Check Register By Check Date

Page No: 1

Range of Checking Accts: AFFORD HOUSING to WIRE TRANSFER Range of Check Dates: 07/08/23 to 08/10/23
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
CURRENT FUND Investors Bank Current Fund							
40511	07/14/23	ACCSESNJ ACCSES New Jersey, Inc.					5681
23-00262	8	June cleaning	4,740.62	3-01- -155-272 Janitorial & Laundry Serv.	Budget		13 1
40512	07/14/23	ADS Action Data Services					5681
23-00023	17	payroll processing	466.91	3-01- -130-281 Prof. & Contr. Services-Other	Budget		11 1
40513	07/14/23	AGARG ANKUR GARG					5681
23-00727	1	REFUND	750.00	3-01- -245-202 Summer Camp	Budget		22 1
40514	07/14/23	AMAZ Amazon Capital Services, Inc					5681
23-00721	1	CAMP CRAFT SUPPLIES	54.99	3-01- -245-202 Summer Camp	Budget		19 1
40515	07/14/23	ASCARANO Angelo Scarano Inc.					5681
23-00722	1	TEMPORARY RESTROOM JULY	125.00	3-01- -245-265 Misc. Rental Costs	Budget		20 1
40516	07/14/23	ASILVA ANDRE SILVA					5681
23-00728	1	CANCELLATION REFUND	200.00	3-01- -245-202 Summer Camp	Budget		23 1
40517	07/14/23	ATT A T & T					5681
23-00732	1	July Payment	45.76	3-01- -283-459 Telephone	Budget		24 1
40518	07/14/23	AVENINO ASHLEY VENINO					5681
23-00726	1	CANCELLATION REFUND	300.00	3-01- -245-202 Summer Camp	Budget		21 1
40519	07/14/23	GFG GRAY'S FLORIST & GREENHOUSE					5681
23-00672	1	Award - Sondra Fechtner	70.00	3-01- -110-278 Community Relations	Budget		16 1
23-00673	1	Sympathy - Neiss Family	135.00	3-01- -110-278 Community Relations	Budget		17 1
			205.00				
40520	07/14/23	HANCE WILLIAM HANCE					5681
23-00007	23	headphone extension cable	6.71	3-01- -120-227 Office Supplies & Materials	Budget		2 1
40521	07/14/23	MYDOORSI SMART SIGN					5681
23-00663	1	DO NOT WALK ON DAM SIGN	68.26	3-01- -205-245 Signs	Budget		15 1

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BOROUGH OF WATCHUNG
Check Register By Check Date

Page No: 2

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							
40522	07/14/23	NAPPE ANTHONY NAPPE					5681
23-00716	1	REIMBURSEMENT - WATER BOTTLES	18.98	3-01- -155-232 General Supplies	Budget		18 1
40523	07/14/23	PARSA P.A.R.S.A.					5681
23-00009	7	3rd qtr 23 services	134,132.19	3-01- -450-201 PARSA	Budget		3 1
23-00009	8	management fees	3,000.00	3-01- -450-201 PARSA	Budget		4 1
			137,132.19				
40524	07/14/23	REMINGTO Remington & Vernick Engineers					5681
23-00016	83	storm culverts	850.00	2-01- -610-201 Infrastructure Improvements	Budget		9 1
23-00016	84	general engineering	22,034.30	2-01- -610-201 Infrastructure Improvements	Budget		10 1
23-00557	3	2023 Roadway Improvements	7,170.57	3-01- -610-201 Infrastructure Improvements	Budget		14 1
			30,054.87				
40525	07/14/23	SAVOSCHA Savo, Schalk, Corsini, Warner					5681
23-00006	25	general BOA June	192.50	3-01- -165-281 Prof. & Cons. Servs. Other	Budget		1 1
40526	07/14/23	SCIA Somerset County Improv Auth					5681
23-00734	1	Pooled Bond Program Fees	2,840.10	3-01- -130-281 Prof. & Contr. Services-Other	Budget		25 1
40527	07/14/23	TOSHIBA Toshiba Financial Services					5681
23-00015	26	copier lease	1,561.61	3-01- -120-228 Photocopy Expense	Budget		5 1
23-00015	27	copier lease	976.74	3-01- -120-228 Photocopy Expense	Budget		6 1
23-00015	28	copier lease	140.25	3-01- -120-228 Photocopy Expense	Budget		7 1
23-00015	29	copier lease	1,959.97	3-01- -120-228 Photocopy Expense	Budget		8 1
			4,638.47				
40528	07/14/23	VERFLEET Verizon - Connect NWF, Inc.					5681
23-00051	8	Monthly GPS for Patrol	307.04	3-01- -190-268 Communications Equip. Serv.	Budget		12 1
444	07/30/23	USBANKNA NJEIT c/o US Bank Nat. Assoc.					5682
23-00033	4	loan payments 2014 NJEIT	18,337.50	3-01- -686-201 NJEIT LOAN PRINCIPAL & INTEREST	Budget		1 1
23-00033	5	loan payments 2014 NJEIT	31,000.23	3-01- -686-201 NJEIT LOAN PRINCIPAL & INTEREST	Budget		2 1
23-00033	6	loan payments 2014 NJEIT	450.00	3-01- -150-281 Prof. & Cons. Serv. Other	Budget		3 1
			49,787.73				

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BOROUGH OF WATCHUNG
Check Register By Check Date

Page No: 3

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							
445	07/30/23	CLEARFLY Clearfly					5682
23-00019	7	telephone service	367.94	3-01- -283-459 Telephone	Budget		4 1
446	07/30/23	PERS State of New Jersey					5682
23-00018	13	July retired	69,073.14	3-01- -175-393 Health Benefits Plan	Budget		6 1
23-00018	14	July active	97,208.70	3-01- -175-393 Health Benefits Plan	Budget		5 1
			166,281.84				
447	07/31/23	WAT06 WATCHUNG BOROUGH DEV. ESCROW					5685
23-00769	1	escrow deposit	1,450.00	3-01- -917-999 DUE TO ESCROW ACCOUNT	Budget		1 1
448	07/31/23	WAT01 WATCHUNG BORO. PAYROLL ACCT.					5685
23-00733	1	Watchung Boro Payroll	1,208.33	3-01- -165-111 Salary & Wage	Budget		2 1
23-00733	2	Watchung Boro Payroll	350.74	3-01- -200-111 Salary & Wage	Budget		3 1
23-00733	3	Watchung Boro Payroll	7,986.00	3-01- -245-111 Salary & Wage	Budget		4 1
23-00733	4	Watchung Boro Payroll	958.08	3-01- -255-111 Salary & Wage	Budget		5 1
23-00733	5	Watchung Boro Payroll	875.00	3-01- -110-111 Salary & Wage	Budget		6 1
23-00733	6	Watchung Boro Payroll	12,442.18	3-01- -115-111 Salary & Wage	Budget		7 1
23-00733	7	Watchung Boro Payroll	10,076.93	3-01- -120-111 Salary & Wage	Budget		8 1
23-00733	8	Watchung Boro Payroll	11,944.01	3-01- -130-111 Salary & Wage	Budget		9 1
23-00733	9	Watchung Boro Payroll	5,265.84	3-01- -135-111 Salary & Wage	Budget		10 1
23-00733	10	Watchung Boro Payroll	3,036.45	3-01- -140-111 Salary & Wage	Budget		11 1
23-00733	11	Watchung Boro Payroll	3,190.30	3-01- -150-111 Salary & Wages	Budget		12 1
23-00733	12	Watchung Boro Payroll	19,193.61	3-01- -205-111 Salary & Wage	Budget		13 1
23-00733	13	Watchung Boro Payroll	474.96	3-01- -205-112 Overtime	Budget		14 1
23-00733	14	Watchung Boro Payroll	1,931.69	3-01- -187-111 Salary & Wage	Budget		15 1
23-00733	15	Watchung Boro Payroll	158,538.26	3-01- -190-111 Salary & Wage	Budget		16 1
23-00733	16	Watchung Boro Payroll	4,448.00	3-01- -190-112 Overtime	Budget		17 1
23-00733	17	Watchung Boro Payroll	1,902.00	3-01- -190-111 Salary & Wage	Budget		18 1
23-00733	18	Watchung Boro Payroll	1,907.78	3-01- -190-112 Overtime	Budget		19 1

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BOROUGH OF WATCHUNG
Check Register By Check Date

Page No: 4

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									
448 WATCHUNG BORO. PAYROLL ACCT. Continued									
23-00733	19	Watchung Boro Payroll	1,250.00	3-01- -175-401	Budget		20	1	
				Health Insurance Waiver					
23-00733	20	Watchung Boro Payroll	14,680.04	3-01- -205-111	Budget		21	1	
				Salary & Wage					
23-00733	21	Watchung Boro Payroll	145.88	3-01- -205-112	Budget		22	1	
				Overtime					
23-00733	22	Watchung Boro Payroll	11,472.32	3-01- -250-111	Budget		23	1	
				Salary & Wage					
23-00733	23	Watchung Boro Payroll	1,341.83	3-01- -265-111	Budget		24	1	
				Salary & Wage					
23-00733	24	Watchung Boro Payroll	2,751.66	3-01- -405-111	Budget		25	1	
				Salary & Wage					
23-00733	25	Watchung Boro Payroll	12,044.74	3-01- -310-218	Budget		26	1	
				Social Security / Medicare					
23-00733	26	Watchung Boro Payroll	52.88	3-01- -307-283	Budget		27	1	
				DCRP					
			289,469.51						
Checking Account Totals									
		Paid	Void	Amount Paid	Amount Void				
	Checks:	23	0	689,504.42	0.00				
	Direct Deposit:	0	0	0.00	0.00				
	Total:	23	0	689,504.42	0.00				
PNC OTHER ESC Investors Savings Other Escrow									
145 07/31/23 WAT01 WATCHUNG BORO. PAYROLL ACCT.									
23-00767	1	Watchung Boro PD Payroll	17,595.00	T-93- -100-5ED	Budget		5684	1	1
				Extra Duty Solutions Funds					
Checking Account Totals									
		Paid	Void	Amount Paid	Amount Void				
	Checks:	1	0	17,595.00	0.00				
	Direct Deposit:	0	0	0.00	0.00				
	Total:	1	0	17,595.00	0.00				
WCF Watchung Community Foundation									
162 07/31/23 HANCE WILLIAM HANCE									
23-00007	24	WCF registration fees	110.00	W-99- -100-101	Budget		5683	1	1
				Tennis Courts					
Checking Account Totals									
		Paid	Void	Amount Paid	Amount Void				
	Checks:	1	0	110.00	0.00				
	Direct Deposit:	0	0	0.00	0.00				
	Total:	1	0	110.00	0.00				
Report Totals									
		Paid	Void	Amount Paid	Amount Void				
	Checks:	25	0	707,209.42	0.00				
	Direct Deposit:	0	0	0.00	0.00				
	Total:	25	0	707,209.42	0.00				

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	2-01	22,884.30	0.00	0.00	22,884.30
Current Fund	3-01	666,620.12	0.00	0.00	666,620.12
	T-93	17,595.00	0.00	0.00	17,595.00
	W-99	110.00	0.00	0.00	110.00
Total of All Funds:		707,209.42	0.00	0.00	707,209.42

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BOROUGH OF WATCHUNG
Purchase Order Listing By P.O. Number

Page No: 1

P.O. Type: All Include Project Line Items: Yes Open: N Paid: N Void: N
 Range: First to Last Rcvd: N Held: N Aprv: Y
 Format: Detail without Line Item Notes First Enc Date Range: First to 12/31/23 Bid: Y State: Y Other: Y Exempt: Y
 Vendors: All Include Non-Budgeted: Y
 Rcvd Batch Id Range: First to Last

PO #	PO Date	Vendor	Amount	Charge Account	Contract PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
Item Description					Acct Type Description					
22-00826 07/14/22 CGPH CGP&H					B					
10 affordable housing admin agent			203.00	H-06- -100-101	B Affordable Housing Trust Fund	A	08/23/22	07/31/23		47601
23-00001 01/04/23 WBBOE WATCHUNG BOROUGH BOARD OF ED										
9 school taxes September			1,252,343.00	3-01- -901-999	B WAT BD OF ED TAXES PAYABLE	A	08/01/23	08/01/23		
23-00002 01/04/23 WHRHS WATCHUNG HILLS REG.HIGH SCHOOL										
9 school taxes September			703,580.00	3-01- -902-999	B WHRHS TAXES PAYABLE	A	08/01/23	08/01/23		
23-00003 01/04/23 MARMIC Marmic Associates										
26 July proactive maintenance			990.00	3-01- -115-233	B Computer Expenses	A	08/02/23	08/02/23		43279
27 July cloud backup			200.00	3-01- -115-233	B Computer Expenses	A	08/02/23	08/02/23		
28 July services			3,937.50	3-01- -115-233	B Computer Expenses	A	08/02/23	08/02/23		
			5,127.50							
23-00005 01/04/23 LINNU FRANCIS P LINNUS ESQ										
24 Bonnie Burn Road			313.50	E-PB19-01	P Bonnie Burn Road Redevelopment	A	08/01/23	08/01/23		
25 Learning Experience lawsuit			264.00	3-01- -165-281	B Prof. & Cons. Servs. Other	A	08/01/23	08/01/23		
26 planning board general July			222.75	3-01- -165-281	B Prof. & Cons. Servs. Other	A	08/01/23	08/01/23		
			800.25							
23-00006 01/04/23 SAVOSCHA Savo,Schalk,Corsini,warner										
26 legal services			262.50	E-BA23-03	P 109 Wildwood Terrace	A	08/01/23	08/01/23		18199
27 legal services			262.50	3-01- -165-281	B Prof. & Cons. Servs. Other	A	08/01/23	08/01/23		17510
28 legal services			1,330.00	E-BA22-06	P 55 Jared Court BA22-06	A	08/01/23	08/01/23		18198
			1,855.00							
23-00007 01/04/23 HANCE WILLIAM HANCE										
25 LegalZoom subscription			249.00	3-01- -110-278	B Community Relations	A	08/02/23	08/02/23		
26 web forwarding .com			41.97	3-01- -115-233	B Computer Expenses	A	08/02/23	08/02/23		
27 onstar for Chevy Bolt			85.28	3-01- -250-267	B Office Furniture & Equip. Srv.	A	08/02/23	08/02/23		
			376.25							

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BOROUGH OF WATCHUNG
Purchase Order Listing By P.O. Number

Page No: 2

PO #	PO Date	Vendor	Amount	Charge Account	Contract PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
23-00014	01/04/23	TOSHI TOSHIBA BUSINESS SOLUTIONS								
19	Efax service		44.84	3-01- -283-459	B Telephone	A	07/31/23	07/31/23		5806048
23-00016	01/04/23	REMGTO Remington & Vernick Engineers								
85	engineering review fee		100.00	E-E20-109	P 15 Glen Eagle Drive	A	07/31/23	07/31/23		1821u002-6
86	engineering review fee		50.00	E-E23-0148	P 808 Valley Road GCP-23-00148	A	07/31/23	07/31/23		1821u002-6
87	engineering review fee		100.00	E-E22-0146	P 41 Upper Drive	A	07/31/23	07/31/23		1821u002-6
88	engineering review fee		100.00	E-E22-0146	P 41 Upper Drive	A	07/31/23	07/31/23		1821u002-6
89	engineering review fee		345.97	E-E19-103	P 165 Parlin Lane E19-103	A	07/31/23	07/31/23		1821u002-6
90	engineering review fee		250.00	E-E23-0148	P 808 Valley Road GCP-23-00148	A	07/31/23	07/31/23		1821u002-6
91	engineering review fee		404.03	E-E23-0149	P 6 Ridge Road gcp23-00149	A	07/31/23	07/31/23		1821u002-6
92	engineering review fee		190.88	E-E19-096	P 1640 Route 22 E19-096	A	07/31/23	07/31/23		1821u002-6
93	engineering review fee		109.12	E-E20-156	P 1662 US Route 22 Urgent Care	A	07/31/23	07/31/23		1821u002-6
94	engineering review fee		150.00	E-E22-0277	P 127 Sunlit Drive GCP-22-00277	A	07/31/23	07/31/23		1821u002-6
95	engineering review fee		150.00	E-E23-108	P 213 Hillcrest Road	A	07/31/23	07/31/23		1821u002-6
96	engineering review fee		150.00	E-E23-0149	P 6 Ridge Road gcp23-00149	A	07/31/23	07/31/23		1821u002-6
97	engineering review fee		150.00	E-E20-156	P 1662 US Route 22 Urgent Care	A	07/31/23	07/31/23		1821u002-6
			2,250.00							
23-00022	01/05/23	BRIGHTVI Bright View Engineering, LLC								
23	Bonnie Burn Road		1,190.00	E-PB19-01	P Bonnie Burn Road Redevelopment	A	08/01/23	08/01/23		212601-26
24	engineering services		765.00	E-PB22-01	P 1701 Rt 22 Shop Rite	A	08/01/23	08/01/23		212604-11
			1,955.00							
23-00023	01/05/23	ADS Action Data Services								
18	payroll processing		335.99	3-01- -130-281	B Prof. & Contr. Services-Other	A	08/01/23	08/01/23		83731
23-00024	01/05/23	SOM10 SOMERSET C'TY TAXES								
3	3rd qtr 2023 services		1,566,327.69	3-01- -907-999	B COUNTY TAXES PAYABLE	A	07/31/23	07/31/23		
23-00025	01/05/23	SOM13 SOMERSET C'TY LIBRARY TAX								
3	county library taxes 3rd qtr		210,791.97	3-01- -908-999	B COUNTY LIBRARY TAXES PAYABLE	A	07/31/23	07/31/23		
23-00026	01/05/23	SOM14 SOMERSET C'TY OPEN SPACE TAX								
3	county open space tax 3rd qtr		160,562.75	3-01- -909-999	B COUNTY OPEN SPACE TAX PAYABLE	A	07/31/23	07/31/23		
4	county open space tax 4th qtr		160,562.75	3-01- -909-999	B COUNTY OPEN SPACE TAX PAYABLE	A	07/31/23	07/31/23		
			321,125.50							

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23-00027	01/05/23	GREAT Great America Financial Serv.								
		7 folder / stuffer machine	394.90	3-01- -130-281	B Prof. & Contr. Services-Other	A	08/01/23	08/01/23		34442331
23-00043	01/09/23	ACDAUGHT AC DAUGHTRY SECURITY SYSTEMS								
		6 SECURITY/FIRE SYSTEM MONITOR	359.85	3-01- -155-273	B Bldg.-Other Contracted Serv.	A	08/01/23	08/01/23		3728795
23-00048	01/09/23	AOC ALLIED OIL, LLC								
		33 diesel 6/29 300 gal @ \$2.6308	791.35	3-01- -283-751	B Motor Fuels	A	08/01/23	08/01/23		
		34 unleaded 7/6 563.3 gal@\$2.61	1,473.84	3-01- -283-751	B Motor Fuels	A	08/01/23	08/01/23		
		35 unleaded 1110gal @\$2.6811	2,983.17	3-01- -283-751	B Motor Fuels	A	08/01/23	08/01/23		
			5,248.36							
23-00049	01/09/23	COMMS COMMUNICATIONS SPECIALISTS			B					
		7 Monthly Radio/Lighting Repairs	75.00	3-01- -190-268	B Communications Equip. Serv.	A	04/19/23	08/02/23		43411
		8 Monthly Radio/Lighting Repairs	254.00	3-01- -190-268	B Communications Equip. Serv.	A	04/19/23	08/02/23		43439
			329.00							
23-00050	01/09/23	DEER ReadyRefresh by Nestle			B					
		11 Monthly Drinking Water	191.89	3-01- -155-283	B Bldg. - Unclassified	A	07/31/23	07/31/23		1360432262889
23-00053	01/09/23	UPS THE UPS STORE			B					
		9 Shipping Charges for PD	40.21	3-01- -190-257	B Postage	A	05/09/23	08/02/23		1Z858E6F0121623
23-00054	01/09/23	APPROVED APPROVED FIRE PROTECTION								
		5 2023 EXTINGUISHERS INSPECTION	980.18	3-01- -155-273	B Bldg.-Other Contracted Serv.	A	08/01/23	08/01/23		JB00082931
23-00070	01/09/23	EMPIRESU SITEONE LANDSCAPE SUPPLY, LLC								
		2 2023 DPW SUPPLIES	49.31	3-01- -205-246	B Equipment & Machinery Parts	A	08/01/23	08/01/23		132199039-001
		3 2023 DPW SUPPLIES	98.50	3-01- -205-246	B Equipment & Machinery Parts	A	08/01/23	08/01/23		132210913-001
		4 2023 DPW SUPPLIES	116.43	3-01- -205-246	B Equipment & Machinery Parts	A	08/01/23	08/01/23		132770972-001
			264.24							
23-00076	01/09/23	GLS GROVE LOCK & SAFE CO.								
		4 2023 DPW REPAIR/MAINTENANCE	126.05	3-01- -155-273	B Bldg.-Other Contracted Serv.	A	08/01/23	08/01/23		2704
23-00079	01/09/23	HODE2 HOME DEPOT CREDIT SERVICES								
		8 2023 DPW PURCHASES	3,602.22	3-01- -205-244	B Hardware and Minor Tools	A	08/01/23	08/01/23		AUG 2023

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23-00080	01/09/23	HOMED HOME DEPOT CREDIT SERVICES								
1	2023	FIRE DEPT. PURCHASES	192.61	3-01- -185-246	B Equip. & Machinery Parts	A	01/09/23	07/31/23		4521522
2	2023	FIRE DEPT. PURCHASES	268.97	3-01- -185-246	B Equip. & Machinery Parts	A	07/31/23	07/31/23		7810065
3	2023	FIRE DEPT. PURCHASES	459.00	3-01- -185-246	B Equip. & Machinery Parts	A	07/31/23	07/31/23		8911912
			920.58							
23-00082	01/09/23	JSSP JOHNSTONE SUPPLY- S.PLAINFIELD								
9	2023	DPW PURCHASES/SUPPLIES	174.47	3-01- -155-284	B HVAC Repairs	A	08/01/23	08/01/23		55793412.001
23-00087	01/09/23	MPOVERHE MP OVERHEAD DOORS								
1	2023	DPW MAINTENANCE/REPAIRS	958.24	3-01- -155-266	B Building Repair & Maintenance	A	01/09/23	08/01/23		6356
23-00090	01/09/23	NAPCO NAPCO COPY GRAPHICS CENTER								
2	HP DESIGN	JET XL-3600 MFP	389.84	3-01- -150-228	B Photocopy Expense	A	08/01/23	08/01/23		E00450253
23-00092	01/09/23	PACIFIC PACIFIC LAWN SPRINKLERS								
1	2023	SPRINKLER REPAIRS	1,255.00	3-01- -155-266	B Building Repair & Maintenance	A	01/09/23	08/02/23		1313063
23-00093	01/09/23	PINTO PINTO BROTHERS								
6	2023	8-YD ROLL-OFF CONTAINER	364.25	3-01- -155-273	B Bldg.-Other Contracted Serv.	A	08/01/23	08/01/23		540115275
23-00096	01/09/23	RAP READ AUTO PARTS								
5	2023	DPW REPAIRS/PARTS	1,033.39	3-01- -205-247	B Vehicular Parts & Accessories	A	08/01/23	08/01/23		976557-982097
23-00100	01/09/23	RT23AUTO ROUTE 23 AUTO MALL								
2	2023	DPW SERVICE & REPAIRS	1,508.81	3-01- -205-247	B Vehicular Parts & Accessories	A	08/01/23	08/01/23		FOCS631865
23-00110	01/10/23	WAR01 WARRENVILLE HARDVILLE								
7	2023	DPW MATERIALS/SUPPLIES	321.65	3-01- -155-232	B General Supplies	A	08/01/23	08/01/23		
23-00111	01/10/23	WPCLLC WARRENVILLE PLUMBING & CO.,LLC								
9	2023	MAINTENANCE/REPAIRS	275.00	3-01- -155-266	B Building Repair & Maintenance	A	08/01/23	08/01/23		5058
23-00112	01/10/23	FCS FANWOOD CRUSHED STONE								
2	2023	DPW STONE PURCHASE	20.08	3-01- -205-242	B Asphalt, Paving Materials	A	08/01/23	08/01/23		6065325
23-00113	01/10/23	WAC WELDON ASPHALT COMPANY								
4	2023	DPW ASPHALT MATERIAL	159.17	3-01- -205-242	B Asphalt, Paving Materials	A	08/01/23	08/01/23		3081213

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23-00115	01/10/23	MPI WOODS MACHINERY								
7	2023	DPW SUPPLIES	618.00	3-01- -205-254	B Other Materials & Supplies	A	08/01/23	08/01/23		009825
23-00128	01/11/23	ANIMALCO Animal Control Solutions								
11	2023	animal control services	1,677.00	3-01- -235-273	B Other Contracted Service	A	08/01/23	08/01/23		4504
23-00129	01/12/23	REEFCO Reefco Aquarium Service, LLC								
11	library aquarium services		32.98	T-93- -100-110	B Watchung Public Library Advisory Board	A	08/01/23	08/01/23		135022
23-00131	01/12/23	RACKSPAC Rackspace Email and Apps								
7	2023	email services	957.00	3-01- -115-233	B Computer Expenses	A	08/02/23	08/02/23		10586073
8	2023	email services	957.00	3-01- -115-233	B Computer Expenses	A	08/02/23	08/02/23		10648911
9	2023	email services	957.00	3-01- -115-233	B Computer Expenses	A	08/02/23	08/02/23		10648911
10	2023	email services September	957.00	3-01- -115-233	B Computer Expenses	A	08/02/23	08/02/23		10648911
			3,828.00							
23-00212	02/01/23	NJFE NJ FIRE EQUIPMENT CO.								
3	2023	SAFETY SUPPLIES	281.16	3-01- -185-231	B Emergency & Safety Supplies	A	07/31/23	07/31/23		70783
23-00219	02/06/23	DEERC DEER CARCASS REMOVAL SERVICE								
3	Deer Run -Deer carcass removal		50.00	3-01- -190-282	B Specialized Services	A	08/01/23	08/01/23		3316
23-00337	03/07/23	TTSI TIMETRACK SYSTEMS INC.								
4	time clock system		101.25	3-01- -130-281	B Prof. & Contr. Services-Other	A	07/31/23	07/31/23		S-034364
5	time clock system		86.25	3-01- -130-281	B Prof. & Contr. Services-Other	A	07/31/23	07/31/23		S-034106
			187.50							
23-00347	03/09/23	RPINT RAUL M PINTO								
6	court interpreter 7/12 & 7/26		300.00	3-01- -405-282	B Specialized Services	A	08/01/23	08/01/23		5510
23-00427	04/05/23	VANDERFL Christopher VanderFliet								
3	Walmart reimbursement		33.46	3-01- -280-227	B Office Supplies/Materials	A	07/31/23	07/31/23		
23-00464	04/17/23	ATLAN ATLANTIC TACTICAL								
1	Safariland 1219784-M SX Lvl II		868.00	3-01- -610-207	B Police Department Equipment	A	04/17/23	07/31/23		SI-80803787
23-00559	05/18/23	VALLEYPH VALLEY PHYSICIAN SERVICES, PC								
1	DPW - 2023 DOT TESTING		479.00	3-01- -205-273	B Other Contractual Services	A	05/18/23	08/01/23		683755C5622

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23-00576	05/19/23	POTTERAR Potter Architects, LLC			B					
		2 Watchung Library Pre-Design	7,500.00	C-02- -110-A11	B Funded	A	05/19/23	07/31/23		23-017-01
23-00617	05/15/23	STAPL STAPLES BUSINESS ADVANTAGE								
		8 sugar in the raw	36.03	3-01- -110-235	B Food & Drugs	A	08/01/23	08/01/23		3542265852
23-00649	06/13/23	SOM09 SOMERSET COUNTY ROAD DIVISION								
		2 street sweeping service	4,789.07	3-01- -205-273	B Other Contractural Services	A	08/01/23	08/01/23		RB2023-0177
23-00675	06/27/23	COUNTYOF COUNTY OF MONMOUTH								
		1 FF1/FF2 CLASS - MIKE MATTIASSI	750.00	3-01- -185-276	B Training Aids & Programs	A	06/27/23	07/31/23		2023-151
23-00691	06/28/23	RINGS005 Ring's Manufacturing								
		1 Glock 19 Gen5 w/TLR7 Trainer	232.48	3-01- -190-276	B Training Aids & Program	A	06/28/23	07/31/23		94720
		2 Shipping and Handling	22.14	3-01- -190-276	B Training Aids & Program	A	06/28/23	07/31/23		94720
			254.62							
23-00700	07/05/23	RUTKO Rutko Engraving Systems, LLC								
		1 Name Badge - S. Abi-Habib	61.50	3-01- -110-227	B Office Supplies & Materials	A	07/05/23	07/31/23		22327
23-00709	07/06/23	LANGU LANGUAGE LINE SERVICES								
		2 court interpretationn services	147.90	3-01- -405-282	B Specialized Services	A	07/31/23	07/31/23		11036834
23-00717	07/10/23	FINNE FINNE BUILDING & INVESTMENT								
		1 SPRINKLER LINE REPAIR @ CIRCLE	2,000.00	3-01- -155-266	B Building Repair & Maintenance	A	07/10/23	08/01/23		23-10138
23-00718	07/10/23	AHFE ALL HANDS FIRE EQUIPMENT, LLC								
		1 VANGUARD SAFETY WEAR - GLOVES	683.67	3-01- -185-239	B Uniforms, Clothing Expense	A	07/10/23	07/31/23		INV19200
23-00719	07/10/23	ESOSULUT ESO SOLUTIONS, INC.								
		1 ER CAD INTEGRATION & FIRE PACK	2,566.80	3-01- -185-231	B Emergency & Safety Supplies	A	07/10/23	07/31/23		ESO-114961
23-00720	07/10/23	TREA8 TREASURER-STATE OF NEW JERSEY								
		1 UNDERGROUND STORAGE TANKS PROG	50.00	3-01- -155-381	B Other Contracted Services	A	07/10/23	08/01/23		230795240
23-00723	07/10/23	TAY Taylor Rental								
		1 TENT RENTAL	1,500.00	3-01- -245-202	B Summer Camp	A	07/10/23	07/31/23		226601-1

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23-00723	07/10/23	TAY Taylor Rental		Continued						
		2 TENT SET UP	260.00	3-01- -245-202	B Summer Camp	A	07/10/23	07/31/23		226601-1
			1,760.00							
23-00729	07/10/23	RBAITEL REBECCA BAITEL								
		1 FINGER PRINTING REIMBURSEMENT	44.13	3-01- -245-202	B Summer Camp	A	07/10/23	07/31/23		
23-00731	07/11/23	ASLGROUP ASL Group LLC								
		1 Island landscaping	7,500.00	2-01- -610-201	B Infrastructure Improvements	A	07/11/23	07/31/23		2309
23-00736	07/17/23	NJCOP N.J.S.A.C.O.P.								
		1 ACE Cert Program Lt. K Boyle	295.00	3-01- -190-256	B Membership Dues	A	07/17/23	07/31/23		IN-15969
23-00737	07/17/23	TLES TANGUY LESEBRETAIN								
		1 FINGER PRINT REIMBURSEMENT	45.73	3-01- -245-202	B Summer Camp	A	07/17/23	07/31/23		
23-00740	07/17/23	FULL FULLERTON FORD								
		1 Battery Replacement Car 19	224.95	3-01- -190-269	B Vehicle Repair & Maint.	A	07/17/23	07/31/23		201637C
23-00741	07/17/23	RUT RUTGERS UNIVERSITY								
		1 MUNICIPAL PLANNING & URBAN DEV	3,078.00	3-01- -205-276	B Training Aids & Programs	A	07/17/23	08/01/23		
23-00742	07/17/23	RUT RUTGERS UNIVERSITY								
		1 PUBLIC RELATIONS COURSE	2,279.00	3-01- -205-276	B Training Aids & Programs	A	07/17/23	08/01/23		
23-00753	07/19/23	BSPORTSC BRANCHBURG SPORTS COMPLEX								
		1 JULY 18, 2023 TRIP	1,100.00	3-01- -245-202	B Summer Camp	A	07/19/23	07/31/23		
23-00755	07/20/23	RUTKO Rutko Engraving Systems, LLC								
		1 wood blocks for name plates	76.00	3-01- -165-227	B Office Supplies & materials	A	07/20/23	07/31/23		WAT072023
23-00756	07/24/23	SPEEDWEL Speedwell Targets								
		1 FBI Silhouette Center Mass	64.35	3-01- -190-232	B General Supplies, NOC	A	07/24/23	07/31/23		5389
		2 B22 25 Yd Army "L"	79.20	3-01- -190-232	B General Supplies, NOC	A	07/24/23	08/01/23		6667
		3 ground	35.63	3-01- -190-232	B General Supplies, NOC	A	07/24/23	08/01/23		6667
			179.18							
23-00757	07/24/23	CTAYL CAROLYN TAYLOR								
		1 Sugar and Coffee	20.99	3-01- -110-235	B Food & Drugs	A	07/24/23	07/24/23		72423

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23-00757	07/24/23	CTAYL CAROLYN TAYLOR		Continued						
		2 Sugar and Coffee	13.29	3-01- -110-235	B Food & Drugs	A	07/24/23	07/24/23		72423
			34.28							
23-00758	07/24/23	FORT SUN LIFE FINANCIAL								
		1 August Payment	32.34	3-01- -175-394	B Life Insurance	A	07/24/23	07/24/23		072423
23-00759	07/25/23	NJHMG005 New Jersey Hills Media Group								
		1 7/11/23 BOA Legal Ad	71.11	3-01- -165-255	B Advertising & Promotional	A	07/25/23	07/31/23		
23-00760	07/26/23	NJLM NJ LEAGUE OF MUNICIPALITIES								
		1 Job Posting	160.00	3-01- -120-255	B Advertising Costs	A	07/26/23	07/26/23		7262023
23-00761	07/27/23	AMAZ Amazon Capital Services, Inc								
		1 CRAFT SUPPLIES	40.56	3-01- -245-202	B Summer Camp	A	07/27/23	07/31/23		
		2 picture frames	39.08	3-01- -280-232	B General Supplies	A	08/01/23	08/01/23		17D71C9PGMM9
		3 battery tender	96.94	3-01- -245-202	B Summer Camp	A	08/01/23	08/01/23		113YXK31TH76
		4 fire department equipment	121.98	3-01- -185-231	B Emergency & Safety Supplies	A	08/01/23	08/01/23		16GQV63WVK3F
			298.56							
23-00762	07/27/23	LMON LINDA MONETTI								
		1 COSTCO - WATER FOR CAMP	47.45	3-01- -245-202	B Summer Camp	A	07/27/23	07/31/23		
23-00765	07/27/23	AMAZ Amazon Capital Services, Inc								
		1 PUSS IN BOOTS DVD MOVIE NIGHT	19.98	3-01- -245-217	B Special Events	A	07/27/23	07/31/23		
23-00766	07/27/23	SWANK SWANK MOTION PICTURES, INC.								
		1 MOVIE LICENSE	450.00	3-01- -245-217	B Special Events	A	07/27/23	07/31/23		502078071
23-00768	07/27/23	WAT03 WATCHUNG BOROUGH CURRENT FUND								
		1 Watchung Boro PD Admin Fees	4,554.00	T-93- -100-5ED	B Extra Duty Solutions Funds	A	07/27/23	07/27/23		00072723
23-00778	07/31/23	PFRS POLICE & FIREMANS RETIREMENT								
		1 Retro pension 1/1/20	1,486.66	G-03- -510-126	B Safe & Secure Local Share 2021	A	07/31/23	07/31/23		
23-00779	07/31/23	JJARTCON J & J Art Conservation Service								
		1 storage fee for mural	150.00	W-99- -100-109	B Save the Mural Donations	A	07/31/23	07/31/23		687

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23-00780	08/01/23	DIONISIO Vincent R Dionisio								
		1 farmers market musician	225.00	3-01- -110-278	B Community Relations	A	08/01/23	08/01/23		
23-00781	08/01/23	PAOLOSKI Paolo's Kitchen								
		1 refund of market fee	100.00	3-01- -110-278	B Community Relations	A	08/01/23	08/01/23		
23-00782	08/01/23	BOBEYLOU Bobey Lou LLC								
		1 farmers market fee refund	100.00	3-01- -110-278	B Community Relations	A	08/01/23	08/01/23		
23-00783	08/01/23	HOTGRAHA Hot Graham Sauce Company								
		1 refund farmers market fee	100.00	3-01- -110-278	B Community Relations	A	08/01/23	08/01/23		
23-00784	08/01/23	AQUASPRO AquaSprout Farms LLC								
		1 refund farmers market fee	100.00	3-01- -110-278	B Community Relations	A	08/01/23	08/01/23		
23-00785	08/01/23	LEVINE1 Sarah Levine								
		1 refund farmers market fee	100.00	3-01- -110-278	B Community Relations	A	08/01/23	08/01/23		
23-00786	08/01/23	WOODBBOX Wood Box Soap								
		1 refund farmers market fee	100.00	3-01- -110-278	B Community Relations	A	08/01/23	08/01/23		
23-00787	08/01/23	ZELLSFAR Zell's Farm LLC								
		1 refund farmers market fee	100.00	3-01- -110-278	B Community Relations	A	08/01/23	08/01/23		
23-00788	08/01/23	SMARTBUY Smart Buy Natural Food								
		1 refund farmers market fee	100.00	3-01- -110-278	B Community Relations	A	08/01/23	08/01/23		
23-00789	08/01/23	PICKLECU Pickle Culture								
		1 refund farmers market fee	100.00	3-01- -110-278	B Community Relations	A	08/01/23	08/01/23		
23-00790	08/01/23	LULUSART Lulu's Artisinal Cafe								
		1 refund farmers market fee	100.00	3-01- -110-278	B Community Relations	A	08/01/23	08/01/23		
23-00791	08/01/23	PERS State of New Jersey								
		1 2019 & 2020 retro pension	6,204.70	3-01- -110-281	B Prof & Cons. Servs. - Other	A	08/01/23	08/01/23		
23-00792	08/01/23	VORA Amit & Sneha Vora								
		1 escrow return	500.00	E-BOND1830	P 469 Mountain Boulevard RO-1830	A	08/01/23	08/01/23		
		2 escrow return	6,200.00	E-BOND1821	P 469 Mountain Boulevard	A	08/01/23	08/01/23		

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PO #	PO Date	Vendor	Amount	Charge Account	Contract PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
23-00792	08/01/23	VORA Amit & Sneha Vora		Continued						
		3 engineering review escrow	101.74	E-BOND1821	P 469 Mountain Boulevard	A	08/01/23	08/01/23		
		4 engineering review escrow	101.74	E-E18-021	P 469 Mountain Boulevard E18-21	A	08/01/23	08/01/23		
			6,700.00							
23-00793	08/01/23	WATCHUNG BOROUGH OTHER ESCROW								
		1 tree fund 469 Mountain Blvd	2,200.00	E-BOND1821	P 469 Mountain Boulevard	A	08/01/23	08/01/23		
23-00794	08/01/23	GANNETT NJ NEWSPAPERS								
		1 advertisements	32.12	3-01- -160-255	B Advertising Expenses	A	08/01/23	08/01/23		720993
		2 advertisements	85.06	3-01- -160-255	B Advertising Expenses	A	08/01/23	08/01/23		720993
			117.18							
23-00795	08/02/23	MGL PRINTING SOLUTIONS								
		1 Blank tax bills - quantity 100	91.00	3-01- -140-258	B Printing & Binding	A	08/02/23	08/02/23		
23-00798	08/02/23	LINDA MONETTI								
		1 ICE CREAM	124.73	3-01- -245-202	B Summer Camp	A	08/02/23	08/02/23		
23-00801	08/02/23	PSEG CO.								
		1 Street Lighting	159.00	3-01- -283-263	B Electricity	A	08/02/23	08/02/23		822023
		2 Building Electricity	8,303.96	3-01- -283-163	B Electricity	A	08/02/23	08/02/23		822023
		3 Building Gas	1,117.52	3-01- -283-362	B Heating/AC	A	08/02/23	08/02/23		822023
		4 Sewer	9,585.38	3-01- -225-263	B Gas & Electric	A	08/02/23	08/02/23		822023
			19,165.86							
23-00802	08/02/23	INTERGLO Interglobe Communications								
		1 August Payment	1,198.80	3-01- -283-459	B Telephone	A	08/02/23	08/02/23		08022023
23-00803	08/02/23	JCP & L								
		1 August Payment	5.25	3-01- -283-263	B Electricity	A	08/02/23	08/02/23		0080022023
		2 August Payment	1.17	3-01- -283-263	B Electricity	A	08/02/23	08/02/23		0080022023
			6.42							
23-00804	08/03/23	NJ AMERICAN WATER COMPANY								
		1 PD Fire Sprinklers	29.41	3-01- -283-664	B Water (fire hydrant)	A	08/03/23	08/03/23		832023
		2 Other water charges	1,764.91	3-01- -283-564	B Water	A	08/03/23	08/03/23		832023

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PO #	PO Date	Vendor	Amount	Charge Account	Contract PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
23-00804	08/03/23	NJAW2								
		NJ AMERICAN WATER COMPANY		Continued						
		3 Pub Hydrants	34,668.40	3-01- -283-664	B Water (fire hydrant)	A	08/03/23	08/03/23		832023
			36,462.72							
23-00805	08/03/23	VW								
		VERIZON WIRELESS								
		1 August Payment	2,064.59	3-01- -283-459	B Telephone	A	08/03/23	08/03/23		0080032023
23-00806	08/03/23	BEL								
		VERIZON								
		1 Verizon August Payment	8,630.63	3-01- -283-459	B Telephone	A	08/03/23	08/03/23		000800032023
23-00807	08/03/23	OPTIMUM								
		Optimum								
		1 August 2nd Payment	180.00	3-01- -283-459	B Telephone	A	08/03/23	08/03/23		00008000323
23-00808	08/03/23	UGIES								
		UGI Energy Services LLC								
		1 UGI Energy Services	344.80	3-01- -283-362	B Heating/AC	A	08/03/23	08/03/23		00008000032023
23-00809	08/03/23	WAT01								
		WATCHUNG BORO. PAYROLL ACCT.								
		1 Watchung Boro Payroll	1,275.23	3-01- -165-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		2 Watchung Boro Payroll	271.16	3-01- -200-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		3 Watchung Boro Payroll	9,525.45	3-01- -245-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		4 Watchung Boro Payroll	741.08	3-01- -255-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		5 Watchung Boro Payroll	875.00	3-01- -110-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		6 Watchung Boro Payroll	9,625.07	3-01- -115-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		7 Watchung Boro Payroll	8,714.20	3-01- -120-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		8 Watchung Boro Payroll	8,673.79	3-01- -120-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		9 Watchung Boro Payroll	4,064.10	3-01- -135-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		10 Watchung Boro Payroll	2,348.95	3-01- -140-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		11 Watchung Boro Payroll	2,468.04	3-01- -150-111	B Salary & Wages	A	08/03/23	08/03/23		232038
		12 Watchung Boro Payroll	1,494.41	3-01- -187-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		13 Watchung Boro Payroll	158,329.93	3-01- -190-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		14 Watchung Boro Payroll	9,220.92	3-01- -190-112	B Overtime	A	08/03/23	08/03/23		232038
		15 Watchung Boro Payroll	13,755.95	3-01- -205-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		16 Watchung Boro Payroll	116.53	3-01- -205-112	B Overtime	A	08/03/23	08/03/23		232038
		17 Watchung Boro Payroll	11,994.79	3-01- -205-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		18 Watchung Boro Payroll	8,181.61	3-01- -250-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		19 Watchung Boro Payroll	1,037.83	3-01- -265-111	B Salary & Wage	A	08/03/23	08/03/23		232038
		20 Watchung Boro Payroll	10,364.69	3-01- -310-218	B Social Security / Medicare	A	08/03/23	08/03/23		232038
		21 Watchung Boro Payroll	49.92	3-01- -307-283	B DCRP	A	08/03/23	08/03/23		232038

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PO #	PO Date	Vendor	Amount	Charge Account	Contract PO Type	Stat/Chk	First Rcvd	Chk/Void	Invoice
Item	Description				Acct Type Description		Enc Date	Date	Date
23-00809	08/03/23	WAT01			WATCHUNG BORO. PAYROLL ACCT. Continued				
22	Watchung Boro Payroll		2,751.66	3-01-	-405-111	B Salary & Wage	A	08/03/23	08/03/23
			265,880.31						232038
23-00810	08/03/23	WAT01			WATCHUNG BORO. PAYROLL ACCT.				
1	Watchung Boro PD Payroll		10,795.00	T-93-	-100-5ED	B Extra Duty Solutions Funds	A	08/03/23	08/03/23
2	Watchung Boro PD Payroll		3,825.00	T-93-	-100-202	B Public Defender	A	08/03/23	08/03/23
3	Watchung Boro PD Payroll		1,848.00	T-93-	-100-51M	B Miscellaneous One Time Jobs	A	08/03/23	08/03/23
			16,468.00						803023
23-00811	08/03/23	WAT01			WATCHUNG BORO. PAYROLL ACCT.				
1	Watchung Boro PD Adming Fees		2,794.00	T-93-	-100-5ED	B Extra Duty Solutions Funds	A	08/03/23	08/03/23
2	Watchung Boro PD Adming Fees		807.50	T-93-	-100-502	B Levin Management (Blue Star)	A	08/03/23	08/03/23
3	Watchung Boro PD Adming Fees		820.00	T-93-	-100-51M	B Miscellaneous One Time Jobs	A	08/03/23	08/03/23
			4,421.50						20230803
Total Purchase Orders: 108 Total P.O. Line Items: 184 Total List Amount: 4,508,600.67 Total Void Amount: 0.00									

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Project Total	Total
Current Fund	2-01	7,500.00	0.00	0.00	0.00	7,500.00
Current Fund	3-01	4,451,273.53	0.00	0.00	0.00	4,451,273.53
	3-92	0.00	0.00	0.00	15,011.00	15,011.00
Year Total:		4,451,273.53	0.00	0.00	15,011.00	4,466,284.53
Capital Fund	C-02	7,500.00	0.00	0.00	0.00	7,500.00
Grant Fund	G-03	1,486.66	0.00	0.00	0.00	1,486.66
	H-06	203.00	0.00	0.00	0.00	203.00
	T-93	25,476.48	0.00	0.00	0.00	25,476.48
	W-99	150.00	0.00	0.00	0.00	150.00
Total of All Funds:		4,493,589.67	0.00	0.00	15,011.00	4,508,600.67

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Project Description	Project No.	Project Total
55 Jared Court BA22-06	E-BA22-06	1,330.00
109 Wildwood Terrace	E-BA23-03	262.50
469 Mountain Boulevard	E-BOND1821	8,501.74
469 Mountain Boulevard RO-1830	E-BOND1830	500.00
469 Mountain Boulevard E18-21	E-E18-021	101.74-
1640 Route 22 E19-096	E-E19-096	190.88
165 Parlin Lane E19-103	E-E19-103	345.97
15 Glen Eagle Drive	E-E20-109	100.00
1662 US Route 22 Urgent Care	E-E20-156	259.12
41 Upper Drive	E-E22-0146	200.00
127 Sunlit Drive GCP-22-00277	E-E22-0277	150.00
808 Valley Road GCP-23-00148	E-E23-0148	300.00
6 Ridge Road gcp23-00149	E-E23-0149	554.03
213 Hillcrest Road	E-E23-108	150.00
Bonnie Burn Road Redevelopment	E-PB19-01	1,503.50
1701 Rt 22 Shop Rite	E-PB22-01	765.00
Total of All Projects:		<u>15,011.00</u>

**BOROUGH OF WATCHUNG
RESOLUTION: R8**

WHEREAS, Andrew Hart, former Police Chief, retired effective July 31, 2023;
and

WHEREAS, accumulated benefits must be determined and paid as a result; and

WHEREAS, Hart has accumulated 383.75 hours of vacation and 480 hours (maximum payout) of sick time to be paid at his regular hourly pay of \$88.21.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that Andrew Hart receive payment for accumulated employee benefits as follows:

Vacation Time 383.75 hours x \$88.21	\$33,850.58
Sick Time 480 hours x \$88.21	\$42,340.80
Total:	\$76,191.38

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: AUGUST 10, 2023
INDEX: PERSONNEL
C: FINANCE, POLICE

BOROUGH OF WATCHUNG
RESOLUTION: R9

WHEREAS, the Borough of Watchung has received a Field and Facility Permit Application which has been reviewed by the Recreation Coordinator; and

WHEREAS, the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey wishes to authorize said application.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Watchung that the use of Borough Property located at 15 Mountain Blvd is authorized for the intended use as noted below and is hereby approved:

1. Ukrainian National Women's League of America Branch 143 to hold a Flag Raising Ceremony on Thursday, August 24th at a time TBD.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: AUGUST 10, 2023
INDEX: RECREATION, PD
C: LM

**BOROUGH OF WATCHUNG
RESOLUTION: R10**

**AUTHORIZING AN EMPLOYMENT CONTRACT WITH JAMES DAMATO
AS BOROUGH ADMINISTRATOR.**

WHEREAS, the Borough of Watchung is in need of an Administrator, which position has been created by Borough Ordinance; and

WHEREAS, the Borough has previously appointed James Damato as the Borough Administrator and entered into an employment contract with him in connection with such appointment; and

WHEREAS, the term of Mr. Damato's employment contract is ending, and the Borough has negotiated new terms of employment in connection with his appointment as Borough Administrator; and

WHEREAS, the Mayor and Council of the Borough of Watchung have determined that it is in the best interest of the Borough to enter into the new employment contract with Mr. Damato in connection with his appointment as Borough Administrator.

NOW, THEREFORE, BE IT RESOLVED by Council of the Borough of Watchung that it hereby authorizes and approves the Employment Contract with James Damato in connection with his appointment as Borough Administrator for a new term from 2023 to 2025; and the Mayor and Borough Clerk are hereby authorized to sign and execute the Employment Agreement in substantially the form attached to this Resolution.

BE IT FURTHER RESOLVED by the Council of the Borough of Watchung that it hereby authorizes all appropriate Borough officials to effectuate the authorizations in this Resolution.

Paul Fischer, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: AUGUST 10, 2023
INDEX: APPOINTMENTS
C: B. HANCE

EMPLOYMENT CONTRACT

The Borough of Watchung, in the County of Somerset and State of New Jersey, hereinafter "Borough," and James J. Damato, hereinafter "Damato" or "Administrator" hereby enter into this Employment Contract ("Contract") for a three-year term beginning on January 1, 2023 and terminating on December 31, 2025.

1. COMPENSATION

The Township hereby employs the Administrator at an annual salary of \$190,000.00 for the period January 1, 2023, to December 31, 2023. The salary increases for the 2024 and 2025 years shall be effective on January 1 of each respective year and shall be 2.5% each year. This annual salary will be paid in equal installments in accordance with the Borough's regular payroll schedule.

2. SALARY DEDUCTIONS

Salary deductions shall include compulsory federal and state taxes. The Borough agrees to make additional salary deductions at the request of the employee. The Borough understands that Mr. Damato cannot be a member of the NJ state pension system and therefore, no pension deduction shall be made from Mr. Damato's salary, and no pension contributions are required to be made by the Borough on behalf of Damato.

3. WORKDAY

- (a) The workday for the Administrator shall be similar to other administrative personnel except that it is understood that the exact schedule is flexible since the Administrator is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the Contract and no additional remuneration shall be provided, except as specifically set forth herein.
- (b) The Administrator is required to be present at all regular and special meetings of the Borough Council.
- (c) The Administrator is required to work 35 hours per week, but it is recognized that some of the hours will take place outside of what are considered normal business hours. As the Administrator will be required to attend events, functions, nightly meetings, and emergencies, in addition to being available 24 hours a day, this will at times lead to the Administrator working in excess of 35 hours per week. The Administrator shall not be eligible for overtime or compensatory time for any such additional hours. As a result of working irregular hours, it is further recognized that the Administrator may arrive after or leave before what would be considered normal business hours to tend to personal or family matters.

EMPLOYMENT CONTRACT

4. PERFORMANCE

The Administrator agrees to faithfully perform the duties of the position as set forth in the job description for the position, and in accordance with all applicable laws, regulations, as well as legally valid policies and directives.

5. VACATION

- (a) The Administrator shall be entitled to twenty-five (25) vacation days per year.
- (b) If the Administrator is unable to use his/her vacation leave each year due to business demands, any unused vacation leave may be carried over into the next year but must be used by June.30 of the following year, or the carried over days shall be forfeited.
- (c) In determining vacation usage, Saturdays, Sundays, and legal holidays shall not be counted.
- (d) In the event that the Administrator retires or resigns during the period of this Contract, vacation days shall be earned on a pro-rated basis, and either compensated at the Administrator's regular rate of pay, or allowed as days off from work, and used prior to the severance date, or any combination thereof, in the discretion of the Administrator. In the event that the Administrator dies during the term of this Contract, all earned days shall be paid to the estate of the Administrator.

6. HOLIDAYS

The Administrator shall be entitled to time off with pay for all holidays afforded to other Borough employees, including but not limited to Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, and any other State or Federal holidays observed by the Borough.

7. PERSONAL LEAVE

The Administrator shall be entitled to three (3) days of personal leave with pay in each calendar year for the conduct of personal business. Unused personal leave shall be used before December 31 of each year or forfeited.

8. SICK LEAVE

- (a) Sick leave is defined to mean the absence from the Administrator's post of duty because of illness, in accordance with Borough Policy and state statute.
- (b) The Administrator shall be entitled to 12 sick days per year, with pay.
- (c) Unused sick days shall be cumulative and without limit.

EMPLOYMENT CONTRACT

- (d) Upon severance from employment, sick days shall not be paid, in accordance with the personnel policies of the Borough.

9. INSURANCE

The Borough Administrator agrees to waive all health insurance coverage and shall not be provided with additional compensation for such waiver. The Borough shall continue to provide the Administrator with the current group life insurance coverage of Ten Thousand (\$10,000). All costs and charges in connection with said life insurance policy shall be borne by the Borough. At the present time, dental coverage is waived. Dental coverage may be elected in the future, if at the time the election is made, dental coverage is still offered by the Borough to all other employees

10. AUTOMOBILE EXPENSES/TRAVEL

The Administrator shall be reimbursed for his actual mileage when using his personal vehicle for Borough purposes at the rate of then current IRS reimbursement rate, and reimbursement for any tolls or parking fees, if applicable,

11. TERMINATION

During the period of this Contract, either party may terminate this Contract by giving 60 days' written notice of intent to terminate. Notice from the Administrator shall be in writing to both the Mayor and Borough Council. Notice from the Borough shall be by resolution.

12. PROFESSIONAL ASSOCIATIONS

The Borough agrees to pay professional dues and fees on behalf of the Administrator to NJLOM, NJMMA, SCMMA and ICMA.

13. PROFESSIONAL DEVELOPMENT

The Administrator shall be entitled to attend the Annual Conference of the New Jersey League of Municipalities, and the New Jersey Municipal Manager's Association, and any other conference required to maintain the Administrator's QPA license. All fees and related travel costs shall be paid for or reimbursed by the Borough consistent with policy, state law, state regulations and applicable NJDCA guidance.

14. OUTSIDE ACTIVITIES

The Administrator shall devote his time, attention, and energy to the business of the Borough. However, the Administrator is permitted to accept outside employment during off-duty hours and at such times as will not interfere with the Administrator's efficient performance of his job responsibilities, and that are not in conflict with the Administrator's official duties.

EMPLOYMENT CONTRACT

15. LEGAL DEFENSE/INDEMNIFICATION

The Borough agrees that it shall defend, hold harmless, and indemnify the Administrator from any and all demands, claims, suits, actions, and legal proceedings, for brought against the Administrator in his individual capacity or in his official capacity as agent and/or employee of the Borough, provided that the suit, claim, or action arose while the Administrator was acting within the scope of his employment, and where such liability coverage is within the authority of the Borough to provide under state law. This indemnification shall include the provision of legal representation, at Borough expense, to the fullest extent permitted by law. This provision shall survive the expiration or termination of this Contract.

16. SEVERABILITY

It is agreed that if any provision of this Contract shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one which would render the provision void and the other which would render the provision valid, then the provision shall be construed with the meaning which renders it valid.

In Witness Whereof, the parties have hereunto set their hands and seals on the dates set forth below:

For the Borough:

Ronald Jubin, Ph.D., Mayor

Dated: _____

James J. Damato, Borough Administrator

Dated: _____

**BOROUGH OF WATCHUNG
RESOLUTION: R11**

***AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE WATCHUNG BOROUGH
BOARD OF EDUCATION FOR THE PROVISION OF A SCHOOL RESOURCE OFFICER***

WHEREAS, the Borough of Watchung and the Watchung Borough Board of Education ("BOE") desire to provide the services of a School Resource Officer ("SRO") to be assigned to the BOE's schools; and

WHEREAS, the Uniform Shared Services and Consolidations Act, N.J.S.A. 40A:65-1, et seq. authorizes local governmental entities to enter into an agreement, among other things, for the sharing of services; and

WHEREAS, the Borough and the BOE have negotiated a shared services agreement for the assignment of a SRO to the BOE's schools; and

WHEREAS, the governing bodies of the Borough and the BOE have reviewed the draft shared services agreement and are in mutual recognition of its benefits to the student and staff of the BOE schools, as well as the residents of the Borough.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Watchung hereby authorizes and approves the Shared Services Agreement with the BOE for the provision of a SRO to be assigned to the BOE's schools subject to terms and conditions therein.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to sign the Shared Services Agreement on behalf of the Borough, in substantially the form attached hereto.

BE IT FURTHER RESOLVED that the Mayor, Borough Clerk, Borough Administrator, Borough CFO, and other appropriate Borough official are hereby authorized to take all necessary actions to allow for and support the Borough's participation in this Agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the Watchung Borough's office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).

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

Paolo Marano, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: AUGUST 10, 2023
INDEX: POLICE,
C: FINANCE, PD,

SHARED SERVICES AGREEMENT FOR SCHOOL RESOURCE OFFICER

THIS AGREEMENT ("Agreement") is made by and between the WATCHUNG BOROUGH BOARD OF EDUCATION, with an address of 1 Dr. Parenty Way, Watchung, New Jersey 07069 ("BOE"); and the BOROUGH OF WATCHUNG ("Borough" or "Watchung"), with an address at 15 Mountain Boulevard, Watchung, New Jersey 07069 (BOE and Borough/Watchung each singularly being a "Party" and collectively being the "Parties").

WHEREAS, the BOE and Borough desire to provide the services of a School Resource Officer ("SRO") to be assigned to the BOE's schools; and

WHEREAS, the Uniform Shared Services and Consolidations Act, N.J.S.A. 40A:65-1, et seq. authorizes local governmental entities to enter into an agreement, among other things, for the sharing of services; and

WHEREAS, the Parties recognize the potential benefits of this shared service to the citizens of the Borough and to the students and staff of the BOE; and

WHEREAS, it is in the best interests of the BOE and the Borough to establish this shared service arrangement, and memorialize same in a shared services agreement.

NOW, THEREFORE, IT IS AGREED that the Borough shall employ and assign to the BOE one (1) School Resource Officer/SRO to perform law enforcement duties at certain BOE schools, set forth below, upon the following terms and conditions.

1. Assignment of SRO

The Borough agrees to assign one (1) SRO to a combination of certain schools in the BOE on days when school is in regular session and during hours requested by the BOE when the school is occupied by students and/or staff (By way of clarification, the SRO's presence would generally be expected only when the school is occupied by students and the SRO's presence during "staff only" days would only be upon advance mutual agreement of the Parties). The SRO shall provide services only during the regular school year, with the final schedule to be determined by the BOE's Superintendent of Schools in consultation with the Borough's Chief of Police. At the start of each semester, the BOE will provide the Borough with the school calendar for when SRO is to be assigned, and it will provide at least seventy-two (72) hours advance notice of changes to the school schedule for which the SRO will be assigned, except in the event of inclement weather and/or other unforeseen circumstances. In the event of the absence or leave of the assigned SRO,

SHARED SERVICES AGREEMENT FOR SCHOOL RESOURCE OFFICER

or if circumstances arise that require a change, the Borough will make its best effort to assign at least one SRO to the BOE. The assignment of the SRO will commence for the 2023-2024 school year subject to the availability of suitable candidates as defined in section 2.

The Parties acknowledge that the SRO is employed to work an eight (8) hour day, and a forty (40) hour week. If the BOE requests that the SRO exceed the normal employment hours, the SRO will be entitled to overtime compensation pursuant to the applicable collective bargaining agreement governing the SRO's employment. Any overtime compensation will be the sole responsibility of the BOE, which will be reimbursed by the BOE to the Borough pursuant to the terms of Section 12 herein.

2. Selection of SRO

The SRO shall be assigned by the Chief of Police, in consultation with the BOE, who shall be a qualified member of the Watchung Borough Police Department in compliance with applicable New Jersey Statute(s) and local ordinance(s). The Superintendent or the Superintendent's designee may meet with a selected candidate for SRO in advance of assignment and shall have the opportunity to object to the selection of the SRO to be assigned to the BOE. If the Superintendent of Schools or his designee objects to the Chief of Police's proposed candidate for SRO, the Chief of Police shall make every reasonable effort to find a suitable alternative candidate within the Police Department; however, the final determination of the SRO rests with the Chief of Police. The BOE reserves the right to request an alternate SRO from the Police Department should any officer's job performance be contrary to Police Department and/or Borough policies, the Code of Conduct applicable to police employees and BOE standards. The decision to grant or deny this request shall be the responsibility of the Chief of Police in collaboration with the Superintendent.

3. SRO as Employee of the Borough

Although assigned to the BOE, any SRO so assigned shall be and remain an employee of the Borough Police Department at all times. The SRO shall be compensated by the Borough (at a rate to be set by the Borough) and shall be and remain subject to all rules and regulations of the Police Department and shall not be considered employees of the BOE for any purpose or at any time. The Borough shall be responsible for payment of SRO salary, for all applicable employer

SHARED SERVICES AGREEMENT FOR SCHOOL RESOURCE OFFICER

contributions, and for payment of any and all costs relating to the SRO training, psychological testing, and background checks.

4. Duties of Assigned SRO

While in the performance of their official duties as a SRO, the SRO shall perform all law enforcement and caretaking duties required and permitted by statutory law, case law, attorney general's guidelines, and Police departmental rules and regulations, and any other applicable written directives. The Borough hereby expressly acknowledges that the primary function of the SRO is to provide for the safety and security of all persons (students, teachers, staff, parents, contractors, etc.) on the property of applicable schools within the jurisdiction of the BOE, immediately before regular school hours, during regular school hours, and immediately after regular school hours.

All specific duties to be performed by SRO shall be assigned through the Police Department's chain of command in cooperation with the Superintendent and/or the Superintendent's designee. The SRO shall comply with all BOE policies to the maximum extent possible, except where such policies conflict with law enforcement related rules and regulations.

5. Coverage

(a) Coverage shall be provided on days when the BOE schools are in session during the school year (180 days per school year) through shifts assigned by the Chief of Police, at his/her reasonable discretion and in consultation with the Superintendent. It is the intention of both Parties that the SRO will work the same shift, subject to minor deviations in accordance with the start and end times of the school days at the assigned school. SRO will be expected to be in uniform at the beginning of the assigned shift. In any case, shifts may be shortened on any days on which there is a scheduled delayed opening, and/or early dismissal. SRO schedules will be set at least a month in advance except in extenuating circumstances, including, but not limited to, "make up" days or co-curricular schedules. The Chief of Police will receive at least seventy-two (72) hours' notice of any change in hours to be assigned, except in the event of inclement weather and/or other unforeseen circumstances.

**SHARED SERVICES AGREEMENT
FOR
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(b) During times when the BOE schools are not in session, the SRO shall be reassigned to the Borough Police Department for regular police department assignment.

(c) The Borough will make its best effort to provide a police vehicle, which may be marked or unmarked based on availability of vehicles currently owned by the Borough and at the sole discretion of the Chief of Police, for use during school days by the SRO for transportation from Police Headquarters to and from and between the BOE schools, as needed.

(d) SRO will be entitled to take breaks and meals each day as circumstances allow, per the Borough's regular procedures for police officers. SRO shall remain on campus during breaks and meals, and shall not leave campus except to go to another post.

(e) During school hours, if specifically requested by the BOE, the Borough will make its best effort to replace an absent or unavailable SRO.

(f) If the SRO becomes incapacitated or is otherwise absent from his/her duties for a period exceeding fourteen (14) school days, the BOE may ask the Borough to replace the SRO, if necessary by hiring a new or substitute SRO to fill in during the absence of the regular SRO. While a non-certified police officer may provide coverage for the SRO on a temporary basis, if a permanent replacement is required such replacement shall have completed the applicable training for a school resource officer/SRO.

(g) At all times, including during times when the BOE schools are in session, the SRO shall be available to participate in emergencies off campus if and when needed. The Parties recognize that the SRO involvement in such emergencies shall only be when no other police officer is available.

6. Uniform

Unless engaged in activities for which a uniform would be inappropriate, each SRO shall wear a uniform in order to maintain a visible presence in the school and deter trespassers from entering the school. Uniforms shall be provided by the Borough. The definition of 'uniform' is to be determined by the Chief of Police, and may or may not include full traditional police uniform but may include a uniform to consist of less formal attire, yet still include a firearm and bullet proof vest. SRO will be provided with a dedicated office space for working and storage of personal/civilian items (not including firearms) at the BOE schools assigned.

SHARED SERVICES AGREEMENT FOR SCHOOL RESOURCE OFFICER

7. Weapons and Other Equipment

(a) The SRO shall be authorized to carry a firearm by the Chief of Police and shall carry a firearm while engaged in the actual performance of the SRO's duties. The SRO will be required to satisfactorily complete the required firearms course(s) for police officers, including all requalification examinations as required for police officers.

(b) Weapons shall be carried either openly, in those circumstances where an armed presence may provide a useful deterrent, or concealed, in circumstances where the SRO may wish to interact informally with students, parents or faculty.

(c) Weapons and all other equipment used by the SRO for law enforcement purposes shall be obtained by the Borough and shall be and remain property of the Borough.

8. Searches

The SRO may conduct a search under circumstances where a search by a law enforcement officer is permitted by law. This Agreement shall not be construed to broaden the authority of law enforcement.

9. School Discipline

The SRO shall not act as school disciplinarians. Disciplining students is a school responsibility. However, if the principal believes an incident may be a violation of the law, the principal may contact the SRO, who shall then determine whether law enforcement action is necessary. It is agreed that the SRO shall not transport students except in the event of an emergency at the direction of the Chief of Police. Any transport provided by the SRO shall comply with Section 6 of the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials.

10. Communication

The Superintendent and the Chief of Police shall maintain open communication concerning the effectiveness of the SRO's assignment and performance of duties. Each of the BOE schools shall also designate an administrator to act as a liaison with the SRO and as a contact person for the Chief of Police.

11. Training

**SHARED SERVICES AGREEMENT
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The SRO shall successfully complete training required for special law enforcement officers pursuant to N.J.S.A. 40A:14-146.10 and the training required for safe schools' resource officers pursuant to N.J.S.A. 52:17B-71.8 and N.J.S.A. 18A:17-43.1. Any additional training, beyond that required by this paragraph, will be provided as scheduled by the Chief of Police.

12. Payment for SROs' Services

(a) In exchange for the SRO's services, the BOE agrees to pay the Borough the lesser of either Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333), or one-third (1/3) of the total costs of the SRO during performance of duties while assigned as the SRO for the BOE. The total costs for the SRO shall include, without limitation, the SRO's annual salary, including all applicable employer taxes and required health insurance, workers compensation insurance and general liability insurance coverage. The Parties have agreed that the estimated total costs of the SRO approximate One Hundred Thousand Dollars (\$100,000) per year. As noted above, the Parties have further agreed that the BOE's contribution towards the total costs of the SRO shall be capped at a maximum of Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333) per year based on budgetary constraints, regardless of the total costs of the SRO to the Borough.

(b) Commencing for the 2023-2024 school year, for any full year of implementation, payment of this amount shall be made quarterly for services provided in the prior three- (3) month period, as follows, upon delivery of satisfactory invoices to the BOE. Invoices shall provide a detailed cost breakdown of the total costs associated with the SRO.

(b) Reimbursement of any and all amounts paid by the Borough for training actually completed as required for safe schools resource officers and as may be required in the judgment of the Chief of Police. Non-mandatory trainings shall be discussed between the Chief of Police and the Superintendent to identify the type of training best suited to achieve the goals of this Agreement.

(c) Reimbursement of any and all amounts paid by the Borough for criminal background checks, drug screenings, medical examinations and other examinations, if any, required of the SRO in accordance with N.J.S.A. 18A:6-7.1.

(d) Reimbursement of any and all amounts paid by the Borough for SRO's uniforms, bullet-proof vests, communications equipment, firearms and other equipment actually purchased

**SHARED SERVICES AGREEMENT
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by the Borough and required in the judgment of the Chief of Police by the SRO in the performance of their duties pursuant to such assignment.

Payment of all amounts set forth in this paragraph or the applicable portion of the BOE's annual capped Thirty-Three Thousand Three Hundred Thirty-Three Dollar (\$33,333) contribution, whichever is less, shall be due within thirty (30) days of the BOE's receipt of satisfactory invoices submitted by the Borough.

13. Indemnification

The Borough agrees to indemnify the BOE, including its individual board members, officers, administrators, employees and agents (each a "BOE Party" and together the "BOE Parties") and hold the BOE Parties harmless from and against all first or third-party losses, claims, demands and causes of action for damages, including reasonable legal fees, ("Losses") for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of a law enforcement officer providing services to the BOE's district in accordance with this Agreement, the Borough and/or one or more of the Borough's individual Committee members, the Mayor or the Chief of Police (each a "Borough Party" and together the "Borough Parties"). The BOE Parties agree to notify the Borough as soon as reasonably practical of any Losses for which a BOE Party will request indemnification from the Borough. The BOE Parties will provide the Borough with any reasonably necessary information and assistance to defend against such losses. The BOE agrees to indemnify the Borough Parties and hold the Borough Parties harmless from and against all Losses for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of the BOE. The Borough Parties agree to notify the BOE as soon as reasonably practical of any Losses for which a Borough Party will request indemnification from the BOE. The Borough Parties will provide the BOE with any reasonably necessary information and assistance to defend such Losses.

14. Insurance

During the term of this Agreement, the BOE will keep in force, at its expense, (i) public liability insurance, including contractual liability, with carriers authorized to do business in New Jersey with minimum limits of One Million Dollars (\$1,000,000) on account of bodily injuries or

**SHARED SERVICES AGREEMENT
FOR
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death of one person, and Ten Million Dollars (\$10,000,000) on account of bodily injuries or death of more than one person as the result of any one accident or disaster; and (ii) property damage insurance for loss or damage of One Million Dollars (\$1,000,000). The BOE shall provide the Borough with a Certificate of Insurance naming the Borough as additional insured, and stating that said policy cannot be canceled except on thirty (30) days' notice to the Borough.

15. Agreements

This Agreement, including any attachments to it and documents therein included by reference, sets forth the entire understanding and agreement between the Borough and BOE. This Agreement may only be amended in a writing signed by the Parties. Any provision of this Agreement may only be waived in writing signed by the Party against whom the waiver is to be effective.

16. Law

This Agreement is made under and shall be governed by the laws of State of New Jersey.

17. Agency

Except as provided herein, neither Party shall act as the agent of the other and neither shall have the ability to bind the other without express written permission duly authorized by the appropriate governing body.

18. Notices

All notices hereunder shall be in writing and sent certified mail, return receipt requested:
For the Borough to: James Damato, Borough Administrator, Borough of Watchung, 15 Mountain Boulevard, Watchung, New Jersey 07069, 908-756-0080; jdamato@watchungnj.gov.
For the BOE to: Patricia Rodgers, Business Administrator/Board Secretary, 1 Dr. Parenty Way, Watchung, New Jersey 07069; (908) 755-8536.

19. Term of Agreement

This Agreement shall be effective September 1, 2023, after authorization and approval by the Borough Council of the Borough of Watchung and the Watchung Borough Board of Education, and shall remain in effect through June 30, 2024. This Agreement may be renewed for additional terms, up to a maximum of five (5) years, upon authorization and approval by both Parties; which

**SHARED SERVICES AGREEMENT
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renewal shall be upon the same terms as those set forth herein, except for the Payment for SRO's Services, which may require renegotiation based upon increased costs and expenses, along with other terms that may be agreed upon by both Parties. If either Party intends to renew this Agreement for a subsequent term(s), it shall provide written notice of its intent no later than sixty (60) days prior to the expiration of the Agreement.

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Signatures Begin on Next Page

DRAFT

**SHARED SERVICES AGREEMENT
FOR
SCHOOL RESOURCE OFFICER**

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their proper officers and their proper seal to be affixed, the day and year first above written.

ATTEST:

**WATCHUNG BOROUGH BOARD OF
EDUCATION**

Name:
Title:

Name:
Title:

ATTEST:

THE BOROUGH OF WATCHUNG

Name: Edith Gil
Title: Borough Clerk

Name: Ronald Lubin
Title: Mayor

DRAFT

**BOROUGH OF WATCHUNG
RESOLUTION: R12**

BE IT HEREBY RESOLVED, by the Mayor and Council of the Borough of Watchung, County of Somerset, that the base salary of, **Damaris Quiñones-Gray**, be hereby adjusted to **\$57,278.00** and is hereby appointed as **Recreation Coordinator** in addition to her **Board of Health Secretary** duties.

BE IT FURTHER RESOLVED, that this resolution shall take effect September 1, 2023.

Paul Fischer, Council Member

Ronald Jubin, Ph. D., Mayor

ADOPTED: AUGUST 10, 2023
INDEX: SALARIES,
C: B. HANCE, E. HORSFALL

**BOROUGH OF WATCHUNG
RESOLUTION: R13**

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 Finance Department employee, **Elvia Horsfall**, be hereby adjusted to **\$58,470.00**.

BE IT FURTHER RESOLVED, that this resolution shall retroactively apply to January 1, 2023.

Paul Fischer, Council Member

Ronald Jubin, Ph. D., Mayor

ADOPTED: AUGUST 10, 2023
INDEX: SALARIES,
C: B. HANCE, E. HORSFALL

**BOROUGH OF WATCHUNG
RESOLUTION: R14**

BE IT HEREBY RESOLVED that the Mayor and Council authorize the re-appointment of **Robert LaCosta** as Construction/ Building Official of the Borough of Watchung, pursuant to N.J.S.A. 52:27D-126, for a second consecutive term.

BE IT FURTHER RESOLVED that Robert LaCosta is required to maintain all certificates and qualifications as outlined for a Construction Official in accordance with

Paul Fischer, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: AUGUST 10, 2023
INDEX: APPOINTMENTS
C: B. HANCE,

DRAFT

**BOROUGH OF WATCHUNG
RESOLUTION: R15**

WHEREAS, in accordance with the "New Jersey Local Unit Pay to Play" law, Public Law 2004, Chapter 19 (N.J.S.A. 19:44A-20.4 et seq), the Borough of Watchung solicited proposals for the professional services of an Engineer for the year 2023 and were opened on November 29, 2022; and

WHEREAS, the Borough Council previously awarded a contract on January 5, 2023 to Remington & Vernick Engineers, 429 Route 79, Suite 21, Morganville, NJ 07751 to perform the duties of Professional Engineer for the Borough including special assignments that may arise during the course of performing these duties; and

WHEREAS, Remington & Vernick Engineers as part of its services to the Borough during 2023, can provide engineering and design, bidding specifications/ support, contract administration and construction observation services for the Rehabilitation of the Borough Bridge Library Project; and

WHEREAS, the need exists for Remington & Vernick Engineers to provide said services; and

WHEREAS, the Chief Financial Officer of the Borough of Watchung has certified that funds are available from the following Account: 3-01-610-201

William J. Hance, CFO

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Watchung that Remington & Vernick Engineers is hereby authorized to provide engineering, design, bidding specifications/ support, contract administration and construction observation services as listed on the attached proposal dated August 1, 2023, in an amount not to exceed \$34,000.00 for the Rehabilitation of the Borough Bridge Library Project

BE IT FURTHER RESOLVED that the Borough Clerk is hereby authorized to advertise the contract amendment within ten days from the date hereof in accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) concerning the award of contracts for professional services.

Christine B. Ead, Council President

Ronald Jubin, Ph.D. Mayor

ADOPTED: AUGUST 10, 2023
INDEX: AWARDS, ROADS, FINANCE-BONDS,
C: W. HANCE, ENG.,



REMINGTON
& VERNICK
ENGINEERS

429 Route 79, Suite 21
Morganville, NJ 07751
O: (732) 955-8000
F: (732) 591-2815

August 1, 2023

Mr. James Damato, Borough Administrator
Borough of Watchung
15 Mountain Boulevard
Watchung, New Jersey 07069

Re: Borough of Watchung
Scope of Services & Cost Proposal for the Rehabilitation of the Borough Library
Bridge, REVISED

Dear Mr. Damato:

Remington & Vernick Engineers, Inc. (RVE) is pleased to submit the following revised / amended scope of services and cost proposal for the rehabilitation of the bridge connecting the Borough's Public Library to the parking area located along Valley Road (CR 527). After inspecting the existing structure, and discussing with the matter with Borough representatives, RVE recommends the following major work items be performed to enable the bridge to be used as an additional access for use by the successful bidder / contractor during the proposed upcoming rehabilitation of the library.

- Removal of the existing timber decking, timber railings, and bollard.
- Replacement of the existing steel beams.
- Installation of anchor bolts to connect the proposed beams to the existing concrete abutments.
- Reinstallation of the existing timber decking, and railings.
- Re-grading of the bridge approaches, as needed, to match bridge deck elevation and reinstallation of the bollard.

Please note that it must be understood that the use of the bridge after the previously recommended improvements are made, and with the existing timber decking and railing system remaining, are only to be utilized by the successful bidder / contractor and at their own risk and discretion. The contractor must be required to sign a "hold harmless agreement" to utilize the bridge for access to the library during construction for reasonable purposes only.

It is our understanding that the bridge will continue to be closed to pedestrians during this time. It should be noted that the use of the bridge following the library's construction will require a re-evaluation of the timber decking and railing systems.

Our office offers the following three (3) phase approach will be utilized for the professional services associated with the project:

PHASE I: ENGINEERING & DESIGN

This phase will consist of the engineering/design tasks and the preparation and development of plans, specifications, and bid documents for the proposed improvements:

Engineering & Design

Based on our field observations and preliminary analysis, we anticipate that the existing steel bridge beams will need to be replaced with a greater number of more robust beams. Additionally, anchor bolts will need to be installed in the existing concrete abutments to provide connection between the proposed beams and the existing abutments.

RVE will coordinate with the Borough to select an appropriate design vehicle to ensure that the rehabilitated bridge will be able to safely accommodate all anticipated future loads.

The proposed steel beams and the anchor bolt connections will be designed in accordance with:

- American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications
- New Jersey Department of Transportation (NJDOT) Design Manual for Bridges and Structures
- Any applicable County and Borough Standards

Bid Documents & Specifications

RVE will provide all documents necessary for bidding in accordance with the standards of the Borough while utilizing the current NJDOT Standard Specifications for Road and Bridge Construction, including current supplemental specifications.

A detailed Engineer's Estimate of the cost for the project will be prepared and provided.

Plan Format/Layout

In general, the plans will consist of the following pages:

- Title Page with Project Location Map
- General Notes & Distribution of Quantities
- Demolition Plan & General Plan
- Bridge Framing Plan & Typical Section
- Construction & Structural Details

Permitting

Our office anticipates that a Flood Hazard Area Permit by Rule from the New Jersey Department of Environmental Protection (NJDEP) will be required. RVE will submit the information required to obtain the Permit by Rule to the NJDEP.

No other permits are anticipated.

Project Coordination with the Borough

RVE does not anticipate that a formal meeting with the Borough will be required. RVE will, however, participate in conference calls, as needed, for the purposes of project coordination, obtaining input, and discussing design/improvement comments.

Upon receipt of all comments from the Borough, RVE will make minor revisions to the plans, specifications, and bid documents as reasonably necessary and/or required.

PHASE II: ADVERTISEMENT & BIDDING SUPPORT

This phase will consist of the following tasks:

- Provide fifteen (15) sets of contract documents for bid purposes.
- Perform all work necessary to coordinate advertisement and bid receipt date with Borough.
- Answer and respond to all prospective bidder questions during the advertisement period.
- Prepare written clarification and/or issue formal addendums as necessary.
- Attendance at bid opening, review bid submissions, prepare bid tabulation, and prepare recommendation of award.

PHASE III: CONSTRUCTION OBSERVATION & CONTRACT ADMINISTRATION

This phase will consist of the professional services and tasks required after the project is formally awarded by the Borough for construction activities. Work efforts during this phase will include, but are not necessarily limited to, the following major work items/tasks based on anticipated thirty (30) day contract completion time:

- Coordinate and conduct the pre-construction meeting and prepare/distribute meeting minutes.
- Issue the Notice to Proceed, review construction schedule, and review all required shop drawings and submittals.
- Perform field observation/inspection services on a part-time basis. RVE will provide qualified construction observers during normal working hours, during critical aspects of construction.

- Prepare and coordinate the execution and distribution of the contract documents to the successful bidder(s) and the Borough.
- Review, prepare, and submit payment recommendations for the contractor to the Borough.

SPECIFIC EXCLUSIONS

The following work items are specifically excluded:

- Rehabilitation/strengthening of the existing concrete abutments.
- Evaluation of the timber decking and the railing system.
- Engineering related to changes in profile or alignment of the bridge or approach roadways.
- Preparation of applications for review/regulatory agencies.
- Application fees for review and/or permits from regulatory agencies.
- Preparation of NJDEP permits beyond the anticipated Permit by Rule.
- Preparation of Somerset-Union County Soil Conservation District permit.
- Utility coordination.
- Topographic survey of existing or final conditions.
- Right-of-way acquisition and construction easement documents.
- Overall contract administration and construction observation services required more than the estimated twenty (30) day completion time.

If unforeseen and/or unanticipated work items arise, our office can provide a separate scope of services and cost proposal for consideration and approval by the Borough.

COST OF SERVICES

Our fee for these efforts shall not exceed \$33,790.00, which will be billed on a time and material basis, specifically detailed as follows:


Phase I: Engineering & Design:	\$ 19,100.00
Phase II: Advertisement & Bidding Support:	\$ 2,040.00
Phase III: Construction Observation & Contract Administration:	\$ 12,200.00
Reimbursable Expenses:	\$ 450.00
Total Professional Services Costs:	\$ 33,790.00

We are prepared to begin work on this project immediately upon receipt of formal authorization to commence work and look forward to working with the Borough on this important project.

Should you have any questions, please do not hesitate to contact Mr. Jason Cline of our office at (732) 955-8000.

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.



K. Wendell Bibbs, P.E., C.M.E.
Executive Vice President

cc: Jason Cline, RVE
Dustin Schopen, RVE
K. Charles Westen, RVE

DRAFT

BOROUGH OF WATCHUNG

15 Mountain Boulevard

Watchung, NJ 07069

TEL (908)756-0080 FAX (908)757-7027

SHIP TO	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399
	VENDOR #:
VENDOR	Remington & Vernick Engineers 2059 Springdale Road Cherry Hill, NJ 08003

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	23-00823

ORDER DATE: 08/08/23

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	Library Bridge Rehabilitation	3-01- -610-201	33,790.0000	33,790.00
			TOTAL	33,790.00

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><i>William J. Hance</i></p> <p>CFD/QPA</p> <p>COUNCIL APPROVAL CAN BE SEEN</p> <p>ON BILL LIST RESOLUTION</p>

**BOROUGH OF WATCHUNG
RESOLUTION: R16**

WHEREAS, the Borough of Watchung and the Watchung Borough Board of Education ("BOE") have previously entered into lease agreements with regard to the use and maintenance of the real property owned by the BOE, located off Brookdale Road, and commonly known as "Phillips Field" in the Borough of Watchung, shown as Block 3, Lot 7-A on the Tax Maps of the Borough of Watchung, consisting of approximately 30.5 acres, which is utilized as a public park and recreational uses; and

WHEREAS, the Borough and the BOE wish to continue this relationship and enter into a new lease agreement for Phillips Field; and

WHEREAS, pursuant to the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq. ("LLBL"), the Borough is authorized to enter into the lease agreement with the BOE for the public purposes of recreational uses; and

WHEREAS, the Borough and the BOE negotiated a lease agreement, substantially similar to the terms of the prior lease agreements, for a term of three (3) year providing for the use and maintenance of Grant field, Barrett field, Ost field, Scotti field, and other related improvements at the Phillips Field; and

WHEREAS, the Borough Council finds it in the best interest of the Borough to authorize the Borough to enter into and execute the Lease Agreement with the BOE.

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 the Lease Agreement with the BOE for the use and maintenance of Phillips Field, pursuant to the terms and conditions set forth therein.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to sign the Lease Agreement 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 Lease Agreement.

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

Christine B. Ead, Council President

Ronald Jubin, Mayor

ADOPTED: AUGUST 10, 2023
INDEX: PROPERTIES,
C: BOE, BH,

LEASE AGREEMENT

Phillips Field

THIS LEASE AGREEMENT ("Agreement" or "Lease") made this ____ day of August, 2023, by and between:

BOARD OF EDUCATION OF THE BOROUGH OF WATCHUNG, a body corporate of the State of New Jersey, having offices at Valley View School, One Parenty Way, in the Borough of Watchung, County of Somerset, State of New Jersey, hereinafter designated as Lessor;

And

BOROUGH OF WATCHUNG, a municipal corporation of the State of New Jersey, having offices at the Municipal Building, 15 Mountain Blvd, in the Borough of Watchung, County of Somerset, State of New Jersey, hereinafter designated as Lessee;

[Lessor and Lessee shall also be referred to individually as "Party" or collectively as "Parties".]

WITNESSETH THAT the Lessor does hereby lease to the Lessee, and the Lessee does hereby rent from the Lessor, the following described premises in the Borough of Watchung, County of Somerset and State of New Jersey:

"All of that real property owned by Lessor, located off Brookdale Road, and commonly known as "Phillips Field" in the Borough of Watchung, shown as Block 3, Lot 7-A on the Tax Maps of the Borough of Watchung, consisting of approximately 30.5 acres of undeveloped land."

For a term of three (3) years, commencing on

January 1, 2023 and ending on December 31, 2025, to be used and occupied only and for no other purposes than those hereinafter specified which purposes are further limited to such uses as are permitted for real property owned by boards of education in the State of New Jersey, as set forth in N.J.S.A. 18A:20-1 et. seq.

UPON THE FOLLOWING CONDITIONS AND COVENANTS:

1. Lessee covenants and agrees to pay to Lessor, as rent for the demised premises, for and during the term hereof, the sum of One Dollar (\$1.00) per year, payable at the start and annually in advance of the anniversary date of this Agreement.
2. The responsibility for the maintenance and repair of the fields and structures located on the leased premises shall be the sole responsibility of the Lessee, at Lessee's sole cost and expense, except as otherwise provided herein. Lessee shall, at its own cost, be responsible for the general repair and maintenance of the following fields and structures:
 - a. Grant field: including 3 bleachers, 2 dugouts, 2 batting cages, back stop and fencing;
 - b. Barrett field: including 2 bleachers, 2 dugouts, back stop, fencing and pitching cage;
 - c. Ost field: including 3 bleachers, 2 dugouts, 2 pitching cages, back stop and fencing;

LEASE AGREEMENT

Phillips Field

- d. Scotti field: including 2 bleachers, back stop and fencing;
- e. The parking area accessory to the various fields mentioned in 2a through 2d above;
- f. The field house / concession stand;
- g. The access, bridge and driveway to the premises; and
- h. Any additional fields and structures created on the premises during the term of this Lease.

All of the same are located and designated on sketch plan annexed hereto and made a part hereof, specified as "proposed sports complex (Phillips Field)".

- 3. Lessor and Lessee agree to an equal (50%/50%) cost sharing arrangement for the following capital improvement projects, to be performed when and as mutually agreed between the Parties:
 - a. Repair or replacement of Bailey Bridge;
 - b. Repair or replacement of Septic System; and
 - c. Repair or replacement of Parking Lot.
- 4. Lessee agrees that it will maintain and continue to maintain the demised premises, and any improvements made thereon pursuant this Lease, in good and satisfactory condition, and will at all times be responsible for the proper maintenance of the demised premises and improvements thereon, to the end that the same will be properly maintained and will not in any way constitute a public nuisance or a nuisance to adjacent owners, performing all mowing, pruning, seasonal or other maintenance required, including periodic cleanup of trash, debris, and spot filling and applying infield mix to keep the premises free of ruts, holes and depressions.
- 5. Lessee does hereby covenant that it will not, at any time during the term created by this Lease, make or permit any improvements, alterations or changes in and/or to the demised premises, including the addition of additional lighting, other than those herein before set forth, without the permission of the Lessor first obtained in writing.
- 6. Lessee does hereby covenant that it shall and will, during the term hereof, pay any and all assessments, taxes, rates or charges whatsoever which may be taxed, assessed, levied or imposed upon the demised premises.
- 7. Each Party shall provide, keep and maintain throughout the entire term of this Agreement, insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the annual aggregate for professional liability, negligence, errors and omissions, arising out of or in connection with this Agreement. All insurance policies required herein shall provide for at least thirty (30) days' written notice to the other Party of cancellation or diminution in coverage of any insurance policy. Prior to the commencement of the term of this Agreement, the Parties shall provide to each other certificates evidencing that such insurance coverage exists and that such coverage extends

LEASE AGREEMENT

Phillips Field

to the other Party. The cost of such insurance for each Party shall be borne by that Party as part of its obligations under this Agreement. The Parties shall be named as an additional insured on each other's policy.

Each Party shall provide, keep and maintain throughout the term of this Agreement, general casualty and liability insurance coverage in the minimum amount of Two Million Dollars (\$2,000,000) for bodily injury and Two Million Dollars (\$2,000,000) from property damage. Each Party also shall maintain policies of insurance against fire, theft and accidental loss to the Improvements, and workers' compensation, unemployment compensation and disability insurance coverage for its employees as required by law. The cost of insurance described in this subsection shall be paid by each Party as part of its obligations under this Agreement. The Parties shall be named as an additional insured on each other's policy.

Lessee further agrees to indemnify and defend Lessor against and to be responsible for, and hereby relieves and holds harmless Lessor from any and all liability, claims or damages by reason of, any damage or injury to any person, persons, or property, arising from or due to Lessee's use of the demised premises, Lessee's construction or maintenance of any of the improvements thereon, or from any reason whatsoever related thereto. The Parties acknowledge and agree that Lessee's indemnification herein provided shall not extend to the use of the demised premises by Lessor or any other individual, entity or organization, which Lessor has directly given formal permission and authority to use the demised premises, as memorialized in a written facilities use agreement between Lessor and the individual, entity or organization and approved by the Lessor. Lessee shall be responsible and be under an obligation not ensure the individual, entity or organization has appropriate insurance coverage and agrees to defend, indemnify and hold Lessor harmless from any liability, claims or damages arising from or related to the individual, entity or organization's use of the premises prior to any such use.

8. Use of Philips Field shall be limited to appropriate operations of the said sports and recreation facilities, for any type of organized sports or recreation games or events, under Lessee's adequate supervision, responsibility and control, provided, however, that such further uses of the demised premises as are consistent with and would be permitted under and in accordance with Watchung Borough Board of Education policies, shall also be permitted on the demised premises, without charge and without prior approval of Lessor.
9. This Lease shall automatically terminate, without notice to Lessee, in the event that it is no longer used for any of the purposes set forth herein and/or for a purpose which is contrary to any law, regulation or Watchung Borough Board of Education policy. In addition, in the event that Lessor shall at any time during the term of this Lease determine, in its reasonable discretion, by duly adopted resolution, that the demised property is needed by Lessor for school or its extracurricular purposes, this Lease may be terminated by Lessor upon sixty (60) days written notice thereof to Lessee.

LEASE AGREEMENT

Phillips Field

10. Lessee agrees that it will regulate and oversee the use of the premises under the direction of the Watchung Borough Recreation Department with the understanding that the Watchung Borough Schools have first rights to the use of the fields for educational or extracurricular purposes.
11. Lessee agrees to obtain the written approval of the Lessor, in writing, prior to undertaking any construction or improvements. Lessee agrees, if required by law, that before it shall initiate the uses or construction of any of the improvements herein above specified, or any soil removal, fill, replacement or grading on the demised premises, it will obtain and submit to Lessor adequate written proof that a detailed plan for the proposed development, soil fill or removal, grading or improvement has been submitted to the Department of Environmental Protection of the State of New Jersey, the Federal Environmental Protection Agency, and the Federal Soil Conservation Service, and if required, has been approved by such agencies, and shall further certify to Lessor that the proposed uses, improvements, grading or other work to be performed upon the demised premises is in conformity with and does not violate any municipal, county, state or federal ordinances, regulations, statutes or laws. To this end, Lessee agrees that it will cause to be prepared and furnish to Lessor any and all surveys, topographical surveys, maps, applications for approval, environmental impact or other studies which are or may be required in connection with submissions to the agencies herein above referred to, and specifically that it will comply with recommendations of the Soil Conservation Service, US Department of Agriculture, as set forth.
12. Lessee shall not assign, mortgage or hypothecate this Lease, nor sublet or sublease the premises or any part thereof, nor permit or allow the demised premises to be occupied for any purpose other than as herein limited, nor for any purpose deemed unlawful, disreputable or hazardous. Lessee acknowledges and agrees that any use of the demised premises must be consistent with all laws, regulations and Watchung Borough Board of Education policies, and any use by Lessee in violation of any law, regulation or Lessor's Board of Education policies shall be cause for immediate termination of this Lease by Lessor, as set forth in Paragraph 9 above.
13. The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.
14. Lessor covenants and represents that Lessor is the owner of the premises herein leased, and has the right and authority to enter into, execute and deliver this Lease, and does further covenant that the Lessee on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy this leased premises for the term aforementioned, subject to the conditions set forth above.

LEASE AGREEMENT

Phillips Field

Remainder of Page Intentionally Left Blank
Signatures Begin on Next Page

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their proper officers and their proper seal to be affixed, the day and year first above written.

ATTEST:

**BOARD OF EDUCATION OF
THE BOROUGH OF WATCHUNG**

Name:
Title:

Name:
Title:

ATTEST:

THE BOROUGH OF WATCHUNG

Name: Edith G. Gil
Title: Borough Clerk

Name: Ronald Jubin, Ph.D.
Title: Mayor

**BOROUGH OF WATCHUNG
RESOLUTION: R17**

WHEREAS, Daniel A. Polise and Candice N. Polise, (the "Licensee") are the current owners of property located at Block 6908, Lot 23 in the Borough of Watchung, County of Somerset, State of New Jersey, known as 138 Oakwood Road West (the "Licensee Property"); and

WHEREAS, the Borough is the owner of property identified as block 6908, lot 22, located at 60 Sequoia Drive and commonly known as Camp Endeavor (the "Borough Property"); and

WHEREAS, without prior knowledge Licensee has been using and maintain certain portions of the borough property, such as landscaping, located adjacent to the Licensee Property and Licensee has requested permission to continue to use and maintain a portion of the Borough Property in connection with the use of the Licensee Property; and

WHEREAS, the Borough does not have any planned use for that portion of the Borough Property being requested and the Borough finds it reasonable and appropriate to grant permission for Licensee to use and maintain the portion of the Borough Property more fully identified herein subject to the terms and conditions of the enclosed Revocable License, which shall be recorded with the Somerset County Clerk's Office, being binding on all successors of title to the Property and subject to revocation by the Borough at its sole discretion.

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.
2. The Clerk shall forward the Revocable License to the "Licensee" for authorized signatures and return of the same to the Borough Clerk with Licensee's check in the amount of \$1.00 to cover the \$1.00 License fee as full and actual consideration paid.
3. The Mayor and Borough Clerk are hereby directed to execute the attached Revocable License

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: AUGUST 10, 2023
INDEX: PROPERTIES,
C: ENG,

REVOCABLE LICENSE

THIS REVOCABLE LICENSE AGREEMENT ("LICENSE") made this ____ day of _____, 2023, 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,

DANIEL A. POLISE and CANDICE N. POLISE, married, having an address at 138 Oakwood Road West, Watchung, New Jersey, 07069 ("Licensee").

WITNESSETH

WHEREAS, the Borough is the owner of the property identified as Block 6908, Lot 22, in the Borough of Watchung, County of Somerset, State of New Jersey, located at 60 Sequoia Drive, and commonly known as Camp Endeavor (the "Borough Property")

WHEREAS, the Licensee is the current owner of the property identified as Block 6908, Lot 23, in the Borough of Watchung, County of Somerset, State of New Jersey, located at 138 Oakwood Road West (the "Licensee Property"); and

WHEREAS, without prior knowledge Licensee has been using and maintaining certain portions of the Borough Property, such as landscaping, located adjacent to the Licensee Property; and

WHEREAS, Licensee has requested permission to continue to use and maintain a portion of the Borough Property in connection with the use of the Licensee Property; and

WHEREAS, due to the slope and other environmental constraints, the Borough currently does not have any planned use for that portion of the Borough Property being requested by Licensee; and

WHEREAS, the Borough finds it reasonable and appropriate to grant permission for Licensee to use and maintain the portion of the Borough Property more fully identified herein subject to the terms and conditions of this Revocable License, which shall be recorded with the Somerset County Clerk's Office, being binding on all successors of title to the Property and subject to revocation by the Borough at its sole discretion.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar 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 use and maintain that portion of the Borough Property, as specifically identified in the attached **Exhibit A** (the "License Area"), solely for residential purposes in connection with the residential use of the Licensee Property, including, without limitation, residential landscaping and related maintenance, subject to all applicable laws, regulations and ordinances.

Licensee's usage of the License Area 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 Licensor and may be terminated by the Licensor, in its sole discretion, upon fifteen (15) days written notice to the Licensee, the heirs, assigns or

successors in interest. At the expiration of the 15-day notice period, the Licensor is hereby authorized to record a License Termination Notice with the Somerset County Clerk's Office, without further notice to the Licensee, the heirs, assigns or successors in interest.

In the event this License is terminated by the Licensor, the Licensee shall cease use and maintenance of the License Area; and remove any and all improvements placed or installed in the License Area within the fifteen (15) day notice period at Licensee's 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 Licensee, with such costs and expenses may becoming a lien against the Licensee Property if such cost and expense is not paid within ten (10) days upon receipt of demand for payment by the Licensor.

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 License 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 Licensee.
- 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 or 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:

LICENSOR:

BOROUGH OF WATCHUNG

Edith Gil, Borough Clerk

By: _____
Ronald Jubin, Mayor

Dated: _____, 2023

LICENSEE:

WITNESS:

Name: Jones R. Dougherty
Title: Notary Public of NJ

Dated: Aug. 7, 2023

DANIEL A. POLISE

WITNESS:

Name: Jones R. Dougherty
Title: Notary Public of NJ

Dated: 8/7/2023, 2023

CANDICE N. POLISE

STATE OF NEW JERSEY

COUNTY OF SOMERSET

I CERTIFY that on _____, 2023, 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 Ronald Jubin, 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.

Edith Gil, Borough Clerk

Signed and sworn to before me on _____, 2023.

Name:

Title:

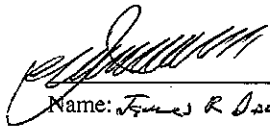
ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF Union

SS:

BE IT REMEMBERED, that on this 7 day of August, 2023, before me, the subscriber, James R. Dougherty, personally appeared Daniel A. Polise, who I am satisfied is/are the Mortgagor(s) mentioned in the within instrument and thereupon signed this document. This person(s) acknowledged signing, sealing and delivering this document as their/his/her own voluntary act and deed for the uses and purposes therein expressed.



Name: James R. Dougherty
NOTARY PUBLIC

JAMES R. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 26, 2027

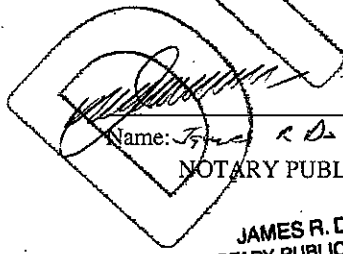
ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF Union

SS:

BE IT REMEMBERED, that on this 7 day of August, 2023, before me, the subscriber, James R. Dougherty, personally appeared Candice N. Polise, who I am satisfied is/are the Mortgagor(s) mentioned in the within instrument and thereupon signed this document. This person(s) acknowledged signing, sealing and delivering this document as their/his/her own voluntary act and deed for the uses and purposes therein expressed.



Name: James R. Dougherty
NOTARY PUBLIC

JAMES R. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 26, 2027

EXHIBIT A

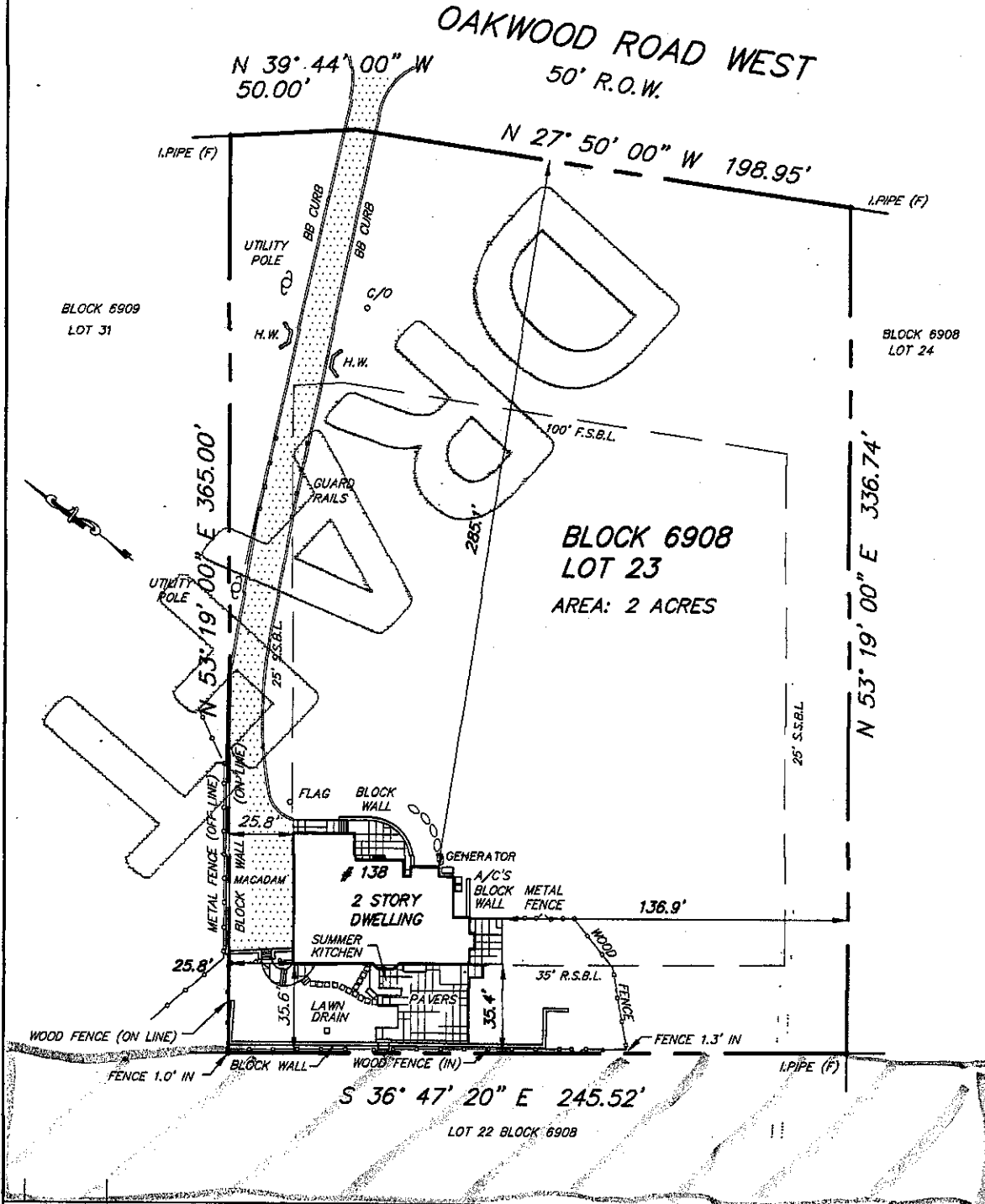
DRAFT

EXHIBIT "A"

NOTES:

NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY. UNDERGROUND IMPROVEMENTS OR UNDERGROUND ENCROACHMENTS IF EXISTING, HAVE NOT BEEN LOCATED UNDER THIS CONTRACT.

WAIVER OF SETTING CORNER MARKERS OBTAINED FROM THE ULTIMATE USER PURSUANT TO THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS REGULATION N.J.A.C.13:40-5.1 (D)



NO.	DATE	DESCRIPTION OF REVISION	THIS SURVEY CERTIFIED TO:	PROPERTY SURVEY		
<p>DANIEL POLISE CANDICE POLISE</p>				138 OAKWOOD ROAD WEST		
				BLOCK 6908 LOT 23 BOROUGH OF WATCHUNG SOMERSET COUNTY, NEW JERSEY		
<p>THIS SURVEY CERTIFIED BY:</p> <p><i>[Signature]</i> SALVATORE ARLOWIC, L.S. NEW JERSEY PROFESSIONAL LAND SURVEYOR LICENSE NUMBER 33387</p> <p>3364 LUKES POND ROAD BRANCHBURG, NEW JERSEY 08876 908-534-4712 / sa.m@arlowic@gmail.com</p>				SCALE: 1" = 40'	DATE: 6/28/2023	CWD BY: SM
				DESIGNED BY:	DATE: 6/28/2023	SHEET 1 OF 1

BOROUGH OF WATCHUNG
ORDINANCE: 23/13

WHEREAS, there exists a pedestrian sidewalk along Stirling Road and around the Watchung Circle, which sidewalk terminates and ends at the intersection with Valley Road; and

WHEREAS, there is gap in the sidewalk along Valley Road until it begins again at the properties owned by the Borough identified as Block 4401, Lots 7, 8.01 and 8.02, pedestrian sidewalk on Valley Road (the "Borough Property"); and

WHEREAS, the area where the sidewalk is missing is located adjacent to the property identified as Block 4401, Lot 6, 20 Stirling Road, which is owned by Maha at Watchung, LLC ("Maha") (the "Maha Property"); and,

WHEREAS, within this area the public right-of-way is not wide enough for the Borough to construct the sidewalk extension without obtaining an easement from Maha; and

WHEREAS, the Borough and Maha negotiated and entered into a Memorandum of Understanding, dated March 2022, providing for the Grantor's granting of a sidewalk and access easement on the Maha Property in exchange for the Borough's transferring ownership of an approximate 1,092± square foot portion of Lot 7 of the Borough Property that contains the existing garage/shed structure, along with related reciprocal overflow parking, landscaping and maintenance easements affecting the properties; and

WHEREAS, the Borough has accepted the donation of the paving of the existing parking area and related improvements on the Borough Property, as contemplated in the Memorandum of Understanding and included in this transaction; and

WHEREAS, the Borough and Maha negotiated and entered into a Contract for Transfer of Real Property and Easements, dated August 18, 2022, further memorializing the terms of the exchange of real property and easements between the Borough Property and Maha Property; and

WHEREAS, Maha applied for and received subdivision (lot line adjustment) approval with variance relief from the Watchung Borough Zoning Board of Adjustment (the "Board"), on November 10, 2022, to adjust the lot line between the Borough Property and Maha Property to allow the transfer of the approximate 1,092± square foot portion of Lot 7 of the Borough Property to Maha, which approval was memorialized in the Resolution (Application No. BA 22-05), adopted by the Board on December 8, 2022 (the "Approval"); and

WHEREAS, pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.* ("LLBL"), specifically N.J.S.A. 40A:12-16, and N.J.S.A. 40:67-1, the Borough is authorized to transfer and accept interests in real property, including easements, by ordinance; and

WHEREAS, the Mayor and Borough Council finds it in the best interest of the Borough to authorize the Borough to transfer and accept the easements with Maha, including transfer of an approximate 1,092± square foot portion of Lot 7 of the Borough Property to Maha, pursuant to the terms of the Contract for Transfer of Real Property and Easements and the Approval.

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

1. Subject to the terms and conditions of the Contract for Transfer of Real Property and Easements and the Approval, the Borough of Watchung hereby authorizes and approves the transfer of, in fee, approximately 1,092± square foot portion of Lot 7 of the Borough Property (pursuant to

BOROUGH OF WATCHUNG
ORDINANCE: 23/13

the Approval), a 10 Foot Wide Maintenance and Access Easement, a Landscape Easement, and a Reciprocal Overflow Parking Easement on a portion of the Borough Property, to Maha.

2. Subject to the terms and conditions of the Contract for Transfer of Real Property and Easements and the Approval, the Borough of Watchung hereby authorizes and approves the acceptance of a Sidewalk and Access Easement and a Reciprocal Overflow Parking Easement on a portion of the Maha Property, from Maha.
3. As this is a land exchange authorized pursuant to N.J.S.A. 40A:12-16, the Borough obtained an appraisal of the property interests exchange to confirm the valuation of real property being exchange is at least equal to or more advantageous to the Borough. The Borough obtained an Appraisal from ARD Appraisal Company, dated August 15, 2022, which confirmed that the value of the property being exchange is more advantageous to the Borough.
4. The Mayor and Borough Clerk are hereby authorized to execute the Deed and associated documents for the transfer of approximately 1,092± square foot portion of Lot 7 of the Borough Property, the 10 Foot Wide Maintenance and Access Easement, the Landscape Easement, the Reciprocal Overflow Parking Easement, and the Sidewalk and Access Easement, in substantially the form attached to the Contract for Transfer of Real Property and Easements.
5. The Borough Clerk, Administrator, Attorney and other appropriate Borough official are hereby authorized and directed to take all required actions to complete the Borough's transfer and acceptance of the real property interests set forth in the Contract for Transfer of Real Property and Easements and authorized herein, along with the recording thereof.
6. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.
7. This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40A:60-5(d); and (3) publication in accordance with the laws of the State of New Jersey.

INTRODUCED BY: EAD
PASSED:
PUBLISHED:
ADOPTED:
INDEX:

ATTEST:

BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

By: _____
Ronald Jubin, Ph.D. Mayor

**BOROUGH OF WATCHUNG
RESOLUTION: R18**

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 August 10, 2023.
2. The general nature of the subject matters to be discussed are:
 - a. Contract Negotiations and Attorney-Client Privilege Matters on Drift Road
 - b. Contract Negotiations with the Borough of North Plainfield
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.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: AUGUST 10, 2023

INDEX: MISC.

C: