



BOROUGH OF WATCHUNG

15 MOUNTAIN BOULEVARD
WATCHUNG, NEW JERSEY 07069

MAYOR & COUNCIL MEETING AGENDA

THURSDAY, DECEMBER 5, 2024

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 requested by emailing egil@watchungnj.gov**

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

DECEMBER 5, 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

SPECIAL PRESENTATION

- ❖ Recognizing the Green Team Advisory Board for their Sustainable Jersey Silver Certification

REPORTS OF COUNCIL COMMITTEES

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

REPORTS OF BOROUGH OFFICERS

7. Engineer
8. Police Chief
9. Fire Official
10. Rescue Squad
11. Attorney
12. Finance
13. Borough Clerk
14. Administrator
15. Planning Board
16. Municipal Alliance
17. Library Advisory Committee
18. Traffic and Beautification

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.*

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

DECEMBER 5, 2024 - 7:30 P.M.

UNFINISHED BUSINESS

ORDINANCES ON PUBLIC HEARING & FINAL ADOPTION

OR 24/17: AN ORDINANCE AMENDING CHAPTER 28, LAND DEVELOPMENT, OF THE BOROUGH CODE BY ESTABLISHING REGULATIONS OF TEMPORARY ACCESSORY STRUCTURES THROUGHOUT THE BOROUGH

OR 24/18: AN ORDINANCE AUTHORIZING A STORMWATER DRAINAGE & MAINTENANCE EASEMENT AT 55 BEECHWOOD LANE, BLOCK 25.01/ LOT 7

NEW BUSINESS

REPORTS & CORRESPONDENCE:

Acknowledging Receipt of the following Borough Reports:

Board of Adjustment Minutes	October 10, 2024
Construction Monthly Report	November 2024
Fire Prevention Monthly Report	November 2024
Green Team Minutes	September 25, 2024
Historical Committee Minutes	September 18, 2024 October 16, 2024
Library Advisory Committee Minutes	May 15, 2024
Mayor and Council Minutes	November 7, 2024
Planning Board Minutes	October 15, 2024

#24: Planning Board Review Memo of ORD 24/17, recv'd 11/15/24, cc: M&C, JS, JD

#25: Notice of Allison Baitel's Non-Renewal of Membership from the Recreation Commission recv'd 11/5/24, cc: M&C, DG

#26: Notice from the SC Planning Board re State Development & Redevelopment Cross Acceptance Plan, recv'd 11/18/24, cc: M&C, JD, PB

CONSENT ITEMS

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

R1: Authorizing the Return of Escrow Monies for Engineering Review Fees

R2: Waiving Borough Fees for Watchung's Winter Wonderland event on December 21st

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R3: Authorizing Purchases Over Allowed Threshold – Party Perfect Rentals, LLC

NON-CONSENT ITEMS

R4: Establishing Green Purchasing Policies for the Borough

R5: Authorizing a Contract with Animal Control Solutions, LLC for 2025

INTRODUCTION OF ORDINANCES

OR 24/20: AN ORDINANCE AMENDING CHAPTER 27, RESIDENTIAL RENTAL PROPERTY REGISTRATION, OF THE BOROUGH’S CODE TO UPDATE INSPECTION REGULATIONS

OR 24/21: ORDINANCE AMENDING CHAPTER 3, POLICE DEPARTMENT, OF THE BOROUGH’S CODE TO UPDATE THE ORGANIZATION OF THE WATCHUNG BOROUGH POLICE DEPARTMENT

OR 24/22: ORDINANCE AMENDING CHAPTER 6, POLICE REGULATIONS, OF THE BOROUGH’S CODE TO ESTABLISHING RESTRICTED AREAS AT THE WATCHUNG BOROUGH POLICE DEPARTMENT

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.

ADJOURNMENT

The next meeting of the Mayor and Council will be Thursday, December 19, 2024 at 7:30 P.M.

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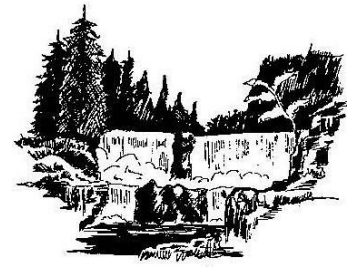
Public Works Committee

Chair: Ead
Abi-Habib
Dahl

The Committee along with the Administrator, Borough Engineer, and Public Works Manager will meet in December to discuss the following:

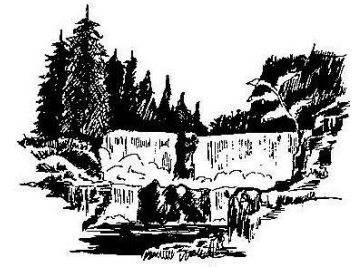
- 1) PSE&G Updates (all noted online for changes)
12/2-12/13 Night work 8pm-6am
Hillcrest to Crestwood to Valley Road
(no work on 12/2)
12/3-12/13 Daywork 7:00 AM-3:30 PM
Ridge Road to Hillcrest to Parlin
- 2) 2024 DOT Grant Road Project: Minor punch list items then close out
- 3) 2025 DOT Road Project: (submitted, waiting on DOT)
Brookdale, Anderson Rd., and Skyline Dr.
- 4) Working on plan for Endeavor Grant received: \$66,000
- 5) Library Bridge:
-Main construction complete, temp. rails planned during the library construction; final rails and clean-up once library construction completed
- 6) Phillips Bridge-Engineering plan complete, scheduling construction
To utilize the FEMA funds to sure up Abutment/Stabilization
- 7) Library:
-moving forward on plans to go out to bid estimated January 2025
- 8) Phase Two Sidewalk Project
-Working with County for next steps and plan to continue 2025 budget
- 9) Review walk-path Brookdale/Parking Lot Projects/slated for 2025 budget
- 10) Watchung Lake and Best Lake Dredge
-Constant review of Grant Options and critical funding, working
With newly contracted Grant Writing Firm, Bruno Associates
- 11) I & I Study/repairs in review using grant funds
- 12) Ness Farm:
-Moving forward with grant opportunity to review clean-up/cap opportunity options

BOROUGH OF WATCHUNG



- 13) NJ DEP MS4 Permit Requirements:
(Proposal on track)
-\$15,000 received. 2nd grant submitted,
-\$15,000 each year for 2-years Borough investment
- 14) Street Sweeping (Ordered) and waiting on County
- 15) Cement work:
-Borough Hall, Police Station slated for 2025 budget cycle
- 16) New “God’s Acre Sign” in final production
- 17) Leaf Collection in progress (bag leaves in approved brown bags)
- 18) Fountains to be removed for season in next two weeks
- 19) Culvert Inspection: Leaves and debris before winter ongoing
- 20) Veteran Banners will come down after Veteran’s Day and the Winter Banners
And winter decorations will begin and continue through November through
First week of December

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FIRE DEPARTMENT REPORT

November 2024

- 29 calls for the month of November
- 2025 budget was completed and submitted.
- All requested info for AFG grant was compiled and submitted to Bruno Associates for review.
- Motorola APX radios were received that were on order, programming in progress.
- Members participated in a walk-through of the facilities at Fanwood crushed stone (Weldon) to better understand the facilities and plan for any incidents that may require response on the property.
- Members provided man power and water rescue capabilities for the Peace around the world event at Watchung Lake.
- Utility60 is back in service after extended repairs and prices are being obtained to re letter the side of the truck that was repaired and will be submitted to the insurance company once in hand.



Watchung Rescue Squad

Council Report
November 2024

-The month of October was a very exciting and busy month for the Watchung Rescue Squad. The Rescue Squad continues to show its dedication to EMS and the Watchung community. In the month of October, the rescue squad proudly represented the community at various festivals, such as participating in the chili cook-off at the annual harvest festival and giving out candy at the trunk-or-treat. We are always excited to support the community and teach residents about the rescue squad. As always, members had a tremendous amount of fun and are thrilled to see what next year's fall activities will hold!

-The Watchung Rescue Squad continues to show its dedication to EMS and the Watchung community. We would like to congratulate three of our cadets: Kara Liem, Perry Weingarten, and Emma Jubin on successfully completing EMT school and passing their NREMT. Congratulations to our newest EMT's, we appreciate your dedication to the rescue squad all whilst being in school!

-The drill for the month of November will be on Lifting and Moving. During this drill, members will learn how to properly move patients with different devices based on the scenario they are presented with. We would like to thank Somerset County Emergency Services Training Academy instructor Melissa Padulsky for dedicating her time to hold this class on November 26th 2024.

-With December approaching, planning and preparations for the 2024 Tree of Lights are underway. Tree of Lights is a ceremony hosted by the Watchung Rescue Squad in assistance with the town on Saturday December 7th. The ceremony is in remembrance and honor of Pearl Harbor. Residents make donations to the Rescue Squad to dedicate a light in either memory of or in honor of a loved one. This year the rescue squad will be honoring the memory of Barry Hunsinger and all volunteers who work tirelessly to make Watchung such a wonderful town. In the month of November, the lights have been placed on the tree! We would like to thank Rich's Tree Service for taking their time to help us to complete this endearing task! We look forward to seeing you all there!

Call Statistics for October 2024

BLS Calls: 8

ALS Calls: 5

Canceled: 1

RMA: 7

Fire Rehab: 0

Total Calls: 23

Total Calls YTD: 271

Top Responders: Jeiner Bentancourt with 10 calls and Seth Weingarten with 8 calls

Top Crew: Wednesday night crew with 5 calls

Top Hospital:

- University Medical Center: 1
- Overlook: 6

- RWJ Somerset: 2
- Morristown Medical Center: 3

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/17**

**AN ORDINANCE AMENDING CHAPTER 28, LAND DEVELOPMENT, OF THE
BOROUGH CODE BY ESTABLISHING REGULATIONS OF TEMPORARY
ACCESSORY STRUCTURES THROUGHOUT THE BOROUGH**

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. Section 28-203 entitled “Definitions and Descriptions” of Article 28-200 entitled “Definitions and Descriptions” of Chapter 28 entitled “Land Development” of The Code of the Borough of Watchung is hereby amended to add new definitions to read as follows:

Chapter 28. Land Development

Article 28-200 Definitions and Descriptions

§28-203. Definitions and Descriptions.

CARPORT

A roofed structure, freestanding or attached to another structure, designed to provide covered parking for vehicles, boats, tractors, trailers and similar uses.

MEMBRANE STRUCTURE

A structure, usually consisting of an aluminum, steel or plastic frame, which is fully or partially covered with a plastic, fabric, canvas or similar nonpermanent material and is used to provide storage of material, vehicles, boats, recreational vehicles or other personal property. The term shall also apply to structures commonly known as “hoop houses,” canopy-covered carports, and tent garages, but shall not apply to temporary tents or canopies used for special events lasting for less than 24 hours, such as parties, graduations, and weddings.

PORTABLE ON-DEMAND STORAGE STRUCTURE

Any container, storage unit, shed-like container or other portable structure that can be or is used for the temporary storage of personal property of any kind and which is located for such purposes outside an enclosed building other than an accessory building or shed.

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TEMPORARY ACCESSORY STRUCTURE

Any structure of a temporary nature, including, but not limited to, tents, canopies, carports and membrane structures that cover an area up to two hundred and forty (240) square feet, including connecting areas or spaces with a common means of ingress or egress.

Section 2. Subsection Z entitled “(Reserved)” of Section 28-401 entitled “General Zoning District Regulations” of Article 28-400 entitled “Zoning District Regulations” of Chapter 28 entitled “Land Development” of The Code of the Borough of Watchung is hereby amended to read as follows:

Chapter 28. Land Development

Article 28-400 Zoning District Regulations

§28-401 General Zoning District Regulations.

Z. ~~(Reserved)~~ Temporary Accessory Structures.

1. Scope: Temporary accessory structures shall be subject to the regulations of this Section 28-401(F), except where expressly regulated, otherwise, by this Chapter.
2. Permit Required: No temporary accessory structure shall be erected prior to the issuance of a Zoning Permit. Applications for a permit for a temporary accessory structure shall be administered by the Borough Zoning Department.
 - a. Permit applications shall be made to the Borough Zoning Officer, on the forms established by the Borough Zoning Department, and shall include any and all information, documentation, surveys and/or plans as deemed necessary and required by the Zoning Department.
 - b. Permit applications for a temporary accessory structure shall include a non-refundable fee in the amount being the same as established for the filing of general zoning permits as set forth in Article 28-900.
3. Standards/Regulations for Temporary Accessory Structures.

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- a. Temporary accessory structures are only allowed in residential zone districts where the use of the structure is permitted as an accessory use.
 - b. A temporary accessory structures shall not exceed two hundred and forty (240) square feet in area (not including roof overhangs), and no roof overhangs shall exceed twelve (12") inches. The total square footage of all temporary storage structures on a lot shall not exceed four (400) square feet.
 - c. Temporary accessory structures shall not exceed ten (10') feet in height.
 - d. Temporary accessory structures shall be set back a minimum distance of fifty (50') feet from the front lot line, and behind the front line of the principal structure; a minimum distance of five (5') feet from a side and rear lot lines; and shall comply with all other accessory building setbacks as specified in this Chapter.
 - e. Temporary accessory structures shall be adequately screened from adjacent properties and from the public right-of-way. Screening is to be provided to the extent necessary to safeguard the character of the residential zone district. Screening may consist of landscaping and/or hardscaping as may be appropriate for the particular site. All screening shall be maintained in good condition at all times when the temporary accessory structure is in place.
 - f. No temporary accessory structure shall be erected for a period of longer than one hundred and eighty (180) days. The same or similar temporary accessory structure is not permitted on a property more than once in a two (2) year period.
 - g. No more than two (2) temporary accessory structures shall be erected on a single lot.
 - h. No temporary accessory structure shall be used or occupied as a dwelling except for tents utilized for temporary camping purposes.
 - i. All temporary structures shall conform to the structural strength, fire safety, and means of egress, accessibility, light and ventilation, as established in all applicable building and fire codes to ensure the public health, safety and general welfare.
 - j. All temporary accessory structures shall be in compliance with Section 22-901 and 22-801.3 of the Borough's Floodplain Management Regulations.
4. Items Prohibited as a Temporary Accessory Structures: The following are prohibited as a temporary accessory structure:

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- a. Mobile homes, irrespective of how the home may be used including for storage purposes.
 - b. Automobiles, busses, trucks, semi-tractor trailers, storage crates or canisters designed for hauling by vehicle, and similar containers, vehicles and vehicle parts, converted or otherwise.
5. Portable On-Demand Storage Structures.
- a. Portable on-demand storage structures are permitted in all residential zone districts without the need for a zoning permit for a temporary accessory structure, subject to compliance with the standards of this Section 28-401(Z)(5).
 - b. Standards/Regulations of Portable On-Demand Storage Structures.
 - 1. A portable on-demand storage structure cannot exceed the size of eight (8') feet by sixteen (16') feet by eight (8') feet high.
 - 2. All portable on-demand storage structures shall be placed on driveways adjacent to the principle structure on the property. If there are no driveways on the property, the portable on-demand storage structure shall be located as close to the principle structure as possible without creating a safety hazard, such as blocking means of egress or violating any fire codes; and shall be an exception from the regulations set forth in Section 14-14.7 and 14-14.8.
 - 3. A portable on-demand storage structure cannot be located on a property for longer than thirty (30) days, from time of delivery to time of removal. If a longer time is needed, then a temporary accessory structure zoning permit is required pursuant to Section 28-401(Z)(2), and shall be subject to the standards and regulations of Section 28-401(Z)(3).
 - 4. No portable on-demand storage structure shall contain flammable, combustible, toxic or hazardous materials.

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

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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 Council 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

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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: OCTOBER 7, 2024
PUBLISHED: OCTOBER 17, 2024
ADOPTED:

CC: ZONING, GENERAL CODE
COURTS, PD,

ATTEST: BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

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

Public Hearing, 2nd Reading

**BOROUGH OF WATCHUNG
ORDINANCE: 24/18**

**AUTHORIZING A STORMWATER DRAINAGE & MAINTENANCE
EASEMENT AGREEMENT FOR 55 BEECHWOOD PLACE, BLOCK 25.01/
LOT 7**

WHEREAS, there is an issue with stormwater drainage and runoff on Beechwood Place, which is affecting numerous residential properties along Beechwood Place; and

WHEREAS, there is existing stormwater drainage facilities on the property identified as Block 25.01, Lot 7 on the Tax Map of the Borough of Watchung, commonly known as 55 Beechwood Place (the "Property"), which is currently privately owned and not contained within a public easement; and

WHEREAS, the existing stormwater drainage facilities are in need of repair, and the resulting stormwater runoff is causing damage to other properties located along Beechwood Place; and

WHEREAS, the Borough is agreeing to repair/replace certain of the storm water drainage facilities on the Property, provided that the Property owner agrees to grant the Borough a Stormwater Drainage & Maintenance Easement; and

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

WHEREAS, the Mayor and Borough Council finds it in the best interest of the Borough to authorize the Borough to accept the Stormwater Drainage & Maintenance Easement on the Property in order to complete the repairs to the stormwater facilities thereon in order to address the larger stormwater drainage issues affecting numerous properties on Beechwood Place.

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

1. The Borough of Watchung hereby authorizes and approves the acceptance of the Stormwater Drainage & Maintenance Easement on the Property, in the substantial form attached hereto.
2. The Mayor and Borough Clerk are hereby authorized to execute the Stormwater Drainage & Maintenance Easement, in substantially the form attached hereto.
3. The Borough Clerk, Administrator, Attorney and other appropriate Borough official are hereby authorized and directed to take all required actions to complete the Borough's acceptance of the Stormwater Drainage & Maintenance Easement, along with the recording thereof.

4. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.
5. This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40A:60-5(d); and (3) publication in accordance with the laws of the State of New Jersey.

INTRODUCED BY: EAD
PASSED: NOVEMBER 7, 2024
PUBLISHED: NOVEMBER 14, 2024
ADOPTED:
CC: ENG,

ATTEST:

BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

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

2nd Reading, Public Hearing

STORMWATER DRAINAGE & MAINTENANCE EASEMENT

(Block 25.01, Lot 7)

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

DANIEL GONZALEZ AND AMY GROCHALA, having an address is 55 Beechwood Place, Watchung, New Jersey 07069, hereinafter called the “Grantor,” and

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

WITNESSETH

WHEREAS, Grantor is the fee simple title owner, on or before the date of recordation hereof, of that certain tract of land lying and being in the Borough of Watchung, County of Somerset and State of New Jersey, which tract of land is identified as **Lot 7 in Block 25.01** on the Tax Map of the Borough of Watchung, commonly known as 55 Beechwood Place (the “Property”); and

WHEREAS, there exists stormwater drainage facilities on the Property, which are currently privately owned and not contained within a public easement; and

WHEREAS, the existing stormwater drainage facilities are in need of repair, and the resulting stormwater runoff is causing damage to other properties located along Beechwood Place; and

WHEREAS, the Borough is agreeing to repair/replace certain of the storm water drainage facilities on the Property, provided that the Grantor agrees to grant the Borough this Stormwater Drainage & Maintenance Easement; and

WHEREAS, in connection with the improvements being undertaken by Grantee, as well as the ongoing maintenance of the storm water improvements on the Property, Grantor agrees to grant and convey a stormwater drainage and maintenance easement to Grantee, which this instrument is intended to fulfill; and

WHEREAS, the portion of the Property which is subject to this Easement is more particularly described by legal description entitled “Legal Description, Proposed 12’ Wide Drainage and Maintenance Easement, Over Block 25.01, Lot 7, Borough of Watchung, Somerset County, New Jersey,” delineating an area of 0.043± acres (1,853± square feet), dated October 3,

2024, which description is attached hereto as **Schedule A** and made a part hereof; and as further depicted on the map entitled “Proposed 12’ Wide Drainage Easement,” dated October 1, 2024 (the “Map”), which Map is attached hereto as **Schedule B**; both the description and Map were prepared by Charles E. Adamson, N.J.P.L.S., N.J. Lic. No. 42627, of Remington & Vernick Engineers, Inc. (hereinafter the portion of the Property subject to this Easement are together referred to as the “Easement Area”); and

WHEREAS, Grantor desires to grant to the Grantee a certain stormwater drainage and maintenance easement affecting the Easement Area.

NOW, THEREFORE, Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, has granted, conveyed and confirmed, and by these presents does grant, convey and confirm unto the Grantee, and unto its successors and assigns, a non-public, non-exclusive perpetual stormwater drainage and maintenance easement for the purposes of providing and improving drainage, controlling stormwater runoff, and any other related municipal drainage and stormwater purposes, at its discretion, in that portion of the Property contained within the Easement Area.

The above preambles of this Easement are hereby incorporated by reference herein.

Within the Easement Area, the following terms and conditions shall apply:

1. A continuous and perpetual right of access and easement is hereby established through, over, upon, under, in, across and along the Easement Area for: a drainage area, an underground drainage system and a drainage facility of any kind, including one or more pipes, swales, ditches, basins, channels, french drains, headwalls, retaining walls, water courses or other drainage facilities of any kind and all necessary surface and subsurface appurtenances (the “Drainage Facility”).
2. Grantee shall have a continuous and perpetual right to use the Easement Area for the purposes aforesaid, and shall have all other rights and benefits which are necessary for the full enjoyment and use of the drainage rights herein granted, including, without limitation, the right, but not the obligation, to clear the Easement Area of trees, tree roots, brush, shrubs, vegetation, and overhanging limbs which have grown or encroached thereon and interfere with Grantee’s ability to construct, operate, maintain, repair or replace the Drainage Facility.

I RIGHTS, RESPONSIBILITIES, & OBLIGATIONS.

1. Grantee, and its successors and assigns, shall have the perpetual right, at its sole discretion, to construct, reconstruct, operate, maintain, inspect, protect and repair the Drainage Facility, the perpetual right to do within the Easement Area all that may be necessary for the reconstruction, replacement, extension, improvement, betterment, maintenance, inspection, protection, operation and use of the Drainage Facility, including

but not limited to pipes, inlets, manholes, headwalls and retaining walls as a part of the Drainage Facility, including all reasonable incidental rights to protect and preserve installed pipes and appurtenances such as the right to subjacent lateral support, the right to construct and maintain rip rap at stream crossings and at other places where such protection may be required to protect installed pipes and appurtenances from erosion, the right to reasonably limit loads traversing or bearing upon the surface of the right-of-way to protect the installed pipes and appurtenances from stress or damage due to weight, shock, vibration or other similar phenomena, the right to construct and maintain requisite surface and subsurface appurtenances and to take any reasonable action that may be necessary to protect installed drainage detention or retention facility pipes from infiltration, the perpetual right to use the Easement Area for the purposes aforesaid.

2. Grantee, and its successors and assigns, and its agents, representatives, employees or any person or entity designated by it, shall have the right, but not the duty, of entry and re-entry in and upon the Easement Area for the purpose of installing, constructing, and maintaining the Drainage Facility, including but not limited to, the Drainage Facility's grates, clean-outs, scour holes, piping and stone fill, and related improvements as may be required by the Borough of Watchung, County of Somerset, State of New Jersey or any agency or authority thereof.

3. Grantee shall further have a continuous and perpetual right of free and unobstructed access to, and use and possession of, the Easement Area with all manner of men, machinery, supplies, materials and equipment for the accomplishment of any and all of the foregoing purposes and any other activity required to accomplish the aforesaid purposes within the Easement Area. The Grantee, and its successors and assigns, agrees to use its best efforts to perform all work requiring its use, access and possession of the Easement Area in a workmanlike manner with a minimum of inconvenience to Grantor, and to complete such work expeditiously.

4. The Grantee shall reasonably restore the Easement Area, to the extent practical, to the same condition as existed immediately prior to its entry for access, construction, operation, maintenance, repair or replacement of the Drainage Facility, ordinary wear and tear excepted, including the replanting and restoration of post and rail fence trees, shrubs and landscaping that may be damaged or removed in connection with Grantee's exercise of its rights in this Easement; provided, however, that Grantee shall have no liability for damages, nor any obligation whatsoever to replace or restore any tree limbs, brush, or vegetation which are removed or damaged during the exercise of any of the rights herein granted or conferred upon the Grantee. This provision shall not apply to any trees, shrubs or landscaping that interfere or obstruct the operation of the Drainage Facility.

5. Grantee shall have the right, but not the duty, to enter upon the Easement Area with vehicles and equipment, at any time and upon three (3) days prior notice to the Grantor, in order to exercise its rights with respect to this Easement, and for the purpose of ascertaining compliance with the terms of this Easement. Grantee will replace or restore the grade of any property disturbed by Grantee in connection with the exercise of its rights pursuant hereto. Upon completion of any work by Grantee, Grantee shall remove, or shall cause to be removed, all materials, tools, equipment, building supplies and debris from the Easement Area.

6. It is expressly acknowledged hereby that the Grantee does not and will not in the future have any obligation to maintain any pavement, grass, landscaping or other improvements in and about the Easement Area, including the maintenance of the Drainage Facility improvements so constructed. The Grantee does not now and will not in the future have any obligation to clean debris or garbage in or about the Easement Area. All regular maintenance of the property is and shall remain the primary obligation of the owner of Property upon which the Drainage Facility is located, it being specifically intended that this Easement shall run with the land and be binding upon all successors and assigns of the Grantor herein.

7. Grantor shall not be liable for any labor or materials furnished or to be furnished to Grantee upon credit, and no mechanic's or other lien for such labor or materials shall attach to or affect any estate or interest of Grantor in and to all or any portion of Grantor's Property. If any vendor's, mechanic's, laborer's or materialman's statutory or similar lien is filed or claimed against Grantor's property or any other property owned by Grantor by reason of work, labor, services or materials supplied or claimed to have been supplied to all or any portion of the Easement Area by Grantee, Grantee shall promptly after notice of such filing or claim, cause the same to be discharged of record or bonded.

II RESTRICTIONS.

The following restrictions shall bind and restrict the Easement Area in perpetuity, it being intended (a) that the Drainage Facility shall continue in good and proper working order, and (b) to control and manage drainage on the Property:

1. No activities by any person shall be permitted within the Easement Area which might be detrimental to Grantee's rights conferred herein.

2. No topsoil, sand, gravel, loam, rock, minerals or other materials shall be excavated within or removed from the Easement Area, nor shall any fill be deposited unless the prior written consent of the Grantee is secured, except as is necessary by Grantee for construction, maintenance and repair of the Drainage Facility or maintenance of the Easement Area.

3. The Grantor shall not excavate, fill, grade, construct or make any alterations or plantings which shall interfere with the Drainage Facility or the natural flow or free passage of any watercourse, except as is necessary by Grantee to construct, maintain or repair the Drainage Facility, without the prior written consent of the Grantee.

4. The Grantor shall neither deposit nor allow to be deposited, any trash, waste or any other materials within the Easement Area and shall not use the Easement Area for the storage of materials whatsoever.

5. No solid or liquid materials which might pollute or otherwise adversely affect the flow or quality of the water in any watercourse within or near the Easement Area shall be kept or stored by any person within the Easement Area or placed in or discharged into any watercourse traversing or protected by the Easement Area.

6. No advertising signs, buildings or structures of any description shall be located or erected within the Easement Area other than the Drainage Facility, unless application therefore, with plans and specifications, have been filed with and approved by the Grantee and the appropriate land use board.

7. No roadways or other rights of way or parking of motor vehicles or equipment shall be allowed within the Easement Area, except those as may be used in connection with construction and maintenance of the Drainage Facility.

III PERMIT APPLICATIONS.

In the event that the Borough requires local, county or state permits for the performance of maintenance, repairs, reconstruction or replacement to the Drainage Facility, outlet structure, piping, headwall or associated improvements, and the Grantor, or its successors and assigns, fails to sign the necessary applications within twenty one (21) days of receipt of same, the Borough Engineer shall be designated to sign the application on behalf of the property owner.

IV EMERGENCY MAINTENANCE AND REPAIRS.

Notwithstanding any other term or condition of the within Easement, in the event an emergency situation arises the Grantee, and its agents, employees and representatives, may immediately enter the Easement Area to perform or cause to be performed such emergency maintenance or repairs that the Grantee, in its sole discretion or judgment, deems necessary.

It is understood and agreed that this Easement confers upon the Grantee no rights of title to the Easement Area, and nothing herein shall be construed to permit public access to or use of the Easement Area. Nothing herein shall be construed to limit the Grantor's right of access to and use of the Easement Area except as herein provided.

Grantor may convey, mortgage, lease or otherwise transfer title or interest in the lands subject to this Easement provided, however, that the covenants and conditions herein 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 land. The Easement hereby granted and conveyed to the Grantee and all rights and obligations set forth in this Grant shall be construed as running with the land and shall be binding upon and inure to the benefit of the Grantor and the Grantee, their heirs, executors, administrators, successors and assigns in title or interest, in perpetuity.

Wherever in this Easement 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. 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.

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

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

It is agreed by and between the Parties that mere lack of use or interruption of use of the Easement for an indefinite time shall not be constituted 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 Borough of Watchung and its successors and assigns.

This Easement shall be subject to and read in conjunction with:

- (a) Any other easements shown on the Map;
- (b) Any other easements entered into by the parties hereto; and
- (c) Any other easements of record.

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 any one or more of the provisions 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 Grantee, and no such amendment, modification or termination shall

be effective for any purpose unless set forth in writing, signed by the appropriate Borough officials and recorded with the appropriate county recording officer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused this document to be signed by their proper corporate officers and their corporate seal to be set hereto.

WITNESS:

Name:
Title:

Dated: _____, 2024

WITNESS:

Name:
Title:

Dated: _____, 2024

ATTEST:

Name: Edith G. Gil
Title: Borough Clerk

Dated: _____, 2024

GRANTOR:

By: _____
DANIEL GONZALEZ

By: _____
AMY GROCHALA

**GRANTEE:
BOROUGH OF WATHCUNG**

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

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

I CERTIFY that on _____, 2024, **DANIEL GONZALEZ** personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is named in and personally signed this document as a party named in this document;
- (b) this person signed, sealed and delivered this document as his/her voluntary act and deed.

Name:
Title:

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

I CERTIFY that on _____, 2024, **AMY GROCHALA** personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is named in and personally signed this document as a party named in this document;
- (b) this person signed, sealed and delivered this document as his/her voluntary act and deed.

Name:
Title:

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

I CERTIFY that on _____, 2024, Edith G. Gil personally came before me and this person acknowledged under oath, to my satisfaction, that:

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

Edith G. Gil, Borough Clerk

Signed and sworn to before me on _____, 2024.

Name:
Title:

**LEGAL DESCRIPTION
PROPOSED 12' WIDE DRAINAGE AND MAINTENANCE EASEMENT
OVER BLOCK 25.01, LOT 7
BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

ALL THAT CERTAIN parcel, piece or lot of land and premises, situated in the Borough of Watchung, County of Somerset and State of New Jersey and being more particularly described as follows:


BEGINNING at a point along the dividing line between Lot 7 in Block 25.01, and the along Southeasterly line of lot 3 Block 27.01, said point having New Jersey State Plane Coordinates of North 656480.805, East 502607.200, and running; thence

1. South 54 degrees 59 minutes 58 seconds East, along the Southerly Right of Way of Beechwood Place (private 50' wide) a distance of 12.17 feet, to a point; thence
2. South 44 degrees 33 minutes 52 seconds West along the proposed 12' wide drainage and maintenance easement, a distance of 154.40 feet, to a point; thence
3. North 55 degrees 20 minutes 08 seconds West along the dividing line with lot 1 block 3.02, a distance of 12.18 feet, to a point; thence
4. North 44 degrees 33 minutes 52 seconds East, along dividing line with lot 3 block 27.01, a distance of 154.47 feet, to the Point and Place of Beginning.

Containing within said bounds 1,853 Sq. Ft. or 0.043 acres of land more or less.

This description was prepared in accordance with a plan entitled: "Proposed 12' Wide Drainage Easement" 55 Beechwood Place, Borough of Watchung, Somerset County, New Jersey" prepared by: Remington & Vernick Engineers, dated October 1, 2024.

10/3/24
Date
Project No: 0905T030


Charles E. Adamson, P.L.S.
N.J. License No. 42627



**BOROUGH OF WATCHUNG
PLANNING BOARD**
TRACEE SCHAEFER, CHAIRWOMAN

DATE: November 13, 2024
TO: Edith G. Gil, Municipal Clerk
FROM: Tracee Schaefer, Chairwoman
**RE: **TEMPORARY ACCESSORY STRUCTURES ORDINANCE
WATCHUNG PLANNING BOARD RECOMMENDATIONS****

On the evening of November 12th, 2024, the Planning Board of the Borough of Watchung reviewed recommendations from the Board Engineers and Planner for the Temporary Accessory Structures Ordinance. The Board recommends the following

1. We find the Temporary Accessory Structures Ordinance not inconsistent with the Borough Master Plan and further advances the second goal in the Master Plan; *“The identity of the Borough of Watchung as a totality and the integrity of its individual neighborhood areas should be preserved, enhanced and created to the maximum extent possible.”*
2. Based on our review of the content of the Ordinance, we recommend making a few changes which we believe are minor in nature but are necessary for consistency and clarity purposes. A markup of the passed ordinance with our recommendations is attached.

These changes will maintain the character of the community and prevent temporary structures that become problematic overtime and degrade the quality of life.

Respectfully Submitted,

Catherine Furlan
Board Clerk



Bright View Engineering
Moving you forward

MEMORANDUM

To: Catherine Furlan
Board Clerk
Borough of Watchung Planning Board

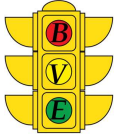
From: Richard Calbi Jr. PE, PP, CME
Director of Engineering
Bright View Engineering, LLC

Date: November 14, 2024

Re: Ordinance Review
24/17 - Temporary Accessory Structures
Borough of Watchung, Somerset County, NJ
241172

Bright View Engineering, LLC (*BVE here-in*) was tasked with performing a Review of the Temporary Accessory Structures passed on October 7, 2024, and published on October 17, 2024. As discussed at the November 12 Planning Board hearing, we reviewed the Ordinance against the Borough Master Plan and existing Ordinances. Our findings are as follows:

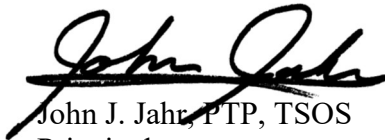
1. We find the Temporary Accessory Structures Ordinance generally consistent with the intent of the Borough Master Plan.
2. Based on our review of the content of the Ordinance, we recommend making a few changes which we believe are minor in nature but are necessary for consistency and clarity purposes. A markup of the passed ordinance with our recommendations is attached. A description of our comments is as follows:
 - a. Page 1- Membrane Structure and Portable On-Demand Structure - We recommend updates to these definitions for clarity and readability purposes.
 - b. Page 2 – Temporary Accessory Structure – We recommend updating the definition of Temporary Accessory Structures to define them as temporary structures that cover “up to” 240 square feet as opposed to ‘in excess of’ 240 square feet, which will be consistent with the 240 square feet limitation placed on temporary accessory structures under Section 28-401.Z.3.b.
 - c. Page 2 – We recommend various spelling and grammar updates for clarity and readability purposes.
 - d. Page 3 – Section 28-401.Z.3.a. We recommend changes to clarify the intent of end of this requirement. The beginning says this ordinance is limited to residential




- districts, but if the intent is to also allow temporary accessory structures where permitted elsewhere in the code, the original wording can remain.
- e. Page 3 - Section 28-401.Z.3.b. – We recommend clarifying if the 240 square foot accessory structure limit includes overhangs. Our review leads us to believe it does not, but it can be modified to include it if that was the initial intent.
 - f. Page 4 – We recommend various ordinance Section updates to match the current ordinance.
 - g. Page 4 – Section 28-401.Z.5.b.1. We recommend clarifying that the height of portable on-demand storage structures is limited to 8 feet.
 - h. Page 5 – Last Paragraph – We recommend changing “County” to read “Council”.

Should you have any questions or require additional information please do not hesitate to contact us.

Very truly yours,
Bright View Engineering



John J. Jahr, PTP, TSOS
Principal
732-236-7557



Richard Calbi Jr., PE, PP, CME
Director of Engineering
201-704-6040

CC: Watchung Borough Engineer
Watchung Planning Board Planner



COUNTY OF SOMERSET PLANNING BOARD

#26
12/5/2024



County Administration Building
20 Grove Street, P.O. Box 3000
Somerville, New Jersey 08876-1262
(908) 231-7021 • Fax (908) 707-1749
PlanningBd@co.somerset.nj.us
www.co.somerset.nj.us

MEMBERS

Bernard V. Navatto, Jr.
Chairman

Michael Giordano, Jr.
Vice Chairman

Albert Ellis

Christopher Kelly

Erika Inocencio

Sami Shaban

Shanel Y. Robinson
Commissioner Director

Paul Drake
Commissioner / Liaison

Matthew D. Loper
County Engineer / Director
Department of
Engineering & Planning
Board Secretary

ALTERNATE MEMBERS

Ashok Rakhit
1st Alternate

Vacant
2nd Alternate

Adam Slutsky
County Engineer Alternate

STAFF

Walter C. Lane, PP, AICP
Director of Planning

Joseph DeMarco, Esq.
County Counsel

November 15, 2024

The Honorable Mayor Ronald Jubin, Ph.D.
Watchung Borough
15 Mountain Boulevard
Watchung, NJ 07069

Re: State Development and Redevelopment Plan - Cross Acceptance

Dear Mayor Jubin:

As you may be aware, the State Planning Commission (the Commission), with the support of the Office of Planning Advocacy (OPA), is updating the State Development and Redevelopment Plan (the State Plan). This activity is statutorily mandated by the State Planning Act (NJSA 52:18A-196 et seq.) and its associated rules. The State Plan is a document prepared by the Commission that contains a comprehensive framework intended to guide future development, redevelopment, conservation, preservation, and restoration efforts in the state of New Jersey.

The Somerset County Board of County Commissioners has adopted a resolution authorizing Somerset County's Participation in the State Development and Redevelopment Cross Acceptance Process as the Negotiating Entity. Cross-acceptance is the process whereby planning policies are reviewed by government entities at all levels while providing an opportunity for the public to influence the development of these policies. We are requesting your Municipal participation with us in this process. Participating in Cross-acceptance allows municipalities to ensure that the negotiating entity and OPA have municipal input as it relates to their current and proposed Master Plans, land use ordinances, and other planning documents.

It is anticipated that the Cross Acceptance Process will begin soon. As such, we are requesting that each municipality form a Cross Acceptance committee. This group will be responsible for comparing your municipalities plans to the preliminary draft of the State Plan and preparing the Municipal Cross Acceptance Report. In addition, we are asking you to designate a point person that will regularly interface with the County Planning Board during the Cross Acceptance Process. For more information on the Cross-acceptance process, please see the 2024 Cross Acceptance Manual at: <https://www.publicinput.com/njstateplan#tab-46261>.

- Mission Statement -

The County of Somerset is committed to excellence and innovation in public service, promoting the well-being of all residents and communities by providing effective, efficient and responsive leadership.

Somerset County Is An Equal Opportunity Employer

As part of this effort, we are asking you to take the following actions:

- Submitting a letter of indicating if your municipality will participate in the Cross-acceptance process to Somerset County by **January 15, 2025**.
- Providing a list of official Cross-Acceptance Committee representatives who will participate throughout the process. Additionally, please provide a primary point of contact who is designated to speak on behalf of your municipality to Somerset County by **January 15, 2025**. The Cross Acceptance Committee members should have a strong working knowledge of municipal plans, ordinances, and policies, especially as they relate to such areas as planning, zoning, administration, housing, capital improvements, parks, recreation, and the environment.
- Reviewing relevant Municipal Planning Documents, land use ordinances, and the Preliminary State Plan. Prepare and provide a Municipal Cross-Acceptance Response Template (CART) to the County. (The CART is provided in 2023 Cross Acceptance Manual and can be found at: <https://www.publicinput.com/njstateplan>)

Once the preliminary State Development and Redevelopment is released, Somerset County will host a meeting to provide an overview of the Cross Acceptance Process and answer any questions that may arise. Should you have any questions regarding this request, please reach out to Supervising Planner Erika Phillips via email at ephillips@co.somerset.nj.us or by phone at 908-231-7021.

We thank you very much for your anticipated participation in this process.

Sincerely,



Walter C. Lane, PP, AICP
Director of Planning

Cc: Somerset County Board of Commissioners
Somerset County Planning Board
Erika Phillips, Supervising Planner
James Damato, Township Administrator

**BOROUGH OF WATCHUNG
RESOLUTION: R1**

WHEREAS, escrow money was deposited for Board of Adjustment fees and Engineering Review Fees and balances remain as follows.

WHEREAS, the Borough Professionals have determined that the projects have been accepted and professional charges incurred have been billed against the escrow accounts.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Watchung that the Chief Financial Officer is hereby authorized and directed to return the balance of the escrow deposits to the applicants.

Name	Escrow Account	Amount
L&Z Tools	E-BA21-02	\$350.50
William Butler	E-BA19-16	\$2475

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: DECEMBER 5, 2024
INDEX: FINANCE-MISC,
C: FINANCE, BOARD CLERK

**BOROUGH OF WATCHUNG
RESOLUTION: R2**

WHEREAS, the Borough of Watchung wishes to host a Winter Wonderland event and seeks to waive the Mobile Food Establishment License fee(s) and the required Fire Inspection permit fees for this event to be held Saturday, December 21, 2024.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that all Borough application fees are hereby waived for in connection with the upcoming Winter Wonderland event sponsored by the Borough.

BE IT FURTHER RESOLVED, that all other aspects of the approval process hereby remain in place and complete applications shall be on file with the Borough.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: DECEMBER 5, 2024
INDEX: BOH, MISC,
C: BOH SECRETARY, FIRE OFFICIAL

**BOROUGH OF WATCHUNG
RESOLUTION: R3**

WHEREAS, Section 2-25.13 of the Code of the Borough of Watchung requires that contracts for purchases or services involving more than 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: Party Perfect Rentals, LLC, 312 Squankum Yellowbrook Rd, Farmingdale, NJ
Item: Winter Wonderland Entertainment Package
Total Price: \$6,577.50
Charged to: 4-01-245-217

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: DECEMBER 5, 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.	24-01282

ORDER DATE: 12/03/24
 REQUISITION NO: RR400785
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

SHIP TO	WATCHUNG MUNICIPAL BUILDING Attn: D. Gray 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399
	VENDOR #: PARTY Party Perfect Rentals L.L.C. 312 Squankum Yellowbrook Rd Farmingdale, NJ 07727 Phone: (732)303-8211 Fax: (732)303-1280

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Winter Wonderland Entertainment: Trackless Train \$1,770.00 pd, \$885.00 Remaining Balance \$885.00 DJ Package Penguin Combo Human Snow Globe Polar Extreme Obstacle Course Generator Attendant Total due \$6,577.50	4-01- -245-217	6,577.5000	6,577.50
			TOTAL	6,577.50

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



Party Perfect Rentals, L.L.C.
312 Squankum Yellowbrook Road
Farmingdale, NJ 07727
p. 732-303-8211
f. 732-303-1280
www.partyperfectrentals.com

****RENTAL AGREEMENT****

RENTAL DATE: 12/21/2024

EVENT LOCATION: Across from 15 Mountain Blvd
 Village Green
 Watchung, 07069

ORDER #: 52887

LESSOR: Party Perfect Rentals, LLC

Home:

LESSEE: Borough of Watchung

Fax:

ADDRESS: Across from 15 Mountain Blvd
 Village Green
 Watchung, 07069

Work:

Cell: 908-447-7308

START TIME: 02:00PM **END TIME:** 06:00PM

Contact: Jim

Qty	Description	Ea/Hr	Start	End	Item Total
1	Deluxe Trackless Train	\$1,200.00	02:00PM	06:00PM	\$1,200.00
1	Holiday Train Decoration	\$250.00	02:00PM	06:00PM	\$250.00
1	DJ Package	\$1,200.00	02:00PM	06:00PM	\$1,200.00
1	Penguin Combo	\$525.00	02:00PM	06:00PM	\$525.00
1	Human Snow Globe	\$1,200.00	02:00PM	06:00PM	\$1,200.00
1	Polar Extreme Obstacle Course	\$1,050.00	02:00PM	06:00PM	\$1,050.00
3	Generator	\$150.00	02:00PM	06:00PM	\$450.00
3	Attendant	\$250.00	02:00PM	06:00PM	\$750.00

Equipment Fees:	\$6,625.00
Delivery Fees:	\$175.00
Supply Fees:	\$0.00
Damage Waiver:	\$662.50
Discount:	\$0.00
Sub-Total:	\$7,462.50
Tax:	\$0.00
Total:	\$7,462.50
Deposit Required:	\$3,731.25
Payments:	\$885.00
Balance Due:	\$6,577.50

Our Damage Waiver Fee is **OPTIONAL** and **MAY BE DECLINED**.
 (See Section 4 of this contract for coverage details)

If you decline the waiver or fail to pay the fee prior to the delivery of your rental equipment you will be responsible for **all damage** to the rented items, at the full (new) replacement cost thereof.

Decline Damage Waiver:

 SIGNATURE OF LESSEE

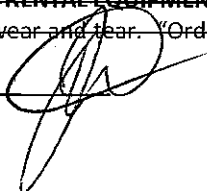
PARTY PERFECT RENTALS IS FULLY RESPONSIBLE FOR THE SETUP, CARE, AND OPERATIONS OF ALL AMUSEMENTS.

- IDENTITY OF PARTIES:** For the purposes of this Rental Agreement, "Lessor" shall mean Party Perfect Rentals, LLC, its owners, officers, directors, shareholders, employees, contractors, agents and "Lessee" shall mean the person(s) or company listed in the "lessee" and/or "customer information" boxes on this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.
- PAYMENT:** A 50% non-refundable deposit is due to Lessor from Lessee upon contract and full balance is due no later than the day of event upon arrival. In the event of a cancellation, Lessee's deposit will be turned into a credit good for one year from the date of the original event as long as Lessee cancels at least 7 days before event date **for non-weather related reasons**. Any cancellation less than 7 days before the event date **for non-weather related reasons** will result in a forfeit of Lessee's deposit. If Lessee cancels once Lessor delivers equipment, full payment is immediately due whether equipment is used or unused by Lessee for any reason.

Renter's Initials

3. **WEATHER POLICY:** Upon contract, Lessor will provide Lessee a rain cut off time. As long as Lessee contacts Lessor prior to the cut off time, Lessor will reschedule Lessee's event. In the event that Lessee's equipment is no longer available on rescheduled date, Lessor will substitute equipment for equal valued equipment or services. Guaranteed rain dates are available at an additional 50% fee (rain insurance). Deposits are non-refundable, but are transferable to a future event within 1 year. If Lessee decides to cancel after lessor arrives at Lessee's event, payment is due in full whether the equipment is used or unused by Lessee. Lessor is not responsible for weather or poor turnouts after the rain cut off time passes.
4. **DAMAGE WAIVER:** If you pay the damage waiver fee as specified, subject to the limitations and exclusion below, Lessor agrees to modify the terms of this contact and relieve you of liability for accidental damage to the rented items on this contract and for loss due to fire, collision, windstorm, upset, or riot. We exclude from this waiver, however, any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to your failure to care for the rental items as a prudent person would his/her own property. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that you must file a report to the proper law enforcement authorities and furnish us a copy. In addition, if you have insurance for the loss or damage you shall exercise, and shall empower us to exercise all your rights to obtain recovery under insurance, shall cooperate with Lessor to obtain recovery and all insurance proceeds shall be given or assigned to Lessor.
5. **EQUIPMENT, RENT AND TERMS OF RENTAL AGREEMENT:** Lessee rents from Lessor that certain equipment described on this agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be listed as the "start" to "end" listed on this agreement, but all of lessee's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Agreement to the actual pick up of the Rental Equipment by lessor. Lessor cannot guarantee weather conditions, and if the equipment is delivered by Lessor and accepted by Lessee, then Lessee shall not be entitled to any refund whatsoever if weather conditions prohibits safe use of the Equipment, or if customer otherwise elects not to use the Equipment due to weather of other causes
6. **DELIVERY:** Lessor shall deliver the Rental Equipment to the street address specified by Lessee on the front side of this agreement. Lessee grants to Lessor the right to enter the property at the said address ("Delivery Address") for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times.
7. ~~**RECEIPT/INSPECTION OF RENTAL EQUIPMENT:** Lessee hires the Rental Equipment on an "as is" basis. Lessee acknowledges that Lessee has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operation/safety instructions prior to use. Lessee specifically agrees that such rental items will not be used if Lessee finds that it is not suitable for Lessee's needs. Lessee acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.~~
8. **TRANSPORTATION EXPENSE:** Except as provided herein, all charges in delivering and subsequent pick up of the equipment with respect to the Delivery Address is included in the Rental Fee noted above. In the event that the equipment is not returned at the appointed time by Lessee to Lessor then a \$50.00 Transportation Fee shall be automatically imposed.
9. ~~**SAFETY/OPERATING INSTRUCTIONS:** In addition to the information set forth in this agreement, Lessee acknowledges that there are safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used in accordance with those instructions. Lessee acknowledges that an attendant for equipment has been offered and recommended by lessor. If an attendant is declined by lessee, then lessee further acknowledges and understands that Party Perfect Rentals, LLC assumes no responsibility for the correct and safe operation of rented equipment and lessee is fully responsible for the safety and correct operation of equipment. Lessee understands that children's safety depends upon lessee providing AT ALL TIMES correct operation of and the use of equipment. Lessee further agrees to keep all equipment away from swimming pool(s) and lessee understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, lessee acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Lessee voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, lessee will not permit the equipment to be operated by anyone who is not qualified and who has not received instruction from lessor on the safe operation and use of the equipment, nor shall lessee allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation.~~
10. ~~**CARE OF THE RENTAL EQUIPMENT:** Lessee shall be responsible for any and all damage to any of the rental equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused~~

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by ordinary, reasonable and proper use of the rental equipment. Lessee shall be liable to Lessor for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the equipment listed in this equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, non-approved food, paint, silly string, mud, clay or other materials.

11. **ALTERATIONS AND ATTACHMENTS:** No alteration in or attachments to the equipment will be made without prior written approval of Lessor.
- ~~12. **LIMITED WARRANTY:** Lessor warrants that the equipment leased under this Rental Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. Lessor's sole and exclusive obligations under this warranty is limited to the repair or replacement of the rental equipment when Lessor determines that it does not conform to this warranty. Lessor makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental equipment is fit for Lessee's particular intended use, or that it is free of latent defects. **Lessor shall not be responsible to Lessee or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, installation of, use of, or any failure of the rental equipment. Lessor shall not be responsible for any defect or failure unknown to Lessor at the time of delivery.**~~
- ~~13. **POSSESSION/TITLE:** Lessee's right to possession of the Rental Agreement begins upon the items being delivered to Lessee's premises and terminates on the actual pick up by Lessor. Retention of possession, or any failure to permit the pickup of the item(s) at or after "End Time" specified in this agreement constitutes a material breach of this agreement. In the event that the Equipment is not returned for any reason, including theft, the Lessee is obligated to pay the Lessor the full replacement value for the equipment that is listed in this agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by lessor. Title to the rental items is and shall remain in Lessors name. Lessee agrees to keep the Rental Equipment in his/her/their custody and control from the time of Lessor's delivery of the items, until Lessor picks up such items. Lessee shall not cause nor permit these items, or any of them, to be sublet, rented, sold or removed from Delivery Address, or otherwise transfer such items. If the rental items are not returned and/or levied upon for any reason whatsoever, Lessor may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Lessee hereby agrees to indemnify, defend, and hold Lessor harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Lessee shall notify Lessor immediately.~~
14. **EQUIPMENT PROBLEMS:** Should any equipment develop a problem, or does not function correctly at any time, or Lessee does not understand the operating, Lessee agrees to immediately cease use of that equipment.
- ~~15. **General Release/Indemnity/Hold Harmless:** Lessee will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Lessee acknowledges that they are in charge of the operation, installation and use of the Rental Equipment, and are fully responsible for its safe operation and installation as well as the return of the Rental Equipment in good working order. Lessee acknowledges and agrees that Lessor is not responsible for any injury occurring to Lessee, or any guests of Lessee or to any other persons using the Rental Equipment, or to any claims by any other person(s) injured by or on account of the Rental Equipment, while the equipment is in the possession of the Lessee. Lessee agrees to defend, indemnify, and hold harmless Lessor from and against any and all liability, claims, judgements, attorney fees, and costs, of every kind of nature, including, but not limited to, injuries, or death to persons and/or damage to property, whether or not such claimant is known or unknown to Lessee, which arises out of the use, maintenance, installation, operation, instruction, possession, or rental of any of the Rental Equipment, however caused, but with such claim arising while or such injury or damage occurring while such Rental Equipment is in the actual or constructive possession of Lessee. These General Release, Indemnity, and Hold Harmless provisions apply to, but are not limited to, any injury, death, damage, claim, or liability which may arise on account of the negligence, whether active or passive, of Lessor or Lessor's suppliers, agents, employees, contractors, drivers or installers. Lessee further acknowledges that Lessor is not a food supplier or handler, and that any food related items, such as popcorn, cotton candy, hot dogs, which may be supplied with the Rental Equipment, is a straight pass through by Lessor to Lessee. Since this additional service is provided to Lessee as a courtesy by Lessor, and so long as Lessor advises Lessee, in writing, after Lessee's requests, with the name and address of the supplier of any specific item, Lessee specifically agrees to waive and release, Indemnify and hold Lessor harmless from and against any and all claims of whatever kind or nature arising out of or involved with the food items supplied.~~
16. **COMPLIANCE WITH LAWS:** Lessee agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Lessee agrees at his/her/their sole cost and expense to comply with all municipal, county, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of

Renter's Initials

the rental equipment during the rental period. Lessee further agrees to pay all licenses, fines, fee, permits, or taxes arising from Lessee's use of the rental equipment, including any subsequently determined to be due. Lessee is solely responsible for obtaining any and all permits and/or licenses from the appropriate government agencies prior to use.

17. **LEGAL FEES:** In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.
18. **CUSTOMER ACKNOWLEDGMENT:** Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on **all pages of this agreement** and that they understand its content and that they execute it freely, intelligently, and without duress of any kind.
19. **SEVERABILITY:** If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.
20. **RAIN POLICY:** DURING PERIODS OF SEVERE WEATHER CONDITIONS (I.E. RAIN, HIGH WINDS, ETC.), WE RESERVE THE RIGHT TO CANCEL YOUR RESERVATIONS. IF CONDITIONS ARE NOT TOO SEVERE WE WILL GIVE YOU THE OPTION OF KEEPING IT OR NOT. IF YOU DECIDE TO KEEP THE UNIT FOR THE TERM OF THIS RENTAL AGREEMENT, THERE WILL BE NO REFUNDS!
21. **Cotton Candy Machines, Sno-cone Machines, Popcorn machines & Generators Rentals:** Never service unit when plugged into electrical outlet. Make sure unit is grounded. Plug unit into a grounded receptacle only! Be sure that the switch is in the "OFF" position before plugging unit in.
22. **ENTIRE AGREEMENT:** This Agreement constitutes the full agreement between Lessor and Lessee. Any prior agreements, whether written or oral, promises, negotiations, or representations not expressly set forth herein shall be of no force or effect. The receipt of the Rental Agreement that is the subject of this Rental Agreement and General Release and the fact that it is in good working order is acknowledged by Lessee

WARNING! -- Never leave equipment running unattended. DO NOT ALLOW CHILDREN TO OPERATE RENTAL EQUIPMENT! Lessee has acknowledged that he or she has been fully instructed as to the operation and safety procedures of rental equipment. Never touch Hot or moving parts. Never fill generator with gasoline when engine is hot! Never operate rental equipment in a wet environment.

I HAVE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED ABOVE, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AND AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT

LESSOR: _____ DATE: _____

LESSEE: _____ DATE: _____

PRINT NAME: _____

PRINT NAME: J. Amato

Authorized representative of Party Perfect Rentals, LLC

BOROUGH OF WATCHUNG
RESOLUTION: R4

WHEREAS, the Mayor and Council of the Borough of Watchung strives to save tax dollars, assure clean air and water, improve working and living environments to build a community that is sustainable economically, environmentally and socially; and

WHEREAS, the Mayor and Council wishes to implement green community initiatives that are easy to replicate and affordable to implement which will benefit our residents now and in the future; and

WHEREAS, the Mayor and Council of the Borough of Watchung seeks to improve energy efficiency, reduce health hazards, increase the purchase of recycled paper and recyclable products through the purchase of environmentally preferred products where possible and in accordance with Local Public Contracts Law; and

WHEREAS, the following objectives for this policy improve the sustainability of our Borough as well as the impact of the operations of the Borough on the broader environment, including communities from which purchased products are source, and communities that are downstream of the Borough in the Green Brook watershed:

- Conserve natural resources
- Minimize environmental impacts such as pollution and use of water and energy
- Eliminate or reduce toxics that create hazards to workers and our community
- Support strong recycling markets
- Reduce materials that are routinely land filled or disposed of
- Increase the use and availability of environmentally preferable products that protect the environment
- Identify environmentally preferable products & associated distribution systems
- Reward manufacturers and vendors with contracts that reduce environmental impacts in their production and distribution systems or services
- Collect and maintain up-to-date information regarding manufacturers, vendors, and other sources for locating/ordering environmentally preferable products
- Create a model for successfully purchasing environmentally preferable products that encourages other purchasers in our community to adopt similar goals

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Watchung establishes the following general guidelines when purchasing:

- 1) Aim to use products that have the least negative impact on the environment as possible, both when they are manufactured and when they are used. The entire process from production to consumption to final destruction or disposal must be taken into consideration.
 - a. Recycled Content Products (e.g., paper products, playground/recreation equipment, toner/printer cartridges, motor oils & lubricants, furniture, carpets & flooring materials, matting, plastic/composite lumber/building materials, trash bags, parking stops, ceiling tiles, etc.)
 - b. Energy and Water Efficient Products and Processes (e.g., battery lawn equipment and blowers, energy star appliances, water saving devices, motorized cleaning equipment, etc.)

BOROUGH OF WATCHUNG
RESOLUTION: R4

- c. Renewable Products (e.g., FSC certified forests products, renewable energy resources, etc.)
 - d. Disposal and Pollution Reduction (e.g., integrated waste management, duplex copies, retread tires, electronics take back programs, recycling programs for used ceiling tiles and flooring materials, etc.)
 - e. Packaging (e.g., bulk packaging, reusable boxes, recycled packing materials, shipping pallets, etc.)
 - f. Add the following to #2 in the RESOLVED clause after the existing text: (e.g., janitorial/cleaning products, phosphates, paint, solvents, fuels & lubricants, etc.)
- 2) Aim to use products that are not harmful or toxic to consumers, users, to the environment, or to working environments.
 - 3) Aim to use products that are biologically degradable or that can be reused.
 - 4) Aim to use products that do not unnecessarily consume energy and natural resources either when they are manufactured, packaged, shipped, or when they are used.
 - 5) The Purchasing Agent shall use established best practices to ensure vendor compliance with sustainability guidelines through the contracting process and certification programs.
 - 6) The Purchasing Agent is authorized to exempt product categories from this policy in cases when all products contain recycled content, or when health and safety may be jeopardized, or when multiple complex components or the nature of the product make certification of recycled content impracticable.

Sonia Abi-Habib, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: DECEMBER 5, 2024
INDEX: GREEN TEAM
C: B.HANCE,

**BOROUGH OF WATCHUNG
RESOLUTION: R5**

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

WHEREAS, the Borough of Watchung previously entered into contract with **Animal Control Solutions, LLC** via resolution R10 adopted on December 22, 2022 and now seeks to enter into Year 3 as per the original agreement.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that Animal Control Solutions, LLC be awarded a contract to perform all services related to animal control for a fee of \$1,744 per month from 1/1/25 – 12/31/25 and the Chief Financial Officer certifies that funds will be available in the Animal Control budget and the Animal Control Trust Fund.

Paul Fischer, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: DECEMBER 5, 2024
INDEX: AWARDS,
C: FINANCE, BOH, PD

**BOROUGH OF WATCHUNG
RESOLUTION: R10**

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

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

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

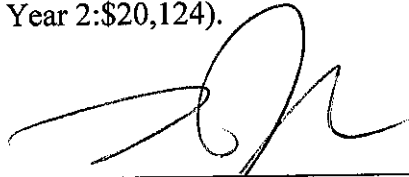
WHEREAS, the Chief Financial Officer has certified that funds are available for this contract in the Animal Control Trust Fund and the municipal budget; and



Chief Financial Officer

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

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



Ronald Jubin, Council President



Keith S. Balla, Mayor

ADOPTED: DECEMBER 22, 2022
INDEX: AWARDS,
CC: FINANCE, BD OF HEALTH, POLICE 2/1/23

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

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

WITNESSETH:

WHEREAS, the Municipality requires professional animal control services

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

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

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

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

SECTION 1 – MUNICIPALITY’S RESPONSIBILITIES

The Municipality Shall:

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

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

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

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

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

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

SECTION 2 - PERIOD OF SERVICE

1. The Contractor shall proceed with the performance of services as outlined in Appendix A attached. The term of this Agreement shall be from January 1, 2023 through December 31, 2025 or may be amended by mutual agreement.
2. This Agreement may be terminated by either party upon ninety (90) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Failure of the Municipality to pay the Contractor shall not be grounds to terminate the contract. It is expressly agreed that the Contractor is not obligated to incur any costs, expense, and/or legal fees as a consequence of the Municipality's desire to terminate the contract without without demonstrating to a independent mediator of a substantial failure of services, such costs, expenses, and/or legal fees shall be the sole responsibility of the Municipality. Contractor shall be paid in full for services rendered and expenses incurred during the contract and to the termination date.
3. The Contractor reserves the right to assess a 10% late fee compounding each month if payments or any part thereof are not received within 45 days from invoice date. The Contractor reserves the right to suspend all services if payments or any part thereof are not received within 45 days from invoice date. The Contractor shall notify the Municipality in writing prior to any suspension of services. During the suspension the contract

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

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

SECTION 3 – PAYMENTS TO ANIMAL CONTROL SOLUTIONS, LLC

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

SECTION 4 – INSURANCE

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

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

SECTION 5 – EQUIPMENT AND VEHICLES

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

SECTION 6 - ADDITIONAL CONDITIONS

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

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

SECTION 6 – AFFIRMATIVE ACTION

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

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

ATTEST:

ANIMAL CONTROL SOLUTIONS, LLC

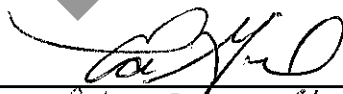


BETH ENGLEMAN, VP

BY: 

Thomas Dodd, President

ATTEST:



Edith Gil, Borough Clerk

BY: 

Keith S. Balla, Mayor

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

Appendix A

ANIMAL CONTROL SERVICES TO BE PROVIDED BY THE CONTRACTOR

Definitions

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

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

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

Stray Domestic Animal Apprehension and Impoundment

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

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are paid.

5. Under the direction of the Municipality, Animal Control Solutions, LLC shall respond and investigate stray cat complaints within the borders of the contracting municipality. Animal Control Solutions, LLC shall require the complaining party to wait a period of 3 days prior to any attempts in capturing, removing or TNRing the animal unless the animal is reported to be sick or injured. This allows the animal to return to its owner.
 1. Animal Control Solutions, LLC shall conduct a site visit (welfare check) to determine if the cat(s) are owned or truly stray based on the Municipalities ordinances. Upon completion of the site visit a report will be forwarded to the municipality for approval prior to any action taken unless the cat(s) in question is stray and is severely injured. If the Municipality determines a cat is owned we will give the resident a timeframe set forth by the Municipality to become compliant with whatever ordinances are relevant, and enforce them as needed. Only under a direct Health Order or Approved Seizure by the Humane Law Enforcement Officer or their Municipal Representative will we impound and remove an owned cat.
 2. If traps are required, the duration of the trapping will not exceed five (5) days unless cats are activity being captured. Animal Control Solutions, LLC. will provide the trap and bait, however the complaining party will be responsible for setting, monitoring, and rebaiting the trap daily unless the complaining party is handicapped, elderly, or has a physical ailment. The complaining party shall call when the cat is trapped for pick-up. Animal Control Solutions will pick up the trapped cat and transport it to a holding facility. Complaining parties are required to trap only during hours which will be provided to them. If the complaining party refuses to set and monitor traps Animal Control Solutions can do it for a nominal fee. This fee is assessed each trip Animal Control Solutions takes. The municipality may choose to cover these costs on a case by case basis (See Section 3, Paragraph 4)
 3. There maybe a deposit required for each trap loaned depending on the location of the trapping. The deposit may be given by either the complaining party or the Municipality at the discretion of the Municipality. This deposit will be retuned once the trap is returned in good working order. If at any time the trap is damaged or missing the Contractor reserves the right to use the deposit.
 4. In situations where the municipality approves TNR (Trap Neuter Return) of feral owned cats Animal Control Solutions shall offer that service to residents in accordance with Appendix C.
 5. Any cat that has been provided food, shelter, or any care whatsoever shall not be considered stray and the resident shall be responsible for the costs of the animal removal (surrender, TNR, etc). The municipality may choose to cover these costs on a case by case basis (See Section 3, Paragraph 4 of this Contract).
6. Animal Control Solutions, LLC shall reserve the right to charge residents or businesses requesting services not included in the contract.
7. Animal Control Solutions, LLC networks with several area rescue groups and shelters for the

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

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

Rabies Quarantine and Testing

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

Wildlife

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

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

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

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Livestock

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

Pet Census and Licensing

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

Court, Ordinance and Law Violations

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

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scheduling conflicts.

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

Animal Cruelty

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

Typical Animal Cruelty Incidents include but are not limited to:

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

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4:22-20

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

Owned Animal Incidents

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

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

1. In the event of the owner's arrest or hospitalization at their residential property the animal should remain on the property if another party resides at the same residence. If no other person resides at the property the animal may remain alone at the owner's property for a period not to exceed 24 hours unless the property is deemed by the Humane Law Enforcement Officer to have hazardous living conditions. This guards against unreasonable seizures in the event the owner is released within a safe time period. If the time frame exceeds 24 hours the Municipal Humane Law Enforcement Officer or County Prosecutors Office should seize the dog or cat under the animal cruelty laws for their well-being.
2. In the event of an eviction a signed copy of a fully executed eviction warrant (Warrant of Removal) should be provided to the Municipal Humane Law Enforcement Officer by the person requesting said eviction prior to the removal of the animal. The Municipal Humane Law Enforcement Officer or County Prosecutors office should contact the owner of the animal(s) and arrange a time for them to take custody of the animal. If the

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

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

Pet Surrender

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

Record Keeping

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

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

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

Emergency Disaster Response

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

Other

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

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Appendix B

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

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

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

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

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

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

Non-Emergency

Dogs and Puppies:

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

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Cats and Kittens:

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

Live Stock:

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

Exotic:

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

Wildlife:

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

Emergency Vet

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

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All Domestic Animals:

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

Wildlife:

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

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

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

Low-Cost FTC service includes:

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

Cost:

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

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/20**

**ORDINANCE AMENDING CHAPTER 27, RESIDENTIAL RENTAL
PROPERTY REGISTRATION, OF THE BOROUGH'S CODE TO UPDATE
INSPECTION 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. Chapter 27 entitled "Residential Rental Property Registration" of the Code of the Borough of Watchung is hereby supplemented and amended to read as follows: [New language in **bold and underlined**; deleted language in ~~double strikethrough~~]

Chapter 27. Residential Rental Property Registration

§ 27-1. PREAMBLE.

The governing body of the Borough of Watchung finds and declares that it is necessary to require persons who engage in the business of offering property for rent to file for and obtain a Certificate of Registration for each rental unit located within the Borough of Watchung in order to protect the public health, safety, and welfare and that it is a rational exercise of the municipal police power to require that each residential rental unit substantially complies with all applicable laws and ordinances. *N.J.S.A. 46:8-28 et seq.* requires the registration of rental units either with the State of New Jersey or with the Municipal Clerk or designee in the municipality where the rental unit is situated.

The Borough of Watchung intends that this chapter will parallel the requirements of *N.J.S.A. 46:8-28 et seq.*, and to the extent that the information required to be furnished by this chapter satisfies the requirements of *N.J.S.A. 46:8-28 et seq.*, the information will be filed and indexed by the Borough Clerk or designee in such a manner that the owner will comply with the requirements of *N.J.S.A. 46:8-28 et seq.*, as well as with the requirements of this chapter.

It is the intention of the Borough to rely upon certain of the information required to be furnished to the Borough Clerk or designee pursuant to *N.J.S.A. 46:8-28 et seq.*, and to require certain additional information so as to enable the Borough to fulfill its responsibilities in promoting and protecting the public health, safety, and welfare.

It is the express intention of the Borough to encourage compliance with applicable law and nothing contained within this chapter is intended to be nor shall it be construed to be an attempt to interfere with a legislative policy enacted by the State of New Jersey.

The purpose of this chapter is to ensure that residential rental units are properly maintained and to protect the lives and property of Borough residents.

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ORDINANCE NO. 24/20**

§ 27-2. DEFINITIONS.

Unless the context clearly indicates a different meaning, the following words or phrases when used in this chapter shall have the following meaning:

AGENT — Shall mean the individual or individuals designated by the owner of a rental unit as the person authorized by the owner to perform any duty imposed upon the owner by this chapter. The term agent does not necessarily mean a licensed real estate broker or salesperson of the State of New Jersey as that term is defined by *N.J.S.A. 45:15-3*; however, such term may include a licensed real estate broker or salesperson of the State of New Jersey if the person designated by the owner as his or her agent is so licensed.

APARTMENT COMPLEX — Shall mean two or more buildings, each containing two or more apartments, which are located within close proximity of each other and are owned by the same owner.

APARTMENT or DWELLING — Shall mean any apartment, cottage, bungalow, room or rooms in a rooming/boarding house, or other dwelling unit consisting of one or more rooms occupying all or part of a floor or floors in a building, whether or not designed with cooking and/or plumbing facilities.

CERTIFICATE OF CONTINUED REGISTRATION OCCUPANCY — Shall mean that as a result of a general inspection of the visible parts of the building and dwelling unit, no violations have been determined to exist or to have occurred and no unsafe conditions have been found, and that the existing use of the building can lawfully continue.

CERTIFICATE OF REGISTRATION — The certificate issued by the Borough Clerk or designee attesting that the rental unit has been properly registered and inspected in accordance with this chapter.

OWNER — Shall mean any person or group of persons, firm, corporation, partnership, association, or trust, or officer of any of the foregoing entities, that or who owns, operates, or exercises control over or is in charge of a rental facility.

PERSON — Shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

RENTAL FACILITY — Shall mean every building or group of buildings, or a portion thereof that is kept, used, maintained, advertised, or held out to be a place where living accommodations, whether furnished or unfurnished, are supplied to one or more individuals for pay or other consideration, and is meant to include apartments and apartment complexes.

RENTAL UNIT — Shall mean a dwelling unit that is available for lease or rental purposes and is meant to include individual rooms in a dwelling, individual apartments located within apartment complexes, as well as single family dwellings. For purposes of the within Chapter, rental units shall also include those regulated by Chapter 27A entitled, “Short-term Rental Property.”

**BOROUGH OF WATCHUNG
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§ 27-3. REGISTRATION REQUIRED.

All rental units shall hereafter be registered with the Borough Clerk or designee or such other person as designated by the Borough Council on forms that the Borough Clerk shall provide for that purpose. Such registration shall occur on an annual basis as provided herein.

§ 27-4. REGISTRATION; INITIAL REGISTRATION PROVISIONS.

- a. Each rental unit shall be annually registered with the Borough Clerk by September 1.
- b. The registration term shall commence on September 1 and shall be valid until August at which time it shall expire and a new registration shall be required. Any lease agreement that has been executed prior to the adoption of this chapter shall not be affected, but the rental unit must nevertheless be registered and inspected in accordance with this chapter. No rental unit shall hereafter be rented unless the rental unit is registered in accordance with this chapter.

§ 27-5. REGISTRATION FORMS; FILING, CONTENTS.

Without in any way intending to infringe upon the requirements of *N.J.S.A. 46:8-28 et seq.*, all rental units shall also be registered as provided in this chapter. Every owner shall file with the Borough Clerk or designee or such other person as designated by the Borough Council a registration form for each unit contained within a building or structure, which shall include the following information:

- a. The name and address of the record owner or owners of the apartment complex or apartment and the record owner or owners of the rental business if not the same persons. In the case of a partnership, the names and addresses of all general partners shall be provided together with the telephone numbers for each of such individuals indicating where such individuals may be reached both during the day and evening hours. If the record owner is a corporation, the name and address of the registered agent and corporate officers of said corporation shall be provided together with the telephone numbers for each of such individuals indicating where such individuals may be reached both during the day and evening hours.
- b. If the address of any record owner is not located in Somerset County, the record owner shall designate the name and address of a person who resides in Somerset County and who is authorized to accept notices from a tenant and to issue receipts therefor and to accept service of process on behalf of the record owner. **If the record owner cannot designate a person who resides in Somerset County to be authorized to accept notices from a tenant and to accept service of process on behalf of the record owner, the record owner shall designate the name and address of a person who resides in New Jersey to service such purpose.**
- c. The name and address of the agent of the premises, if any.
- d. The name and address, including the dwelling unit number of the superintendent, janitor, custodian, or other individual employed by the owner or agent to provide regular maintenance service, if any.

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- e. The name, address, and telephone number of an individual representative of the owner or agent who may be reached or contacted at any time in the event of an emergency affecting the premises or any unit or dwelling space therein, including such emergencies as the failure of any essential service or system, and who has the authority to make emergency decisions concerning the building and any repair or expenditure.
- f. The name and address of every holder of a recorded mortgage on the apartment complex or apartment.
- g. If fuel oil is used to heat the building and the landlord furnishes the heat in the building, the name and address of the fuel oil dealer servicing the building and the grade of fuel oil used.
- h. As to each rental unit, a specification of the exact number of sleeping rooms contained in the rental unit. In order to satisfy the requirement of this section, an owner shall submit a dimensional floor plan or a written description of the living area if a floor plan is not available, which shall become part of the application and which shall be attached to the registration form when filed by the Borough Clerk or designee.
- i. A copy of the lease shall be made available to the Borough Clerk or designee for inspection, or copies shall be provided to the Borough Clerk or designee upon request within 10 business days.
- j. A statement that the owner acknowledges and grants permission to the Borough's inspecting official for the right to inspect the dwelling unit for which the Registration is made.
- k. Such other information as may be prescribed by the Borough.

§ 27-6. REGISTRATION FORM; INDEXING AND FILING; ~~PUBLIC INSPECTION.~~

The Borough Clerk or designee shall index and file the registration forms. In doing so, the Borough Clerk or designee shall follow *N.J.S.A. 46:8-28.1* as amended and supplemented so that the filing of the registration form will simultaneously satisfy the registration requirements of *N.J.S.A. 46:8-28* to the extent that it applies to the property being registered and will also satisfy the registration requirements of this chapter.

§ 27-7. REGISTRATION FORM; AMENDMENTS; FILING.

Every person required to file a registration form pursuant to this chapter shall file an amended registration form within 20 days after any change in the information required to be included thereon. No fee shall be required for the filing of an amendment except where the ownership of the premises is changed and, in such circumstances, a new Certificate of Registration shall be required, a new registration shall be completed and submitted, and an inspection shall be scheduled.

§ 27-8. ~~ANNUAL~~ INSPECTIONS; UNSATISFACTORY CONDITIONS ~~INSPECTIONS.~~

- a. Inspections required by this Chapter shall be performed by representatives of the Building Department designated by the Construction Official.

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b. Each rental unit shall be inspected ~~at least once every 12 months, or~~ upon petition, a showing of cause, or a change in tenancy or occupancy.

c. Such inspection shall be for the purpose of determining **compliance with all applicable Borough Zoning Ordinances, the Borough's Property Maintenance Code (Chapter 14), and the Uniform Fire Code, as duly adopted in New Jersey Safety Act compliance,** including, without limitation, requirements related to smoke-sensitive and carbon monoxide alarm devices and fire extinguishers, and to the extent applicable, to determine if there are apparent violations of any other applicable laws or ordinances. If, upon such inspection, it is determined that a referral is necessary to another department or agency, that referral will be made by the inspection officer.

d. All rental units shall be subject to inspections of their conditions in order to safeguard the health, safety, and welfare of the occupants of such rental units and of the general public and to determine compliance with this Ordinance. The owner, operator, agent, and occupant shall make the units and lease agreements available as needed for such inspections and are required to provide the necessary arrangements to facilitate such inspections. Inspections shall be made with the consent of the occupant, who must be of legal age to grant such consent, or, absent consent, with an administrative search warrant if there is reason to believe that a violation exists that poses an immediate threat to health or safety requiring inspection and abatement without delay. Reasonable attempts shall be made to obtain consent of the occupant, but if consent is not given, it will be considered a violation of this Ordinance.

e. In the event that the inspection of a rental unit does not result in a satisfactory **condition inspection,** no tenant shall occupy the property until the necessary corrections have been made so as to bring the property and rental unit into compliance with the applicable law and the property is thereafter subsequently inspected and registered. In the event that the property is occupied when such conditions are discovered, all such corrections shall be made within 60 days, and if not made within that period, the owner shall be deemed in violation of this chapter and every day that the violation continues shall constitute a separate and distinct violation, subject to the penalty provisions of § 27-17 of this chapter.

§ 27-9. ACCESS FOR INSPECTION; REPAIRS; COMPLAINTS.

a. The inspection officers are hereby authorized to make inspections to determine the condition of rental facilities, rental units, and apartments or dwellings in order that they may promote the purposes of this chapter to safeguard the health, safety, and welfare of the occupants of rental facilities, rental units, and apartments or dwellings and of the general public. For the purposes of making such inspections, the inspecting officers are hereby authorized to enter, examine, and survey rental facilities, rental units, and apartments or dwellings at all reasonable times. The owner or occupant of every rental facility, rental unit, and apartment or dwelling shall give the inspecting officer free access to the rental facility, rental unit, and apartment or dwelling at all reasonable times for the purpose of such inspections, examinations, and surveys.

b. Every occupant shall give the owner of the rental facility, rental unit, and apartment or dwelling access to any part of such rental facility, rental unit, and apartment or dwelling at all

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reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this chapter or any lawful order issued pursuant thereto.

c. Within 10 business days of receipt of a complaint alleging a reported violation of this chapter, an inspecting officer may, upon written request to the owner, conduct an inspection as provided by this chapter. In the event that the owner fails to respond to the written request or authorize the inspection, the owner may be issued a summons for a violation of this chapter.

§ 27-10. PROHIBITIONS ON OCCUPANCY.

No person shall occupy any rental unit, nor shall the owner permit occupancy of any rental unit within the Borough that is not registered in accordance with this chapter.

§ 27-11. ISSUANCE OF CERTIFICATE OF REGISTRATION.

Upon the filing of a completed registration form, payment of the prescribed fee, and completion of a satisfactory inspection, the owner shall be entitled to the issuance of a Certificate of Registration commencing on the date of issuance and expiring on August 31 of the same calendar year. A registration form shall be required for each rental unit, and a Certificate of Registration shall issue to the owner for each rental unit, even if more than one rental unit is contained in the property.

§ 27-11A. CHANGE OF TENANCY OR OCCUPANCY.

a. In the event the tenancy or occupancy changes during the calendar year, the landlord, owner, or managing agent shall be required to obtain a Certificate of Continued **Registration** ~~Occupancy~~ from the Borough and shall, no later than ten (10) days from the change of tenancy/occupancy, file a Certificate of Continued **Registration** ~~Occupancy~~ application for the unit(s) that are the subject of the change of tenancy/occupancy.

b. In the event the tenancy or occupancy changes during the calendar year and upon filing of an application for a Certificate of Continued **Registration** ~~Occupancy~~, the rental facility or facilities and/or rental unit(s) shall be inspected by the Borough.

c. In the event the tenancy or occupancy changes during the calendar year, the landlord, owner, managing agent, tenant, and/or lessee shall permit the inspection of the rental facility or facilities and/or rental unit(s). Failure to file a timely application for a Certificate of Continued **Registration** ~~Occupancy~~, to allow access for inspection, and/or to schedule an inspection shall be grounds for revocation of the Certificate of Registration.

§ 27-11B. PETITIONED INSPECTIONS.

a. An inspection will be required when petitioned by a tenant and/or occupant, upon notice to the property owner, landlord, or a representative of a rental dwelling unit, provided that the petitioner:

- (1) is the lawful tenant or occupant of the premises in the petition;

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(2) files the petition with the ~~Borough Code Enforcement Department~~ and with the property owner, specifying a violation under this Article and;

(3) agrees to provide access to the premises under his/her control for the purposes of inspection and for abatement of any violations found to exist.

b. Upon filing the petition, the petitioner shall pay to the Borough the inspection fee provided in § 27-12. In the event a violation is found to exist, the property owner shall, within a reasonable time determined by the inspecting officer, correct the violation and notify the Borough of his/her action. If a petitioner requests a subsequent inspection and the violation still exists, the proper owner shall pay the petitioned inspection fee. If the violation has been corrected, the petitioner shall pay the petitioned inspection fee.

c. Any petitioned inspection will be scheduled by the Borough within fourteen (14) ~~ten (10)~~ working days of the filing of the petition.

§ 27-12. FEES.

At the time of the filing of the registration form, and prior to the issuance of a Certificate of Registration, the owner or agent of the owner must pay a fee, and the appropriate party must pay other fees in accordance with the following:

- a. Annual registration and inspection fee of \$150 per unit;
- b. An inspection fee because of a change in tenant or occupancy of \$50 per unit;
- c. A re-inspection fee of \$50 per unit;
- d. Fee for failure to be present and/or provide access at requested inspection time (15-minute grace period) of \$50.00;
- e. Petitioned inspection fee of \$50.00.
- f. If the owner of the property is a senior citizen, defined as a person 65 years or older, who resides in a unit of the property and rents out the remaining unit or units and would otherwise qualify for a property tax deduction pursuant to N.J.S.A. 54:4-8.41, there shall be no fee for any of the units, except for re-inspections, petitioned inspections, and for the failure to be present and/or provide access at the requested inspection time;

If any fee listed in paragraphs (a) through (d) above is not paid, a Certificate of Registration or a Certificate of Continued ~~Registration-Occupancy~~ **Registration**, as the case may be, will not be issued, and if any fee is not paid within 30 days of its due date, a late fee surcharge of \$30 will be assessed.

§ 27-13. PROVIDING REGISTRATION FORM TO OCCUPANTS AND TENANTS.

Every owner shall provide each occupant or tenant occupying a rental unit with a copy of the registration form required by this chapter as well as a Certificate of Continued ~~Registration-Occupancy~~ **Registration** to the extent applicable. This particular provision shall not apply to any hotel, motel,

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or guest house registered with the State of New Jersey pursuant to the Hotel and Multiple Dwelling Act as defined in N.J.S.A. 55:13A-3. This provision may be complied with by posting a copy of the Certificate of Registration and, if applicable, the Certificate of Continued **Registration** ~~Occupancy~~ in a conspicuous place within the rental unit.

§ 27-14. TAXES AND OTHER MUNICIPAL CHARGES; PAYMENT PRECONDITION FOR REGISTRATION.

No rental unit may be registered and no Certificate of Registration or Certificate of Continued Occupancy shall issue for any property containing a rental unit unless all municipal taxes, water and sewer charges, and any other municipal assessments are paid on a current basis.

§ 27-15. OTHER RENTAL UNIT STANDARDS.

All dwelling and rental units shall be maintained in accordance with the ~~Uniform Construction Code, BOCA Maintenance Code, Housing Code, Building Code,~~ the Uniform Fire **Code, as duly adopted in New Jersey Safety Act, the Borough's Property Maintenance Code (Chapter 14),** and any other applicable laws or ordinances.

§ 27-16. OCCUPANT STANDARDS.

- a. Only those occupants whose names are on file with the Borough Clerk as required by this chapter may reside in the registered premises. It shall be unlawful for any other person to reside in said premises, and this provision may be enforced against the owner, landlord, tenant or other person residing in said premises.
- b. The provisions of the New Jersey State Housing Code shall apply to all **rental units** ~~rooms~~ registered under this chapter.
- c. The maintenance of all rental facilities and the conduct engaged in upon the premises by occupants and their guests shall at all times be in full compliance with all applicable ordinances of the Borough and with applicable law.
- d. Any owner, landlord, tenant, or other person violating the provisions of this section shall be subject to the penalty provisions of Section 27-17~~8~~ of this chapter.

§ 27-17. VIOLATIONS; PENALTIES.

Any person who violates any provision of this chapter shall, upon conviction in the Municipal Court of the Borough or such other court having jurisdiction, be liable for the penalty stated in Chapter 1, Section 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 or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/20**

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 Council 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, 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).

APPROVED:

ATTEST:

RONALD JUBIN, PH.D., MAYOR

EDITH G. GIL, BOROUGH CLERK

INTRODUCED: GIBBS
PASSED:
PUBLISHED:
ADOPTED:

C: POLICE, CONSTRUCTION, FINANCE
FIRE OFFICIAL, ENG.
GENERAL CODE, COURTS

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/21**

**AMENDING CHAPTER 3, POLICE DEPARTMENT, OF THE
BOROUGH'S CODE TO UPDATE THE ORGANIZATION OF THE
WATCHUNG BOROUGH POLICE DEPARTMENT**

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. Section 3-1.2 entitled "Organization of Police Department" of Chapter 3 entitled "Police Department" of the Code of the Borough of Watchung, is hereby supplemented and amended to read as follows: [New language in **bold and underlined**; deleted language in ~~double strikethrough~~]

Chapter 3. Police Department

§ 3-1.2. Organization of Police Department.

The Police Department of the Borough of Watchung shall consist of a Chief of Police, a Captain, up to three **(3)** Lieutenants of Police, up to **seven (7)** ~~six~~ Sergeants of Police, up to **twenty two (22)** Police Officers, and such other employees as may, from time to time, be deemed necessary by the Governing Body to properly preserve the peace and good order within the Borough. **The number of police personnel may be modified by Resolution.** The Chief of Police may, in his discretion, subject to review by the Police Committee, organize the Police Department into such divisions or bureaus as are necessary. Immediately subordinate to the Chief of Police in the line of authority is the Captain, who shall perform such duties and responsibilities as may be assigned by the Chief through the chain of command. Determination of the appointment of the Chief of Police, the Captain, the Lieutenants, Sergeants and Police Officers shall be based upon the recommendations of the Police Committee to the Mayor and the appointments then made as hereinafter provided. There shall also be persons designed as Police Aides who shall be subject to the rules and regulations of the Borough Police Department to the extent specified in the Personnel Policy of the Borough of Watchung as established pursuant to Chapter 5 of this Code. All secretarial and clerical help shall not be considered members of the Watchung Police Department, but rather employees of the Borough of Watchung assigned for such duties to the Police Department by the Governing Body.

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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

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:
CC: PD, PERSONNEL,

ATTEST:

BOROUGH OF WATCHUNG

Edith Gil, Borough Clerk

By: _____
Ronald Jubin, Mayor

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/22**

**ORDINANCE AMENDING CHAPTER 6, POLICE REGULATIONS, OF
THE BOROUGH'S CODE TO ESTABLISHING RESTRICTED AREAS
AT THE WATCHUNG BOROUGH POLICE DEPARTMENT**

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 6 entitled "Police Regulations" The Code of the Borough of Watchung is hereby supplemented and amended by the creation of **new** Section 6-15 to be entitled "Restricted Areas – Police Department" to read as follows:

Chapter 6. Police Regulations.

§6-15 **Restricted Areas – Police Department.**

§6-15.1 Purpose.

The Police Department often handles confidential, security, criminal and other potentially dangerous matters, where access by members of the public needs to be restricted to assure public safety and welfare. The purpose of this Section is to prohibit unauthorized persons from accessing specified restricted areas at the Watchung Police Department.

§6-15.2 Definitions.

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

"Authorized Personnel" shall mean any individual who has received express permission from the Watchung Police Department or another appropriate authority to enter restricted areas.

"Emergency Personnel" shall mean active members of the Watchung Police Department, Rescue Squad(s), Fire Department(s), and professional first aid responders.

"Restricted Areas" shall mean any area in or around the Watchung Police Department that is designated as off-limits by clearly posted signage.

"Posted Sign" shall mean any visible and legible notice, placard or marking indicating that access beyond a specific point is restricted.

§6-15.3 Prohibited Conduct.

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/22**

- A. No person shall enter or remain in any restricted area of the Watchung Police Department beyond posted signs unless they are authorized personnel as defined herein.
- B. Any person beyond the designated signs without authorization shall be in violation of this Section, regardless of intent.

§6-15.4 Exceptions.

This Section shall not apply to the following individuals:

- A. Sworn officers or employees of the Watchung Police Department acting in the scope of their duties.
- B. Authorized emergency personnel during the performance of their duties.
- C. Any individual who has received prior written or verbal authorization from the Watchung Police Department.

§6-15.5 Enforcement and Penalties.

- A. The provision of this Section shall be enforced by the Watchung Police Department or any other appropriate municipal official.
- B. Any person who violates the provision of this Section shall, upon conviction, be subject to the penalties set forth in Section _____. Each violation shall constitute a separate offense.

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

**BOROUGH OF WATCHUNG
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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

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:
CC: POLICE, COURTS,
GENERAL CODE,

ATTEST:

BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

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