



BOROUGH OF WATCHUNG

15 MOUNTAIN BOULEVARD
WATCHUNG, NEW JERSEY 07069

MAYOR & COUNCIL MEETING AGENDA

THURSDAY, SEPTEMBER 19, 2024

REVISED

7:30 P.M.

MAYOR

Ronald Jubin, Ph.D.

COUNCIL

Christine B. Ead, President

Curt S. Dahl

Paul Fischer

Paolo Marano

Sonia Abi-Habib

Robert Gibbs

James J. Damato
Business Administrator

Edith G. Gil
Borough Clerk

Joseph Sordillo, Esq.
Borough Attorney

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

VIEWING INSTRUCTIONS: To listen to the meeting via phone, dial 1 (646) 558-8656. It will prompt you for a meeting ID. Type **99501390087#**. You do not need a participating ID, just press # | To view the meeting using a smart phone or computer, download the free **ZOOM** app. Type in the **meeting ID 99501390087** or click on <https://zoom.us/j/99501390087>. **Agenda items can also be**

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

SEPTEMBER 19, 2024 - 7:30 P.M.

MAYOR’S STATEMENT: This meeting is being held in compliance with the Open Public Meetings Act. Under the provisions of N.J.S.A.10:4-6 et seq., notice of the time and place of this meeting was given by way of the Annual Meeting Notice to the Courier News, Echoes Sentinel, the Star Ledger, posted at Borough Hall and on the Borough’s website.

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

ROLL CALL

PROCLAMATION

- ❖ Suicide Prevention Month

SPECIAL PRESENTATION

- ❖ Mayor’s Achievement Award presented to Peter Politi, Alex Koufomilhalis, and Jasper Agugliaro, Watchung Hills 8U Gray Travel Baseball Team

SPECIAL RESOLUTION

R1: Appointing John Calleo as Patrol Officer

ADMINISTRATION OF OATH OF OFFICE

PUBLIC PORTION / AGENDA ITEMS ONLY

A public portion is held prior to Council action for comments of agenda items only. Individuals commenting are limited to 3 minutes per person, and will not be permitted to speak again until everyone has had an opportunity to speak. If a group is represented by an attorney, the attorney will be given 5 minutes to make the presentation for the group.

UNFINISHED BUSINESS

ORDINANCES ON PUBLIC HEARING & FINAL ADOPTION

OR #24/12: AMENDING THE BOROUGH’S CODE, CHAPTER 21, STORMWATER CONTROL, TO COMPLY WITH NJDEP GENERAL STORMWATER REGULATIONS

OR #12/15: ORDINANCE AUTHORIZING THE AMENDED SANITARY SEWER EASEMENT WITH LEVIN PROPERTIES AT THE BLUE STAR SHOPPING CENTER

NEW BUSINESS

REPORTS & CORRESPONDENCE:

Acknowledging Receipt of the following Borough Reports:

Animal Control Solutions

August 2024

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

SEPTEMBER 19, 2024 - 7:30 P.M.

Board of Adjustment Minutes	August 8, 2024
Construction Monthly Report	August 2024
Engineer's Report	August 2024
Environmental Commission Minutes	June 24, 2024
Green Team Minutes	July 24, 2024
Mayor and Council Minutes	September 5, 2024
Police Activity Report	August 2024

#20: Notice of Berkeley Heights Public Hearing to consider Oz Custom Builders, LLC zoning app on 9/26/24, recv'd 9/16/24, cc: M&C, JD, CF

CONSENT ITEMS

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

R2: Authorizing Purchases Over Allowed Threshold – Cooper Technology Group (FD cameras)
NJ Fire Equipment (fire houses, breathers, and uniforms)

R3: Authorizing Bill List

R4: Authorizing Grant Acceptance for FY2024 Safe & Secure Communities Program

NON-CONSENT ITEMS

R5: Authorizing Grant Application for 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program

R6: Authorizing Grant Services to Bruno Associates, Inc.

R8: Authorizing Participation in the NJDEP Fish and Wildlife Trout Stocking Program

INTRODUCTION OF ORDINANCE

OR #24/16: AN ORDINANCE OF THE BOROUGH OF WATCHUNG, AMENDING CHAPTER 14, PROPERTY MAINTENANCE, BY ESTABLISHING REGULATIONS AND PROCEDURES PERTAINING TO LEAD-BASED PAINT TESTING IN COMPLIANCE WITH STATE LAW

PUBLIC PORTION - GENERAL DISCUSSION

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

EXECUTIVE SESSION

R7: Authorizing Executive Session to discuss personnel matters and attorney-client privilege contract negotiations

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

SEPTEMBER 19, 2024 - 7:30 P.M.

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 Monday, October 7, 2024 at 7:30 P.M.

**BOROUGH OF WATCHUNG
RESOLUTION: R1**

WHEREAS, the Borough of Watchung (“Watchung” or “Borough”) has determined, after consultation with the Chief of Police, that there is a need to hire additional patrol officers for the Borough’s Police Department (“PD”); and

WHEREAS, the Borough has conducted interviews and reviews of interested applicants for the position of Patrol Officer; and

WHEREAS, as authorized by Borough Code, Section 3-2.5, the Police Committee Chair has submitted to the Mayor, his recommendation for the appointment of **John Calleo** to the position of Patrol Officer for the Police Department; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that:

1. The Mayor and Council hereby authorize a conditional offer of employment to **John Calleo** as a Patrol Officer with the Borough Police Department effective October 1, 2024.
2. The appointment to a full-time patrol officer is contingent and conditioned upon the successful completion and approval of a background check, along with physical and psychological evaluations.
3. **John Calleo** shall be compensated in accordance with the terms and conditions set forth in the Collective Bargaining Agreement between the Borough and PBA Local 193.

Paolo Marano, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 19, 2024
INDEX: POLICE, PERSONNEL
C: FINANCE, POLICE DEPT.,

**BOROUGH OF WATCHUNG
ORDINANCE: 24/12**

**AMENDING THE BOROUGH'S CODE, CHAPTER 21, STORMWATER
CONTROL, TO COMPLY WITH NJDEP GENERAL STORMWATER
REGULATIONS**

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

Section 1. Sections 21-1 through 21-11.2 of Chapter 21 entitled "Stormwater Control" of The Code of the Borough of Watchung are hereby deleted in their entirety and replaced with new stormwater control regulations in compliance with the updated NJDEP requirements to read as follows: *[Note to codifier: Sections 21-12 through 21-12.6 of Chapter 21 are to remain.]*

Chapter 21. Stormwater Control

§21-1. Scope and Purpose.

A. Policy Statement

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose

The purpose of this Chapter is to establish minimum stormwater management requirements and controls for "major development," as defined below in Section 21-2.

C. Applicability

1. This Chapter shall be applicable to the following major developments:
 - a. Non-residential major developments; and

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- b. Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
2. This Chapter shall also be applicable to all major developments undertaken by the Borough of Watchung.
3. An application required pursuant to C.1 above that has been submitted prior to the adoption of this Chapter, shall be subject to the stormwater management requirements in effect prior to the adoption of the amendments to this Chapter in 2024.
4. An application required pursuant to C.1 above that has been submitted on or after March 2, 2021, but prior to the adoption of this Chapter, shall be subject to the stormwater management requirements in effect prior to the adoption of this the amendments to this Chapter in 2024.
5. Notwithstanding any rule to the contrary, a major development for any public roadway or railroad project conducted by a public transportation entity that has determined a preferred alternative or reached an equivalent milestone before July 17, 2023, shall be subject to the stormwater management requirements in effect prior to July 17, 2023.

D. Compatibility with Other Permit and Ordinance Requirements

Development approvals issued pursuant to this Chapter are to be considered an integral part of development approvals and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this Chapter shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

This Chapter is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this Chapter imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

§21-2. Definitions.

For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

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“CAFRA Centers, Cores or Nodes” means those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

“CAFRA Planning Map” means the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

“Community basin” means an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this chapter.

“Compaction” means the increase in soil bulk density.

“Contributory drainage area” means the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

“Core” means a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

“County review agency” means an agency designated by the County Commissioners to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

1. A county planning agency or
2. A county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

“Department” means the Department of Environmental Protection.

“Designated Center” means a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

“Design engineer” means a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge-enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.*

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In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act , N.J.S.A 4:1C-1 et seq.

“Disturbance” means the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Milling and repaving is not considered disturbance for the purposes of this definition.

“Drainage area” means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

“Environmentally constrained area” means the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

“Environmentally critical area” means an area or feature which is of significant environmental value, including but not limited to: stream corridors, natural heritage priority sites, habitats of endangered or threatened species, large areas of contiguous open space or upland forest, steep slopes, and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department’s Landscape Project as approved by the Department’s Endangered and Nongame Species Program.

“Empowerment Neighborhoods” means neighborhoods designated by the Urban Coordinating Council “in consultation and conjunction with” the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

“Erosion” means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

“Green infrastructure” means a stormwater management measure that manages stormwater close to its source by:

1. Treating stormwater runoff through infiltration into subsoil;
2. Treating stormwater runoff through filtration by vegetation or soil; or
3. Storing stormwater runoff for reuse.

"HUC 14" or "hydrologic unit code 14" means an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

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“Impervious surface” means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

“Infiltration” is the process by which water seeps into the soil from precipitation.

“Lead planning agency” means one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

“Major development” means an individual “development,” as well as multiple developments that individually or collectively result in:

1. The disturbance of one or more acres of land since February 2, 2004;
2. The creation of one-quarter acre or more of “regulated impervious surface” since February 2, 2004;
3. The creation of one-quarter acre or more of “regulated motor vehicle surface” since March 2, 2021; or
4. A combination of 2 and 3 above that totals an area of one-quarter acre or more. The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of paragraphs 1, 2, 3, or 4 above. Projects undertaken by any government agency that otherwise meet the definition of “major development” but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered “major development.”

“Motor vehicle” means land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

“Motor vehicle surface” means any pervious or impervious surface that is intended to be used by “motor vehicles” and/or aircraft, and is directly exposed to precipitation including, but not limited to, driveways, parking areas, parking garages, roads, race-tracks, and runways.

“Municipality” means any city, borough, town, township, or village.

“New Jersey Stormwater Best Management Practices (BMP) Manual” or “BMP Manual” means the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this chapter. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included

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practices reflecting the best available current information regarding the particular practice and the Department's determination as to the ability of that best management practice to contribute to compliance with the standards contained in this chapter. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this chapter, provided the design engineer demonstrates to the municipality, in accordance with Section 21-4.F. of this Chapter and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will contribute to achievement of the design and performance standards established by this chapter.

"Node" means an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

"Nutrient" means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

"Person" means any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

"Pollutant" means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011 *et seq.*)), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. "Pollutant" includes both hazardous and nonhazardous pollutants.

"Public roadway or railroad" means a pathway for use by motor vehicles or trains that is intended for public use and is constructed by, or on behalf of, a public transportation entity. A public roadway or railroad does not include a roadway or railroad constructed as part of a private development, regardless of whether the roadway or railroad is ultimately to be dedicated to and/or maintained by a governmental entity.

"Public transportation entity" means a Federal, State, county, or municipal government, an independent State authority, or a statutorily authorized public-private partnership program pursuant to P.L. 2018, c. 90 (N.J.S.A. 40A:11-52 *et seq.*), that performs a public roadway or railroad project that includes new construction, expansion, reconstruction, or improvement of a public roadway or railroad.

"Recharge" means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

"Regulated impervious surface" means any of the following, alone or in combination:

1. A net increase of impervious surface;

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2. The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a “new stormwater conveyance system” is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);
3. The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or
4. The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

“Regulated motor vehicle surface” means any of the following, alone or in combination:

1. The total area of motor vehicle surface that is currently receiving water;
2. A net increase in motor vehicle surface; and/or quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

“Sediment” means solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

“Site” means the lot or lots upon which a major development is to occur or has occurred.

“Soil” means all unconsolidated mineral and organic material of any origin.

“State Development and Redevelopment Plan Metropolitan Planning Area (PA1)” means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State’s future redevelopment and revitalization efforts.

“State Plan Policy Map” is defined as the geographic application of the State Development and Redevelopment Plan’s goals and statewide policies, and the official map of these goals and policies.

“Stormwater” means water resulting from precipitation (including rain and snow) that runs off the land’s surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.

“Stormwater management BMP” means an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management BMP may either be normally dry (that is, a detention basin or infiltration system), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

“Stormwater management measure” means any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

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“Stormwater runoff” means water flow on the surface of the ground or in storm sewers, resulting from precipitation.

“Stormwater management planning agency” means a public body authorized by legislation to prepare stormwater management plans.

“Stormwater management planning area” means the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

“Tidal Flood Hazard Area” means a flood hazard area in which the flood elevation resulting from the two-, 10-, or 100-year storm, as applicable, is governed by tidal flooding from the Atlantic Ocean. Flooding in a tidal flood hazard area may be contributed to, or influenced by, stormwater runoff from inland areas, but the depth of flooding generated by the tidal rise and fall of the Atlantic Ocean is greater than flooding from any fluvial sources. In some situations, depending upon the extent of the storm surge from a particular storm event, a flood hazard area may be tidal in the 100-year storm, but fluvial in more frequent storm events.

“Urban Coordinating Council Empowerment Neighborhood” means a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

“Urban Enterprise Zones” means a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60 et. seq.

“Urban Redevelopment Area” is defined as previously developed portions of areas:

1. Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
2. Designated as CAFRA Centers, Cores or Nodes;
3. Designated as Urban Enterprise Zones; and
4. Designated as Urban Coordinating Council Empowerment Neighborhoods.

“Water control structure” means a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

“Waters of the State” means the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

“Wetlands” or “wetland” means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does

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support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

§21-3. Design and Performance Standards for Stormwater Management Measures.

- A. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:
 - 1. The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.
 - 2. The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.
- B. The standards in this Chapter apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

§21-4. Stormwater Management Requirements for Major Development.

- A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with Section 21-10.
- B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlenbergi* (bog turtle).
- C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section IV.P, Q and R:
 - 1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
 - 2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and

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3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.
- D. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section 21-4.O, P, Q and R may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:
1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
 2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of Section 21-4.O, P, Q and R to the maximum extent practicable;
 3. The applicant demonstrates that, in order to meet the requirements of Section 21-4.O, P, Q and R, existing structures currently in use, such as homes and buildings, would need to be condemned; and
 4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under Section 21-4.D.3 above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of Section 21-4.O, P, Q and R that were not achievable onsite.
- E. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in Section 21-4.O, P, Q and R. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at: <https://dep.nj.gov/stormwater/bmp-manual/>.
- F. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this Chapter the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

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**Table 1
Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff Quality,
and/or Stormwater Runoff Quantity**

Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Cistern	0	Yes	No	--
Dry Well ^(a)	0	No	Yes	2
Grass Swale	50 or less	No	No	2 ^(e) 1 ^(f)
Green Roof	0	Yes	No	--
Manufactured Treatment Device ^(a) (g)	50 or 80	No	No	Dependent upon the device
Pervious Paving System ^(a)	80	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Bioretention Basin ^(a)	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Infiltration Basin ^(a)	80	Yes	Yes	2
Small-Scale Sand Filter	80	Yes	Yes	2
Vegetative Filter Strip	60-80	No	No	--

(Notes corresponding to annotations ^(a) through ^(g) are found on Page D-14)

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**Table 2
Green Infrastructure BMPs for Stormwater Runoff Quantity
(or for Groundwater Recharge and/or Stormwater Runoff Quality
with a Waiver or Variance from N.J.A.C. 7:8-5.3)**

Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Bioretention System	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Infiltration Basin	80	Yes	Yes	2
Sand Filter ^(b)	80	Yes	Yes	2
Standard Constructed Wetland	90	Yes	No	N/A
Wet Pond ^(d)	50-90	Yes	No	N/A

(Notes corresponding to annotations ^(b) through ^(d) are found on Page D-14)

**Table 3
BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity
only with a Waiver or Variance from N.J.A.C. 7:8-5.3**

Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Blue Roof	0	Yes	No	N/A
Extended Detention Basin	40-60	Yes	No	1
Manufactured Treatment Device ^(h)	50 or 80	No	No	Dependent upon the device
Sand Filter ^(c)	80	Yes	No	1
Subsurface Gravel Wetland	90	No	No	1
Wet Pond	50-90	Yes	No	N/A

(Notes corresponding to annotations ^(b) through ^(d) are found on Page D-14)

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Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at Section IV.O.2;
 - (b) designed to infiltrate into the subsoil;
 - (c) designed with underdrains;
 - (d) designed to maintain at least a 10-foot-wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
 - (e) designed with a slope of less than two percent;
 - (f) designed with a slope of equal to or greater than two percent;
 - (g) manufactured treatment devices that meet the definition of green infrastructure at Section 21-2;
 - (h) manufactured treatment devices that do not meet the definition of green infrastructure at Section 21-2.
- G. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with Section 21-4.B. Alternative stormwater management measures may be used to satisfy the requirements at Section 21-4.O only if the measures meet the definition of green infrastructure at Section 21-2. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section O.2 are subject to the contributory drainage area limitation specified at Section O.2 for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section 21-4.O.2 shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section 21-4.D is granted from Section 21-4.O.
- H. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high-water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.

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- I. Design standards for stormwater management measures are as follows:
1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high-water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
 2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of Section 21-8.C;
 3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;
 4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at Section 21-8; and
 5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.
- J. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at Section II may be used only under the circumstances described at Section 21-4.O.4.
- K. Any application for a new agricultural development that meets the definition of major development at Section II shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at Sections 21-4.O, P, Q and R and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.

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- L. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 21-4.P, Q and R shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.
- M. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Office of the Somerset County Clerk or other the registrar of deeds and mortgages of the County in which the development, project, project site, or mitigation area containing the stormwater management measure is located, as appropriate, to the municipality. A form of deed notice shall be submitted to the Borough for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 21-4.O, P, Q and R and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to Section 21-10.B.5. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.
- N. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to Section 21-4 of this Chapter and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Office of the Somerset County Clerk or other the registrar of deeds and mortgages of the County in which the development, project, project site, or mitigation area containing the stormwater management measure is located, as appropriate and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with Subsection 21-4.M above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with Subsection 21-4.M above.
- O. Green Infrastructure Standards

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1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
2. To satisfy the groundwater recharge and stormwater runoff quality standards at Section 21-4.P and Q, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at Section 21-4.F. and/or an alternative stormwater management measure approved in accordance with Section 21-4.G. The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

Best Management Practice	Maximum Contributory Drainage Area
Dry Well	1 acre
Manufactured Treatment	2.5 acres
Pervious Pavement Systems	Area of additional inflow cannot exceed three times the area occupied by the BMP
Small-scale Bioretention	2.5 acres
Small-scale Infiltration Basin	2.5 acres
Small-scale Sand Filter	2.5 acres

3. To satisfy the stormwater runoff quantity standards at Section 21-4.R, the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with Section 21-4.G.
4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section 21-4.D is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with Section 21-4.G may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 21-4.P, Q and R.
5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and

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stormwater runoff quantity standards at Section 21-4.P, Q and R, unless the project is granted a waiver from strict compliance in accordance with Section 21-4.D.

P. Groundwater Recharge Standards

1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Section 21-5, either:
 - i. Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
 - ii. Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the projected 2-year storm, as defined and determined pursuant to Section 21-5.D of this Chapter, is infiltrated.
3. This groundwater recharge requirement does not apply to projects within the “urban redevelopment area,” or to projects subject to Subsection 21-4.P.4 below.
4. The following types of stormwater shall not be recharged:
 - i. Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than “reportable quantities” as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan approved pursuant to the Administrative Requirements for the Remediation of Contaminated Sites rules, N.J.A.C. 7:26C, or Department landfill closure plan and areas; and **areas** with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and
 - ii. Industrial stormwater exposed to “source material.” “Source material” means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and

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detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

Q. Stormwater Runoff Quality Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.
2. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:
 - i. Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.
 - ii. If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.
3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with Section 21-4.Q.2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.
4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

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Table 4 - Water Quality Design Storm Distribution

Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)
1	0.00166	41	0.1728	81	1.0906
2	0.00332	42	0.1796	82	1.0972
3	0.00498	43	0.1864	83	1.1038
4	0.00664	44	0.1932	84	1.1104
5	0.00830	45	0.2000	85	1.1170
6	0.00996	46	0.2117	86	1.1236
7	0.01162	47	0.2233	87	1.1302
8	0.01328	48	0.2350	88	1.1368
9	0.01494	49	0.2466	89	1.1434
10	0.01660	50	0.2583	90	1.1500
11	0.01828	51	0.2783	91	1.1550
12	0.01996	52	0.2983	92	1.1600
13	0.02164	53	0.3183	93	1.1650
14	0.02332	54	0.3383	94	1.1700
15	0.02500	55	0.3583	95	1.1750
16	0.03000	56	0.4116	96	1.1800
17	0.03500	57	0.4650	97	1.1850
18	0.04000	58	0.5183	98	1.1900
19	0.04500	59	0.5717	99	1.1950
20	0.05000	60	0.6250	100	1.2000
21	0.05500	61	0.6783	101	1.2050
22	0.06000	62	0.7317	102	1.2100
23	0.06500	63	0.7850	103	1.2150
24	0.07000	64	0.8384	104	1.2200
25	0.07500	65	0.8917	105	1.2250
26	0.08000	66	0.9117	106	1.2267
27	0.08500	67	0.9317	107	1.2284
28	0.09000	68	0.9517	108	1.2300
29	0.09500	69	0.9717	109	1.2317
30	0.10000	70	0.9917	110	1.2334
31	0.10660	71	1.0034	111	1.2351
32	0.11320	72	1.0150	112	1.2367
33	0.11980	73	1.0267	113	1.2384
34	0.12640	74	1.0383	114	1.2400
35	0.13300	75	1.0500	115	1.2417
36	0.13960	76	1.0568	116	1.2434
37	0.14620	77	1.0636	117	1.2450
38	0.15280	78	1.0704	118	1.2467
39	0.15940	79	1.0772	119	1.2483
40	0.16600	80	1.0840	120	1.2500

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5. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (A \times B) / 100,$$

Where

R = total TSS Percent Load Removal from application of both BMPs, and

A = the TSS Percent Removal Rate applicable to the first BMP

B = the TSS Percent Removal Rate applicable to the second BMP.

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in Section 21-4.P, Q and R.
7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
10. The stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.

R. Stormwater Runoff Quantity Standards

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1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Section V, complete one of the following:
 - i. Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the current and projected 2-, 10-, and 100-year storm events, as defined and determined in Section 21-5.C and D, respectively, of this Chapter, do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
 - ii. Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the current and projected 2-, 10-, and 100-year storm events, as defined and determined pursuant to Section 21-5.C and D, respectively, of this Chapter, and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
 - iii. Design stormwater management measures so that the post-construction peak runoff rates for the current and projected 2-, 10-, and 100-year storm events, as defined and determined in Section 21-5.C and D, respectively, of this Chapter, are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or
 - iv. In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with 2.i, ii and iii above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.
3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

§21-5. Calculation of Stormwater Runoff and Groundwater Recharge.

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A. Stormwater runoff shall be calculated in accordance with the following:

1. The design engineer shall calculate runoff using the following methods:

The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 *Part 630, Hydrology National Engineering Handbook*, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at: <https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=21422>

or at United States Department of Agriculture Natural Resources Conservation Service, New Jersey State Office.

2. For the purpose of calculating curve numbers and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term “curve number” applies to the NRCS methodology above at Section 21-5.A.1. A curve number or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover has existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.

4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS *Technical Release 55 – Urban Hydrology for Small Watersheds* or other methods may be employed.

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5. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

B. Groundwater recharge may be calculated in accordance with the following:

The New Jersey Geological Survey Report GSR-32: A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at: <https://www.nj.gov/dep/njgs/pricelst/gsreport/gsr32.pdf>

or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

C. The precipitation depths of the current two-, 10-, and 100-year storm events shall be determined by multiplying the values determined in accordance with items 1 and 2 below:

1. The applicant shall utilize the National Oceanographic and Atmospheric Administration (NOAA), National Weather Service's Atlas 14 Point Precipitation Frequency Estimates: NJ, in accordance with the location(s) of the drainage area(s) of the site. This data is available at: https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=nj; and
2. The applicant shall utilize Table 5: Current Precipitation Adjustment Factors below, which sets forth the applicable multiplier for the drainage area(s) of the site, in accordance with the county or counties where the drainage area(s) of the site is located. Where the major development lies in more than one county, the precipitation values shall be adjusted according to the percentage of the drainage area in each county. Alternately, separate rainfall totals can be developed for each county using the values in the table below.

Table 5: Current Precipitation Adjustment Factors

County	Current Precipitation Adjustment Factors		
	2-year Design Storm	10-year Design Storm	100-year Design Storm
Atlantic	1.01	1.02	1.03
Bergen	1.01	1.03	1.06
Burlington	0.99	1.01	1.04
Camden	1.03	1.04	1.05
Cape May	1.03	1.03	1.04
Cumberland	1.03	1.03	1.01

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Essex	1.01	1.03	1.06
Gloucester	1.05	1.06	1.06
Hudson	1.03	1.05	1.09
Hunterdon	1.02	1.05	1.13
Mercer	1.01	1.02	1.04
Middlesex	1.00	1.01	1.03
Monmouth	1.00	1.01	1.02
Morris	1.01	1.03	1.06
Ocean	1.00	1.01	1.03
Passaic	1.00	1.02	1.05
Salem	1.02	1.03	1.03
Somerset	1.00	1.03	1.09
Sussex	1.03	1.04	1.07
Union	1.01	1.03	1.06
Warren	1.02	1.07	1.15

D. Table 6: Future Precipitation Change Factors provided below sets forth the change factors to be used in determining the projected two-, 10-, and 100-year storm events for use in this chapter, which are organized alphabetically by county. The precipitation depth of the projected two-, 10-, and 100-year storm events of a site shall be determined by multiplying the precipitation depth of the two-, 10-, and 100-year storm events determined from the National Weather Service’s Atlas 14 Point Precipitation Frequency Estimates pursuant to Subsection 21-5.C.1 above, by the change factor in the table below, in accordance with the county or counties where the drainage area(s) of the site is located. Where the major development and/or its drainage area lies in more than one county, the precipitation values shall be adjusted according to the percentage of the drainage area in each county. Alternately, separate rainfall totals can be developed for each county using the values in the table below.

Table 6: Future Precipitation Change Factors

County	Future Precipitation Change Factors		
	2-year Design Storm	10-year Design Storm	100-year Design Storm
Atlantic	1.22	1.24	1.39
Bergen	1.20	1.23	1.37
Burlington	1.17	1.18	1.32
Camden	1.18	1.22	1.39
Cape May	1.21	1.24	1.32

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Cumberland	1.20	1.21	1.39
Essex	1.19	1.22	1.33
Gloucester	1.19	1.23	1.41
Hudson	1.19	1.19	1.23
Hunterdon	1.19	1.23	1.42
Mercer	1.16	1.17	1.36
Middlesex	1.19	1.21	1.33
Monmouth	1.19	1.19	1.26
Morris	1.23	1.28	1.46
Ocean	1.18	1.19	1.24
Passaic	1.21	1.27	1.50
Salem	1.20	1.23	1.32
Somerset	1.19	1.24	1.48
Sussex	1.24	1.29	1.50
Union	1.20	1.23	1.35
Warren	1.20	1.25	1.37

§21-6. Sources for Technical Guidance.

A. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department’s website at: <https://dep.nj.gov/stormwater/bmp-manual/>.

1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.
2. Additional maintenance guidance is available on the Department’s website at: <https://dep.nj.gov/stormwater/maintenance-guidance/>.

B. Submissions required for review by the Department should be mailed to:

The Division of Watershed Protection and Restoration, New Jersey Department of Environmental Protection, Mail Code 501-02A, PO Box 420, Trenton, New Jersey 08625-0420.

§21-7. Solids and Floatable Materials Control Standards.

A. Site design features identified under Section 21-6.F above, or alternative designs in accordance with Section IV.G above, to prevent discharge of trash and debris from

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drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, “solid and floatable materials” means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see Section 21-7.A.2 below.

1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:
 - i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
 - ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater system floors used to collect stormwater from the surface into a storm drain or surface water body.

- iii. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.
2. The standard in Subsection 21-7.A.1. above does not apply:
 - i. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
 - ii. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
 - iii. Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:

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- a. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
- b. A bar screen having a bar spacing of 0.5 inches.

Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

- iv. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or
- v. Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

§21-8. Safety Standards for Stormwater Management Basins.

- A. This Section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This Section applies to any new stormwater management BMP.
- B. The provisions of this Section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in Sections 21-8.C.1, 21-8.C.2, and 21-8.C.3 for trash racks, overflow grates, and escape provisions at outlet structures.
- C. Requirements for Trash Racks, Overflow Grates and Escape Provisions
 - 1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:
 - i. The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
 - ii. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;

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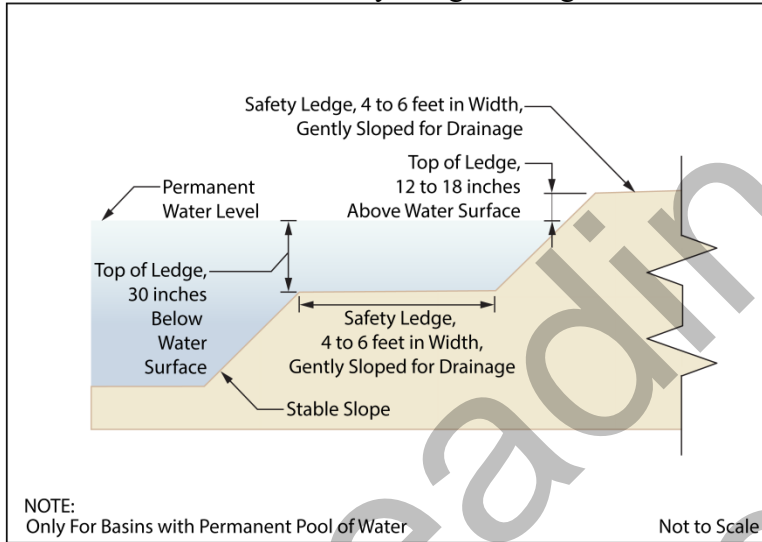
- iii. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
 - iv. The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.
2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
- i. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
 - ii. The overflow grate spacing shall be no greater than two inches across the smallest dimension.
 - iii. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.
3. Stormwater management BMPs shall include escape provisions as follows:
- i. If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to Section 21-8.C, a free-standing outlet structure may be exempted from this requirement;
 - ii. Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See Section 21-8.E for an illustration of safety ledges in a stormwater management BMP; and
 - iii. In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.
- D. Variance or Exemption from Safety Standard

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A variance or exemption from the safety standards for stormwater management BMPs may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.

E. Safety Ledge Illustration

Elevation View –Basin Safety Ledge Configuration



§21-9. Requirements for a Site Development Stormwater Plan.

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this Chapter, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at Section 21-9.C below as part of the submission of the application for approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this Chapter.
3. The applicant shall submit eighteen (18) copies of the materials listed in the checklist for site development stormwater plans in accordance with Section 21-9.C of this Chapter.

B. Site Development Stormwater Plan Approval

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the municipality's review engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this Chapter.

2nd Reading
Public Hearing

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C. Submission of Site Development Stormwater Plan

The following information shall be required:

1. Topographic Base Map

The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

2. Environmental Site Analysis

A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plans

A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan

This plan shall provide a demonstration of how the goals and standards of Sections 21-3 through 21-5 are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map

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The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- i. Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
 - ii. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.
6. Calculations
- i. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in Section 21-4 of this Chapter.
 - ii. When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of Section 21-10.

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this Chapter may, in consultation with the municipality's review engineer, waive submission of any of the requirements in Sections 21-9.C.1 through 21-9.C.6 of this Chapter when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

§21-10. Maintenance and Repair.

A. Applicability

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Projects subject to review as in Section 21-1.C of this Chapter shall comply with the requirements of Section 21-10.B and 21-10.C.

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.
3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
5. If the party responsible for maintenance identified under Section 21-10.B.3 above is not a public agency, the maintenance plan and any future revisions based on Section 21-10.B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
6. Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.

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7. The party responsible for maintenance identified under Section 21-10.B.3 above shall perform all of the following requirements:
 - i. maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
 - ii. evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
 - iii. retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Section 21-10.B.6 and B.7 above.
 8. The requirements of Section 21-10.B.3 and B.4 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.
 9. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the Borough shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the Borough or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.
- C. Nothing in this subsection shall preclude the Borough in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53

§21-11. Penalties.

Any person(s) who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this Chapter shall be subject to the penalties set forth in Chapter 1, §1-5, General Penalty.

BE IT FURTHER ORDAINED by the Council of the Borough of Watchung that should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional

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ORDINANCE: 24/12**

or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to that end the provisions of this Ordinance are hereby declared to be severable; and

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

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

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

BE IT FURTHER ORDAINED by the County of the Borough of Watchung that within five (5) days after its adoption by the Council, this Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of

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receipt of same, pursuant to N.J.S.A. 40A:60-5(d). If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved; and

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

INTRODUCED BY: GIBBS
PASSED: JULY 18, 2024
PUBLISHED: SEPTEMBER 5, 2024
ADOPTED:
CC: GEN.CODE, ENG,
COURTS,

ATTEST: BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

By: _____
Ronald Jubin, Ph.D., Mayor

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/15**

**ORDINANCE AUTHORIZING THE AMENDED SANITARY SEWER
EASEMENT WITH LEVIN PROPERTIES AT THE BLUE STAR
SHOPPING CENTER.**

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

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

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

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

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

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

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

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

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

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/15**

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

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

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

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

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

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

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

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

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

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

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/15**

1. The Borough of Watchung hereby accepts the Amended Sanitary Sewer Easement from Levin on portions of the Property.
2. The Mayor and Borough Clerk are hereby authorized to sign the Amended Sanitary Sewer Easement, in the substantial form attached hereto.
3. The Borough Clerk, Administrator, Attorney and other appropriate Borough officials are hereby authorized and directed to take all required actions to complete the Borough's acceptance of the Amended Sanitary Sewer Easement, along with the recording thereof.

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

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

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

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/15**

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

INTRODUCED BY: EAD
PASSED: SEPTEMBER 5, 2024
PUBLISHED: SEPTEMBER 12, 2024
ADOPTED:
CC: ENG, FINANCE,

ATTEST:

BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

By: _____
Ronald Jubin, Ph.D., Mayor

2nd Reading Hearing
Public Hearing

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

AMENDED SANITARY SEWER EASEMENT

(Block 64.04, Lots 2.03 & 2.04)

THIS EASEMENT is made as of the _____ day of _September, 2024, between:

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

Name:
Title:

By: _____
Name
Title:

Dated: _____, 2024

ATTEST:

**GRANTEE:
BOROUGH OF WATCHUNG**

Name: Edith G. Gil
Title: Borough Clerk

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

Dated: _____, 2024

(e) this person signed this proof to attest to the truth of these facts.

Name: Edith G. Gil
Title: Borough Clerk

Signed and sworn to before me on
this ____ day of _____, 2024.

Name:
Title:

DRAFT

EXHIBIT A

DRAFT

EXHIBIT B

DRAFT

EXHIBIT C

EXHIBIT C

PROPERTIES PROPOSED FOR CONNECTION TO THE BLUE STAR SANITARY SEWER

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

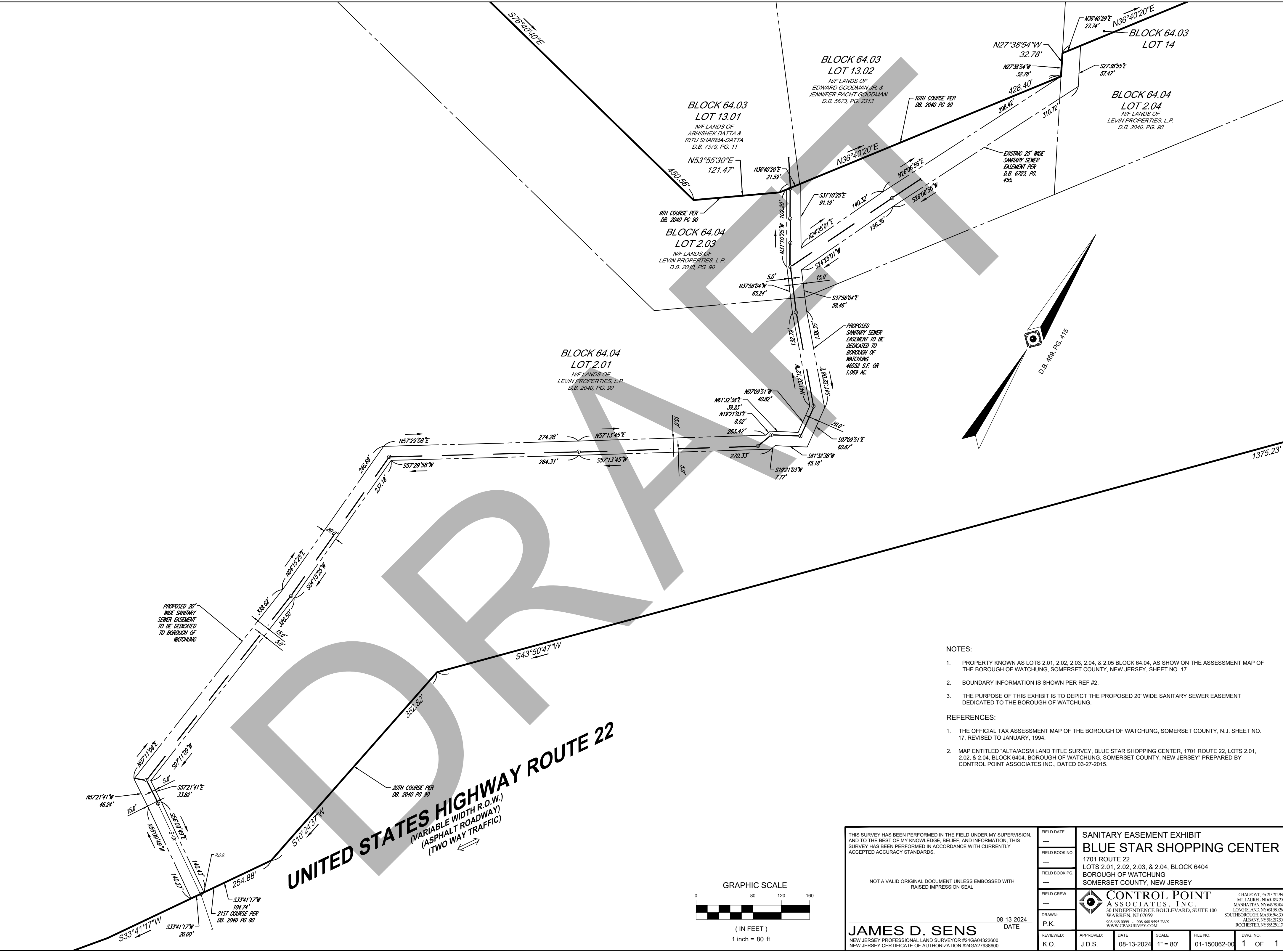
Notes:

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

(b) Connections limited to 40 single family homes

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

CONTROL POINT ASSOCIATES, INC. - ALL RIGHTS RESERVED. NO PART OF THIS SURVEY OR THE INFORMATION CONTAINED HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC. IS PROHIBITED.



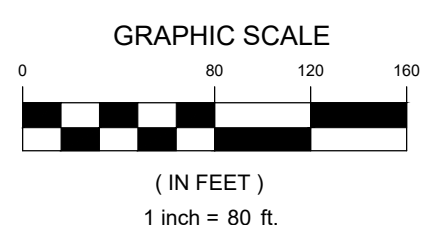
UNITED STATES HIGHWAY ROUTE 22
 (VARIABLE WIDTH R.O.W.)
 (ASPHALT ROADWAY)
 (TWO WAY TRAFFIC)

NOTES:

- PROPERTY KNOWN AS LOTS 2.01, 2.02, 2.03, 2.04, & 2.05 BLOCK 64.04, AS SHOWN ON THE ASSESSMENT MAP OF THE BOROUGH OF WATCHUNG, SOMERSET COUNTY, NEW JERSEY, SHEET NO. 17.
- BOUNDARY INFORMATION IS SHOWN PER REF #2.
- THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE PROPOSED 20' WIDE SANITARY SEWER EASEMENT DEDICATED TO THE BOROUGH OF WATCHUNG.

REFERENCES:

- THE OFFICIAL TAX ASSESSMENT MAP OF THE BOROUGH OF WATCHUNG, SOMERSET COUNTY, N.J. SHEET NO. 17, REVISED TO JANUARY, 1994.
- MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY, BLUE STAR SHOPPING CENTER, 1701 ROUTE 22, LOTS 2.01, 2.02, & 2.04, BLOCK 6404, BOROUGH OF WATCHUNG, SOMERSET COUNTY, NEW JERSEY" PREPARED BY CONTROL POINT ASSOCIATES, INC., DATED 03-27-2015.



THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION SEAL.

JAMES D. SENS
 NEW JERSEY PROFESSIONAL LAND SURVEYOR #24GA04322800
 NEW JERSEY CERTIFICATE OF AUTHORIZATION #24GA27938600

08-13-2024
 DATE

FIELD DATE	---		
FIELD BOOK NO.	---		
FIELD BOOK PG.	---		
FIELD CREW	---		
DRAWN:	P.K.		
REVIEWED:	K.O.	APPROVED:	J.D.S.
DATE:	08-13-2024	SCALE:	1" = 80'
FILE NO.:	01-150062-00	DWG. NO.:	1 OF 1

SANITARY EASEMENT EXHIBIT
BLUE STAR SHOPPING CENTER
 1701 ROUTE 22
 LOTS 2.01, 2.02, 2.03, & 2.04, BLOCK 6404
 BOROUGH OF WATCHUNG
 SOMERSET COUNTY, NEW JERSEY

CONTROL POINT ASSOCIATES, INC.
 30 INDEPENDENCE BOULEVARD, SUITE 100
 WARREN, NJ 07059
 908.668.0090 • 908.668.9595 FAX
 WWW.CPASURVEY.COM

CHALFONT, PA 215712800
 MT. LAUREL, NJ 609872399
 MANHATTAN, NY 646780411
 LONG ISLAND, NY 631303665
 SOUTHBOROUGH, MA 508983000
 ALBANY, NY 5182175010
 ROCHESTER, NY 585261074



AUGUST 13, 2024
01-150062-00

METES AND BOUNDS DESCRIPTION
PROPOSED SANITARY SEWER EASEMENT
ACROSS BLOCK 64.04, LOTS 2.01, 2.03 AND 2.04
BOROUGH OF WATCHUNG, UNION COUNTY
STATE OF NEW JERSEY

BEGINNING AT A POINT IN THE TWENTY-FIRST COURSE OF THE FIRST TRACT IN A DEED FORM JANICE H. LEVIN, CATHERINE M. LEVIN, ADAM LEVIN AND THE ESTATE OF SUSAN TEPPER TO LEVIN PROPERTIES, L.P. RECORDED IN THE UNION COUNTY CLERK'S OFFICE IN DEED BOOK 2040 PAGE 90, SAID TWENTY-FIRST COURSE BEING THE WESTERLY LINE OF UNITED STATES HIGHWAY ROUTE 22 (VARIABLE WIDTH, PUBLIC RIGHT OF WAY), SAID POINT BEING SOUTH 33 DEGREES 41 MINUTES 17 SECONDS WEST, A DISTANCE OF 104.74 FEET FROM THE TERMINUS OF THE TWENTIETH COURSE IN SAID DEED, AND RUNNING THENCE;

1. ALONG THE TWENTY-FIRST COURSE IN SAID DEED BEING THE WESTERLY LINE OF UNITED STATES HIGHWAY ROUTE 22, SOUTH 33 DEGREES 41 MINUTES 17 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT IN THE SAME, THENCE;

ACROSS LOT 2.01, BY A LINE BEING 15.00 FEET SOUTHERLY AND WESTERLY OF THE EXISTING SANITARY SEWER LINE THE FOLLOWING SIX (6) COURSES:

2. NORTH 56 DEGREES 09 MINUTES 49 SECONDS WEST, A DISTANCE OF 140.27 FEET TO A POINT, THENCE;

3. NORTH 57 DEGREES 21 MINUTES 41 SECONDS WEST, A DISTANCE OF 46.24 FEET TO A POINT, THENCE;

4. NORTH 07 DEGREES 11 MINUTES 09 SECONDS EAST, A DISTANCE OF 338.62 FEET TO A POINT, THENCE;

5. NORTH 04 DEGREES 15 MINUTES 25 SECONDS EAST, A DISTANCE OF 246.69 FEET TO A POINT, THENCE;

6. NORTH 57 DEGREES 29 MINUTES 58 SECONDS EAST, A DISTANCE OF 274.28 FEET TO A POINT, THENCE;

7. NORTH 57 DEGREES 13 MINUTES 45 SECONDS EAST, A DISTANCE OF 263.62 FEET TO A POINT, THENCE;

ACROSS LOTS 2.01 AND 2.03, BLOCK 64.04 BY A LINE 5.00 FEET SOUTHWESTERLY OF THE EXISTING SANITARY SEWER LINE THE FOLLOWING SIX (6) COURSES:

8. NORTH 19 DEGREES 21 MINUTES 03 SECONDS EAST, A DISTANCE OF 8.62 FEET TO A POINT, THENCE;

9. NORTH 61 DEGREES 32 MINUTES 38 SECONDS EAST, A DISTANCE OF 39.23 FEET TO A POINT, THENCE;

10. NORTH 07 DEGREES 09 MINUTES 51 SECONDS WEST, A DISTANCE OF 40.82 FEET TO A POINT, THENCE



11. NORTH 41 DEGREES 32 MINUTES 12 SECONDS WEST, A DISTANCE OF 132.79 FEET TO A POINT, THENCE;
12. NORTH 37 DEGREES 56 MINUTES 04 SECONDS WEST, A DISTANCE OF 65.24 FEET TO A POINT, THENCE;
13. NORTH 31 DEGREES 10 MINUTES 25 SECONDS WEST, A DISTANCE OF 109.20 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF LOT 13.01, BLOCK 64.03 FEET TO A POINT, THENCE
14. ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13.01 AND ALONG THE SOUTHEASTERLY LINE OF LOT 13.02, BLOCK 64.03, ALSO BEING THE NINTH COURSE OF SAID DEED BOOK 2040 PAGE 90, NORTH 36 DEGREES 40 MINUTES 20 SECONDS EAST, A DISTANCE OF 21.59 FEET TO A POINT, THENCE
15. ACROSS LOT 2.03 BY A LINE BEING 15.00 FEET FROM THE EXISTING SANITARY SEWER LINE, SOUTH 31 DEGREES 10 MINUTES 25 SECONDS EAST, A DISTANCE OF 91.19 FEET TO A POINT, THENCE;
16. ACROSS LOT 2.03, NORTH 24 DEGREES 25 MINUTES 01 SECONDS EAST, A DISTANCE OF 140.32 FEET TO A POINT, THENCE;
17. CONTINUING ACROSS LOT 2.03, NORTH 26 DEGREES 06 MINUTES 56 SECONDS EAST, A DISTANCE OF 298.42 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID LOT 13.02, THENCE;
18. ALONG THE EASTERLY LINE OF SAID LOT 13.02, BEING THE TENTH COURSE IN SAID DEED BOOK 2040 PAGE 90, NORTH 27 DEGREES 38 MINUTES 54 SECONDS WEST, A DISTANCE OF 32.78 FEET TO A POINT, THENCE
19. ALONG THE SOUTHEASTERLY LINE OF LOT 14, BLOCK 64.03, BEING THE ELEVENTH COURSE IN SAID DEED BOOK 2040 PAGE 90, NORTH 36 DEGREES 40 MINUTES 20 SECONDS EAST, A DISTANCE OF 27.74 FEET TO A POINT, THENCE;

ACROSS LOTS 2.03 AND 2.04, BLOCK 64.04 THE FOLLOWING THREE (3) COURSES:

20. SOUTH 27 DEGREES 38 MINUTES 55 SECONDS EAST, A DISTANCE OF 57.47 FEET TO A POINT, THENCE;
21. SOUTH 26 DEGREES 06 MINUTES 56 SECONDS WEST, A DISTANCE OF 310.72 FEET TO A POINT, THENCE;
22. SOUTH 24 DEGREES 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 156.36 FEET TO A POINT, THENCE

ACROSS LOTS 2.01 AND 2.03, BLOCK 64.04 BY A LINE BEING 15.00 FEET EASTERLY AND SOUTHERLY OF THE EXISTING SANITARY SEWER LINE THE FOLLOWING FIVE (5) COURSES:

23. SOUTH 37 DEGREES 56 MINUTES 04 SECONDS EAST, A DISTANCE OF 58.46 FEET TO A POINT, THENCE
24. SOUTH 41 DEGREES 32 MINUTES 08 SECONDS EAST, A DISTANCE OF 138.35 FEET TO A POINT, THENCE
25. SOUTH 07 DEGREES 09 MINUTES 51 SECONDS EAST, A DISTANCE OF 60.67 FEET TO A POINT, THENCE;
26. SOUTH 61 DEGREES 32 MINUTES 38 SECONDS WEST, A DISTANCE OF 45.18 FEET TO A POINT, THENCE;



27. SOUTH 19 DEGREES 21 MINUTES 03 SECONDS WEST, A DISTANCE OF 7.77 FEET TO A POINT, THENCE

ACROSS SAID LOT 2.01 BY A LINE BEING 5.00 FEET SOUTHERLY AND EASTERLY OF THE EXISTING SANITARY SEWER LINE THE FOLLOWING SIX (6) COURSES:

28. SOUTH 57 DEGREES 13 MINUTES 45 SECONDS WEST, A DISTANCE OF 270.33 FEET TO A POINT, THENCE;

29. SOUTH 57 DEGREES 29 MINUTES 58 SECONDS WEST, A DISTANCE OF 264.31 FEET TO A POINT, THENCE;

30. SOUTH 04 DEGREES 15 MINUTES 25 SECONDS WEST, A DISTANCE OF 237.18 FEET TO A POINT, THENCE;

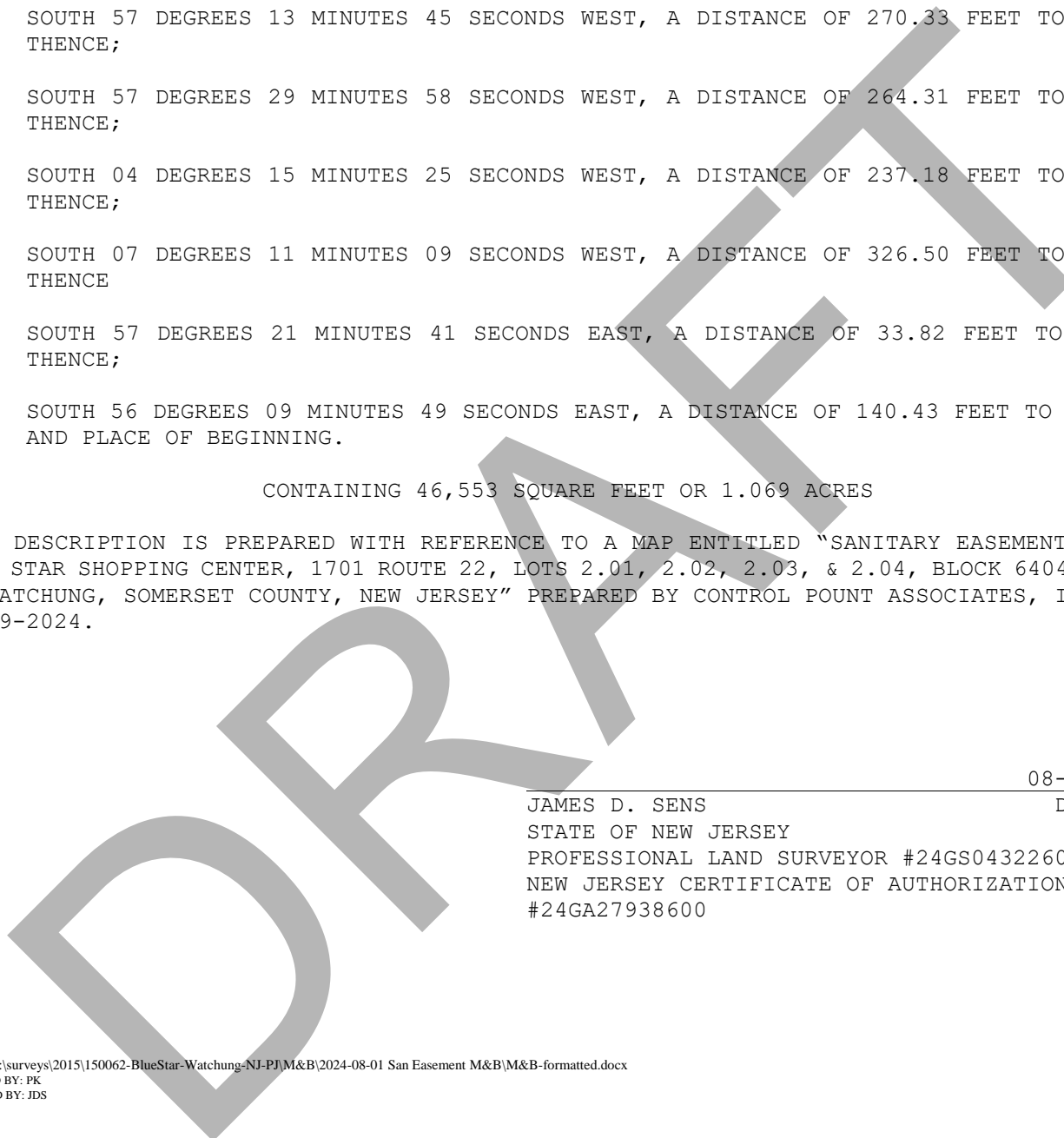
31. SOUTH 07 DEGREES 11 MINUTES 09 SECONDS WEST, A DISTANCE OF 326.50 FEET TO A POINT, THENCE

32. SOUTH 57 DEGREES 21 MINUTES 41 SECONDS EAST, A DISTANCE OF 33.82 FEET TO A POINT, THENCE;

33. SOUTH 56 DEGREES 09 MINUTES 49 SECONDS EAST, A DISTANCE OF 140.43 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 46,553 SQUARE FEET OR 1.069 ACRES

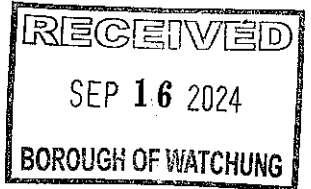
THIS DESCRIPTION IS PREPARED WITH REFERENCE TO A MAP ENTITLED "SANITARY EASEMENT EXHIBIT, BLUE STAR SHOPPING CENTER, 1701 ROUTE 22, LOTS 2.01, 2.02, 2.03, & 2.04, BLOCK 6404, BOROUGH OF WATCHUNG, SOMERSET COUNTY, NEW JERSEY" PREPARED BY CONTROL POINT ASSOCIATES, INC, DATED 08-09-2024.



08-13-2024

JAMES D. SENS
 STATE OF NEW JERSEY
 PROFESSIONAL LAND SURVEYOR #24GS04322600
 NEW JERSEY CERTIFICATE OF AUTHORIZATION
 #24GA27938600

JDS/PK(P:\surveys\2015\150062-BlueStar-Watchung-NJ-PJ\M&B\2024-08-01 San Easement M&B\M&B-formatted.docx
 PREPARED BY: PK
 REVIEWED BY: JDS



Zoning Board of Adjustment - Township of Berkeley Heights

You are hereby notified that a Public Hearing will be held by the Zoning Board of Adjustment of the Township of Berkeley Heights (the "Board") to consider the revised application (the "Revised Application") of Oz Custom Builders, LLC (the "Applicant") for preliminary and final major subdivision approval seeking to create five (5) residential lots, involving property located at 725 Mountain Avenue, Berkeley Heights, NJ and particularly known as Lot 32 in Block 2006 on the Township of Berkeley Heights Tax Maps (the "Property"). The Property is located in the Township's R-15 Residential Zone District (the "R15 Zone"). The Applicant seeks to subdivide the existing Property into five (5) lots, with the existing Westminster Presbyterian Church and associated parking to remain on proposed Lot 32.01, while the other four lots (Proposed Lots 32.02, 32.03, 32.04, and 32.05) will be developed with four (4) new detached single-family dwellings, one on each lot. The reconfigured remaining lot on which the existing Westminster Presbyterian Church (the "Church") will be located requires certain bulk variances and exception relief enumerated below pursuant to the land use procedures ordinance of the Township of Berkeley Heights (the "Ordinance") as well as a "D2" use variance for intensification of a pre-existing non-confirming use of the Church in the residential zone, pursuant to N.J.S.A. 40:55D-70(d)(2). The intensification is directly related to the reduction of the size of the lot and continuing non-conformity of the Church use and not any intended modification of operations.

The following relief is requested by the Applicant:

- i. A "D2" variance for the expansion of a pre-existing non-conforming use pursuant to N.J.S.A. 40:55D-70(d)(2) because the existing Church use is technically being intensified given the reduction in the size of Lot 32, pursuant to Section 6.3.1 of the Land Use Procedures Ordinance of the Township of Berkeley Heights (the "Ordinance");
- ii. Bulk variance relief for a proposed "other" coverage of 27.9% (Proposed Lot 32.01), whereas the existing "other" coverage is 15.5%, and the maximum permitted "other" coverage is 10%, pursuant to Section 6.1.1 of the Ordinance;
- iii. Bulk variance relief for a proposed impervious coverage of 33.9% (Proposed Lot 32.01), whereas the existing impervious coverage is 19.1%, and the maximum permitted impervious coverage is 25%, pursuant to Section 6.1.1 of the Ordinance;
- iv. Bulk variance relief for the disturbance of steep slopes of 25% or greater, whereas on slopes of 25% or greater, no development, re-grading or stripping of vegetation shall be permitted unless the disturbance is for roadway crossings or utility construction, pursuant to Section 3.1.11.C.1 of the Ordinance; and
- v. Design waiver relief for groundwater recharge due to impermeable soils, whereas groundwater recharge is required pursuant to Section 12.3.3. of the Ordinance.

Applicant seeks all variances as enumerated and seeks such other and further variances, waivers, exceptions, and interpretations as may be requested or otherwise required by the Applicant, Board, or its professionals at the time of the hearing.

The Applicant previously presented an application to the Board for the Property, which application sought Preliminary and Final Major Subdivision Approval with related variance and exception relief as set forth above (the "Original Application"). On or about September 28, 2023, the Board voted 4-3 to deny the Original Application, a decision that was memorialized in a Resolution adopted by the Board on November 16, 2023, notice of which was published in the appropriate newspaper on or about November 26, 2023. The Applicant then filed a Complaint in Lieu of Prerogative Writs in the Union County Superior Court entitled, "Oz Custom Builders, LLC vs. Township of Berkeley Heights Board of Adjustment", Docket No.: UNN-L-000131-24, seeking a Court Order to reverse the Board's determination in this matter. The Applicant and the Board have entered into a Settlement Agreement, which Settlement Agreement is intended to resolve the matters in dispute. The Settlement Agreement requires a public hearing to present the Revised Application for review by the Board, Board of Adjustment professionals, and the public. The Revised Application has been filed with the Board. The Revised Application, together with the Settlement Agreement identifying the Revised Application, have been reviewed by the Board. The Board is required to conduct a public hearing to consider the Settlement Agreement and Revised Application pursuant to the requirements of Whispering Woods v. Middletown Tp., 220 N.J. Super. 161 (Law Div. 1987) (the "Whispering Woods Hearing").

The Revised Application incorporates the following conditions and modifications, which shall be considered as conditions of approval of the Revised Application:

- i. The Applicant shall reorient the home on proposed Lot 32.02 to face on Plainfield Avenue with a side loaded garage, also obviating the need for the previously requested bulk variance relief for a proposed rear-yard setback (proposed Lot 32.02) of 15 feet;
- ii. Left-hand turn movements onto Plainfield Avenue shall be restricted between 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m. Monday – Friday, with signage installed to indicate said restriction;
- iii. Applicant shall comply with the review memoranda previously prepared by the Board Planner, Board Engineer, Environmental Commission, Wastewater Treatment, Fire Department, Zoning Officer, and Police Department related to the Original Application;
- iv. Applicant shall submit lot grading plans and tree replacement plans for each individual lot, same to be subject to the review and approval of the Township Engineer;
- v. Applicant shall submit HOA documents including maintenance requirements for the proposed bioretention basins;
- vi. Applicant shall submit a Stormwater Management and Operations Manual and same shall be subject to the review and approval of the Township Engineer and, once approved, a copy of same shall be recorded with the County Clerk's Office;

- vii. Applicant shall comply with the requirements of any outside agency approval including but not limited to the Union County Soil Conservation District;
- viii. Applicant shall design the interior roadways to comply with the Residential Site Improvement Standards, including 40' wide cartway and 29' radius of cul-de-sac bulb;
- ix. Applicant shall construct a sidewalk along Plainfield Avenue frontage or shall make an appropriate contribution to the sidewalk fund in lieu thereof;
- x. Applicant shall submit all Union County drainage reports and approval documents;
- xi. Applicant shall comply with Union County sign easement requirements at the Plainfield Avenue intersection;
- xii. Applicant shall locate the fire hydrants in accordance with the direction from the Fire Official and same shall provide adequate water pressure for firefighting;
- xiii. Applicant shall relocate/shift the underground drainage pipe from the north to the south side of Plainfield Avenue to minimize disturbance to trees;
- xiv. Applicant shall landscape and fence the area around and along the retaining wall adjacent to Lot 33/566 Plainfield Avenue to soften up its appearance and/or screen it completely;
- xv. Applicant shall landscape the rear yard of Lot 31 with green giants for a length of 31 feet including at least 5-6 trees, 6' to 7' tall at planting, same to be subject to the review and approval of the Township Engineer and Zoning Officer;
- xvi. Applicant shall comply with all Soil Erosion and Sediment Control requirements including, but not limited to, silt fencing during the construction process and same shall be subject to the review and approval of the Township Engineer;
- xvii. Applicant shall enter into a Developer's Agreement, same to be subject to the review and approval of the Township Engineer and Township Attorney;
- xviii. Applicant shall comply with height requirements for all of the proposed dwellings and structures;
- xix. Applicant shall comply with combined side yard setback requirements for all lots;
- xx. Applicant shall submit tree removal and replacement plans, same to be subject to the review and approval of the Township Planner and Environmental Commission;
- xxi. Applicant shall comply with wastewater treatment requirements, particularly as to anticipated flow calculations and available capacity for the receiving collection system;

xxii. Applicant shall ensure sufficient site clearing to provide appropriate sight distances required by Union County and ASHTO (400') for view to the south;

xxiii. Applicant shall replace any trees damaged by construction-related activities; and

xxiv. Applicant shall ensure that the owner of Lot 33, in Block 2006, located at 566 Plainfield Avenue, Berkeley Heights, NJ, is protected against liability resulting from any work on, or immediately adjacent to, her property, including naming her as an additional insured.

Copies of the plans and/or documents related to the Revised Application may be found on the Township website through the following link to the Zoning Board of Adjustment page:

<https://www.berkeleyheights.gov/227/Zoning-Board-of-Adjustment>

Scroll down to Applications and click on Current/Pending Applications.

This Revised Application is now on the Secretary's calendar, and a Whispering Woods public hearing has been ordered for Thursday evening, September 26, 2024, at 7:00 p.m., in the public meeting room of the Municipal Building (Room 155, the "Berkeley Room"), 29 Park Avenue, Berkeley Heights, NJ at which time you may appear either in person or by attorney and present any objection which you may have to the granting of this Revised Application.

Copies of said plans may be found in the office of the Board Secretary between the hours of 8:30 a.m. and 12 Noon or between 2:00 p.m. and 4:00 p.m. Monday through Friday. You may also contact the Board Secretary at (908) 464-2700, Ext. 2124, or cvalenti@bhtwp.com to request copies of the plans and/or documents related to the Revised Application.

August Santore, Esq.
Attorney for Applicant

August N. Santore, Jr. 9/13/24

**BOROUGH OF WATCHUNG
RESOLUTION: R2**

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

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

Vendor: Cooper Technology Group, 210 3rd Avenue, Alpha, NJ 08865
Item: Firehouse camera system
Total Price: \$10,690.00
Charged to: C-02-915-A14

Vendor: NJ Fire Equipment Co, 119-131 Route 22 East, Green Brook, NJ 08812
Item: FD-(48) fire hoses & megaflo w breathers
Total Price: \$14,618.24
Charged to: C-02-11-002, C-02-607-A13

Vendor: NJ Fire Equipment Co, 119-131 Route 22 East, Green Brook, NJ 08812
Item: FD – (5 sets) Coat, pants, boot, helmet equipment
Total Price: \$29,963.65
Charged to: C-02-607-A13, C-02-111-002, 4-01-610-205

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 19, 2024
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.	24-01033

SHIP TO	WATCHUNG TAX/BUILDING DEPT. 15 MOUNTAIN BLVD. 1st Floor WATCHUNG, NJ 07069-6398					
	<table border="0"> <tr> <td>VENDOR #:</td> <td>COOPER</td> </tr> <tr> <td colspan="2">Cooper Technology Group 210 3rd Avenue Alpha, NJ 08865</td> </tr> <tr> <td colspan="2">Phone: (908)859-6002 Fax: (908)859-6022</td> </tr> </table>	VENDOR #:	COOPER	Cooper Technology Group 210 3rd Avenue Alpha, NJ 08865		Phone: (908)859-6002 Fax: (908)859-6022
VENDOR #:	COOPER					
Cooper Technology Group 210 3rd Avenue Alpha, NJ 08865						
Phone: (908)859-6002 Fax: (908)859-6022						

ORDER DATE: 09/17/24
 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	Fire Dept Camera System	C-02- -915-A14	10,690.0000	10,690.00
			TOTAL	10,690.00

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

Cooper Technology Group
210 3rd Avenue
Alpha, NJ 08865

Toll Free in NJ/PA 1-877-COOPER-9
908-859-6002
Fax: 908-859-6022

Borough of Watchung
15 Mountain Blvd.
Watchung, NJ 07069

PHONE	DATE
Bill Hance 908-756-0080 ext 216	August 21, 2024
JOB NAME / LOCATION	
Watchung Fire House 57 Mountain Blvd. Watchung, NJ 07069 Bhance@watchungnj.gov	
LOT #	JOB PHONE

SCHEDULE A

We hereby submit specifications and estimates for:

Update camera system in the fire house

The current system has 16 analog cameras, with old Siamese coax type cabling, any updates to the system would require new Cat 5 wiring to be installed. Coax has not been used for cameras in a few years now, due to network based cameras have higher resolution and better analytics.

We would do the following existing locations:

- 1-Outdoor covering gas pump
- 2-Outdoor garage bay by gas pump
- 3-Outdoor back parking lot
- 4-Outdoor parking area by ballot bo
- 5-Outdoor facing generator
- 6-Outdoor front entrance
- 7-Outdoor front of building facing Mountain Blvd.
- 8-Garage truck bay 1
- 9-Garage truck bay 2
- 10-Garage truck bay 3
- 11-Garage truck bay 4
- 12-Garage truck bay 5
- 13-Indoor front entry
- 14-2nd Floor uniform closet
- 15-Indoor office
- 16-Utility closet where current recorder is located (may not need this unit)

We would install a new Speco NRM 16 channel 6 Terabyte recorder in the electric room

Install new line for network connection

Install HDMI extender to the current monitor from the new recorder

Install using the Speco Tech AI system , which use Smart AI to only record human and vehicles, and also has search capability to find events much easier than normal cameras

This system uses NDAA security compliant cameras

We would use Speco Smart AI O8T9 8 Megapixel (4K) turret cameras with infrared 2.8mm wide angle lenses

for the outdoor locations and Speco 8 Megapixel (4K) domes for the inside cameras.

Total cost installed and setup \$10,690

You can save \$1440 in cost if you use 4 megapixel cameras with the same AI ability just lower resolution

We Propose hereby to furnish material and labor—complete in accordance with the above specifications, for the sum of:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

**Authorized
Signature** _____

Signature _____

Acceptance of Proposal –The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Date of Acceptance: _____

Note: This proposal may be withdrawn by us if not accepted within 60 days.

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. 24-01023

ORDER DATE: 09/12/24

REQUISITION NO:

DELIVERY DATE:

STATE CONTRACT:

ACCOUNT NUM:

PAYMENT RECORD

CHECK NO.

DATE PAID

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

**S
H
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T
O**
 WATCHUNG MUNICIPAL BUILDING
 15 MOUNTAIN BLVD.
 WATCHUNG, NJ 07069-6399

**V
E
N
D
O
R**
 NJ FIRE EQUIPMENT CO.
 119-131 ROUTE 22 EAST
 GREEN BROOK, NJ 08812

VENDOR #: NJFE

Phone: (732)968-2121 Fax: (732)968-4724

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
24.00/EA	fire hose 1.75"x50'xw/1.5"	C-02- -111-002	273.0000	6,552.00
4.00/EA	fire hose 2.5"x50'xw/2.5"	C-02- -607-A13	370.0000	1,480.00
2.00/EA	fire hose 2.5"x25'xw/2.5"	C-02- -607-A13	215.6700	431.34
2.00/EA	fire hose 1.75"x50'xw/1.5"	C-02- -607-A13	225.0000	450.00
2.00/EA	fire hose 1.75"x50'xw/1.5"	C-02- -607-A13	225.0000	450.00
	43.51 %	C-02- -607-A13		
	56.49 %	C-02- -111-002		
4.00	Megaflo Breather 4"x100'xw4"	C-02- -111-002	854.5000	3,418.00
2.00	Megaflo Breather 4"x50'xw4"	C-02- -111-002	563.7500	1,127.50
2.00	Megaflo Breather 4"x25'xw4"	C-02- -111-002	354.7000	709.40
			TOTAL	14,618.24

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>_____</p> <p>VENDOR SIGN HERE</p> <p>_____</p> <p>OFFICIAL POSITION DATE</p> <p>_____</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>_____</p> <p>DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER, MAIL VOUCHER & ITEMIZED BILLS TO:</p> <p>BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p><i>William J. Hance</i></p> <p>_____</p> <p>CFO/QPA</p> <p>_____</p> <p>COUNCIL APPROVAL CAN BE SEEN</p> <p>_____</p> <p>ON BILL LIST RESOLUTION</p>

Borough of Watchung – Capital Expenditure Justification Form

Name of Requestor: Chief Albert Desandolo	Date of Submission: 09/8/2024
Department: Fire Department	
Priority: <input checked="" type="checkbox"/> Immediate <input type="checkbox"/> Future Need	Budget Period: 2024
Equipment being requested: 28 – 50-foot lengths of 1.75-inch hose, 4 – 50-foot lengths of 2.5-inch hose, 4 - 100-foot lengths of 4-inch hose, 2 - 50-foot lengths of 4-inch hose, 2 - 25-foot lengths of 4-inch hose	
PURCHASE TYPE: check one <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Upgrade <input type="checkbox"/> New Asset	
Asset Cost: [attach supporting documentation, i.e., catalog details, vendor quote, etc. Include delivery/payment schedules/ installation, etc.] \$14,618	Annual Operating Costs: [Preventive maintenance, energy costs, software license, etc.] Annual hose testing and certification.
Vendor Information: What vendors were reviewed? [list] New Jersey Fire Equipment Company Why was this vendor selected? [history of use, state contract (supply award number), etc] Long relationship with vendor, no issues with past service	
Justification of getting new equipment: Replace out of service hose due to age and failed testing.	
Impact if purchase is <u>not</u> approved: Unable to maintain necessary operating and reserve inventory of hose needed to outfit apparatus.	
Estimated asset lifespan: 10-15 years Aprox Warranty/Preventive Maintenance Recommendations: Repair as needed, wash and clean as needed.	
Planned Asset Location: Fire Apparatus	Installation Requirements: [include costs if applicable] na

Borough of Watchung – Capital Expenditure Justification Form

Personnel Training and Required Certification: [If applicable list and include costs]

NJ State firefighter level 1 certification.

Alternative Funding Options: [Confirm review]

Shared Services, Grant Opportunities, Lease/Rental, other
none

REVIEW AND APPROVAL:

[sign and date]

To be completed *before* formal presentation to Mayor and Council

Department Manager:

Chief Albert DeSandolo

Date: 09/8/2023

Department Council Liaison:

Date:

Chief Financial Officer:

Date:

Borough Administrator:

Date:

Administration & Finance Review and Outcome:



New Jersey Fire Equipment Co.

119-131 Route 22 East
Green Brook, NJ 08812

Quote

Date	Quote #
8/22/24	26065

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

Contact:	Rep
Chief Al Desandolo	MG
Customer Phone	Customer Fax

Phone #	Fax #
(732) 968-2121	732-968-4724

Accepted:	
Print name:	
Date Accepted:	
PO Number:	

Description	Qty	Cost	Total
Mercedes KrakenExo Fire Hose 1.75" X 50' W/1.5" NH Wayout Couplings - Specify Colors	24	273.00	6,552.00
Mercedes KrakenExo Fire Hose 2.5" X 50' W/2.5" NH Wayout Couplings - Specify Colors	4	370.00	1,480.00
Mercedes KrakenExo Fire Hose 2.5" X 25' W/2.5" NH Wayout Couplings - Specify Colors	2	215.67	431.34
Mercedes Carry-Lite 600 Fire Hose 1.75" X 50' W/1.5" NH Wayout Couplings - Specify Colors	4	225.00	900.00
Mercedes Yellow Megaflo Breather Large Diameter Supply Hose 4" X 100' W/4" Storz Hydrowick Couplings	4	854.50	3,418.00
Mercedes Yellow Megaflo Breather Large Diameter Supply Hose 4" X 50' W/4" Storz Hydrowick Couplings	2	563.75	1,127.50
Mercedes Yellow Megaflo Breather Large Diameter Supply Hose 4" X 25' W/4" Storz Hydrowick Couplings	2	354.70	709.40
Stencil Hose:WATCHUNG FD + DATE			

Web Site	michael@njfe.com
www.njfe.com	

Total	\$14,618.24
--------------	-------------

Signature: _____
Michael Jordano



New Jersey Fire Equipment Co.

119-131 Route 22 East
Green Brook, NJ 08812

24-01023

Quote

Date	Quote #
8/22/24	26065

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

Contact:	Rep
Chief Al Desandolo	MG

Customer Phone	Customer Fax

Phone #	Fax #
(732) 968-2121	732-968-4724

Accepted:	
Print name:	
Date Accepted:	
PO Number:	

Description	Qty	Cost	Total
Mercedes KrakenExo Fire Hose 1.75" X 50' W/1.5" NH Wayout Couplings - Specify Colors	24	273.00	6,552.00
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Mercedes Yellow Megafla Breather Large Diameter Supply Hose 4" X 25' W/4" Storz Hydrowick Couplings	2	354.70	709.40
Stencil Hose: WATCHUNG FD + DATE			

Total	\$14,618.24
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_____	michael@njfe.com
.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.	24-01022

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: 09/12/24
 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	Fire Dex NFPA PPE Coat & Pant	C-02- -607-A13	4,929.6500	4,929.65
1.00	Globe leather boots	C-02- -607-A13	588.0000	588.00
1.00	Cairns Helmet	C-02- -607-A13	475.4000	475.40
	State contract # 17-FLEET-00811			
4.00	Fire Dex NFPA PPE Coat & Pant	C-02- -111-002	4,929.6500	19,718.60
4.00/EA	Globe leather boots	C-02- -111-002	588.0000	2,352.00
4.00/EA	Cairns Helmet	C-02- -111-002	475.0000	1,900.00
	2.23 %	C-02- -111-002		
	97.77 %	4-01- -610-205		
			TOTAL	29,963.65

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>_____ VENDOR SIGN HERE</p> <p>_____ OFFICIAL POSITION DATE</p> <p>_____ TAX ID NO. OR SOCIAL SECURITY NO.</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>_____ DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER & ITEMIZED BILLS TO: BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p><i>William J. Honce</i> _____ CFO/QPA</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 #
8/22/24	26064

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

Contact:	Rep
Chief Al Desandolo	MG

Customer Phone	Customer Fax

Phone #	Fax #
(732) 968-2121	732-968-4724

Accepted:	
Print name:	
Date Accepted:	
PO Number:	

Description	Qty	Cost	Total
New Jersey State Contract Fire-Dex T-0790 (17DPP00100) Firefighter Protective Clothing & Equip. Award Summ. NJ NJSC Master Blanket # 17-FLEET-00811			0.00
Fire-Dex NFPA PPE Coat & Pant Built to current FD specifications, @ current NJ State Contract Price.		4,929.65	4,929.65
GLOBE #1201420 (NFPA/NJPEOSHA) Supreme 14" pull on leather boots - Specify Size		588.00	588.00
MSA/Cairns #C-TRD11M2A3221A000 - Black 1010 Traditional Helmet W/NFPA Bourke Eye Shield, Black Nomex Earlaps And Hood, and Standard Configuration.		475.40	475.40

Total	\$5,993.05
--------------	------------

Web Site	michael@njfe.com
www.njfe.com	

Signature: _____

Michael Giordano

Borough of Watchung – Capital Expenditure Justification Form

Name of Requestor: Chief Albert Desandolo		Date of Submission: 09/8/2024	
Department: Fire Department			
Priority: <input checked="" type="checkbox"/> Immediate <input type="checkbox"/> Future Need		Budget Period: 2024	
Equipment being requested: 5 Sets of Structural Firefighting Coats, Pants, Boots, Helmet			
PURCHASE TYPE: check one <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Upgrade <input type="checkbox"/> New Asset			
Asset Cost: [attach supporting documentation, i.e., catalog details, vendor quote, etc. Include delivery/payment schedules/ installation, etc.] \$30,000		Annual Operating Costs: [Preventive maintenance, energy costs, software license, etc.] Annual inspection of Coat and Pants \$85.00	
Vendor Information: What vendors were reviewed? [list] New Jersey Fire Equipment Why was this vendor selected? [history of use, state contract (supply award number), etc] State contract 17-FLEET-00811- has supplied all structural firefighting PPE for many years			
Justification of getting new equipment: Supply members with fitted structural firefighting PPE and replacement of PPE which no longer complies with NJ PEOSH regulations.			
Impact if purchase is <u>not</u> approved: Unable to properly provide appropriately fitted PPE to new members who have completed fire school and members whose PPE no longer complies with NJ PEOSH regulations. Borough will be in violation of state law and will possibly face penalties.			
Estimated asset lifespan: 10 years Warranty/Preventive Maintenance Recommendations: Annual inspection by independent service provider. Repair as needed, wash and clean as needed.			



New Jersey Fire Equipment Co.

119-131 Route 22 East
Green Brook, NJ 08812

Quote

Date	Quote #
8/22/24	26064

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

Contact:	Rep
Chief Al Desandolo	MG

Customer Phone	Customer Fax

Phone #	Fax #
(732) 968-2121	732-968-4724

Accepted:	
Print name:	
Date Accepted:	
PO Number:	

Description	Qty	Cost	Total
New Jersey State Contract Fire-Dex T-0790 (17DPP00100) Firefighter Protective Clothing & Equip. Award Summ. NJ NJSC Master Blanket # 17-FLEET-00811			0.00
Fire-Dex NFPA PPE Coat & Pant Built to current FD specifications, @ current NJ State Contract Price.		4,929.65	4,929.65
GLOBE #1201420 (NFPA/NJPEOSHA) Supreme 14" pull on leather boots - Specify Size		588.00	588.00
MSA/Cairns #C-TRD11M2A3221A000 - Black 1010 Traditional Helmet W/NFPA Bourke Eye Shield, Black Nomex Earlaps And Hood, and Standard Configuration.		475.40	475.40

Web Site	michael@njfe.com
www.njfe.com	

Total	55,993.05
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Signature: _____
Michael Giordano

**BOROUGH OF WATCHUNG
RESOLUTION:R3**

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 \$40,237,803.94
per the attached bill list. The expenditures can be broken down into the following categories:

Affordable Housing Trust	\$	812.50
Animal Control	\$	7.20
Grant Fund	\$	1,837.50
Developer Escrow	\$	45,534.45
Other Escrow	\$	88,261.99
Somerset County Taxes	\$	-
Capital Fund	\$	174,027.65
Watchung Community Foundation	\$	201.00
Watchung Borough Board of Education	\$	1,517,415.00
Watchung Hills Regional High School	\$	671,896.00
Current Fund	\$	1,523,787.65
Total:	\$	4,023,780.94

Robert Gibbs

Curt Dahl

Paul Fischer

Paolo Marano

Christine Eady, Council President

William J. Hance

William J. Hance, CFO

Sonia Abi Habib

Ronald Jubin, Mayor

James Damato, Administrator

Date: 09/19/2024

Index: Finance

Range of Checking Accts: AFFORD HOUSING to WIRE TRANSFER Range of Check Dates: 08/09/24 to 09/13/24
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							
711	09/13/24	BATEM DIFRANCESCO, BATEMAN, COLEY,					5898
24-00023	55	affordable housing	175.00	H-06- -100-101	Budget		2 1
				Affordable Housing Trust Fund			
712	09/13/24	CGPH CGP&H					5898
22-00826	23	affordable housing admin agent	637.50	H-06- -100-101	Budget		1 1
				Affordable Housing Trust Fund			
Checking Account Totals							
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
	Checks:	2	0	812.50	0.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	2	0	812.50	0.00		
ANIMAL CONTROL Investors Animal Control Trust							
1104	09/13/24	NJDHS NJ DEPT OF HEALTH & SENIOR SER					5896
24-00016	9	Aug dog lic #157-181	7.20	D-11- -100-201	Budget		1 1
				Animal Control Trust Fund			
Checking Account Totals							
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
	Checks:	1	0	7.20	0.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	1	0	7.20	0.00		
CAPITAL ACCOUNT Investors Savings Capital Fund							
2376	09/13/24	JESCO JESCO, INC.					5895
24-00575	1	John Deere Backhoe loader 320	143,667.79	C-02- -244-A12	Budget		1 1
				Public Works Equipment			
2377	09/13/24	WAT03 WATCHUNG BOROUGH CURRENT FUND					5895
24-01027	1	reimb for communication chgs	718.86	C-02- -815-B01	Budget		4 1
				Acquisition of Communications Equipment			
2378	09/13/24	WESTCHES Westchester Environmental					5895
24-00604	4	Library asbestos survey	29,129.00	C-02- -110-A13	Budget		2 1
				Soft Costs			
24-00604	5	NJ DCA fee	512.00	C-02- -110-A13	Budget		3 1
				Soft Costs			
			29,641.00				
Checking Account Totals							
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
	Checks:	3	0	174,027.65	0.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	3	0	174,027.65	0.00		
CURRENT FUND Investors Bank Current Fund							
42192	08/16/24	BEL VERIZON					5880
24-00916	1	August Payment	3,043.34	4-01- -283-459	Budget		3 1
				Telephone			

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				
42192	VERIZON	Continued					
24-00917	1	August payment	17,856.26	4-01- -283-459	Budget		4 1
			<u>20,899.60</u>	Telephone			
42193	08/16/24	FDEAL FRED DEALAMAN BUS SERVICE					5881
24-00491	2	Remaining Balance	2,010.00	4-01- -245-202	Budget		1 1
				Summer Camp			
42194	08/16/24	NJAWC NJ AMERICAN WATER					5881
24-00918	1	Stone H,PD Sprinlers & Other	21,234.44	4-01- -283-664	Budget		5 1
				Water (fire hydrant)			
24-00918	2	Stone H,PD Sprinlers & Other	56.05	4-01- -415-464	Budget		6 1
			<u>21,290.49</u>	Water			
42195	08/16/24	OPTIMUM Optimum					5881
24-00919	1	August payment	160.94	4-01- -283-459	Budget		7 1
				Telephone			
42196	08/16/24	PSEG PSE&G CO.					5881
24-00920	1	Street Lighting	13,151.36	4-01- -283-263	Budget		8 1
				Electricity			
24-00920	2	Building Electricity	12,130.31	4-01- -283-163	Budget		9 1
				Electricity			
24-00920	3	Building Gas	5,867.48	4-01- -283-362	Budget		10 1
				Heating/AC			
24-00920	4	Building Gas	974.61	4-01- -225-263	Budget		11 1
			<u>32,123.76</u>	Gas & Electric			
42197	08/16/24	TREA8 TREASURER-STATE OF NEW JERSEY					5881
24-00907	1	NJDEP UNDERGROUND STORAGE TANK	50.00	4-01- -150-281	Budget		2 1
				Prof. & Cons. Serv. Other			
42198	08/20/24	TREA8 TREASURER-STATE OF NEW JERSEY					5882
24-00906	1	NJDEP ENVIRONMENTAL REGULATION	2,000.00	4-01- -150-281	Budget		1 1
				Prof. & Cons. Serv. Other			
42199	08/21/24	NJMVC NJMVC, BUSINESS & GOV'T SERV.					5883
24-00926	1	Backhoe	60.00	4-01- -205-223	Budget		1 1
				Vehicular Equipment			
42200	08/21/24	TAY Taylor Rental					5884
24-00938	1	Cocktail Lounge Tables	390.00	4-01- -245-217	Budget		1 1
				Special Events			
42201	08/23/24	RUT RUTGERS UNIVERSITY					5885
24-00943	1	renewal LUA, Zoning Off/Bd.Sec	75.00	4-01- -160-256	Budget		1 1
				Membership Dues			

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							
42202	09/05/24	CJT CENTRAL JERSEY TAX COLL.&TREAS					5886
24-00982	1	Vilarino 9/20/24 meeting	75.00	4-01- -140-276	Budget		4 1
				Training Aids & Programs			
42203	09/05/24	GANN GANN LAW BOOKS					5886
24-00921	1	Books for Board Class	374.00	4-01- -160-227	Budget		2 1
				Office Supplies & Materials			
42204	09/05/24	HANC2 MARYANN HANCE					5886
24-00008	2	spouse health cov June-Sept	1,658.16	4-01- -175-393	Budget		1 1
				Health Benefits Plan			
42205	09/05/24	TOWN BRIAN TOWNLEY					5886
24-00966	1	FBI Cardboard Targets for 138	50.56	4-01- -190-283	Budget		3 1
				Unclassified Expenses			
42206	09/05/24	LMON LINDA MONETTI					5887
24-00780	4	health insurance reimbursement	526.70	4-01- -175-393	Budget		1 1
				Health Benefits Plan			
42207	09/11/24	ANJEC ASSOCIATION OF NJ ENV. COMM.					5888
24-00992	1	ANJEC Env. Congress	100.00	4-01- -275-276	Budget		42 1
				Training Aids & Programs			
42208	09/11/24	AOC ALLIED OIL, LLC					5888
24-00069	20	8/23/24 unleaded	2,822.87	4-01- -283-751	Budget		18 1
				Motor Fuels			
24-00069	21	8/09/24 unleaded	2,757.81	4-01- -283-751	Budget		19 1
				Motor Fuels			
			5,580.68				
42209	09/11/24	APPROVED APPROVED FIRE PROTECTION					5888
24-00072	5	2024 EXTINGUISHERS INSPECTION	372.00	4-01- -155-381	Budget		20 1
				Other Contracted Services			
24-00072	6	2024 EXTINGUISHERS INSPECTION	764.68	4-01- -155-381	Budget		21 1
				Other Contracted Services			
			1,136.68				
42210	09/11/24	ASTR ASTRO RENTS					5888
24-00074	3	2024 DPW EQUIPMENT RENTAL	337.29	4-01- -205-265	Budget		22 1
				Misc. Rental Costs			
42211	09/11/24	CITIZEN Citizens Bank				09/12/24 VOID	5888
24-00893	1	3 pk 1 Quart Sharps Container	12.75	(Replaced By: CURRENT FUND 595) 4-01- -190-231	Budget		28 1
				Emergency & Safety Supplies			
24-00893	2	12 pk Sharps Containers	44.70	4-01- -190-231	Budget		29 1
				Emergency & Safety Supplies			
24-00936	1	Bounty Paper Towels (AMAZON)	33.18	4-01- -190-238	Budget		36 1
				Janitorial, Household Exps.			
24-00936	2	Purell ES8 Mild Foam Soap	109.76	4-01- -190-238	Budget		37 1
				Janitorial, Household Exps.			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num.	Seq	Acct
CURRENT FUND		Investors Bank		Continued					
42211		Citizens Bank		Continued					
24-00936	3	DELL M11XH Toner Cartridge	153.99	4-01- -190-258	Budget		38	1	
24-00994	1	vision board	90.62	4-01- -115-227	Budget		44	1	
24-00994	2	zoom	159.00	4-01- -115-233	Budget		45	1	
24-00994	3	supplies	149.77	4-01- -155-232	Budget		46	1	
24-00994	4	money counter	419.99	4-01- -140-258	Budget		47	1	
24-00994	5	toner	45.18	4-01- -185-227	Budget		48	1	
24-00994	6	soap	58.57	4-01- -155-238	Budget		49	1	
24-00994	7	labels & envelope sealers	43.15	4-01- -120-227	Budget		50	1	
24-00994	8	dust off	39.44	4-01- -250-227	Budget		51	1	
24-00994	9	first aid kit	23.83	4-01- -250-227	Budget		52	1	
24-00994	10	supplies for scarecrow	133.58	4-01- -110-278	Budget		53	1	
24-00994	11	dog waste bags	13.16	4-01- -155-232	Budget		54	1	
24-00994	12	rackspace	335.39	4-01- -115-233	Budget		55	1	
24-00994	13	supplies	1,864.45	4-01- -110-278	Budget		56	1	
24-00995	1	rackspace	335.39	4-01- -190-233	Budget		57	1	
24-00995	2	supplies	1,896.55	4-01- -245-202	Budget		58	1	
			5,962.45	Summer Camp					
42212	09/11/24	DEERC DEER CARCASS REMOVAL SERVICE					5888		
24-00018	2	608 Johnston Dr & 120 Parlin L	110.00	4-01- -155-273	Budget		5	1	
				Bldg.-Other Contracted Serv.					
42213	09/11/24	DRB D&R BOAT WORLD					5888		
24-00079	1	2024 BOAT SERVICES/REPAIRS	100.00	4-01- -185-269	Budget		23	1	
24-00079	2	2024 BOAT SERVICES/REPAIRS	92.91	4-01- -185-269	Budget		24	1	
			192.91	Vehicle Repairs & Maint.					
42214	09/11/24	EAI EDMUNDS & ASSOCIATES, INC.					5888		
24-00054	4	Thermal rolls	125.00	4-01- -140-258	Budget		17	1	
				Printing & Binding					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
42214	EDMUNDS & ASSOCIATES, INC.	Continued					
24-00963	1	Epson validators	2,050.00	4-01- -140-233	Budget		41 1
			<u>2,175.00</u>	Computer Expense			
42215	09/11/24	FITRITEU FIT-RITE UNIFORM CO., INC.					5888
24-00912	1	POLY/WOOL DRESS JACKET W/EMBLE	593.97	4-01- -185-239	Budget		32 1
				Uniforms, Clothing Expense			
42216	09/11/24	GPRS Ground Penetrating Radar Sys.					5888
24-00993	1	Watchung Lake services	2,100.00	4-01- -155-273	Budget		43 1
				Bldg.-Other Contracted Serv.			
42217	09/11/24	HAASALER HAAS ALERT					5888
24-00910	1	R2V-SUBSCRIPTION-5 YEAR	1,319.34	4-01- -185-233	Budget		31 1
				Computer Expenses			
42218	09/11/24	LEDACGON Leda C Gonzalez, Interpreter					5888
24-00696	2	court interpreter	470.00	4-01- -405-282	Budget		25 1
				Specialized Services			
24-00696	3	court interpreter	390.00	4-01- -405-282	Budget		26 1
			<u>860.00</u>	Specialized Services			
42219	09/11/24	MARMIC Marmic Associates					5888
24-00004	25	proactive maintenance Aug	990.00	4-01- -115-233	Budget		1 1
				Computer Expenses			
24-00004	26	cloud backup	200.00	4-01- -115-233	Budget		2 1
				Computer Expenses			
24-00004	27	Sentinel One	528.00	4-01- -115-233	Budget		3 1
				Computer Expenses			
24-00004	28	consulting services	906.25	4-01- -115-233	Budget		4 1
			<u>2,624.25</u>	Computer Expenses			
42220	09/11/24	MMP MINUTE MAN PRESS PRINTING					5888
24-00870	1	Buisness Cards - Clerk	78.00	4-01- -160-227	Budget		27 1
				Office Supplies & Materials			
42221	09/11/24	NJLM NJ LEAGUE OF MUNICIPALITIES					5888
24-00950	1	GIL & LANGE REG	90.00	4-01- -120-276	Budget		40 1
				Training Aids & Programs			
42222	09/11/24	NJRA New Jersey Registrars' Associa					5888
24-00898	1	NJRA 2024 CONFERENCE LANGE	100.00	4-01- -120-274	Budget		30 1
				Conference Expense			
42223	09/11/24	STAPL STAPLES BUSINESS ADVANTAGE					5888
24-00924	1	OFFICE SUPPLIES	185.80	4-01- -250-227	Budget		33 1
				Office Supplies & Materials			
24-00924	2	OFFICE SUPPLIES	50.51	4-01- -115-227	Budget		34 1
				Office Supplies & Materials			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND	Investors Bank	Current Fund	Continued						
42223	STAPLES	BUSINESS ADVANTAGE	Continued						
24-00924	3	OFFICE SUPPLIES	286.91	4-01- -115-227	Budget		35	1	
			<u>523.22</u>	Office Supplies & Materials					
42224	09/11/24	TIGHE Brendan Tighe					5888		
24-00945	1	9/11 Memorial Ceremony	150.00	4-01- -110-278	Budget		39	1	
				Community Relations					
42225	09/11/24	TOSHI TOSHIBA BUSINESS SOLUTIONS					5888		
24-00033	29	fax service	44.84	4-01- -283-459	Budget		11	1	
				Telephone					
24-00033	30	maintenance agreement	213.90	4-01- -120-228	Budget		12	1	
				Photocopy Expense					
24-00033	31	maintenance agreement	213.90	4-01- -120-228	Budget		13	1	
				Photocopy Expense					
24-00033	32	Xmedius Cloud	44.84	4-01- -283-459	Budget		14	1	
				Telephone					
24-00033	33	copier costs	267.19	4-01- -120-228	Budget		15	1	
				Photocopy Expense					
24-00033	34	copier costs	39.30	4-01- -120-228	Budget		16	1	
				Photocopy Expense					
			<u>823.97</u>						
42226	09/11/24	TOSHIBA Toshiba Financial Services					5888		
24-00031	41	copier lease	499.77	4-01- -120-228	Budget		6	1	
				Photocopy Expense					
24-00031	42	copier lease	1,767.11	4-01- -120-228	Budget		7	1	
				Photocopy Expense					
24-00031	43	copier lease	140.00	4-01- -120-228	Budget		8	1	
				Photocopy Expense					
24-00031	44	copier lease	1,825.00	4-01- -120-228	Budget		9	1	
				Photocopy Expense					
24-00031	45	copier lease	926.25	4-01- -120-228	Budget		10	1	
				Photocopy Expense					
			<u>5,158.13</u>						
594	09/12/24	CITIZEN Citizens Bank					5864		
24-00661	1	Dell M11XH Toner	293.28	4-01- -190-258	Budget		105	1	
				Printing & Binding					
24-00661	2	Surge Protector Strip	29.99	4-01- -190-227	Budget		106	1	
				Office Supplies & Materials					
24-00661	3	Spiral Memo Pads Assorted 24pk	70.25	4-01- -190-227	Budget		107	1	
				Office Supplies & Materials					
24-00661	4	Listen Only Radio Headset	55.05	4-01- -190-248	Budget		108	1	
				Communication Equip. Parts					
24-00676	1	Academy Supplies G.Acevedo	122.68	4-01- -190-283	Budget		109	1	
				Unclassified Expenses					
24-00687	1	Gun Cleaning Kit - Hoppe's	74.95	4-01- -190-283	Budget		120	1	
				Unclassified Expenses					
24-00687	2	Hayabusa 16oz Boxing Gloves	79.99	4-01- -190-283	Budget		121	1	
				Unclassified Expenses					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
CURRENT FUND	Investors Bank	Current Fund	Continued				
594	Citizens Bank	Continued					
24-00687	3	15" Cable Gun Lock	5.99	4-01- -190-283	Budget		122 1
				Unclassified Expenses			
24-00687	4	Elite Boxing Headgear	33.99	4-01- -190-283	Budget		123 1
				Unclassified Expenses			
24-00687	5	GYM Mens Jockstrap	12.49	4-01- -190-283	Budget		124 1
				Unclassified Expenses			
24-00687	6	Pro For Sho Ear Protection	20.68	4-01- -190-283	Budget		125 1
				Unclassified Expenses			
24-00687	7	MMA Gloves	29.99	4-01- -190-283	Budget		126 1
				Unclassified Expenses			
24-00687	8	Arrow T-50 Stapler and Staples	27.99	4-01- -190-283	Budget		127 1
				Unclassified Expenses			
24-00687	9	Shooting Glasses	11.99	4-01- -190-283	Budget		128 1
				Unclassified Expenses			
24-00687	10	Shock Dr NanoDoubleMouthGuard	24.86	4-01- -190-283	Budget		129 1
				Unclassified Expenses			
24-00687	11	3M Super 77 Spray Adhesive	11.91	4-01- -190-283	Budget		130 1
				Unclassified Expenses			
24-00736	1	American Heart Assoc BLS Cards	416.00	4-01- -190-276	Budget		144 1
				Training Aids & Program			
24-00736	2	Surcharge	12.48	4-01- -190-276	Budget		145 1
				Training Aids & Program			
24-00743	1	Tactical Eyewear	20.89	4-01- -190-283	Budget		146 1
				Unclassified Expenses			
24-00743	2	TOPS Legal Pads 8.5x14 12pk	75.66	4-01- -190-227	Budget		147 1
				Office Supplies & Materials			
24-00743	3	12" Rulers 6pk	5.98	4-01- -190-227	Budget		148 1
				Office Supplies & Materials			
24-00743	4	Post-it Notes 3x3 Yellow 18pk	95.58	4-01- -190-227	Budget		149 1
				Office Supplies & Materials			
24-00743	5	DVI to HDMI	12.68	4-01- -190-233	Budget		150 1
				Computer Expense			
24-00743	6	HDMI to VGA	18.78	4-01- -190-233	Budget		151 1
				Computer Expense			
24-00743	7	DisplayPort to HDMI 5pk	38.69	4-01- -190-233	Budget		152 1
				Computer Expense			
24-00762	1	Battery Replacement ES8	9.90	4-01- -190-238	Budget		182 1
				Janitorial, Household Exps.			
24-00762	2	Purell Mild Hand Soap Refills	248.00	4-01- -190-238	Budget		183 1
				Janitorial, Household Exps.			
24-00762	3	56 Gallon Bags 200 count	33.38	4-01- -190-238	Budget		184 1
				Janitorial, Household Exps.			
24-00762	4	18x18x18 Boxes	59.52	4-01- -190-227	Budget		185 1
				Office Supplies & Materials			
24-00762	5	Paint Pens	13.48	4-01- -190-227	Budget		186 1
				Office Supplies & Materials			
			<u>1,967.10</u>				
595	09/12/24	CITIZEN Citizens Bank		(Replacement of: CURRENT FUND 42211)			5888
24-00893	1	3 pk 1 Quart Sharps Container	12.75	4-01- -190-231	Budget		28 1
				Emergency & Safety Supplies			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
CURRENT FUND		Investors Bank		Continued					
595		Citizens Bank		Continued					
24-00893	2	12 pk Sharps Containers	44.70	4-01- -190-231	Budget		29	1	
				Emergency & Safety Supplies					
24-00936	1	Bounty Paper Towels (AMAZON)	33.18	4-01- -190-238	Budget		36	1	
				Janitorial, Household Exps.					
24-00936	2	Purell ES8 Mild Foam Soap	109.76	4-01- -190-238	Budget		37	1	
				Janitorial, Household Exps.					
24-00936	3	DELL M11XH Toner Cartridge	153.99	4-01- -190-258	Budget		38	1	
				Printing & Binding					
24-00994	1	vision board	90.62	4-01- -115-227	Budget		44	1	
				Office Supplies & Materials					
24-00994	2	zoom	159.00	4-01- -115-233	Budget		45	1	
				Computer Expenses					
24-00994	3	supplies	149.77	4-01- -155-232	Budget		46	1	
				General Supplies					
24-00994	4	money counter	419.99	4-01- -140-258	Budget		47	1	
				Printing & Binding					
24-00994	5	toner	45.18	4-01- -185-227	Budget		48	1	
				Office Supplies & materials					
24-00994	6	soap	58.57	4-01- -155-238	Budget		49	1	
				Janitorial, Household Expen.					
24-00994	7	labels & envelope sealers	43.15	4-01- -120-227	Budget		50	1	
				Office Supplies & Materials					
24-00994	8	dust off	39.44	4-01- -250-227	Budget		51	1	
				Office Supplies & Materials					
24-00994	9	first aid kit	23.83	4-01- -250-227	Budget		52	1	
				Office Supplies & Materials					
24-00994	10	supplies for scarecrow	133.58	4-01- -110-278	Budget		53	1	
				Community Relations					
24-00994	11	dog waste bags	13.16	4-01- -155-232	Budget		54	1	
				General Supplies					
24-00994	12	rackspace	335.39	4-01- -115-233	Budget		55	1	
				Computer Expenses					
24-00994	13	supplies	1,864.45	4-01- -110-278	Budget		56	1	
				Community Relations					
24-00995	1	rackspace	335.39	4-01- -190-233	Budget		57	1	
				Computer Expense					
24-00995	2	supplies	1,896.55	4-01- -245-202	Budget		58	1	
				Summer Camp					
			<u>5,962.45</u>						
596	09/12/24	CITIZEN Citizens Bank					5889		
24-00937	1	Grounded webinar	49.00	4-01- -190-276	Budget		4	1	
				Training Aids & Program					
24-01001	1	zoom	318.00	4-01- -115-233	Budget		1	1	
				Computer Expenses					
24-01001	2	rackspace	335.39	4-01- -190-233	Budget		2	1	
				Computer Expense					
24-01001	3	credit card purchases	4,945.60	4-01- -110-278	Budget		3	1	
				Community Relations					
			<u>5,647.99</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				
597	09/12/24	PERS State of New Jersey					5890
24-00040	16	Health ins Sept Retired	24,353.98	4-01- -175-393 Health Benefits Plan	Budget		2 1
24-00040	17	Health ins Sept active	3,662.63	4-01- -175-393 Health Benefits Plan	Budget		1 1
			<u>28,016.61</u>				
598	09/12/24	CLEARFLY Clearfly					5890
24-00030	10	telephone service	372.06	4-01- -283-459 Telephone	Budget		3 1
599	09/12/24	WAT01 WATCHUNG BORO. PAYROLL ACCT.					5890
24-00998	1	Watchung Boro Payroll	746.75	4-01- -160-111 Salary & wage	Budget		4 1
24-00998	2	Watchung Boro Payroll	2,083.33	4-01- -190-111 Salary & wage	Budget		5 1
24-00998	3	Watchung Boro Payroll	777.88	4-01- -190-111 Salary & wage	Budget		6 1
24-00998	4	Watchung Boro Payroll	277.95	4-01- -200-111 Salary & wage	Budget		7 1
24-00998	5	Watchung Boro Payroll	759.62	4-01- -255-111 Salary & wage	Budget		8 1
24-00998	6	Watchung Boro Payroll	875.00	4-01- -110-111 Salary & wage	Budget		9 1
24-00998	7	Watchung Boro Payroll	10,934.66	4-01- -115-111 Salary & wage	Budget		10 1
24-00998	8	Watchung Boro Payroll	6,604.97	4-01- -120-111 Salary & wage	Budget		11 1
24-00998	9	Watchung Boro Payroll	8,890.66	4-01- -130-111 Salary & wage	Budget		12 1
24-00998	10	Watchung Boro Payroll	3,492.31	4-01- -175-401 Health Insurance waiver	Budget		13 1
24-00998	11	Watchung Boro Payroll	2,407.66	4-01- -140-111 Salary & wage	Budget		14 1
24-00998	12	Watchung Boro Payroll	2,529.75	4-01- -150-111 Salary & wages	Budget		15 1
24-00998	13	Watchung Boro Payroll	12,462.41	4-01- -205-111 Salary & wage	Budget		16 1
24-00998	14	Watchung Boro Payroll	2,347.63	4-01- -205-112 Overtime	Budget		17 1
24-00998	15	Watchung Boro Payroll	1,755.00	4-01- -187-111 Salary & wage	Budget		18 1
24-00998	16	Watchung Boro Payroll	152,147.05	4-01- -190-111 Salary & wage	Budget		19 1
24-00998	17	Watchung Boro Payroll	13,957.87	4-01- -190-112 Overtime	Budget		20 1
24-00998	18	Watchung Boro Payroll	15,312.07	4-01- -205-111 Salary & wage	Budget		21 1
24-00998	19	Watchung Boro Payroll	3,617.21	4-01- -205-111 Salary & wage	Budget		22 1
24-00998	20	Watchung Boro Payroll	251.28	4-01- -205-111 Salary & wage	Budget		23 1

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									
599 WATCHUNG BORO. PAYROLL ACCT. Continued									
24-00998	21	Watchung Boro Payroll	1,250.00	4-01- -175-401	Budget		24	1	
				Health Insurance Waiver					
24-00998	22	Watchung Boro Payroll	7,514.86	4-01- -250-111	Budget		25	1	
				Salary & Wage					
24-00998	23	Watchung Boro Payroll	1,063.79	4-01- -265-111	Budget		26	1	
				Salary & Wage					
24-00998	24	Watchung Boro Payroll	2,820.45	4-01- -405-111	Budget		27	1	
				Salary & Wage					
24-00998	25	Watchung Boro Payroll	10,575.97	4-01- -310-218	Budget		28	1	
				Social Security / Medicare					
24-00998	26	Watchung Boro Payroll	57.87	4-01- -307-283	Budget		29	1	
				DCRP					
24-00998	27	Watchung Boro Payroll	0.00	4-01- -135-111	Budget		30	1	
				Salary & Wage					
24-00998	28	Watchung Boro Payroll	4,331.30	4-01- -135-111	Budget		31	1	
				Salary & Wage					
24-00998	29	Watchung Boro Payroll	4,464.68	4-01- -175-401	Budget		32	1	
				Health Insurance Waiver					
			273,807.42						
600 09/12/24 SCIA Somerset County Improv Auth 5890									
24-01002	1	bond payment	440,000.00	4-01- -655-201	Budget		33	1	
				Payment Of Bond Principal					
24-01002	2	bond payment	121,875.00	4-01- -660-201	Budget		34	1	
				Interest On Bonds					
24-01002	3	fees	2,605.60	4-01- -130-281	Budget		35	1	
				Prof. & Contr. Services-Other					
			564,480.60						
601 09/12/24 WAT01 WATCHUNG BORO. PAYROLL ACCT. 5891									
24-00960	1	Watchung Boro	2,083.33	4-01- -190-111	Budget		1	1	
				Salary & Wage					
24-00960	2	Watchung Boro	277.95	4-01- -190-111	Budget		2	1	
				Salary & Wage					
24-00960	3	Watchung Boro	1,747.25	4-01- -160-111	Budget		3	1	
				Salary & Wage					
24-00960	4	Watchung Boro	759.62	4-01- -255-111	Budget		4	1	
				Salary & Wage					
24-00960	5	Watchung Boro	875.00	4-01- -110-111	Budget		5	1	
				Salary & Wage					
24-00960	6	Watchung Boro	11,066.66	4-01- -115-111	Budget		6	1	
				Salary & Wage					
24-00960	7	Watchung Boro	212.89	4-01- -120-111	Budget		7	1	
				Salary & Wage					
24-00960	8	Watchung Boro	8,890.66	4-01- -130-111	Budget		8	1	
				Salary & Wage					
24-00960	9	Watchung Boro	3,355.38	4-01- -135-111	Budget		9	1	
				Salary & Wage					
24-00960	10	Watchung Boro	2,407.66	4-01- -140-111	Budget		10	1	
				Salary & Wage					

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						
601	WATCHUNG BORO. PAYROLL ACCT.	Continued							
24-00960	11	Watchung Boro	2,529.75	4-01- -150-111	Budget		11	1	
				Salary & Wages					
24-00960	12	Watchung Boro	12,462.41	4-01- -205-111	Budget		12	1	
				Salary & wage					
24-00960	13	Watchung Boro	564.73	4-01- -205-112	Budget		13	1	
				Overtime					
24-00960	14	Watchung Boro	1,845.00	4-01- -187-111	Budget		14	1	
				Salary & wage					
24-00960	15	Watchung Boro	152,147.05	4-01- -190-111	Budget		15	1	
				Salary & wage					
24-00960	16	Watchung Boro	10,696.11	4-01- -190-112	Budget		16	1	
				Overtime					
24-00960	17	Watchung Boro	11,933.11	4-01- -205-111	Budget		17	1	
				Salary & wage					
24-00960	18	Watchung Boro	2,448.01	4-01- -205-112	Budget		18	1	
				Overtime					
24-00960	19	Watchung Boro	7,514.86	4-01- -250-111	Budget		19	1	
				Salary & wage					
24-00960	20	Watchung Boro	1,063.79	4-01- -265-111	Budget		20	1	
				Salary & wage					
24-00960	21	Watchung Boro	2,820.45	4-01- -405-111	Budget		21	1	
				Salary & wage					
24-00960	22	Watchung Boro	9,596.97	4-01- -310-218	Budget		22	1	
				Social Security / Medicare					
24-00960	23	Watchung Boro	18.34	4-01- -307-283	Budget		23	1	
				DCRP					
24-00960	24	Watchung Boro	8,669.05	4-01- -120-111	Budget		24	1	
				Salary & wage					
			255,986.03						
42227	09/13/24	ACCSESNJ ACCSES New Jersey, Inc.					5893		
24-00032	10	custodial work	4,740.62	4-01- -205-273	Budget		24	1	
				Other Contractual Services					
42228	09/13/24	ACDAUGHT AC DAUGHTRY SECURITY SYSTEMS					5893		
24-00064	11	SECURITY/FIRE SYSTEM MONITOR	38.16	4-01- -155-273	Budget		28	1	
				Bldg.-Other Contracted Serv.					
42229	09/13/24	ADS Action Data Services					5893		
24-00024	23	payroll services	1,301.46	4-01- -130-281	Budget		18	1	
				Prof. & Contr. Services-Other					
24-00024	24	payroll services	621.48	4-01- -130-281	Budget		19	1	
				Prof. & Contr. Services-Other					
24-00024	25	payroll services	429.26	4-01- -130-281	Budget		20	1	
				Prof. & Contr. Services-Other					
			2,352.20						
42230	09/13/24	AEFAP Any Excuse For A Party					5893		
24-00928	1	Deposit - Harvest Festival	1,414.36	4-01- -245-203	Budget		91	1	
				Harvest Festival					

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							
42231	09/13/24	AIRGROUP Air Group LLC					5893
24-00067	6	2024 DPW HVAC REPAIRS	2,002.18	4-01- -155-284 HVAC Repairs	Budget		29 1
42232	09/13/24	AIRP AIRPOWER INTERNATIONAL					5893
24-00911	1	YEARLY SERVICE CONTRACT	2,150.00	4-01- -185-271 Equip. Repairs & Maint.	Budget		87 1
42233	09/13/24	ANIMALCO Animal Control Solutions					5893
24-00017	16	September animal control	1,677.00	4-01- -235-273 Other Contracted Service	Budget		12 1
42234	09/13/24	ATACARE AMERICAN TIRE & AUTO CARE					5893
24-00182	6	2024 FIRE DEPT. MAINT./REPAIRS	131.57	4-01- -185-269 Vehicle Repairs & Maint.	Budget		48 1
42235	09/13/24	AXONENTE Axon Enterprise, Inc.					5893
24-00900	1	Year 2 BWC,Redaction,Respond+	43,302.29	4-01- -190-271 Equip. Repair & Maint.	Budget		79 1
24-00901	1	Auto Tagging License+	4,429.06	4-01- -190-271 Equip. Repair & Maint.	Budget		80 1
24-00934	1	AXON Body Mount (Anchor)	1,097.25	4-01- -190-271 Equip. Repair & Maint.	Budget		93 1
			<u>48,828.60</u>				
42236	09/13/24	BATEM DIFRANCESCO, BATEMAN, COLEY,					5893
24-00023	53	Martino case	52.50	4-01- -145-279 Prof. & Cons. Serv. Legal	Budget		14 1
24-00023	54	capodagi/meridia	262.50	4-01- -145-279 Prof. & Cons. Serv. Legal	Budget		15 1
24-00023	56	July legal	5,967.50	4-01- -145-279 Prof. & Cons. Serv. Legal	Budget		16 1
24-00023	59	legal services tax appeals	4,515.00	4-01- -145-279 Prof. & Cons. Serv. Legal	Budget		17 1
			<u>10,797.50</u>				
42237	09/13/24	BEL VERIZON					5893
24-01024	1	September Payment	4,036.94	4-01- -283-459 Telephone	Budget		130 1
24-01024	2	September Payment	2,572.41	4-01- -283-459 Telephone	Budget		131 1
			<u>6,609.35</u>				
42238	09/13/24	CLEANAIR Clean Air Company Inc.					5893
24-00773	1	ANNUAL PMP EXHAUST SYSTEM MAIN	974.50	4-01- -185-281 Prof & Contr. Services-Other	Budget		66 1
42239	09/13/24	COMMS COMMUNICATIONS SPECIALISTS					5893
24-00965	1	Annual Radio Maintenance	9,844.80	4-01- -190-268 Communications Equip. Serv.	Budget		105 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							
42240	09/13/24	DAMATO James Damato					5893
24-00985	2	Block party water	92.28	4-01- -245-217 Special Events	Budget		115 1
42241	09/13/24	DAREAD DARE - Advocacy For					5893
24-00895	1	DARE Officer Training	950.00	4-01- -190-276 Training Aids & Program	Budget		76 1
42242	09/13/24	DEER ReadyRefresh by Nestle					5893
24-00093	8	PD Drinking Water Delivery	753.70	4-01- -155-232 General Supplies	Budget		34 1
42243	09/13/24	DRAE Draeger, Inc.					5893
23-00725	1	Alcotest 8510 System - NJ	15,300.00	3-01- -610-207 Police Department Equipment	Budget		3 1
23-00725	2	10 yr Service Agreement	3,100.00	3-01- -610-207 Police Department Equipment	Budget		4 1
23-00725	3	Dry Gas .10% 105L Ethanol/N2	400.00	3-01- -610-207 Police Department Equipment	Budget		5 1
23-00725	4	Mouthpiece Classic w/valve x25	125.00	3-01- -610-207 Police Department Equipment	Budget		6 1
23-00725	5	UPS Pro, 8 Outlet,AVR,LCD	380.00	3-01- -610-207 Police Department Equipment	Budget		7 1
			19,305.00				
42244	09/13/24	DRB D&R BOAT WORLD					5893
24-00079	3	2024 BOAT SERVICES/REPAIRS	300.54	4-01- -185-269 Vehicle Repairs & Maint.	Budget		30 1
42245	09/13/24	DSP DEBLYN SCREEN PRINTERS					5893
24-00923	1	2024 DPW CLOTHING EXPENSE	3,300.00	4-01- -205-239 Uniforms, Clothing Expense	Budget		89 1
42246	09/13/24	EAI EDMUNDS & ASSOCIATES, INC.					5893
24-00054	5	blank tax bills	37.00	4-01- -140-258 Printing & Binding	Budget		27 1
42247	09/13/24	ECH ECHOES SENTINEL					5893
24-00889	1	ORD 13	23.46	4-01- -120-255 Advertising Costs	Budget		73 1
24-00890	1	ORD 12	23.46	4-01- -120-255 Advertising Costs	Budget		74 1
			46.92				
42248	09/13/24	ENCOREFI ENCORE FIRE PROTECTION					5893
24-00090	1	2024 EXTINGUISHERS	1,241.00	4-01- -155-273 Bldg.-Other Contracted Serv.	Budget		31 1
42249	09/13/24	ERICKSON Brian Erickson					5893
24-00991	1	historic editing services	300.00	4-01- -280-273 Other Contracted Services	Budget		117 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							
42250	09/13/24	EXTECHOP Extech Operating LLC					5893
24-00646	2	Pressure Treated Lumber	650.00	4-01- -610-201	Budget		56 1
				Infrastructure Improvements			
42251	09/13/24	FCS FANWOOD CRUSHED STONE					5893
24-00163	2	2024 DPW STONE PURCHASE	426.56	4-01- -205-242	Budget		44 1
				Asphalt, Paving Materials			
42252	09/13/24	FEDEX FEDEX					5893
24-00029	21	mailing	316.71	4-01- -160-281	Budget		21 1
				Prof. & Cons. Servs. Other			
24-00029	22	mailing	602.85	4-01- -160-281	Budget		22 1
				Prof. & Cons. Servs. Other			
24-00029	23	mailing	418.00	4-01- -160-281	Budget		23 1
				Prof. & Cons. Servs. Other			
			<u>1,337.56</u>				
42253	09/13/24	FITRITEU FIT-RITE UNIFORM CO., INC.					5893
24-00973	1	UNIFORM	604.95	4-01- -185-239	Budget		107 1
				Uniforms, Clothing Expense			
24-00973	2	UNIFORM	604.95	4-01- -185-239	Budget		108 1
				Uniforms, Clothing Expense			
			<u>1,209.90</u>				
42254	09/13/24	FLOCK005 Flock Group, Inc					5893
24-00933	1	Flock Safety Falcon LPR	15,000.00	4-01- -190-273	Budget		92 1
				Other Contractual Service			
24-00946	1	Flock LPR Repair	500.00	4-01- -190-271	Budget		94 1
				Equip. Repair & Maint.			
			<u>15,500.00</u>				
42255	09/13/24	FUN FUN SERVICES					5893
24-00832	1	Movie Night - 9/13/2024	1,250.00	4-01- -245-217	Budget		70 1
				Special Events			
42256	09/13/24	GLS GROVE LOCK & SAFE CO.					5893
24-00111	3	2024 DPW REPAIR/MAINTENANCE	204.55	4-01- -155-273	Budget		35 1
				Bldg.-Other Contracted Serv.			
42257	09/13/24	GPU JCP & L					5893
24-01016	1	September Payment	5.44	4-01- -283-263	Budget		126 1
				Electricity			
42258	09/13/24	GREATAM1 Great American Sign Company					5893
24-00213	2	Borough Seal Decals	196.00	4-01- -245-245	Budget		50 1
				Signs			
42259	09/13/24	HANCE WILLIAM HANCE					5893
24-00007	20	Rackspace 9/18	957.00	4-01- -115-233	Budget		10 1
				Computer Expenses			

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						
42259		WILLIAM HANCE	Continued						
24-00007	21	Recreation BJs supplies	422.46	4-01- -245-217 Special Events	Budget		11		1
			<u>1,379.46</u>						
42260	09/13/24	HODE2 HOME DEPOT CREDIT SERVICES					5893		
24-00120	8	2024 DPW PURCHASES	2,762.18	4-01- -205-244 Hardware and Minor Tools	Budget		37		1
42261	09/13/24	HOFF HOFFMAN TIRE CO., INC.					5893		
24-00119	3	2024 DPW REPAIR/SERVICE	25.00	4-01- -205-249 Tires and Tubes	Budget		36		1
42262	09/13/24	IFPI INSTITUTE FOR FORENSIC PSYCH.					5893		
24-00964	1	Pre-Employment Psychological	550.00	4-01- -190-282 Specialized Services	Budget		104		1
42263	09/13/24	IIMC INT. INSTITUTE OF MUN. CLERKS					5893		
24-00947	1	IIMC Membership Renewal	185.00	4-01- -120-256 Membership Dues	Budget		95		1
42264	09/13/24	INTERGLO Interglobe Communications					5893		
24-01017	1	September Payment	1,210.69	4-01- -283-459 Telephone	Budget		127		1
42265	09/13/24	JSSP JOHNSTONE SUPPLY- S.PLAINFIELD					5893		
24-00124	5	2024 DPW PURCHASES/SUPPLIES	317.04	4-01- -155-284 HVAC Repairs	Budget		38		1
42266	09/13/24	KPI KPI Tactical					5893		
24-00977	1	KPI PPE Kits	800.00	4-01- -190-231 Emergency & Safety Supplies	Budget		110		1
24-00977	2	Shipping	20.00	4-01- -190-231 Emergency & Safety Supplies	Budget		111		1
			<u>820.00</u>						
42267	09/13/24	LANGU LANGUAGE LINE SERVICES					5893		
24-00325	3	court interpreter	181.90	4-01- -405-282 Specialized Services	Budget		53		1
42268	09/13/24	LEDACGON Leda C Gonzalez, Interpreter					5893		
24-00696	4	court interpreter	390.00	4-01- -405-282 Specialized Services	Budget		58		1
42269	09/13/24	LINNU FRANCIS P LINNUS ESQ					5893		
24-00949	3	PB General August	703.00	4-01- -160-279 Prof. & Cons. Servs. Legal	Budget		96		1
24-00949	4	BB Litigation	92.50	4-01- -160-279 Prof. & Cons. Servs. Legal	Budget		97		1
24-00949	5	Weldon Litigation	379.25	4-01- -160-279 Prof. & Cons. Servs. Legal	Budget		98		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND		Investors Bank Current Fund	Continued						
42269	FRANCIS P	LINNUS ESQ	Continued						
24-00949	6	Watchung general PB	1,250.00	4-01- -160-279	Budget		99	1	
				Prof. & Cons. Servs. Legal					
24-00951	1		55.50	4-01- -160-281	Budget		100	1	
				Prof. & Cons. Servs. Other					
			<u>2,480.25</u>						
42270	09/13/24	LMON LINDA MONETTI					5893		
24-00780	5	health insurance reimbursement	1,053.40	4-01- -175-393	Budget		68	1	
				Health Benefits Plan					
42271	09/13/24	MCPSTA MORRIS COUNTY PUBLIC SAFETY					5893		
24-00245	1	Property/Evidence Management	25.00	4-01- -190-276	Budget		52	1	
				Training Aids & Program					
42272	09/13/24	MGL MGL PRINTING SOLUTIONS					5893		
24-00956	1		629.00	4-01- -120-227	Budget		103	1	
				Office Supplies & Materials					
42273	09/13/24	MORPHO IDEMIA					5893		
24-00967	1	LiveScan Annual Maintenance	3,765.99	4-01- -190-273	Budget		106	1	
				Other Contractual Service					
42274	09/13/24	MPI WOODS MACHINERY					5893		
24-00166	4	2024 DPW SUPPLIES	2,340.41	4-01- -205-254	Budget		46	1	
				Other Materials & Supplies					
42275	09/13/24	MPOVERHE MP OVERHEAD DOORS					5893		
24-00132	2	2024 DPW MAINTENANCE/REPAIRS	482.50	4-01- -155-266	Budget		39	1	
				Building Repair & Maintenance					
42276	09/13/24	NJAWC NJ AMERICAN WATER					5893		
24-01026	1	NJ American water Library	250.00	4-01- -415-464	Budget		133	1	
				Water					
24-01026	2	Stonegate Hydrants	1.98	4-01- -283-664	Budget		134	1	
				Water (fire hydrant)					
24-01026	3	Stonegate Hydrants	34,670.97	4-01- -283-664	Budget		135	1	
				Water (fire hydrant)					
			<u>34,922.95</u>						
42277	09/13/24	NJCOP N.J.S.A.C.O.P.					5893		
24-00894	1	Front Line Supervision	1,800.00	4-01- -190-276	Budget		75	1	
				Training Aids & Program					
42278	09/13/24	NJFE NJ FIRE EQUIPMENT CO.					5893		
24-00181	11	scott harness & gloves	2,610.32	4-01- -610-205	Budget		47	1	
				Fire Department Equipment					
42279	09/13/24	NJHMG005 New Jersey Hills Media Group					5893		
24-00927	1	BoA August	24.48	4-01- -165-255	Budget		90	1	
				Advertising & Promotional					

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					
42279		New Jersey Hills Media Group		Continued					
24-00953	1	OR 24/13	18.36	4-01- -120-255 Advertising Costs	Budget		101		1
24-00954	1	OR 24/14	23.46	4-01- -120-255 Advertising Costs	Budget		102		1
			<u>66.30</u>						
42280	09/13/24	NJLM NJ LEAGUE OF MUNICIPALITIES							5893
24-00833	1	Webinar- Future of OPRA	45.00	4-01- -160-276 Training Aids & Program	Budget		71		1
24-00983	1	2024 Registrations NJLM	240.00	4-01- -110-274 Conference Expense	Budget		113		1
24-00983	1	2024 Registrations NJLM	60.00	4-01- -115-276 Training Aids & Programs	Budget		113		2
24-00983	1	2024 Registrations NJLM	120.00	4-01- -120-274 Conference Expense	Budget		113		3
24-00983	1	2024 Registrations NJLM	60.00	4-01- -155-276 Training Aids & Programs	Budget		113		4
24-00984	1	NJLM Ticketed Events (3)	145.00	4-01- -110-274 Conference Expense	Budget		114		1
24-01003	1	LEGISLATIVE BULLETIN SUB	7.00	4-01- -120-256 Membership Dues	Budget		120		1
			<u>677.00</u>						
42281	09/13/24	NJRA New Jersey Registrars' Associa							5893
24-00899	1	GIL NJRA REGISTRATION	100.00	4-01- -120-274 Conference Expense	Budget		78		1
42282	09/13/24	NRTCTA NRTCTA							5893
24-00777	2	Membership: William J. Hance	10.00	4-01- -135-256 Membership Dues	Budget		67		1
42283	09/13/24	OPRS OCEAN RESORT							5893
24-00665	1	Housing 4 NJLM Annual Conf	2,569.76	4-01- -110-274 Conference Expense	Budget		57		1
24-00665	1	Housing 4 NJLM Annual Conf	524.12	4-01- -120-274 Conference Expense	Budget		57		2
24-00665	1	Housing 4 NJLM Annual Conf	1.06	4-01- -205-274 Conference Expense	Budget		57		3
24-00665	1	Housing 4 NJLM Annual Conf	1.06	4-01- -115-276 Training Aids & Programs	Budget		57		4
			<u>3,096.00</u>						
42284	09/13/24	OPTIMUM Optimum							5893
24-01020	1	September Payment	321.88	4-01- -283-459 Telephone	Budget		129		1
42285	09/13/24	PARSA P.A.R.S.A.							5893
24-00432	8	maintenance program	6,440.50	4-01- -450-201 PARSA	Budget		55		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
42286	09/13/24	PERS State of New Jersey					5893
24-00781	2	Monetti insurance retired	516.82	4-01- -175-393 Health Benefits Plan	Budget		69 1
42287	09/13/24	PINTO PINTO BROTHERS					5893
24-00139	6	2024 8-YD ROLL-OFF CONTAINER	364.25	4-01- -155-273 Bldg.-Other Contracted Serv.	Budget		40 1
42288	09/13/24	PORTER Porter Lee Corporation					5893
24-00903	1	white barcode labels 4"x5"	258.00	4-01- -190-258 Printing & Binding	Budget		82 1
24-00903	2	RESIN RIBBON	47.62	4-01- -190-258 Printing & Binding	Budget		83 1
24-00903	3	SHIPPING & HANDLING	34.15	4-01- -190-258 Printing & Binding	Budget		84 1
			<u>339.77</u>				
42289	09/13/24	PSEG PSE&G CO.					5893
24-01013	1	Street Lighting	18,946.10	4-01- -283-263 Electricity	Budget		122 1
24-01013	2	Building Electricity	1,257.78	4-01- -283-163 Electricity	Budget		123 1
24-01013	3	Building Gas	10,096.22	4-01- -283-362 Heating/AC	Budget		124 1
24-01013	4	Building Gas	489.25	4-01- -225-263 Gas & Electric	Budget		125 1
			<u>30,789.35</u>				
42290	09/13/24	RAP READ AUTO PARTS					5893
24-00143	5	2024 DPW REPAIRS/PARTS	624.93	4-01- -205-247 Vehicular Parts & Accessories	Budget		41 1
42291	09/13/24	RCFORGS RUTGERS CENTER FOR GOV. SERVIC					5893
24-00850	1	Third Class PZ3033	431.00	4-01- -160-276 Training Aids & Program	Budget		72 1
42292	09/13/24	REMINGTO Remington & Vernick Engineers					5893
23-00557	19	2023 Roadway Improvements	1,744.15	3-01- -610-201 Infrastructure Improvements	Budget		1 1
23-00557	20	2024 Roadway Improvements	3,496.21	3-01- -610-201 Infrastructure Improvements	Budget		2 1
24-00201	8	Stormwater outfall mapping	3,300.00	3-01- -610-201 Infrastructure Improvements	Budget		49 1
24-00996	17	engineering services	1,297.20	4-01- -150-281 Prof. & Cons. Serv. Other	Budget		118 1
24-00996	18	engineering services	14,314.55	4-01- -610-201 Infrastructure Improvements	Budget		119 1
			<u>24,152.11</u>				
42293	09/13/24	RG Ruderman & Roth LLC					5893
24-00021	4	labor attorney services	627.00	3-01- -145-211 Labor Attorney	Budget		13 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num.	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND Investors Bank Current Fund Continued									
42294	09/13/24	RICCI Asha Ricci					5893		
24-01019	1	camp refund	350.00	4-01- -245-202 Summer Camp	Budget		128		1
42295	09/13/24	RUT RUTGERS UNIVERSITY					5893		
24-00989	1	PUBLIC WORKS REVIEW CLASS	390.00	4-01- -205-276 Training Aids & Programs	Budget		116		1
42296	09/13/24	SCESTA SOMERSET COUNTY EMERGENCY					5893		
24-00974	1	FIREFIGHTER I TRAINING	1,200.00	4-01- -185-276 Training Aids & Programs	Budget		109		1
42297	09/13/24	SDT SPARTA DISCOUNT TIRE, INC.					5893		
24-00764	1	245/55R18 Eagle Enforcerwinter	1,240.00	4-01- -190-249 Tire & Tubes	Budget		60		1
24-00764	2	255/60R18 Eagle Enforcerwinter	3,792.00	4-01- -190-249 Tire & Tubes	Budget		61		1
24-00764	3	265/60R17 Eagle RSA	520.00	4-01- -190-249 Tire & Tubes	Budget		62		1
24-00764	4	275/65R18 Wrangler Adventure	792.00	4-01- -190-249 Tire & Tubes	Budget		63		1
			<u>6,344.00</u>						
42298	09/13/24	SFL Sirchie Acquisition Company					5893		
24-00769	1	Urine Specimen Collection Kits	40.80	4-01- -190-232 General Supplies, NOC	Budget		64		1
24-00769	2	Shipping and Handling	17.62	4-01- -190-232 General Supplies, NOC	Budget		65		1
			<u>58.42</u>						
42299	09/13/24	STL N.J. STATE TOXICOLOGY LAB					5893		
24-00244	1	Random Drug Tests	135.00	4-01- -190-282 Specialized Services	Budget		51		1
24-00896	1	Applicant Test 01/29/2024	45.00	4-01- -190-282 Specialized Services	Budget		77		1
			<u>180.00</u>						
42300	09/13/24	SWANK SWANK MOTION PICTURES, INC.					5893		
24-01012	1	License to show movie	465.00	4-01- -245-217 Special Events	Budget		121		1
42301	09/13/24	TARGSOL Target Solutions Learning					5893		
24-00363	1	Guardian Tracking Renewal	2,318.05	4-01- -190-276 Training Aids & Program	Budget		54		1
42302	09/13/24	TTSI TIMETRACK SYSTEMS INC.					5893		
24-00039	9	time clock service	114.75	4-01- -130-281 Prof. & Contr. Services-Other	Budget		25		1
24-00039	10	time clock service	114.75	4-01- -130-281 Prof. & Contr. Services-Other	Budget		26		1
			<u>229.50</u>						

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									
42303	09/13/24	UGIES UGI Energy Services LLC					5893		
24-01025	1	September Payment	514.49	4-01- -283-362 Heating/AC	Budget		132	1	
42304	09/13/24	UPS THE UPS STORE					5893		
24-00092	4	Monthly Shipping for PD	43.22	4-01- -190-257 Postage	Budget		32	1	
24-00092	5	Monthly Shipping for PD	43.68	4-01- -190-257 Postage	Budget		33	1	
			<u>86.90</u>						
42305	09/13/24	VERFLEET Verizon - Connect NWF, Inc.					5893		
24-00763	1	Verizon Reveal Monthly Service	227.56	4-01- -190-268 Communications Equip. Serv.	Budget		59	1	
24-00902	1	Verizon Monthly Reveal Service	255.20	4-01- -190-268 Communications Equip. Serv.	Budget		81	1	
24-00978	1	Monthly Verizon Reveal GPS	255.20	4-01- -190-268 Communications Equip. Serv.	Budget		112	1	
			<u>737.96</u>						
42306	09/13/24	WAC WELDON ASPHALT COMPANY					5893		
24-00164	5	2024 DPW ASPHALT MATERIAL	329.58	4-01- -205-242 Asphalt, Paving Materials	Budget		45	1	
42307	09/13/24	WAI WITMER PUBLIC SAFETY GROUP					5893		
24-00904	1	SAW BLADE 14" DIAM.	178.39	4-01- -185-246 Equip. & Machinery Parts	Budget		85	1	
24-00904	2	CUSTOM EMBROIDERED LOGO	67.79	4-01- -185-239 Uniforms, Clothing Expense	Budget		86	1	
			<u>246.18</u>						
42308	09/13/24	WAR01 Costello's Ace Hardware					5893		
24-00161	8	2024 DPW MATERIALS/SUPPLIES	295.89	4-01- -155-232 General Supplies	Budget		42	1	
42309	09/13/24	WBBOE WATCHUNG BOROUGH BOARD OF ED					5893		
24-00001	10	school taxes October	1,517,415.00	4-01- -901-999 WAT BD OF ED TAXES PAYABLE	Budget		8	1	
42310	09/13/24	WHRHS WATCHUNG HILLS REG.HIGH SCHOOL					5893		
24-00002	10	school taxes October	671,896.00	4-01- -902-999 WHRHS TAXES PAYABLE	Budget		9	1	
42311	09/13/24	WPCLLC WARRENVILLE PLUMBING & CO.,LLC					5893		
24-00162	6	2024 MAINTENANCE/REPAIRS	1,900.00	4-01- -155-266 Building Repair & Maintenance	Budget		43	1	
42312	09/13/24	WWJ GANNETT NY-NJ NEWSPAPERS					5893		
24-00914	1		10.85	4-01- -165-255 Advertising & Promotional	Budget		88	1	

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									
42313	09/13/24	ASAP ASAP MAILING MARKETING					5900		
24-01029	1	2024 FALL/WINTER NEWSLETTER	937.63	4-01- -110-278 Community Relations	Budget		1	1	
Checking Account Totals									
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:	129	1	3,713,098.65	5,962.45			
		Direct Deposit:	0	0	0.00	0.00			
		Total:	129	1	3,713,098.65	5,962.45			
GRANT FUND Investors Savings Grant Fund									
3128	09/13/24	BRIGHTVI Bright View Engineering, LLC					5897		
24-00975	2	storm water ord	1,837.50	G-03- -585-203 American Rescue Plan 2022	Budget		1	1	
Checking Account Totals									
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:	1	0	1,837.50	0.00			
		Direct Deposit:	0	0	0.00	0.00			
		Total:	1	0	1,837.50	0.00			
PNC DEV ESCROW Investors Developer Escrow									
15629	09/13/24	BATEM DIFRANCESCO, BATEMAN, COLEY,					5894		
24-00023	57	Bonnie Burn Road	16.53	E-PB19-01 Bonnie Burn Road Redevelopment	Project		1	1	
24-00023	58	Bonnie Burn Road	368.47	E-PB24-01 Bonnie Burn Rd PB19-01	Project		2	1	
			<u>385.00</u>						
15630	09/13/24	BRIGHTVI Bright View Engineering, LLC					5894		
24-00891	1	Blue Star	15,400.00	E-BLUESTA1 Blue Star Inspection Escrow	Project		3	1	
24-00892	1	Bonnie Burn Site Plan review	1,050.00	E-PB24-01 Bonnie Burn Rd PB19-01	Project		4	1	
24-00915	1		2,756.25	E-PB24-01 Bonnie Burn Rd PB19-01	Project		5	1	
24-00915	2		16,883.75	E-BLUESTA1 Blue Star Inspection Escrow	Project		6	1	
24-00975	1	Bonnie Burn Next Steps	1,006.25	E-PB24-01 Bonnie Burn Rd PB19-01	Project		11	1	
			<u>37,096.25</u>						
15631	09/13/24	LINNU FRANCIS P LINNUS ESQ					5894		
24-00949	1	August Bills	564.25	E-PB24-02 Raising Cane's	Project		7	1	
24-00949	2	BB Amended Site Plan	684.50	E-PB24-01 Bonnie Burn Rd PB19-01	Project		8	1	
			<u>1,248.75</u>						
15632	09/13/24	NJHMG005 New Jersey Hills Media Group					5894		
24-00952	1		29.58	E-BA24-04 74 Lakeview Ave BA24-04	Project		9	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num.	Ref Seq	Acct
PNC DEV ESCROW		Investors Developer Escrow	Continued						
15632	New Jersey Hills	Media Group	Continued						
24-00952	2		31.62	E-PB24-01	Project		10	1	
			<u>61.20</u>	Bonnie Burn Rd PB19-01					
15633	09/13/24	REMINGTO Remington & Vernick Engineers				09/13/24 VOID		0	
15634	09/13/24	REMINGTO Remington & Vernick Engineers						5894	
24-00996	1	engineering services	256.25	E-E22-0272	Project		12	1	
				25 Price Drive 22-00272					
24-00996	2	engineering services	135.66	E-E03-38	Project		13	1	
				245 High Tor Dr					
24-00996	3	engineering services	31.52	E-E04-193	Project		14	1	
				50 Sequoia Dr					
24-00996	4	engineering services	5.54	E-E04-224	Project		15	1	
				101 Washington Rock Rd					
24-00996	5	engineering services	118.17	E-E05-08	Project		16	1	
				35 Crestwood Dr					
24-00996	6	engineering services	240.00	E-E06-145	Project		17	1	
				52 Redmont Dr					
24-00996	7	engineering services	93.46	E-E06-152	Project		18	1	
				71 Dogwood Lane					
24-00996	8	engineering services	41.57	E-E06-167	Project		19	1	
				90 Hughes Lane					
24-00996	9	engineering services	178.75	E-E06-219	Project		20	1	
				10 Dawn Way					
24-00996	10	engineering services	152.50	E-E06-37	Project		21	1	
				40 Ridge Road E06-37					
24-00996	11	engineering services	36.05	E-E06-91	Project		22	1	
				170 Parlin Lane					
24-00996	12	engineering services	28.75	E-E07-109	Project		23	1	
				109 Mountain Boulevard E07-109					
24-00996	13	engineering services	77.95	E-E07-152	Project		24	1	
				95 Valley View Road E07-152					
24-00996	14	engineering services	58.66	E-E08-132	Project		25	1	
				59 Stanie Glen Road					
24-00996	15	engineering services	199.50	E-E08-190	Project		26	1	
				799 Mountain Boulevard					
24-00996	16	engineering services	453.92	E-E11-067	Project		27	1	
				400 Johnston Drive					
24-01014	1	1640 Route 22 engineering	1,475.00	E-SERITAG6	Project		28	1	
				Engineering Inspection					
24-01015	1	engineering services	66.50	E-E22-0078	Project		29	1	
				448 Johnston Drive GCP22-0078					
24-01015	2	engineering services	213.75	E-E22-0059	Project		30	1	
				736 Johnston Drive					
24-01015	3	engineering services	200.00	E-E24-0094	Project		31	1	
				BJ's developer agreement insp					
24-01015	4	engineering services	200.00	E-E15-119	Project		32	1	
				215 Mountain Boulevard					
24-01015	5	engineering services	200.00	E-E24-0094	Project		33	1	
				BJ's developer agreement insp					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
PNC DEV ESCROW Investors Developer Escrow Continued									
15634		Remington & Vernick Engineers							
24-01015	6	engineering services	200.00	E-E24-0093 105 Washington Rock Road	Project		34	1	
24-01015	7	engineering services	200.00	E-E24-0094 BJ's developer agreement insp	Project		35	1	
24-01015	8	engineering services	400.00	E-E24-0158 270 Valley Drive gcp24-00158	Project		36	1	
24-01015	9	engineering services	200.00	E-E24-0158 270 Valley Drive gcp24-00158	Project		37	1	
24-01015	10	engineering services	200.00	E-E24-0161 121 Stanie Brae Drive gcp24161	Project		38	1	
24-01015	11	engineering services	200.00	E-BA23-03 109 Wildwood Terrace	Project		39	1	
24-01015	12	engineering services	200.00	E-E15-047 317 Valley Road E15-047	Project		40	1	
24-01015	13	engineering services	200.00	E-E24-0164 936 Valley Road GCP24-164	Project		41	1	
24-01015	14	engineering services	170.00	E-E24-0158 270 Valley Drive gcp24-00158	Project		42	1	
24-01015	15	engineering services	249.75	E-E24-0094 BJ's developer agreement insp	Project		43	1	
			<u>6,683.25</u>						
15635 09/13/24 WAT03 WATCHUNG BOROUGH CURRENT FUND 5894									
24-01018	1	land disturbance permit	20.00	E-E24-0093 105 Washington Rock Road	Project		44	1	
24-01018	2	land disturbance permit	20.00	E-E24-0168 317 Valley Road Skowronski	Project		45	1	
24-01018	3	land disturbance permit	20.00	E-E24-0020 50 Sequoia Drive 24-00020	Project		46	1	
			<u>60.00</u>						
Checking Account Totals									
		Paid	Void	Amount Paid	Amount Void				
Checks:		6	1	45,534.45	0.00				
Direct Deposit:		0	0	0.00	0.00				
Total:		6	1	45,534.45	0.00				
PNC OTHER ESC Investors Savings Other Escrow									
172	09/12/24	WAT01 WATCHUNG BORO. PAYROLL ACCT.					5892		
24-00999	1	Watchung Boro PD Payroll	24,947.50	T-93- -100-5ED Extra Duty Solutions Funds	Budget		1	1	
173	09/12/24	WAT01 WATCHUNG BORO. PAYROLL ACCT.					5892		
24-00961	1	Watchung Boro PD Payroll	18,700.00	T-93- -100-5ED Extra Duty Solutions Funds	Budget		2	1	
15470	09/13/24	GRI GENERAL RECREATION, INC.					5899		
24-00944	1	Replace Plaque - ARD	215.00	T-93- -100-103 T & B Donations	Budget		3	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num.
PO #	Item	Description				Contract	Ref Seq Acct
PNC OTHER ESC Investors Savings Other Escrow Continued							
15471	09/13/24	REEFCO Reefco Aquarium Service, LLC					5899
24-00035	8	library aquarium services	112.99	T-93- -100-110	Budget		1 1
				Watchung Public Library Advisory Board			
24-00035	9	library aquarium services	100.00	T-93- -100-110	Budget		2 1
				Watchung Public Library Advisory Board			
			<u>212.99</u>				
15472 09/13/24 WAT01 WATCHUNG BORO. PAYROLL ACCT.							
24-00958	1	Watchung Boro PD Payroll	26,137.50	T-93- -100-5ED	Budget		5899 4 1
				Extra Duty Solutions Funds			
24-00958	2	Watchung Boro PD Payroll	180.00	T-93- -100-502	Budget		5 1
				Levin Management (Blue Star)			
			<u>26,317.50</u>				
15473 09/13/24 WAT03 WATCHUNG BOROUGH CURRENT FUND							
24-00959	1	Watchung Boro Admin Fees	6,754.00	T-93- -100-5ED	Budget		5899 6 1
				Extra Duty Solutions Funds			
24-00959	2	Watchung Boro Admin Fees	38.00	T-93- -100-5ED	Budget		7 1
				Extra Duty Solutions Funds			
24-00962	1	Watchung Boro PD Fees	4,840.00	T-93- -100-5ED	Budget		8 1
				Extra Duty Solutions Funds			
24-01000	1	Watchung Boro PD Fees	6,237.00	T-93- -100-5ED	Budget		9 1
				Extra Duty Solutions Funds			
			<u>17,869.00</u>				
Checking Account Totals							
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
		Checks:	6	0	88,261.99	0.00	
		Direct Deposit:	0	0	0.00	0.00	
		Total:	<u>6</u>	<u>0</u>	<u>88,261.99</u>	<u>0.00</u>	
WCF Watchung Community Foundation							
165	09/13/24	DAMATO James Damato					5901
24-00985	1	gift card purchase	201.00	w-99- -100-110	Budget		1 1
				COVID-19 Donations			
Checking Account Totals							
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
		Checks:	1	0	201.00	0.00	
		Direct Deposit:	0	0	0.00	0.00	
		Total:	<u>1</u>	<u>0</u>	<u>201.00</u>	<u>0.00</u>	
Report Totals							
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
		Checks:	149	2	4,023,780.94	5,962.45	
		Direct Deposit:	0	0	0.00	0.00	
		Total:	<u>149</u>	<u>2</u>	<u>4,023,780.94</u>	<u>5,962.45</u>	

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	3-01	28,472.36	0.00	0.00	28,472.36
Current Fund	4-01	3,684,626.29	0.00	0.00	3,684,626.29
Capital Fund	C-02	174,027.65	0.00	0.00	174,027.65
	D-11	7.20	0.00	0.00	7.20
Grant Fund	G-03	1,837.50	0.00	0.00	1,837.50
	H-06	812.50	0.00	0.00	812.50
	T-93	88,261.99	0.00	0.00	88,261.99
	W-99	201.00	0.00	0.00	201.00
Total of All Funds:		<u>3,978,246.49</u>	<u>0.00</u>	<u>0.00</u>	<u>3,978,246.49</u>

DRAFT

Project Description	Project No.	Project Total
109 Wildwood Terrace	E-BA23-03	200.00
74 Lakeview Ave BA24-04	E-BA24-04	29.58
Blue Star Inspection Escrow	E-BLUESTA1	32,283.75
245 High Tor Dr	E-E03-38	135.66
50 Sequoia Dr	E-E04-193	31.52
101 Washington Rock Rd	E-E04-224	5.54
35 Crestwood Dr	E-E05-08	118.17
52 Redmont Dr	E-E06-145	240.00
71 Dogwood Lane	E-E06-152	93.46
90 Hughes Lane	E-E06-167	41.57
10 Dawn Way	E-E06-219	178.75
40 Ridge Road E06-37	E-E06-37	152.50
170 Parlin Lane	E-E06-91	36.05
109 Mountain Boulevard E07-109	E-E07-109	28.75
95 Valley View Road E07-152	E-E07-152	77.95
59 Stanie Glen Road	E-E08-132	58.66
799 Mountain Boulevard	E-E08-190	199.50
400 Johnston Drive	E-E11-067	453.92
317 Valley Road E15-047	E-E15-047	200.00
215 Mountain Boulevard	E-E15-119	200.00
736 Johnston Drive	E-E22-0059	213.75
448 Johnston Drive GCP22-0078	E-E22-0078	66.50
25 Price Drive 22-00272	E-E22-0272	256.25
50 Sequoia Drive 24-00020	E-E24-0020	20.00
105 Washington Rock Road	E-E24-0093	220.00
BJ's developer agreement insp	E-E24-0094	849.75
270 Valley Drive gcp24-00158	E-E24-0158	770.00

Project Description	Project No.	Project Total
121 Stanie Brae Drive gcp24161	E-E24-0161	200.00
936 Valley Road GCP24-164	E-E24-0164	200.00
317 Valley Road Skowronski	E-E24-0168	20.00
Bonnie Burn Road Redevelopment	E-PB19-01	16.53
Bonnie Burn Rd PB19-01	E-PB24-01	5,897.09
Raising Cane's	E-PB24-02	564.25
Engineering Inspection	E-SERITAG6	1,475.00
Total of All Projects:		<u>45,534.45</u>

DRAFT

**BOROUGH OF WATCHUNG
RESOLUTION: R4**

A RESOLUTION TO ACCEPT A GRANT FROM THE STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, OFFICE OF THE ATTORNEY GENERAL, IN THE AMOUNT OF \$45,150.00 UNDER THE FY2024 SAFE AND SECURE COMMUNITIES PROGRAM, SUBAWARD GRANT NUMBER 25-1821, AND AUTHORIZING THE MAYOR AND POLICE CHIEF, TO EXECUTE AND THE BOROUGH CLERK, TO ATTEST TO A SUBGRANT AWARD, AND ALL DOCUMENTS IN CONNECTION WITH THIS GRANT.

WHEREAS, the Borough of Watchung was awarded funding for a project under the Safe and Secure Communities Program, and

WHEREAS, the Mayor and Council has reviewed the accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and the Borough of Watchung for the purpose described in the application;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council that:

1. As a matter of public policy, the Borough of Watchung wishes to participate to the fullest extent possible with the Department of Law and Public Safety and accepts this Safe & Secure Grant.
2. The Borough is authorized to accept a subaward grant from the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, in the amount of \$45,150.00, under the Safe and Secure Communities Program Grant # 25-1821, with a match and fringe benefits, for a total project cost of \$334,344.00.
3. The Mayor and Police Chief are authorized to execute and the Borough Clerk to attest to a subgrant award in connection with this grant, and all documents in connection with this grant.
4. The Borough of Watchung is accepting this grant of funds for the purpose described in the application.
5. The amount of the award is \$45,150 with a match of \$289,194 by the Borough.
6. The Subaward Number is 24-1821 and the period is from April 8, 2025 – April 7, 2026.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution finally adopted at the meeting of the Mayor and Council of the Borough of Watchung held on September 19, 2024 and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

Municipal Clerk

ADOPTED: SEPTEMBER 19, 2024
INDEX: FINANCE-MISC,
C: CFO, POLICE CHIEF,

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ADMINISTRATION

SAFE AND SECURE COMMUNITIES
GRANT PROGRAM



PROGRAM ADMINISTRATION
AND FUNDING GUIDELINES

AUGUST 2024

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STATE OF NEW JERSEY
SAFE AND SECURE COMMUNITIES GRANT PROGRAM

PROGRAM ADMINISTRATION AND FUNDING GUIDELINES

I. ADMINISTRATION

This document has been compiled to assist in the application, program development, and implementation processes, as well as the reporting and state compliance requirements, of the Safe and Secure Communities Grant Program (Safe and Secure Grant Program).

In 1993, the Safe and Secure Communities Act, N.J.S.A. 52:17B-159 et seq., was designed to provide municipalities with funding to increase its law enforcement personnel, with the goal of enhancing the effectiveness of police operations and other crime reduction strategies needed by the community. The Act established a Safe Neighborhood Services Fund to support the Safe and Secure Grant Program. This fund is supported by a \$75.00 assessment imposed upon any criminal conviction.

Under the Safe and Secure Communities Act, municipalities are eligible to receive grant funding if they meet the following requirements:

- (1) they have a police department and their number of violent and nonviolent crimes per police officer exceeds 70 percent of the state wide average (as reported in the 1991 *Uniform Crime Report, Crime in New Jersey (UCR)*),
- (2) they applied for this program within the first two years, and
- (3) they received a subaward for a personnel grant, pursuant to their application.

Participation in the Safe and Secure Grant Program requires municipalities to not reduce their regular complement of officers and other law enforcement personnel during any given grant period. The regulations for the program calculate the complement of officers based on the data published in the 1993 UCR. A reduction in the complement of officers below the full required complement (those added with grant funds) will result in a proportionately reduced subaward amount or the total loss of the subaward.

Funding allocations are based on a formula that takes into account a participating municipality's police need or workload, measured by the number of violent and nonviolent crimes, divided by that municipality's number of police officers. N.J.A.C. 13:79-3.5. **Municipalities that receive a subaward for a law enforcement project shall be responsible for paying the fringe benefits of all police officers or other law enforcement personnel hired under the subaward, which shall be deemed the local cash match. Requests for overtime funds will not be considered.** N.J.A.C. 13:79-3.1.

Funding for the Safe and Secure Grant Program depends on program revenues in the Safe Neighborhoods Services Fund. Future budgetary shortfalls are likely, and applicants are encouraged to identify alternative funding sources in the creation of a sustainability plan. Additionally, receipt of these grant funds is contingent upon the timely filing of grant applications, as well as the timely submission of all financial and programmatic reports.

Please Note:

- Municipalities that receive funding are required to notify the Division of Administration (DOA) staff in writing if their complement of officers drops below the full required complement (those added with grant funds).
- Applicants and Subrecipients are required to report their total complement of officers each quarter on the financial reports (Detailed Cost Statements).
- Applicants and Subrecipients are bound by changes made in State law and policy regardless of inclusion in these guidelines.
- DOA reserves the right to decline any application for funding and to award funding in amounts that may be other than offered or requested.

The DOA awards, administers, and monitors subawards made under the Safe and Secure Grant Program. Staff from DOA is available to provide technical assistance during the application process and subaward period.

All inquiries concerning the grant application process should be addressed to:

Division of Administration
Grant Operations
E-mail address: grants@njoag.gov

II. APPLICATION REQUIREMENTS

A. SUBMISSION

Applications are due within sixty (60) days of the issuance of the notification letter from the Division of Administration. One copy of the application must be submitted via e-mail to grants@njoag.gov. *Unless otherwise noted, the head of the Subrecipient local unit of government (Mayor, Chief Executive or Village President) should sign required grant documents.*

B. GRANT APPLICATION

The goal of the Safe and Secure Grant Program is to provide municipalities with funding for additional law enforcement personnel to address crime in a focused community-oriented manner.

Effective October 2018, a consolidated application and award process was implemented to streamline processing of a fully-executed subaward.

Applicants must complete and return the following:

1. The Applicant Information Form
2. The Application Authorization (Signed by Mayor and Project Director)
3. The Program Application Narrative (Provided by Applicant)
4. The Budget Detail Form
5. Subaward Contract
6. Governing Body Resolution & Certification
7. General and Special Conditions
8. State Single Audit Requirements & Certification

III. BUDGET AND FISCAL GUIDELINES

A. ALLOWABLE COSTS

Under the Safe and Secure Grant Program, allowable costs are limited to offset the base salary of police officers and other law enforcement personnel deployed in support of this grant program, N.J.A.C. 13:79-4.1.

B. PROHIBITION AGAINST SUPPLANTING

Funds received from the Safe and Secure Grant Program may not be used to deliberately reduce other funds set aside for the same purpose.

C. UNALLOWABLE COSTS

The Safe and Secure Grant Program specifically prohibits the use of grant funds to pay for fringe benefit expenses associated with the salary of personnel funded under the program. Grant funds cannot be used to make any overtime payments. Costs incurred outside the project period (before or after) are not allowable.

D. BUDGET CATEGORIES

The budget categories appearing on the Budget Detail Form are explained below. Note that applicants should only use whole dollars when itemizing costs.

SALARIES AND WAGES, FRINGE BENEFITS

List each position for which funds are requested (i.e., police officer or other law enforcement personnel), indicate the total annual salary of each, the amount funded by the program, and the local match for fringe benefit expenses, (retirement, social security, health and dental insurance, workers compensation, unemployment, disability and survivor's insurance), fringe rate, other related costs, and any authorize expenses above the grant award.

*****FYI:** Pursuant to statute, the officers' fringe benefit is your match for this grant. Therefore, **your contract will reference "fringe benefits" as the match amount, and so your resolution may also reference "fringe benefits" as the match amount for the grant.**

IV. APPLICATION AUTHORIZATION

The submission of any grant application requires the signature of the applicant unit of government's mayor, chief executive or village president (**see Application Authorization Form**) and Project Director indicating that the application is authorized by the municipal government. Signature indicates that the information provided within the application is truthful, accurate, and complete; the applicant intends to comply with all requirements regarding the use of grant funds; and the applicant will use the grant funds to carry out the project as described in the application.

The Project Director and Chief Executive Officer also acknowledge that they are responsible for authorizing expenditures and disbursing grant funds. The Applicant certifies that all grant funds will be used exclusively for the purposes specified in the grant award; it will not reduce its regular complement of police officers and other law enforcement personnel during the grant period; it will pay all fringe benefit expenses and all costs in excess of the grant award; and it will comply with the provisions of the Safe and Secure Communities Act, N.J.S.A. 52: 17B-159, et seq. and regulations, N.J.A.C. 13:79-1 et seq. The Applicant also identifies the number of regular, sworn, municipal appointed officers, who have the full power to arrest, exercise police powers and enforce New Jersey criminal and motor vehicle laws.

V. RESOLUTION

Applicants, except State Agency applicants, must return a certified Resolution with their Consolidated Application and Award Package.

The Resolution must contain all data requirements listed on the Required Resolution & Certification Checklist which is provided as a reference document in the Consolidated Application and Award Package.

Also note, in reference to the match amount, pursuant to statute is equal to the officers' fringe benefits.

- o It is sufficient to reference "fringe benefits" as the match in your resolution, as fringe benefits will be referenced in your contract under the match amount.

The Resolution must be certified by the recording officer and should contain the official seal.

VI. CIVIL RIGHTS COMPLIANCE

Applicants and their contractors are required to comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. Applicants are expected to comply with all applicable New Jersey regulations, policies, and guidelines.

VII. DEBARMENT

Applicants and their subcontractors should not obtain goods and services from other agencies which are debarred, suspended or disqualified from doing business with the State of New Jersey.

Applicants are also expected to comply with state Executive Order No. 34 (March 17, 1976), and state circular letter OMB 93-13-GSA regarding debarments, suspensions & disqualifications. The State Department of Treasury has an online, searchable database of those individuals, corporations, and agencies who are debarred from conducting business with the State of New Jersey: <http://www.state.nj.us/treasury/revenue/debarment/index.shtml>. In the performance of any grant, Subrecipients cannot conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.

VIII. NEW JERSEY PENALTIES FOR CORRUPTION OF PUBLIC RESOURCES

While enacting ethics and government corruption reforms, the New Jersey Legislature enacted Public Law 2007, Chapter 158, which makes knowingly misusing public resources for an unauthorized purpose a crime. N.J.S.A. 2C:27-12. Under the Crime of Corruption of

Public Resources, an individual commits a crime if (1) the public resource is subject to an obligation to be used to perform or facilitate the performance of a governmental function or public service, (2) a person knowingly uses a public resource for an unauthorized purpose, or (3) a person makes a material representation that is false to a government agency . . . to obtain or retain a public resource, or with the purpose to mislead or deceive any person as to the use or disposition of a public resource. Id. The Legislature defines a public resource as including grants awarded by the government. Id. Convictions under this act could result in a 20-year prison term and \$200,000 fine. Id. The Legislature also enhanced public corruption penalties under the Public Corruption Profiteering Penalty Act, N.J.S.A. 2C:30-8, which subject individuals convicted under public corruption laws, including N.J.S.A. 2C:27-12, to fines up to \$500,000. Under N.J.S.A. 2A:32C-3, a person shall also be subject to civil penalty and treble damages for making false claims under New Jersey's False Claims Act.

IX. SUBRECIPIENT OFFICIAL FILE

Subrecipients are required to maintain a master file for grant documents. The following documents must be available for on-site review by DOA program monitors and auditors:

- A. Copy of approved application for the grant including: Grant contract; Applicant Information Form; Program Application Narrative; Budget Detail; Application Authorization; General Conditions and Special Conditions; State Single Audit Form and DOA budget; copy of award letter; copies of all project modification requests; grant adjustments; and related written approvals from DOA.
- B. Copies of all Detailed Cost Statements and the Final Grant Narrative Report.
- C. Personnel information: Copies of all payroll evidence, staff assignment forms, and time reports and certifications.
- D. Banking Information: Cash verification, receipts documentation, check register, canceled checks, and bank statements.

X. REPORTING PROCEDURES

Subrecipients are required to submit timely quarterly financial reports or Detailed Cost Statements and a Final Grant Narrative Report to DOA. *If these reports are not submitted as required, DOA may, at its discretion, suspend payments and possibly reduce or terminate the grant award.*

A. PROGRAMMATIC REPORTS

Subrecipients are required to submit a Final Grant Narrative Report to DOA which assesses the overall impact of the program and determines whether the program accomplished its goals. The report should be submitted to DOA summarizing project activities and program impact within fifteen (15) days of the end of the grant period.

B. FINANCIAL REPORTS

The Subrecipient is required to submit financial expenditure reports or Detailed Cost Statements (DCS) comparing actual expenditures with the approved budget.

Each Subrecipient is required to report its complement of officers on the quarterly Detailed Cost Statement.

Subrecipients are required to submit **quarterly** Detailed Cost Statements (DCS). One (1) DCS form with original signatures should be sent, *via email*, to the DOA within **fifteen (15)** days after the end of each quarter. For each funding request, a separate State of New Jersey Payment Voucher must be submitted.

NOTE: If a Subrecipient is submitting its application near the end of its project grant period, the Subrecipient should submit the quarterly DCS reports with its application.

XI. BUDGET REVISION AND MODIFICATION

The grant budget is the approved financial plan to carry out the purpose of the grant. This plan is the financial representation of the project or program as approved during the grant application and award process.

- A. Subrecipients are required to report deviations from the approved budget and receive prior written approvals for budget revisions and modifications in excess of one percent of the total subaward amount. To request a budget revision, Subrecipients should submit a written explanation and complete DOA Grant Adjustment Request Form.
- B. The Subrecipient shall request approval in writing, from DOA, when there is reason to believe a revision or modification will be necessary for the following reasons:

1. Changes in the scope, objective, key personnel, timing of the project or program, or deviations from the approved budget.
2. The need to extend the grant period.
3. Reduction in police officer complement below the full required complement based on the 1993 Uniform Crime Report listing the number of police officers plus those added with grant funds.

XII. SUBRECIPIENT FISCAL RESPONSIBILITY

The Subrecipient must maintain a bookkeeping system, records, and files to account for all grant monies spent and all matching funds contributed to the project. While a preferred system is not specified, Subrecipients are expected to conform to accepted accounting standards.

A. FINANCIAL MANAGEMENT SYSTEM

The Subrecipient is responsible for maintaining an adequate financial management system and will immediately notify DOA when it cannot comply with these requirements.

1. The Subrecipient's financial management system shall provide for:
 - a. **Financial Reporting:**
Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - b. **Accounting Records:**
Records that accurately and timely identify the source and application of funds for grant supported activities. These records must contain information pertaining to the receipt of grant funds by source, authorizations, obligations, unobligated and unexpended balances, assets, liabilities, outlays or expenditures and income.
 - c. **Internal Controls:**
Effective internal and accounting controls over all funds, property and other assets. The Subrecipient must adequately safeguard all assets and assure that they are used solely for authorized purposes. Controls must be established to ensure

that expenditures charged to grant activities are readily available to certify that such charges are accurate.

- d. **Budget Controls:**
Comparison of actual expenditures or outlays with budgeted amounts for grant funds and required non-state expenditures. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information.
- e. **Allowable Costs:**
Procedures for determining reasonableness, allowability, and allocation of costs generally consistent with the provisions of Federal and State requirements.
- f. **Source Documentation:**
Accounting records are supported by source documentation.
- g. **Cash Management:**
Procedures to minimize the time elapsing between the advance of funds from DOA and the disbursement by the Subrecipient, whenever funds are advanced by DOA.

B. AUDIT REQUIREMENTS

The Subrecipient must comply with audit requirements located in the State Treasury Department, State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, 15-08- OMB, 2 CFR Part 200, Subpart F, Audit Requirements (2 C.F.R. § 200.500, et seq.), and the Government Accountability Office's Generally Accepted Government Auditing Standards (also known as the Yellow Book).

1. Applicants that expend Federal and/or State financial assistance of \$100,000 or more, but less than \$750,000 of Federal or State financial assistance during their fiscal year (including federal pass-through funds), must have either:
 - a. A financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or
 - b. A program specific audit performed in accordance with 2 C.F.R. § 200.500, et seq., and state policy.
2. For applicants that expend Federal or State financial assistance, (including funds received from the Federal Government or federal funds passed through state agencies) of \$750,000 (**this is an increase**

in the previous threshold of \$500,000) or more during their fiscal year must have:

- a. A single audit performed or
 - b. A program specific audit performed in accordance with 2 C.F.R. § 200.500, et seq., and state policy.
3. For applicants receiving less than \$100,000 of State and/or Federal financial assistance, no audit is required.

C. GENERAL AND SPECIAL CONDITIONS

Special consideration should be given to the following general conditions pertaining to the administration of subawards:

1. RETENTION OF RECORDS

All grant records, including books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records, must be retained for a period of at least seven years. The retention period starts from the date of the receipt of the final expenditure report.

Records must be retained beyond the seven-year period if an audit is in progress and/or findings of a completed audit have not been resolved satisfactorily. Also, records must be retained beyond seven years if there is any litigation, claim, negotiation, or action started before the end of the seven-year period.

2. FUND PAYMENT

All payments made to the Subrecipient will be recorded by the Subrecipient in **accounting records separate from all other fund accounts**, including funds derived from other grant awards. Amounts paid shall be available for expenditure by the Subrecipient in accordance with the provisions of the grant throughout the project period subject to such conditions as DOA may prescribe.

3. USE OF GRANT FUNDS

Funds granted may be used only for the purpose required to carry out the grant as approved and identified in the DOA Approved Project Budget and Grant Award.

4. PROJECT INCOME (MONIES RECEIVED AND EXPENDED)

All interest or other income earned by the Subrecipient with respect to grant funds or as a result of conduct of the program (sale of publications, registration fees, service charges on fees, etc.) is deemed program income. According to State Circular on Grant Agreements - Agency Contracts, 07-05-OMB, program income includes any interest earned of \$250 or more in a fiscal year on advances of grant funds.

Program income must be added to funds committed to the program to further eligible program objectives.

In addition, the amount of these funds expended during the current reporting period must be reported. All program income must be accounted for and the use of program income must be shown on the detailed cost statements.

5. OBLIGATION OF GRANT FUNDS

Grant funds must be used only for expenditures taking place during the grant award period. Expending or obligating grant funds occurs when funds are encumbered (e.g., purchase order, requisition) for an approved project budget item during the grant period. Funds that are not obligated within the grant award period will lapse and revert back to DOA. Obligations outstanding at the end date of the grant period must be liquidated within forty-five (45) days. Subrecipients will be required to submit additional monthly DCS during the liquidation period.

6. EMPLOYEE TIME REPORTS

Applicants must keep detailed time reports showing actual time worked on a grant. The reports should reflect the actual activity of each grant funded personnel and signed by the employee. These reports should be reviewed and approved on a regular basis by a supervisor having first-hand knowledge of the work performed.

The Applicant must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked; and the signatures of the employee and supervisor.

D. FISCAL REQUIREMENTS

1. A separate account for the grant project with separate accountability of receipts, expenditures, and balances for each fiscal budget period.
2. Itemization of all supporting records of grant receipts, expenditures and state/local contributions (if applicable) in sufficient detail to show exact nature for each fiscal budget period.
3. Provision of data and information for each expenditure and state/local contributions with proper reference to a supporting voucher or bill properly approved.
4. Maintenance of payroll authorizations and vouchers.
5. Maintenance of an **hourly** time-reporting system for personnel charged to the grant and state/local contributed services (if applicable).
6. Maintenance of records supporting charges for fringe benefits.
7. Provisions for payment by check.

XIII. MONITORING OF PROGRAM PERFORMANCE

- A. The Subrecipient must assure that performance goals are being achieved.
- B. The Subrecipient shall inform DOA of the following types of conditions which affect program objectives and performance as soon as they become known:

Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any DOA assistance required to resolve the situation.

- C. DOA may, at its discretion, make site visits to:
 1. Review program accomplishments and management control systems.
 2. Provide such technical assistance as may be required.
 3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

XIV. REQUIREMENTS FOR LOCAL UNITS OF GOVERNMENT

The following budgetary and accounting procedure issued by the Director, Division of Local Government Services, Department of Community Affairs, should be observed in the development of grant budgets for local units of government which receive grant awards administered through DOA.

A. All DOA grants shall be processed through the budget of the local unit at the time of the adoption of the budget or by a budget amendment utilizing N.J.S.A. 40 A:4-87. No such grants shall be accounted for through the Trust Fund as dedication by rider.

B. All such grants shall be designated in the local budget as follows:

REVENUE: DOA Grant No. _____

APPROPRIATION: State Grant:
DOA Grant No. _____

C. The appropriation shall be a separate line item without a designation as to Salaries and Wages and Other Expenses and shall not be made a part of any existing appropriation.

D. The revenue, when anticipated at the time that the budget of a local unit is introduced, shall be a Special Item of Revenue with Prior Written Consent of the Director of Local Government Services.

E. Since most DOA grants, cover a fiscal year other than as provided by statute for New Jersey local units, the appropriation as budgeted may be set up as a reserve from which commitments and charges can be made beyond the calendar year.

The revenue anticipated can be fully realized with any amount not received which is set up as a receivable and pledged to surplus. However, it is the determination of the Director of Local Government Services that the portion of non-cash surplus attributed to the receivable will not be allowed to be anticipated in the following year's budget as surplus. This requires prior written consent of the Director of Local Government Services, Department of Community Affairs, P.O. Box 803, Trenton, N.J. 08625-0803, (609) 292-6613, www.nj.gov/dca/lgs.

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ADMINISTRATION

SAFE AND SECURE COMMUNITIES
GRANT PROGRAM



CONSOLIDATED APPLICATION
AND
AWARD DOCUMENTS
TO BE COMPLETED AND RETURNED

AUGUST 2024

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ADMINISTRATION

SAFE AND SECURE COMMUNITIES GRANT PROGRAM

CONSOLIDATED APPLICATION AND AWARD PACKAGE CHECKLIST

SUBGRANTEE:

Borough of Watchung

INSTRUCTIONS:

The Consolidated Application and Award Documents Checklist is a guide for filing all required documents, at one time, to streamline processing of a fully-executed subaward. Return 1 copy of the Consolidated Application and Award package via e-mail to grants@njoag.gov.

APPLICATION:

PART I

- Applicant Information Form
- Application Authorization (Signed by Mayor and Project Director)
- Program Application Narrative (Provided by Applicant)
- Project Budget Detail Form

AWARD DOCUMENTS:

PART II

- Subaward Contract
- Governing Body Resolution & Certification [see Resolution and Certification Checklist for specific information requirements]
- General and Special Conditions
- State Single Audit Requirements & Certification

NOTE: ALL OF THE ABOVE ITEMS ARE REQUIREMENTS AND PROCESSING WILL NOT OCCUR WITHOUT ALL DOCUMENTATION.

Applicant Information Form

Safe and Secure Communities Program

Requested Project Duration Period (when to when): 04/08/25-04/07/26	Grant No.: 25- 1821
---------------------------------------------------------------------	---------------------

Municipality: Borough of Watchung

Address: 15 Mountain Boulevard			
City: Watchung	State: NJ	Zip Code + 4: 07069	County: Somerset

Name and Title of Chief Executive/Mayor: Ronald Jubin, Ph.D.			
Street Address, City, State, Zip Code + 4: (if different from above): Same			
Telephone: 908-756-0080	Ext.:	Email: rjubin@watchungnj.gov	Fax: 908-757-7027

Police Department: Watchung Police Department			
Address: 840 Somerset Street			
City: Watchung	State: NJ	Zip Code + 4: 07069	County: Somerset
Agency Website: www.watchungpd.com	Start of Fiscal Year: (i.e., Jan, July, Oct) January	Federal ID Number: 22-6002382	

Name and Title of Project Director: (co-signer on financial reports) Chief Scott Anderle			
Street Address, City, State, Zip Code + 4: (if different from above): Same			
Telephone: 908-756-3663	Ext.:	Email: sanderle@watchungpd.com	Fax: 908-756-7853

Name and Title of Contact Person: (Person directly responsible for project operations) Chief Scott Anderle			
Street Address, City, State, Zip Code + 4: (if different from above): Same			
Telephone: 908-756-3663	Ext.:	Email: sanderle@watchungpd.com	Fax: 908-756-7853

Name and Title of Chief Financial Officer: (Person who co-signs financial reports) William J. Hance			
Street Address, City, State, Zip Code + 4: (if different from above): 15 Mountain Boulevard Watchung NJ 07069			
Telephone: 908-756-0080	Ext.: 216	Email: bhance@watchungnj.gov	Fax: 908-757-7027

APPLICATION AUTHORIZATION

Authorization of the municipality to submit an application to and enter into an agreement with the Department of Law and Public Safety, Division of Administration, to participate in the State's Safe and Secure Communities Program at an estimated total project cost of

\$ 45,150.00.

On behalf of the unit of government, the undersigned certifies and agrees that:

The Project Director reviewed the contents of the application, it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.

The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Applicant's legal counsel as considered appropriate or necessary, and shall be responsible for undertaking the programs and activities described in the application.

As the duly authorized representative of the Applicant, I ensure that the Applicant, if successful, shall use these grant funds to carry out the project and activities specifically described in the application.

As the duly authorized representative of the Applicant, I am responsible for authorizing expenditures and disbursements of grant funds.

As the duly authorized representative of the Applicant, I ensure that the Applicant, if successful, shall comply with any and all Federal, State, municipal, statute, regulation, circular, policy or code regarding the use of these funds.

All grant funds shall be used exclusively for the purposes specified in the grant award.

The Applicant shall not reduce its baseline regular complement of police officers and other law enforcement personnel during the grant period.

The Applicant shall pay all fringe benefit expenses and all costs in excess of the grant award.

The Applicant shall comply with all conditions applicable to grants awarded pursuant the Safe and Secure Communities Act, N.J.S.A. 52:17B-159 et seq. and regulations, N.J.A.C. 13:79-1 et seq.

As of the date of this document, the Applicant municipal police department's number of regular, sworn, appointed municipal officers, who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State, is as follows:

30 **Police Officers** 0

Other Law Enforcement Personnel (non-police employees who enhance a project's law enforcement capacity)

This application consists of the following attachments in addition to this form:

1. Applicant Information Form
2. Application Authorization Form
3. Program Application Narrative
4. Budget Detail Form
5. Subaward Contract
6. Governing Body Resolution and Certifications
7. General and Special Conditions
8. State Single Audit Requirements & Certification

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment pursuant to N.J.S.A. 2C:28-3.

Borough of Watchung

Grant # 25-

1821

Applicant Municipality

Mayor Ronald Jubin, Ph.D.

Printed Name
(Mayor, Chief Executive or Village President)

09/19/2024

Signature **Date**
(Mayor, Chief Executive or Village President)

Chief Scott Anderle

Printed Name of Project Director

09/19/2024

Signature of Project Director **Date**

**SAFE AND SECURE COMMUNITIES GRANT PROGRAM
PROGRAM APPLICATION NARRATIVE**

SUBRECIPIENT: Borough of Watchung

GRANT NUMBER: 25-1821

PROJECT DURATION: 4/8/25 to 4/7/26

Total Number of Sworn Law Enforcement Officers: 30

Number of Officers funded by the grant: 2

Number of Civilians funded by the grant:

GOAL OF THE SAFE AND SECURE COMMUNITIES PROGRAM:

The Safe and Secure Communities Program is designed to provide municipalities with funding for additional law enforcement personnel to address crime in a focused community-oriented manner.

1. To what specific target areas and/or specific assignments will the Safe and Secure funded officers be assigned:

There are two officers currently under the Safe & Secure Grant. One is assigned as our traffic officer. The other is assigned as our DARE officer where he will teach drug awareness to 5th and 8th graders as well as assist with school resource duties at the Regional High School.

2. List SPECIFIC problems and proposed strategies that the Safe and Secure Communities Grant funded officers will employ to reduce crime:

The traffic officer's duties include enforcement, conducting traffic surveys and the targeting of specific areas for speed reduction. He is also a member of the county accident reconstruction team, a shared service endeavor where he uses his expertise to determine the causes of accidents, especially fatal accidents, and assists in the prosecution of offenders. Watchung is bordered by two major highways and has a major problem with traffic. Through the efforts of our traffic officer, tens of thousands of vehicles get through the Borough in a safe and timely manner. The grant enables us to have an officer dedicate his time to the DARE program and be our school liaison.

3. (If applicable) To what specific assignments will the Safe and Secure funded civilian personnel be assigned:

N/A

Applicant:	Borough of Watchung
Grant #:	25-1821

BUDGET DETAIL FORM

A. Salaries and Wages					
Full Name	Rank/Title	Yearly Salary	State Share	Local Match	Project Total
Michael Dolinski	Officer	130,430	22,575	107,855	130,430
Justin Bowman	Officer	130,430	22,575	107,855	130,430

B. Fringe Benefits					
Full Name	Percentage rate	Yearly Salary	State Share	Local Match	Project Total
				73,484	73,484

TOTALS	(pull down amounts from section A and B)	45,150	289,194	334,344
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STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ADMINISTRATION

SFY25 SAFE AND SECURE COMMUNITIES
GRANT PROGRAM

GENERAL CONDITIONS

1. **Legal Authority for the Application:** The Grantee agrees that it possesses legal authority to apply for the grant; and that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Grantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. **Compliance with State and Federal Laws:** The Grantee agrees to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Division of Administration (DOA) concerning special requirements of all Federal, State, municipal laws and regulations and Department of Treasury, State Circulars generally applicable to the activities in which the grantee is engaged in the performance of this grant. Failure to comply with these laws, regulations and State circulars will be grounds for termination of this grant.
3. **Prohibition Against Personal Enrichment:** The Grantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or gives the appearance of, personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. **Prohibition Against Conflicts of Interests:** The Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest.
5. **Anti-Discrimination/Affirmative Action:** The Grantee assures that it will comply, and all of its contractors will comply with the requirements of the State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations. Failure to comply with these laws, rules, regulations, and State Circular Letters will be grounds for termination of this award.

6. **Debarments and Suspensions:** The Grantee understands and agrees to comply with State Executive Order No. 34 (March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Grantee will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
7. **Minimum Wage/Maximum Hours:** The Grantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
8. **Financial Management System:** The Grantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Grantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding and expending grant funds. The Grantee shall maintain accurate and complete disclosure of financial results of each grant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
9. **Accounting Records:** The Grantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Grantee in accordance with the provisions of the grant throughout the project period subject to such conditions as DOA may prescribe.
10. **Audit Requirements:** The Grantee agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200.500, et seq., the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 15-08- OMB.

The Grantee understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed. The Grantee must submit to DOA any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Grantee immediately will report to DOA any changes in its fiscal year.
11. **Allowable Costs:** The Grantee agrees that grant funds will be used only for allowable costs as determined by applicable cost principles specific to the Grantee located at State Circular, Grant Agreements-Agency Contracts, Allowable Costs, 07-05-OMB.

12. **Data Collection and Reporting Requirements:** The Grantee agrees to provide information required for any reporting, data collection, and evaluation conducted by L&PS, DOA and the State of New Jersey. The Grantee also agrees that it will submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.
13. **Budget Revisions/Grant Extensions:** The Grantee agrees to report any Budget Revisions or Grant Extensions as follows:
- a. Deviations in excess of 1% from the approved budget or extensions in the grant period require prior approval via DOA Grant Adjustment Request Form. Grantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Grantee must be incorporated in written amendments to this grant.
 - c. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days' notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to L&PS.
 - d. The Grantee agrees that should circumstances affecting the grant-funded project change it will immediately contact DOA in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from DOA via a DOA Grant Adjustment Request Form.
14. **Program Income:** The Grantee agrees that all income earned by the Grantee from grant-supported activities is deemed program income. The Grantee agrees to add program income to funds committed to the program to further eligible program objectives. The use of program income must be shown on the detailed cost statements.

State Circular, Grant Agreements-Agency Contracts, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.

15. **Licensing and Publishing:** The Grantee agrees that L&PS and DOA reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a grantee purchases ownership with support. The Grantee agrees that L&PS reserves the right to require the Grantee not to publish any work, which right shall not be exercised unreasonably. The Grantee assures that any publication by the Grantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.
16. **Records Retention:** Unless otherwise directed by DOA, State or Federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven-year period.
17. **Access to Records:** The Grantee agrees to give the New Jersey Attorney General, L&PS and DOA through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.
18. **Grant Fund Availability:** Grantee recognizes and agrees that both the initial provision of funding and the continuation of such funding under this grant is expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of L&PS to make any payment under this grant or to observe and perform any condition on its part to be performed under the grant as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the grant agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
19. **Subcontracts and Assignments:** The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Grantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior

written approval of DOA and L&PS. The Grantee may not transfer any rights or obligations under this grant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.

20. **Advances of State Grants:** If applicable, the Grantee agrees that it will deposit advances of State grants in interest bearing accounts.
21. **Failure to Comply with Award Conditions:** If the Grantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Grantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Grantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.
22. **Grant Termination:** When the Grantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Grantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet State requirements.
23. **L&PS Termination of the Grant:** The Grantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. L&PS shall notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
24. **Mutual Termination of the Grant:** L&PS and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

25. **Grant Termination for Convenience:** L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Grantee, for any reason whatsoever, including lack of funding available to L&PS. Upon receipt of a notice of termination for convenience, the Grantee shall cease incurring additional obligations of grant funds. However, L&PS shall allow the Grantee to incur all necessary and proper costs which the Grantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
26. **Grant Termination - Notification and Due Process:** If the grant award is terminated for the Grantee's failure to comply with State or Federal statutes, regulations, or terms and conditions of the grant, L&PS will provide notification to the Grantee, including information that the decision may be considered in evaluating future applications.

In taking an enforcement action, L&PS may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

High Risk Grantees: Grantee agrees that under certain instances it may be considered "High Risk":

- a. If L&PS determines that a Grantee:
 - Has a history of unsatisfactory performance.
 - i. Has not filed its quarterly financial reports (Detailed Cost Statements) or Final Grant Narrative in a timely manner.
 - ii. Is not financially stable.
 - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter, Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - iv. Has not conformed to terms and conditions of previous awards.
 - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- b. If a Grantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Grantee at any time including:
 - i. Issuing payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Requiring additional project monitoring.
 - v. Requiring the Grantee obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - vii. Wholly or partly suspending or terminate the current award for the Grantee's program.
 - viii. Withhold further and future awards for the program.
- c. If L&PS decides to impose such special conditions, L&PS will notify the

Grantee as soon as possible, in writing, of:

- i. The nature of the special conditions/restrictions.
- ii. The reason(s) for imposing the special conditions.
- iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
- iv. The method of requesting reconsideration of the conditions/restrictions imposed.

27. **Corruption of Public Resources Act:** The Grantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse State grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000. The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from State grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
28. **Prohibition Against State Employee Status:** The Grantee understands and agrees that persons performing services in connection with a grant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.
29. **Indemnification by non-State Agencies:** The Subrecipient agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.
30. **Release by State Agencies:** The Subrecipient shall be responsible for, at its own expense defend itself against, and hereby releases the L&PS for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

SPECIAL CONDITIONS

1. **Prohibited Use of Funds:** The Grantee certifies that all grant funds will be used exclusively to pay the base salary of police officers and other law enforcement personnel deployed in support of this grant program, N.J.A.C. 13:79-4.1. Grant funds cannot be used to make any overtime payments.
2. **Prohibition of Supplanting:** Funds received from the Safe and Secure Communities Grant Program may not be used to deliberately reduce other funds set aside for the same purpose.
3. **Compliance with Program Laws and Regulations:** Grantee will follow all applicable requirements and procedures as required by the Department of Law and Public Safety (L&PS), the Division of Administration (DOA), the State of New Jersey Safe and Secure Communities Grant Program Administration and Funding Guidelines, and as outlined in the notification, award, and other letters sent to the Grantee. Grantee also agrees to follow all applicable requirements and procedures as required by the State of New Jersey Safe and Secure Communities Program statute N.J.S.A. 52:17B-159 et seq. and regulations N.J.A.C. 13:79-1.1 et seq.
4. **Baseline Regular Complement:** The Grantee agrees that its baseline regular complement of police officers (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) is based on its police department's number of regular, sworn, appointed municipal officers who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State.
5. **Maintaining Full Complement of Officers:** The Safe and Secure Communities Program legislation, N.J.S.A. 52:17B-164a and regulation N.J.A.C. 13:79-4.1, requires as a condition of the grant award, that the Grantee shall agree that it shall not reduce its baseline regular complement of police officers and other law enforcement personnel (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) during any grant period. A reduction of complement of officers below full complement (those added with grant funds) will result in a proportionately reduced or total loss of grant award.
6. **Match Requirement:** The Grantee agrees to pay as matching costs all fringe benefits (retirement, social security, health and dental insurance, workers compensation, unemployment, disability and survivor's insurance), other related costs, and any project expenses in excess of the grant award. The Grantee will also agree to satisfy any State requirement on matching and cost sharing.

7. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 I. Therefore, the State award and the required fringe benefit match under the Safe and Secure Communities Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.
8. **Time and Attendance Records:** Grantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked, and the signatures of the employee and supervisor.
9. **Financial and Performance Reporting:** The Grantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within fifteen (15) days after the end of each quarter. The Grantee also agrees to file a timely Final Grant Narrative Report within fifteen (15) days after the end date of the grant period. The Final Grant Narrative Report should describe accomplishments and activities that took place during the grant period. *The Grantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Grantee's award. L&PS may, at its discretion, terminate this or any other Safe and Secure grant awards for delinquent reporting.*
10. **Availability of Grant Funds:** The Grantee understands that annual funding for the Safe and Secure Communities Program is uncertain and that funding for each year's grant depends on the continued collection of sufficient program revenue. The Grantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire State award.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable Federal and State laws, regulations, and guidelines.

Borough of Watchung

Grantee Municipality

Grant #: 25- 1821 _____

Ronald Jubin, Ph. D.

Printed Name
(Mayor, Chief Executive or Village President)

Signature
(Mayor, Chief Executive or Village President)

09/19/2024

Date

NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ADMINISTRATION

NEW JERSEY SINGLE AUDIT REQUIREMENTS & CERTIFICATION

Applicant/Subrecipient: Borough of Watchung

State Vendor Identification Number or EIN: 226002382

Total amount of funds expended from all entities (including the Department of Law & Public Safety) during your last fiscal year: Federal Amount: \$ _____ State Amount: \$ 45150

Applicant/Subrecipient's most recently closed fiscal year end date: 12/31/2024

The State of New Jersey, Department of Law and Public Safety, Division of Administration, Grant Operations requires that Subrecipients complete this State Single Audit Requirement Certification. Please have your Chief Financial Officer or designee complete this form. Subrecipients must comply with the following State audit requirements outlined in OMB Circular 15-08-OMB (available at http://www.state.nj.us/infobank/circular/cir1508_omb.pdf):

- A Subrecipient that expends \$750,000 or more in federal financial assistance or \$750,000 or more in state financial assistance during its fiscal year must have a single or program-specific audit conducted for that year.
- A Subrecipient that expends less than \$750,000 in federal or state financial assistance during its fiscal year, but expends \$100,000 or more in state and/or federal financial assistance (combined amount) during its fiscal year, must have either a financial statement audit conducted in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit conducted for that year.

Directions: Please check the applicable box below and sign the certification.

I understand and acknowledge the above state audit requirements and:

- My organization or jurisdiction was subject to the state audit requirements for my organization or jurisdiction's most recently closed fiscal year¹;
- My organization or jurisdiction did not expend \$100,000 or more in state and/or federal awards (combined amount); or
- My organization is exempt (please provide basis): _____

Printed Name of CFO or designee: William J. Hance

Title: CFO / CTC / QPA

Signature: 

Date: 09/19/2024

¹ Audit reports are due nine months after the end of the audit period unless otherwise instructed pursuant to OMB Circular 15-08-OMB.





**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ADMINISTRATION
SUBAWARD**

PROJECT TITLE 2025 Safe and Secure Communities Grant Program	SUBAWARD AMOUNT STATE \$ 45,150 MATCH \$ Fringe Benefits TOTAL \$ 45,150
IMPLEMENTING AGENCY Watchung Police Department	DATE OF AWARD August 28, 2024
SUBRECIPIENT Borough of Watchung	STATE ACCOUNT NO. 25-100-066-1020-232 25-495-066-1020-497

In accordance with the provisions of the Safe and Secure Communities Act of 1993, P.L. 1993, c. 220 (N.J.S.A. 52:17B-159, et seq.) and based upon the project application, the Department of Law and Public Safety hereby awards to the above named Subrecipient, a subaward in the amount specified for the purposes set forth in the approved application.

This subaward is subject to all applicable federal and state statutes, as well as the requirements set forth in the application authorization, the approved project budget, required certifications, and any general conditions, assurances, and special conditions attached to the grant program. This subaward is also subject to all applicable statutes of the State of New Jersey and all Federal, State, and Local financial accounting requirements, including the filing of single audits, as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and State Circular Letters 15-08-OMB and 07-05-OMB (if applicable).

This subaward incorporates all conditions and representations contained or made in the application and notice of availability of funds (if applicable).

FOR THE SUBRECIPIENT:

**FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY:**

Signature of Authorizing Official

Attorney General or Designee

Ronald Jubin, Ph. D Mayor

Date

Typed Name of Authorizing Official and Title

09/19/2024

Date

Subaward Number: 25-1821

Contact:
Erin Zippel, Chief Administrative Officer
Division of Administration
Department of Law and Public Safety
(609) 376-2445
grants@njoag.gov

Subaward Period: 04/08/25 - 04/07/26

Subrecipient Fiscal Year Start Date: January

**BOROUGH OF WATCHUNG
RESOLUTION: R5**

RESOLUTION OF SUPPORT FROM LOCAL GOVERNING BODY AUTHORIZING PARTICIPATION IN THE 2024 SUSTAINABLE JERSEY-PSE&G ENERGY EFFICIENCY PARTNERSHIP PROGRAM

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic, and social objectives are balanced and mutually supportive; and

WHEREAS, the Borough of Watchung strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, Watchung is participating in Sustainable Jersey; and

WHEREAS, one of the purposes of Sustainable Jersey is to provide resources to municipalities to make progress on sustainability issues, and they have created the 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program to help increase energy efficiency for residents, businesses, and municipal facilities. This Program includes a Sustainable Jersey Start-up Grant funded by PSE&G in the amount of \$2,500 for first-time participants.

THEREFORE, the Mayor and Council of the Borough of Watchung has determined that Watchung should apply for the aforementioned 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program and \$2,500 Start-up Grant (one-time per municipality upon entering the Program).

THEREFORE, Watchung, applying for the 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program, will provide staff support for all activities related to the Sustainable Jersey-PSE&G Energy Efficiency Partnership Program, including outreach to local businesses to show how they can save energy and lower their utility bills; and will

- Identify one or more staff to serve as primary contacts for Sustainable Jersey for the projects selected (e.g. outreach campaigns; energy efficiency in municipal facilities)

**BOROUGH OF WATCHUNG
RESOLUTION: R5**

- Provide access to utility bills and other energy records as needed for the project (energy efficiency in municipal facilities)
- Commit to attend a virtual kick-off event and other virtual trainings (energy efficiency outreach campaigns)
- Provide support from relevant finance, facility, and other staff as needed for project implementation

THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Watchung, State of New Jersey, authorizes submission of the aforementioned application to the 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program.

Sonia Abi-Habib, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 19, 2024
INDEX: FINANCE-MISC
C: B.HANCE, GREEN TEAM,



Sustainable Jersey–PSE&G Energy Efficiency Partnership Program 2024 Program Information Packet for Municipalities

Announcement Date: August 21, 2024

Application Due Date: October 31, 2024

- A. Program Details..... 1
- B. Eligibility Requirements 4
- C. Application Process 5
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- F. Terms and Conditions..... 10
- Appendix A. Online Grant Application Portal, Creating an Account..... 10
- Appendix B. List of Municipalities Served 100% by PSE&G (electricity and gas)..... 14
- Appendix C. Resolution Template..... 15

For questions, contact: Leanne McGowan, Program Manager, via email at mcgowale@tcnj.edu or voicemail at 609.771.2063.

A. Program Details

Overview

Sustainable Jersey and PSE&G are excited to announce the third application round of the SJ-PSE&G Energy Efficiency Partnership Program (“the Program”) to support local action to reduce greenhouse gas emissions in New Jersey. The Program offers wrap-around support, customized resources, and flexible funding options for municipalities to take actions that lower emissions in their buildings, and help residents and local businesses do the same. What sets the Sustainable Jersey–PSE&G Partnership Program apart is the robust technical assistance and implementation support designed to make running an effective program as easy as possible for busy local governments.

Upon entering the Program, municipalities will choose one of the three tracks: Residential Energy Efficiency Outreach Campaign; Commercial Energy Efficiency Outreach Campaign; or Technical

Assistance for Energy Efficiency in Municipal Facilities. Further detail on each track is provided below.

The goal of the SJ–PSE&G Partnership Program is to help participating municipalities achieve all three tracks over time. Once a municipality is successfully underway in the initially-selected track, that municipality can move into a second track (subject to the availability of resources from Sustainable Jersey). The tracks can be completed in any order, suiting the needs of each municipality.

Sustainable Jersey–PSE&G Energy Efficiency Partnership Program Tracks

Track 1. Residential Energy Efficiency Outreach Campaign

Track 2. Commercial Energy Efficiency Outreach Campaign

Track 3. Technical Assistance for Energy Efficiency in Municipal Facilities

Tracks 1 and 2: Energy Efficiency Outreach Campaigns (Residential/Commercial)

Community Energy Efficiency Outreach Campaigns – to residents in the Residential Outreach Campaign track or to local small businesses in the Commercial Outreach Campaign track – are essential to encouraging community members to take advantage of energy efficiency programs such as PSE&G’s Comfort Partners, Home Weatherization and Home Performance with ENERGY STAR® for residential customers or Small Business Direct Install program for local small businesses.

COHORT MODEL

For the Outreach Campaign tracks, Sustainable Jersey will utilize the ‘cohort model’ to work with cohorts of 4-6 municipalities to organize and launch outreach campaigns. The cohort model provides peer support and opportunities to share ideas and milestones with other municipalities over the course of the projects. While the pace of development and length of the outreach campaigns will vary based on the specifics within each municipality and its unique plan, Sustainable Jersey will provide group training sessions. In these trainings, we will go over best practices for outreach campaigns, campaign planning templates, and available resources for outreach campaigns that municipalities can incorporate into their planning, such as video testimonials of residents or business owners. All municipalities in the cohort will have an opportunity to learn from their peers while they develop their unique outreach campaign plan.

In the early stages of each cohort, municipalities will work on a common timetable to develop an outreach campaign plan. Sustainable Jersey will also work with each municipality individually to develop an outreach campaign plan and provide support for implementation. Completed outreach campaign plans will be specific to each community and have different elements and timetables. Once the plans are created, each municipality will work at its own pace according to its plan with support from Sustainable Jersey.

Outreach Campaign Track Expectations

The Energy Efficiency Outreach Campaign tracks, either Residential or Commercial, assign a Sustainable Jersey staff member to help the municipality identify resources and stakeholders for a community-wide outreach and education campaign. This, in combination with grants, plug and play tools, and services we provide will help make the campaigns easy, effective, and practical.

Through virtual training sessions and individualized technical assistance, Sustainable Jersey staff will assist the municipality in:

1. Assembling the outreach team and setting campaign goals;
2. Identifying community partners;
3. Selecting customized Toolkit* resources (videography, mailing);
4. Drafting an outreach campaign plan; and
5. Reviewing the plan with the municipal outreach team.

Municipalities participating in the Energy Efficiency Outreach Campaign track will:

1. Identify a staff person or Green Team member or other responsible party to serve as the primary contact for Sustainable Jersey;
2. Establish an outreach team typically made up of Green Team members, local decision makers, and/or volunteers from community-based organizations;
3. Work with Sustainable Jersey to develop an outreach campaign plan;
4. Commit to attending a virtual kick-off event and a minimum of three virtual meetings (combination of coaching, coordinating resources from SJ to your team, training and peer learning);
5. Make a good faith effort to initiate an outreach campaign within six months of receiving funding that includes some combination of: mailings, social media, signage (like a banner) a local video, a web presence; and
6. Offer educational outreach events for residents and businesses.

***Outreach Campaign Toolkit**

Sustainable Jersey has prepared an Outreach Toolkit of resources that have proven especially impactful in engaging residents and/or businesses to take advantage of energy efficiency incentive programs that save energy and save money. For example, we have engaged a professional videographer to create a video testimonial of a local resident or business owner in your town who can speak about the benefits of having a home energy assessment or about their personal experience with one of PSE&G energy efficiency programs. More details on the Sustainable Jersey–PSE&G Outreach Toolkit can be found below in [Section D](#).

Track 3: Technical Assistance for Energy Efficiency in Municipal Facilities

The Technical Assistance track provides no-cost assistance and assigns a Sustainable Jersey staff member to guide and support municipal efforts to improve building performance through energy efficiency analysis, planning, and preparing applications for PSE&G and/or NJCEP incentives for facility upgrades. These efforts can help the municipality save money on utility bills, while

reducing greenhouse gas emissions from their operations. Municipalities taking steps to reduce their energy use can ‘lead by example’ for residents and businesses in their community.

Technical Assistance Track Expectations

The Program is customizable, so technical assistance plans and timelines will vary. Generally, activities to achieve a municipality’s goals, with assistance from Sustainable Jersey staff, could last from 3 – 6 months.

Through virtual training sessions and individualized technical assistance, Sustainable Jersey can help municipal staff/project team members:

1. Set up a building portfolio and an energy tracking and management system to understand how your buildings are using energy;
2. Establish a process for ongoing reporting and tracking of energy usage and cost;
3. Understand and take advantage of PSE&G and/or NJCEP incentives and rebates to improve energy efficiency in facilities; and
4. Collect and submit documentation for Sustainable Jersey energy actions.

Municipalities participating in the Technical Assistance track will:

1. Identify a staff person to serve as the primary contact for Sustainable Jersey;
2. Provide access to utility bills and other energy records as needed for the project;
3. Support participation of staff from relevant departments as needed, such as finance, facility, and other staff;
4. Commit to attending a minimum of three virtual training sessions; and
5. Begin foundational track activities within three months of receiving funding.

B. Eligibility Requirements

To be eligible to apply for the Fall 2024 Sustainable Jersey–PSE&G Partnership Program, an applicant must:

- Be a New Jersey municipality;
- Receive BOTH electricity and gas service from PSE&G.

The Partnership Program is open to municipalities served 100% by PSE&G, whether or not they are currently registered or certified with Sustainable Jersey. Completing activities related to program participation can help a municipality earn points toward certification.

The list of eligible municipalities can be found [here](#) and in [Appendix B on page 14](#).

Low- and moderate-income, overburdened, and distressed municipalities are encouraged to apply. Priority for some grants will be provided to distressed communities (based on the New Jersey Department of Community affairs Municipal Revitalization Index score).

C. Application Process

Sustainable Jersey staff will review applications. During the application process, an interview with municipal staff may be requested. Applicants must be responsive to an interview request.

Applications will be screened based on the Eligibility Requirements outlined in [Section B](#) and evaluated based on the criteria below:

- Responsiveness to a selection interview, if requested; and
- Demonstrated commitment to follow through with the Program and support SJ staff with any requested information relevant to the track (i.e. data needed to complete energy efficiency incentive applications for the Technical Assistance track).

Once admitted to the program, the municipal staff contacts listed on the application, along with other key team members, are expected to participate in an introductory conference call with Sustainable Jersey to orient both the on-site staff and Sustainable Jersey staff to the municipality's needs and goals for this engagement. During this initial consultation, Sustainable Jersey staff will solicit information on current needs for energy efficiency/equipment replacements (Technical Assistance track) or for outreach campaign planning.

Due to the robust support provided by Sustainable Jersey and the customization of this Program, the number of applicants may exceed Sustainable Jersey's capacity to accommodate all applicants. Sustainable Jersey reserves the right to limit program participation at its discretion.

D. Funding Support for Program Participants

Program participants are eligible to receive funding to support their efforts. The Program's flexible funding options are designed to cover expenses involved in completing energy efficiency tracking and management tasks and supporting outreach campaign activity to achieve energy efficiency goals. Funds can be used for eligible (direct or indirect) program-related expenses related to energy efficiency planning initiatives and energy efficiency community outreach campaigns.

Eligible Expenses

Eligible expenses refer to anything directly related to participation in this program. That can include direct expenses such as the purchase of outreach materials, hiring of contractors/consultants, contracting for professional services, or compensating/hiring/reimbursing staff or volunteers for completing tasks and activities related to energy efficiency tracking and management, utility data collection/entry/tracking, attending virtual training sessions, and outreach campaign planning and implementation. For questions, please contact Leanne McGowan, Program Manager, via email at: mcgowale@tcnj.edu.

Grants and Reporting Requirements

By accepting Program funding, a municipality agrees to use the funds to support their efforts related to implementing the SJ–PSE&G Partnership Program. Municipalities accepted into the Program are eligible for the following funding options:

\$2,500 Program Start-up Grant (non-competitive)

All first-time* Program participants will receive a \$2,500 Start-up grant to support their efforts in any of the three tracks. The Program [resolution template](#) that is part of the application includes language about the municipality accepting this grant. See [Section E](#), for more information about the resolution requirement and [Appendix C](#) for a copy of the resolution template.

Application: None if acceptance language is included in Program resolution.

Availability: One time per municipality upon entering the Program.

Reporting: Submit a short statement on how the funds were utilized, including a summary of accomplishments. Grant award letters will include the grant reporting deadline.

*Returning municipalities that participated in a previous round of the Partnership Program are **not eligible** for an additional Start-up Grant but may apply for a second Outreach Campaign Grant if sufficient funding is available.

\$5,000 Residential Outreach Campaign Grant

Supplemental grants will be available on a competitive basis to support Residential Outreach Campaigns (participation in virtual sessions and completion of foundational program tasks is expected).

Application: A separate short application is required, including submission of a budget, description of planned activities, and grant acceptance form. Applicants must also upload its residential outreach campaign plan to the Municipal Collateral and Outreach plan form.

Availability: All municipalities are eligible to apply for this grant upon completion of a residential outreach campaign plan in consultation with Sustainable Jersey.

Reporting: Upon completion of the Outreach Campaign, submit a brief project report/summary of campaign activities and campaign accomplishments and a simple accounting of expenses. Grant award letters will include the grant reporting deadline.

\$5,000 Commercial Outreach Campaign Grant

Supplemental grants will be available on a competitive basis to support Outreach Campaigns only (participation in virtual sessions and completion of foundational program tasks is expected).

Application: A separate short application is required, including submission of a budget, description of planned activities, and grant acceptance form. Applicants must also upload its commercial outreach campaign plan to the Municipal Collateral and Outreach plan form.

Availability: All municipalities are eligible to apply for this grant upon completion of a commercial outreach campaign plan in consultation with Sustainable Jersey.

Reporting: Upon completion of the Outreach Campaign, submit a brief project report/summary of campaign activities and campaign accomplishments and a simple accounting of expenses. Grant award letters will include the grant reporting deadline.

Total Program Grant funding for any municipality will not exceed \$12,500 in a calendar year.**

**A municipality that has received two Outreach Campaign grants in a calendar year for their residential and commercial outreach campaigns may apply the following calendar year for an additional Outreach Campaign Grant. Subject to the availability of funds, this additional grant may be made available on a competitive basis, with priority given to distressed communities, as determined by a community's MRI Rank, based on the NJ Division of Community Affairs Municipal Revitalization Index (MRI).

Outreach Toolkit

An Outreach Toolkit of customizable resources is offered in addition to the above Grants for participants in Tracks 1 and 2.

Sustainable Jersey–PSE&G Partnership Program Outreach Toolkit

Materials available in the Toolkit* include:

- a. Complimentary customized outreach campaign services and resources
 - i. videography for creating testimonial videos of local residents or business owners who've participated in PSE&G incentives;
 - ii. community website for promoting the Outreach Campaign;
 - iii. direct mailing to residents or small businesses from the municipality; and/or
 - iv. customized tablecloth and banners (vertical and over-street).
- b. Outreach Campaign promotional and tabling materials that can be customized** and used throughout the campaign and at community events
 - i. Program flyer
 - ii. press release and social media templates; and
 - iii. PSE&G giveaways.

*Municipalities will select relevant Toolkit items from the list above upon consultation with Sustainable Jersey staff. Please note that availability of some items may depend on professional services beyond the control of Sustainable Jersey.

**Outreach Templates provided by Sustainable Jersey must be used "as is" without any changes.

E. Program Application

Applications must be submitted using the SJ–PSE&G Partnership Program [Online Application](#) by 11:59 PM on the [application due date](#) at the top of page 1. For questions about the application deadline, or an application extension, please contact Leanne McGowan, Program Manager, at mcgowale@tcnj.edu, or at 609.771.2063. Only online application submissions will be considered for funding.

Applicants will submit one application to participate in the Partnership Program. Each applicant will select ONE of the following tracks as part of the initial application process:

- Track 1. Residential Energy Efficiency Outreach Campaign
- Track 2. Commercial Energy Efficiency Outreach Campaign
- Track 3. Technical Assistance for Energy Efficiency in Municipal Facilities

Upon successful completion of foundational activities (see [Section A](#) above) in the initially-selected track, a municipality can move into a second track (subject to the availability of resources from Sustainable Jersey).

The goal of the Program is to have participating municipalities complete all three tracks over a period of time. Each municipality can move at its own pace, with some municipalities completing tracks in a shorter timeframe than others that might need two or more years.

See [Appendix A](#) for instructions on how to use the SJ–PSE&G Partnership Program Online Application. The Program application can be accessed using this link:

<https://webportalapp.com/sp/login/sjsegeppapp>

The online application form includes the following sections:

1. Applicant Information

- Municipality, county, and mailing address.

2. Applicant Contacts

- Primary and secondary contacts. Provide full contact information, including name, title, street address, email address, and phone numbers for a primary and secondary staff contact. The primary and/or secondary contacts should be municipal officials (not consultants). These contacts will be notified once a final decision on the application is made.
- Fiscal contact. Provide full contact information for a fiscal contact who can process the grant funds (this can be the same as the primary or secondary contact). Provide the municipality's Employer Identification Number (EIN).

3. Contacts for Program-related activities

- We encourage you to provide additional contacts likely to be involved in the Program. This is not mandatory but demonstrates the municipality's commitment.

- For the Outreach Campaign track, please provide names for members of the outreach team, such as Environmental Commission or Green Team member or elected officials.
- For the Technical Assistance track, please provide names for municipal staff that will be involved in reviewing utility bills, energy use, and making decisions regarding energy efficiency upgrades, such as DPW/facilities staff, financial staff, and Business Administrator.

4. Proposed Program energy efficiency goals (optional)

- For the Outreach Campaign track, please share information (if any is available) on existing initiatives or priorities that your community may have that could support or relate to a community Outreach Campaign on energy efficiency. Feel free to include any previous energy efficiency awareness outreach or other related activities or relevant community needs/barriers.
- For the Technical Assistance track, please provide general goals for municipal facilities that the municipality hopes to address with the support of Sustainable Jersey technical assistance. Also, please provide more information on your municipality's buildings and history of energy efficiency upgrades.

5. Program Authorization

- Digitally sign the authorization form. This should be signed by a member of the governing body, the business administrator, or an authorized staff member.

6. Resolution

- A signed and dated municipal resolution demonstrating a commitment to the Program should be submitted with the application by the deadline. **Applications may be accepted with a proposed resolution and the date it will be presented to the governing body.** Please contact Leanne McGowan at mcgowale@tcnj.edu if you are unable to submit the signed and dated resolution with your application.
- If your municipality is a first-time applicant, include the Start Up grant acceptance language in your resolution (included in the template) in order to be eligible to receive this funding upon acceptance in the Program and approval by Program staff. Learn more about the Start Up grants in [Section D](#).
- NOTE: This resolution is different from the resolution passed to register for Sustainable Jersey.
 - Click [here](#) for a sample municipal resolution supporting the submission of the 2024 Sustainable Jersey–PSE&G Partnership Program application. It would be best to start the process of obtaining the municipal resolution as early as possible to allow enough time to have the resolution adopted.
 - Once the online application, including your resolution, has been submitted via the Sustainable Jersey Grants Online Grant Application, the primary and secondary contacts listed on the application will receive a confirmation email that the application was successfully submitted.

NOTE FOR ALL APPLICANTS

Contact Leanne McGowan, Program Manager, via email at mcgowale@tcnj.edu, or voicemail at 609.771.2063 if you have any questions regarding this opportunity.

F. Terms and Conditions

1. For municipalities beginning with Track 1. Residential Energy Efficiency Outreach Campaign or Track 2. Commercial Energy Efficiency Outreach Campaign: It is expected that a good faith effort will be made to launch an outreach campaign within 6 months of receiving Program funding.
2. For municipalities beginning with Track 3. Technical Assistance for Energy Efficiency in Municipal Facilities: It is expected that the municipality will begin its Technical Assistance efforts within three months of receiving Program funding.
3. For all Program Grants, please review the reporting requirements ([Section D](#)).
4. Outreach Materials: Outreach material templates (Mayor's letter to residents, flyer, etc.) have been created by Sustainable Jersey and PSE&G to support municipalities in creating successful Outreach Campaigns. Templates are designed to be easily customizable by inserting a municipality's name and logo where indicated. Beyond this, the information/text in templates cannot be altered or omitted.

Appendix A. Online Grant Application Portal, Creating an Account

NOTE: Whether the municipality has submitted a grant application to Sustainable Jersey in the past, or has not previously created an online account on the Sustainable Jersey Grants Program Online Application portal, please follow the instructions below.

This account can be used to submit multiple applications for the Sustainable Jersey–PSE&G Partnership Program. A municipality should use only one account to submit any program track applications, grant applications and reporting forms associated with its participation in the Program.

A municipality will be able to submit up to three applications--one for each of the program tracks. Municipalities will be given the opportunity to apply for more than one program track following initial acceptance into the Program and after recommendation from the Sustainable Jersey Energy Team. Making progress in one program track will not prevent a municipality from working on another program track.

Below is more information on how to utilize the online portal. When working on an application, you may save your work, log out, and resume your progress at any time by using the login feature. Drafts of the application will automatically save every 5 minutes and a "save draft" button is available at the end of the application form. Applicants are encouraged to save manually using the button.

An application can be accessed and edited once submitted, until the deadline. Please contact Leanne McGowan, Program Manager, mcgowale@tcnj.edu, if you need assistance.

STEP ONE

New applicants: Sign up for an account via the online **SJ–PSE&G Partnership Program Application**.
Current/previous participants: Use your existing SJ–PSE&G Partnership Program account.

<https://webportalapp.com/sp/login/sipsegeppapp>

Be sure to record the email address and password you used. Accepted program participants will need this information to log into the system to complete grant applications, any required reports, and additional program track applications.

The person signing up for the account will be considered the account's **primary contact**. Sustainable Jersey will direct all communications about any applications to both the primary and secondary contacts (see Step Three below).

NOTE: This account is **NOT** the same account used by your municipality to submit applications into any of the Sustainable Jersey Grants Program cycles. Even if your municipality has a grant account, the primary contact working on the SJ–PSE&G Energy Efficiency Partnership Program must sign up for a new account.

Sustainable Jersey-PSE&G Energy Efficiency Partnership Program Account

This account can be used to submit an application to participate in the Sustainable Jersey-PSE&G Energy Efficiency Partnership Program. Below is more information on how to utilize your account. Learn more about the Program [here](#) in the Application Information Packet.

Multiple Tracks
Applicants will submit one application to participate in the Partnership Program. Each applicant will select ONE of the following tracks as part of the initial application process.

Sign In

Email

Password

[Forgot your password?](#)

Need an Account?

Sign Up

Enter an email address and choose a password to create a new account.

Email

Password

- Must contain at least one lowercase letter
- Must contain at least one uppercase letter
- Must contain one number
- Must be between 8 and 32 characters
- Must not be an email address

Confirm password

Passwords must match

STEP TWO

After signing up for your account, you must create a profile before moving forward with filling out an application. Click “Create a Profile to Get Started” to access the Profile form.

Homepage Welcome, vollmerk@tcnj.edu

Thank you for signing up for a Sustainable Jersey-PSE&G Energy Efficiency Partnership Account account! As the **primary contact**, you will use this account to submit program track applications and, if selected to participate, any grant applications or required reporting requirements associated with your participation. Before moving forward with an application, you must first create a Profile for your account.

Please click "**Create a Profile to Get Started**" to begin. You can always edit your Profile by clicking "Edit".

You cannot move forward until you have completed your Profile.

[Create a Profile to Get Started](#)

Applicant Information

Only eligible municipalities are listed and able to apply. Search for your municipality name via the search bar and this information will auto-fill. Please note that municipalities with the same name may have to try clicking on more than one name before finding the one assigned to the correct county.

If your municipality is not listed, then you are not eligible to apply for this Program.

Select Your Municipality *

Only eligible municipalities are listed

County *

Mailing Address *

The profile will ask you to provide more information about your municipality.

STEP THREE

You will also be asked to provide contact information for a **primary, secondary and fiscal contact**.

Please note that the primary and secondary contacts must be municipal employees. These contacts cannot be consultants. Sustainable Jersey will direct all communications about the application to the primary and secondary contacts.

Primary Application Contact

This is the primary person Sustainable Jersey will correspond with regarding this application and any subsequent award. The primary contact must be a municipal staff member. It cannot be a consultant.

Name *

Title *

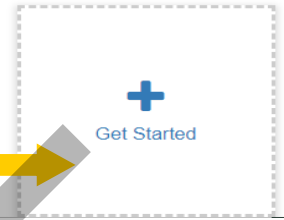
Phone *

Phone Number Extension

Email *

STEP FOUR

After filling out the profile section, you will be able to access an application form for any of the three program tracks. Click “Get Started” to access the application form. You are now ready to complete the different application sections. The application questions are provided in [Section E](#) above.



DRAFT

Appendix B. List of Municipalities Served 100% by PSE&G (electricity and gas)

Allentown Boro	Ewing Twp	Maplewood Twp	Ridgewood Village
Audubon Boro	Fair Lawn Boro	Maywood Boro	River Edge Boro
Audubon Park Boro	Fairfield Twp	Merchantville Boro	River Vale Twp
Barrington Boro	Fairview Boro	Middlesex Boro	Riverside Twp
Bayonne City	Fieldsboro Boro	Midland Park Boro	Riverton Boro
Belleville Twp	Florence Twp	Millstone Boro	Rochelle Park Twp
Bellmawr Boro	Fort Lee Boro	Montclair Twp	Rocky Hill Boro
Bergenfield Boro	Franklin Twp, Somerset	Montgomery Twp	Roseland Boro
Beverly City	Garfield City	Moonachie Boro	Rutherford Boro
Bloomfield Twp	Glen Ridge Boro	Moorestown Twp	Saddle Brook Twp
Bogota Boro	Glen Rock Boro	Mount Ephraim Boro	Secaucus Town
Bordentown City	Gloucester City	Mount Holly Twp	Somerville Boro
Bordentown Twp	Guttenberg Town	Mount Laurel Twp	South Bound Brook Boro
Bound Brook Boro	Hackensack City	National Park Boro	South Hackensack Twp
Brooklawn Boro	Haddon Heights Boro	New Brunswick City	South Orange Village Twp
Burlington City	Haddon Twp	New Milford Boro	South Plainfield Boro
Burlington Twp	Haddonfield Boro	Newark City	Tavistock Boro
Caldwell Boro	Hainesport Twp	North Arlington Boro	Teaneck Twp
Camden City	Haledon Boro	North Bergen Twp	Tenafly Boro
Carlstadt Boro	Hamilton Twp	North Brunswick Twp	Teterboro Boro
Cedar Grove Twp	Harrison Town	North Caldwell Boro	Totowa Boro
Cinnaminson Twp	Hasbrouck Heights Boro	North Haledon Boro	Trenton City
City of Orange Twp	Haworth Boro	North Plainfield Boro	Union City
Cliffside Park Boro	Hawthorne Boro	Nutley Twp	Verona Twp
Clifton City	Highland Park Boro	Oaklyn Boro	Waldwick Boro
Collingswood Boro	Hillsdale Boro	Oradell Boro	Wallington Boro
Delanco Twp	Hoboken City	Palisades Park Boro	Washington Twp, Bergen
Delran Twp	Ho-ho-kus Boro	Palmyra Boro	Weehawken Twp
Dumont Boro	Irvington Twp	Paramus Boro	West Caldwell Twp
Dunellen Boro	Jersey City	Passaic City	West New York Town
East Orange City	Kearny Town	Paterson City	West Orange Twp
East Rutherford Boro	Leonia Boro	Pennsauken Twp	Westampton Twp
Eastampton Twp	Little Falls Twp	Piscataway Twp	Westville Boro
Edgewater Boro	Little Ferry Boro	Plainfield City	Westwood Boro
Edgewater Park Twp	Lodi Boro	Plainsboro Twp	Willingboro Twp
Elmwood Park Boro	Lumberton Twp	Princeton	Woodbury City
Emerson Boro	Lyndhurst Twp	Prospect Park Boro	Woodcliff Lake Boro
Englewood City	Mansfield Twp	Raritan Boro	Woodland Park Boro
Englewood Cliffs Boro	Manville Boro	Ridgefield Boro	Woodlynne Boro
Essex Fells Boro	Maple Shade Twp	Ridgefield Park Village	Wood-ridge Boro

Appendix C. Resolution Template

Resolution of Support from Local Governing Body Authorizing the 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program Application

Instructions

A sample resolution to accompany the 2024 Sustainable Jersey-**PSE&G Energy Efficiency Partnership Program** application is below. The purpose of the resolution is to affirm that the governing body approves and supports the proposed program/activities. A signed and certified resolution should be uploaded with the application to the Sustainable Jersey Grants Program portal. **If you are unable to provide a signed and certified resolution by the application deadline, please inform** Leanne McGowan, Energy Program Manager, by email: mcgowale@tcnj.edu.

Any standard resolution in support of applying for the 2024 Partnership Program will suffice. You are not required to use this format. However, if not using this template, **new** Program applicants should include language supporting the municipality's application for a \$2,500 **Start-Up Grant** in its resolution. This will expedite the process of receiving those funds upon admission into the Program. Previous Program participants that have already received a Start-Up grant do not need to include this language in their resolution, as this funding can only be received by a municipality one time.

SAMPLE RESOLUTION [Municipality]

Resolution of Support from Local Governing Body Authorizing Participation in the 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic, and social objectives are balanced and mutually supportive; and

WHEREAS, [Municipality] strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

[WHEREAS, [Municipality] is participating in Sustainable Jersey;] and

WHEREAS, one of the purposes of Sustainable Jersey is to provide resources to municipalities to make progress on sustainability issues, and they have created the 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program to help increase energy efficiency for residents, businesses, and municipal facilities. This Program includes a Sustainable Jersey Start-up Grant funded by PSE&G in the amount of \$2,500 for first-time participants.

**BOROUGH OF WATCHUNG
RESOLUTION: R6**

WHEREAS, there exists in the **BOROUGH OF WATCHUNG** a need for the services of a firm specializing in the investigation, research, planning, preparation and pursuit of programs submitted to various federal, state and county authorities and foundations for obtaining vital financial and other aid for municipal programs; and

WHEREAS, such services involve professional knowledge and public relations consultants as well as specialized knowledge of available federal, state, county and foundation grant programs and the numerous applications, submissions and actions necessary to obtain and successfully pursue such programs and involve such qualified services and knowledge that specifications cannot reasonably be formulated and public bidding is not feasible; and

WHEREAS, the need for such services is great and immediate and the necessary funds are available;

WHEREAS, Section 40A:11-5 of the Local Public Contracts Law exempts professional services from public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the **BOROUGH OF WATCHUNG**, New Jersey, as follows:

1. For the reasons above stated, it is hereby determined that such services and programs involve such qualitative and professional services that drawing of specifications is not practical and public bidding is not appropriate, feasible or required.
2. The contract for the performance of all necessary professional consultation and work involved in the study of federal, state, county and foundation grant programs on behalf of the **BOROUGH OF WATCHUNG**, New Jersey, and the related research, planning, preparation and submission for such programs is hereby awarded to Bruno Associates, Inc., 1373 Broad Street, Suite 203B, Clifton, NJ 07013, without competitive or public bidding.
3. Bruno Associates, Inc. shall be paid for such services the sum of **\$3,250.00** per month, commencing September 20, 2024 and terminating September 19, 2025, for a total of **\$39,000.00**.
4. No programs shall be applied for without Council approval.
5. A copy of this Resolution shall be published in the official newspaper within ten (10) days, according to law.

Paul Fischer, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 19, 2024
INDEX: AWARDS,
C: B.HANCE,

BOROUGH OF WATCHUNG PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made on the ____ day of September, 2024, BY and BETWEEN the Borough of Watchung having its principal offices located at 15 Mountain Boulevard, Watchung, NJ 07069, County of Somerset and State of New Jersey, party of the first part, hereinafter referred to as Client and Bruno Associates, Inc., a New Jersey Corporation, having its principal offices located at 1373 Broad Street, Suite 203B, Clifton, NJ 07013, hereinafter referred to as Consultant.

WHEREAS, the CLIENT has a need for Grant Writing and Consulting Services;

WITNESSETH :

WHEREAS, the Consultant has offered to the Client its professional services to study, evaluate and apply for federal, state, county and foundation grant programs on behalf of the Client and the Client wishes to engage the Consultant to perform such professional services;

NOW, THEREFORE, the parties do agree as follows:

1. The Consultant agrees to perform all necessary professional consultation and other work involved in the study of federal, state, county and foundation grant program needs of the Client, and the related research, planning, preparation and submission of all applications for such programs, as the client shall agree to submit, for the of **\$3,250.00** per month, payable on the first day of each month in advance (prorated for any partial month resulting from the termination of the Term prior to its expiration) for a total contract amount of **\$39,000.00**.
2. The term of this agreement shall be for a one-year period commencing September 20, 2024 and terminating September 19, 2025.
3. The Client agrees to purchase from the Consultant the aforesaid professional services for the sum and in the manner set forth above.
4. **Termination by Either Party.** This Agreement may be terminated upon 60 days written notice without cause or penalty by either party.
5. In the event Client wishes to continue the services of Consultant after the termination date of this Agreement, Consultant shall continue to perform its services at the same rate as per the above Paragraph 1 pending the effective date of a new contract term.
6. **Confidentiality of Information.** Consultant understands and agrees that data, materials, and information disclosed to or obtained by the Consultant may contain confidential and protected information. The Consultant covenants that data, material, and information gathered, based upon or disclosed to the Consultant for the purpose of this Agreement will not be disclosed to or discussed with third parties (including but not limited to political organizations, candidates, candidate committees, political action committees, or any other advocacy organization) without the prior written consent of the Client.
7. **Merger & Modification.** This Agreement constitutes the entire Agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Agreement. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and sealed as of the date set forth.

ATTEST:WITNESS

Edith G. Gil, Borough Clerk

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

Ronald Jubin, Ph.D., Mayor

ATTEST:WITNESS

M. Castelbuono

Melissa Castelbuono
Director of Finance & Administration

**BRUNO ASSOCIATES, INC.
PASSAIC COUNTY, NEW JERSEY**

Christopher Brown

Christopher Brown, CEO

DRAFT

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/16**

**AN ORDINANCE OF THE BOROUGH OF WATCHUNG, AMENDING
CHAPTER 14, PROPERTY MAINTENANCE, BY ESTABLISHING
REGULATIONS AND PROCEDURES PERTAINING TO LEAD-BASED
PAINT TESTING IN COMPLIANCE WITH STATE LAW.**

WHEREAS, the New Jersey Legislature enacted P.L. 2021, c.182 (N.J.S.A. 52:27D-437.16 to -437.20), establishing new inspection and testing requirements lead-based paint for residential rental properties; and

WHEREAS, P.L. 2021, c.182, and its corresponding Regulations, require all municipalities to enact ordinances to implement lead-based paint programs for residential rental properties; and

WHEREAS, the Borough of Watchung desires to comply with P.L. 2021, c.182, and its corresponding Regulations through the adoption of this Ordinance.

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

SECTION 1. Chapter 14 entitled “Property Maintenance” The Code of the Borough of Watchung is hereby supplemented and amended by the creation of new Article XI to be entitled “Lead-Based Paint” to read as follows:

Chapter 14. Property Maintenance.

Article XI Lead-Based Paint.

§14-63 Lead-Based Paint – Residential Rental Properties.

§14-63.1 Definitions.

As used in this Article, the following terms shall have the meanings indicated:

"Dust wipe sampling" means a sample collected by wiping a representative surface and tested in accordance with a method approved by the United States Department of Housing and Urban Development.

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/16**

“Inspector” means a lead evaluation contractor who is certified to provide lead paint inspection services by the New Jersey Department of Community Affairs.

"Tenant turnover" means the time at which all existing occupants vacate a dwelling unit and all new tenants move into the dwelling unit.

"Visual assessment" means a visual examination for deteriorated paint or visible surface dust, debris, or residue.

§14-63.2 Inspections.

- A. The Borough shall inspect every single-family, two-family, and multiple rental dwelling located within the Borough at tenant turnover for lead-based paint hazards or within two (2) years of the effective date of P.L. 2021, c.182, whichever is earlier. Thereafter, all such units shall be inspected for lead-based paint hazards the earlier of every three (3) years or upon tenant turnover, except that an inspection upon tenant turnover shall not be required if the owner has a valid lead-safe certification. The owner of any such rental dwelling shall not permit any tenant turnover without first complying with this Article. The Borough shall charge the dwelling owner or landlord and the dwelling owner or landlord shall pay the Borough in advance of any inspection, a fee of \$400.00 for each unit inspected to cover the cost of the inspection, which shall be dedicated to meeting the costs of implementing and enforcing this Article. In a common interest community, any inspection fee charged pursuant to this Article shall be the responsibility of the unit owner and not the homeowners' association, unless the association is the owner of the unit.
- B. The dwelling owner or landlord may directly hire a lead evaluation contractor who is certified to provide lead paint inspection services by the New Jersey Department of Community Affairs to satisfy the requirements of this Article. In the event that a dwelling owner or landlord directly hires such a lead evaluation contractor, a copy of the certification from such contractor must be provided to the Borough.
- C. The Borough or private lead evaluation contractor with the duty to inspect single-family, two-family, and multiple rental dwellings pursuant to this Article, may consult with the local health board, the State of New Jersey Department of Health, or the State of New Jersey Department of Community Affairs concerning the criteria for the inspection and identification of areas and conditions involving a high risk of lead poisoning in dwellings, methods of detection of lead in dwellings, and standards for the repair of dwellings containing lead paint.

§14-63.3 Exceptions.

A dwelling unit in a single-family, two-family, or multiple rental dwelling shall not be subject to inspection and evaluation for the presence of lead-based paint hazards if the unit:

- A. has been certified to be free of lead-based paint;

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/16**

- B. was constructed during or after 1978;
- C. is in a multiple dwelling that has been registered with the State of New Jersey Department of Community Affairs as a multiple dwelling for at least ten (10) years, either under the current or a previous owner, and has no outstanding lead violations from the most recent cyclical inspection performed on the multiple dwelling under the "Hotel and Multiple Dwelling Law," N.J.S.A. 55:13A-1, et seq.;
- D. is a single-family or two-family seasonal rental dwelling which is rented for less than six (6) months duration each year by tenants that do not have consecutive lease renewals; or
- E. has a valid lead-safe certification issued in accordance with Article.

§14-63.4 Abatement of Lead Paint.

- A. If the Borough finds that a lead-based paint hazard exists in a dwelling unit upon conducting an inspection pursuant to this Article, then the owner of the dwelling unit shall remediate the lead-based paint hazard by using abatement or lead-based paint hazard control methods, approved in accordance with the provisions of the "Lead Hazard Control Assistance Act," N.J.S.A. 52:27D-437.1, et al. Upon the remediation of the lead-based paint hazard, the Borough shall conduct an additional inspection of the unit to certify that the hazard no longer exists.
- B. If the Borough finds that a lead-based paint hazard exists in a dwelling unit upon conducting an inspection pursuant to this Article, then the Borough shall notify the Commissioner of Community Affairs, who shall review the findings in accordance with the "Lead Hazard Control Assistance Act," N.J.S.A. 52:27D-437.8.
- C. If a lead hazard is identified in an inspection of one of the dwelling units in a building consisting of two- or three- dwelling units, then the Borough shall inspect the remainder of the building's dwelling units for lead hazards, with the exception of dwelling units that have been certified to be free of lead-based paint.

§14-63.5 Issuance of Certification.

If the Borough finds that no lead-based paint hazards exist in a dwelling unit upon conducting an inspection pursuant to this Article, or following remediation of a lead-based paint hazard, then the Borough shall certify the dwelling unit as lead-safe on a form prescribed by the New Jersey Department of Community Affairs as provided for in regulations or guidance promulgated pursuant to N.J.S.A. 52:27D-437.20. The lead-safe certification provided to the property owner by Construction Code Official pursuant to this Section shall be valid for a period of two (2) years.

§14-63.6 Property Owner/Landlord Responsibilities.

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/16**

Beginning on the effective date of P.L. 2021, c.182, all applicable property owners shall:

- A. provide evidence of a valid lead-safe certification obtained pursuant to this Article, as well as evidence of the most recent tenant turnover at the time of the cyclical inspection carried out under the "Hotel and Multiple Dwelling Law," N.J.S.A. 55:13A-1, et seq., unless not required to have had an inspection;
- B. provide evidence of a valid lead-safe certification obtained pursuant to this Article to new tenants of the property at the time of tenant turnover unless not required to have had an inspection, and shall affix a copy of such certification as an exhibit to the tenant's or tenants' lease; and
- C. maintain a record of the lead-safe certification which shall include the name or names of the unit's tenant or tenants, if the inspection was conducted during a period of tenancy, unless not required to have had an inspection.

§14-63.7 Addition Inspection Requirements.

- A. If less than three (3%) percent of children tested in the Borough, six years of age or younger, have a blood lead level greater than or equal to five (5) ug/dL, according to the central lead screening database maintained by the State of New Jersey Department of Health pursuant to N.J.S.A. 26:2-137.6, or according to other data deemed appropriate by the commissioner (as such term is used in and for the purposes of N.J.S.A. 52:27D-437.16), then the Borough may inspect a dwelling located therein for lead-based paint hazards through visual assessment.
- B. If at least three (3%) percent of children tested, six years of age or younger, have a blood lead level greater than or equal to five (5) ug/dL, according to the central lead screening database maintained by the State of New Jersey Department of Health pursuant to section 5 of P.L.1995, c.328 (C.26:2-137.6), or according to other data deemed appropriate by the commissioner, then the Borough shall inspect a dwelling located therein through dust wipe sampling.
- C. If a lead hazard is identified in an inspection of one of the dwelling units in a building consisting of two- or three- dwelling units, then the Borough shall inspect the remainder of the building's dwelling units for lead hazards, with the exception of dwelling units that have been certified to be free of lead-based paint. The Borough may charge fees in accordance with this Section for such additional inspections.

§14-63.8 Inspections Authorized.

The Borough Zoning Officer, Property Maintenance Inspector, or other designated Borough official who is certified to conduct lead paint inspection services by the New Jersey Department of Community Affairs, at the Borough Administrator's designation, shall be authorized to conduct inspections, investigations and issue penalties to enforce a property owner's failure to comply with N.J.S.A. 52:27D-437.16 or this Article.

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/16**

§14-63.9 Violations and Penalties.

If the Borough official determines that a property owner has failed to comply with a provision of N.J.S.A. 52:27D-437.16 or this Article, the property owner shall first be given thirty (30) days to cure any violation by conducting the required inspection or initiate any required remediation efforts. If the property owner has not cured the violation after the 30-day period, the property owner shall be subject to a penalty not to exceed \$1,000.00 per week until the required inspection has been conducted or remediation efforts have been initiated.

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

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

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

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/16**

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

INTRODUCED BY: GIBBS
PASSED:
PUBLISHED:
ADOPTED:

ATTEST:

BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

By: _____
Ronald Jubin, Ph.D., Mayor

**BOROUGH OF WATCHUNG
RESOLUTION: R7**

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 September 19, 2024.
2. The general nature of the subject matter to be discussed:
 - a. Personnel Matters involving borough's inspector
 - b. Attorney-Client Privilege Contract Negotiations - Capodagli
3. Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.
4. The Borough Council may take official action on those items discussed in executive session upon completion of the executive session.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 19, 2024

INDEX: MISC.

C:

**BOROUGH OF WATCHUNG
RESOLUTION: R8**

***RESOLUTION AUTHORIZING PARTICIPATION IN THE NJDEP FISH AND WILDLIFE
TROUT STOCKING PROGRAM***

WHEREAS, the State of New Jersey's Department of Environmental Protection is looking to expand its trout stocking program by 20 lakes in 2026; and

WHEREAS, the Borough of Watchung is interested participating in the State's Fish and Wildlife Trout Stocking Program which will be starting in 2026.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Mayor and Council of the Borough of Watchung hereby support participation of the NJDEP's Fish and Wildlife Trout Stocking Program for its lakes scheduled to commence in the Spring of 2026.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 19, 2024
INDEX: FINANCE-MISC
C: DPW