



# BOROUGH OF WATCHUNG

15 MOUNTAIN BOULEVARD  
WATCHUNG, NEW JERSEY 07069

## MAYOR & COUNCIL MEETING AGENDA - **REVISED**

**THURSDAY, AUGUST 18, 2022**

**7:30 P.M.**

### MAYOR

Keith S. Balla

### COUNCIL

Ronald Jubin, Ph.D.

Wendy Robinson

Pietro Martino

Freddie Hayeck

Curt S. Dahl

Christine B. Ead

James J. Damato  
**Business Administrator**

Edith G. Gil  
**Borough Clerk**

Joseph Sordillo, Esq.  
**Borough Attorney**

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

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

**BOROUGH OF WATCHUNG**  
**MAYOR & COUNCIL REGULAR MEETING AGENDA**  
**(REVISED)**

**AUGUST 18, 2022 - 7:30 P.M.**

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

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

**ROLL CALL**

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

**PROCLAMATION**

**REPORTS OF STANDING COMMITTEES:**

1. Administration & Finance
2. Police
3. Public Works / Buildings and Grounds
4. Public Affairs:
  - Environmental
  - Recreation
  - Historical
  - Board of Health
5. Fire
6. Laws/ Ordinances

**REPORTS – OTHER:**

7. Engineer
8. Police Chief
9. Rescue Squad
10. Emergency Management
11. Attorney
12. Finance
13. Clerk
14. Administrator
15. Youth Services
16. Planning Board
17. Municipal Alliance
18. Library Advisory Board
19. Traffic and Beautification

**BOROUGH OF WATCHUNG**  
**MAYOR & COUNCIL REGULAR MEETING AGENDA**  
**(REVISED)**

**AUGUST 18, 2022 - 7:30 P.M.**

**PUBLIC PORTION / AGENDA ITEMS ONLY**

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

**DISCUSSION**

- ❖ Watchung Library Sign
- ❖ Tennis Ball Recycling Program at Mobus Field

**UNFINISHED BUSINESS**

**NEW BUSINESS**

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

Acknowledging Receipt of the following Borough Reports:

Board of Adjustment Meeting Minutes	July 14, 2022
Building Department Monthly Report	July 2022
Engineer's Status Report	July 2022
Green Team Advisory Committee	June 27, 2022 July 18, 2022
Library Advisory Committee Minutes	May 18, 2022
Planning Board Meeting Minutes	May 17, 2022
Police Department Activity Report	July 2022

Acknowledging Receipt of the following Correspondence:

#19 – Township of Bridgewater, 7/15/22, Notice of Introduced Ordinance #22-11 entitled "AN ORDINANCE AMENDING SECTION 126-321.6, ENTITLED "R-SEED REDEVELOPMENT SPECIAL ECONOMIC AND EMPLOYMENT DEVELOPMENT (R-SEED) DISTRICT ZONE," TO ESTABLISH AN ALTERNATIVE SET OF PERMITTED

**BOROUGH OF WATCHUNG**  
**MAYOR & COUNCIL REGULAR MEETING AGENDA**  
**(REVISED)**

**AUGUST 18, 2022 - 7:30 P.M.**

PRINCIPAL USES, DEVELOPMENT STANDARDS AND RELATED PROVISIONS FOR THE REDEVELOPMENT AREA DESIGNATED ON LOTS 17,18 AND 19 IN BLOCK 483 ON THE TOWNSHIP'S TAX MAP, FRONTING ON ROUTE 206 WITH THE NEAREST ROADS TO THE NORTH (NOT ADJACENT) CEDARBROOK ROAD AND OLD FARM ROAD AND TO THE SOUTH (NOT ADJACENT) MOUNTAIN VIEW AVENUE AND BYRD AVENUE AS REFLECTED IN NEW SECTION 126-321.7, ENTITLED "ALTERNATIVE R- SEED DEVELOPMENT STANDARDS" c: M&C, JD, TS

#20 – Watchung Planning Board, 8/16/22, Review of A-1294, c: M&C, JD, JS

**CONSENT RESOLUTIONS**

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

- R1: Authorizing Extension of Tax Grace Period for Third Quarter to September 1
- R2: Awarding Contract to RealAuction.com, LLC for Online Tax Sale Hosting Services
- R3: Opposing the Proposed Cost Increases to the State Health Benefits Program
- R4: Authorizing Refund to Providence Healthcare Diagnostics for Overpayment of Borough Fees
- R5: Authorizing Bill List
- R6: Authorizing Purchase Orders over \$2,000 – ASL Group, LLC (Retaining Wall for 55 Johnson Dr)  
El Coronado (FD Annual Convention)  
NJ Fire Equipment, Co. (Firefighter protective clothes)  
Pinto Brothers (2022 Bulk Pickup)  
Motorola Solutions, Inc. (FD mobile radios & switch cables)  
Quarry Tex (Library Watchung Sign)  
ESO Solutions, Inc. (FD – Computer Software)  
Gen-El Safety & Industrial Pro ( FD – Equipment)  
Somerset County Road Division (DPW – Street Sweeping)

**NON-CONSENT RESOLUTIONS**

- R7: Authorizing Salary Adjustment and Appointment of Carolyn Taylor as Office Manager of Building Department.
- R8: Authorizing Salary Adjustment for JoAnn Estrella as OPRA Coordinator for the Police Department
- R9: Authorizing Contract Expansion for Remington & Vernick Engineers for Infiltration & Inflow Analysis of the Sanitary Sewer System
- R10: Awarding Professional Services Contract to Appraisal Systems Inc. for Appraisal Inspections and Related Services in Connection with 2023 Borough-Wide Reassessment Program

**BOROUGH OF WATCHUNG  
MAYOR & COUNCIL REGULAR MEETING AGENDA  
(REVISED)**

**AUGUST 18, 2022 - 7:30 P.M.**

- R11: Determining the Form and Other Details and Providing for the Determination of Other Terms of Not to Exceed \$5,782,950.00 General Improvement Bonds of the Borough and Providing for Their Sale to the Somerset County Improvement Authority
- R12: Providing for the Combination of Certain Issues of General Improvement Bonds of the Borough Into a Single Issue of Bonds Aggregating \$5,782,950.00 in Principal Amount.
- R13: Authorizing Field and Facility Permit Application for Flag Raising Ceremony at Borough Hall
- R14: Awarding Bid Contract for 2022 Roadway Improvements Project to J.A. Alexander, Inc.
- R15: Authorizing a Contract for Transfer of Real Property and Easements with Maha at Watchung, LLC
- R17: Authorizing Field and Facility Permit Application for Friends of the Library Ice Cream Event at Watchung Library Branch

**PUBLIC PORTION - GENERAL DISCUSSION**

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

**EXECUTIVE SESSION**

- R16: Authorizing Executive Session: Contract Negotiations

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 held on the rescheduled date of Thursday, September 1, 2022 at 7:30 P.M.

**BOROUGH OF WATCHUNG  
RESOLUTION: R1**

**WHEREAS**, the 2022 Municipal Budget was adopted on May 18, 2022;  
and

**WHEREAS**, the State of New Jersey did not approve the budget in time for the Somerset County Tax Board to establish the 2022 Tax Rate in time for the August 1, 2022 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 2022 to September 1, 2022, as per NJ State Statute provisions, with the fourth quarter tax payment remaining due on the established date of November 1, 2022.

**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.

\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX: FINANCE-BUDGET,  
C: B. HANCE, E. KERWIN,

**BOROUGH OF WATCHUNG  
RESOLUTION: R2**

**WHEREAS**, the Borough of Watchung received proposals for online tax sale hosting services; and

**WHEREAS**, one bid was received from Realauction.com, LLC in the amount of \$15 per certificate advertised; and

**WHEREAS**, the Chief Financial Officer certifies that funds are available in line item 2-01-140-255.

\_\_\_\_\_  
William J. Hance, Chief Financial Officer

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the Chief Financial Officer is authorized to award the online tax sale hosting service contract to Realauction.com, LLC for \$15 per certificate advertised for a total anticipated amount not to exceed \$1,500.00.

\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX: FINANCE-MISC, AWARDS,  
C: B. HANCE,

**BOROUGH OF WATCHUNG  
RESOLUTION: R3**

***RESOLUTION OPPOSING THE PROPOSED COST INCREASES TO THE STATE  
HEALTH BENEFITS PROGRAM***

**WHEREAS**, the State Health Benefits Program (SHBP), governed by N.J.S.A. 52:14-17.25 et seq., offers medical, prescription drug, and dental coverage to qualified State and participating local government public employees, retirees, and eligible dependents; and

**WHEREAS**, all SHBP plans are self-funded meaning that the money paid out for benefits comes directly from a SHBP fund supplied by the State, participating local employers, and member premiums; and

**WHEREAS**, the Division of Pensions and Benefits is responsible for the daily administrative activities of the SHBP, the State Health Benefits Commission is the executive organization responsible for overseeing the SHBP; and

**WHEREAS**, the State Health Benefits Commission, comprised of state officials and union representatives, annually consider the calendar year premium levels for the Local Government Employer Group of the SHBP based on recommendations found in the Rate Setting Recommendation Analysis of the Local Government Employee Group; and

**WHEREAS**, the preliminary rate increase for the 2023 Local Government Employer Group is 22.8%, which includes a 21.6% increase for Active, a 13% increase in Early Retiree, and a 0.7% increase for Medicare Retiree; and

**WHEREAS**, subsequent news accounts has Department of Treasury noting "rates for active members and early retirees would likely be increase between 12-20% across the various plans for the upcoming year"; and

**WHEREAS**, such proposed exorbitant rate increases will fall upon the local property taxpayer along with the local public employees at a time where there is record inflation, and



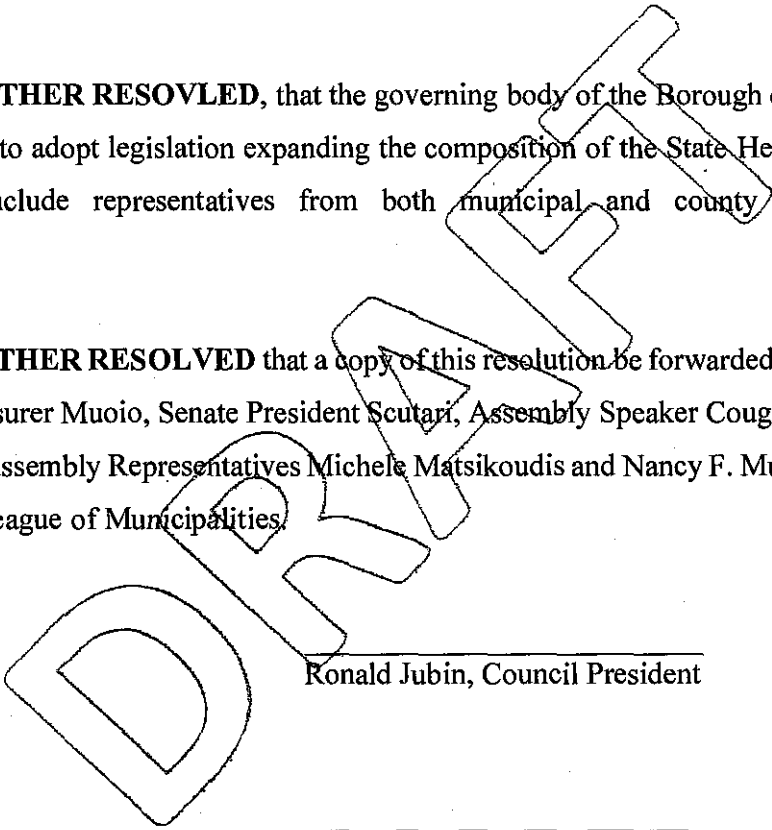
**BOROUGH OF WATCHUNG  
RESOLUTION: R3**

**WHEREAS**, the proposed premium increase for most active employees will take thousands more out of their paychecks annually and lead to huge costs for local governments that will translate into higher property tax bills for struggling families; and

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Borough of Watchung in the County of Somerset call up the State Health Benefit Commission to reconsider the rate increase and strike a rate increase that is appropriate in the current economic conditions; and

**BE IT FURTHER RESOVLED**, that the governing body of the Borough of Watchung urge the legislature to adopt legislation expanding the composition of the State Health Benefits Commission to include representatives from both municipal and county government management; and

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to Governor Murphy, State Treasurer Muoio, Senate President Scutari, Assembly Speaker Coughlin, Senator Jon M. Bramnick, Assembly Representatives Michele Matsikoudis and Nancy F. Munoz, and the New Jersey State League of Municipalities.

  
\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED:      AUGUST 18, 2022  
INDEX:        MISC.  
C:              NJ LEGISLATURE, NJLM

**BOROUGH OF WATCHUNG  
RESOLUTION: R4**

**WHEREAS**, Providence Healthcare Diagnostics recently opened a facility in Watchung and applied for three (3) one-day mobile food handler licenses and the respective fire permits for their grand opening; and

**WHEREAS**, Providence Healthcare Diagnostics inadvertently overpaid in borough fee applications as a result of applying for seasonal mobile food handler licenses and is now due a refund.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the Chief Financial Officer is hereby authorized to refund \$396.00 to Providence Healthcare Diagnostics, for overpayment of borough one-day mobile food handler licenses and respective fire permit fees.

  
\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX: FINANCE-MISC., MISC.  
C: B HANCE

**Edith Gil**

---

**From:** Damaris Quinones-Gray  
**Sent:** Tuesday, August 9, 2022 9:07 AM  
**To:** Naomi Dorilas  
**Cc:** Edith Gil; William J. Hance  
**Subject:** RE: [EXTERNAL] Re: Grand Opening Event Food Handler Permits

Naomi,

Please confirm – the check should be made payable to Providence Healthcare Diagnostics, Inc. correct?  
Thanks.

*Dámaris*

**From:** Damaris Quinones-Gray  
**Sent:** Tuesday, August 9, 2022 9:03 AM  
**To:** Naomi Dorilas <ndorilas@prvdx.com>  
**Cc:** Edith Gil <EGil@watchungnj.gov>; William J. Hance <bhance@watchungnj.gov>  
**Subject:** RE: [EXTERNAL] Re: Grand Opening Event Food Handler Permits

Good morning Naomi.

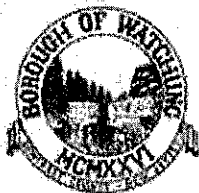
Yes we will reimburse the food license fee for the one that failed inspection and the difference. There will be a resolution on the August 18<sup>th</sup> agenda to issue the refund in the amount of \$396.00.

CHECK # 1015 received on August 1 <sup>st</sup> in amount of	\$500.00
Charged \$100.00 for <u>Three</u> vendors (in error)	<u>\$300.00</u>
	200.00
Should have charged \$25.00 for each (2 trucks) (credit)	<u>\$250.00</u>
	(\$500.00 - \$50.00) 450.00
Fire Permit Fee for <u>One</u> truck (Ms. Fu's Yummy Food)	<u>-\$54.00</u>
Total refund due	<u>\$396.00</u>

◆ Application fee (\$25.00) for the truck that failed inspection is included in reimbursed total.

Please accept my apology for this inconvenience.

Thank you for your patience in this matter.



*Dámaris Quinones-Gray*  
Secretary, Board of Health  
Borough of Watchung  
15 Mountain Boulevard, Watchung, NJ 07069  
908-756-0080, ext. 211  
[dgray@watchungnj.gov](mailto:dgray@watchungnj.gov)

**From:** Naomie Dorilas <[ndorilas@prvdx.com](mailto:ndorilas@prvdx.com)>  
**Sent:** Friday, August 5, 2022 1:48 PM  
**To:** Damaris Quinones-Gray <[dgray@watchungnj.gov](mailto:dgray@watchungnj.gov)>  
**Cc:** Edith Gil <[EGil@watchungnj.gov](mailto:EGil@watchungnj.gov)>; Linda Monetti <[lmonetti@watchungnj.gov](mailto:lmonetti@watchungnj.gov)>  
**Subject:** [EXTERNAL] Re: Grand Opening Event Food Handler Permits

Hi Damaris,

I picked up the permits this afternoon. Thank you for all of your assistance. I hope tomorrow will give us a sunny day for a successful event.

I was wondering if there is a permit that is for one-day events. The form I completed had only two options - annual and seasonal. For 2 out of the 3 permit applications we submitted, we only needed the food truck for the day of the event.

Finally, for the food truck that did not pass inspection from the Fire Inspector, would there be a consideration to refund the \$100 application fee for the food handler permit?

Regards,  
Naomie

On Thu, Aug 4, 2022 at 11:40 AM Damaris Quinones-Gray <[dgray@watchungnj.gov](mailto:dgray@watchungnj.gov)> wrote:

Good morning,

The permits for The Urban Cone and Ms. Fu's Yummy food trucks can be picked up from Linda Monetti, any time before 4pm today or before 1:30pm tomorrow at Watchung Borough Hall - 15 Mountain Boulevard.

Please do not hesitate to contact me if you need further assistance.

Thank you.



*Dámaris Quiñones-Gray*

Secretary, Board of Health

Borough of Watchung

15 Mountain Boulevard, Watchung, NJ 07069

**BOROUGH OF WATCHUNG  
RESOLUTION:R5**

**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 \$6,541,581.94 per the attached bill list. The expenditures can be broken down into the following categories:

Affordable Housing Trust	\$	24,998.19
Animal Control	\$	9.00
Grant Fund	\$	-
Capital Fund	\$	8,612.76
Developer's Escrow	\$	7,423.54
Other Escrow	\$	77,304.25
Somerset County Taxes	\$	1,467,104.46
Somerset County Open Space Taxes	\$	146,585.48
Somerset County Library Taxes	\$	206,996.79
Watchung Board of Education Taxes	\$	1,175,137.00
Watchung Hills Regional High School Taxes	\$	703,580.00
Current Fund	\$	2,723,830.47
<b>Total Expenditures:</b>	<b>\$</b>	<b>6,541,581.94</b>

\_\_\_\_\_  
Ronald Jubin

\_\_\_\_\_  
Wendy Robinson

\_\_\_\_\_  
Pietro Martino

\_\_\_\_\_  
Freddie Hayeck

\_\_\_\_\_  
Christine Ead

\_\_\_\_\_  
Curt Dahl

*William J. Hance*  
\_\_\_\_\_  
William J. Hance, CFO

\_\_\_\_\_  
Keith Balla, Mayor

\_\_\_\_\_  
James Damato, Administrator

Date: August 18, 2022  
Index: Finance  
C: Finance

Range of Checking Accts: AFFORD HOUSING to PNC OTHER ESC Range of Check Dates: 07/09/22 to 08/15/22  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct

AFFORD HOUSING AFFORDABLE HOUSING TRUST FUND							
672	08/15/22	BATEM					5475
22-00030	28	Affordable Housing	1,617.00	H-06- -100-101	Budget		3 1
Affordable Housing Trust Fund							

673	08/15/22	CGPH					5475
21-00043	12	housing administrative agent	22,733.19	H-06- -100-101	Budget		1 1
Affordable Housing Trust Fund							
21-00043	19	housing administrative agent	648.00	H-06- -100-101	Budget		2 1
Affordable Housing Trust Fund							
			23,381.19				

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	24,998.19	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	24,998.19	0.00

ANIMAL CONTROL Investors Animal Control Trust							
1069	08/15/22	NJDHS					5471
22-00027	7	June dog license #139-143	9.00	D-11- -100-201	Budget		1 1
Animal Control Trust Fund							

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	9.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	9.00	0.00

CAPITAL ACCOUNT Investors Savings Capital Fund							
2314	08/15/22	GLS					5474
22-00445	1	Fire Dept lock system	1,641.41	C-02- -417-A16	Budget		1 1
Fire House Improvements							

2315	08/15/22	OBS					5474
22-00474	3	Revcord Call Recorder Server	6,971.35	C-02- -815-B01	Budget		2 1
Acquisition of Communications Equipment							

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	8,612.76	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	8,612.76	0.00

CURRENT FUND Investors Bank Current Fund							
39012	07/11/22	ARAMARK					5461
22-00680	1	LUNCH AT TURTLE BACK ZOO	530.99	2-01- -245-202	Budget		1 1
Summer Camp							

39013	07/15/22	NJDFW					5462
22-00717	1	Watchung Lake water lowering	2.00	2-01- -150-283	Budget		1 1
Unclassified Expenses							

August 15, 2022  
01:05 PM

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	Seq	Num
PO #	Item	Description								
CURRENT FUND		Investors Bank Current Fund		Continued						
39016	07/21/22	UNION SO Union Soil Conservation D		(Replaced By: CURRENT FUND	39015)	08/15/22	VOID	5464		
22-00734	1	Mobus Field Playground SESC	695.00	2-01- -205-111	Budget			1	1	
				Salary & Wage						
39017	07/21/22	UNION SO Union Soil Conservation D						5465		
22-00735	1	Mobus Field Playground SESC	695.00	2-01- -205-111	Budget			1	1	
				Salary & Wage						
336	07/30/22	WAT18 WATCHUNG TAX COLLECTOR						5466		
22-00530	2	reimburse interest	77.57	2-01- -110-278	Budget			1	1	
				Community Relations						
337	08/15/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.						5467		
22-00718	1	Watchung Boro Payroll	500.00	2-01- -245-111	Budget			1	1	
				Salary & Wage						
22-00718	2	Watchung Boro Payroll	1,177.50	2-01- -165-111	Budget			2	1	
				Salary & Wage						
22-00718	3	Watchung Boro Payroll	2,375.00	2-01- -190-111	Budget			3	1	
				Salary & Wage						
22-00718	4	Watchung Boro Payroll	258.08	2-01- -200-111	Budget			4	1	
				Salary & Wage						
22-00718	5	Watchung Boro Payroll	210.00	2-01- -245-111	Budget			5	1	
				Salary & Wage						
22-00718	6	Watchung Boro Payroll	5,112.75	2-01- -245-111	Budget			6	1	
				Salary & Wage						
22-00718	8	Watchung Boro Payroll	375.00	2-01- -110-111	Budget			7	1	
				Salary & Wage						
22-00718	9	Watchung Boro Payroll	9,161.28	2-01- -115-111	Budget			8	1	
				Salary & Wage						
22-00718	10	Watchung Boro Payroll	8,078.37	2-01- -120-111	Budget			9	1	
				Salary & Wage						
22-00718	11	Watchung Boro Payroll	7,823.24	2-01- -130-111	Budget			10	1	
				Salary & Wage						
22-00718	12	Watchung Boro Payroll	2,595.08	2-01- -135-111	Budget			11	1	
				Salary & Wage						
22-00718	13	Watchung Boro Payroll	2,349.12	2-01- -150-111	Budget			12	1	
				Salary & Wages						
22-00718	14	Watchung Boro Payroll	1,422.41	2-01- -187-111	Budget			13	1	
				Salary & wage						
22-00718	15	Watchung Boro Payroll	150,169.47	2-01- -190-111	Budget			14	1	
				Salary & Wage						
22-00718	16	Watchung Boro Payroll	3,466.78	2-01- -190-112	Budget			15	1	
				Overtime						
22-00718	17	Watchung Boro Payroll	80,365.81	2-01- -190-111	Budget			16	1	
				Salary & wage						
22-00718	18	Watchung Boro Payroll	19,399.62	2-01- -190-111	Budget			17	1	
				Salary & Wage						
22-00718	19	Watchung Boro Payroll	2,464.91	2-01- -190-112	Budget			18	1	
				Overtime						
22-00718	20	Watchung Boro Payroll	2,023.44	2-01- -190-112	Budget			19	1	
				Overtime						

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				
337	WATCHUNG BORO. PAYROLL ACCT.	Continued					
22-00718	21	Watchung Boro Payroll	10,286.36	2-01- -205-111	Budget		20
				Salary & Wage			
22-00718	22	Watchung Boro Payroll	6,181.44	2-01- -250-111	Budget		21
				Salary & Wage			
22-00718	23	Watchung Boro Payroll	2,751.66	2-01- -405-111	Budget		22
				Salary & Wage			
22-00718	24	Watchung Boro Payroll	9,958.87	2-01- -310-218	Budget		23
				Social Security / Medicare			
22-00718	25	Watchung Boro Payroll	47.68	2-01- -307-283	Budget		24
				DCRP			
22-00718	26	Watchung Boro Payroll	5,921.50	2-01- -205-111	Budget		25
				Salary & Wage			
			334,575.37				
338	08/15/22	CMB CHASE MANHATTAN BANK					5467
22-00804	1	Bond Interest	174,687.50	2-01- -660-201	Budget		26
				Interest On Bonds			
339	08/15/22	CMB CHASE MANHATTAN BANK					5467
22-00804	2	Bond Principal	900,000.00	2-01- -655-201	Budget		27
				Payment Of Bond Principal			
340	08/15/22	FRANKLIN Franklin Mutual Insurance Co					5467
22-00597	2	Friends of Library insurance	403.00	2-01- -175-187	Budget		28
				Commercial Liability Insurance			
341	08/15/22	PERS State of New Jersey					5467
22-00137	15	August Bill Active	82,677.92	2-01- -175-393	Budget		29
				Health Benefits Plan			
342	08/15/22	PERS State of New Jersey					5467
22-00137	16	August Bill Retired	65,021.81	2-01- -175-393	Budget		30
				Health Benefits Plan			
343	08/15/22	BEL VERIZON					5467
22-00805	1	phone / internet	265.88	2-01- -283-459	Budget		31
				Telephone			
344	08/15/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.					5469
22-00806	1	Watchung Boro Payroll	500.00	2-01- -245-111	Budget		1
				Salary & Wage			
22-00806	2	Watchung Boro Payroll	553.50	2-01- -165-111	Budget		2
				Salary & Wage			
22-00806	3	Watchung Boro Payroll	2,375.00	2-01- -165-111	Budget		3
				Salary & Wage			
22-00806	4	Watchung Boro Payroll	264.53	2-01- -200-111	Budget		4
				Salary & Wage			
22-00806	5	Watchung Boro Payroll	315.00	2-01- -245-111	Budget		5
				Salary & Wage			
22-00806	6	Watchung Boro Payroll	9,422.50	2-01- -245-111	Budget		6
				Salary & Wage			



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acc
CURRENT FUND		Investors Bank Current Fund		Continued					
344		WATCHUNG BORO. PAYROLL ACCT.		Continued					
22-00806	7	Watchung Boro Payroll	723.00	2-01- -245-111	Budget		7	1	
				Salary & wage					
22-00806	8	Watchung Boro Payroll	375.00	2-01- -110-111	Budget		8	1	
				Salary & wage					
22-00806	9	Watchung Boro Payroll	9,390.32	2-01- -115-111	Budget		9	1	
				Salary & wage					
22-00806	10	Watchung Boro Payroll	8,189.18	2-01- -115-111	Budget		10	1	
				Salary & wage					
22-00806	11	Watchung Boro Payroll	8,066.86	2-01- -130-111	Budget		11	1	
				Salary & wage					
22-00806	12	Watchung Boro Payroll	3,438.46	2-01- -135-111	Budget		12	1	
				Salary & wage					
22-00806	13	Watchung Boro Payroll	2,291.66	2-01- -140-111	Budget		13	1	
				Salary & wage					
22-00806	14	Watchung Boro Payroll	2,407.85	2-01- -150-111	Budget		14	1	
				Salary & wages					
22-00806	15	Watchung Boro Payroll	1,457.97	2-01- -187-111	Budget		15	1	
				Salary & wage					
22-00806	16	Watchung Boro Payroll	150,324.12	2-01- -190-111	Budget		16	1	
				Salary & wage					
22-00806	17	Watchung Boro Payroll	1,793.98	2-01- -190-112	Budget		17	1	
				Overtime					
22-00806	18	Watchung Boro Payroll	1,539.67	2-01- -190-111	Budget		18	1	
				Salary & wage					
22-00806	19	Watchung Boro Payroll	1,371.20	2-01- -190-112	Budget		19	1	
				Overtime					
22-00806	20	Watchung Boro Payroll	12.77	2-01- -190-112	Budget		20	1	
				Overtime					
22-00806	21	Watchung Boro Payroll	6,877.13	2-01- -205-111	Budget		21	1	
				Salary & wage					
22-00806	22	Watchung Boro Payroll	178.23	2-01- -205-112	Budget		22	1	
				Overtime					
22-00806	23	Watchung Boro Payroll	7,165.64	2-01- -250-111	Budget		23	1	
				Salary & wage					
22-00806	24	Watchung Boro Payroll	1,012.25	2-01- -265-111	Budget		24	1	
				Salary & wage					
22-00806	25	Watchung Boro Payroll	9,532.13	2-01- -310-218	Budget		25	1	
				Social Security / Medicare					
22-00806	26	Watchung Boro Payroll	49.80	2-01- -307-283	Budget		26	1	
				DCRP					
22-00806	27	Watchung Boro Payroll	11,394.88	2-01- -205-111	Budget		27	1	
				Salary & wage					
22-00806	28	Watchung Boro Payroll	178.35	2-01- -205-112	Budget		28	1	
				Overtime					
22-00806	29	Watchung Boro Payroll	2,820.45	2-01- -405-111	Budget		29	1	
				Salary & wage					
22-00806	30	Watchung Boro Payroll	1,744.51	2-01- -190-111	Budget		30	1	
				Salary & wage					
			245,765.94						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Ref Acct
CURRENT FUND		Investors Bank		Current Fund					
		Continued							
345	08/15/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.					5469		
22-00801	1	Watchung Borough	500.00	2-01- -110-111 Salary & Wage	Budget		31	1	
22-00801	2	Watchung Borough	1,062.16	2-01- -160-111 Salary & Wage	Budget		32	1	
22-00801	3	Watchung Borough	2,375.00	2-01- -190-111 Salary & Wage	Budget		33	1	
22-00801	4	Watchung Borough	348.41	2-01- -200-111 Salary & Wage	Budget		34	1	
22-00801	5	Watchung Borough	420.00	2-01- -245-111 Salary & Wage	Budget		35	1	
22-00801	6	Watchung Borough	8,581.50	2-01- -245-111 Salary & Wage	Budget		36	1	
22-00801	7	Watchung Borough	952.25	2-01- -255-111 Salary & Wage	Budget		37	1	
22-00801	8	Watchung Borough	375.00	2-01- -110-111 Salary & Wage	Budget		38	1	
22-00801	9	Watchung Borough	12,367.79	2-01- -115-111 Salary & Wage	Budget		39	1	
22-00801	10	Watchung Borough	9,629.76	2-01- -120-111 Salary & Wage	Budget		40	1	
22-00801	11	Watchung Borough	11,059.44	2-01- -130-111 Salary & Wage	Budget		41	1	
22-00801	12	Watchung Borough	5,278.83	2-01- -135-111 Salary & Wage	Budget		42	1	
22-00801	13	Watchung Borough	1,196.19	2-01- -140-111 Salary & Wage	Budget		43	1	
22-00801	14	Watchung Borough	3,171.32	2-01- -150-111 Salary & Wages	Budget		44	1	
22-00801	15	Watchung Borough	14,677.67	2-01- -205-111 Salary & Wage	Budget		45	1	
22-00801	16	Watchung Borough	1,927.87	2-01- -187-111 Salary & Wage	Budget		46	1	
22-00801	17	Watchung Borough	158,262.62	2-01- -190-111 Salary & Wage	Budget		47	1	
22-00801	18	Watchung Borough	3,887.16	2-01- -190-112 Overtime	Budget		49	1	
22-00801	19	Watchung Borough	9,362.60	2-01- -190-111 Salary & Wage	Budget		48	1	
22-00801	20	Watchung Borough	2,241.15	2-01- -190-112 Overtime	Budget		50	1	
22-00801	21	Watchung Borough	134.25	2-01- -190-112 Overtime	Budget		51	1	
22-00801	22	Watchung Borough	10,543.51	2-01- -205-111 Salary & Wage	Budget		52	1	
22-00801	23	Watchung Borough	411.57	2-01- -205-112 Overtime	Budget		53	1	
22-00801	24	Watchung Borough	3,343.09	2-01- -205-111 Salary & Wage	Budget		54	1	
22-00801	25	Watchung Borough	544.07	2-01- -205-112 Overtime	Budget		55	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acc't
CURRENT FUND		Investors Bank Current Fund		Continued					
345	WATCHUNG BORO. PAYROLL ACCT.	Continued							
22-00801	26	Watchung Borough	6,165.96	2-01- -250-111 Salary & Wage	Budget		56	1	
22-00801	27	Watchung Borough	8,506.32	2-01- -250-111 Salary & Wage	Budget		57	1	
22-00801	28	Watchung Borough	10,659.92	2-01- -265-111 Salary & Wage	Budget		58	1	
22-00801	30	Watchung Borough	12,228.24	2-01- -310-218 Social Security / Medicare	Budget		59	1	
22-00801	31	Watchung Borough	100.46	2-01- -307-283 DCRP	Budget		60	1	
22-00801	32	Watchung Borough	986.88	2-01- -205-112 Overtime	Budget		61	1	
22-00801	33	Watchung Borough	3,714.74	2-01- -405-111 Salary & Wage	Budget		62	1	
			<u>297,015.23</u>						
39014	08/15/22	UNION SO Union soil Conservation D				08/15/22 VOID	5464		
22-00734	1	Mobus Field Playground SESC	695.00	2-01- -205-111 Salary & Wage	Budget		1	1	
39015	08/15/22	UNION SO Union soil Conservation D				08/15/22 VOID	5464		
22-00734	1	Mobus Field Playground SESC	695.00	(Replaced by: CURRENT FUND 39014) 2-01- -205-111 Salary & Wage	Budget		1	1	
39018	08/15/22	ACCSESNJ ACCSES New Jersey, Inc.					5472		
22-00798	1	cleaning services June	4,397.95	2-01- -155-272 Janitorial & Laundry Serv.	Budget		201	1	
22-00798	2	cleaning services July	4,397.95	2-01- -155-272 Janitorial & Laundry Serv.	Budget		202	1	
			<u>8,795.90</u>						
39019	08/15/22	ACCU LEXISNEXIS					5472		
22-00710	1	Accurint Monthly Access	600.00	2-01- -190-256 Membership Dues	Budget		138	1	
39020	08/15/22	ACDAUGHT AC DAUGHTRY SECURITY SYSTEMS					5472		
22-00037	6	SECURITY/FIRE SYSTEM MONITOR	359.85	2-01- -155-273 Bldg.-Other Contracted Serv.	Budget		36	1	
39021	08/15/22	ADS Action Data Services					5472		
22-00013	20	payroll processing	337.14	2-01- -130-281 Prof. & Contr. Services-Other	Budget		21	1	
22-00013	21	payroll processing	440.54	2-01- -130-281 Prof. & Contr. Services-Other	Budget		22	1	
22-00013	22	payroll processing	1,291.00	2-01- -130-281 Prof. & Contr. Services-Other	Budget		23	1	
22-00013	23	payroll processing	477.03	2-01- -130-281 Prof. & Contr. Services-Other	Budget		24	1	
			<u>2,545.71</u>						

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							
39022	08/15/22	AFP ABSOLUTE FIRE PROTECTION					5472
22-00722	1	APPARATUS PARTS - TRUCK 60	2,325.12	2-01- -185-269 Vehicle Repairs & Maint.	Budget		142 1
39023	08/15/22	AIRGROUP Air Group LLC					5472
22-00666	1	LEAK FROM BACK OF EVAP COIL	558.72	2-01- -155-284 HVAC Repairs	Budget		115 1
22-00727	1	POLICE DEPARTMENT - AC UNIT	1,295.50	2-01- -155-284 HVAC Repairs	Budget		145 1
			<u>1,854.22</u>				
39024	08/15/22	AMAZ Amazon c/o Synchrony Bank					5472
22-00706	1	CRAFTS/SUPPLIES	254.11	2-01- -245-202 Summer Camp	Budget		131 1
22-00706	2	CAMP SUPPLIES	146.87	2-01- -245-202 Summer Camp	Budget		132 1
22-00709	1	Mini Binder Clips 3/4" 96pk	17.97	2-01- -190-227 Office Supplies & Materials	Budget		134 1
22-00709	2	Band-Aid 100ct 2pk 1"x3"	21.50	2-01- -190-231 Emergency & Safety Supplies	Budget		135 1
22-00709	3	Oxygen Regulator	48.10	2-01- -190-231 Emergency & Safety Supplies	Budget		136 1
22-00709	4	Oxygen wrench 5pk	25.58	2-01- -190-231 Emergency & Safety Supplies	Budget		137 1
22-00711	1	ACER Monitor 21.5" HDMI	219.98	2-01- -190-233 Computer Expense	Budget		139 1
22-00715	1	CRAFT SUPPLIES	145.94	2-01- -245-202 Summer Camp	Budget		141 1
22-00732	1	EAR PHONES	19.98	2-01- -120-227 Office Supplies & Materials	Budget		151 1
22-00776	1	OFFICE SUPPLIES	244.34	2-01- -120-227 Office Supplies & Materials	Budget		180 1
			<u>1,144.87</u>				
39025	08/15/22	AMAZON2 Amazon c/o Synchrony Bank					5472
22-00568	11	power strips / cable	76.48	2-01- -155-232 General Supplies	Budget		97 1
22-00568	12	screen protector	102.82	2-01- -120-227 Office Supplies & Materials	Budget		98 1
22-00568	13	external hard drive	87.33	2-01- -120-227 Office Supplies & Materials	Budget		99 1
22-00568	14	soap	60.94	2-01- -155-238 Janitorial, Household Expen.	Budget		100 1
22-00568	15	envelopes	42.31	2-01- -155-238 Janitorial, Household Expen.	Budget		101 1
			<u>369.88</u>				
39026	08/15/22	AOC ALLIED OIL, LLC					5472
22-00040	30	unleaded 7/7 delivery	3,178.70	2-01- -283-751 Motor Fuels	Budget		37 1
22-00040	31	unleaded 7/18 delivery	2,609.67	2-01- -283-751 Motor Fuels	Budget		38 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
CURRENT FUND		Investors Bank Current Fund	Continued						
39026		ALLIED OIL, LLC							
22-00040	32	unleaded 7/25 delivery	2,384.69	2-01- -283-751	Budget		39	1	
				Motor Fuels					
22-00040	33	diesel 7/26	1,496.45	2-01- -283-751	Budget		40	1	
				Motor Fuels					
			<u>9,669.51</u>						
39027	08/15/22	APPROVED APPROVED FIRE PROTECTION							5472
22-00041	3	2022 EXTINGUISHER INSPECTION	358.67	2-01- -155-273	Budget		41	1	
				Bldg.-Other Contracted Serv.					
22-00041	4	2022 EXTINGUISHER INSPECTION	263.94	2-01- -155-273	Budget		42	1	
				Bldg.-Other Contracted Serv.					
			<u>622.61</u>						
39028	08/15/22	ARD ARD APPRAISAL COMPANY, INC.							5472
22-00736	1	Appraisal 12 Stirling Rd	5,000.00	2-01- -150-281	Budget		153	1	
				Prof. & Cons. Serv. Other					
39029	08/15/22	ASCARANO Angelo Scarano Inc.							5472
22-00674	1	TEMPORARY RESTROOM	125.00	2-01- -245-265	Budget		119	1	
				Misc. Rental Costs					
22-00750	1	TEMPORARY RESTROOM AT MOBUS	125.00	2-01- -245-265	Budget		170	1	
				Misc. Rental Costs					
			<u>250.00</u>						
39030	08/15/22	ASLGROUP ASL Group LLC							5472
22-00756	1	RETAINING WALL REPAIR	3,800.00	2-01- -155-273	Budget		174	1	
				Bldg.-Other Contracted Serv.					
39031	08/15/22	ATACARE AMERICAN TIRE & AUTO CARE							5472
22-00111	3	2022 MAINTENANCE & REPAIRS	1,586.52	2-01- -185-269	Budget		65	1	
				Vehicle Repairs & Maint.					
39032	08/15/22	ATT A T & T							5472
22-00782	1	AT&T	87.82	2-01- -283-459	Budget		182	1	
				Telephone					
39033	08/15/22	BATEM DIFRANCESCO, BATEMAN, COLEY,							5472
22-00030	29	Miller V Watchung litigation	429.00	2-01- -145-279	Budget		29	1	
				Prof. & Cons. Serv. Legal					
22-00030	30	June legal services	7,524.00	2-01- -145-279	Budget		30	1	
				Prof. & Cons. Serv. Legal					
22-00030	31	tax appeals 6/30/22	990.00	2-01- -135-279	Budget		31	1	
				Profess. & Consultant Legal					
22-00030	32	2022 prosecutor services	42,900.00	2-01- -145-279	Budget		32	1	
				Prof. & Cons. Serv. Legal					
22-00030	33	tax appeals 06/30/22	874.50	2-01- -135-279	Budget		33	1	
				Profess. & Consultant Legal					
22-00030	34	tax appeals 06/30/22	2,310.00	2-01- -135-279	Budget		34	1	
				Profess. & Consultant Legal					
			<u>55,027.50</u>						

August 15, 2022  
01:05 PM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 9

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				
39034	08/15/22	BEL VERIZON					5472
22-00784	1	Verizon	5,797.04	2-01- -283-459 Telephone	Budget	184	1
39035	08/15/22	BNP BOROUGH OF NORTH PLAINFIELD					5472
22-00492	3	court interlocal agreement	7,633.32	2-01- -405-287 Court Interlocal Services Costs	Budget	91	1
22-00492	4	court interlocal agreement	163.58	2-01- -405-287 Court Interlocal Services Costs	Budget	92	1
			<u>7,796.90</u>				
39036	08/15/22	BRKPRS The Brooklyn Press					5472
22-00733	1	YOUTH T-SHIRTS	251.00	2-01- -245-202 Summer Camp	Budget	152	1
39037	08/15/22	BUSINESS Business Watch International					5472
22-00787	1	Game Stop registration	250.00	2-01- -110-278 Community Relations	Budget	187	1
39038	08/15/22	CHATHAML CHATHAM LAWNMOWER SERVICES					5472
22-00051	3	2022 DPW LAWNMOWER SERVICES	528.12	2-01- -205-246 Equipment & Machinery Parts	Budget	43	1
39039	08/15/22	CLSI CHATHAM LAWNMOWER SERVICE, INC					5472
22-00691	1	52" Exmark Lawnmower	9,944.00	2-01- -155-246 Equip. & Machinery Parts	Budget	128	1
39040	08/15/22	COU COURIER NEWS					5472
22-00749	1	Legal Ad	68.64	2-01- -150-281 Prof. & Cons. Serv. Other	Budget	168	1
22-00749	2	Legal Ad	35.00	2-01- -150-281 Prof. & Cons. Serv. Other	Budget	169	1
			<u>103.64</u>				
39041	08/15/22	COUR COURIER NEWS					5472
22-00559	1	PB LEGAL AD	55.83	2-01- -160-255 Advertising Expenses	Budget	95	1
39042	08/15/22	DEB DIRECT ENERGY BUSINESS					5472
22-00786	1	Direct Energy Business	2,169.59	2-01- -283-362 Heating/AC	Budget	186	1
39043	08/15/22	DEER1 READYREFRESH BY NESTLE					5472
22-00093	7	2022 WATER/COOLER SUPPLIES	285.11	2-01- -155-254 Other Materials & Supplies	Budget	57	1
39044	08/15/22	DLL Toshiba Fin Services Leasing					5472
22-00003	28	copier lease	985.00	2-01- -120-228 Photocopy Expense	Budget	2	1
22-00003	29	copier lease	147.00	2-01- -120-228 Photocopy Expense	Budget	3	1

August 15, 2022  
01:05 PM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 10

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			
39044		Toshiba Fin Services Leasing		Continued			
22-00003	30	copier lease	2,047.50	2-01- -120-228	Budget		4 1
				Photocopy Expense			
22-00003	31	copier lease	2,047.50	2-01- -120-228	Budget		5 1
				Photocopy Expense			
22-00003	32	copier lease	147.00	2-01- -120-228	Budget		6 1
				Photocopy Expense			
22-00003	33	copier lease	3.10	2-01- -120-228	Budget		7 1
				Photocopy Expense			
			<u>5,377.10</u>				
39045	08/15/22	EAI EDMUNDS & ASSOCIATES, INC.					5472
22-00247	2	tax bill printing	1,076.93	2-01- -140-258	Budget		81 1
				Printing & Binding			
22-00247	3	tax bill printing	270.00	2-01- -140-258	Budget		82 1
				Printing & Binding			
22-00247	4	Epson validator	270.00	2-01- -140-227	Budget		83 1
				Office Supplies & Materials			
			<u>1,616.93</u>				
39046	08/15/22	EMPIRESU EMPIRE SUPPLIES					5472
22-00058	2	2022 DPW SUPPLIES	9.63	2-01- -205-246	Budget		44 1
				Equipment & Machinery Parts			
39047	08/15/22	ESIE ESI EQUIPMENT, INC.					5472
22-00762	1	ANNUAL SERVICE AGREEMENT	1,890.00	2-01- -185-233	Budget		176 1
				Computer Expenses			
39048	08/15/22	ESOSULUT ESO SOLUTIONS, INC.					5472
22-00679	1	CAD INTEGRATION & FIRE PACKAGE	2,566.80	2-01- -185-246	Budget		124 1
				Equip. & Machinery Parts			
39049	08/15/22	EVOQUA EVOQUA WATER TECHNOLOGIES, LLC					5472
22-00059	8	2022 DPW MATERIAL & SUPPLIES	3,282.84	1-01- -225-254	Budget		45 1
				Other Material & Supplies			
39050	08/15/22	FCS FANWOOD CRUSHED STONE					5472
22-00105	3	2022 DPW STONE PURCHASE	151.84	2-01- -205-242	Budget		61 1
				Asphalt, Paving Materials			
39051	08/15/22	FEDEX FEDEX					5472
22-00206	6	mailings	170.61	1-01- -160-281	Budget		77 1
				Prof. & Cons. Servs. Other			
22-00206	7	mailings	130.73	2-01- -115-257	Budget		78 1
				Postage Expense			
			<u>301.34</u>				
39052	08/15/22	FORT SUN LIFE FINANCIAL					5472
22-00219	7	life insurance	370.80	2-01- -175-187	Budget		80 1
				Commercial Liability Insurance			

August 15, 2022  
01:05 PM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 11

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
CURRENT FUND		Investors Bank Current Fund		Continued					
39053	08/15/22	GIL EDITH G. GIL					5472		
22-00743	1	NJLM MiniConf Travel Exp	72.68	2-01- -120-261 Travel Allowance	Budget	160		1	
39054	08/15/22	GLS GROVE LOCK & SAFE CO.					5472		
22-00065	3	2022 DPW REPAIR/MAINTENANCE	213.85	2-01- -155-273 Bldg.-Other Contracted Serv.	Budget	46		1	
22-00065	4	2022 DPW REPAIR/MAINTENANCE	161.40	2-01- -155-273 Bldg.-Other Contracted Serv.	Budget	47		1	
22-00445	2		7,458.59	2-01- -610-202 Buildings & Grounds Improvements	Budget	88		1	
			<u>7,833.84</u>						
39055	08/15/22	HANCE WILLIAM HANCE					5472		
22-00007	43	farmers market supplies	90.91	2-01- -110-278 Community Relations	Budget	11		1	
22-00007	44	Goto My PC August - September	88.00	2-01- -115-233 Computer Expenses	Budget	12		1	
22-00007	45	August cloudflare	20.00	2-01- -115-233 Computer Expenses	Budget	13		1	
22-00007	46	zoom 5/11-7/10	85.30	2-01- -110-278 Community Relations	Budget	14		1	
22-00007	47	zoom 7/11-8/10	85.30	2-01- -110-278 Community Relations	Budget	15		1	
			<u>369.51</u>						
39056	08/15/22	HEARClea HEAR CLEAR HEARING					5472		
22-00423	1	AUDIOGRAM TESTING	780.00	2-01- -205-285 Physicals	Budget	86		1	
39057	08/15/22	HODe2 HOME DEPOT CREDIT SERVICES					5472		
22-00069	7	2022 DPW PURCHASES	832.20	2-01- -205-244 Hardware and Minor Tools	Budget	49		1	
39058	08/15/22	HOFF HOFFMAN TIRE CO., INC.					5472		
22-00068	4	2022 DPW REPAIR/SERVICE	1,371.80	2-01- -205-249 Tires and Tubes	Budget	48		1	
39059	08/15/22	HOmEd HOME DEPOT CREDIT SERVICES					5472		
22-00112	3	2022 MISC. PURCHASES	119.92	2-01- -185-246 Equip. & Machinery Parts	Budget	66		1	
22-00112	4	2022 MISC. PURCHASES	168.68	2-01- -185-246 Equip. & Machinery Parts	Budget	67		1	
			<u>288.60</u>						
39060	08/15/22	HUNTERDO COUNTY OF HUNTERDON					5472		
22-00678	1	WATER RESCUE AWARE (62222)	60.00	2-01- -185-276 Training Aids & Programs	Budget	123		1	
39061	08/15/22	IN-HOUSE IN-HOUSE PRINTS					5472		
22-00731	1	SUBLIMATED CANOPY	785.00	2-01- -185-246 Equip. & Machinery Parts	Budget	149		1	



August 15, 2022  
01:05 PM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
CURRENT FUND		Investors Bank Current Fund		Continued					
39061		IN-HOUSE PRINTS		Continued					
22-00731	2	SUBLIMATED CANOPY	785.00	2-01- -187-225	Budget		150	1	
				Other Equipment					
			<u>1,570.00</u>						
39062	08/15/22	INTERGLO Interglobe Communications					5472		
22-00783	1	INTERGLOBE	2,866.95	2-01- -283-459	Budget		183	1	
				Telephone					
39063	08/15/22	JDREWS JUSTIN DREWS					5472		
22-00752	1	FINGER PRINTING	44.13	2-01- -245-202	Budget		172	1	
				Summer Camp					
39064	08/15/22	JIF SUBURBAN JOINT INSURANCE FUND					5472		
22-00136	3	2022 insurance	81,722.00	2-01- -175-289	Budget		73	1	
				Workman's Comp. Insurance					
22-00136	4	2022 insurance	81,722.00	2-01- -175-187	Budget		74	1	
				Commercial Liability Insurance					
			<u>163,444.00</u>						
39065	08/15/22	JSSP JOHNSTONE SUPPLY- S.PLAINFIELD					5472		
22-00072	4	2022 DPW PRUCHASES/SUPPLIES	48.99	2-01- -155-284	Budget		50	1	
				HVAC Repairs					
22-00072	5	2022 DPW PRUCHASES/SUPPLIES	1,389.00	2-01- -155-284	Budget		51	1	
				HVAC Repairs					
			<u>1,437.99</u>						
39066	08/15/22	LANGU LANGUAGE LINE SERVICES					5472		
22-00566	3	interpretation services	102.00	2-01- -405-282	Budget		96	1	
				Specialized Services					
39067	08/15/22	LAWSOFT LAWSOFT, INC.					5472		
22-00683	1	Online Data Backup 3 Servers	1,800.00	2-01- -190-273	Budget		125	1	
				Other Contractual Service					
22-00683	2	Online Data Backup 3 Servers	2,700.00	2-01- -190-273	Budget		126	1	
				Other Contractual Service					
			<u>4,500.00</u>						
39068	08/15/22	LEXIPOL Lexipol DBA Praetorian Digital					5472		
22-00613	1	FIRE PLATFORM/MOVIILE SOLUTION	1,410.00	2-01- -185-281	Budget		106	1	
				Prof & Contr. Services-Other					
39069	08/15/22	LIFES LIFESAVERS, INC.					5472		
22-00549	1	Defibtech Lifeline AED Package	1,528.00	2-01- -190-231	Budget		94	1	
				Emergency & Safety Supplies					
22-00665	1	DEFIBRILLATION PAD PACKAGES	1,020.32	2-01- -185-231	Budget		114	1	
				Emergency & Safety Supplies					
22-00671	1	Lifeline AED adult	486.08	2-01- -185-231	Budget		117	1	
				Emergency & Safety Supplies					

August 15, 2022  
01:05 PM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
CURRENT FUND		Investors Bank Current Fund	Continued						
39069		LIFESAVERS, INC.	Continued						
22-00671		2 Lifeline AED Pediatric	534.24	2-01- -185-231	Budget		118	1	
				Emergency & Safety Supplies					
			<u>3,568.64</u>						
39070	08/15/22	LINNU FRANCIS P LINNUS ESQ							5472
22-00017	19	Weldon litigation	387.75	2-01- -160-279	Budget		25	1	
				Prof. & Cons. Servs. Legal					
22-00017	20	Learning Experience litigation	1,443.75	2-01- -160-279	Budget		26	1	
				Prof. & Cons. Servs. Legal					
			<u>1,831.50</u>						
39071	08/15/22	LITTLEHE LITTLE HEARTS BIG WORLD, LLC							5472
22-00573	1	ASHI BASIC FIRST AID	420.00	2-01- -185-276	Budget		102	1	
				Training Aids & Programs					
39072	08/15/22	LMON LINDA MONETTI							5472
22-00725	1	MILEAGE REIMBURSEMENT	54.75	2-01- -245-283	Budget		144	1	
				Unclassified Expenses					
22-00738	1	SUMMER CAMP RAIN LOCATION 7/18	415.33	2-01- -245-202	Budget		154	1	
				Summer Camp					
22-00740	1	CAMP SUPPLIES	41.47	2-01- -245-202	Budget		158	1	
				Summer Camp					
			<u>511.55</u>						
39073	08/15/22	MAILFINA Quadient Leasing							5472
22-00434	1	Postage Machine Lease	381.00	2-01- -190-257	Budget		87	1	
				Postage					
22-00684	1	Postage Machine Lease	381.00	2-01- -190-257	Budget		127	1	
				Postage					
			<u>762.00</u>						
39074	08/15/22	MARMIC Marmic Associates							5472
22-00005	26	July Proactive Maintenance	990.00	2-01- -115-233	Budget		8	1	
				Computer Expenses					
22-00005	27	Cloud Backup	200.00	2-01- -115-233	Budget		9	1	
				Computer Expenses					
22-00005	28	July services	1,812.50	2-01- -115-233	Budget		10	1	
				Computer Expenses					
			<u>3,002.50</u>						
39075	08/15/22	MBHC MIDDLE BROOK HEALTH COMMISSION							5472
22-00337	3	2022 board of health services	31,747.25	2-01- -425-281	Budget		85	1	
				Prof. & Cons. Services - Other					
39076	08/15/22	MCANJ NANCY BRETZGER,MCANJ Treasurer							5472
22-00677	1	Legal Ads	75.00	2-01- -120-276	Budget		121	1	
				Training Aids & Programs					
22-00677	2	Legal Ads	100.00	2-01- -120-276	Budget		122	1	
				Training Aids & Programs					
			<u>175.00</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acc
CURRENT FUND		Investors Bank Current Fund		Continued			
39077	08/15/22	MGL MGL PRINTING SOLUTIONS					5472
22-00578	1	Printing / Binding / Minutes	1,039.00	2-01- -125-258 Printing & Binding	Budget	103	1
39078	08/15/22	MINUTEMA Minuteman Press					5472
22-00745	1	business cards	216.00	2-01- -250-227 Office Supplies & Materials	Budget	161	1
22-00746	1	BUSINESS CARDS - MCCLAVE	78.00	2-01- -205-283 Unclassified Expenses	Budget	162	1
			<u>294.00</u>				
39079	08/15/22	MPI WOODS MACHINERY					5472
22-00109	17	2022 DPW SUPPLIES	129.15	2-01- -205-254 Other Materials & Supplies	Budget	63	1
22-00109	18	2022 DPW SUPPLIES	2,418.09	2-01- -205-254 Other Materials & Supplies	Budget	64	1
			<u>2,547.24</u>				
39080	08/15/22	NAPCO NAPCO COPY GRAPHICS CENTER					5472
22-00082	7	2022 XEROX 6204 CONTRACT/SUPPL	132.74	2-01- -150-228 Photocopy Expense	Budget	52	1
39081	08/15/22	NAPPE ANTHONY NAPPE					5472
22-00755	1	REIMBURSEMENT - SUPPLIES	60.76	2-01- -155-232 General Supplies	Budget	173	1
39082	08/15/22	NATCH NATURE'S CHOICE CORP.					5472
22-00084	1	2022 40-YD ROLL-OFF CONTAINER	924.00	2-01- -155-283 Bldg. Unclassified	Budget	53	1
22-00084	2	2022 40-YD ROLL-OFF CONTAINER	932.80	2-01- -155-283 Bldg. Unclassified	Budget	54	1
			<u>1,856.80</u>				
39083	08/15/22	NCSI SPORTS ENGINE, INC					5472
22-00775	1	BACKGROUND CHECKS	41.00	2-01- -245-202 Summer Camp	Budget	179	1
39084	08/15/22	NJAW2 NJ AMERICAN WATER COMPANY					5472
22-00799	1	Library	64.81	2-01- -415-464 Water	Budget	203	1
22-00799	2	Stone Hydrant	362.32	2-01- -283-664 Water (fire hydrant)	Budget	204	1
22-00799	3	PD Fire Sprinklers	463.00	2-01- -283-664 Water (fire hydrant)	Budget	205	1
22-00799	4	Other Water chargers	2,529.38	2-01- -283-564 Water	Budget	206	1
22-00799	5	Pub Hydrants	18,395.48	2-01- -283-664 Water (fire hydrant)	Budget	207	1
			<u>21,814.99</u>				

August 15, 2022  
01:05 PM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 15

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							
39085	08/15/22	NJCOP N.J.S.A.C.O.P.					5472
22-00213	1	Badge Application	65.00	2-01- -190-239	Budget		79 1
				Uniforms, Clothing Expense			
22-00661	1	NJSACOP Speaker Series	200.00	2-01- -190-276	Budget		113 1
				Training Aids & Program			
			<u>265.00</u>				
39086	08/15/22	NJFE NJ FIRE EQUIPMENT CO.					5472
22-00113	5	Fit testing	75.00	2-01- -185-231	Budget		68 1
				Emergency & Safety Supplies			
22-00113	6	Fit testing	90.00	2-01- -185-231	Budget		69 1
				Emergency & Safety Supplies			
			<u>165.00</u>				
39087	08/15/22	NJHMG005 New Jersey Hills Media Group					5472
22-00712	1	Legal Ads	21.93	2-01- -120-255	Budget		140 1
				Advertising Costs			
22-00747	1	Legal Ads	18.87	2-01- -120-255	Budget		163 1
				Advertising Costs			
22-00747	2	Legal Ads	18.87	2-01- -120-255	Budget		164 1
				Advertising Costs			
22-00747	3	Legal Ads	15.81	2-01- -120-255	Budget		165 1
				Advertising Costs			
			<u>75.48</u>				
39088	08/15/22	NJLM NJ LEAGUE OF MUNICIPALITIES					5472
22-00581	1	NJLM Mini Conference	115.00	2-01- -120-274	Budget		104 1
				Conference Expense			
22-00581	2	NJLM Mini Conference	115.00	2-01- -120-274	Budget		105 1
				Conference Expense			
			<u>230.00</u>				
39089	08/15/22	NJPO NEW JERSEY PLANNING OFFICIALS					5472
22-00288	1	NJPO MAND. TRAINING STEINFELD	123.00	2-01- -165-276	Budget		84 1
				Training Aids & Programs			
39090	08/15/22	NJRA New Jersey Registrars' Associa					5472
22-00748	1	NJRA Fall Conference	90.00	2-01- -120-274	Budget		166 1
				Conference Expense			
22-00748	2	NJRA Fall Conference	90.00	2-01- -120-274	Budget		167 1
				Conference Expense			
			<u>180.00</u>				
39091	08/15/22	PACIFICL PACIFIC LAWN SPRINKLERS					5472
22-00626	1	Repair sprinkler system	16,900.00	2-01- -155-266	Budget		107 1
				Building Repair & Maintenance			
39092	08/15/22	PARSA P.A.R.S.A.					5472
22-00446	5	Management fees	3,000.00	2-01- -450-201	Budget		89 1
				PARSA			

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				
39092	P.A.R.S.A.	Continued					
22-00446	6	quarterly service fee	134,968.19	2-01- -450-201 PARSA	Budget		90 1
			<u>137,968.19</u>				
39093	08/15/22	PINTO PINTO BROTHERS					5472
22-00086	8	2022 8-YD ROLL-OFF CONTAINER	364.25	2-01- -155-273 Bldg.-Other Contracted Serv.	Budget		55 1
22-00761	1	2022 BULK PICK-UP	7,029.23	2-01- -155-381 Other Contracted Services	Budget		175 1
			<u>7,393.48</u>				
39094	08/15/22	POWERD PowerDMS					5472
22-00708	1	PlanIt Annual Subscription	1,817.90	2-01- -190-273 Other Contractual Service	Budget		133 1
39095	08/15/22	PRED PREDATOR TREE SERVICE					5472
22-00089	10	Watchung lake trees	4,000.00	2-01- -205-273 Other Contractual Services	Budget		56 1
39096	08/15/22	PSEG PSE&G CO.					5472
22-00789	1	Street Traffict Lighting	18,963.56	2-01- -283-263 Electricity	Budget		188 1
22-00789	2	Street Traffict Lighting	8,565.45	2-01- -283-163 Electricity	Budget		189 1
22-00789	3	Street Traffict Lighting	3,121.60	2-01- -283-362 Heating/AC	Budget		190 1
22-00789	4	Street Traffict Lighting	1,093.24	2-01- -225-263 Gas & Electric	Budget		191 1
			<u>31,743.86</u>				
39097	08/15/22	PURCH PURCHASE POWER					5472
22-00529	3	postage	2,000.00	2-01- -115-257 Postage Expense	Budget		93 1
39098	08/15/22	RACKSPAC Rackspace Email and Apps					5472
22-00121	7	email hosting 7/18/22	832.61	2-01- -115-233 Computer Expenses	Budget		71 1
22-00121	8	email hosting 6/18/22	819.00	2-01- -115-233 Computer Expenses	Budget		72 1
			<u>1,651.61</u>				
39099	08/15/22	RAP READ AUTO PARTS					5472
22-00094	11	2022 DPW REPAIRS & PARTS	429.80	2-01- -205-247 Vehicular Parts & Accessories	Budget		58 1
22-00095	3	2022 FIRE DEPT. REPAIRS/PARTS	99.93	2-01- -185-247 Vehicular Parts & Acces.	Budget		59 1
			<u>529.73</u>				
39100	08/15/22	RG Ruderman & Roth LLC					5472
22-00034	6	labor attorney serv June	3,993.00	2-01- -145-211 Labor Attorney	Budget		35 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
39101	08/15/22	RPINT RAUL M PINTO					5472
22-00117	9	court interpreter 7/13 & 7/27	525.00	2-01- -405-282 Specialized Services	Budget		70 1
39102	08/15/22	RTSP RTSP					5472
22-00729	1	Annual Department Membership	550.00	2-01- -190-256 Membership Dues	Budget		147 1
39103	08/15/22	RTST ROUND TOP SWIM & TENNIS CLUB					5472
22-00770	1	2ND PAYMENT REGISTRATION FEE	5,000.00	2-01- -245-202 Summer Camp	Budget		177 1
39104	08/15/22	SOM10 SOMERSET C'TY TAXES					5472
22-00010	3	County Taxes August	1,467,104.46	2-01- -907-999 COUNTY TAXES PAYABLE	Budget		18 1
39105	08/15/22	SOM13 SOMERSET C'TY LIBRARY TAX					5472
22-00011	3	Library Tax August	206,996.79	2-01- -908-999 COUNTY LIBRARY TAXES PAYABLE	Budget		19 1
39106	08/15/22	SOM14 SOMERSET C'TY OPEN SPACE TAX					5472
22-00012	3	Open space tax August	146,585.48	2-01- -909-999 COUNTY OPEN SPACE TAX PAYABLE	Budget		20 1
39107	08/15/22	SOM17 SOMERSET COUNTY PARK COMM.					5472
22-00675	1	THERAPEUTIC RECREATION	1,450.00	2-01- -245-273 Other Contracted Services	Budget		120 1
39108	08/15/22	SOMMERVI Desiree Sommerville					5472
22-00739	1	CAMP SUPPLIES	32.88	2-01- -245-202 Summer Camp	Budget		155 1
22-00739	2	bowling rain location	531.48	2-01- -245-202 Summer Camp	Budget		156 1
22-00739	3	Ritas Ice	117.27	2-01- -245-202 Summer Camp	Budget		157 1
			<u>681.63</u>				
39109	08/15/22	STAPL STAPLES BUSINESS ADVANTAGE					5472
22-00730	1	OFFICE SUPPLIES	797.26	2-01- -250-227 Office Supplies & Materials	Budget		148 1
22-00797	1	staples & envelopes	54.03	2-01- -130-227 Office Supplies & Materials	Budget		193 1
22-00797	2	water	159.90	2-01- -200-231 Emergency & Safety Supplies	Budget		194 1
22-00797	3	rolodex deposit bags	62.18	2-01- -130-227 Office Supplies & Materials	Budget		195 1
22-00797	4	office supplies	299.63	2-01- -115-227 Office Supplies & Materials	Budget		196 1
22-00797	5	adding machine	66.17	2-01- -140-227 Office Supplies & Materials	Budget		197 1
22-00797	6	copy paper	419.90	2-01- -120-228 Photocopy Expense	Budget		198 1

August 15, 2022  
01:05 PM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 18

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
CURRENT FUND		Investors Bank Current Fund	Continued						
39109	STAPLES	BUSINESS ADVANTAGE	Continued						
22-00797	7	HDMI cable	52.99	2-01- -205-227	Budget		199	1	
				Office Supplies & Materials					
22-00797	8	credit	159.90	2-01- -120-227	Budget		200	1	
				Office Supplies & Materials					
			<u>1,752.16</u>						
39110	08/15/22	SUSCD SOM./UNION SOIL CONSERV. DIST.				08/15/22 VOID	5472		
22-00785	1	Mobus Field permit	695.00	2-01- -150-281	Budget		185	1	
				Prof. & Cons. Serv. Other					
39111	08/15/22	TARGOL Target Solutions Learning					5472		
22-00646	1	Annual Subscription	1,987.27	2-01- -190-276	Budget		111	1	
				Training Aids & Program					
39112	08/15/22	TFSI TECHNICAL FIRE SERVICES, INC.					5472		
22-00667	1	ANNUAL PUMPER SERVICE TEST	675.00	2-01- -185-231	Budget		116	1	
				Emergency & Safety Supplies					
39113	08/15/22	TOSHI TOSHIBA BUSINESS SOLUTIONS					5472		
22-00002	5	copier costs 5/1-7/31/22	110.39	2-01- -120-228	Budget		1	1	
				Photocopy Expense					
39114	08/15/22	TRAINUN Training Unlimited, LLC					5472		
22-00741	1	1 CEU Class re Procurement	75.00	2-01- -120-274	Budget		159	1	
				Conference Expense					
39115	08/15/22	TREA8 TREASURER-STATE OF NEW JERSEY					5472		
22-00723	1	UNDERGROUND STORAGE TANKS PROG	50.00	2-01- -155-381	Budget		143	1	
				Other Contracted Services					
39116	08/15/22	TTSI TIMETRACK SYSTEMS INC.					5472		
22-00202	7	time recording software	97.50	2-01- -130-281	Budget		76	1	
				Prof. & Contr. Services-Other					
39117	08/15/22	ULINE Uline ship.Supply Specialist					5472		
22-00642	1	METAL SQUARE PICNIC TABLE	2,200.00	2-01- -610-202	Budget		109	1	
				Buildings & Grounds Improvements					
22-00642	2	SHIPPING	300.17	2-01- -610-202	Budget		110	1	
				Buildings & Grounds Improvements					
			<u>2,500.17</u>						
39118	08/15/22	UPS THE UPS STORE					5472		
22-00637	1	Shipped Glocks back to vendor	47.63	2-01- -190-257	Budget		108	1	
				Postage					
22-00648	1	Shipped Alcotest Machine	364.39	2-01- -190-257	Budget		112	1	
				Postage					
			<u>412.02</u>						
39119	08/15/22	VANANGLE Kurt Van Anglen					5472		
22-00800	1	return police prop room funds	1,100.00	2-01- -930-999	Budget		208	1	
				Due To Others					

August 15, 2022  
01:05 PM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 19

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							
39120	08/15/22	VENTURA Ventura, Miesowicz, Keough & Warne					5472
22-00018	8	6/6/22 BOA meeting	165.00	2-01- -165-281	Budget		27 1
				Prof. & Cons. Servs. Other			
22-00018	10	KRE Group BAZI-05 6/1-6/30	410.21	2-01- -165-281	Budget		28 1
				Prof. & Cons. Servs. Other			
			<u>575.21</u>				
39121	08/15/22	VERFLEET Verizon - Connect NWF, Inc.					5472
22-00163	8	Monthly GPS for Patrol Cars	307.04	2-01- -190-268	Budget		75 1
				Communications Equip. Serv.			
39122	08/15/22	VKOLACZ VERONICA KOLACZ					5472
22-00751	1	FINGER PRINTING	44.13	2-01- -245-202	Budget		171 1
				Summer Camp			
39123	08/15/22	VW VERIZON WIRELESS					5472
22-00781	1	Verizon Wireless	562.22	2-01- -283-459	Budget		181 1
				Telephone			
39124	08/15/22	WAC WELDON ASPHALT COMPANY					5472
22-00107	4	2022 DPW ASPHALT MATERIAL	343.52	2-01- -205-242	Budget		62 1
				Asphalt, Paving Materials			
39125	08/15/22	WAR01 WARRENVILLE HARDVILLE					5472
22-00104	7	2022 DPW MATERIALS/SUPPLIES	274.60	2-01- -155-232	Budget		60 1
				General Supplies			
39126	08/15/22	WARR WARREN TOWNSHIP					5472
22-00774	1	RUTGERS S.A.F.E.T.Y. CLINIC	177.50	2-01- -245-283	Budget		178 1
				Unclassified Expenses			
39127	08/15/22	WBBOE WATCHUNG BOROUGH BOARD OF ED					5472
22-00009	9	school taxes	1,175,137.00	2-01- -901-999	Budget		17 1
				WAT BD OF ED TAXES PAYABLE			
39128	08/15/22	WBMASON W.B Mason, Co Inc.					5472
22-00705	1	OFFICE SUPPLIES	112.98	2-01- -120-227	Budget		129 1
				Office Supplies & Materials			
22-00705	2	ORDER #S126111466	21.27	2-01- -120-227	Budget		130 1
				Office Supplies & Materials			
			<u>134.25</u>				
39129	08/15/22	WHRHS WATCHUNG HILLS REG.HIGH SCHOOL					5472
22-00008	9	school taxes	703,580.00	2-01- -902-999	Budget		16 1
				WHRHS TAXES PAYABLE			
39130	08/15/22	WRIGHT ARTHUR WRIGHT					5472
22-00793	1	REIMBURSEMENT - WALMART	62.77	2-01- -155-238	Budget		192 1
				Janitorial, Household Expen.			



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							
39131	08/15/22	WWJ GANNETT NJ NEWSPAPERS					5472
22-00728	1	LEGAL AD	52.94	2-01- -165-255 Advertising & Promotional	Budget	146	1
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
		Checks:	126	4	6,423,234.20	2,780.00	
		Direct Deposit:	0	0	0.00	0.00	
		Total:	126	4	6,423,234.20	2,780.00	
PNC DEV ESCROW Investors Developer Escrow							
15449	07/15/22	BRIGHTVI Bright View Engineering, LLC					5463
22-00224	10	planning / zoning services	4,038.75	E-PB19-01 Bonnie Burn Road Redevelopment	Project		1 1
15450	08/15/22	BRIGHTVI Bright View Engineering, LLC					5473
22-00224	11	planning / zoning services	330.00	E-PB21-02 744 Mountain Boulevard PB21-02	Project		2 1
22-00224	12	planning / zoning services	577.50	E-PB21-02 744 Mountain Boulevard PB21-02	Project		3 1
			907.50				
15451	08/15/22	VENTURA Ventura, Miesowitz, Keough & Warne					5473
22-00018	9	KRE Group BA21-05 6/1-6/30	2,477.29	E-BA21-05 1375 Plainfield Avenue	Project		1 1
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
		Checks:	3	0	7,423.54	0.00	
		Direct Deposit:	0	0	0.00	0.00	
		Total:	3	0	7,423.54	0.00	
PNC OTHER ESC Investors Savings Other Escrow							
119	07/30/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.					5468
22-00719	1	Watchung Boro PD Payroll	27,497.50	T-93- -100-5ED Extra Duty Solutions Funds	Budget		1 1
22-00719	2	Watchung Boro PD Payroll	4,760.00	T-93- -100-51M Miscellaneous One Time Jobs	Budget		2 1
			32,257.50				
120	08/15/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.					5470
22-00807	1	Watchung Boro PD Payroll	14,152.50	T-93- -100-5ED Extra Duty Solutions Funds	Budget		1 1
22-00807	2	Watchung Boro PD Payroll	2,115.00	T-93- -100-502 Levin Management (Blue Star)	Budget		2 1
22-00807	3	Watchung Boro PD Payroll	4,760.00	T-93- -100-51M Miscellaneous One Time Jobs	Budget		3 1
			21,027.50				
121	08/15/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.					5470
22-00802	1	Watchung Boro PD Payroll	6,970.00	T-93- -100-5ED Extra Duty Solutions Funds	Budget		4 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
PNC OTHER ESC Investors Savings Other Escrow Continued							
121 WATCHUNG BORO. PAYROLL ACCT. Continued							
22-00802	2	Watchung Boro PD Payroll	1,237.50	T-93- -100-502 Levin Management (Blue Star)	Budget		5 1
			<u>8,207.50</u>				
15361	08/15/22	REEFCO Reefco Aquarium Service, LLC					5476
22-00122	9	aquarium services	80.00	T-93- -100-110 Watchung Public Library Advisory Board	Budget		1 1
15362	08/15/22	TREAL TREASURER, ST OF NJ					5476
22-00220	3	marriage licenses	200.00	T-93- -100-203 Marriage Licenses / Domestic Partnership	Budget		2 1 ct
15363	08/15/22	WAT03 WATCHUNG BOROUGH CURRENT FUND					5476
22-00720	1	Watchung Boro PD Admin Fees	7,117.00	T-93- -100-5ED Extra Duty Solutions Funds	Budget		3 1
22-00720	2	Watchung Boro PD Admin Fees	1,120.00	T-93- -100-51M Miscellaneous One Time Jobs	Budget		4 1
22-00803	1	Watchung Boro PD Admin Fees	1,804.00	T-93- -100-5ED Extra Duty Solutions Funds	Budget		5 1
22-00803	2	Watchung Boro PD Admin Fees	261.25	T-93- -100-502 Levin Management (Blue Star)	Budget		6 1
22-00808	1	Watchung Boro PD Admin Fees	3,663.00	T-93- -100-5ED Extra Duty Solutions Funds	Budget		7 1
22-00808	2	Watchung Boro PD Admin Fees	446.50	T-93- -100-502 Levin Management (Blue Star)	Budget		8 1
22-00808	3	Watchung Boro PD Admin Fees	1,120.00	T-93- -100-51M Miscellaneous One Time Jobs	Budget		9 1
			<u>15,531.75</u>				
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
	Checks:	6	0	77,304.25	0.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	6	0	77,304.25	0.00		
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
	Checks:	140	4	6,541,581.94	2,780.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	140	4	6,541,581.94	2,780.00		

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	1-01	3,453.45	0.00	0.00	3,453.45
Current Fund	2-01	6,419,780.75	0.00	0.00	6,419,780.75
Capital Fund	C-02	8,612.76	0.00	0.00	8,612.76
	D-11	9.00	0.00	0.00	9.00
	H-06	24,998.19	0.00	0.00	24,998.19
	T-93	77,304.25	0.00	0.00	77,304.25
Total of All Funds:		<u>6,534,158.40</u>	<u>0.00</u>	<u>0.00</u>	<u>6,534,158.40</u>

DRAFT

Project Description	Project No.	Project Total
1375 Plainfield Avenue	E-BA21-05	2,477.29
Bonnie Burn Road Redevelopment	E-PB19-01	4,038.75
744 Mountain Boulevard PB21-02	E-PB21-02	907.50
Total of All Projects:		<u>7,423.54</u>

DRAFT

**BOROUGH OF WATCHUNG  
RESOLUTION: R6**

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

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

Vendor: ASL Group, LLC, 21 Eaton Road, Watchung, NJ 07069  
Item: DPW - Retaining Wall Repair for 55 Johnston Drive  
Total Price: \$3,800.00  
Charged to: 2-01-155-273

Vendor: El Coronado, 8501 Atlantic Avenue, Wildwood Crest, NJ 08260  
Item: Fire Department Annual Convention  
Total Price: \$2,150.00  
Charged to: 2-01-185-276

Vendor: NJ Fire Equipment Co., 119-131 Route 22 East, Green Brook, NJ 08812  
Item: FD - firefighter protective clothes  
Total Price: \$19,031.80  
Charged to: 2-01-610-205

Vendor: Pinto Brothers, PO Box 528, South Plainfield, NJ 07080  
Item: DPW - 2022 Bulk Pick Up  
Total Price: \$7,029.23  
Charged to: 2-01-155-381

Vendor: Motorola Solutions, Inc. PO Box 29, Chester, NJ 07930-0029  
Item: FD - 3 XPR Mobile Radios and Switch Cables  
Total Price: \$2,531.60  
Charged to: 2-01-185-224

Vendor: Quarry Tex Inc., 1998 US Hwy 22, Scotch Plains, NJ 07076-1014  
Item: Custom Carved Sign, 3x10 x ¾ , non-installation  
Total Price: \$3,575.00  
Charged to: T-93-100-110

Vendor: ESO Solutions, Inc., PO Box 679449, Dallas, TX 75267  
Item: CAD Integration & Fire Package  
Total Price: \$2,566.80  
Charged to: 2-01-185-246

**BOROUGH OF WATCHUNG  
RESOLUTION: R6**

Vendor: Gen-El Safety & Industrial Pro, 961 Route 10 East, Randolph, NJ 07869  
Item: FD – Cradle for QRAE3  
Total Price: \$2,128.95  
Charged to: 2-01-185-271

Vendor: Somerset County Road Division, PO Box 3000, Somerville NJ 08876  
Item: DPW- Street Sweeping  
Total Price: \$8,162.16  
Charged to: 2-01-205-273

  
\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX: PURCHASING  
C: B. HANCE

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

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-00756

ORDER DATE: 07/29/22  
 REQUISITION NO: RR200451  
 DELIVERY DATE: 07/28/22  
 STATE CONTRACT:  
 ACCOUNT NUM:

SHIP TO	WATCHUNG PUBLIC WORKS DEPT. 15 MOUNTAIN BOULEVARD WATCHUNG, NJ 07069 ATTN: MARIA T. FITTIPALDI
	VENDOR #: ASLGROUP
VENDOR	ASL Group LLC 21 Eaton Road Operating Account Watchung, NJ 07069

PAYMENT RECORD	
CHECK NO.	
DATE PAID	25

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	RETAINING WALL REPAIR INVOICE NO. 2179	2-01- -155-273 Bldg.-Other Contracted Serv	3,800.0000	3,800.00
	RETAINING WALL REPLACEMENT 55 JOHNSTON DRIVE BLOCK 45.01, LOT 11 MR. DAWICKI			
			TOTAL	3,800.00

DRAFT

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><b>X</b></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 &amp; ITEMIZED BILLS TO:</p> <p>BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>Chief Financial officer</p> <p>COUNCIL APPROVAL CAN BE SEEN</p> <p>ON BILL LIST RESOLUTION:</p>

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

<b>S H I P  T O</b>	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399
	VENDOR # : ELCORONA EL CORONADO 8501 ATLANTIC AVENUE WILDWOOD CREST, NJ 08260

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-00760

ORDER DATE: 08/01/22  
 REQUISITION NO:  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	convention	2-01- -185-276 Training Aids & Programs	2,150.0000	2,150.00
			TOTAL	2,150.00

DRAFT

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><b>X</b></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 &amp; ITEMIZED BILLS TO:          BOROUGH OF WATCHUNG          15 Mountain Boulevard          Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>_____ Chief Financial Officer</p> <p>_____ COUNCIL APPROVAL CAN BE SEEN</p> <p>_____ ON BILL LIST RESOLUTION.</p>



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

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-00759

SHIP TO	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399
	VENDOR #: NJFE NJ FIRE EQUIPMENT CO. 119-131 ROUTE 22 EAST GREEN BROOK, NJ 08812  Phone: (732)968-2121 Fax: (732)968-4724

ORDER DATE: 08/01/22  
 REQUISITION NO:  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	ES

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Firefighter protective clothes State contract T-0790 17-FLEET-00811	2-01- -610-205 Fire Department Equipment	19,031.8000	19,031.80
			TOTAL	19,031.80

DRAFT

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 &amp; ITEMIZED BILLS TO:  BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>_____ Chief Financial Officer</p> <p>_____ COUNCIL APPROVAL CAN BE SEEN</p> <p>_____ ON BILL LIST RESOLUTION</p>



# New Jersey Fire Equipment Co.

119-131 Route 22 East  
Green Brook, NJ 08812

## Quote

Date	Quote #
5/17/22	10644

<b>Name / Address</b>
Borough of Watchung Watchung Fire Department 15 Mountain Boulevard Watchung, NJ 07069

<b>Contact:</b>	Chief Al Desandolo
-----------------	--------------------

<b>Customer Phone</b>	<b>Customer Fax</b>

<b>Phone #</b>	<b>Fax #</b>
(732) 968-2121	732-968-4724

<b>Terms</b>	<b>Rep</b>	<b>FOB</b>
Net 30	MG	Delivered

Description	Qty	Cost	Delivery	Total
FIRE DEX 32" BLACK TECGEN71 OUTER SHELL W/GLIDE ICE 1-LAYER THERMAL LINER, STEDIAR 4000 MOISTURE BARRIER AND ALL OPTIONS AS PER WATCHUNG FIRE SPECIFICATIONS	4	2,484.60	15-18 WEEKS ARO	9,618.40
FIRE DEX MID-RISE BLACK 12H (INTEGRATED HARNESS), SHELL, THERMAL LINER AND MOISTURE BARRIER SAME AS COAT OPTIONS AS PER WATCHUNG FIRE SPECIFICATIONS	4	2,231.35	15-18 WEEKS ARO	8,925.40
GLOBE #101400 - STRUCTURAL "SUPREME" 14 " LEATHER PULL-ON BOOT. SPECIFY SIZES	1	488.00	4-5 WEEKS ARO	488.00
New Jersey State Contract Fire-Dex T-0790 (17DPP00100) Firefighter Protective Clothing & Equipmt. Award Summ. NJ NJSC Master Blanket # 17-FLEET-00811				
PRICE INCLUDES FREIGHT				
<b>Total</b>				\$19,031.80

<b>Web Site</b>	michael@njfe.com
www.njfe.com	

Signature: \_\_\_\_\_

Michael Giordano

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

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-00761

ORDER DATE: 08/01/22  
 REQUISITION NO: RR200453  
 DELIVERY DATE: 07/29/22  
 STATE CONTRACT:  
 ACCOUNT NUM:

SHIP TO	WATCHUNG PUBLIC WORKS DEPT. 15 MOUNTAIN BOULEVARD WATCHUNG, NJ 07069 ATTN: MARIA T. FITTIPALDI
	VENDOR #: PINTO
VENDOR	PINTO BROTHERS P O BOX 528 SO. PLAINFIELD, NJ 07080
	Phone: (908)561-8231 Fax: (908)561-9889

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2022 BULK PICK-UP INVOICE NO. 540109101	2-01- -155-381 Other Contracted Services	7,029.2300	7,029.23
			TOTAL	7,029.23

DRAFT

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><input checked="" type="checkbox"/> 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 &amp; ITEMIZED BILLS TO:          BOROUGH OF WATCHUNG          15 Mountain Boulevard          Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>Chief Financial Officer</p> <p>COUNCIL APPROVAL CAN BE SEEN</p> <p>ON BILL LIST RESOLUTION:</p>

# Invoice



WATCHUNG LIBRARY

Invoice date  
07/28/2022

Due date  
08/07/2022

Quote number  
20220615

QUARRY TEX INC.  
1998 US HWY 22  
Scotch Plains NJ 07076-1014

QuarryTexSigns.com  
908-322-8488 | quarrytexsigns@gmail.com

## CUSTOM SIGN SERVICE

Description	Qty	Unit price	Total
CUSTOM CARVED SIGN AS PER PROOF OPTION 1 - 3' X 10' X 3/4" \$3575.00 NON-INSTALLATION TURNAROUND TIME APROX 6 WEEKS.	1	3,575.00	3,575.00
		<b>Total</b>	<b>\$ 3,575.00</b>

DRAFT

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

**PURCHASE ORDER**  
 THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKING LISTS, CORRESPONDENCE, ETC.  
 NO. 22-00679

**SHIP TO**  
 WATCHUNG FIRE DEPARTMENT  
 15 MOUNTAIN BLVD.  
 WATCHUNG, NJ 07069  
 ATTN: MARIA T. FITTIPALDI

ORDER DATE: 07/05/22  
 REQUISITION NO: RR200401  
 DELIVERY DATE: 07/05/22  
 STATE CONTRACT:  
 ACCOUNT NUM:

**VENDOR**  
 ESO SOLUTIONS, INC. VENDOR #: ESOSULUT  
 PO BOX 679449  
 DALLAS, TX 75267-9449  
 Phone: (866)766-9471

**PAYMENT RECORD**  
 CHECK NO.  
 DATE PAID

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CAD INTEGRATION & FIRE PACKAGE INVOICE NO. ESO-84578	2-D1- -185-246 Equip. & Machinery Parts	2,566.8000	2,566.80
			TOTAL	2,566.80

DRAFT

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 <i>George Deak</i>          Sr. Manager of Credit &amp; Collections 7/28/2022          OFFICIAL POSITION DATE          36-4566209</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><i>[Signature]</i> 7/28/22          DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER.          MAIL VOUCHER &amp; ITEMIZED BILLS TO:          BOROUGH OF WATCHUNG          15 Mountain Boulevard          Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>Chief Financial Officer          _____</p> <p>COUNCIL APPROVAL CAN BE SEEN          _____</p> <p>OR BILL LIST RESOLUTION</p>

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

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-00796

ORDER DATE: 08/12/22  
 REQUISITION NO: RR200477  
 DELIVERY DATE: 08/12/22  
 STATE CONTRACT:  
 ACCOUNT NUM:

SHIP TO	WATCHUNG FIRE DEPARTMENT 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069 ATTN: MARIA T. FITTIPALDI
	VENDOR #: GEN-ELSA GEN-EL SAFETY & INDUSTRIAL PRO 961 ROUTE 10 EAST SUITE 2M RANDOLPH, NJ 07869  Phone: (973)584-8777 Fax: (973)584-2727

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	AUTORAE2 CRADLE FOR QRAE3 QUOTE NO. 34581	2-01- -185-271 Equip. Repairs & Maint.	2,128.9500	2,128.95
			TOTAL	2,128.95

DRAFT

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</p> <p>_____ 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</p> <p>_____ DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER &amp; ITEMIZED BILLS TO: BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>_____ Chief Financial Officer</p> <p>_____ COUNCIL APPROVAL CAN BE SEEN</p> <p>_____ ON BILL LIST RESOLUTION</p>

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

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-00794

ORDER DATE: 08/12/22  
 REQUISITION NO: RR200475  
 DELIVERY DATE: 08/12/22  
 STATE CONTRACT:  
 ACCOUNT NUM:

SHIP TO	WATCHUNG PUBLIC WORKS DEPT. 15 MOUNTAIN BOULEVARD WATCHUNG, NJ 07069 ATTN: MARIA T. FITTIPALDI
	VENDOR #: SOM09 SOMERSET COUNTY ROAD DIVISION POST OFFICE BOX 3000 PAUL MCCALL, PUBLIC WORK DIREC SOMERVILLE, NJ 08876-1262

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	STREET SWEEPING - VARIOUS ROAD INVOICE RB2022-0149	2-01- -205-273 Other Contractural Services	8,162.1600	8,162.16
			TOTAL	8,162.16

DRAFT

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 &amp; ITEMIZED BILLS TO:</p> <p>BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>_____ Chief Financial Officer</p> <p>_____ COUNCIL APPROVAL CAN BE SEEN</p> <p>_____ ON BILL LIST RESOLUTION</p>

**BOROUGH OF WATCHUNG  
RESOLUTION: R7**

**WHEREAS**, Carolyn Taylor is presently the Borough's Zoning Officer and Technical Assistant to the Construction Official and the Borough Council wishes to appoint her as Office Manager of the Building Department.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the salary of **Carolyn Taylor**, is hereby adjusted as a result of her appointment as **Office Manager** of the Building Department and her expanded duties as Administrative Assistant and Zoning Official and her salary is hereby adjusted as follows:

- |   |                    |
|---|--------------------|
| 1) Technical Assistant to Construction Official/ Office Manager | <b>\$64,654.00</b> |
| 2) Zoning Official  | <b>\$20,000.00</b> |

All adjustments are within the approved salary ordinance for 2022.

**BE IT FURTHER RESOLVED**, that this resolution is hereby ratified to authorize the appointment and salary adjustment effective August 1, 2022.

\_\_\_\_\_  
Ronald Jubin, Council Member

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX: PERSONNEL, FINANCE-MISC.,  
C: B. HANCE, E. HORSFALL



**BOROUGH OF WATCHUNG  
RESOLUTION: R8**

**WHEREAS**, the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey wishes to authorize a salary adjustment effective January 1, 2022.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Watchung that the salary of Administrative Assistant, **JoAnn Estrella**, is hereby adjusted to receive an increase of \$2,500.00 as OPRA Coordinator for the Police Department.

**BE IT FURTHER RESOLVED**, that this resolution is hereby ratified to authorize the salary adjustment effective January 1, 2022.

\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX: APPOINTMENTS, SALARIES  
C: FINANCE

**BOROUGH OF WATCHUNG  
RESOLUTION: R9**

**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 2022 and were opened on November 30, 2021; and

**WHEREAS**, the Borough Council previously awarded a contract on January 6, 2022 to Remington & Vernick Engineers, 2059 Springdale Road, Chery Hill, NJ 08003 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 2022 can provide the much-needed Inflow and Infiltration (I&I) Study Services of the sanitary sewer system for the borough; and

**WHEREAS**, the Chief Financial Officer of the Borough of Watchung has certified that funds are available from the following bond ordinance: OR 21/04

\_\_\_\_\_  
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 Infiltration and Inflow Analysis of the sanitary sewer system as listed on the attached proposal, dated August 1, 2022, in an amount not to exceed \$65,000.00.

**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 Member

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX: AWARDS, ROADS, FINANCE-MISC,  
C: W. HANCE, ENG.,



**REMINGTON  
& VERNICK  
ENGINEERS**

RVE HQ:  
2059 Springdale Road  
Cherry Hill, NJ 08003  
O: (856) 795-9595  
F: (856) 795-1882

August 1, 2022

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

**RE: Borough of Watchung  
Scope of Services & Cost Proposal for the Infiltration & Inflow (I&I) Analysis of the  
Sanitary Sewer System**

Dear Mr. Damato:

**REMINGTON & VERNICK ENGINEERS (RVE)** is pleased to provide the following scope of services and associated cost proposal for an **INFLOW & INFILTRATION (I&I) STUDY OF THE SANITARY SEWER SYSTEM**. The scope of work for this project will include the analysis of the existing sanitary system to establish the location of flow meters. Flow meters and a rain gauge will be installed to correlate sanitary flows to precipitation events. Once the data has been collected, analysis of the impact of infiltration and inflow on the sanitary segments will be developed and presented in a report. The report will highlight the areas of greatest I&I within the sanitary system.

Our preliminary review of the area indicates that approximately thirteen (13) flow meters and one (1) rain gauge will be required for the sanitary system. RVE will coordinate with the Borough personnel and will oversee the flow meter installations.

To complete the required scope of work, the following tasks will be completed:

**Task 1: Flow Meter Installations & Data Collection**

Flow meters will be proposed in the subbasin that will allow isolation of flow in sections of the system for I&I analysis and identification of the areas of highest I&I. The location of the flow meter will be proposed to achieve multiple objectives with the single flow monitor where applicable (i.e., isolate flow in a region while still providing flow readings into a pump station).

Flow monitors will be biased to the following locations based upon the information obtained from our Team in office and infield reconnaissance as follows:

- At flow basin discharge points
- Upstream of any suspected sanitary sewer surcharge areas
- At any flood locations or wetlands/ stream areas

Once our Team has developed a proposed flow monitoring plan, we will meet with the Borough to review our approach, methodology and rationale. Upon concurrence of the manholes by the Borough, RVE will perform a second field visit with our subconsultant CSL Services (CSL) to review the preferred location to ascertain the ease of access and identify alternate locations should the preferred manhole be difficult to access. Final manhole selection will be dependent upon safety to access the manholes and maintain the flow monitoring equipment without risk to RVE or CSL personnel safety.

Based upon our initial review of the sanitary, we have estimated thirteen (13) flow monitoring locations and one (1) rain gauge for the study. We have estimated that the flow meters will remain in place for one (1) month. However, should sufficient rainfall events not occur during the one-month period, our fee breakdown includes flow meter fees per additional month.

**Task 2 : Flow Data Review & Report**

Once sufficient data has been obtained from the metering, data will be downloaded, and a report will be developed for the sanitary system. A report will be generated and shall include all plots showing the dry vs. wet weather calibration vs. the meter data. In addition, areas will be outlined which are lacking capacity at current operation, if any. Information included in the I&I report is as follows:

- I&I data will be depicted on the system map and will depict loading to each of the subbasins
- Base Wastewater Flow (BSF) will be estimated using information at the parcel level which will be compiled into the sewer shed area.
- Base Wastewater Flow Diurnal Profiles will be prepared based on monitored flows.
- Groundwater Infiltration (GWI) will be determined utilizing the actual observed dry weather flows at the flow meter locations. The GWI attributed to a monitoring location will be distributed to the meter sewer shed on a per square foot or acre basis. This will allow RVE to establish the sewer shed areas with the highest amount of groundwater infiltration.
- Rainfall Dependent I&I (RDII) varies depending upon many factors including magnitude and intensity of the storm event, topography, soil types and condition of the sanitary main, manholes and lateral. RDII will be computed as a percentage of the rainfall in each sewer shed.
- Based upon the flow meter results, dry weather and wet weather periods will be selected for comparing flow data. The focus of the dry weather flows will be to confirm the calculated average BWF and to confirm the diurnal profiles.

The above information will be detailed in a report and depicted with graphs. Included in the analysis will be the determination of problem areas and ranking of these areas. The areas which require improvements will be outlined for review and discussion with the Borough prior to report finalization.

**COST OF SERVICES**

- |  |                    |
|--|--------------------|
| • Task 1: Flow Meter Installations & Data Collection:                      | \$ 6,500.00        |
| • Task 2: Flow Data Review & Report:                                       | \$28,500.00        |
| • Flow Meter Subconsultant Costs (13 Flow Meters, and 1 month monitoring): | <u>\$30,000.00</u> |

**Total Professional Service Cost based on One (1) month Monitoring** **\$65,000.00**

However, if it is determined that there is insufficient rainfall during the one-month study period, an additional flow meter study may be required at an estimated cost of \$18,200.00, payable to the Subconsultant.

Thank you for this opportunity to work with the Borough. If you have any questions, please contact Mr. Jason Cline at (732) 955-8000.

Sincerely,

**REMINGTON & VERNICK ENGINEERS**



K. Wendell Bibbs, PE, CME  
Executive Vice President

Cc: Stephanie Cuthbert, RVE, Terence Vogt, RVE, Jason Cline, RVE, George Allan, RVE

**BOROUGH OF WATCHUNG  
RESOLUTION: R10**

***AUTHORIZING THE AWARD OF CONTRACT TO APPRAISAL SYSTEMS, INC. TO PERFORM APPRAISAL INSPECTIONS AND RELATED SERVICES IN CONNECTION WITH THE 2023 BOROUGH WIDE REASSESSMENT PROGRAM***

**WHEREAS**, the Borough of Watchung desires to engage a Certified Appraiser to furnish professional appraisal inspections and related services in connection with the 2023 Borough wide reassessment program; and

**WHEREAS**, the Tax Assessor of the Borough of Watchung solicited proposals from three (3) companies for the provision of appraisal inspections and related services in connection with the 2023 Borough wide reassessment program and received only one (1) proposal from Appraisal Systems, Inc. 264 South Street Building 2, Suite 1B, Morristown, NJ 07960 in the amount of \$24.50 per inspection and \$50.00 per inspection for any required added assessments; and

**WHEREAS**, the Tax Assessor has reviewed the proposal and based upon 450 proposed inspections and the possible inspections required for added assessments determined the costs associated therewith to be reasonable and appropriate, and has recommended and requested an award of contract to Appraisal Systems, Inc. in a total amount not to exceed \$11,500.00; and

**WHEREAS**, the Chief Financial Officer of the Borough of Watchung has certified that funds are available in the following account: General Operating Account

\_\_\_\_\_  
William J. Hance, CFO

**NOW, THEREFORE, BE IT RESOLVED** by Council of the Borough of Watchung that the Mayor and Borough Clerk are hereby authorized and directed to execute an agreement, in a form acceptable to the Mayor, Borough Administrator, Assessor and Borough Legal Counsel with:

Award to: Appraisal Systems, Inc. 264 South Street Building 2, Suite 1B, Morristown, NJ 07960  
Amount: Not to exceed \$11,500.00

**BE IT FURTHER RESOLVED** by the Council of the Borough of Watchung that it hereby authorizes all Borough officials and employees to take all necessary action to effectuate the within Resolution; and

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

\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX: AWARDS  
C: B. HANCE, E. KERWIN

**PROFESSIONAL SERVICES AGREEMENT  
APPRAISAL INSPECTIONS AND RELATED  
SERVICES**

**BETWEEN**

**THE BOROUGH OF WATCHUNG  
A MUNICIPAL CORPORATION OF  
THE STATE OF NEW JERSEY**

**AND**

**APPRAISAL SYSTEMS, INC.  
A NEW JERSEY CORPORATION**

**DRAFT**

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made this 15<sup>TH</sup> day of July, 2022, by and between the **BOROUGH OF WATCHUNG**, a Municipal Corporation of the State of New Jersey, having its principal offices at 15 Mountain Boulevard, Watchung, NJ 07069, hereinafter referred to as "Borough",

AND

**APPRAISAL SYSTEMS, INC.**, an appraisal firm with its principal office located at 264 South Street, Building 2, Suite 1B, Morristown, NJ 07960 hereinafter referred to as "Appraiser".

**WHEREAS**, the Borough desires to engage a certified appraiser to furnish professional appraisal inspections and related services in connection with the 2023 Borough-wide Reassessment Program as outlined below: and

**WHEREAS**, the Appraiser has offered to render such services to the Borough for \$24.50 per inspection and \$50 per inspection for any required added assessments: and

**WHEREAS**, the Tax Assessor of the Borough of Watchung has reviewed the proposed price and based upon 450 proposed inspections and the possible inspections required for added assessments determined the costs associated therewith to be reasonable and appropriate, and has recommended and requested this contract with Appraisal Systems, Inc. in a total amount not to exceed \$11,500; and

**WHEREAS**, by entering into this Agreement, the Appraiser represents that the service to the Borough qualifies as such Professional Services.

**WITNESSETH:** that the Borough and the Appraiser, for the consideration hereinafter specified, agree as follows:

1. **Intention and Purpose**

The Borough of Watchung is undertaking a Borough-wide Reassessment Program of all properties within the municipality. This contract provides for inspections in which the Appraiser will inspect twenty percent (20%) of the residential properties within the Borough, which is estimated at 450 residential properties.

2. **Scope of Services**

The Appraiser agrees to provide all services necessary to inspect each parcel of real estate and each real property improvement as designated by the Borough of Watchung Assessor which comprises of approximately 450 properties. Appraiser and anyone providing the Services on behalf of the Appraiser shall provide the Services in accordance with the generally accepted standards of members of the same profession, industry. Appraiser shall provide the Borough, if requested,

with copies of documentation confirming that anyone providing the Services on behalf of the Appraiser has the certifications, licenses, skills, and experience necessary to provide the Service. The licenses and certification documents shall be current, valid, and issued by the State of New Jersey and any other Commission with jurisdiction over the Services.

- a) Inspections: The properties to be inspected will be visited by representatives of the Appraiser to verify the accuracy of the existing records. Exterior measurements will be checked as well as assessable exterior items such as decks, sheds, swimming pools, etc. Overall condition of the premises will be noted as well as exterior photos taken. An interior inspection will also be done. If the owner is not home, a card will be left asking them to call the Appraiser to schedule an appointment for the interior inspection. Any changes will be noted on the calculation worksheet and when the interior inspection is complete, the owner (or tenant) will be asked to sign the worksheet.
- b) Data Entry: After each of the properties have been inspected, the Appraiser will make any necessary changes to the Borough's Computer program and will note the date the property was inspected. The Appraiser shall also integrate the digital photographs into the Borough's Computer program.
- c) Assistance to the Tax Assessor: The Appraiser shall provide assistance to the Borough Tax Assessor, as requested and required, in the integration of sales with respect to VCS's. Appraisal Systems, Inc. must also provide the Tax Assessor with monthly status reports of inspections completed and entered.
- d) Commencement of Work and Final Value Conclusions: The Appraiser will commence work as soon as authorized by the Borough. The Appraiser will be responsible for printing and mailing all notification letters to property owners and printing all field cards. The Appraiser will not be responsible for final value conclusions. All values will be done by the Borough Tax Assessor.
- e) Appraiser Personnel: The Appraiser shall provide the Tax Assessor the names, resumes and qualifications of the personnel providing the services to the Borough on behalf of the Appraiser which shall be subject to the review and approval of the Tax Assessor. All Appraiser Personnel shall report to and will follow the Tax Assessor's directions.
- f) The Tax Assessor and the Appraiser shall work together to maintain the full cooperation of all taxpayers by treating each inspection and/or inquiry with courtesy and supplying all possible necessary information within statutory requirements and limits to every interested taxpayer; however, each inspector shall be instructed to refrain from discussing with the property owner, tenant,



or occupant the possibility of any increase or decrease in the valuation of the real property and/or buildings, since any information is preliminary in nature at this point in the time of the inspection and before finalizing the project. This restriction will be strictly adhered to, and any violation will be just cause for the Tax Assessor to request that the employee be removed from work on this project.

- g) Upon written notice to the Appraiser, the Tax Assessor may request removal of any person for this project whose work is unsatisfactory or has conducted him or herself in an unprofessional manner.
- h) Any requested change in personnel by the Appraiser during the term of this Contract and/or in the course of the reassessment project shall be submitted in writing to and approved by the Borough Assessor before changes shall be effectuated.
- i) Unsatisfactory Work: If at any time during the Contract period the quality and/or progress of the Appraiser's work shall not be satisfactory, the Borough reserves the unilateral right to terminate the Contract upon ten (10) days written notice directed to the principal place of business of the Appraiser. Thereafter, the Borough shall be responsible only for the reasonable value of the services theretofore rendered, and in no event a sum greater than the completed work contemplated by the Contract.
- j) Confidential Nature of Project: Disclosure of appraisal information to any individual, company, or corporation, other than the Borough's Assessor, the Borough, or their authorized representatives is expressly prohibited, and if done before conclusion of this project will be considered a violation of this Agreement. It is understood that this does not refer to information released under due process of law or the Open Public Records Act.

### 3. Compensation

- a) The Appraiser shall receive \$24.50 per inspection and associated services and \$50.00 per required inspection for added assessments. It is estimated that the Borough will require 450 inspections. The Appraiser shall not conduct, nor will it be compensated for any inspection that will cause the total cost of the within contract to the Borough to exceed \$11,500 without further approval from the Council of the Borough of Watchung.
- b) The Appraiser shall submit itemized invoices for completed inspections and the associated or necessary follow-up to the Tax Assessor for review and approval. Upon the Tax Assessor's approval, the invoices shall be submitted by the Tax Assessor to the Borough Administration and Finance Committee

for review and submission for final approval and payment by the Council of the Borough.

4. **Contract Contingencies**

This Contract is contingent upon approval by the Director of the State of New Jersey Division of Taxation. The Appraiser shall not have the authority to vary, alter, amend, or change this Contract, or any part thereof, without the written consent of the Tax Assessor and the Borough, as well as to the extent required by law the Director of the Division of Taxation.

5. **Subcontract**

The Appraiser shall not have the right to subcontract any portion or function of this Contract, without receiving prior expressed written approval from the Tax Assessor. The Appraiser shall not assign or transfer this Contract, or any interest therein without permission from the Borough. The Company shall be responsible for any and all work performed by any subcontractors allowed for in this Contract, if any.

6. **Conflict of Interest**

No commissioner or employee of the Somerset County Board of Taxation and no assessor of a taxing district within Somerset County and no official or employee of the Borough shall have an interest whatsoever directly or indirectly, as an officer, stockholder, employee, or any other capacity in the Appraiser. Neither the Appraiser nor any of its members, employees, officers, or stockholders shall represent any property owner or taxpayer filing a tax appeal in the County of Somerset during the term of the Agreement, nor shall they be so engaged while the reassessment inspections proceed. No member, employee, officer, or stockholder of the Appraiser shall represent any property owner or taxpayer filing a tax appeal with respect to a reassessment inspection completed by the Appraiser. No member, employee, officer, or stockholder of the Appraiser shall have represented any property owner or taxpayer filing a tax appeal in the State of New Jersey with the last two year.

7. **Appraiser Qualifications**

The Appraiser shall meet performance standards as set forth by the Director of the State of New Jersey Division of Taxation and shall supply the State with any information which may be required from time to time during the duration of this Contract.

**8. Affirmative Action**

Appraisal Systems, Inc. agrees to comply with the mandatory Affirmative Action requirements set forth on Exhibit A attached hereto.

**9. Insurance Coverages**

Appraisal Systems, Inc. shall maintain insurance in full force and effect at all times during the life of this Agreement and have the Borough named as an Additional Insured under such insurance, with coverage and limits not less than the following:

Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate

a) Completed Operations must be included for a period of 1 year following completion of the work performed

Business Automobile Liability: \$1,000,000 combined single limit any one accident

b) All owned, hired or non-owned automobiles used in connection with this agreement

Professional Liability / Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate

Workers' Compensation: Statutory & Employer's Liability: \$1,000,000

**10. Additional Insurance Provisions**

a) Any combination of primary and umbrella/excess policies may be used to satisfy the limits. All below provisions shall also apply to the umbrella/excess policies for such coverages listed below.

b) All coverages shall remain in effect for the life of the agreement and for three (3) years thereafter. As respects any claims-made coverages, any combination of renewal policies and extended reporting periods may be used to satisfy such time period; however, no extended reporting period shall be affected for the work under this agreement until the last work has been completed.

c) Any retroactive dates, or the similar, must be no later than the effective date of this agreement.

d) All insurance shall be procured from insurers permitted to do business in the United States and having an A.M. Best rating of at least "A-: VIII", or the S&P equivalent.

a) If no such rating, self-insured or the like, The Borough of Watchung has the right to request and review the financials of such.

e) All General Liability, Automobile Liability, Professional Liability coverages shall name the Borough of Watchung as an additional

insured on a primary and non-contributory basis. Where applicable, the General Liability policy shall be written on a Per Project basis and the Additional Insured status shall be provided for both Ongoing & Completed Operations. The Professional Liability policy shall not contain an Insured vs Insured exclusion.

- f) All coverages shall contain Waiver of Subrogation provisions, as allowed by law, in favor of the Borough of Watchung.
- g) At least thirty (30) days written notice of cancellation or non-renewal (10 days for non-payment) of any of the coverages shall be provided to the Borough of Watchung.
- h) Full "cross liability" / "severability of interests" / "separation of insureds" provisions shall be provided on all coverages.
- i) All insurances must be applicable to and cover the operations/services described in this agreement.
- j) With respect to individuals opting out of the Workers' Compensation coverage, such individuals shall not work on the subject (project, services) in this agreement.
- k) The amounts of insurance or the carrying of the insurances described shall in no way be interpreted as relieving Appraisal Systems, Inc. of any responsibility or liability under the agreement. Any type of insurance or any increase in limits of liability not described above which Appraisal Systems, Inc. requires for its own protection or on account of statute shall be its own responsibility and at its own expense. Appraisal Systems, Inc. shall promptly notify the Borough of Watchung and the appropriate insurance company(ies) in writing of any accident(s) or circumstance(s), as well as any claim, suit or process received by Appraisal Systems, Inc. arising in the course of operations under the agreement. Appraisal Systems, Inc. shall forward such documents received to its insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

11. **Indemnification**

Appraisal Systems, Inc. shall indemnify and save the Borough of Watchung, its public officials, agents, representatives, employees, successors and assigns, harmless from and against all damages, losses, costs, expenses, liabilities, obligations, including reasonable attorneys' fees and expenses, claims and causes of action of any and every kind and nature arising or growing out of or in any way connected with the performance of this order including without limitation, any accident, injury to or death of persons or loss of or damage to property, resulting from an act or omission of Appraisal Systems, Inc. or its agents, representatives, employees, invitees, successors and assigns, except when caused by the gross negligence or willful misconduct of the Borough of Watchung. The indemnity obligations of Appraisal Systems, Inc. shall survive the completion or termination of this contract.

12. **Amendment Alterations, Modifications**

No alterations, changes, modification or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by both of the parties hereto or their duly authorized representative.

13. **Applicability of the Laws of New Jersey**

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

14. **Entirety of Agreement**

This Agreement contains all the terms and conditions agreed upon by the parties hereto and there are no other agreements, oral or otherwise, between the parties regarding the subject matter of this Agreement.

15. **Americans with Disabilities Act of 1990**

Appraiser acknowledges that it has reviewed and is aware of the terms and conditions and agrees to fully comply with the terms of the Americans with Disabilities Act of 1990. Appraiser further agrees to comply with the requirements of the Federal Americans with Disabilities Act (ADA) and the Federal Rehabilitation Act of 1973, as same has been amended and supplemented.

16. **Political Contribution Disclosure**

This contract has been awarded to APPRAISAL SYSTEMS, Inc. based on the merits and abilities of APPRAISAL SYSTEMS, INC. to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that APPRAISAL SYSTEMS, INC., its subsidiaries, assigns or principals controlling in excess of 10% of the entity has neither 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 the contract that would, pursuant to P.L. 2004, c 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Watchung if a member of that political party is serving in an elective public office of Watchung Borough when the contract is awarded, or to any

candidate committee of any person serving in an elective public office of Watchung Borough when the contract is awarded.

17. **Annual Disclosure Statement to ELEC**

Pursuant to N.J.S.A. 19:44A-20.27, any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received, in any calendar year, \$50,000 or more, in the aggregate, through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c 83 (N.J.S.A. 19:44A-5), setting for all such contributions made by the business entity during the 12 months prior to the reporting deadline.

18. **Term of Agreement**

It is understood that the term of this agreement shall be completed by December 31, 2022 or sooner.

19. **Termination of Agreement**

It is understood that the Borough shall have the right to terminate this agreement, with or without cause, in its sole discretion, with 30 days advance notice to the Appraiser. The Appraiser shall be paid for all work performed satisfactorily, as determined by the Borough Tax Assessor.

20. **Business Registration Certificate**

Appraiser shall submit its Business Registration Certificate no later than 10 days prior to the award of the contract.

21. **Iran Investment Disclosure**

Appraiser shall comply with the requirements of N.J.S.A. 40A:11-2.1 and N.J.S.A. 52:32-55 et seq. (P.L. 2012, Chap. 25) respecting the disclosure of investment activities in Iran. Any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract must complete the certification provided herewith, under penalty of perjury, that the person or entity, or one of the person's or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the State of New Jersey.

**22. Independent Contractor**

The parties agree that the Appraiser and anyone providing the Services on behalf of the Appraiser is an independent contractor and nothing in the Agreement shall be construed to establish an employer/employee, agency, joint venture, or partnership arrangement between the parties. In discharging all duties and obligations hereunder, the Appraiser and anyone providing the Services on behalf of the Appraiser shall at all times remain in an independent contractor relationship with the Borough. The Borough assumes no responsibility for the payment of compensation, wages, benefits, or taxes of any employees of the Appraiser.

DRAFT

**IN WITNESS WHEREOF**, the parties hereto have affixed their names and therefore execute this Agreement in triplicate on the day and year first written above.

ATTEST:

BOROUGH OF WATCHUNG  
COUNTY OF SOMERSET

By

\_\_\_\_\_  
Keith S. Balla, Mayor

\_\_\_\_\_  
Edith G. Gil, Borough Clerk  
Date:

ATTEST:

APPRAISAL SYSTEMS, INC.

By

\_\_\_\_\_  
Ernest F. Del Guercio, Jr.  
President

\_\_\_\_\_  
Maureen M. Newton  
Director  
0715/2022

The foregoing contract for the Borough of Watchung is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in accordance with P.L. 1971,c.424.



---

John J. Ficara  
Acting Director  
Division of Taxation

DRAFT

EXHIBIT "A"


AFFIRMATIVE ACTION

- (A) Appraiser, where applicable, shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Engineer will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such actions shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- (B) Appraiser where applicable, will in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- (C) Appraiser where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) Appraiser where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- (E) Appraiser agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
- (F) Appraiser agrees to inform in writing its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will
- (G) discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

- (H) Appraiser agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- (I) In conforming with the applicable employment goals, the Appraiser agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions

Appraiser shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C.17:27).

APPRAISAL SYSTEMS, INC.

  
\_\_\_\_\_  
Ernest F. Del Guercio, Jr.  
President

DRAFT



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** APPRAISAL SYSTEMS, INC.

**Trade Name:**

**Address:** 264 SOUTH STREET, BLDG 2, SUITE 1B  
MORRISTOWN, NJ 07960

**Certificate Number:** 0069896

**Effective Date:** March 04, 1981

**Date of Issuance:** February 26, 2016

**For Office Use Only:**

20160226110523364

DRAFT

**BOROUGH OF WATCHUNG  
RESOLUTION: R11**

**RESOLUTION DETERMINING THE FORM AND OTHER  
DETAILS AND PROVIDING FOR THE DETERMINATION  
OF OTHER TERMS OF NOT TO EXCEED \$5,782,950  
GENERAL IMPROVEMENT BONDS OF THE BOROUGH  
OF WATCHUNG, IN THE COUNTY OF SOMERSET, NEW  
JERSEY, AND PROVIDING FOR THEIR SALE TO THE  
SOMERSET COUNTY IMPROVEMENT AUTHORITY.**

BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF WATCHUNG, IN THE COUNTY OF SOMERSET, NEW JERSEY, AS FOLLOWS (not less than 2/3 of all members thereof affirmatively concurring):

Section 1. The General Improvement Bonds of the Borough of Watchung, in the County of Somerset, New Jersey (the "Borough"), referred to and described in a resolution of the Borough adopted on August 18, 2022 and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Borough of Watchung, in the County of Somerset, New Jersey, Into a Single Issue of Bonds Aggregating \$5,782,950 in Principal Amount" and in the bond ordinances referred to therein, each in all respects duly approved and published as required by law, shall be issued as "General Improvement Bonds" (the "Bonds"), with such further designations as set forth in Section 4 hereof.

Section 2. The Bonds are hereby authorized to be sold to the Somerset County Improvement Authority (the "Authority") at a purchase price determined in accordance with the

parameters set forth below and otherwise consistent with the terms included in the application submitted by the Authority to the Local Finance Board in the Department of Community Affairs, State of New Jersey (the "Local Finance Board"), and reviewed favorably by the Local Finance Board on August 10, 2022 (the "Application"):

- (a) the aggregate principal amount of the Bonds shall not exceed \$5,782,950;
- (b) the true interest cost of the Bonds shall not exceed an interest rate that would enable the Borough to issue the Bonds to the Authority and achieve the economic benefit (consisting of the AAA guaranty from the County of Somerset, which is a higher credit rating than the current credit rating of the Borough) of financing through the Authority versus financing on its own;
- (c) the maturity structure or weighted average maturity for the Bonds shall be substantially similar to the structure submitted to and approved by the Local Finance Board, subject to any adjustments recommended by the Authority's Underwriter or the Authority on the sale date designed to reduce the total costs of the borrowing of the Borough; and
- (d) all conditions described in the Application as submitted to the Local Finance Board for the sale of the Bonds shall be satisfied.

Section 3. The Bonds are hereby authorized to be sold and issued to the Authority in accordance with the terms of a bond purchase agreement to be entered into by and between the Authority and the Borough (the "Bond Purchase Agreement"). The Bonds may be issued in one or more series. The purchase price for the Bonds shall be as set forth in the Bond Purchase Agreement. The Mayor and the Chief Financial Officer are each hereby authorized and directed, without further authorization, to enter into and execute the Bond Purchase Agreement on behalf of the Borough in the form satisfactory to McManimon, Scotland & Baumann, LLC, bond counsel to the Borough ("Bond Counsel"), upon the terms consistent with the parameters set forth in this

resolution. Upon execution of the Bond Purchase Agreement, the signature of the Mayor and the Chief Financial Officer shall be conclusively presumed to evidence any necessary approvals for the sale and issuance of the Bonds. If the Chief Financial Officer, after consultation with the Authority, determines that the above parameters cannot be satisfied in the present market, the Bonds shall not be sold until such time as said parameters may be amended, in whole or in part, or a sale on different terms is otherwise approved by resolution of this Borough Council.

Section 4. (a) The Bonds shall be dated and shall bear interest at the interest rates per annum as the Chief Financial Officer shall determine.

(b) The Bonds shall be numbered and have such prefix as determined necessary by the Chief Financial Officer or as required by the Bond Purchase Agreement and shall be sold and issued with such serial maturities or with such term bond maturities payable from mandatory sinking fund payments made by the Borough as determined in the Bond Purchase Agreement.

(c) The Bonds shall mature in the years 2023 through 2032 or such other years as may be determined by the Chief Financial Officer and in the principal amounts as may be determined by the Chief Financial Officer and shall bear interest on the dates as may be determined by the Chief Financial Officer.

(d) The Bonds shall be sold at such price or prices as the Chief Financial Officer shall determine.

(e) The Bonds may be subject to redemption prior to their stated maturities as may be determined by the Chief Financial Officer.

(f) One certificate shall be issued for the entire principal amount of the Bonds being issued by the Borough unless otherwise required by the Authority pursuant to the Bond Purchase Agreement and shall be numbered GIB-1. Both principal of and interest on the Bonds will be

payable in lawful money of the United States of America. The certificate will be registered in the name of the "Somerset County Improvement Authority" unless otherwise specified in the Bond Purchase Agreement.

(g) Any other details that may need to be determined in connection with the sale and issuance of the Bonds shall be determined by the Chief Financial Officer.

Section 5. The Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the Borough to conform the Bonds to the requirements of the Bond Purchase Agreement:

\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX: FINANCE-BONDS,  
C: B. HANCE,

DRAFT



REGISTERED  
NUMBER GIB-1

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF NEW JERSEY  
COUNTY OF SOMERSET

BOROUGH OF WATCHUNG

GENERAL IMPROVEMENT BOND

DATE OF ORIGINAL ISSUE: \_\_\_\_\_, 2022

BOROUGH OF WATCHUNG, IN THE COUNTY OF SOMERSET, NEW JERSEY (the "Borough"), hereby acknowledges itself indebted and for value received promises to pay to the:

**SOMERSET COUNTY IMPROVEMENT AUTHORITY (the "Authority"),**  
c/o \_\_\_\_\_ (the "Trustee")

the principal sums on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this bond until payment in full at the interest rates per annum and in the amounts shown on Schedule A attached hereto and made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee on each \_\_\_\_\_ and \_\_\_\_\_ prior to each \_\_\_\_\_ and \_\_\_\_\_, respectively, commencing \_\_\_\_\_, 202\_\_\_\_, in an amount equal to the interest accruing to each \_\_\_\_\_ and \_\_\_\_\_. This bond as to principal will be payable on \_\_\_\_\_ at the corporate trust office of the Trustee.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a resolution of the Borough adopted on August 18, 2022 and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Borough of Watchung, in the County of Somerset, New Jersey, Into a Single Issue of Bonds Aggregating \$5,782,950 in Principal Amount" and the bond ordinances referred to therein, each in all respects duly approved and published as required by law.

The full faith and credit of the Borough are hereby irrevocably pledged for the punctual payment of the principal of and interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed, and that the issue of bonds of which this is one, together with all other indebtedness of the Borough, is within every debt and other limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, the BOROUGH OF WATCHUNG, IN THE COUNTY OF SOMERSET, NEW JERSEY, has caused this bond to be executed in its name by the manual or facsimile signature of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Borough Clerk, and this bond to be dated the DATE OF ORIGINAL ISSUE as specified above.

BOROUGH OF WATCHUNG

[SEAL]

By: \_\_\_\_\_  
Keith S. Balla, Mayor

ATTEST:

By: \_\_\_\_\_  
Edith G. Gil, Borough Clerk

By: \_\_\_\_\_  
William Hance, Chief Financial Officer

DRAFT

Section 6. The Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal (or facsimile thereof) of the Borough affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Borough Clerk.

Section 7. The Bonds shall have printed thereon a copy of the written opinion with respect to the Bonds that is to be rendered by Bond Counsel, complete except for omission of its date. The Borough Clerk is hereby authorized and directed to file a signed duplicate of such written opinion in the Borough Clerk's office. Alternatively, each Bond may be accompanied by the signed legal opinion or copy thereof.

Section 8. Bond Counsel is hereby authorized to arrange for the printing of the Bonds. The proper officials of the Borough are hereby authorized and directed to execute the Bonds and to deliver them to the Authority upon receipt of payment therefor, including accrued interest from their date to the date of delivery, if any.

Section 9. The Chief Financial Officer is also hereby authorized to pay the costs of issuance at or after the time of closing to the various participants regarding the sale and issuance of the Bonds. In the alternative, the Authority is hereby authorized to pay such costs of issuance on behalf of the Borough.

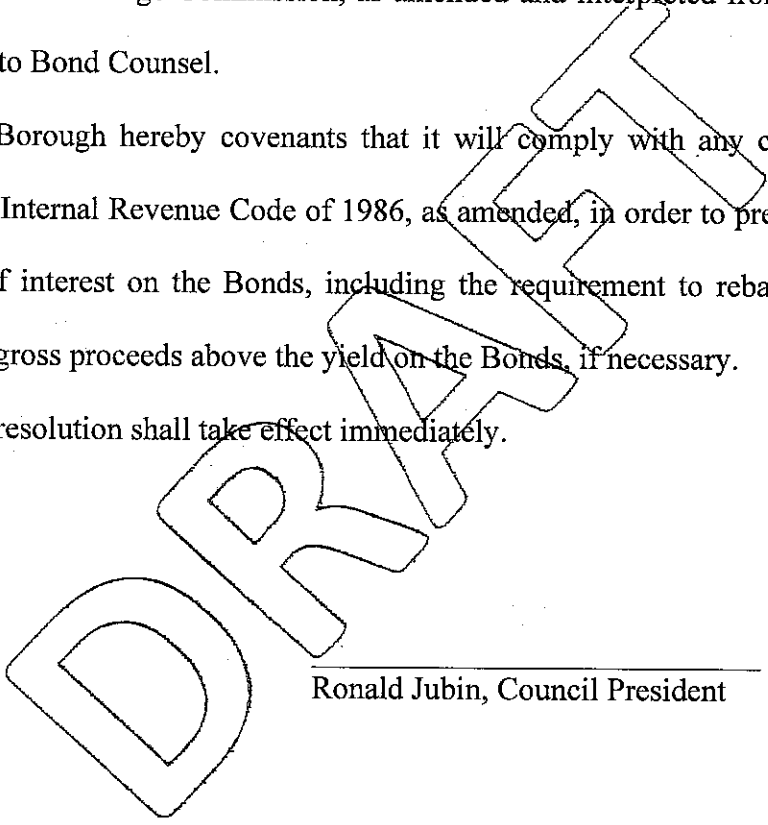
Section 10. The Mayor and the Chief Financial Officer and other appropriate representatives of the Borough are hereby authorized to take all steps necessary to provide for the issuance of the Bonds, including preparing and executing all such agreements, documents, certificates and other instruments on behalf of the Borough, and to take all steps necessary or desirable to effectuate the transactions contemplated hereby.

Section 11. The Mayor and the Chief Financial Officer are hereby authorized and directed to prepare any financial statements, demographic information or operating data required by the Authority for inclusion in the Authority's Preliminary and Final Official Statements.

Section 12. The Mayor and the Chief Financial Officer are each hereby authorized and directed, without further authorization, to enter into and execute a continuing disclosure agreement or such other agreement as may be required by the Authority for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time, in a form satisfactory to Bond Counsel.

Section 13. The Borough hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended, in order to preserve the exemption from taxation of interest on the Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds, if necessary.

Section 14. This resolution shall take effect immediately.

  
\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX: FINANCE,  
C: B. HANCE,

**CERTIFICATE**

I, Edith G. Gil, Clerk of the Borough of Watchung, in the County of Somerset, New Jersey (the "Borough"), HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Borough duly called and held on August 18, 2022 has been compared by me with the original minutes as officially recorded in my office in the minute book of the Borough and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Borough this \_\_\_\_ day of August, 2022.

\_\_\_\_\_  
Edith G. Gil, Clerk

[SEAL]

DRAFT

**BOROUGH OF WATCHUNG  
RESOLUTION: R12**

**RESOLUTION PROVIDING FOR THE COMBINATION OF  
CERTAIN ISSUES OF GENERAL IMPROVEMENT BONDS  
OF THE BOROUGH OF WATCHUNG, IN THE COUNTY OF  
SOMERSET, NEW JERSEY, INTO A SINGLE ISSUE OF  
BONDS AGGREGATING \$5,782,950 IN PRINCIPAL  
AMOUNT.**

BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF  
WATCHUNG, IN THE COUNTY OF SOMERSET, NEW JERSEY, AS FOLLOWS:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the Bonds of the  
Borough of Watchung, in the County of Somerset, New Jersey (the "Borough"), authorized  
pursuant to the bond ordinances of the Borough heretofore adopted and described in Section 2  
hereof shall be combined into a single and combined issue of general improvement bonds in the  
aggregate principal amount of \$5,782,950 (the "Bonds").

Section 2. The principal amount of Bonds authorized by each bond ordinance to be  
combined into a single issue as above provided, the bond ordinances authorizing the Bonds  
described by reference to the number, the improvement description and the date of adoption, and  
the period or average period of usefulness determined in each of the bond ordinances are  
respectively as follows:

Section 3.

Bond Ordinance Number	Principal Amount of Bonds	Description of Improvement and Date of Adoption of Bond Ordinance	Useful Life
16/04	\$380,000	Various public improvements, finally adopted April 21, 2016.	10.24 years
16/07	\$372,000	Various public improvements, finally adopted June 16, 2016.	9.73 years
17/02	\$400,000	Various public improvements, finally adopted February 16, 2017.	11.05 years
17/08	\$107,050	2017 road resurfacing program, finally adopted June 22, 2017.	10 years
18/12	\$856,000	Various public improvements, finally adopted June 7, 2018.	9.55 years
18/15	\$1,220,000	Various public improvements, finally adopted October 4, 2018.	11.66 years
19/15	\$1,159,500	Various public improvements, finally adopted July 18, 2019.	9.76 years
21/04	\$1,100,000	Improvements to various roadways, finally adopted May 20, 2021.	10 years
21/11	\$188,400	2021 capital acquisitions and improvements, finally adopted October 21, 2021.	8.13 years
<b>TOTAL</b>	<b>\$5,782,950</b>		<b>10.24 years</b>

Section 4. The following matters are hereby determined with respect to the combined issue of Bonds:

a. The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average period of usefulness therein determined, is not less than 10.24 years.

b. The Bonds of the combined issue shall be designated "General Improvement Bonds" and shall mature within the average period of usefulness herein determined.

c. The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law applicable to the sale and issuance of bonds authorized by a single bond ordinance and, accordingly, may be sold with other issues of bonds.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

a. None of the Bonds described in Section 2 hereof have been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded and now remain in full force and effect as authorizations for the respective amounts of Bonds set opposite the descriptions of the bond ordinances in Section 2 hereof.

b. The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and are all purposes for which no deduction may be taken in any annual or supplemental debt statement.

Section 6. This resolution shall take effect immediately.

\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX: FINANCE-BONDS,  
C: B. HANCE,



**CERTIFICATE**

I, Edith G. Gil, Clerk of the Borough of Watchung, in the County of Somerset, New Jersey (the "Borough"), HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Borough duly called and held on August 18, 2022 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Borough this \_\_\_\_ day of August, 2022.

\_\_\_\_\_  
Edith G. Gil, Clerk

[SEAL]

DRAFT

**BOROUGH OF WATCHUNG  
RESOLUTION: R13**

**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 25<sup>th</sup> at 3:00 P.M.

\_\_\_\_\_  
Freddie Hayeck, Council Member

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX: RECREATION, PD  
C: LM

BOROUGH OF WATCHUNG  
RECREATION COMMISSION

RECEIVED  
AUG 8 2022  
BOROUGH OF WATCHUNG

**FIELD AND FACILITY PERMIT APPLICATION**

NAME: Ukrainian Flag raising

ADDRESS: \_\_\_\_\_

PHONE: (H) \_\_\_\_\_ (W) [REDACTED] (C) \_\_\_\_\_

EMAIL oksana.batsua@gmail.com SPORT/EVENT community ceremony  
oksana batsua

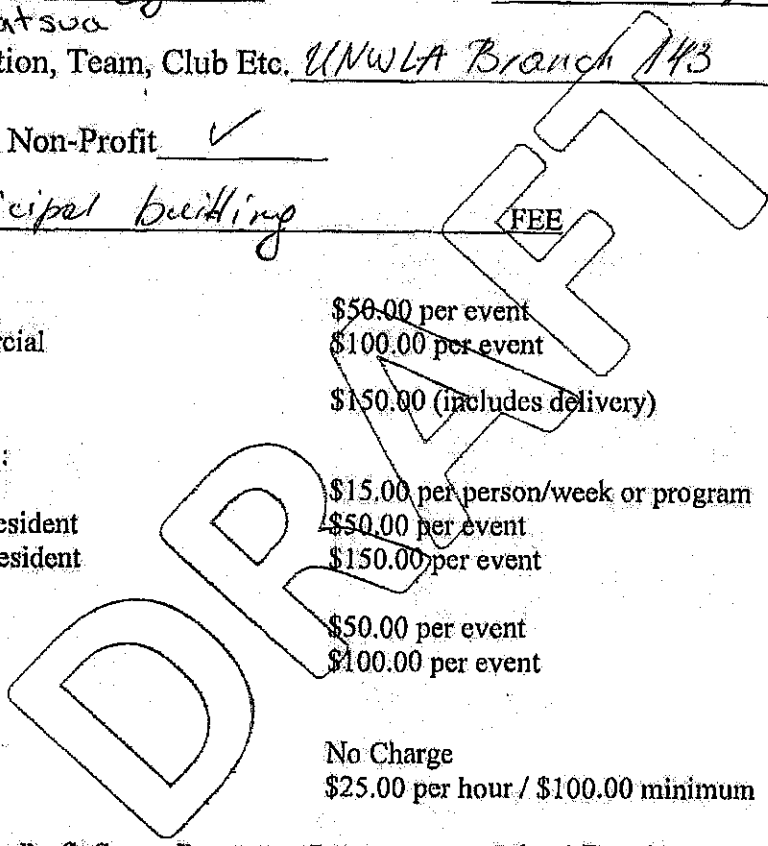
Name of Organization, Team, Club Etc. UNWLA Branch #13

Profit \_\_\_\_\_ Non-Profit

FIELD USE Municipal building

FEE

*Pavilion Rental;	
Resident	\$50.00 per event
Non-Resident / Commercial	\$100.00 per event
Port-A-John Rental	\$150.00 (includes delivery)
*Mobus / Phillips Fields:	
Sport Programs	\$15.00 per person/week or program
Events (Non-Profit) – Resident	\$50.00 per event
Non-Resident	\$150.00 per event
*Gazebo:	
Resident	\$50.00 per event
Non-Resident	\$100.00 per event
*Seniors Room:	
Residents/Non-Profit	No Charge
Profit Organizations	\$25.00 per hour / \$100.00 minimum



All Watchung Based Non-Profit Sports Programs, Government or School Based Events  
and Non-Profit Fund Raising Events Free of Charge

All fees include removal of bagged garbage and access to electricity, if needed.

FIELD / FACILITY REQUESTED Municipal building

DATES 08/26/2022

TIMES 11:30

**HOLD-HARMLESS AGREEMENT**

1. "I / WE" "ME / MY / OUR" shall mean one of the following:

AN INDIVIDUAL: Name: \_\_\_\_\_ OR

ORGANIZATION: Name: UNWLA Branch 143 OR

CORPORATION or LLC: Name: \_\_\_\_\_

2. "YOU/YOUR/YOURSELF" shall mean the municipal corporation known as the Borough of Watchung and the Borough of Watchung Recreation Commission, its public officials, members, agents, servants, employees, or contractors.

3. GENERAL INFORMATION: Per Field and Facility Permit Application Attached

4. I sign this Hold-Harmless as MY voluntary act and by this act agree to hold YOU harmless and indemnify YOU from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity I will be holding (as described above) on the date(s) listed above.

5. I state that the activity listed above will not include the consumption of alcoholic beverages, but should any person described in Paragraph 4 consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of paragraph 6 below.

6. I state that the activity listed above will include the consumption of alcoholic beverages and that because of such consumption I have the following additional duties to perform for You related to the use of the site listed above:

(a) that I am solely responsible for the dispensing and consuming of alcohol, including the prudent and responsible dispensing and consuming of alcohol by all persons involved in the activity described above including but not limited to those persons described in paragraph 4 above; (b) to acknowledge by the signing of this Hold-Harmless that You have no authority, control, or participation in the dispensing or consuming of alcohol on the site and date listed above and that I will take no step(s), action(s), or measure(s) to convey the idea that You in any way have promoted, assisted, or participated in the dispensing and consuming of alcoholic beverages on the site and date listed above; (c) that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on Your property; (d) to comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

7. I also shall provide You with a Certificate of Insurance and that I shall provide same as soon as practicable and not less than five (5) business days before the date of the planned activity. Said insurance shall be written with a company maintaining a rating of at least "A-" according to A.M. Bests. Said policy shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence (\$3,000,000 per occurrence if liquor is being served or consumed). It is understood You will be listed as an additional insured on that policy and Certificate of Insurance. If I, as an individual, am holding a private, personal event, I shall provide YOU with a copy of My Homeowners or Condo or Renters or Personal Excess Liability policy declarations page with personal liability coverage of not less than one million dollars (\$1,000,000) each occurrence.

8. (Applicable to Corporation Only) I also agree that I am obligated to reimburse YOU for all reasonable attorney's fees incurred by YOU to enforce the terms of this Hold-Harmless or to defend YOURSELF against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by ME or at MY sole cost and expense pursuant to this Hold-harmless.

9. LEGAL SIGNATURES:

Signature on behalf of "I/WE/ME/MY/OUR":

Individual Oksana Bats Date 08/08/2012

on behalf of UNWLA Branch 143  
Organization or Corporation or LLC

and

Signature & Title of Person on behalf of the Borough of Watchung and Watchung Recreation Commission

Date \_\_\_\_\_

# Watchung Recreation Commission Facility/Field Use Policies and Lease Agreement

## General Information

To rent a facility or field, community organizations are required to complete a rental application and pay the appropriate fee (if applicable). No "Sub-leasing" of any kind from one sports group to another is permitted. All dates, times and fields must be approved.

The Recreation Commission reserves the right to consider all rental requests and allocate rental time based on the number of requests and overall time requested. The Recreation Commission reserves the right to disapprove permits if it is determined that fields are deteriorating because of overuse.

Community members must be 21 years of age to sign a Field Use agreement or rent a field or facility. All applicants are required to provide one adult chaperone for each group of 10 youth in attendance under the age of 21 for all planned activities.

The Recreation Commission reserves the right to require the renter to provide police security for special programs.

All fees are to be paid in full two weeks prior to an approval unless other arrangements have been made with the Recreation Coordinator.

The Recreation Commission reserves the right to cancel practices/games due to weather conditions and/or field conditions. Failure to abide by this policy can result in cancellation of your rental agreement.

## Renter Responsibilities

All applicants requesting use of Watchung fields or facilities must observe the following guidelines and requirements:

1. The renter must leave the area, facility or equipment in a clean and orderly condition. All trash must be properly disposed.
2. Prohibited Items: Beer, wine, alcoholic beverages, firearms, tobacco and illegal drugs.
3. Liability: The Watchung Recreation Commission and the Borough of Watchung assume no liability for the renter's use of the equipment, field or facility. The applicant shall hold the Borough harmless from any claim or liability arising out of any activity or conduct of the renter while using the equipment, field or facility in question. Applicants are required to supply general liability insurance that covers the Borough with limits of \$1,000,000.00 combined single limit with an aggregate of \$2,000,000.00. A certificate of insurance, must be filed with the Borough at least five days prior to the use of the Boroughs field or facility.
4. Governmental Boards and Agencies: facilities are available at no charge to official government boards and agencies for events in the public interest when not otherwise in conflict with this policy.
5. Damages: Any and all damages to the facilities, equipment, and other Borough property, while being used by the renter, will be the responsibility of the renter and payable in full to the Borough of Watchung. Payment will include the costs of all labor, materials, and supplies to repair or replace the damage to facilities. The Recreation Commission reserves the right to decline renting to patrons who have incurred damages to Borough property in previous rentals.
6. Policy of Non-Discrimination: The Borough of Watchung facilities are available on a non-discriminatory basis. Appropriate activities need to accommodate individuals regardless of age, sex, race, color, religion, national origin, physical or mental disabilities, or marital status. The Borough of Watchung does not discriminate on the basis of disability in admission, access, treatment or employment in its programs or activities.
7. ADA Statement: Although specific programs for persons with disabilities are limited, the Watchung Recreation Commission is committed to providing equal access to programs and facilities for these individuals. Reasonable accommodation and support can be requested to provide access to desired programs and activities. Requests should be made at least 10 days in advance. In addition, where a need is demonstrated and resources are available every reasonable effort will be made to establish specific programs for persons with disabilities.

The individual signing this lease agreement is responsible for ensuring that all policies included in this agreement are followed. The representative should notify us immediately if there are any maintenance or safety issues or damage to the fields that need to be addressed. Please sign below to confirm that you have received a copy of the Facility/Field Use Policy and Lease Agreement and agree to abide by these policies.

Name

Oksana Pats

Signature

[Signature]

Date

08/08/22

**2020 ACKNOWLEDGMENT AND WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS FOR THE USE OF BOROUGH OF WATCHUNG FIELDS, PARKS AND FACILITIES (APPLICANT)**

**I. Background and Purpose**

The Borough of Watchung and the Borough of Watchung Recreation Commission (hereinafter jointly and separately referred to as the "Borough of Watchung") offer(s) Facility, Park and Field Use to the public for a variety of indoor and outdoor physical, social and educational programs and activities, including but not limited to competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps (collectively referred to hereinafter as the "FACILITY AND FIELD USE"). The Borough of Watchung fields, facilities, parks and property and other public and semi-public places may be accessible to large numbers of people on a daily basis.

Due to the ongoing COVID-19 pandemic, and until further notice, any Organization, Company, and or individual(s) seeking to rent a Borough of Watchung facility or field for an event, program, or planned activity ("PROGRAM") shall require any adult, age 18 or older wishing to enroll themselves, their child(ren) or any other dependent(s) family members into or participate in the PROGRAM, or seeking to otherwise voluntarily participate or attend the PROGRAM as a coach, counselor, instructor, referee, official, or volunteer, to complete, sign an Acknowledgement and Waiver of Liability. It shall be the sole responsibility of the Applicant for the use of the Borough Field, Park and/or Facility to obtain and maintain a copy of the Acknowledgement and Waiver of Liability for a period of at least two (2) years from the date of the scheduled event.

Permission to access any Borough of Watchung facilities/property and equipment is expressly conditional on the Organization, Company and/or Individual(s) seeking to use or rent a Borough Field or Facility obtaining from all of its participants and attendees a properly completed and signed Acknowledgement and Waiver of Liability in a timely manner. The Organization, Company and/or Individual shall not permit an individual's participation or attendance in the PROGRAM without an executed Acknowledgement and Waiver of Liability.

Access to any Borough of Watchung facility, field, park, property and/or equipment may be denied or revoked at any time for the failure of the Organization, Company and/or individual to have obtained a properly completed, signed Acknowledgement and Waiver of Liability from all of its participants and/or attendees.

**II. Acknowledgment and Waiver and Indemnification and Hold Harmless**

I/WE, shall mean the following:

An INDIVIDUAL: Name: Oksana Bats

ORGANIZATION: Name: UNWLA Branch 1113

CORPORATION or LLC: Name: \_\_\_\_\_

I/WE have requested the use of a Borough of Watchung Field, Facility and/or Park for a PROGRAM and in consideration of the use of the Borough Field, Facility, and/or Park, I/WE, the undersigned agree to assume all risks of the Program and agree to indemnify and hold the Borough of Watchung and its officers, agents, and employees harmless from any and all liability, claims, costs, and attorney's fees arising out of the use of the Borough Property.

I/WE acknowledge that the Pandemic Illnesses: (1) are highly contagious and may cause serious permanent bodily injury, including death, of healthy persons of all ages; (2) are subject to changing recommendations on limiting risk of exposure and spread; (3) remain prevalent throughout New Jersey; (4) are highly likely to spread to persons in direct contact with or in close proximity to (within about 6 feet) an infected person; (5) believed by the CDC/NJDOH to spread by droplets produced into the air when an infected person coughs, sneezes, talks or otherwise moves air out through their nose and mouth, and from touching surfaces on which droplets containing the virus exist.

I/WE further acknowledge that operation and implementation of the PROGRAM may pose an inherent and heightened risk of exposure, infection and bodily injury from the Pandemic Illnesses regardless of preventative measures taken by the Borough of Watchung.

By signing this ACKNOWLEDGEMENT, WAIVER, INDEMNIFICATION AND HOLD HARMLESS, I/WE on behalf of ourselves, the PROGRAM PARTICIPANT(S) and other members of their household, voluntarily agree to assume all of the foregoing risks, and do accept sole and complete responsibility for any and all injuries, damage(s) and other losses to the PROGRAM PARTICIPANT(S), and other members of their household for attending or participating in the PROGRAM, including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorneys' fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in any PROGRAM.

I/WE, on behalf of myself/ourselves, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, WAIVE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE BOROUGH OF WATCHUNG, THE BOROUGH OF WATCHUNG RECREATION COMMISSION, AND EACH OF THE BOROUGH OF WATCHUNG'S OFFICIALS, OFFICERS, EMPLOYEES AGENTS, VOLUNTEERS AND REPRESENTATIVES FOR AND FROM ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, LIABILITIES, ACTIONS, COSTS AND EXPENSES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATING TO THE ACCIDENTAL AND/OR NEGLIGENT EXPOSURE TO THESE PANDEMIC ILLNESSES FROM ATTENDING OR PARTICIPATING IN THE PROGRAM(S).

I/WE UNDERSTAND AND AGREE THAT THIS WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION INCLUDES ANY AND ALL CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE BOROUGH OF WATCHUNG, THE BOROUGH OF WATCHUNG DEPARTMENT OF RECREATION AND THE BOROUGH OF WATCHUNG'S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND REPRESENTATIVES, REGARDLESS OF WHETHER INFECTION FROM THESE PANDEMIC ILLNESSES OCCUR BEFORE DURING OR AFTER PARTICIPATION AND/OR ATTENDANCE IN ANY PROGRAM(S) AT A BOROUGH OF WATCHUNG FIELD, PARK, AND/OR FACILITY.

This ACKNOWLEDGEMENT, WAIVER, INDEMNIFICATION AND HOLD HARMLESS does not supersede, circumvent, or cancel Borough of Watchung Recreation Department's Rules and Regulations relating to the use and/or rental of the Borough Field, Park or Facility.

If any part of this ACKNOWLEDGEMENT, WAIVER, INDEMNIFICATION AND HOLD HARMLESS is found by a court of competent jurisdiction to be invalid, the remainder of this WAIVER release from liability shall nevertheless remain in full force and effect and the offending provision or provisions severed here from.

The undersigned, has read and accepts the terms and conditions of this and is fully authorized to execute the within document on behalf of Organization, Corporation or Company, and acknowledges and agrees that it shall, to the fullest extent allowed by law, be effective.

*[Signature]* 08/08/22  
Authorized Signature Date

UNWLA Branch 143 08/08/22  
Print Name of Organization, Corporation and Title of Signatory Date

OB Initial to confirm that the Individual, Organization, Corporation and/or Company has or will obtain an Acknowledgement and Waiver of Liability form for all PROGRAM PARTICIPANTS and will maintain a copy of such for a period of at least two (2) years from the date of the scheduled event.

DRAFT



**BOROUGH OF WATCHUNG  
RESOLUTION: R14**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO J.A. ALEXANDER  
INC. FOR THE 2022 ROADWAY IMPROVEMENTS PROJECT**

**WHEREAS**, on August 16, 2022, sealed bids were opened on behalf of the Borough of Watchung for the 2022 Roadway Improvements (Scott Drive and Johnston Drive; and

**WHEREAS**, the Borough opened four (4) bids on August 16, 2022 in the following amounts:

<b>Bidder</b>	<b>2022 Roadway Improvements</b>	<b>Total Bid Amount</b>
J.A. Alexander, Inc.	\$527,903.70	\$527,903.70
Riverview Paving	\$553,508.84	\$553,508.84
Reivax Contracting, Inc.	\$560,711.54	\$560,711.54
Top Line Construction Corp.	\$587,500.16	\$587,500.16

**WHEREAS**, Remington & Vernick Engineers, the Borough's consulting engineer, reviewed all of the bid proposals and found that the lowest numerical bid submitted by J.A. Alexander, Inc. was recommended for award by Remington & Vernick Engineers; and

**WHEREAS**, the appropriate Borough Official have certified the sufficiency of funds for the award of contract for the 2022 Roadway Improvements Project, subject to the approval of the New Jersey Department of Transportation; and

**WHEREAS**, Council of the Borough of Watchung has determined pursuant to *N.J.S.A. 40A:11-1, et seq.*, J.A. Alexander, Inc. is the lowest responsive responsible bidder for the 2022 Roadway Improvements Project with a total bid in the amount of \$527,903.70, subject to the approval of the New Jersey Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED** by Council of the Borough of Watchung, County of Somerset, State of New Jersey that pursuant to *N.J.S.A. 40A:11-1, et seq.*, J. A. Alexander, Inc. is the lowest responsive responsible bidder for the 2022 Roadway Improvements Project with a total bid in the amount of \$527,903.70; and

**BE IT FURTHER RESOLVED** by the Council that it hereby awards a contract for the 2022 Roadway Improvements Project to J.A. Alexander, Inc., 130 Jon F. Kennedy Drive, Bloomfield NJ 07003 in a total amount not to exceed \$527,903.70 subject to the approval of the New Jersey Department of Transportation; and

**BE IT FURTHER RESOLVED** by the Council that it hereby authorizes the Mayor and all Borough Officials and employees, to take all necessary action to effectuate the within Resolution, including but not limited to the Mayor and Borough Clerk's execution of the contract awarded herein and the implementation thereof consistent with the terms of this Resolution and executed contract; and

**BOROUGH OF WATCHUNG  
RESOLUTION: R14**

**BE IT FURTHER RESOLVED**, that upon receipt of a fully executed contract, the Borough Clerk is hereby authorized and directed to return the bid bonds of all unsuccessful bidders.

**BE IT FURTHER RESOLVED**, that the Chief Financial Officer certifies that funds are available in account 2-01-610-201.

\_\_\_\_\_  
William J. Hance, CFO / QPA

\_\_\_\_\_  
Christine B. Ead, Council Member

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX: ROADS, AWARDS,  
C: B. HANCE, ENG.,

DRAFT

**BOROUGH OF WATCHUNG  
RESOLUTION: R15**

**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 has continued its investigation into this potential transfer of property interests with Maha and desires to further the transaction by entering into a contract with Maha to finalize the terms of the Memorandum of Understanding; and

**WHEREAS**, Borough and Maha negotiated a Contract for Transfer of Real Property and Easements for the transfer of a portion of the Borough Property, along with the exchange of easements on the Maha Property and the Borough Property subject to the terms and conditions set forth herein, along with the Borough's adoption of an ordinance authorizing the transfer of real property under the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*, specifically N.J.S.A. 40A:12-16; and

**WHEREAS**, the Borough Council finds it in the best interest of the Borough to authorize the Borough to enter into and execute the Contract for Transfer of Real Property and Easements with Maha, formalizing the terms of the Memorandum of Understanding.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the Borough hereby authorizes the Borough to enter into and execute the Contract for Transfer of Real Property and Easements with Maha at Watchung, LLC, for the transfer of property interests; subject to the Borough's adoption of an ordinance authorizing the transfer of real property.

**BOROUGH OF WATCHUNG  
RESOLUTION: R15**

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby authorized and directed to sign the Contract 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 Contract, including, without limitation, the obtaining of appraisals of the various property interests to be exchanged.

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

\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX:  
C:

DRAFT

**CONTRACT FOR TRANSFER OF REAL PROPERTY AND EASEMENTS**

**THIS CONTRACT FOR TRANSER OF REAL PROPERTY AND EASEMENTS**

(the "Contract") is made and dated as of \_\_\_\_\_, 2022, by and between **THE BOROUGH OF WATCHUNG**, a Municipal Corporation of the State of New Jersey, having its principal offices at 15 Mountain Boulevard, Watchung, New Jersey 07069, hereinafter called the "Borough" or "Watchung"; and **MAHA AT WATCHUNG, LLC**, a limited liability corporation of the State of New Jersey, having its principal offices at 20 Stirling Road, Watchung, New Jersey 07069, hereinafter called "Maha."

The Borough and Maha may be hereinafter referred to collectively or individually as "Party" or "Parties."

**WITNESSETH:**

**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 Grantor (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 and Maha desire to enter into this Contract for the transfer of a portion of the Borough Property, along with the exchange of easements on the Maha Property and the Borough Property subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid, including the exchange of property and easement interests set forth herein, the Parties hereby agree as follows:

1. **TRANSFER OF PROPERTY INTERESTS:**

a. **Sidewalk and Access Easement.** Maha shall grant to the Borough a sidewalk and access easement over and upon the Maha Property to allow for the Borough's construction, maintenance and public use of a sidewalk connecting from the existing sidewalk along Stirling Road, along Valley Road, to the existing sidewalk along Valley Road at the Borough Property at Best Lake. The sidewalk and access easement is identified on the attached plan entitled "Lot Line Change, Lots 6 and 7, Block 44.01 in the Borough of Watchung, Somerset County, New Jersey," dated June 20, 2022, revised July 1, 2022, consisting of two (2) sheets, and prepared by Titus Surveying & Engineering, P.C. (the "Plan"), which Plan is attached hereto and made a part hereof as **Exhibit A**. The Sidewalk and Access Easement shall be in substantially the form attached hereto as **Exhibit B**.

b. Transfer of Garage/Shed Property. The Borough shall transfer and convey ownership of approximately 1,092± square foot portion of the Borough Property upon which an existing garage/shed is located, which property is identified on the attached Plan (the "Garage/Shed Property"). The transfer is subject to receipt of final subdivision (lot line adjustment) approval, with variance relief, from the appropriate land use board.

c. Landscape Easement. The Borough shall grant to Maha a landscape easement for the planting, installation and maintenance of landscaping, including, but not limited to, brush, shrubbery, trees and other plantings and hardscaping, over and upon a portion of the Borough Property as identified on the attached Plan. The Landscape Easement shall be in substantially the form attached hereto as **Exhibit C.**

d. 10 Foot Wide Maintenance and Access Easement. The Borough shall grant to Maha a 10 foot wide maintenance and access easement surrounding the garage/shed property being transferred simultaneously herein for access to the garage/shed structure for access and maintenance of same; which easement is identified on the attached Plan. The 10 Foot Wide Maintenance and Access Easement shall be in substantially the form attached hereto as **Exhibit D.**

e. Reciprocal Overflow Parking Easement. The Parties shall grant unto each other a reciprocal overflow parking easement for vehicular access and parking of vehicles on the parking areas on the Maha Property and Borough Property, as currently exists or may exist in the future. The easement shall not require the parking configuration to be at any specific location, size or design; nor otherwise prohibit or restrict either Party from redesigning or redeveloping the

properties or parking areas located thereon. The Reciprocal Overflow Parking Easement shall be in substantially the form attached hereto as **Exhibit E**.

2. **QUALITY OF TITLE**: The Parties hereby agree to convey good and marketable title to the respectively properties and easements herein being granted, free from all liens, claims and encumbrances except as hereinafter expressly permitted. Title must be insurable by a reputable title insurance company doing business in the State of New Jersey without special premium and at regular rates, subject to the usual printed title company exceptions, and subject to restrictions, sanitary sewer easements and easements of record, if any; such facts as an inspection of the properties would disclose; zoning and other governmental regulations, provided, however, that violation of said exceptions would not cause a reversion of title or a forfeiture and provided further that none of the foregoing shall prevent the use of the properties for the purposes set forth herein. In the event of any title defect or encumbrance not permitted by this paragraph, the Party shall have 30 days after notice of same to correct or remove any such defect or encumbrance. If the defect is not or cannot be corrected during that period then the other Party may cancel this Contract. The Parties may also accept, in their sole discretion, the title which can be conveyed, without abatement of the purchase price.

3. **CONSIDERATION**: The consideration for the property and easements being transferred herein shall be the value of the lands and interests therein being exchanged, which shall be based upon an appraisal of the various property interests being conveyed in compliance with N.J.S.A. 40A:12-16. No other monetary payments shall be made to either Party in connection with any of the land transactions being made herein, unless found necessary based upon the values of the property interests in the appraisals so that the property interests exchanges shall be of equal value.



In the event that a monetary consideration is required, same shall be agreed upon by the Parties in writing, which writing shall be in the form of an amendment to this Contract.

4. **APPRAISAL AND APPROVAL CONTINGENCIES:**

a. **Appraisal Contingency.** This transaction shall be contingent on the Parties obtaining an appraisal of the property interests being transferred herein, which appraisal shall evidence that said property values exchanged being substantially equivalent as required pursuant to N.J.S.A. 40A:12-16. The Parties agree to reasonably work together to obtain the required appraisal, including the allowing of access by the appraiser for an inspection of the Borough Property and Maha Property.

b. **Approval Contingency.** This transaction shall further be contingent upon the Borough adopting the necessary acquisition ordinance ("Ordinance") to accomplish the acquisition and transfer for the completion of the transaction. Maha acknowledges that the Borough cannot transfer or acquire the properties and easements identified herein until the Ordinance has been finally adopted and the forty-five (45) day period of limitation within which a suit, action or proceeding questioning the validity of such Ordinance can be commenced as provided in the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, which forty-five (45) day period of limitation runs from the date that the Ordinance was published after final adoption. The Borough shall publish notice of final adoption of the Ordinance in a timely manner and without delay. The Borough agrees to first pass a resolution authorizing this transaction and the signing of this Contract.

5. **CLOSING TIME AND PLACE:** The closing of title shall take place at the Borough Municipal Building, 15 Mountain Boulevard, Watchung, New Jersey, or other location mutually agreed upon by the Parties, on or about ten (10) days after receipt of the final, unappealable

subdivision (lot line adjustment) approval with variance relief from the appropriate Borough land use board, subject to the contingencies set forth herein. The Parties shall be permitted to participate in closing via overnight or hand delivery.

6. **DEED/EASEMENTS:** At the closing, the Borough shall transfer fee simple ownership of the Garage/Shed Property to Maha by Bargain and Sale Deed With Covenants Against Grantor's Acts. The Borough shall provide an Affidavit of Title as required by the Maha's title company. The Deed shall be in proper form for recordation. At the closing, the Easements to be granted by the Borough and Maha shall be in the substantial forms attached hereto, and appropriately executed by the Parties for recording. The Deed and Easements shall be recorded simultaneously.

7. **ADJUSTMENTS:** The Parties acknowledge that there shall be no adjustments for municipal real estate taxes, rents, any sewer charges, water charges, fuel oil, condominium fees and such other charges relating to the properties and easements.

8. **ADDITIONAL IMPROVEMENTS INCLUDED IN SALE:** In addition to the property interests herein exchanged, Maha shall also complete various parking lot improvements, including the paving of same, to the existing parking area located on the Borough Property. The Parties acknowledge that such paving has already been completed and donated to the Borough by Maha.

9. **CONDITION OF PROPERTY:** The Borough is to deliver the Garage/Shed Property in "as is" condition.

10. **RISK OF LOSS, DAMAGE OR DESTRUCTION:** The risk of loss or damage to the Garage/Shed Property is on the Borough until closing, at such time it passes to Maha.

11. **BROKER:** The Parties acknowledge and agree that they have dealt with no brokers, real estate agents, finders or salesmen in connection with this transaction, and no commission shall be due or owing at closing.

12. **BOROUGH'S REPRESENTATIONS:** The Borough represents that it is authorized to complete the transfer of property interests set forth herein, subject to the contingencies identified herein.
13. **MAHA'S REPRESENTATIONS:** Maha represents that it is authorized to complete the transfer of property interests set forth herein, subject to the contingencies identified herein.
14. **SUBDIVISION CONTINGENCY:** The Parties intend to seek approval to subdivide (lot line adjustment) with variance relief from the appropriate land use board in connection with the transfer of the Garage/Shed Property. If not otherwise waived, Maha will pay for all application fees and escrows required to obtain the required approvals. If the land use board denies the subdivision application, either Party may cancel this Contract, subject only to either Party having the right to appeal such denial. If a Party determines to appeal any denial, it shall notify the other Party of such intentions, in writing, prior to the expiration of the 45-day appeal period.
15. **ENVIRONMENTAL CONDITIONS:** The Parties acknowledge the applicable environmental conditions of the Borough Property and Maha Property subject to the Easements, along with the transfer of the Garage/Shed Property; and hereby accept the existing conditions of same.
16. **INSPECTION AND POSSESSION BY BUYER:** Maha shall be entitled to make a final inspection of the Garage/Shed Property on not less than forty-eight hours' notice within five (5) calendar days before the closing date. Maha shall be entitled to possession of the Garage/Shed Property from the time of delivery of the deed hereunder.
17. **DEFAULT:** In the event of either Party's default, the other Party shall be entitled to all remedies at law or equity.

18. **UNDERGROUND OIL TANK:** The Borough represents that it is unaware of any underground oil tanks located within the Garage/Shed Property nor any portion of the Borough Property subject to the Easements. Maha shall have the right to conduct an inspection/sweep of the Garage/Shed Property prior to the closing. If an underground oil tank is found, the Borough shall be responsible for the removal of said tank, along with any contaminated soil in accordance with Federal, State and local laws, rules and ordinances. If Maha chooses not to conduct such inspection prior to closing, then it hereby agrees to take ownership of this real property assuming all risks in the event an underground oil tank is later discovered.

19. **NOTICES:** Any notice, election, demand or other communication required, permitted or desired to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given and served for all purposes if said notice is either personally delivered, sent by overnight commercial courier service, sent by regular mail or transmitted by confirmed facsimile or email. Said notice shall be deemed effective upon receipt of same by the party intended to be noticed. Each said notice to a party shall be addressed to that party's attorney.

20. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement between the parties, covering everything agreed upon and understood in this transaction. There are no oral promises, conditions, representations, undertakings, interpretations or terms of any kind as conditions or inducements to the execution of this agreement or in effect between the parties. No change or addition shall be made to this agreement except in a document executed by the parties.

21. **BENEFIT:** All the terms, covenants and conditions herein contained shall be for, and shall inure to the benefit of, and shall bind, the respective Parties hereto and their legal representatives, successors and permitted assigns, respectively.

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

23. **GOVERNING LAW**: This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey.

24. **ASSIGNMENT**: This Contract may not be assigned by either party without the other's consent which consent may be unreasonably withheld.

25. **AMENDMENT**: This Contract may only be amended or modified in writing, agreed to and executed by both Parties.

26. **AUTHORITY TO ENTER INTO CONTRACT**: The Parties hereby represent to the other that each has taken the necessary action to approve this Contract and authorized its execution.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Contract as of the day and year first above written.

WITNESS:

**MAHA AT WATCHUNG, LLC**

Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_, 2022

WITNESS:

**BOROUGH OF WATCHUNG**

\_\_\_\_\_  
Name: Edith Gil  
Title: Township Clerk

By: \_\_\_\_\_  
Name: Keith Balla  
Title: Mayor

Dated: \_\_\_\_\_, 2022

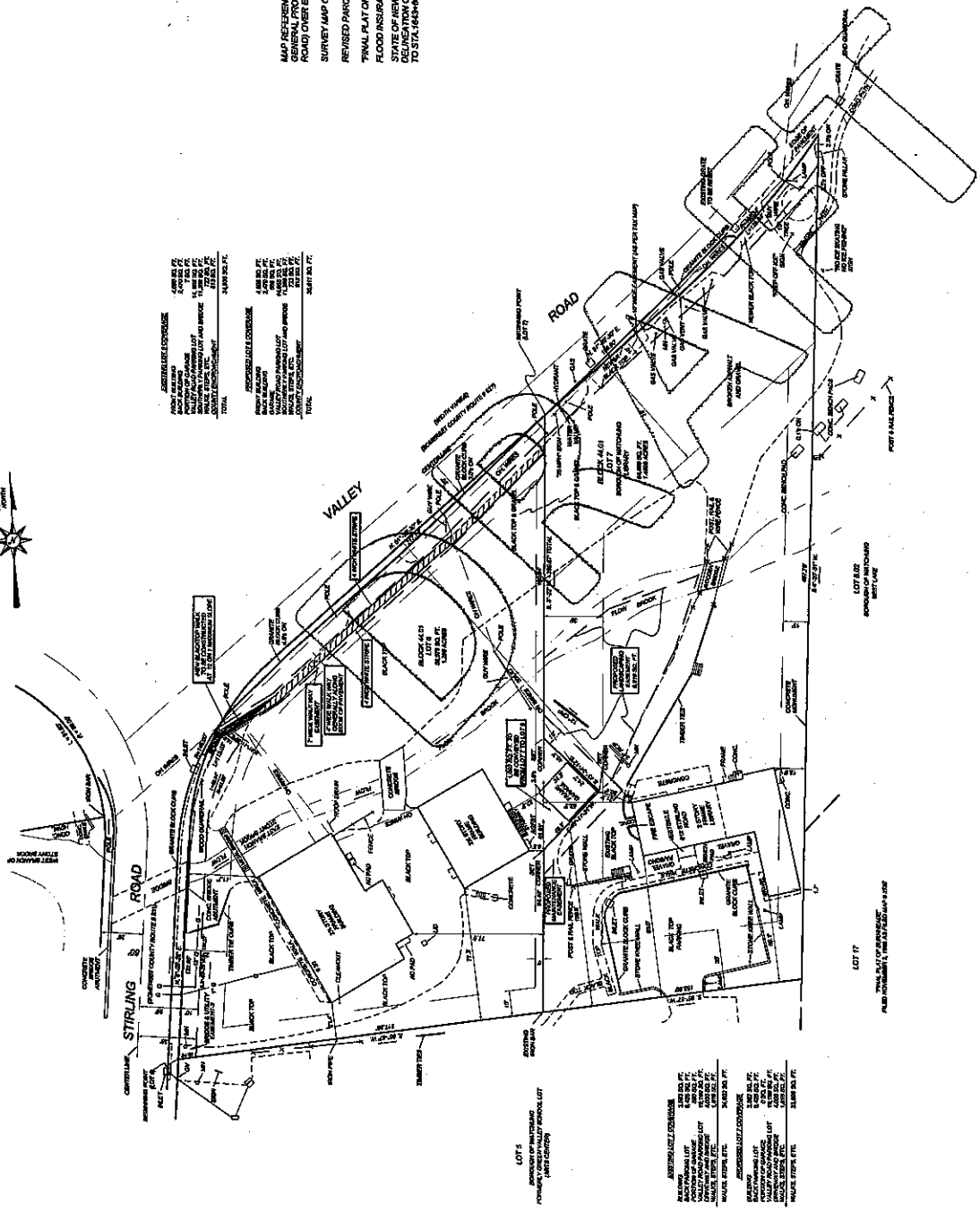
DRAFT

**EXHIBIT A**

DRAFT







ADJUSTED LOT CORNER	
ADJ. TO S. 1/4 SEC. 12	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 13	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 14	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 15	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 16	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 17	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 18	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 19	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 20	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 21	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 22	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 23	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 24	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 25	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 26	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 27	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 28	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 29	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 30	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 31	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 32	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 33	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 34	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 35	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 36	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 37	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 38	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 39	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 40	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 41	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 42	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 43	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 44	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 45	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 46	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 47	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 48	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 49	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 50	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 51	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 52	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 53	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 54	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 55	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 56	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 57	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 58	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 59	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 60	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 61	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 62	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 63	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 64	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 65	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 66	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 67	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 68	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 69	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 70	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 71	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 72	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 73	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 74	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 75	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 76	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 77	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 78	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 79	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 80	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 81	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 82	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 83	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 84	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 85	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 86	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 87	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 88	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 89	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 90	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 91	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 92	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 93	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 94	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 95	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 96	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 97	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 98	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 99	15.00' 00" 00"
ADJ. TO S. 1/4 SEC. 100	15.00' 00" 00"

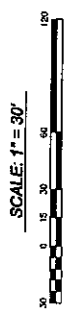
MAP REFERENCES:  
 GENERAL PROPERTY MAP, REPLACEMENT OF BRIDGE NO. 1, 1916 COUNTY ROUTE 627 & 631 (STRLING ROAD) OVER EAST BRANCH OF STONY BROOK, BOROUGH OF WATCHUNG.  
 SURVEY MAP OF LOT 6, BLOCK 44.01 BY FIRSTBROOK LAST REISED NOVEMBER 14, 1954.  
 REVISED PARCEL PROPERTY MAP, WATCHUNG ROTARY INTERCHANGE DATED APRIL 23, 1984.  
 FINAL PLAN OF BURNINGHAM, FILED NOVEMBER 3, 1989 AS FILED MAP # 2737.  
 FLOOD INSURANCE RATE MAP NUMBER 540230000E, EFFECTIVE DATE: SEPTEMBER 28, 2007.  
 STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WATER RESOURCES DELINEATION OF FLOODWAY AND FLOOD HAZARD AREA, STONY BROOK EAST BRANCH, STA. 1599+30 TO STA. 1668+04, BOROUGH OF WATCHUNG, DATED JUNE, 1977.

**LOTS 6 & 7, BLOCK 44.01**  
 IN THE  
**BOROUGH OF WATCHUNG**  
 SOMERSET COUNTY, NEW JERSEY

**TITUS SURVEYING & ENGINEERING, P.C.**  
 618 SOMERSET STREET  
 NORTH PLAINFIELD, NEW JERSEY 07068  
 PHONE: (908) 759-8505  
 FAX: (908) 758-9555

DATE	JOB NO.	BLOCK	PAGE	SHEET
APRIL 29, 2022	16-044-20	25	27	2 OF 2

REVISIONS:  
 REVISION JULY 1, 2022  
 REVISION JUNE 20, 2022



**EXHIBIT B**

DRAFT

Record and Return to:  
Edith Gil, Clerk  
Watchung Borough  
15 Mountain Boulevard  
Watchung, New Jersey 07069

Prepared by:

\_\_\_\_\_  
Joseph V. Sordillo, Esq.  
Watchung Borough Attorney

## **SIDEWALK AND ACCESS EASEMENT**

(Block 4401, Lot 6)

THIS EASEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between:

**MAHA AT WATCHUNG, LLC**, a limited liability corporation of the State of New Jersey, having its principal offices at 20 Stirling Road, Watchung, New Jersey 07069, hereinafter called "Grantor," or "Maha," and

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

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

### **WITNESSETH:**

**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 Grantor (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 the Grantor; and

**WHEREAS**, the Borough and Grantor negotiated and entered into a Memorandum of Understanding, dated March 2022, along with a Contract for Transfer of Real Property and Easements, dated \_\_\_\_\_, 2022 (collectively hereinafter the "Agreements"), 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**, in connection with the foregoing, Maha agrees to grant the Borough a sidewalk and access easement over and upon a portion of the Maha Property; and

**WHEREAS**, the portion of the Maha Property subject to this Easement is more particularly described by metes and bounds description entitled “ \_\_\_\_\_,” delineating an area of \_\_\_\_\_ ± acres ( \_\_\_\_\_ ± square feet), dated \_\_\_\_\_, which description is attached hereto as **Schedule A** and made a part hereof; and as further shown on the map entitled “ \_\_\_\_\_,” dated \_\_\_\_\_ (the “Map”), which Map is attached hereto as **Schedule B** and made a part hereof; which legal description and Map were prepared by \_\_\_\_\_, of \_\_\_\_\_ (hereinafter the portion of the property subject to the easement is referred to as the “Easement Area”).

**NOW, THEREFORE**, Grantor in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, including the Borough’s transfer of a portion of the Borough Property to Grantor to be effectuated by separate instrument, receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and dedicate unto Grantee, its successors and assigns, forever, a perpetual, public seven (7’) foot wide sidewalk and access easement over the Easement Area on the Maha Property for the development, construction, and maintenance of a sidewalk and related slope, along with the associated public access. Within the Easement Area, the following terms, rights, restrictions and conditions shall apply:

1. The Sidewalk and Access Easement conveyed herein shall consist of the right of the Borough and the public for pedestrian access over and upon the sidewalk to be constructed and maintained in the Easement Area on the Maha Property. It is the understanding of the parties that the sidewalk within the Easement Area shall be constructed and maintained at a width of four (4’) feet, with the access easement being seven (7’) foot in width.
2. Grantee shall be responsible, at its sole cost and expense, to maintain, operate, repair, upkeep and replace the sidewalk through and across the Easement Area. Grantee shall have the right, but not obligation, for the construction and reconstruction of the sidewalk, which may be in the form of asphalt or other appropriate material as determined by the Grantee, notwithstanding the original construction of the sidewalk at the time of the grant of this Easement.

3. Grantee, its agents, representatives, contractors, or any person or entity designated by it, shall also have the right, but not the duty, of entry and re-entry in and upon the Easement Area for the purpose of maintaining, repairing and replacing the sidewalk and related slope within the Easement Area. The Parties acknowledge and agree that for purposes of maintaining, repairing and replacing the sidewalk, Grantor herein grants Grantee a temporary construction easement to extend an additional six (6') feet in width (up to the limits of the property line and the right-of-way) ("Temporary Construction Easement Area"), which temporary construction easement shall expire upon completion of any such work by Grantee. Upon completion of any work by Grantee, Grantee shall remove, or shall cause to be removed, all materials, tools, equipment, building supplies and debris from the Easement Area and Temporary Construction Easement Area.

Grantee shall maintain a commercial general liability insurance policy, along or in combination with an excess liability 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 covering the Grantee's use of the Easement Area and Temporary Construction Easement Area. Grantor shall be included as an additional insured on the insurance policies. A Certificate of Insurance evidencing all of the coverages set forth herein shall be furnished to Grantor. Grantee shall furnish Grantor with any renewal certificate(s) of insurance thereof.

4. It is expressly acknowledged by Grantee that the Grantor does not and will not in the future have any obligation to maintain, repair or replace the sidewalk or any improvements in and about the Easement Area after the initial granting of the easement and the related sidewalk improvements as set forth in the Agreements.
5. No obstruction, including, but not limited to, the parking of vehicles within the Easement Area, or deterioration of the sidewalk shall be permitted by Grantor to remain which would in any way interfere with, obstruct or disturb the use of and access to the Easement Area by the Grantee.
6. The Easement Area shall be used and its access rights exercised by the Grantee, its agents, contractors or representatives, as well as the public in compliance with all laws, rules, regulations and permits applicable to the Easement Area in any lawful manner that is not inconsistent with the terms of this Easement. Subject to the terms of this Easement, the Grantee shall have all other rights and benefits which are necessary for the full enjoyment and use of the rights herein granted, including, without limitation, the right, but not the obligation, to clear the Easement Area of brush, trees, vegetation, and overhanging limbs which have grown or encroached thereon.
7. All notices, requests, demands and other communications which are required or may be given under this Easement must be in writing and sent to the intended recipient at the address set forth above or at such other address within the United States as the intended recipient previously designated by written notice to the other party. Notices will be deemed to have been duly given (i) when received, if personally delivered, (ii) the day after being sent, if sent for next day delivery to an address within the United States by nationally

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

8. In the event of a condemnation of all or any portion of the Easement Area, Grantor will have the right to receive the entire award or purchase price paid for such taking. Grantee hereby releases and waives any right to receive or claim any portion of such award or purchase price paid on account of any such taking.

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

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

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

The Grantee hereby agrees to indemnify, defend, and hold Grantor harmless from and against any loss, damage, lien, encumbrances, suit, claim, or expense (including, without limitation, reasonable attorneys fees) caused by or arising from any damage or injury to property or persons arising from or in connection with any of the rights herein granted; provided however, that notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify, defend and/or hold Grantor harmless with respect to any claim proximately related to the intentional misconduct of the Grantor or its agents, representatives or employees.

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

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively. The terms and conditions herein shall be deemed to run with the land and be binding upon successive owners of the Property; it being intended that a full transfer of title or ownership to the Property shall encompass and include a full transfer of rights and responsibilities herein. In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

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

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

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

ATTEST:

GRANTOR:  
MAHA AT WATCHUNG, LLC

\_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

GRANTEE:  
**BOROUGH OF WATCHUNG**

\_\_\_\_\_  
Name: Edith Gil  
Title: Township Clerk

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Name: Keith Balla  
Title: Mayor

STATE OF NEW JERSEY )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Name:  
Title:

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

\_\_\_\_\_  
Name:  
Title:



STATE OF NEW JERSEY }

COUNTY OF HUNTERDON }

ss.:

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

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

\_\_\_\_\_  
 Name: Edith Gil  
 Title: Borough Clerk

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

\_\_\_\_\_  
 Name:  
 Title:

DRAFT

**EXHIBIT C**

**DRAFT**

Record and Return to:  
Edith Gil, Clerk  
Watchung Borough  
15 Mountain Boulevard  
Watchung, New Jersey 07069

Prepared by:

\_\_\_\_\_  
Joseph V. Sordillo, Esq.  
Watchung Borough Attorney

## LANDSCAPE EASEMENT

(Block 4401, Lot 7)

THIS EASEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between:

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

**MAHA AT WATCHUNG, LLC**, a limited liability corporation of the State of New Jersey, having its principal offices at 20 Stirling Road, Watchung, New Jersey 07069, hereinafter called "Grantee," or "Maha."

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

### W I T N E S S E T H:

**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 Grantor (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 the Grantor; and

**WHEREAS**, the Borough and Grantor negotiated and entered into a Memorandum of Understanding, dated March 2022, along with a Contract for Transfer of Real Property and Easements, dated \_\_\_\_\_, 2022 (collectively hereinafter the "Agreements"), 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**, in connection with the foregoing, the Borough agrees to grant Maha a landscape easement over and upon a portion of the Borough Property; and

**WHEREAS**, the portion of the Borough Property subject to this Easement is more particularly described by metes and bounds description entitled " \_\_\_\_\_," delineating an area of \_\_\_\_\_ ± acres ( \_\_\_\_\_ ± square feet), dated \_\_\_\_\_, which description is attached hereto as **Schedule A** and made a part hereof; and as further shown on the map entitled " \_\_\_\_\_," dated \_\_\_\_\_ (the "Map"), which Map is attached hereto as **Schedule B** and made a part hereof; which legal description and Map were prepared by \_\_\_\_\_, of \_\_\_\_\_ (hereinafter the portion of the property subject to the easement is referred to as the "Easement Area").

**NOW, THEREFORE**, Grantor in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, including the Borough's transfer of a portion of the Borough Property to Grantor to be effectuated by separate instrument, receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and dedicate unto Grantee, its successors and assigns, forever, a perpetual landscape easement over the Easement Area on the Borough Property. Within the Easement Area, the following terms, rights, restrictions and conditions shall apply:

1. There is hereby established a landscape easement in, over and across the Easement Area on the Borough Property, upon which Grantee shall have the right to locate and install landscape, including, but not limited to, brush, shrubbery, trees, and other plantings, including hardscaping.
2. Grantee shall submit to Grantor reasonably detailed landscaping plans for any work that Grantee intends to perform in the Easement Area. Notwithstanding anything to the contrary contained in the Easement, Grantee shall not perform any work in the Easement Area unless such work is pursuant to a landscaping plan that has been reviewed and approved in writing by Grantor, which approval Grantor shall not unreasonably withhold or delay. Grantee shall coordinate all work performed in the Easement Area with Grantor. Grantee shall cause all work performed in the Easement Area to be performed in a good and workmanlike manner, in accordance with all applicable laws and with a minimum of inconvenience to Grantor, its occupants, tenants, servants, invitees, licensees, customers,

guests and employees. Grantee shall secure any and all required governmental permits and approvals necessary for, and shall comply with all applicable laws related to, the installation of such landscaping. Grantee shall, at its sole cost and expense, promptly repair any damage or disturbance to the Easement Area caused by the exercise of the rights granted under this Easement. Grantee shall bear all costs and expenses incurred by Grantee in exercising its rights under this Easement.

3. Following the installation of the landscaping by Grantee pursuant to this Easement, Grantor shall, at its sole cost and expense, maintain such landscaping in the Easement Area.
4. The Grantor hereby agrees not to construct any improvements or otherwise obstruct the Easement Area without the written consent of Grantee, which consent Grantee shall not unreasonably withhold or delay.
5. Prior to entering the Easement Area or performing any work therein, Grantee shall furnish to Grantor evidence that Grantee has procured, or has caused to be procured, comprehensive general liability insurance from an insurer authorized to do business in the State of New Jersey, insuring Grantee against claims for bodily injury, death or damage to property in single limit amount of not less than Two Million Dollars (\$2,000,000.00) and naming Grantor as an additional insured.
6. All notices, requests, demands and other communications which are required or may be given under this Easement must be in writing and sent to the intended recipient at the address set forth above or at such other address within the United States as the intended recipient previously designated by written notice to the other party. Notices will be deemed to have been duly given (i) when received, if personally delivered, (ii) the day after being sent, if sent for next day delivery to an address within the United States by nationally recognized overnight delivery service (e.g., UPS, Federal Express), and (iii) the third day after being sent, if sent by certified or registered mail, return receipt requested.
7. In the event of a condemnation of all or any portion of the Easement Area, Grantor will have the right to receive the entire award or purchase price paid for such taking. Grantee hereby releases and waives any right to receive or claim any portion of such award or purchase price paid on account of any such taking.

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

The Grantor may convey, mortgage, lease or otherwise transfer title or interest in the Property subject to this Easement provided, however, that the covenants and conditions herein

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

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

Grantee hereby agrees to indemnify, defend, and hold Grantor harmless from and against any loss, damage, lien, encumbrances, suit, claim, or expense (including, without limitation, reasonable attorney's fees) caused by or arising from any damage or injury to property or persons arising from or in connection with any of the rights herein granted; provided however, that notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify, defend and/or hold Grantor harmless with respect to any claim proximately related to the intentional misconduct of the Grantor or its agents, representatives or employees.

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

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively. The terms and conditions herein shall be deemed to run with the land and be binding upon successive owners of the Property; it being intended that a full transfer of title or ownership to the Property shall encompass and include a full transfer of rights and responsibilities herein. In all references herein to any party, the use of any particular gender or the plural or singular number

is intended to include the appropriate gender or number as the text of the within instrument may require.

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

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

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

ATTEST:

**GRANTOR:  
BOROUGH OF WATCHUNG**

\_\_\_\_\_  
Name: Edith Gil  
Title: Township Clerk

By: \_\_\_\_\_  
Name: Keith Balla  
Title: Mayor

Dated: \_\_\_\_\_, 2022

ATTEST:

**GRANTEE:  
MAHA AT WATCHUNG, LLC**

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_, 2022

STATE OF NEW JERSEY            }  
   }  
 COUNTY OF HUNTERDON         }        ss.:

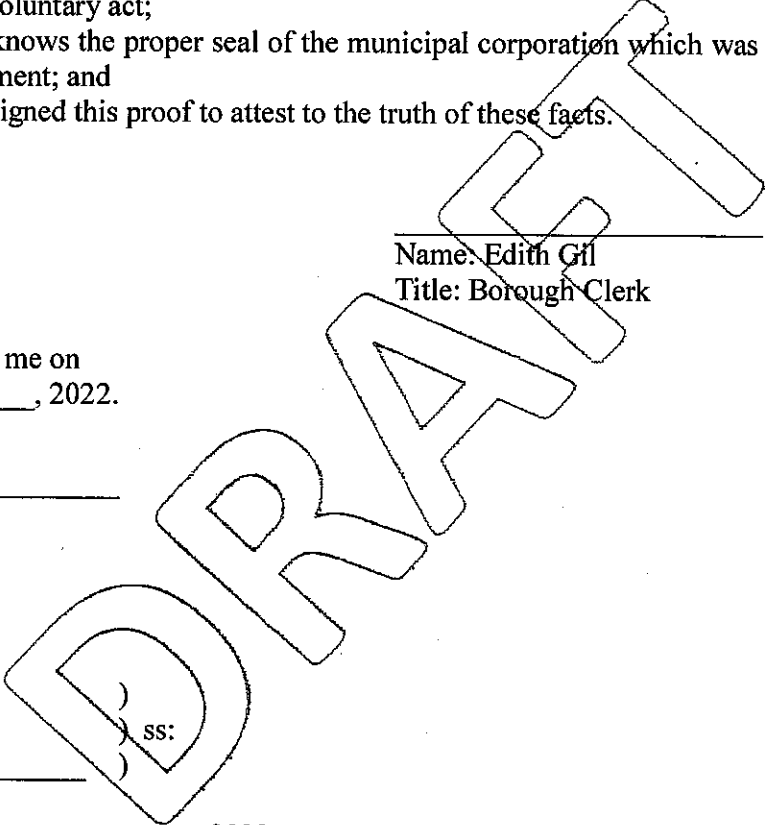
I CERTIFY that on \_\_\_\_\_, 2022, Edith Gil personally came before me and this person acknowledged under oath, to my satisfaction, that:

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

\_\_\_\_\_  
 Name: Edith Gil  
 Title: Borough Clerk

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

\_\_\_\_\_  
 Name:  
 Title:



STATE OF NEW JERSEY            )  
   )  
 COUNTY OF \_\_\_\_\_         )        ss:

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

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



Name: \_\_\_\_\_  
Title:

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

\_\_\_\_\_  
Name:  
Title:

DRAFT

# **EXHIBIT D**

DRAFT

Record and Return to:  
Edith Gil, Clerk  
Watchung Borough  
15 Mountain Boulevard  
Watchung, New Jersey 07069

Prepared by:

\_\_\_\_\_  
Joseph V. Sordillo, Esq.  
Watchung Borough Attorney

**10 FOOT WIDE MAINTENANCE AND ACCESS EASEMENT**  
(Block 4401, Lot 7)

THIS EASEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between:

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

**MAHA AT WATCHUNG, LLC**, a limited liability corporation of the State of New Jersey, having its principal offices at 20 Stirling Road, Watchung, New Jersey 07069, hereinafter called "Grantee," or "Maha."

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

**WITNESSETH:**

**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 Grantor (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 the Grantor; and

**WHEREAS**, the Borough and Grantor negotiated and entered into a Memorandum of Understanding, dated March 2022, along with a Contract for Transfer of Real Property and Easements, dated \_\_\_\_\_, 2022 (collectively hereinafter the "Agreements"), 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**, in connection with the foregoing, the Borough agrees to grant Maha a ten (10') foot wide maintenance and access easement over and upon a portion of the Borough Property; and

**WHEREAS**, the portion of the Maha Property subject to this Easement is more particularly described by metes and bounds description entitled " \_\_\_\_\_," delineating an area of \_\_\_\_ ± acres ( \_\_\_\_ ± square feet), dated \_\_\_\_\_, which description is attached hereto as **Schedule A** and made a part hereof; and as further shown on the map entitled " \_\_\_\_\_," dated \_\_\_\_\_ (the "Map"), which Map is attached hereto as **Schedule B** and made a part hereof; which legal description and Map were prepared by \_\_\_\_\_, of \_\_\_\_\_ (hereinafter the portion of the property subject to the easement is referred to as the "Easement Area").

**NOW, THEREFORE**, Grantor in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, including the Borough's transfer of a portion of the Borough Property to Maha to be effectuated by separate instrument, receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and dedicate unto Grantee, its successors and assigns, forever, a perpetual ten (10') foot wide maintenance and access easement over the Easement Area on the Borough Property for access to and maintenance of the garage/shed structure being transferred from the Borough to Maha pursuant to the Agreements. Within the Easement Area, the following terms, rights, restrictions and conditions shall apply:

1. The Maintenance and Access Easement conveyed herein shall consist of the right of the Grantee to access the garage/shed structure located on the property having been transferred from the Borough to Maha for maintenance of same.
2. The Easement shall include access for maintenance, including the Grantee's right to inspect, maintain, repair and replace the structure located on said property.
3. Grantee is hereby granted a continuous and perpetual right of free and unobstructed access to, and use and possession of, the Easement Area with all manner of men, machinery, supplies, materials and equipment for the accomplishment of any and all of the foregoing purposes and any other purpose required to accomplish the aforesaid purposes within the Easement Area.

4. Grantee shall be responsible, at its sole cost and expense, to maintain, operate, repair, upkeep and replace the structure through and across the Easement Area.
5. Grantee, its agents, representatives, contractors, or any person or entity designated by it, shall also have the right, but not the duty, of entry and re-entry in and upon the Easement Area for the purpose of maintaining, repairing and replacing the structure on the property.
6. It is expressly acknowledged by Grantee that the Grantor does not and will not in the future have any obligation to maintain, repair or replace the structure or any improvements in and about the Easement Area.
7. The Easement Area shall be used and its access rights exercised by the Grantee, its agents, contractors or representatives, in compliance with all laws, rules, regulations and permits applicable to the Easement Area in any lawful manner that is not inconsistent with the terms of this Easement. Subject to the terms of this Easement, the Grantee shall have all other rights and benefits which are necessary for the full enjoyment and use of the rights herein granted, including, without limitation, the right, but not the obligation, to clear the Easement Area of brush, trees, vegetation, and overhanging limbs which have grown or encroached thereon.
8. Prior to entering the Easement Area or performing any work therein, Grantee shall furnish to Grantor evidence that Grantee has procured, or has caused to be procured, comprehensive general liability insurance from an insurer authorized to do business in the State of New Jersey, insuring Grantee against claims for bodily injury, death or damage to property in single limit amount of not less than Two Million Dollars (\$2,000,000.00) and naming Grantor as an additional insured.
9. All notices, requests, demands and other communications which are required or may be given under this Easement must be in writing and sent to the intended recipient at the address set forth above or at such other address within the United States as the intended recipient previously designated by written notice to the other party. Notices will be deemed to have been duly given (i) when received, if personally delivered, (ii) the day after being sent, if sent for next day delivery to an address within the United States by nationally recognized overnight delivery service (e.g., UPS, Federal Express), and (iii) the third day after being sent, if sent by certified or registered mail, return receipt requested.
10. In the event of a condemnation of all or any portion of the Easement Area, Grantor will have the right to receive the entire award or purchase price paid for such taking. Grantee hereby releases and waives any right to receive or claim any portion of such award or purchase price paid on account of any such taking.

The Grantor covenants that it is lawfully seized of the Property and Easement Area and that it has the right to restrict the same. The Parties hereto each warrant and represent to each other, knowing and intending that the respective Parties are relying thereon in executing this Easement,

that they each have the power and authority to enter into this Easement, to grant and receive the Easement contemplated herein, and to perform their respective obligations hereunder.

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

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

Grantee hereby agrees to indemnify, defend, and hold Grantor harmless from and against any loss, damage, lien, encumbrances, suit, claim, or expense (including, without limitation, reasonable attorneys fees) caused by or arising from any damage or injury to property or persons arising from or in connection with any of the rights herein granted; provided however, that notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify, defend and/or hold Grantor harmless with respect to any claim proximately related to the intentional misconduct of the Grantor or its agents, representatives or employees.

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

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

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

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

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

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

ATTEST:

GRANTOR:  
BOROUGH OF WATCHUNG

Name: Edith Gil  
Title: Township Clerk

By: \_\_\_\_\_  
Name: Keith Balla  
Title: Mayor

Dated: \_\_\_\_\_, 2022

ATTEST:

GRANTEE:  
MAHA AT WATCHUNG, LLC

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_, 2022

STATE OF NEW JERSEY      }  
   }  
 COUNTY OF HUNTERDON    }

ss.:

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

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

\_\_\_\_\_  
 Name: Edith Gil  
 Title: Borough Clerk

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

\_\_\_\_\_  
 Name:  
 Title:

STATE OF NEW JERSEY      )  
   )  
 COUNTY OF \_\_\_\_\_    )

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

- a) this person is the \_\_\_\_\_ (*title of attesting witness*) of **MAHA AT WATCHUNG, LLC**, the entity named in this document;
- b) this person is the attesting witness to the signing of this document by the proper officer who is \_\_\_\_\_ (*name*), the \_\_\_\_\_ (*title*) of the entity;



- c) this document was signed and delivered by the entity as its voluntary act duly authorized by a proper resolution;
- d) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
Name:  
Title:

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

\_\_\_\_\_  
Name:  
Title:

DRAFT

# EXHIBIT E

DRAFT

Record and Return to:  
Edith Gil, Clerk  
Watchung Borough  
15 Mountain Boulevard  
Watchung, New Jersey 07069

Prepared by:

\_\_\_\_\_  
Joseph V. Sordillo, Esq.  
Watchung Borough Attorney

## RECIPROCAL OVERFLOW PARKING EASEMENT

(Block 4401, Lots 6, 7 & 8.02)

THIS EASEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between:

**MAHA AT WATCHUNG, LLC**, a limited liability corporation of the State of New Jersey, having its principal offices at 20 Stirling Road, Watchung, New Jersey 07069, hereinafter called "Maha," and

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

The Maha and Watchung may be hereinafter referred to collectively or individually as "Party" or "Parties."

### WITNESSETH:

**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 (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, along with a Contract for Transfer of Real Property and Easements, dated \_\_\_\_\_, 2022 (collectively hereinafter the "Agreements"), providing for the Maha'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**, in connection with the foregoing, the Parties agree to grant unto each other a reciprocal overflow parking easements over and upon the parking lots located on the Borough Property and the Maha Property; and

**WHEREAS**, the portion of the Borough Property subject to this Easement is more particularly described by metes and bounds description entitled " \_\_\_\_\_," delineating an area of \_\_\_\_\_ ± acres ( \_\_\_\_\_ ± square feet), dated \_\_\_\_\_, which description is attached hereto as **Schedule A** and made a part hereof; and as further shown on the map entitled " \_\_\_\_\_," dated \_\_\_\_\_ (the "Map"), which Map is attached hereto as **Schedule B** and made a part hereof; which legal description and Map were prepared by \_\_\_\_\_, of \_\_\_\_\_ (hereinafter the portion of the property subject to the easement is referred to as the "Borough Easement Area");

**WHEREAS**, the portion of the Maha Property subject to this Easement is more particularly described by metes and bounds description entitled " \_\_\_\_\_," delineating an area of \_\_\_\_\_ ± acres ( \_\_\_\_\_ ± square feet), dated \_\_\_\_\_, which description is attached hereto as **Schedule C** and made a part hereof; and as further shown on the map entitled " \_\_\_\_\_," dated \_\_\_\_\_ (the "Map"), which Map is attached hereto as **Schedule D** and made a part hereof; which legal description and Map were prepared by \_\_\_\_\_, of \_\_\_\_\_ (hereinafter the portion of the property subject to the easement is referred to as the "Maha Easement Area");

**NOW, THEREFORE**, Maha and the Borough, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid, including the Maha's grant of a sidewalk easement to the Borough and the Borough's transfer of a portion of the Borough Property to Maha, both to be effectuated by separate instrument, receipt of which is hereby acknowledged, has granted, conveyed and confirmed, and by these presents does grant, convey and confirm unto the Borough and Maha (as the other property owners and Parties to this Easement), and unto their successors and assigns a continuous and perpetual, nonexclusive

reciprocal overflow parking easement through, over, upon, under, in, across and along the Borough Easement Area and Maha Easement Area.

Within the Borough Easement Area and Maha Easement Area the following terms and conditions shall apply:

1. The Reciprocal Overflow Parking Easement conveyed herein shall consist of the right of vehicular access to parking vehicles subject to all applicable laws and ordinances. The Parties irrevocably consent and agree that such right of access and vehicular parking herein granted applies to any of the Parties' grantees, tenants, occupants, subtenants, concessionaires, guest or their assignees, including members of the public, who may, on a nonexclusive basis, use all of driveways, aisleways and parking areas now existing or which may thereafter be created over and upon the Borough Easement Area and Maha Easement Area. Each Party shall keep their respective Easement Areas free from any obstacle, fence, gate, or any other obstruction, or barrier (including the parking of vehicles of trucks) which would impede or interfere with the flow of vehicular or pedestrian traffic for the purposes granted herein.
2. The Parties acknowledge and agree that each Party shall be responsible for the repair and maintenance of their respective Easement Areas, which shall include, but not be limited to, snow and ice removal, grading, repair and replacement of gravel and any pavement material or other surface, and general maintenance of paved and unpaved portions of the driveway, including any curbing, and the clearing of brush, trees, vegetation, and overhanging limbs which have grown or encroached thereon.
3. No obstruction shall be permitted that would interfere with, obstruct or disturb the use of and access to the Easement Areas by the Parties, members of the public or visitors. The Parties shall not deposit, or allow to be deposited, any trash, waste or any other materials within the Borough Easement Area and Maha Easement Area, and shall not use such Easement Areas for the storage of materials whatsoever. Nothing in this Section shall be construed to prohibit temporary closures for maintenance and repairs, or the associated temporary placement of appropriate detour signs and directions and construction and repair materials. No Party shall place or install any stanchions, fences, lights, ornaments, or fixtures on or about the Easement Areas without the prior express written consent of the other Parties.
4. Upon completion of any maintenance work by the Parties, such Party shall remove, or shall cause to be removed, all materials, tools, equipment, building supplies and debris from the respective Easement Area.
5. The Borough Easement Area and Maha Easement Area shall be used, and its access rights exercised, by the Parties, their grantees, tenants, occupants, subtenants, concessionaires, guests or their assignees, in compliance with all laws, rules, regulations and permits applicable to the Easement Areas.

6. The Parties shall add the other Parties as an additional insured on its insurance policy, and shall annually provide the other Parties with a Certificate of Insurance naming all Parties as an additional insured.
7. The Parties hereby acknowledge and agree that the easements granted herein shall not bind or otherwise restrict the owner of the Borough Property and Maha Property from developing the subject properties, including the redesign and/or reconfiguration of the parking areas subject to the Easement Areas. It is fully understood that the easements granted herein are subject to the whatever parking areas exist on the Properties.
8. All notices, requests, demands and other communications which are required or may be given under this Easement must be in writing and sent to the intended recipient at the address set forth above or at such other address within the United States as the intended recipient previously designated by written notice to the other party. Notices will be deemed to have been duly given (i) when received, if personally delivered, (ii) the day after being sent, if sent for next day delivery to an address within the United States by nationally recognized overnight delivery service (e.g., UPS, Federal Express), and (iii) the third day after being sent, if sent by certified or registered mail, return receipt requested.
9. In the event of a condemnation of all or any portion of the Easement Area, the Party owning the subject property will have the right to receive the entire award or purchase price paid for such taking. The other non-owner Party hereby releases and waives any right to receive or claim any portion of such award or purchase price paid on account of any such taking.

It is understood and agreed by each Party that this Easement confers upon the other Parties no rights of title to its respective Easement Area. Nothing herein shall be construed to limit the Parties right of access to and use of its respective Easement Area except as herein provided.

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

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

The Parties agree that the mere lack of use or interruption of use of the Easement Area by the other Party for an indefinite period of time shall not constitute or be construed as an

abandonment or other extinguishment of the Easement, except as may be subsequently agreed in a separate Easement extinguishment agreement which may be entered into between the Parties, or their successors and assigns.

The Parties hereby agrees to indemnify, defend, and hold each other harmless from and against any loss, damage, lien, encumbrances, suit, claim, or expense (including, without limitation, reasonable attorneys fees) caused by or arising from any damage or injury to property or persons arising from or in connection with any of the rights herein granted; provided however, that notwithstanding anything to the contrary herein.

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

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively. The terms and conditions herein shall be deemed to run with the land and be binding upon successive owners of the Property; it being intended that a full transfer of title or ownership to the Property shall encompass and include a full transfer of rights and responsibilities herein. In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

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

The provisions of the Agreement may not be amended, modified, or terminated without the express written consent of the parties hereto, and no such amendment, modification or

termination shall be effective for any purpose unless set forth in writing and signed by the parties hereto, which written instrument must then be recorded.

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

ATTEST: **MAHA AT WATCHUNG, LLC**

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_, 2022

ATTEST: **BOROUGH OF WATCHUNG**

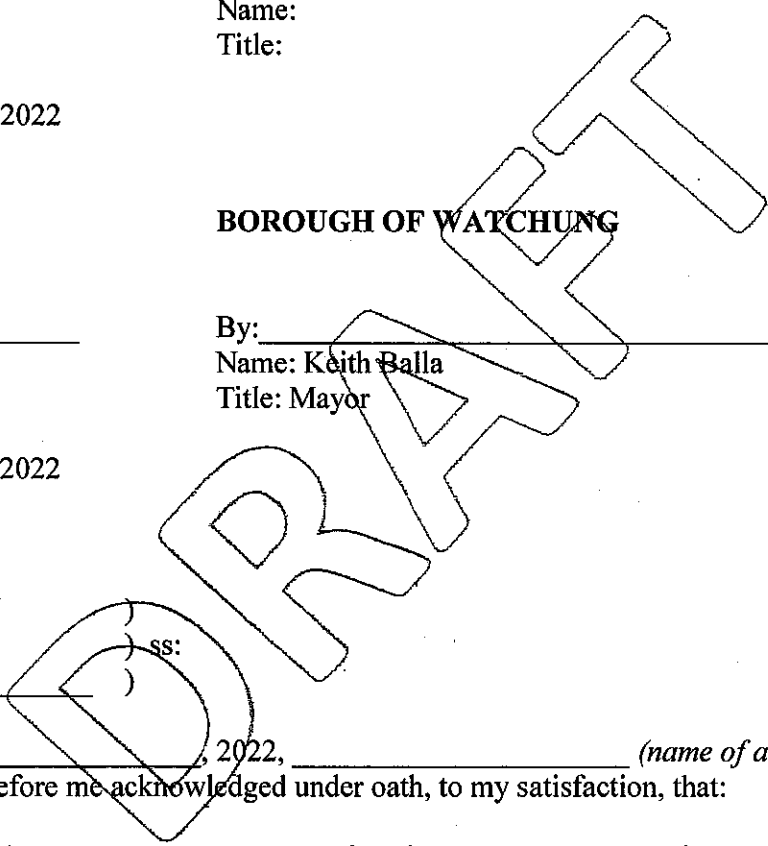
\_\_\_\_\_  
Name: Edith Gil  
Title: Township Clerk

By: \_\_\_\_\_  
Name: Keith Balla  
Title: Mayor

Dated: \_\_\_\_\_, 2022

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_



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

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

\_\_\_\_\_  
Name:  
Title:



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

\_\_\_\_\_  
Name:  
Title:

STATE OF NEW JERSEY        }  
  }  
  }        ss.:  
COUNTY OF HUNTERDON    }

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

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

\_\_\_\_\_  
Name: Edith Gil  
Title: Borough Clerk

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

\_\_\_\_\_  
Name:  
Title:

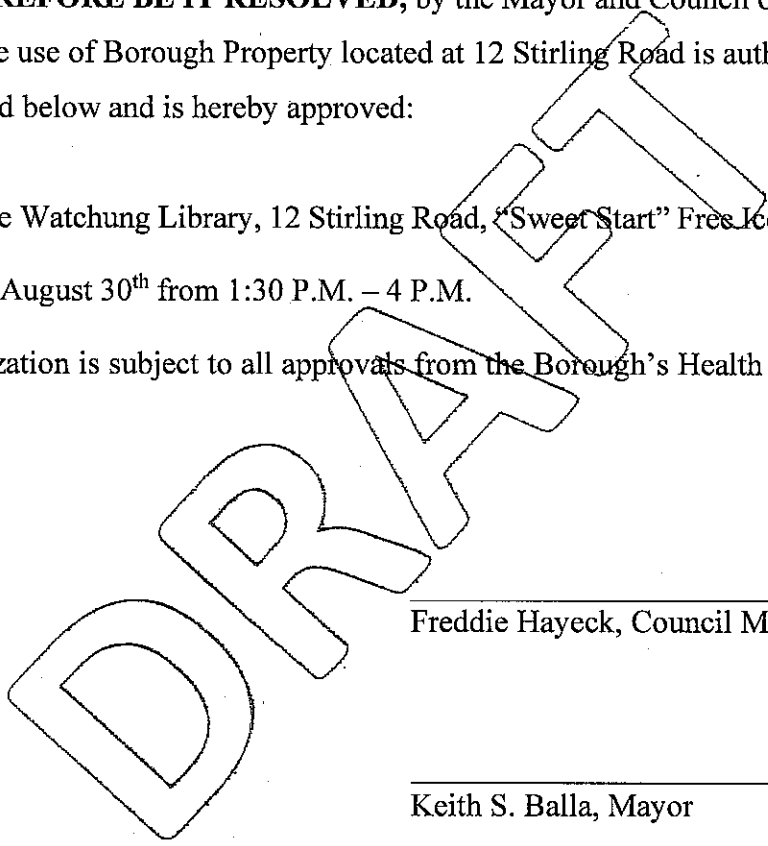
**BOROUGH OF WATCHUNG  
RESOLUTION: R17**

**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 12 Stirling Road is authorized for the intended use as noted below and is hereby approved:

1. Friends of the Watchung Library, 12 Stirling Road, "Sweet Start" Free Ice Cream event on Tuesday, August 30<sup>th</sup> from 1:30 P.M. – 4 P.M.
2. This authorization is subject to all approvals from the Borough's Health Officer, if applicable.

  
\_\_\_\_\_  
Freddie Hayeck, Council Member

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022  
INDEX: RECREATION, PD  
C: LM

**BOROUGH OF WATCHUNG  
RECREATION COMMISSION**

**FIELD AND FACILITY PERMIT APPLICATION**

NAME: Friends of the Watchung Library  
ADDRESS: 2 Stirling Road  
PHONE: (H) [REDACTED] (W) [REDACTED] (C) [REDACTED]  
EMAIL: MAE/Is of NTC Adam SPORT/EVENT icecream@library  
Name of Organization, Team, Club Etc. Friends of Watchung Library  
Profit Non-Profit

**FIELD USE**

**FEE**

*Pavilion Rental;	
Resident	\$50.00 per event
Non-Resident / Commercial	\$100.00 per event
Port-A-John Rental	\$150.00 (includes delivery)
*Mobus / Phillips Fields:	
Sport Programs	\$15.00 per person/week or program
Events (Non-Profit) – Resident	\$50.00 per event
Non-Resident	\$150.00 per event
*Gazebo:	
Resident	\$50.00 per event
Non-Resident	\$100.00 per event
*Seniors Room:	
Residents/Non-Profit	No Charge
Profit Organizations	\$25.00 per hour / \$100.00 minimum

All Watchung Based Non-Profit Sports Programs, Government or School Based Events and Non-Profit Fund Raising Events **Free of Charge**

All fees include removal of bagged garbage and access to electricity, if needed.

FIELD / FACILITY REQUESTED outside Watchung Library  
DATES 8-30-2022  
TIMES 1 til 4 PM

**The following items must be received prior to an approval of a field permit;**

- 1) Signed Facility/Field Use Policies and Lease Agreement
- 2) Signed Hold-Harmless Agreement
- 3) Signed AED and Lightning Detection Form (On Phillip's Field)
- 4) Insurance certificate (See Checklist for requirements below)
- 5) Corporate or LLC Acknowledgment (When applicable)
- 6) A copy of the Rutgers certification card(s) for coaches and assistant coaches
- 7) A check payable to the Borough of Watchung when applicable.

The Recreation Commission is requesting that all applications are received at least 5 days prior to an event or program for processing. Thank you in advance for your cooperation during this process. Please contact the recreation department if you need more information or have any questions. Linda Monetti, Recreation Coordinator (908)756-0080 Ext. 210 [lmonetti@watchungnj.gov](mailto:lmonetti@watchungnj.gov)

Please fax to (908)757-7027 or mail to the following address: Borough of Watchung  
Recreation Department  
15 Mountain Blvd.  
Watchung, NJ 07069

**CHECKLIST FOR CERTIFICATE OF INSURANCE**

- The "Insured" must read the same on **ALL** forms.
- The Insurance Company must be listed under "Insurer Affording Coverage"
- Type of insurance must be "Commercial or Business Liability"
- The policy number and effective and expiration dates must be listed
- The event or program must fall within the effective and expiration dates
- The minimum limit of liability is \$1,000,000 listed next to "Each Occurrence"
- Under "Description of Operations" The Borough of Watchung should be listed as additionally insured with respect to the event or program and the date(s)  
The event or program and dates must also be listed.
- The "Certificate Holder" should show "The Borough of Watchung,  
15 Mountain Blvd., Watchung, NJ 07069

## Watchung Recreation Commission Facility/Field Use Policies and Lease Agreement

### General Information

To rent a facility or field, community organizations are required to complete a rental application and pay the appropriate fee (if applicable). No "Sub-leasing" of any kind from one sports group to another is permitted. All dates, times and fields must be approved.

The Recreation Commission reserves the right to consider all rental requests and allocate rental time based on the number of requests and overall time requested. The Recreation Commission reserves the right to disapprove permits if it is determined that fields are deteriorating because of overuse.

Community members must be 21 years of age to sign a Field Use agreement or rent a field or facility. All applicants are required to provide one adult chaperone for each group of 10 youth in attendance under the age of 21 for all planned activities.

The Recreation Commission reserves the right to require the renter to provide police security for special programs.

All fees are to be paid in full two weeks prior to an approval unless other arrangements have been made with the Recreation Coordinator.

The Recreation Commission reserves the right to cancel practices/games due to weather conditions and/or field conditions. Failure to abide by this policy can result in cancellation of your rental agreement.

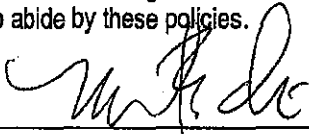
### Renter Responsibilities

All applicants requesting use of Watchung fields or facilities must observe the following guidelines and requirements:

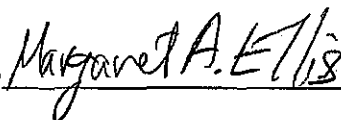
1. The renter must leave the area, facility or equipment in a clean and orderly condition. All trash must be properly disposed.
2. Prohibited Items: Beer, wine, alcoholic beverages, firearms, tobacco and illegal drugs.
3. Liability: The Watchung Recreation Commission and the Borough of Watchung assume no liability for the renter's use of the equipment, field or facility. The applicant shall hold the Borough harmless from any claim or liability arising out of any activity or conduct of the renter while using the equipment, field or facility in question. Applicants are required to supply general liability insurance that covers the Borough with limits of \$1,000,000.00 combined single limit with an aggregate of \$2,000,000.00. A certificate of insurance, must be filed with the Borough at least five days prior to the use of the Boroughs field or facility.
4. Governmental Boards and Agencies: facilities are available at no charge to official government boards and agencies for events in the public interest when not otherwise in conflict with this policy.
5. Damages: Any and all damages to the facilities, equipment, and other Borough property, while being used by the renter, will be the responsibility of the renter and payable in full to the Borough of Watchung. Payment will include the costs of all labor, materials, and supplies to repair or replace the damage to facilities. The Recreation Commission reserves the right to decline renting to patrons who have incurred damages to Borough property in previous rentals.
6. Policy of Non-Discrimination: The Borough of Watchung facilities are available on a non-discriminatory basis. Appropriate activities need to accommodate individuals regardless of age, sex, race, color, religion, national origin, physical or mental disabilities, or marital status. The Borough of Watchung does not discriminate on the basis of disability in admission, access, treatment or employment in its programs or activities.
7. ADA Statement: Although specific programs for persons with disabilities are limited, the Watchung Recreation Commission is committed to providing equal access to programs and facilities for these individuals. Reasonable accommodation and support can be requested to provide access to desired programs and activities. Requests should be made at least 10 days in advance. In addition, where a need is demonstrated and resources are available every reasonable effort will be made to establish specific programs for persons with disabilities.

The individual signing this lease agreement is responsible for ensuring that all policies included in this agreement are followed. The representative should notify us immediately if there are any maintenance or safety issues or damage to the fields that need to be addressed. Please sign below to confirm that you have received a copy of the Facility/Field Use Policy and Lease Agreement and agree to abide by these policies.

Name



Signature



Date



**HOLD-HARMLESS AGREEMENT**

1. "I / WE" "ME / MY / OUR" shall mean one of the following:

AN INDIVIDUAL: Name: \_\_\_\_\_ OR  
ORGANIZATION: Name: Friends of the Watchung Library OR  
CORPORATION or LLC: Name: \_\_\_\_\_

2. "YOU/YOUR/YOURSELF" shall mean the municipal corporation known as the Borough of Watchung and the Borough of Watchung Recreation Commission, its public officials, members, agents, servants, employees, or contractors.

3. GENERAL INFORMATION: **Per Field and Facility Permit Application Attached**

4. I sign this Hold-Harmless as MY voluntary act and by this act agree to hold YOU harmless and indemnify YOU from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity I will be holding (as described above) on the date(s) listed above.

5. I state that the activity listed above will not include the consumption of alcoholic beverages, but should any person described in Paragraph 4 consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of paragraph 6 below.

6. I state that the activity listed above will include the consumption of alcoholic beverages and that because of such consumption I have the following additional duties to perform for You related to the use of the site listed above:

(a) that I am solely responsible for the dispensing and consuming of alcohol, including the prudent and responsible dispensing and consuming of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 4 above; (b) to acknowledge by the signing of this Hold-Harmless that You have no authority, control, or participation in the dispensing or consuming of alcohol on the site and date listed above and that I will take no step(s), action(s), or measure(s) to convey the idea that You in any way have promoted, assisted, or participated in the dispensing and consuming of alcoholic beverages on the site and date listed above; (c) that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on Your property; (d) to comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

7. I also shall provide You with a Certificate of Insurance and that I shall provide same as soon as practicable and not less than five (5) business days before the date of the planned activity. Said Insurance shall be written with a company maintaining a rating of at least "A-" according to A.M. Bests. Said policy shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence (\$3,000,000 per occurrence if liquor is being served or consumed). It is understood You will be listed as an additional insured on that policy and Certificate of Insurance. If I, as an individual, am holding a private, personal event, I shall provide YOU with a copy of My Homeowners or Condo or Renters or Personal Excess Liability policy declarations page with personal liability coverage of not less than one million dollars (\$1,000,000) each occurrence.

8. (Applicable to Corporation Only) I also agree that I am obligated to reimburse YOU for all reasonable attorney's fees incurred by YOU to enforce the terms of this Hold-Harmless or to defend YOURSELF against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by ME or at MY sole cost and expense pursuant to this Hold-harmless.

9. **LEGAL SIGNATURES:**

Signature on behalf of "I/WE/ME/MY/OUR":

Individual [Signature] Date 8/16/2022  
on behalf of Friends of the Watchung Library  
Organization or Corporation or LLC

and

Signature & Title of Person on behalf of the **Borough of Watchung and Watchung Recreation Commission**

Date \_\_\_\_\_

**CORPORATE, LIMITED LIABILITY COMPANY (LLC) OR  
ORGANIZATION ACKNOWLEDGMENT**

The following is to be completed for a Corporation or LLC (Limited Liability Company), so there is verification that the person signing the Hold-Harmless Agreement is authorized to do so on behalf of the Corporation or LLC.

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_

I, a NOTARY, CERTIFY that on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the \_\_\_\_\_ of \_\_\_\_\_, the corporation, LLC or Organization named in the attached;
- b) this person is the attesting witness to the signing of this document by the proper corporate officer or member who is \_\_\_\_\_ the \_\_\_\_\_ of the corporation or LLC;
- c) this document was signed and delivered by the corporation, LLC or Organization as its voluntary act duly authorized and;
- d) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
Signature

Signed and sworn to before me

on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary

**LIGHTNING PREDICTION SYSTEM**  
**(THORGUARDIAN)**

The Borough of Watchung has an automatic lightning prediction and warning system in continuous use referred to as the Thorguardian. This unit is located at the top of the Snack Shack at Phillip's field. The sensor monitors energy as far as 15 miles and evaluates the potential for lightning within an area of approximately two miles in radius. When the unit senses a hazardous condition, the system automatically provides both audible and visual alerts. When a dangerous condition exists a warning blast will occur and the amber light will flash.

**THE FIELDS MUST BE CLEARED IMMEDIATELY WHEN THE SOUND ALARMS**

The light will continue to flash until the dangerous condition no longer exists.

Please review the following safety points with your organization leasers and participant:

1. Do Not seek shelter under a tree
2. Do Not seek shelter on the snack shack deck
3. Do Not seek shelter in a dugout by a metal fence

The Thorguardian prediction system is only a supplementary source of guidance. Should thunderstorm conditions develop, and the system is not activated, use good judgment and seek shelter.

Sign *M. J. [Signature]* Print Margaret A. Ellic Date 8-16-2022

Organization FOWL

I have read and understand the above information; I will explain the function of lightning prediction system and review the safety points with all of the coaches, supervisors, parents and participants involved in my program, event or activity.

**AUTOMATED EXTERNAL DEFIBRILLATOR (AED)**

The Borough of Watchung has an Automated External Defibrillator (AED) on site at Phillips Field.

The unit, referred to as an AED, is located on the south side of the snack shack at Phillips Field Sports Complex.

The Borough of Watchung and the Watchung Recreation Commission recommends that the use of the AED be administered by a certified individual.

Each youth sports organization will ensure that the AED status indicator is Green prior to field use. In the event that the status indicator is RED, call TEAM LIFE, INC @ (732)946-4243 or (888)466-8686 (Phone numbers are listed on the AED unit)

Sign *M. J. [Signature]* Print Margaret A. Ellic Date 8-16-2022

I have read and understand the above information. I will explain the function of the AED system and review the Safety points with all of the coaches, supervisors, parents and participants involved in my program, event or activity.



**2020 ACKNOWLEDGMENT AND WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS FOR THE USE OF BOROUGH OF WATCHUNG FIELDS, PARKS AND FACILITIES (APPLICANT)**

**I. Background and Purpose**

The Borough of Watchung and the Borough of Watchung Recreation Commission (hereinafter jointly and separately referred to as the "Borough of Watchung") offer(s) Facility, Park and Field Use to the public for a variety of indoor and outdoor physical, social and educational programs and activities, including but not limited to competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps (collectively referred to hereinafter as the "FACILITY AND FIELD USE"). The Borough of Watchung fields, facilities, parks and property and other public and semi-public places may be accessible to large numbers of people on a daily basis.

Due to the ongoing COVID-19 pandemic, and until further notice, any Organization, Company, and or individual(s) seeking to rent a Borough of Watchung facility or field for an event, program, or planned activity ("PROGRAM") shall require any adult, age 18 or older wishing to enroll themselves, their child(ren) or any other dependent(s) family members into or participate in the PROGRAM, or seeking to otherwise voluntarily participate or attend the PROGRAM as a coach, counselor, instructor, referee, official, or volunteer, to complete, sign an Acknowledgement and Waiver of Liability. It shall be the sole responsibility of the Applicant for the use of the Borough Field, Park and/or Facility to obtain and maintain a copy of the Acknowledgement and Waiver of Liability for a period of at least two (2) years from the date of the scheduled event.

Permission to access any Borough of Watchung facilities/property and equipment is expressly conditional on the Organization, Company and/or Individual(s) seeking to use or rent a Borough Field or Facility obtaining from all of its participants and attendees a properly completed and signed Acknowledgement and Waiver of Liability in a timely manner. The Organization, Company and/or Individual shall not permit an individual's participation or attendance in the PROGRAM without an executed Acknowledgement and Waiver of Liability.

Access to any Borough of Watchung facility, field, park, property and/or equipment may be denied or revoked at any time for the failure of the Organization, Company and/or individual to have obtained a properly completed, signed Acknowledgement and Waiver of Liability from all of its participants and/or attendees.

**II. Acknowledgment and Waiver and Indemnification and Hold Harmless**

I/WE, shall mean the following:

An INDIVIDUAL: Name: \_\_\_\_\_

ORGANIZATION: Name: Friends of the Watchung Library

CORPORATION or LLC: Name: \_\_\_\_\_

I/WE have requested the use of a Borough of Watchung Field, Facility and/or Park for a PROGRAM and in consideration of the use of the Borough Field, Facility, and/or Park, I/WE, the undersigned agree to assume all risks of the Program and agree to indemnify and hold the Borough of Watchung and its officers, agents, and employees harmless from any and all liability, claims, costs, and attorney's fees arising out of the use of the Borough Property.

I/WE acknowledge that the Pandemic Illnesses: (1) are highly contagious and may cause serious permanent bodily injury, including death, of healthy persons of all ages; (2) are subject to changing recommendations on limiting risk of exposure and spread; (3) remain prevalent throughout New Jersey; (4) are highly likely to spread to persons in direct contact with or in close proximity to (within about 6 feet) an infected person; (5) believed by the CDC/NJDOH to spread by droplets produced into the air when an infected person coughs, sneezes, talks or otherwise moves air out through their nose and mouth, and from touching surfaces on which droplets containing the virus exist.

I/WE further acknowledge that operation and implementation of the PROGRAM may pose an inherent and heightened risk of exposure, infection and bodily injury from the Pandemic Illnesses regardless of preventative measures taken by the Borough of Watchung.

By signing this ACKNOWLEDGEMENT, WAIVER, INDEMNIFICATION AND HOLD HARMLESS, I/WE on behalf of ourselves, the PROGRAM PARTICIPANT(S) and other members of their household, voluntarily agree to assume all of the foregoing risks, and do accept sole and complete responsibility for any and all injuries, damage(s) and other losses to the PROGRAM PARTICIPANT(S), and other members of their household for attending or participating in the PROGRAM, including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorneys' fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in any PROGRAM.

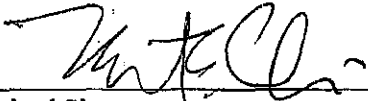
I/WE, on behalf of myself/ourselves, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, WAIVE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE BOROUGH OF WATCHUNG, THE BOROUGH OF WATCHUNG RECREATION COMMISSION, AND EACH OF THE BOROUGH OF WATCHUNG'S OFFICIALS, OFFICERS, EMPLOYEES AGENTS, VOLUNTEERS AND REPRESENTATIVES FOR AND FROM ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, LIABILITIES, ACTIONS, COSTS AND EXPENSES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATING TO THE ACCIDENTAL AND/OR NEGLIGENT EXPOSURE TO THESE PANDEMIC ILLNESSES FROM ATTENDING OR PARTICIPATING IN THE PROGRAM(S).

I/WE UNDERSTAND AND AGREE THAT THIS WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION INCLUDES ANY AND ALL CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE BOROUGH OF WATCHUNG, THE BOROUGH OF WATCHUNG DEPARTMENT OF RECREATION AND THE BOROUGH OF WATCHUNG'S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND REPRESENTATIVES, REGARDLESS OF WHETHER INFECTION FROM THESE PANDEMIC ILLNESSES OCCUR BEFORE DURING OR AFTER PARTICIPATION AND/OR ATTENDANCE IN ANY PROGRAM(S) AT A BOROUGH OF WATCHUNG FIELD, PARK, AND/OR FACILITY.

This ACKNOWLEDGEMENT, WAIVER, INDEMNIFICATION AND HOLD HARMLESS does not supersede, circumvent, or cancel Borough of Watchung Recreation Department's Rules and Regulations relating to the use and/or rental of the Borough Field, Park or Facility.

If any part of this ACKNOWLEDGEMENT, WAIVER, INDEMNIFICATION AND HOLD HARMLESS is found by a court of competent jurisdiction to be invalid, the remainder of this WAIVER release from liability shall nevertheless remain in full force and effect and the offending provision or provisions severed here from.

The undersigned, has read and accepts the terms and conditions of this and is fully authorized to execute the within document on behalf of Organization, Corporation or Company, and acknowledges and agrees that it shall, to the fullest extent allowed by law, be effective.

  
\_\_\_\_\_  
Authorized Signature 8/16/2022  
\_\_\_\_\_  
Date

*Friends of the Watchung Library*  
\_\_\_\_\_  
Print Name of Organization, Corporation and Title of Signatory 8/16/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_ Initial to confirm that the Individual, Organization, Corporation and/or Company has or will obtain an Acknowledgement and Waiver of Liability form for all PROGRAM PARTICIPANTS and will maintain a copy of such for a period of at least two (2) years from the date of the scheduled event.

DRAFT

Since our event is scheduled for the last day before school starts, August 30th, we need it to be added to the agenda for this week's Council mtg. Sorry for the inconvenience. We really weren't sure who we had to go to for permission - the library or the Boro. Or both.

Thank you!

Peggy (Margaret A) Ellis  
[REDACTED]



# Sweet Start

August 30 1:30 PM - 3:45 PM

**Step 1: Meet your teacher at Bayberry School**  
**Step 2: Stop by the Watchung Library to get your Library Card\***  
**Step 3: ENJOY FREE ICE CREAM**  
**Step 4: Paint a rock for the library rock garden**

Sponsored by:



**Friends of the Watchung Library**  
Fostering Growth. Creating Community

**Library Card**

\*Please bring one of the following as ID:

- Parent or guardian's library card
- School report card
- School ID
- Piece of Mail addressed to the minor

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**BOROUGH OF WATCHUNG  
RESOLUTION: R16**

**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 18, 2022.

2. The general nature of the subject matter to be discussed is as follows:

Contract Negotiations

3. Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.

4. The Borough Council may take official action on those items discussed in executive session upon completion of the executive session.

\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: AUGUST 18, 2022

INDEX: MISC.

C: