



# BOROUGH OF WATCHUNG

15 MOUNTAIN BOULEVARD  
WATCHUNG, NEW JERSEY 07069

## MAYOR & COUNCIL MEETING AGENDA (**REVISED**)

**THURSDAY, JULY 14, 2022**

**7:30 P.M.**

### MAYOR

Keith S. Balla

### COUNCIL

Ronald Jubin, Ph.D.

Wendy Robinson

Pietro Martino

Freddie Hayeck

Curt S. Dahl

Christine B. Ead

James J. Damato  
**Business Administrator**

Edith G. Gil  
**Borough Clerk**

Joseph Sordillo, Esq.  
**Borough Attorney**

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

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

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

**JULY 14, 2022 - 7:30 P.M.**

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

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

**ROLL CALL**

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

**REPORTS OF STANDING COMMITTEES:**

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

**REPORTS – OTHER:**

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

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

**JULY 14, 2022 - 7:30 P.M.**

**PUBLIC PORTION / AGENDA ITEMS ONLY**

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

**DISCUSSION**

- ❖ Participation in Somerset County's Urban County Cooperation Agreement: 2023 -2025 Program

**UNFINISHED BUSINESS**

**Public Hearing of Ordinance# 22/06: "AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF WATCHUNG, CH. 5-12.76 ET SEQ. THEREOF, AND TO, FIX AND DETERMINE MINIMUM AND MAXIMUM SALARIES AND COMPENSATION TO BE PAID TO CERTAIN EMPLOYEES."**

R1: Adopting Ordinance **22/06** Establishing Min / Max Salary Ordinance

**NEW BUSINESS**

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

Acknowledging Receipt of the following Borough Reports:

Building Department Monthly Report	June 2022
CERT Meeting Minutes	June 28, 2022
Environmental Commission Meeting Minutes	May 23, 2022
Fire Prevention Bureau Monthly Report	May 2022 June 2022
Green Team Meeting Minutes	May 16, 2022
Historical Committee Meeting Minutes	April 20, 2022 May 18, 2022
Mayor and Council Meeting Minutes	June 2, 2022

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

**JULY 14, 2022 - 7:30 P.M.**

Police Department Activity Report	June 23, 2022 June 2022
Traffic and Beautification Meeting Minutes	May 9, 2022

Acknowledging Receipt of the following Correspondence:

#17 – Township of Scotch Plains, 6/27/22, re: *Notice of Introduced Ordinances 2022-16 and 2022-17, ORD 2022-16 Amends Chapter XVIII entitled “Zoning” to Permit Crushing of Recyclable Materials, ORD 2022-17 Amends the Current Cannabis Zoning to Remove the Industrial Zone from Permissible Zoned Areas (All Introduced on June 21, 2022) c: M&C, JD, TS*

#18 – NJ Transit Corporation, 6/29/22, re: Notice of FY 2022 Request for Federal Assistance, public comments due by August 15, 2022.

**CONSENT RESOLUTIONS**

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

- R2: Authorizing Purchase Orders over \$2,000 – Sparta Discount Tire, Inc. (PD tires)  
Claris (PD remote access for CAD)  
Uline Ship Supply Specialist (Picnic tables for best lake)  
Lawsoft, Inc. (PD online data backup 3yr)  
ESO Solutions, Inc. (FD cad integration & fire package)  
Chatham Lawnmower Service (PW 52” lawnmower)  
Woods Machinery (PW 72” Lexmark lawnmower)  
Tilcon New York (Paving of Old Somerset St & Corey Ln)
- R3: Authorizing Field and Facility Permit Application for Use of Gazebo – Chai Center for Jewish Life
- R4: Authorizing Watchung’s Participation in the Pooled Loan Financing Program of the Somerset County Improvement Authority
- R5: Authorizing Appointment of Camp Counselors for 2022 Summer Camp
- R6: Directing the Planning Board to Review Bill [A-1294](#) and Make Recommendations for the Borough
- R7: Authorizing Professional Services Agreement for Affordable Housing Administrative Agent - CGP&H, LLC
- R8: Authorizing Clerk to Issue Raffle Licenses #666, 667, and 668 – Sisters of Mercy of the Americas Mid-Atlantic
- R9: Authorizing Bill List
- R10: Waiving Delinquent Interest of 2021 Sewer Bill – 60 Stirling Road, Block

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

**JULY 14, 2022 - 7:30 P.M.**

- R11: Authorizing Submission of Grant Application and Execution of Grant Contract with NJ Department of Transportation for 2023 Road Improvements Project
- R12: Authorizing Shared Services Agreement with the County of Somerset for the Provision of Emergency Management Services
- R13: Authorizing and Amending Prior Resolution Appointing Electrical Sub-Code Official
- R14: Authorizing Renewal of Plenary Retail Consumption License – Miller’s Ale House / Inactive License

**NON-CONSENT RESOLUTIONS**

- R15: Authorizing Appointment of Fire Sub-Code Official for a four-year term – Len Young
- R16: Authorizing Appointment of Fire Department Volunteers – Tom Taillon and Asad Ali
- R17: Authorizing Donation of Fire Department Vehicle to the City of La Vega, Dominican Republican
- R18: Authorizing Affordable Housing Agreement with Our House, Inc. in Connection with the Operation of an Affordable Housing Group Home
- R19: Authorizing Appointment of Principal Public Works Manager/Director of Public Works – William J. McClave
- R20: Authorizing Appointment of Tax Clerk – Katherine A. Vilarino
- R21: Authorizing a Professional Services Agreement for Appraisal Services – ARD Appraisal Company
- R23: Authorizing Appointment of OEM Deputies
- R24: Acknowledging Automatic Renewal of 2023-2025 Urban County Cooperation Agreement for Participation in Somerset County’s Community Development Block Grant and Home Investment Partnership Program Activities

**PUBLIC PORTION - GENERAL DISCUSSION**

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

**EXECUTIVE SESSION**

- R22: Authorizing Executive Session: Contract Negotiations, Anticipated Litigation, Personnel Matters and Attorney-Client Privilege Matters

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

**JULY 14, 2022 - 7:30 P.M.**

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

**ADJOURNMENT**

The next meeting of the Mayor and Council will be held on the rescheduled date of Thursday, August 18, 2022 at 7:30 P.M.

**BOROUGH OF WATCHUNG**  
**ORDINANCE #OR: 22-06**

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

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

<u>JOB TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Administrator	\$75,000.00	\$180,000.00
Borough Clerk	\$45,000.00	\$105,000.00
Deputy Clerk	\$40,000.00	\$65,000.00
Assistant Municipal Clerk	\$35,000.00	\$65,000.00
Mayor/Council Member	\$3,000.00	\$6,000.00
Chief Financial Officer / QPA / Technology Officer	\$40,000.00	\$130,000.00
Deputy Treasurer / Payroll & Benefits Manager	\$38,000.00	\$62,000.00
Administrative Assistant	\$34,500.00	\$62,000.00
Administrative Assistant / Finance	\$34,000.00	\$62,000.00
Administrative Assistant / Police Dept.	\$34,500.00	\$62,000.00
Administrative Assistant / TACO / Office Manager	\$35,000.00	\$70,000.00
Executive Assistant / IT Specialist	\$50,000.00	\$100,000.00
Registrar of Vital Statistics	\$400.00	\$1,200.00
Construction Code Official/ Building Subcode Official	\$25,000.00	\$55,000.00
Zoning Officer	\$10,000.00	\$20,000.00
Building Inspector	\$8,000.00	\$56,000.00
Fire Sub-Code Official	\$10,000.00	\$28,000.00
Plumbing Sub-Code Official	\$10,000.00	\$26,000.00
Electrical Sub-Code Official	\$10,000.00	\$26,000.00
Fire Official	\$10,000.00	\$42,000.00
OEM Coordinator	\$1,000.00	\$8,000.00
Engineer	\$55,000.00	\$98,000.00
Municipal Court Judge	\$32,000.00	\$95,000.00
Public Defender	\$6,000.00	\$25,000.00
Chief of Police	\$150,000.00	\$200,000.00
Secretary	\$30,000.00	\$60,000.00
Recreation Coordinator	\$6,000.00	\$20,000.00
Public Works Manager	\$60,000.00	\$130,000.00
Public Works Foreman	\$50,000.00	\$85,000.00
Public Works Driver / Operator Step 1	\$40,000.00	\$52,550.00
Public Works Driver / Operator Step 2	\$40,000.00	\$55,900.00
Public Works Driver / Operator Step 3	\$40,000.00	\$59,250.00
Public Works Driver / Operator Step 4	\$40,000.00	\$62,800.00
Public Works Driver / Operator Step 5	\$40,000.00	\$66,700.00
Public Works Driver / Operator Step 6	\$40,000.00	\$71,035.00
Public Works Driver / Operator Step 7	\$40,000.00	\$74,506.00
Public Works Driver / Operator Step 8	\$40,000.00	\$78,411.00
Public Works Laborer / Driver Probationary	\$35,000.00	\$41,290.00
Public Works Laborer / Driver Step 1	\$40,000.00	\$46,740.00
Public Works Laborer / Driver Step 2	\$40,000.00	\$48,406.00
Public Works Laborer / Driver Step 3	\$40,000.00	\$52,380.00
Public Works Laborer / Driver Step 4	\$40,000.00	\$55,745.00
Public Works Laborer / Driver Step 5	\$40,000.00	\$58,997.00
Public Works Laborer / Driver Step 6	\$40,000.00	\$61,275.00
Public Works Laborer / Driver Step 7	\$40,000.00	\$65,615.00
Public Works Laborer / Driver Step 8	\$40,000.00	\$69,083.00
Building Maintenance Worker	\$5,200.00	\$7,936.00

**BOROUGH OF WATCHUNG**  
**ORDINANCE #OR: 22-06**

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

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

<u>JOB TITLE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
Tax Assessor		\$35,000.00	\$68,000.00
Tax Collector		\$10,000.00	\$50,000.00
Tax Clerk		\$25,000.00	\$62,000.00
Part Time Tax Assessor Assistant			\$26.00
Seasonal/Temporary/Part Time Hourly Rate	Hourly Wage	\$15.00	\$45.00
Board/Commission Clerk	Hourly Wage	\$15.00	\$35.00
Temporary Inspector / Sub-Code Official	Hourly Wage		\$45.00
Night Subcode Inspection			\$300.00
Recreation Camp Counselors		\$15.00	\$18.00
Recreation Camp Director			\$27.00
Recreation Camp Assistant Director			\$21.00
OPRA Coordinator			\$2,500.00

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Municipal Clerk

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Keith Balla, Mayor

INTRODUCED BY: JUBIN  
PASSED: JUNE 21, 2022  
PUBLISHED: JUNE 30, 2022  
ADOPTED:



**BOROUGH OF WATCHUNG  
RESOLUTION: R1**

**BE IT RESOLVED** that Ordinance **OR:22/06** entitled:

***“AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF WATCHUNG, CH. 5-12.76 ET SEQ. THEREOF, AND TO, FIX AND DETERMINE MINIMUM AND MAXIMUM SALARIES AND COMPENSATION TO BE PAID TO CERTAIN EMPLOYEES”*** can now be adopted after public hearing.

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

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

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

ADOPTED: JULY 14, 2022  
INDEX: FINANCE-BUDGET, SALARIES  
C: B. HANCE, E. HORSFALL

**BOROUGH OF WATCHUNG**  
**RESOLUTION: R2**

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

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

Vendor: Sparta Discount Tire, Inc., 150 Woodport Road, Sparta, NJ 07871  
Item: PD-Tires: Eagle RSA goodyear, enforcer winter, wrangler adventure  
Total Price: \$5,632.28  
Charged to: 2-01-190-249

Vendor: Claris, 5201 Patrick Henry Drive, Santa Clara, CA 95054  
Item: PD-Remote access for CAD system (3-year renewal)  
Total Price: \$2,340.00  
Charged to: 2-01-190-273

Vendor: Uline Ship Supply Specialist, PO Box 88741, Chicago, IL 60680  
Item: Metal Square Picnic Table for Best Lake Location  
Total Price: \$2,500.17  
Charged to: 2-01-610-202

Vendor: Lawsoft, Inc. 15 Hamburg Turnpike, Bloomingdale, NJ 07403  
Item: PD-online data backup 3 servers for 2021 and 2022  
Total Price: \$4,500.00  
Charged to: 2-01-190-273

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

Vendor: Chatham Lawnmower Service, Inc., 14 Commerce Street, Chatham, NJ 07928  
Item: 52" exmark lawnmower  
Total Price: \$9,944.00  
Charged to: 2-01-155-246

**BOROUGH OF WATCHUNG  
RESOLUTION: R2**

Vendor: Woods Machinery, 45 Route 22, Dunellen, NJ 08812  
Item: 72" Lexmark Lazer mower  
Total Price: \$14,799.00  
Charged to: 2-01-205-246 and 2-01-155-246

Vendor: Tilcon New York, Inc. 9 Entin Road, Parsippany, NJ 07054  
Item: Paving of Old Somerset Street and Corey Lane (2022 road improvements)  
Total Price: Not to exceed \$60,000.00  
Charged to: 2-01-610-201

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Ronald Jubin, Council President

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

ADOPTED: JULY 14, 2022  
INDEX: PURCHASING  
C: B. HANCE

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

**PURCHASE ORDER**

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

NO. 22-00654

ORDER DATE: 06/27/22  
 REQUISITION NO: RR200382  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

**PAYMENT RECORD**

CHECK NO.

DATE PAID

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

<b>SHIP TO</b>	WATCHUNG POLICE DEPARTMENT 840 SOMERSET STREET WATCHUNG, NJ 07069-4952 ATTN: SERVICE DIVISION
	VENDOR #: SDT SPARTA DISCOUNT TIRE, INC. 150 WOODPORT ROAD SPARTA, NJ 07871  Phone: (973)729-2137 Fax: (973)729-2361

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
11.00	245/55R18 EAGLE RSA Goodyear Catalog #: 732026500	2-01- -190-249 Tire & Tubes	146.5200	1,611.72
14.00	245/55R18 Enforcer Winter Catalog #: 732004567	2-01- -190-249 Tire & Tubes	170.7600	2,389.80
4.00	255/60R18 Enforcer Winter Catalog #: 732009563	2-01- -190-249 Tire & Tubes	173.9400	695.76
5.00	265/60R18 Wrangler Adventure Catalog #: 758076630	2-01- -190-249 Tire & Tubes	187.0000	935.00
1.00	NJ State Contract V00049680	2-01- -190-249 Tire & Tubes	0.0000	0.00
			<b>TOTAL</b>	<b>5,632.28</b>

DRAFT

**CLAIMANT'S CERTIFICATION & DECLARATION**

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

TAX ID NO. OR SOCIAL SECURITY NO.

**OFFICER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPT. HEAD

DATE

VENDOR MUST SIGN CERTIFICATION  
 STATEMENT ON THIS VOUCHER.  
 MAIL VOUCHER & ITEMIZED BILLS TO:

BOROUGH OF WATCHUNG  
 15 Mountain Boulevard  
 Watchung, NJ 07069

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.

Chief Financial Officer

COUNCIL APPROVAL CAN BE SEEN

ON BILL LIST RESOLUTION

**BOROUGH OF WATCHUNG**

15 Mountain Boulevard

Watchung, NJ 07069

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

SHIP TO	WATCHUNG POLICE DEPARTMENT 840 SOMERSET STREET WATCHUNG, NJ 07069-4952 ATTN: SERVICE DIVISION
	VENDOR #: CLARIS Claris 5201 Patrick Henry Drive Santa Clara, CA 95054 United States Phone: (408)987-7000

**PURCHASE ORDER**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKING LISTS, CORRESPONDENCE, ETC.

NO. 22-00638

ORDER DATE: 06/16/22

REQUISITION NO: RR200369

DELIVERY DATE:

STATE CONTRACT:

ACCOUNT NUM:

**PAYMENT RECORD**

CHECK NO.

DATE PAID

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
5.00	Renewal for 3 Years	2-01- -190-273 Other Contractual Service	468.0000	2,340.00
			TOTAL	2,340.00

DRAFT

<b>CLAIMANT'S CERTIFICATION &amp; DECLARATION</b> 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.	<b>OFFICER'S CERTIFICATION</b> 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	<b>APPROVAL TO PURCHASE</b> DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.  Chief Financial Officer  COUNCIL APPROVAL CAN BE SEEN  ON BILL LIST RESOLUTION
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# BOROUGH OF WATCHUNG

15 Mountain Boulevard

Watchung, NJ 07069

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

SHIP TO	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6395 LINDA MONETTI
	VENDOR #: ULINE Uline ship.Supply Specialist ATTN:ACCOUNTS RECEIVABLE PO BOX 88741 CHICAGO, IL 60680-1741 United States Phone: (800)295-5510 Fax: (800)295-5571

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-00642

ORDER DATE: 06/16/22  
REQUISITION NO: RR200373  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00	METAL SQUARE PICNIC TABLE FOR BEST LAKE LOCATION	2-01- -610-202 Buildings & Grounds Improvements	1,100.0000	2,200.00
1.00	SHIPPING	2-01- -610-202 Buildings & Grounds Improvements	300.1700	300.17
			TOTAL	2,500.17

DRAFT

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.  Chief Financial Officer  COUNCIL APPROVAL CAN BE SEEN  ON BILL LIST RESOLUTION

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

SHIP TO	WATCHUNG POLICE DEPARTMENT 840 SOMERSET STREET WATCHUNG, NJ 07069-4952 ATTN: SERVICE DIVISION
	VENDOR # : LAWSOFT
VENDOR	LAWSOFT, INC. 15 HAMBURG TURNPIKE SUITE 2 BLOOMINGDALE, NJ 07403 USA
	Phone: (973)250-8900 Fax: (973)250-8905

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-00683

ORDER DATE: 07/05/22  
 REQUISITION NO: RR200405  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

PAYMENT RECORD
CHECK NO.
DATE PAID
NOTICE: TAX ID #22-8002382 - TAX EXEMPT

TY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
12.00	Online Data Backup 3 Servers for 2021	2-01- -190-273 Other Contractual Service	150.0000	1,800.00
12.00	Invoice # 22-0091 Online Data Backup 3 Servers for 2022  Include Rate Increase  Invoice # 22-0090	2-01- -190-273 Other Contractual Service	225.0000	2,700.00
			TOTAL	4,500.00

DRAFT

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

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

SHIP TO	WATCHUNG FIRE DEPARTMENT 15 MOUNTAIN BLVD WATCHUNG, NJ 07069 ATTN: MARIA T. FITTIPALDI
	<div style="display: flex; justify-content: space-between;"> <div>VENDOR</div> <div>VENDOR #: ESOSULUT</div> </div> <div>           ESO SOLUTIONS, INC.            PO BOX 679449            DALLAS, TX 75267-9449             Phone: (866)766-9471         </div>

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

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

PAYMENT RECORD
CHECK NO.
DATE PAID

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CAD INTEGRATION & FIRE PACKAGE INVOICE NO. ESO-84578	2-01- -185-246 Equip. & Machinery Parts	2,566.8000	2,566.80
			TOTAL	2,566.80

DRAFT

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



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

<b>SHIP TO</b>	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399
	<div style="text-align: right;">VENDOR #: CLSI</div> CHATHAM LAWNMOWER SERVICE, INC 14 COMMERCE STREET CHATHAM, NJ 07928  Phone: (973)635-8855 Fax: (973)701-2340

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-00691

ORDER DATE: 07/06/22  
 REQUISITION NO:  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

PAYMENT RECORD
CHECK NO.
DATE PAID

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	52" Exmark Lawnmower Kawasaki FX751V  Per quote # 36834	2-01- -155-246 Equip. & Machinery Parts	9,944.0000	9,944.00
			TOTAL	9,944.00

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

# QUOTATION

PAGE: 1

CHATHAM LAWNMOWER SERVICE, INC.  
14 COMMERCE STREET  
CHATHAM, NJ 07928  
Phone #: (973)835-8855  
Fax #: (973)701-2340

PHONE #: (908)756-0091 Ext: Main  
CELL #:   
ALT. #:   
P.O.#: JDEMATO  
TERMS: Net 10th EOM  
SALES TYPE: Quote  
DATE: 7/5/2022  
ORDER #: 36834  
CUSTOMER #: 100188  
CP: OfellaP  
LOCATION: 1  
STATUS: Active

**BILL TO:** 100188

Borough Of Watchung  
15 Mountain Blvd  
WATCHUNG, NJ 07069 US

**SHIP TO:**

Borough Of Watchung  
15 Mountain Blvd  
WATCHUNG, NJ 07069 US

ITEM	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
TOR	74035	4000 Series 60" (152 cm) 26.5 HP KOH EFI 747cc	1	\$14,875.00	\$10,858.75	\$10,858.75
TOR	72965	Z-MASTER 6000 KAW FX 31HP	1	\$18,699.00	\$15,635.87	\$15,635.87
EXD	ZE751GKA524A2	52" KAWASAKI FX751V (24.5HP) SUSP. SEAT	1	\$13,099.99	\$9,944.00	\$9,944.00
***	DISC	BID ASSIST DISCOUNT	1	\$0.00	\$0.00	\$0.00

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL: \$36,438.62  
TAX: \$0.00  
ORDER TOTAL: \$36,438.62

Authorized By: \_\_\_\_\_

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

SHIP TO	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399	
	WOODS MACHINERY 45 ROUTE 22 DUNELLEN, NJ 08812	
VENDOR	VENDOR #: MPI	
Phone: (732)968-0778		

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-00699

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

PAYMENT RECORD
CHECK NO.
DATE PAID

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	72" Lexmark Lazer mower	2-01- -205-246 Equipment & Machinery Parts	14,799.0000	14,799.00
	99.27 %	2-01- -155-246 Equip. & Machinery Parts		
	0.73 %			
	stock#3033317 serial # 412123345 per quote # 900360			
			TOTAL	14,799.00

DRAFT

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
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# BOROUGH OF WATCHUNG

15 Mountain Boulevard

Watchung, NJ 07069

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

## PURCHASE ORDER

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

NO. 22-00716

ORDER DATE: 07/11/22

REQUISITION NO:

DELIVERY DATE:

STATE CONTRACT:

ACCOUNT NUM:

## PAYMENT RECORD

CHECK NO.

DATE PAID

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

SHIP TO	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399
	VENDOR #: TILC TILCON NEW YORK, INC. 9 Entin Road Parsippany, NJ 07054  Phone: (973)366-7741 Fax: (973)366-8501

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2022 road improvements Not to Exceed Amount	2-01- -610-201 Infrastructure Improvements	60,000.0000	60,000.00
			TOTAL	60,000.00

### CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

TAX ID NO. OR SOCIAL SECURITY NO.

### OFFICER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPT. HEAD

DATE

VENDOR MUST SIGN CERTIFICATION  
STATEMENT ON THIS VOUCHER.  
MAIL VOUCHER & ITEMIZED BILLS TO:

BOROUGH OF WATCHUNG  
15 Mountain Boulevard  
Watchung, NJ 07069

### APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT  
IS SIGNED BELOW.

Chief Financial Officer

COUNCIL APPROVAL CAN BE SEEN

ON BILL LIST RESOLUTION.

**BOROUGH OF WATCHUNG  
RESOLUTION: R3**

**WHEREAS**, the Borough has received a Field and Facility Permit application and the Borough's Recreation Coordinator has reviewed the completed application as submitted and hereby recommends its approval; and

**WHEREAS**, the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey wishes to authorize the request to use the Watchung Lake Gazebo.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Watchung, County of Somerset that the use of the Watchung Lake Gazebo is hereby authorized for the intended use as noted below:

1. Chai Center for Jewish Life, use of Watchung Lake Gazebo for a holiday ritual ceremony, from 4 PM to 5 PM, on Monday, September 26, 2022.

\_\_\_\_\_  
Ronald Jabin, Council President

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

ADOPTED: JULY 14, 2022  
INDEX: RECREATION  
C: LM, PD

**BOROUGH OF WATCHUNG  
RECREATION COMMISSION**

**FIELD AND FACILITY PERMIT APPLICATION**

NAME: Sharon Friedman

ADDRESS: [REDACTED], Watchung

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

EMAIL info@ChaiCenterNJ.org SPORT/EVENT holiday ritual

Name of Organization, Team, Club Etc. Chai Center for Jewish Life

Profit            Non-Profit ☒ resident, religious org.

**FIELD USE**

**\*Pavilion Rental;**

Resident

\$50.00 per event

Non-Resident / Commercial

\$100.00 per event

Port-A-John Rental

\$150.00 (includes delivery)

**\*Mobus / Phillips Fields:**

Sport Programs

\$15.00 per person/week or program

Events (Non-Profit) – Resident

\$50.00 per event

Non-Resident

\$150.00 per event

**\*Gazebo:**

Resident

\$50.00 per event

Non-Resident

\$100.00 per event

**\*Seniors Room:**

Residents/Non-Profit

No Charge

Profit Organizations

\$25.00 per hour / \$100.00 minimum

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

Free of Charge

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

FIELD / FACILITY REQUESTED Mt. Blvd. Gazebo

DATES September 26

TIMES 4:00 - 4:30 pm

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

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

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

Please fax to (908)757-7027 or mail to the following address:

Borough of Watchung  
Recreation Department  
15 Mountain Blvd.  
Watchung, NJ 07069

#### **CHECKLIST FOR CERTIFICATE OF INSURANCE**

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

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

### General Information

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

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

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

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

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

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

### Renter Responsibilities

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

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

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

Name Sharon Friedman Signature Sharon Friedman Date 6-17-22



## HOLD-HARMLESS AGREEMENT

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

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

ORGANIZATION: Name: Chai Center for Jewish Life OR

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

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

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

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

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

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

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

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

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

9. **LEGAL SIGNATURES:**

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

Individual Jim Feider Date 6-17-22

on behalf of Chai Center for Jewish Life  
Organization or Corporation or LLC

and

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

Date \_\_\_\_\_

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

**I. Background and Purpose**

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

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

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

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

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

I/WE, shall mean the following:

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

ORGANIZATION: Name: Chai Center for Jewish Life

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

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

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

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

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

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

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

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

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

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

*Shmuel Feiselman* 6-17-22  
Authorized Signature Date

Chai Center for Jewish Life 6-17-22  
Print Name of Organization, Corporation and Title of Signatory Date

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> M L CUTLER & CO INC/PHS 13652783 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT</b> NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <b>INSURER(S) AFFORDING COVERAGE</b> NAIC# INSURER A: Sentinel Insurance Company Ltd. 11000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> CHAI CENTER FOR JEWISH LIFE INC 20 SHAWNEE DR STE C WATCHUNG NJ 07089-5813	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			13 SBA TJ2677	08/15/2021	08/15/2022	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COM/PROP AGG \$2,000,000
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**The Borough of Watchung  
15 MOUNTAIN BLVD  
WATCHUNG NJ 07069**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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**BOROUGH OF WATCHUNG  
RESOLUTION: R4**

***AUTHORIZING WATCHUNG'S PARTICIPATION IN THE POOLED LOAN  
FINANCING PROGRAM OF THE SOMERSET COUNTY IMPROVEMENT  
AUTHORITY***

**WHEREAS**, the Borough of Watchung, in the County of Somerset, State of New Jersey (the "Local Unit"), has previously duly adopted or will be duly adopting various bond ordinances authorizing the issuance of bonds or notes to finance the costs of various capital improvements (the "Capital Improvement Project"); and

**WHEREAS**, the Local Unit desires to issue bonds to permanently finance the Local Unit Projects; and

**WHEREAS**, the Local Unit believes that there is volatility in the long-term bond market for municipalities resulting in the following problems: (1) increased and unpredictable interest rates causing interest rate risk and budgeting problems, (2) shrinking investor pools to purchase municipal bonds, and (3) a reduced number of bids at municipal bond sales; and

**WHEREAS**, the Local Unit has reviewed the Pooled Loan Financing Program proposed by The Somerset County Improvement Authority (the "SCIA"), whereby the Local Unit would issue bonds (collectively, the "Local Unit Bonds") through the Pooled Loan Financing Program of the SCIA; and

**WHEREAS**, the Local Unit believes that the SCIA's Pooled Loan Financing Program cures many of the problems of the volatile bond market by providing (1) a more predictable interest rate, whereby the Local Unit will benefit from reduced interest costs as a result of the "AAA" guaranty by the County of Somerset, State of New Jersey (the "County Guaranty") on the debt service of the SCIA Pooled Loan Financing Program, (2) market access to sell the Local Unit Bonds, (3) a certain investor pool to purchase the Local Unit Bonds, (4) a guaranteed purchaser of the Local Unit Bonds, and (5) decreased costs due to all the local units in the Pooled Loan Financing Program sharing in the costs of the SCIA Pooled Loan Financing Program; and

**WHEREAS**, the Local Unit further believes that any savings the Local Unit can achieve for its taxpayers, especially during this time of financial instability, is of utmost importance to its community and accordingly, the Local Unit desires to issue its Local Unit Bonds through the Pooled Loan Financing Program of the SCIA; and

**WHEREAS**, such Local Unit Bonds shall be issued in accordance with the provisions of the Local Bond Law, *N.J.S.A. 40A:2-1 et seq.*

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE  
BOROUGH OF WATCHUNG, THAT**

**Section 1.** The Local Unit hereby authorizes the Local Unit's participation in the SCIA Pooled Loan Financing Program.

**Section 2.** The Local Unit consents to the SCIA's application to the Local Finance Board of the Division of Local Government Services, in the New Jersey Department of Community

**BOROUGH OF WATCHUNG**  
**RESOLUTION: R4**

Affairs (the "Local Finance Board") in connection with the Pooled Loan Financing Program.

**Section 3.** The Chief Financial Officer of the Local Unit is hereby authorized to, or direct the appropriate party to, enter into one or more loans with the SCIA and is further authorized to execute one or more bond purchase contracts, loan agreements and any and all documents, certificates, opinions and other instruments that are necessary and as may be reasonably required by the Authority in connection with such loan, after consultation with council to the Local Unit.

**Section 4.** This resolution shall take effect immediately.

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

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

ADOPTED:  
INDEX:  
C:

JULY 14, 2022  
FINANCE-BONDS,  
B. HANCE,

RECORDED VOTE

AYES

NAYS

ABSTENTIONS

ABSENTEES

*I, Edith G. Gil, Municipal Clerk of the Borough of Watchung, County of Somerset, State of New Jersey, do hereby certify the foregoing to be a true copy of a resolution adopted by the Mayor and Council at a meeting held on July 14, 2022.*

\_\_\_\_\_  
Edith G. Gil, RMC

**BOROUGH OF WATCHUNG  
RESOLUTION: R5**

**NOW THEREFORE BE IT, RESOLVED** that the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey hereby appoint the following temporary personnel to the 2022 Summer Camp Program as follows:

	<u>Hourly Rate</u>
Camp Counselor: Sloane B. Orlov	\$15.00
Camp Counselor: Veronica Kolacz	\$15.00
Camp Counselor: Alyssa Steinhart	\$15.00

**BE IT FURTHER RESOLVED**, that the Mayor and Council does hereby ratify and affirm these appointment to June 27, 2022.

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

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

ADOPTED: JULY 14, 2022  
INDEX: APPOINTMENTS, RECREATION  
C: E. HORSFALL, L. MONETTI



**BOROUGH OF WATCHUNG  
RESOLUTION: R6**

**WHEREAS**, the New Jersey Legislature is considering Assembly Bill No. 1294, an act concerning the conversion of certain office parks and retail centers to mixed-use development and supplementing Chapter 55D of Title 40 of the Revised Statutes; and

**WHEREAS**, the Planning Board has powers granted to it by the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., in addition to other powers established by law and the Governing Body of Watchung is desirous of having the Borough Planning Board review pending legislation A-1294 under consideration by the New Jersey Legislature and provide recommendations to 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 it hereby directs the Planning Board to review Assembly Bill A-1294 and make recommendations for the Borough of Watchung.

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

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

ADOPTED: JULY 14, 2022  
INDEX: PLANNING BD  
C: ZONING, PLANNING,

**BOROUGH OF WATCHUNG  
RESOLUTION: R7**

**WHEREAS,** it is necessary to retain the Professional Services of an **Affordable Housing Administrative Agent** as regulated by the NJ Department of Community Affairs; and

**WHEREAS,** the Borough solicited for a "Cost Proposal: Affordable Housing General Administrative Agent" and received a written cost proposal and this cost proposal was reviewed by the Administrator; and

**WHEREAS,** the Chief Financial Officer of the Borough of Watchung has certified that funds are available in the following account: Affordable Housing Trust Fund

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

**WHEREAS,** it is the consensus of the Governing Body that it would be in the best interest of the Borough to authorize a Professional Service contract to CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, New Jersey 08512.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that a contract be awarded to CGP&H, in an amount not to exceed \$30,000.00.

**BE IT FURTHER RESOLVED** that this contract is being awarded upon recommendation by the Administrator and the Administration and Finance Committee after review and based on the merits and abilities of the professionals to provide the goods or services as described herein.

**BE IT FURTHER RESOLVED** that this contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* but has been awarded based on the merits and abilities of CGP&H to provide these professional services described herein.

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

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

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

ADOPTED: JULY 14, 2022  
INDEX: AWARDS,  
C: B. HANCE

**BOROUGH OF WATCHUNG  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** by and between the Borough of Watchung (hereinafter referred to as "Borough"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

**WHEREAS**, both the Borough and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

**WHEREAS**, the Borough Council hereby desires to approve of this Contract that was presented for the provision of said services.

**WITNESSETH**, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 12th day of August, 2022 for a period of twelve months (12), terminating at the close of business on the 11th day of August, 2023. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
  - a. This Agreement and all Schedules annexed thereto.
  - b. Resolution of appointment made by the Mayor and Borough Council.
  - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.
  - d. The Affirmative Action Requirements annexed hereto, applicable to this

contract, as Schedule B.

4. CGP&H hereby represents to the Borough that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Borough of Watchung during the period set forth herein above.
6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Borough of Watchung as evidenced by a duly adopted Resolution.
7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Borough showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Borough of Watchung harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Borough of Watchung Council.

**AND IT IS FURTHER UNDERSTOOD AND AGREED** that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

**IN WITNESS WHEREOF**, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

**WITNESS:**

**BOROUGH OF WATCHUNG**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Edith G. Gil

NAME: Keith S. Balla

TITLE: Borough Clerk

TITLE: Mayor

DATE: \_\_\_\_\_

**WITNESS:**

**CGP&H, LLC**

NAME: Mateusz Pitrus

NAME: Randall Gottesman, PP

TITLE: Business Operations Associate

TITLE: President

DATE: \_\_\_\_\_

## SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

For services rendered by the Consultant, the Consultant shall be compensated as follows:

<b>ADMINISTRATIVE AGENT GENERAL SERVICES paid by Watchung</b>	
<b>1. Day-to-Day Administrative Agent Services</b>	Not to exceed \$5,000 billed at an hourly rate of \$145 per hour for senior staff, and \$100 per hour for all other staff
<b>2. Administrative Agent Resale Fee</b>	\$2,000 flat fee payable by Watchung for each sale unit when home gets listed for sale  A fee of 3% of the resale price will be paid from the seller at the closing to CGP&H.
<b>3. Existing Sale Units Waitlist Management</b>	\$240 flat fee per year. (\$30 per unit x 8 units)
<b>4. Direct Costs</b>	Costs will not exceed \$250
<b>5. Additional Advisory Services as requested by the Borough</b>	Billed hourly at a rate of \$145 per hour for senior staff and \$100 per hour for all other staff. Budget will depend on the breadth and scope of the services required by the Borough.  <b>CGP&amp;H will not bill for any time under this line item without written authorization from the Borough.</b>
<b>Total Paid by Watchung</b>	<b>Not to exceed \$7,490 in the contract year if 1 unit is listed for sale</b>

- 1. Day-to-Day Administrative Agent Services:** This includes creating and/or updating the Administrative Agent Operating Manual, and Affirmative Marketing Plan, if required. This also includes responding to general affordable housing inquiries, affirmative marketing, foreclosure prevention activities, and annual mailings to homeowners as well as preparing intent-to-sell packages and annual unit monitoring reports. It also includes advising Watchung on affordable housing requirements for new developments. CGP&H will strive to comply with all aspects of S2527 affirmative marketing legislation. However, CGP&H cannot ensure that all other administrative agents administering affordable housing units in the municipality are meeting the regulations until further direction is provided by the State of New Jersey.
- 2. Administrative Agent Resale Fee:** CGP&H will facilitate the resale of any affordable sales unit that is put up for sale by its current owner. The fees are all-inclusive of the services required to sell an affordable unit, including: certifying a buying household(s) as eligible, sending potential purchasers to the unit, facilitating an agreement between buyer and seller, and preparing and filing closing documents. The flat fee that is paid by Watchung will be billed once a notice of intent to sell is signed by the seller. In the event that the seller cancels the sale or should the unit not go to closing, this flat fee is still applicable and will not be returned or cancelled.

3. **Existing Sale Units Waitlist Management:** This service is ongoing and covers posting of the properties on our website, maintaining the waiting list, and updating the sites whenever needed. Waiting list will be periodically purged to keep it far more current than previously possible. It also includes all technology services for all of the above, including instant feedback to applicants.
4. **Direct Costs:** Cost of postage, printing of notices, copying costs, and advertising.
5. **Additional Advisory Services as requested by the Borough:** These include special projects outside the scope of general administration including, but not limited to trust fund monitoring, mid-point review, and CTM entry of trust fund or unit information, group home research to document creditworthiness, or other special projects such as extension of controls or implementing an affordability assistance program. CGP&H will not bill for any time under these services without written authorization from the Borough.

DRAFT

## AFFORDABILITY ASSISTANCE PROGRAM SERVICES

### 1. Affordability Assistance Program Services

For all project set-up and project administration services related to affordability assistance programs, CGP&H will bill hourly at \$145 per hour for senior staff, and \$100 per hour for all other staff.

CGP&H will charge a flat fee of \$275 for each first month's rent program application.

CGP&H will charge a flat fee of \$425 for each down payment assistance program application.

1. **Affordability Assistance Program Services:** This includes, but is not limited to, working with the Municipality's representatives to review and select affordability assistance programs and then prepare the Affordability Assistance manual which may include different affordability assistance programs. Once programs are selected and manuals written and approved, administration of these affordability assistance programs includes soliciting applications, distributing and processing applications, and income certifying applicants. CGP&H will review and approve applications and track the disbursement of funds for required reporting.

## ACCESSORY APARTMENT PROGRAM SERVICES

### 1. Accessory Apartment Program Implementation

Not to exceed \$7,000 per unit billed hourly at \$145 per hour for President, Vice President and all senior staff, \$100 per hour for all other staff.

1. **Accessory Apartment Program Implementation:** This includes, but is not limited to, the ongoing efforts to market the program to existing residents, distribute marketing materials, answer homeowner inquiries; take applications from initial submission through to case closing. The cost estimate for this line item may require revision based on local homeowner interest in the program, or if homeowners start the process but do not finish, etc. The Borough can decide whether it wants owners of future accessory units to pay CGP&H to market and fill their vacancies whenever that occurs, or whether the Borough will cover this periodic expense.



## RENTAL & OWNERSHIP FEES PAID BY Developer/Landlord/Homeowner

<b>1. Rental Fees</b>	Flat fee of \$1,000/rental certification. No charge for applicants found to be ineligible.  <i>No charge to prescreen applicants and referring as many applicants to landlord as needed to fill each vacancy</i>	Developer/Landlord pays fee.  <i>Watchung will help facilitate CGP&amp;H going under contract with developers.</i>  <i>Watchung may pay this fee if Developer will not contract with CGP&amp;H.</i>
<b>2. Waiting List Management Fee</b>	\$30 per deed restricted unit annual fee payable upon commencement of affirmative marketing. Minimum fee of \$300 annually.	Developer/Landlord pays fee
<b>3. Lease Renewal Fee</b>	\$30 per lease renewal	Developer/Landlord pays fee
<b>4. Ownership Fee: Resales</b>	3% of the sale price of the home	Homeowner pays fee.
<b>5. Ownership Fee: Refinance Requests</b>	\$150 flat fee to process request	Homeowner pays fee
<b>6. Ownership Fee: New Development</b>	CGP&H will charge a fee of \$2,000 per sale unit. \$1,000 will be billed at the time each home goes under contract and \$1,000 will be billed at closing. In the event that a buyer goes under contract and does not close, the first \$1,000 payment would not be returned.	Developer/Landlord pays fee
<b>7. Setup of New Projects</b>	\$1,000 flat fee per new development	Developer/Landlord pays fee
<b>Cost to Watchung for these services</b>	\$0.00 anticipated cost to Watchung.	

- Rental Fees:** CGP&H will contact the next applicant on the waiting list to prescreen them for eligibility, refer them to the landlord, and invite them to submit a full application. CGP&H will collect and review documentation from the applicant households to determine their eligibility. Eligibility determination fees do not include credit or background checks, which are generally done by the landlord. The Developer/Landlord may pay rental certification fees.
- Waiting List Management Fee:** The waiting list management fee will allow us to maintain the waiting list on our web-based Affordable Homes New Jersey Profile ([affordablehomesnewjersey.com](http://affordablehomesnewjersey.com)). This unique online system provides around-the-clock, user-friendly and robust online tools for applicants, while also increasing our turnaround times. After initial lease-up, all applicants will be required to update their information annually.
- Lease Renewal Fee:** CGP&H will advise the Developer of the maximum rental amount before each new lease is executed and we will review all executed leases and maintain copies in our files, as required by UHAC.

4. **Ownership Fee: Resales:** CGP&H will charge the seller a fee as a percent of the sales price to refer interested buyers, coordinate with both the seller and all interested applicants throughout the duration of the sale process, income certify prospective buyers, prepare the closing documents, attend closings whenever required, and perform other duties related to the closing. This fee is paid by the owner directly to CGP&H at closing.
5. **Ownership Fee: Refinance Requests:** CGP&H charges existing homeowners a fee per request to process requests for subordination or home equity loans. This fee will be paid by the homeowner requesting the review.
6. **Ownership Fee: New Development:** After random selection is completed, CGP&H will process the pre-applications, screen pre-applicants, and refer eligible households to the developer, income certify all buyers, coordinate with mortgage providers, and prepare affordable housing related closing documents for the project.
7. **Setup of New Projects:** CGP&H will charge new developers a flat fee for project set-up activities. This includes pricing of units, preparation of deed restriction, affirmative marketing, and all other set-up activities.

DRAFT

## A. Housing Rehabilitation Program Administrative Services

1. Ongoing Day-to-Day Program Administration	Billed hourly at blended rate of \$127 per hour. Not to exceed \$6,000 per contract year.
2. Shared Services	\$1,200 per year billed monthly at \$100 per month.
3. Direct Costs	Reimbursement for expenses. Not to exceed \$300 per contract year.
4. Additional services as requested	Billed hourly at blended rate of \$127 per hour. Budget for these services will depend on scope of additional services requested by Watchung.  CGP&H will not bill any time towards this line item without written authorization from the Borough
Total Paid by Watchung Borough	Not-to-exceed \$7,500

- A1. Ongoing Day-to-Day Program Administration:** Includes, but is not limited to maintaining a waiting list of interested residents; ongoing owner outreach efforts, reviewing homeowner pre-applications to determine initial eligibility, reporting, ongoing updates to program forms as needed and all other Housing Rehabilitation administrative tasks.
- A2. Shared Services:** This includes contractor outreach, intake of new interested contractors' applications, qualifying new contractors, maintaining contractor database and individual records, updates to rehab work specifications templates and compliance research.
- A3. Direct Costs:** this includes, but is not limited to, reimbursement for direct costs for large scale printing jobs; postage; mailings; poster production; expedited mailings or messenger services, etc.

## B. Housing Rehabilitation Program Case Management

<b>1. Milestone 1: Eligibility Determination</b>	Flat fee of \$1,270 payable upon certification of applicant's eligibility.  Discounted flat fee of \$850 for each additional unit within a multi-family dwelling.
<b>2. Milestone 2: Loan Closing</b>	Flat fee of \$3,175 payable upon execution of construction documents.  Discounted flat fee of \$1,250 for each additional unit within a multi-family dwelling.
<b>3. Milestone 3: Final Inspection</b>	Flat fee of \$1,905 payable upon satisfactory final inspection.  Discounted flat fee of \$900 for each additional unit within a multi-family dwelling.
<b>4. Title Search Fee</b>	\$98 per property
<b>5. Subordination Requests</b>	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.
<b>Total Paid by Watchung Borough</b>	<b>\$6,448 per completed case</b>

- B1. Milestone 1: Eligibility Determination:** this includes the introductory setup of a case through the processing of applications and determining the applicant's eligibility for the program.
- B2. Milestone 2: Loan Closing:** this includes comprehensive inspection of home to determine code violations, repair needs; developing a detailed cost estimate and work specifications for review and approval by homeowner; preparing bid documents for contractors to bid; review of bids received, preparing contractor contracts and homeowner agreements with the Municipality, and preconstruction meeting/contract signing/loan closing.
- B3. Milestone 3: Final Inspection:** this includes working with contractors and homeowners throughout construction to finalize the rehabilitation work, troubleshooting any difficulties that arise, progress inspections, and case closeout.
- B4. Title Search Fee:** Per property title search fee to confirm ownership and property liens.
- B5. Subordination Requests:** includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period. The homeowner will be charged a flat fee per request.

**Charges to be paid by the Housing Rehabilitation Contractor to CGP&H**

<b>Circumstance</b>	<b>Contractor Penalty</b>
<b>1. Failed Final Inspection</b>	\$375 per failed inspection paid by the contractor directly to CGP&H.
<b>2. Unjustified Construction Delays</b>	\$50 per day paid by the contractor directly to CGP&H.

- 1. Failed Final Inspection:** If a contractor requests a final inspection, and fails to meet the specifications of the Work Write-Up, the contractor will be charged a flat fee to partially cover the cost of having to conduct a second inspection and preparing the accompanying inspection reports. Charges for each failed final inspection will be issued directly from the contractor to CGP&H, as specified in the construction agreement. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.
- 2. Unjustified Construction Delays:** If the contractor delays construction without appropriate justification which requires CGP&H's additional follow-up with contractor, a weekly penalty will be charged to the contractor during the delay period. This will be specified in the construction agreement as a weekly penalty to the contractor paid directly to CGP&H if the penalty is imposed. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.

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**The following fees may apply to the Municipality only if the need arises:**

<b>Additional Housing Rehabilitation Services, as Needed</b>	<b>Fee</b>
Services related to any cases that are terminated due to circumstances outside the control of CGP&H, including determination of either participant or property ineligibility, voluntary withdrawal by the program participant, or a participant failure to follow other program rules, including violations of local ordinances, falsification of eligibility documents, etc.	Hourly per case up to milestone cap.
<p>For services related to the program inspector's discovery during the initial property inspection of non-compliant occupancy or recently completed or ongoing home improvements without required municipal permits, the CGP&amp;H will bill hourly for all work required to get the program participant to rectify the situation and become municipally compliant before the case can continue in the program with the standard case processing procedures.</p> <p>*Municipality has the option to pass on this additional cost to the owner.</p>	Hourly, up to 3 hours per case for compliance items*
<p>If the program participant delays the preconstruction process for any reason, including rectifying non-compliance discovery (see above section), which then makes the state mandated certificate of eligibility period expire prior to the signing of the construction agreement, CGP&amp;H will be required to reverify household income. Re-verification of income will be billed hourly.</p> <p>*Municipality has the option to pass on this additional cost to the owner.</p>	Hourly, up to 5 hours per re-verification of income*
<p>On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the program participant's ability to provide their own funding is insufficient. To avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. CGP&amp;H will bill hourly up to the limit per case (see right) for initial research to determine if partnering source is an option for the particular case, and if so, then coordination of same with secondary funding source. If more time beyond the limit per case is needed to finalize the partnering of funds to bring the unit up to code to obtain State credit for that unit, CGP&amp;H will not continue without additional direct written authorization from the Municipality.</p>	Hourly, up to 3 hours per case for initial research and coordination of partnering funds
<p>While extremely rare, if during or after the completion of a housing rehabilitation case there are contract disputes, warranty claims or other kinds of disputes causing the Municipality to request mediation or intervention by CGP&amp;H, this work will only proceed upon written authorization from the municipality and will be conducted at our regular hourly rates. When a program participant or contractor contacts CGP&amp;H directly, CGP&amp;H can bill additional hours to attempt to resolve it expediently, prior to seeking written authorization from the municipality.</p>	Hourly, up to 3 hours per case for warranty claims or up to 6 hours per case for contract disputes.
<p>While rare, cases that require more than one bid opening (due to non-receipt of a qualified bid, contractor replacement or specialty contractor need on portion of rehab work) and/or more than one loan closing and related documents preparation; CGP&amp;H will bill hourly per each re-bid process which includes re-sending updated bid notice and bid packages, additional bid opening, and review of bids received and/or each additional set of loan closing documents and/or additional loan closing</p>	Hourly, up to 4 hours per case for re-bid process and up to 4 hours per case for each additional needed loan closing and/or additional loan closing documents.

**Exclusions:**

The following services are specifically excluded from the scope of services to be provided under this agreement:

1. All engineering and architectural services related to the rehabilitation of residential structures, and the coordination thereof. In the rare cases where such funding is needed, the homeowner is responsible for those costs.
2. All legal services as may be required to administer the program or resolve a dispute between a program participant and a contractor.
3. Direct costs such as advertising, reproduction, and expedited mail or messenger services more than amount identified above in this proposal.
4. Relocation assistance, in the extremely rare event that a household must be relocated during the construction phase.
5. CGP&H is not responsible for serving as the property manager of any rental units.
6. Lead based paint testing services.

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## **SCHEDULE B**

**N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)**

### **MANDATORY AFFIRMATIVE ACTION LANGUAGE**

### **GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

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



- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- Letter of Federal Affirmative Action Plan Approval
  - Certificate of Employee Information Report
  - Employee Information Report Form AA302
- j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE \_\_\_\_\_

TITLE PRESIDENT

DATE \_\_\_\_\_

**BOROUGH OF WATCHUNG  
RESOLUTON: R8**

**WHEREAS**, Sisters of Mercy of the Americas, Mid-Atlantic Community has made an application to the Borough of Watchung, County of Somerset, for three (3) Raffle Licenses; and

**WHEREAS**, said applications have been presented as required for Findings and Determinations; and

**WHEREAS**, the Borough Clerk has reported that the proper fees have been paid and therefore recommends its approval.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey that the Borough Clerk is hereby instructed to issue the three (3) Raffle Licenses as follows:

**NAME & ADDRESS OF ORGANIZATION**

**DATES OF RAFFLE**

Sisters of Mercy of The Americas  
Mid - Atlantic  
1645 US Highway 22 West  
Watchung, NJ 07069-6587

RL# 666 – 9/17/22  
On Premise Tricky Tray Raffle

RL#667 – 9/17/22  
On Premise 50/50 Raffle

RL#668 – 8/18/22  
Off Premise Raffle

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

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

ADOPTED: JULY 14, 2022  
INDEX: LICENSES  
C: R. ANGELO, PD

**BOROUGH OF WATCHUNG  
RESOLUTION: R9**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Watchung,  
that the Borough Treasurer be, and is hereby directed to pay bills in the amount of  
\$3,725,964.58 per the attached bill list. The expenditures can be broken down into  
the following categories:

Affordable Housing Trust	\$	1,219.50
Animal Control	\$	2.40
Grant Fund	\$	100,000.00
Capital Fund	\$	41,621.28
Developer's Escrow	\$	2,419.00
Other Escrow	\$	53,963.75
Watchung Board of Education Taxes	\$	870,835.00
Watchung Hills Regional High School Taxes	\$	500,000.00
Current Fund	\$	2,155,903.65
<b>Total Expenditures:</b>	<b>\$</b>	<b>3,725,964.58</b>

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

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

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

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

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

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

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

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

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

Date: July 14, 2022  
Index: Finance  
C: Finance

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 1

Range of Checking Accts: AFFORD HOUSING to WIRE TRANSFER Range of Check Dates: 06/11/22 to 07/08/22  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

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

AFFORD HOUSING		AFFORDABLE HOUSING TRUST FUND					
670	07/08/22	BATEM DIFRANCESCO, BATEMAN, COLEY,					5457
22-00030	27	affordable housing services	99.00	H-06- -100-101	Budget	2	1
				Affordable Housing Trust Fund			

671	07/08/22	CGPH CGP&H					5457
21-00043	18	housing administrative agent	1,120.50	H-06- -100-101	Budget	1	1
				Affordable Housing Trust Fund			

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
Checks:	2	0	1,219.50	0.00	Y
Direct Deposit:	0	0	0.00	0.00	it
Total:	2	0	1,219.50	0.00	

ANIMAL CONTROL		Investors Animal Control Trust					
1068	07/08/22	NJDHS NJ DEPT OF HEALTH & SENIOR SER					5455
22-00027	6	May dog license #137-138	2.40	D-11- -100-201	Budget	1	1
				Animal Control Trust Fund			

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
Checks:	1	0	2.40	0.00	1
Direct Deposit:	0	0	0.00	0.00	Y
Total:	1	0	2.40	0.00	

CAPITAL ACCOUNT		Investors Savings Capital Fund					
2310	07/08/22	CMEASSOC CME Associates					5454
22-00001	10	Elsinore 6/6-6/24	274.50	C-02- -104-A11	Budget	1	1
				2021 Roadway Improvements			

2311	07/08/22	DELLAELE Della Electrical Enterprises I					5454
22-00539	1	Texier Garage electric	800.00	C-02- -607-A15	Budget	4	1
				Texier House Improvements			

2312	07/08/22	NICKERSO Nickerson					5454
22-00494	1	(2) 5 Row x 15'-0" non	27,696.40	C-02- -205-B11	Budget	3	1
				Park Equipment & Related Improvements			

2313	07/08/22	OBS BIS Digital, Inc.					5454
22-00474	2	partial pmt #1	12,850.38	C-02- -815-B01	Budget	2	1
				Acquisition of Communications Equipment			

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
Checks:	4	0	41,621.28	0.00	1
Direct Deposit:	0	0	0.00	0.00	1
Total:	4	0	41,621.28	0.00	

CURRENT FUND		Investors Bank Current Fund					
38920	06/24/22	PIU PUMP IT UP					5446
22-00583	1	JULY 1ST SUMMER CAMP TRIP	1,729.50	2-01- -245-202	Budget	1	1
				Summer Camp			

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 2

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
CURRENT FUND	Investors Bank	Current Fund	Continued				
38921	06/24/22	PSI POWERHOUSE STUDIOS INC					5446
22-00584	1	SUMMER CAMP TRIP JULY 8TH	1,628.00	2-01- -245-202	Budget		2 1
				Summer Camp			
22-00584	2	gratuity	350.00	2-01- -245-202	Budget		3 1
				Summer Camp			
			1,978.00				
326	06/30/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.					5447
22-00643	1	Watchung Boro Payroll	500.00	2-01- -110-111	Budget		1 1
				Salary & Wage			
22-00643	2	Watchung Boro Payroll	750.00	2-01- -160-111	Budget		2 1
				Salary & Wage			
22-00643	3	Watchung Boro Payroll	2,083.33	2-01- -190-111	Budget		3 1
				Salary & Wage			
22-00643	4	Watchung Boro Payroll	198.31	2-01- -190-112	Budget		4 1
				Overtime			
22-00643	5	Watchung Boro Payroll	258.08	2-01- -200-111	Budget		5 1
				Salary & Wage			
22-00643	6	Watchung Boro Payroll	705.37	2-01- -255-111	Budget		6 1
				Salary & Wage			
22-00643	7	Watchung Boro Payroll	375.00	2-01- -110-111	Budget		7 1
				Salary & Wage			
22-00643	8	Watchung Boro Payroll	9,161.28	2-01- -115-111	Budget		8 1
				Salary & Wage			
22-00643	9	Watchung Boro Payroll	7,823.24	2-01- -130-111	Budget		9 1
				Salary & Wage			
22-00643	10	Watchung Boro Payroll	2,713.51	2-01- -175-401	Budget		10 1
				Health Insurance Waiver			
22-00643	11	Watchung Boro Payroll	3,319.08	2-01- -135-111	Budget		11 1
				Salary & Wage			
22-00643	12	Watchung Boro Payroll	367.50	2-01- -140-111	Budget		12 1
				Salary & Wage			
22-00643	13	Watchung Boro Payroll	2,349.12	2-01- -140-111	Budget		13 1
				Salary & Wage			
22-00643	15	Watchung Boro Payroll	5,921.50	2-01- -205-111	Budget		14 1
				Salary & Wage			
22-00643	16	Watchung Boro Payroll	610.02	2-01- -205-112	Budget		15 1
				Overtime			
22-00643	17	Watchung Boro Payroll	1,422.41	2-01- -187-111	Budget		16 1
				Salary & Wage			
22-00643	18	Watchung Boro Payroll	144,755.99	2-01- -190-111	Budget		17 1
				Salary & Wage			
22-00643	19	Watchung Boro Payroll	7,508.42	2-01- -190-112	Budget		18 1
				Overtime			
22-00643	20	Watchung Boro Payroll	3,750.00	2-01- -175-401	Budget		19 1
				Health Insurance Waiver			
22-00643	21	Watchung Boro Payroll	2,000.00	2-01- -190-111	Budget		20 1
				Salary & Wage			
22-00643	23	Watchung Boro Payroll	10,286.36	2-01- -205-111	Budget		21 1
				Salary & Wage			
22-00643	24	Watchung Boro Payroll	1,363.24	2-01- -205-112	Budget		22 1
				Overtime			

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 3

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #		Item Description							
CURRENT FUND Investors Bank Current Fund Continued									
326 WATCHUNG BORO. PAYROLL ACCT. Continued									
22-00643	25	Watchung Boro Payroll	8,587.23	2-01- -250-111 Salary & Wage	Budget		23	1	
22-00643	26		405.99	2-01- -265-111 Salary & Wage	Budget		24	1	
22-00643	27		2,751.66	2-01- -405-111 Salary & Wage	Budget		25	1	
22-00643	28		8,732.77	2-01- -310-218 Social Security / Medicare	Budget		26	1	
22-00643	29		55.65	2-01- -307-283 DCRP	Budget		27	1	
22-00643	30		8,026.29	2-01- -120-111 Salary & Wage	Budget		28	1	
			236,781.35						
327	06/30/22	PURCH PURCHASE POWER					5447		
22-00529	2	postage	1,000.00	2-01- -115-257 Postage Expense	Budget		29	1	
333	06/30/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.					5451		
22-00656	1	Watchung Borough Payroll	500.00	2-01- -110-111 Salary & Wage	Budget		1	1	
22-00656	2	Watchung Borough Payroll	862.50	2-01- -165-111 Salary & Wage	Budget		2	1	
22-00656	3	Watchung Borough Payroll	2,375.00	2-01- -190-111 Salary & Wage	Budget		3	1	
22-00656	4	Watchung Borough Payroll	1,109.81	2-01- -190-112 Overtime	Budget		4	1	
22-00656	5	Watchung Borough Payroll	258.08	2-01- -200-111 Salary & Wage	Budget		5	1	
22-00656	6	Watchung Borough Payroll	559.50	2-01- -200-111 Salary & Wage	Budget		6	1	
22-00656	7	Watchung Borough Payroll	705.37	2-01- -255-111 Salary & Wage	Budget		7	1	
22-00656	8	Watchung Borough Payroll	375.00	2-01- -110-111 Salary & Wage	Budget		8	1	
22-00656	9	Watchung Borough Payroll	9,161.28	2-01- -110-111 Salary & Wage	Budget		9	1	
22-00656	10	Watchung Borough Payroll	8,078.37	2-01- -120-111 Salary & Wage	Budget		10	1	
22-00656	11	Watchung Borough Payroll	7,823.24	2-01- -130-111 Salary & Wage	Budget		11	1	
22-00656	12	Watchung Borough Payroll	3,371.08	2-01- -130-111 Salary & Wage	Budget		12	1	
22-00656	13	Watchung Borough Payroll	150.00	2-01- -140-111 Salary & Wage	Budget		13	1	
22-00656	14	Watchung Borough Payroll	2,349.12	2-01- -150-111 Salary & Wages	Budget		14	1	
22-00656	15	Watchung Borough Payroll	5,921.50	2-01- -205-111 Salary & Wage	Budget		15	1	
22-00656	16	Watchung Borough Payroll	1,422.41	2-01- -187-111 Salary & Wage	Budget		16	1	

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 4

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND Investors Bank Current Fund Continued									
333 WATCHUNG BORO. PAYROLL ACCT. Continued									
22-00656	17	Watchung Borough Payroll	145,255.98	2-01- -190-111	Budget		17	1	
				Salary & Wage					
22-00656	18	Watchung Borough Payroll	8,034.53	2-01- -190-112	Budget		18	1	
				Overtime					
22-00656	19	Watchung Borough Payroll	10,286.36	2-01- -205-111	Budget		19	1	
				Salary & Wage					
22-00656	20	Watchung Borough Payroll	292.06	2-01- -205-112	Budget		20	1	
				Overtime					
22-00656	21	Watchung Borough Payroll	240.69	2-01- -205-112	Budget		21	1	
				Overtime					
22-00656	22	Watchung Borough Payroll	5,621.44	2-01- -250-111	Budget		22	1	
				Salary & Wage					
22-00656	23	Watchung Borough Payroll	2,751.66	2-01- -405-111	Budget		23	1	
				Salary & Wage					
22-00656	24	Watchung Borough Payroll	8,024.78	2-01- -310-218	Budget		24	1	
				Social Security / Medicare					
22-00656	25	Watchung Borough Payroll	62.31	2-01- -307-283	Budget		25	1	
				DCRP					
22-00656	27		245.00	2-01- -245-111	Budget		26	1	
				Salary & Wage					
			225,837.07						
334 06/30/22 PERS POLICE & FIREMANS RETIREMENT									
22-00702	1	annual PERS payment	1,075,107.00	2-01- -305-283	Budget		5452	1	
				Unclassified Expenses					
335 06/30/22 PERS State of New Jersey									
22-00701	1	annual PERS payment	214,536.00	2-01- -300-283	Budget		5452	2	
				Unclassified Expenses					
328 07/07/22 PERS State of New Jersey									
22-00137	13	Active July	80,652.14	2-01- -175-393	Budget		5449	2	
				Health Benefits Plan					
22-00137	14	Retired July	66,436.96	2-01- -175-393	Budget		1	1	
				Health Benefits Plan					
			147,089.10						
329 07/07/22 USBANKNA NJEIT c/o US Bank Nat. Assoc.									
22-00029	4	2014 NJEIT Loan	18,712.50	2-01- -686-201	Budget		5449	4	
				NJEIT LOAN PRINCIPAL & INTEREST					
22-00029	5	earnings credit	0.97	2-01- -686-201	Budget		3	1	
				NJEIT LOAN PRINCIPAL & INTEREST					
22-00029	6	Loan Principal	22,075.00	2-01- -686-201	Budget		5	1	
				NJEIT LOAN PRINCIPAL & INTEREST					
22-00029	7	Loan Principal	8,925.23	A-04- -655-283	Budget		6	1	
				Pmt Of Bond Principal					
22-00029	8	admin fee	450.00	2-01- -150-281	Budget		7	1	
				Prof. & Cons. Serv. Other					
			50,161.76						

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 5

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Item	Description	Contract	Ref Seq Acct
Amount Paid	Charge Account	Account Type		
CURRENT FUND Investors Bank Current Fund Continued				
330 07/07/22	BEL	VERIZON		5449
22-00623 2	phone bill			8 1
		222.15 2-01- -283-459	Budget	
		Telephone		
22-00623 3	phone bill			9 1
		263.25 2-01- -283-459	Budget	
		Telephone		
22-00623 4	phone bill			10 1
		977.42 2-01- -283-459	Budget	
		Telephone		
		1,462.82		
331 07/07/22	OPTIMUM	Optimum		5449
22-00621 2	Optimum			11 1
		192.83 2-01- -283-459	Budget	
		Telephone		
332 07/07/22	TRANSFIR	Transfirst		5449
22-00022 13	court credit card			13 1
		218.07 2-01- -405-282	Budget	
		Specialized Services		
22-00022 14	court credit card			12 1
		264.70 2-01- -405-282	Budget	
		Specialized Services		
		482.77		
38922 07/08/22	ADS	Action Data Services		5453
22-00013 19	payroll processing			15 1
		290.34 2-01- -130-281	Budget	
		Prof. & Contr. Services-Other		
38923 07/08/22	AMAZ	Amazon c/o Synchrony Bank	07/08/22 VOID	0
38924 07/08/22	AMAZ	Amazon c/o Synchrony Bank		5453
22-00634 1	Desk Pad 22x17			89 1
		88.15 2-01- -190-227	Budget	
		Office Supplies & Materials		
22-00634 2	Exalt Paintball Neck Protector			90 1
		74.95 2-01- -190-232	Budget	
		General Supplies, NOC		
22-00634 3	VIVO Triple Monitor Stand			91 1
		98.99 2-01- -190-233	Budget	
		Computer Expense		
22-00634 4	HON 2 Drawer Lateral File			92 1
		559.23 2-01- -190-221	Budget	
		Office Furniture & Equip.		
22-00634 5	Glass Pen Green 15MM Washable			93 1
		44.85 2-01- -190-232	Budget	
		General Supplies, NOC		
22-00634 6	Mechanix Wear Medium			94 1
		27.99 2-01- -190-232	Budget	
		General Supplies, NOC		
22-00634 7	Mechanix Wear Large Gloves			95 1
		95.60 2-01- -190-232	Budget	
		General Supplies, NOC		
22-00634 8	Avery Marks-A-Lot 36pk			96 1
		20.53 2-01- -190-227	Budget	
		Office Supplies & Materials		
22-00634 9	MOSDart 32GB USB Flash Drives			97 1
		89.98 2-01- -190-227	Budget	
		Office Supplies & Materials		
22-00634 10	HK Army Paintball Goggles			98 1
		224.75 2-01- -190-232	Budget	
		General Supplies, NOC		
22-00639 1	JUNETEENTH CRAFT SUPPLIES			101 1
		94.59 2-01- -245-217	Budget	
		Special Events		
22-00647 1	OFFICE SUPPLIES			104 1
		22.74 2-01- -120-227	Budget	
		Office Supplies & Materials		



July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 6

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num
PO #		Item Description							Acct
CURRENT FUND Investors Bank Current Fund Continued									
38924 Amazon c/o Synchrony Bank Continued									
22-00649		1 HP Desktop PC Win 10 Pro	1,699.98	2-01- -190-233	Budget		105		1
				Computer Expense					
22-00649		2 Flagpole Kit 7'	154.00	2-01- -190-233	Budget		106		1
				Computer Expense					
22-00649		3 Shipping of Flagpole Kit	24.00	2-01- -190-233	Budget		107		1
				Computer Expense					
22-00653		1 CAMP SUPPLIES	584.09	2-01- -245-202	Budget		114		1
				Summer Camp					
22-00664		1 CAMP CRAFT SUPPLIES	322.39	2-01- -245-202	Budget		123		1
				Summer Camp					
22-00668		1 CRAFT SUPPLIES	77.02	2-01- -245-202	Budget		124		1
				Summer Camp					
			4,303.83						
38925 07/08/22 AMAZON2 Amazon c/o Synchrony Bank									
22-00568		8 coffee	99.32	2-01- -110-235	Budget		5453		72
				Food & Drugs					
22-00568		9 HP Printer	349.99	1-01- -610-203	Budget		73		1
				Office Equipment					
22-00568		10 irrigation controller	115.00	2-01- -155-232	Budget		74		1
				General Supplies					
			564.31						
38926 07/08/22 ANGELO1 Regina Angelo									
22-00673		1 Mileage Reimbursement	39.37	2-01- -120-274	Budget		5453		127
				Conference Expense					
38927 07/08/22 AOC ALLIED OIL, LLC									
22-00040		26 unleaded 6/28/22	3,719.93	2-01- -283-751	Budget		5453		26
				Motor Fuels					
22-00040		27 diesel 6/27/22	1,963.52	2-01- -283-751	Budget		27		1
				Motor Fuels					
22-00040		28 unleaded 6/17/22	2,913.53	2-01- -283-751	Budget		28		1
				Motor Fuels					
22-00040		29 unleaded 6/8/22	3,048.22	2-01- -283-751	Budget		29		1
				Motor Fuels					
			11,645.20						
38928 07/08/22 ARF ARF RENTAL SERVICE, INC.									
22-00663		1 TEMPORARY RESTROOM RENTAL	156.60	2-01- -245-265	Budget		5453		122
				Misc. Rental Costs					
38929 07/08/22 ASCARANO Angelo Scarano Inc.									
22-00633		1 MAYOR'S REGATTA	125.00	2-01- -245-217	Budget		5453		88
				Special Events					
38930 07/08/22 ATT A T & T									
22-00688		1 AT&T	38.51	2-01- -283-459	Budget		5453		135
				Telephone					

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 7

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
38931	07/08/22	BARDY BARDY FARMS					5453
22-00631	1	HAY FOR COMMUNITY PICNIC	55.92	2-01- -245-201 Community Picnic	Budget	86	1
38932	07/08/22	BATEM DIFRANCESCO, BATEMAN, COLEY,					5453
22-00030	23	Bonnie Burn Rd Development	990.00	2-01- -145-279	Budget	20	1
22-00030	24	tax appeals	3,815.15	2-01- -145-279 Prof. & Cons. Serv. Legal	Budget	21	1
22-00030	25	general legal May	6,171.00	2-01- -145-279 Prof. & Cons. Serv. Legal	Budget	22	1
22-00030	26	King OPRA lawsuit	66.00	2-01- -145-279 Prof. & Cons. Serv. Legal	Budget	23	1
			11,042.15				
38933	07/08/22	BEL VERIZON					5453
22-00692	1	Verizon	1,511.49	2-01- -283-459 Telephone	Budget	138	1
38934	07/08/22	BIOSHINE BIOSHINE					5453
22-00046	4	2022 DPW JANITORIAL SUPPLIES	394.32	2-01- -205-254 Other Materials & Supplies	Budget	30	1
38935	07/08/22	BRKPRS The Brooklyn Press					5453
22-00652	1	YOUTH CAMP T-SHIRTS	607.00	2-01- -245-202 Summer Camp	Budget	110	1
22-00652	2	STAFF T-SHIRTS	368.60	2-01- -245-202 Summer Camp	Budget	111	1
22-00652	3	ADULT STAFF TANKS	427.50	2-01- -245-202 Summer Camp	Budget	112	1
22-00652	4	SHIPPING / COLOR MATCHING	110.92	2-01- -245-202 Summer Camp	Budget	113	1
			1,512.02				
38936	07/08/22	CEAD CHRISTINE EAD					5453
22-00609	2	planters	106.58	2-01- -215-253 Horticultural Materials	Budget	80	1
22-00609	3	lanterns	181.20	2-01- -215-253 Horticultural Materials	Budget	81	1
			287.78				
38937	07/08/22	CLARIS Claris					5453
22-00638	1	Renewal for 3 Years	2,340.00	2-01- -190-273 Other Contractual Service	Budget	100	1
38938	07/08/22	COE COUNTY OF ESSEX					5453
22-00670	1	BALANCE DUE FOR CAMP TRIP	140.00	2-01- -245-202 Summer Camp	Budget	126	1
38939	07/08/22	COMMS COMMUNICATIONS SPECIALISTS					5453
22-00165	11	Monthly Radio/Lighting Repairs	75.00	2-01- -190-268 Communications Equip. Serv.	Budget	53	1

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 8

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND		Investors Bank Current Fund		Continued					
38939		COMMUNICATIONS SPECIALISTS		Continued					
22-00165	12	Monthly Radio/Lighting Repairs	75.00	2-01- -190-268	Budget		54	1	
				Communications Equip. Serv.					
			150.00						
38940	07/08/22	DEB DIRECT ENERGY BUSINESS					5453		
22-00695	1	Direct Energy Business	3,596.43	2-01- -283-362	Budget		144	1	
				Heating/AC					
38941	07/08/22	DEEGN DEEGAN ROOFING CO					5453		
22-00364	2	gutter repair	950.00	2-01- -610-202	Budget		59	1	
				Buildings & Grounds Improvements					
38942	07/08/22	DEER ReadyRefresh by Nestle					5453		
22-00166	6	2022 Police Monthly Water	369.16	2-01- -190-283	Budget		55	1	
				Unclassified Expenses					
38943	07/08/22	DEER1 READYREFRESH BY NESTLE					5453		
22-00093	6	2022 WATER/COOLER SUPPLIES	413.76	2-01- -155-254	Budget		41	1	
				Other Materials & Supplies					
38944	07/08/22	DEERC DEER CARCASS REMOVAL SERVICE					5453		
22-00551	2	Deer Carcass Removal Canterbur	50.00	2-01- -190-282	Budget		69	1	
				Specialized Services					
38945	07/08/22	DLL Toshiba Fin Services Leasing					5453		
22-00003	24	copier lease	985.00	2-01- -120-228	Budget		1	1	
				Photocopy Expense					
22-00003	25	copier lease	1,950.00	2-01- -120-228	Budget		2	1	
				Photocopy Expense					
22-00003	26	copier lease	140.00	2-01- -120-228	Budget		3	1	
				Photocopy Expense					
22-00003	27	copier lease	1,624.18	2-01- -120-228	Budget		4	1	
				Photocopy Expense					
			4,699.18						
38946	07/08/22	ECAS 22 Auto Spa LLC					5453		
22-00660	1	Car Washes April/May PD Cars	208.95	2-01- -190-282	Budget		119	1	
				Specialized Services					
38947	07/08/22	EDF EDF Energy Services LLC					5453		
22-00696	1	EDF Services LLC	500.85	2-01- -283-362	Budget		145	1	
				Heating/AC					
38948	07/08/22	EMPIRESU EMPIRE SUPPLIES					5453		
22-00058	1	2022 DPW SUPPLIES	154.13	2-01- -205-246	Budget		31	1	
				Equipment & Machinery Parts					
38949	07/08/22	EVOQUA EVOQUA WATER TECHNOLOGIES, LLC					5453		
22-00059	7	2022 DPW MATERIAL & SUPPLIES	2,118.92	1-01- -225-254	Budget		32	1	
				Other Material & Supplies					

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 9

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Item	Description	Contract	Ref Seq Acct
Amount Paid	Charge Account	Account Type		
CURRENT FUND Investors Bank Current Fund Continued				
38950	07/08/22	FORT SUN LIFE FINANCIAL		5453
22-00219	6	Life insurance	710.97 2-01- -175-187	57 1
			Commercial Liability Insurance	
38951	07/08/22	FUNPLEX THE FUN PLEX		5453
22-00651	1	SUMMER CAMP TRIP FINAL PAYMENT	1,168.00 2-01- -245-202	109 1
			Summer Camp	
38952	07/08/22	GFG GRAY'S FLORIST & GREENHOUSE		5453
22-00608	1	Sympathy Floral Arrangment	90.00 2-01- -110-278	77 1
			Community Relations	
22-00608	2	Sympathy Floral Arrang. Ellis	80.00 2-01- -110-278	78 1
			Community Relations	
22-00608	3	Watchung Circle plantings	719.55 2-01- -215-273	79 1
			Other Contractural Services	
22-00632	1	MEMORIAL DAY WREATH & FLOWERS	850.00 2-01- -110-278	87 1
			Community Relations	
			1,739.55	
38953	07/08/22	GLOBL GLOBAL INDUSTRIAL EQUIPT.		5453
22-00387	1	72x9-1/2x17 Locker Room Bench	305.90 2-01- -155-222	60 1
			Equipment For Building	
22-00387	2	48x9-1/2x17 Locker Room Bench	132.95 2-01- -155-222	61 1
			Equipment For Building	
22-00387	3	Shipping	109.99 2-01- -155-222	62 1
			Equipment For Building	
			548.84	
38954	07/08/22	GPU JCP & L		5453
22-00689	1	JCP&L	2.11 2-01- -283-263	136 1
			Electricity	
38955	07/08/22	HANC2 MARYANN HANCE		5453
22-00019	4	health insurance spouse	765.02 2-01- -175-393	18 1
			Health Benefits Plan	
38956	07/08/22	HANCE WILLIAM HANCE		5453
22-00007	38	zoom 5/11-6/10	85.30 2-01- -110-278	8 1
			Community Relations	
22-00007	39	July cloudflare	20.00 2-01- -115-233	9 1
			Computer Expenses	
22-00007	40	Goto My PC May - July	132.00 2-01- -115-233	10 1
			Computer Expenses	
22-00007	41	extension cable	15.98 2-01- -115-233	11 1
			Computer Expenses	
22-00007	42	hand counter	8.52 2-01- -110-278	12 1
			Community Relations	
			261.80	
38957	07/08/22	HODE2 HOME DEPOT CREDIT SERVICES		5453
22-00069	6	2022 DPW PURCHASES	709.10 2-01- -205-244	33 1
			Hardware and Minor Tools	

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 10

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
38958	07/08/22	INTERGLO Interglobe Communications					5453
22-00686	1	Interglobe Communications	1,398.76	2-01- -283-459 Telephone	Budget		133 1
38959	07/08/22	JFH Meeker Sharkey & Hurley					5453
22-00641	1	POLICY ADDITION FOR REGATTA	4.00	2-01- -245-217 Special Events	Budget		103 1
38960	07/08/22	JPMONZO JPMonzo Municipal Consulting					5453
22-00629	1	6/16/22 Cannabis webinar	50.00	2-01- -130-276 Training Aids & Programs	Budget		85 1
38961	07/08/22	JUETTE Phyllis Juette					5453
22-00697	1	T & B supplies	93.79	2-01- -215-253 Horticultural Materials	Budget		146 1
22-00697	2	T & B supplies	58.62	2-01- -215-253 Horticultural Materials	Budget		147 1
			152.41				
38962	07/08/22	LANGU LANGUAGE LINE SERVICES					5453
22-00566	2	Interpretation services	232.90	2-01- -495-282 Specialized Services	Budget		71 1
38963	07/08/22	LAVECCHI Pete Lavecchia					5453
22-00650	1	Carseat Install Cert Training	95.00	2-01- -190-276 Training Aids & Program	Budget		108 1
38964	07/08/22	LAWSONPR LAWSON PRODUCTS					5453
22-00074	8	2022 DPW SUPPLIES	92.50	2-01- -205-254 Other Materials & Supplies	Budget		37 1
38965	07/08/22	LINNU FRANCIS P LINNUS ESQ					5453
22-00017	17	general planning June	132.00	2-01- -160-279 Prof. & Cons. Servs. Legal	Budget		16 1
22-00017	18	Learning Express litigation	280.50	1-01- -160-279 Prof. & Cons. Servs. Legal	Budget		17 1
			412.50				
38966	07/08/22	LMI LANDSCAPE MATERIALS INS.					5453
22-00073	2	marble chip	846.50	2-01- -155-254 Other Materials & Supplies	Budget		34 1
22-00073	3	mulch & edging	439.00	2-01- -155-254 Other Materials & Supplies	Budget		35 1
22-00073	4	mulch	85.50	2-01- -155-254 Other Materials & Supplies	Budget		36 1
			1,371.00				
38967	07/08/22	LMON LINDA MONETTI					5453
22-00662	1	SUMMER CAMP RAINY DAY TRIP	399.90	2-01- -245-202 Summer Camp	Budget		120 1

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 11

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND		Investors Bank Current Fund	Continued						
38967	LINDA MONETTI	Continued							
22-00662	2	JULY 22ND SUMMER CAMP TRIP	450.00	2-01- -245-202	Budget		121	1	
			849.90	Summer Camp					
38968	07/08/22	MARMIC Marmic Associates					5453		
22-00005	23	June Proactive support	990.00	2-01- -115-233	Budget		5	1	
				Computer Expenses					
22-00005	24	June cloud backup	200.00	2-01- -115-233	Budget		6	1	
				Computer Expenses					
22-00005	25	June computer services	1,875.00	2-01- -115-233	Budget		7	1	
			3,065.00	Computer Expenses					
38969	07/08/22	MCPSTA MORRIS COUNTY PUBLIC SAFETY					5453		
22-00610	1	Radar Instructor Course	100.00	2-01- -190-276	Budget		82	1	
				Training Aids & Program					
38970	07/08/22	MEDEMERG Medemerger, PA					5453		
22-00685	1	Vilarino physical	110.00	2-01- -140-276	Budget		131	1	
				Training Aids & Programs					
22-00685	2	McClave physical	130.00	2-01- -205-285	Budget		132	1	
			240.00	Physicals					
38971	07/08/22	MESSERCO Messercola Excavating					5453		
22-00408	1	Hill Hollow Catch Basin repair	5,600.00	2-01- -610-201	Budget		63	1	
				Infrastructure Improvements					
22-00409	1	Sherwood Dr Catch Basin	12,100.00	2-01- -610-201	Budget		64	1	
			17,700.00	Infrastructure Improvements					
38972	07/08/22	MPI WOODS MACHINERY					5453		
22-00109	16	2022 DPW SUPPLIES	3,368.48	2-01- -205-254	Budget		50	1	
				Other Materials & Supplies					
38973	07/08/22	MPOVERHE MP OVERHEAD DOORS					5453		
22-00078	5	DPW garage door #4	3,250.00	2-01- -155-266	Budget		38	1	
				Building Repair & Maintenance					
38974	07/08/22	NAPCO NAPCO COPY GRAPHICS CENTER					5453		
22-00082	6	2022 XEROX 6204 CONTRACT/SUPPL	134.45	2-01- -150-228	Budget		39	1	
				Photocopy Expense					
38975	07/08/22	NETTRANS netTranscripts					5453		
22-00659	1	Audio Transcription 20-05497	14.88	2-01- -190-282	Budget		118	1	
				Specialized Services					
38976	07/08/22	NJAW2 NJ AMERICAN WATER COMPANY					5453		
22-00694	1	NJ American Water Library	129.08	2-01- -415-464	Budget		140	1	
				Water					

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 12

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acc
PO #	Item	Description							
CURRENT FUND Investors Bank Current Fund Continued									
38976 NJ AMERICAN WATER COMPANY Continued									
22-00694	2	Stonegate Hydrants	161.28	2-01- -283-664	Budget		141	1	
				Water (fire hydrant)					
22-00694	3	Stonegate Hydrants	204.28	2-01- -283-664	Budget		142	1	
				Water (fire hydrant)					
22-00694	4	Other Water chargers	749.23	2-01- -283-564	Budget		143	1	
				Water					
			1,243.87						
38977 07/08/22 NJLM NJ LEAGUE OF MUNICIPALITIES									
22-00501	1		210.00	2-01- -205-283	Budget		5453 68	1	
				Unclassified Expenses					
22-00628	1	Mini Conference Registration	115.00	2-01- -187-276	Budget		84	1	
				Training Aids & Programs					
			325.00						
38978 07/08/22 OPTIMUM Optimum									
22-00687	1	Optimum	173.18	2-01- -283-459	Budget		5453 134	1	
				Telephone					
38979 07/08/22 PINTO PINTO BROTHERS									
22-00086	7	2022 8-YD ROLL-OFF CONTAINER	364.25	2-01- -155-273	Budget		5453 40	1	
				Bldg. Other Contracted Serv.					
38980 07/08/22 PIU PUMP IT UP									
22-00417	1	SUMMER CAMP TRIP JULY 1ST	150.00	2-01- -245-262	Budget		5453 65	1	
				Summer Camp					
38981 07/08/22 PSEG PSE&G CO.									
22-00693	1	PSE&G	6,104.28	2-01- -283-263	Budget		5453 139	1	
				Electricity					
38982 07/08/22 RAP READ AUTO PARTS									
22-00094	8	2022 DPW REPAIRS & PARTS	215.98	2-01- -205-247	Budget		5453 42	1	
				Vehicular Parts & Accessories					
22-00094	9	2022 DPW REPAIRS & PARTS	10.49	2-01- -205-247	Budget		43	1	
				Vehicular Parts & Accessories					
22-00094	10	2022 DPW REPAIRS & PARTS	124.90	2-01- -205-247	Budget		44	1	
				Vehicular Parts & Accessories					
			351.37						
38983 07/08/22 REMINGTO Remington & Vernick Engineers									
22-00035	68	109 Wildwood Terrace	169.00	2-01- -150-281	Budget		5453 25	1	
				Prof. & Cons. Serv. Other					
38984 07/08/22 RG Ruderman & Roth LLC									
22-00034	5	labor attorney serv June	2,574.00	2-01- -145-211	Budget		5453 24	1	
				Labor Attorney					
38985 07/08/22 RPINT RAUL M PINTO									
22-00117	8	court interpreter 6/8/22	187.50	2-01- -405-282	Budget		5453 51	1	
				Specialized Services					

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 13

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
38986	07/08/22	RTST ROUND TOP SWIM & TENNIS CLUB					5453
22-00682	1	REGISTRATION FEE	5,000.00	2-01- -245-202 Summer Camp	Budget	130	1
38987	07/08/22	SBT Signs By Tomorrow					5453
22-00557	1	COMMUNITY PICNIC BANNER	207.11	2-01- -245-201 Community Picnic	Budget	70	1
38988	07/08/22	SERTE S.E. ROSE TRUCKING					5453
22-00096	3	High Oaks Dr sink hole	4,900.00	2-01- -205-281 Prof. & Cont. Services - Other	Budget	45	1
22-00096	4	bobcat repair	930.00	2-01- -205-269 Vehicle Repairs & Maintenance	Budget	46	1
22-00096	5	backhoe repair	1,095.00	2-01- -205-269 Vehicle Repairs & Maintenance	Budget	47	1
			6,925.00				
38989	07/08/22	SOM26 SOMERSET COUNTY RECYCLING					5453
22-00655	1	2022 recycling services 1st qt	15,299.10	2-01- -465-283 Unclassified Expenses	Budget	115	1
22-00655	2	2022 recycling services 2nd qt	15,299.10	2-01- -465-283 Unclassified Expenses	Budget	116	1
22-00655	3	2022 recycling services 3rd qt	15,299.10	2-01- -465-283 Unclassified Expenses	Budget	117	1
			45,897.30				
38990	07/08/22	SSTRAINI SAFETY & SURVIVAL TRAINING, LL					5453
22-00612	1	FLOOD RESCUE TRAINING	750.00	2-01- -185-276 Training Aids & Programs	Budget	83	1
38991	07/08/22	STIRE DAVID STIRES ASSOC LLC					5453
22-00245	4	2/10,3/10,3/31,5/12 meetings	1,700.00	2-01- -165-281 Prof. & Cons. Servs. Other	Budget	58	1
38992	07/08/22	TAC TREETOP ADVENTURE COURSE					5453
22-00681	1	ADVENTURE COURSE ADULT/JUNIOR	765.00	2-01- -245-202 Summer Camp	Budget	129	1
38993	07/08/22	TAY Taylor Rental					5453
22-00580	1	SUMMER CAMP TENT 20' X 30'	4,750.00	2-01- -245-202 Summer Camp	Budget	75	1
22-00580	2	sides	1,112.00	2-01- -245-202 Summer Camp	Budget	76	1
			5,862.00				
38994	07/08/22	TREA TREASURER, STATE OF NJ - DCA					5453
22-00024	3	2nd Qtr 2022 DCA Training Fees	5,684.00	2-01- -904-999 DUE STATE UCC FEES 1ST-3RD QTR	Budget	19	1
38995	07/08/22	TTSI TIMETRACK SYSTEMS INC.					5453
22-00202	6	time recording software	97.50	2-01- -130-281 Prof. & Contr. Services-Other	Budget	56	1



July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 14

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
38996	07/08/22	VALLEYPH VALLEY PHYSICIAN SERVICES, PC					5453
22-00466	1	DPW ONSITE DOT TESTING	408.00	2-01- -205-273	Budget	67	1
				Other Contractural Services			
38997	07/08/22	VERFLEET Verizon - Connect NWF, Inc.					5453
22-00163	7	Monthly GPS for Patrol Cars	307.04	2-01- -190-268	Budget	52	1
				Communications Equip. Serv.			
38998	07/08/22	VW VERIZON WIRELESS					5453
22-00690	1	Verizon Wireless	45.49	2-01- -283-459	Budget	137	1
				Telephone			
38999	07/08/22	WAR01 WARRENVILLE HARDVILLE					5453
22-00104	6	2022 DPW MATERIALS/SUPPLIES	153.13	2-01- -155-232	Budget	48	1
				General Supplies			
39000	07/08/22	WAT8 WATCHUNG RESCUE SQUAD					5453
22-00700	1	2022 donation	20,920.00	2-01- -195-283	Budget	148	1
				Unclassified Expenses			
39001	07/08/22	WBBOE WATCHUNG BOROUGH BOARD OF ED					5453
22-00009	8	school taxes	870,835.00	2-01- -901-999	Budget	14	1
				WAT-BD OF ED TAXES PAYABLE			
39002	07/08/22	WBMASON W.B Mason, Co Inc.					5453
22-00425	1	OFFICE SUPPLIES	54.00	2-01- -120-227	Budget	66	1
				Office Supplies & Materials			
22-00640	1	OFFICE SUPPLIES	141.99	2-01- -120-227	Budget	102	1
				Office Supplies & Materials			
			195.99				
39003	07/08/22	WC WELDON CONCRETE					5453
22-00106	2	2022 DPW CONCRETE MATERIAL	1,847.20	2-01- -205-242	Budget	49	1
				Asphalt, Paving Materials			
39004	07/08/22	WHRHS WATCHUNG HILLS REG.HIGH SCHOOL					5453
22-00008	8	school taxes	500,000.00	2-01- -902-999	Budget	13	1
				WHRHS TAXES PAYABLE			
39005	07/08/22	WHRMA WAT. HILLS REG. MUN. ALLIANCE					5453
22-00703	1	municipal alliance contrib.	1,500.00	1-01- -435-283	Budget	149	1
				Unclassified Expenses			
22-00703	2	municipal alliance contrib.	1,500.00	2-01- -435-283	Budget	150	1
				Unclassified Expenses			
			3,000.00				
39006	07/08/22	WWC WILD WEST CITY					5453
22-00635	1	SUMMER CAMP TRIP	1,776.80	2-01- -245-202	Budget	99	1
				Summer Camp			

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 15

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
39007	07/08/22	WWJ GANNETT NJ NEWSPAPERS					5453
22-00676	1	BOA LEGAL AD	52.94	2-01- -165-255 Advertising & Promotional	Budget	128	1
39008	07/08/22	ZAIRON Sherif Zaiton					5453
22-00669	1	Microsoft Office 2019 Pro +	19.90	2-01- -190-233 Computer Expense	Budget	125	1
39009	07/08/22	BURNSA Antoinette K Burns					5460
22-00713	1	FINGERPRINT TEST REIMBURSEMENT	44.13	2-01- -245-283 Unclassified Expenses	Budget	2	1
39010	07/08/22	JRHYNER JAMES RHYNER					5460
22-00714	1	FINGERPRINT TEST REIMBURSEMENT	44.13	2-01- -245-283 Unclassified Expenses	Budget	3	1
39011	07/08/22	LMON LINDA MONETTI					5460
22-00662	3	summer camp supplies	104.95	2-01- -245-202 Summer Camp	Budget	1	1
Checking Account Totals			Paid	Void	Amount Paid	Amount Void	
Checks:			101	1	3,526,738.65	0.00	
Direct Deposit:			0	0	0.00	0.00	
Total:			101	1	3,526,738.65	0.00	
GRANT FUND Investors Savings Grant Fund							
3088	07/08/22	WAT03 WATCHUNG BOROUGH CURRENT FUND					5456
22-00704	1	safe & secure funding	100,000.00	G-03 -510-126 Safe & Secure Local Share 2021	Budget	1	1
Checking Account Totals			Paid	Void	Amount Paid	Amount Void	
Checks:			1	0	100,000.00	0.00	
Direct Deposit:			0	0	0.00	0.00	
Total:			1	0	100,000.00	0.00	
PNC DEV ESCROW Investors Developer Escrow							
15447	07/08/22	REMGTO Remington & Vernick Engineers					5459
22-00035	69	708 Mountain Blvd	169.00	E-BOND708M 708 Mountain Boulevard	Project	1	1
15448	07/08/22	STIRE DAVID STIRES ASSOC LLC					5459
22-00245	5	BA21-05 review	1,912.50	E-BA21-05 1375 Plainfield Avenue	Project	2	1
22-00245	6	Anderson application BA22-01	225.00	E-BA22-01 65 Vail Lane	Project	3	1
22-00245	7	Thakur BA22-02 appl	112.50	E-BA22-02 990 Somerset Street BA22-02	Project	4	1
			2,250.00				

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 16

Check #	Check Date	Vendor	PO #	Item Description	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num	Ref Seq	Acct
PNC DEV ESCROW Investors Developer Escrow Continued											
Checking Account Totals					<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
Checks:					2	0	2,419.00	0.00			
Direct Deposit:					0	0	0.00	0.00			
Total:					2	0	2,419.00	0.00			
PNC OTHER ESC Investors Savings Other Escrow											
117	06/30/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.							5448		
22-00644	1	Watchung Boro PD Payroll		24,650.00	T-93- -100-5ED	Budget	1	1			
						Extra Duty Solutions Funds					
118	06/30/22	WAT01 WATCHUNG BORO. PAYROLL ACCT.							5450		
22-00657	1	Watchung Borough PD Payroll		12,155.00	T-93- -100-5ED	Budget	1	1			
						Extra Duty Solutions Funds					
22-00657	2	Watchung Borough PD Payroll		1,777.50	T-93- -100-502	Budget	2	1			
						Levin Management (Blue Star)					
22-00657	3	Watchung Borough PD Payroll		4,760.00	T-93- -100-51M	Budget	3	1			
						Miscellaneous One Time Jobs					
				18,692.50							
15358	07/08/22	REEFCO Reefco Aquarium Service, LLC							5458		
22-00122	8	aquarium services		80.00	T-93- -100-110	Budget	1	1			
						Watchung Public Library Advisory Board					
15359	07/08/22	TREA1 TREASURER, ST OF NJ							5458		
22-00220	2	marriage licenses 1st qtr 2022		100.00	T-93- -100-203	Budget	2	1			
						Marriage Licenses / Domestic Partnership					
15360	07/08/22	WAT03 WATCHUNG BOROUGH CURRENT FUND							5458		
22-00645	1	Watchung Boro PD Admin Fees		5,800.00	T-93- -100-5ED	Budget	3	1			
						Extra Duty Solutions Funds					
22-00658	1	Watchung Borough PD Admin Fees		3,146.00	T-93- -100-5ED	Budget	4	1			
						Extra Duty Solutions Funds					
22-00658	2	Watchung Borough PD Admin Fees		375.25	T-93- -100-502	Budget	5	1			
						Levin Management (Blue Star)					
22-00658	3	Watchung Borough PD Admin Fees		1,120.00	T-93- -100-51M	Budget	6	1			
						Miscellaneous One Time Jobs					
				10,441.25							
Checking Account Totals					<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
Checks:					5	0	53,963.75	0.00			
Direct Deposit:					0	0	0.00	0.00			
Total:					5	0	53,963.75	0.00			
Report Totals											
Checks:					116	1	3,725,964.58	0.00			
Direct Deposit:					0	0	0.00	0.00			
Total:					116	1	3,725,964.58	0.00			

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 17

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	1-01	4,249.41	0.00	0.00	4,249.41
Current Fund	2-01	3,513,564.01	0.00	0.00	3,513,564.01
	A-04	8,925.23	0.00	0.00	8,925.23
Capital Fund	C-02	41,621.28	0.00	0.00	41,621.28
	D-11	2.40	0.00	0.00	2.40
Grant Fund	G-03	100,000.00	0.00	0.00	100,000.00
	H-06	1,219.50	0.00	0.00	1,219.50
	T-93	53,963.75	0.00	0.00	53,963.75
Total of All Funds:		3,723,545.58	0.00	0.00	3,723,545.58

July 8, 2022  
10:41 AM

BOROUGH OF WATCHUNG  
Check Register By Check Date

Page No: 18

Project Description	Project No.	Project Total
1375 Plainfield Avenue	E-BA21-05	1,912.50
65 Vail Lane	E-BA22-01	225.00
990 Somerset Street BA22-02	E-BA22-02	112.50
708 Mountain Boulevard	E-BOND708M	169.00
Total of All Projects:		<u>2,419.00</u>

DRAFT

**BOROUGH OF WATCHUNG  
RESOLUTION: R10**

**WHEREAS**, it has been determined that the property owners of 60 Stirling Road, Account # 671-0 should not pay the delinquent interest amount of \$77.57 on their 2021 sewer bill and the bill has been paid in full.

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

Name	Address	Amount
Circle Square Assoc	60 Stirling Road	\$77.57

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

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

ADOPTED: JULY 14, 2022  
INDEX: FINANCE-MISC,  
C: B. HANCE,

**BOROUGH OF WATCHUNG  
RESOLUTION: R11**

***APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT  
CONTRACT WITH NJDOT FOR 2023 ROAD IMPROVEMENTS PROJECT***

**WHEREAS**, the Borough of Watchung is in need of roadway restoration improvements along Washington Rock Road, an extension of County Route 529, from the Borough line northerly to house #69 and wishes to apply for grant funding for roadways to be milled and/or repaired where necessary.

**NOW, THEREFORE, BE IT RESOLVED** that the Governing body of the Borough of Watchung, County of Somerset, State of New Jersey does hereby authorize the submission of the grant application for the 2023 Road Improvements Project;

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2023-2023 Road Improvements-00591 to the New Jersey Department of Transportation on behalf of the Borough of Watchung.

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Watchung and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

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

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

ADOPTED: JULY 14, 2022  
INDEX: FINANCE-MISC.,  
C: W. HANCE,

My signatures and the Seal of the Borough serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

\_\_\_\_\_  
(Borough Clerk)

\_\_\_\_\_  
(Presiding Officer)

**BOROUGH OF WATCHUNG  
RESOLUTION: R12**

***AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY  
OF SOMERSET FOR THE PROVISION OF EMERGENCY MANAGEMENT  
SERVICES.***

**WHEREAS**, the Borough of Watchung is required to provide emergency management services; and

**WHEREAS**, the Borough has previously entered into an Interlocal Services Agreement with the County of Somerset for the provision of emergency management services for the Borough, and the Borough has appointed Carolyn Solon as the Borough's Office of Emergency Management ("OEM") Coordinator, which Agreement and appointment expires as of June 11, 2022; and

**WHEREAS**, the Borough is desirous of renewing or entering into a new shared services agreement with the County to continue the provision of OEM services; and

**WHEREAS** the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, permits and provides for a mechanism for contracting between local units by entry into a shared services agreement; and

**WHEREAS**, the Mayor and Council of the Borough of Watchung has determined that it is in the best interest of the Borough to authorize and approve a shared services agreement with the County for the provision of OEM services.

**NOW, THEREFORE, BE IT RESOLVED** by Council of the Borough of Watchung, County of Somerset, State of New Jersey that it hereby authorizes and approves the Shared Services Agreement with the County of Somerset for the provision of OEM services; and the Mayor and Borough Clerk are hereby authorized to sign and execute the Shared Services Agreement in substantially the form attached to this Resolution.

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

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

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

ADOPTED: JULY 14, 2022  
INDEX: MISC, AWARDS,  
C: OEM, POLICE, B. HANCE,



**INTERLOCAL SERVICES AGREEMENT FOR  
EMERGENCY MANAGEMENT SERVICES**

THIS **AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **County of Somerset** a public body politic of the State of New Jersey, having its principal offices at 20 Grove Street, P.O. Box 3000, Somerville, New Jersey 08876 (hereinafter referred to as "**County**") and the **Borough of Watchung**, a public body politic of the State of New Jersey, having its principal offices at 15 Mountain Boulevard, Watchung, New Jersey 07069 (hereinafter referred to as "**Municipality**"), collectively referred to herein as the "party" and/or "parties."

**WITNESSETH**

WHEREAS, the **County's** Board of Chosen Commissioners created the Somerset County Office of Emergency Management (hereinafter referred to as "**OEM**") pursuant to N.J.S.A. 26:3A2-1 et seq.; and

WHEREAS, the **Municipality** is desirous of contracting with the **County** for the provision of OEM Services by the **County** via its Office of Emergency Management for the time period of June 1, 2022 through and including May 31, 2025; and

WHEREAS, the parties to this Agreement are authorized to enter into an agreement for said services pursuant to N.J.S.A. 40A:65-1 et seq.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, agreements and other considerations between the parties, the parties do hereby mutually understand, promise, covenant and agree as follows:

1. Upon request by the **Municipality**, the **County** will provide assistance with any of the following subjects once agreed upon by both parties and formally contracted via resolution:
  - (a) Mitigation;
  - (b) NIMS Compliance (National Incident Management System);
  - (c) Emergency Operations Plan;
  - (d) Exercises;
  - (e) Local Emergency Planning Committee/Emergency Management Council Meetings;
  - (f) Incident Action Plans/Event Action Plans
  - (g) Mass Care Planning Assistance
2. The services requested by the **Municipality** listed in paragraph 1 hereof shall be performed by the **County** via its Office of Emergency Management.

**INTERLOCAL SERVICES AGREEMENT FOR  
EMERGENCY MANAGEMENT SERVICES**

3. The term of this Agreement shall be renewable annually, commencing on June 1, 2022 and terminating on May 31, 2025, unless terminated earlier as provided for hereinafter.
4. The **Municipality** agrees to pay the **County** for the provision of the above services and any additional assistance required by the **Municipality** at the rates shown below:

Employee	Hourly Rate	Fringe (48.34%)	Total Per Hour
OEM Director	\$52.88	\$28.15	\$81.03
OEM Deputy Director	\$44.23	\$23.55	\$67.78
OEM Deputy Coordinator	\$23.37	\$12.44	\$35.81
Senior Planner	\$24.23	\$12.90	\$37.13
Emergency Response Coordinator	\$25.51	\$13.58	\$39.09
Emergency Support Specialist (Part Time)	\$16.00	\$1.84	\$17.84

The above base costs shall be adjusted by an amount equal to the actual increase or decrease in the cost to the **County** to provide the aforementioned services. The **County** shall provide the **Municipality** with such cost adjustment no later than January 31 of each year that this Agreement covers. The amount paid pursuant to this Agreement shall be paid by the **Municipality** on a monthly basis, on the first day of each month following receipt of invoice from the **County** during the first year of this Agreement and in subsequent years increased/decreased pursuant to annual renewals.

5. In the event that the **Municipality** utilize the early termination procedures set forth in Paragraph 10, the **Municipality** shall pay the **County** any costs incurred by the **County** by its provision of services to the **Municipality** up to the date of the termination of this Agreement. The **Municipality** shall remit payment within thirty (30) days from its receipt of the **County's** statement of such additional costs.
6. The **County's** OEM Coordinator or her representative shall attend the **Municipality's** Emergency Planning Council and Emergency Management Committee Meetings.
7. This Agreement may not be assigned by one party without the written consent of the other.
8. This Agreement is governed solely by the laws of the State of New Jersey. Should there be any issues that need to be legally adjudicated by a court of law, such proceedings can only take place in a court of law within the State of New Jersey. If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid a New Jersey Court of Law, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

**INTERLOCAL SERVICES AGREEMENT FOR**  
**EMERGENCY MANAGEMENT SERVICES**

9. The obligations of the **County** and the **Municipality** contained herein are subject to the availability of funds.
10. Either party may terminate this Agreement upon written notice by the party desiring to terminate this Agreement. Such notice shall be given no later than 120 days prior to January 1<sup>st</sup> of each year that this Agreement covers.
11. This Agreement and any amendments made hereto shall be subject to the formal approval by the **County's** Board of Chosen Commissioners and the **Municipality**.
12. The **Municipality** and **County** agree and acknowledge, despite the existence of this Agreement between them, that they are individually responsible for all matters related to actions or inactions of their own designees, including, but not limited to, directors, officers, agents, employees, volunteers, and/or interns. The **County** is not and cannot be held responsible for actions performed, or lack thereof, by the **Municipality** or vice versa, consistent with and including the any and all applicable terms set forth herein whenever and wherever applicable.
13. The **Municipality** and **County** agree and acknowledge, despite the existence of this Agreement between them, that they are individually responsible for their own costs, including, but not limited to, costs of operating a government entity. The **County** is not and cannot be held responsible for the costs related to the **Municipality's** operations or vice versa, consistent with and including any and all applicable terms set forth herein whenever and wherever applicable.
14. For purposes of this Agreement, the **County's** OEM employees and representatives listed herein in paragraph 4, as well as their agents and designees, are employees of the **County** for matters related to pensions, tenure, workers' compensation and other related issues. The **County** is the primary employer of the individuals listed in paragraph 4, as well as their agents and designees, and all salaries and costs associated therewith are to be borne solely by the **County** pursuant to N.J.S.A. 40A:65-6(a) et seq.
15. During the period that the **County** provides services as set forth in this Agreement, should the **Municipality** receive any state and/or federal aid for health services contemplated herein, such aid(s) shall be paid to the **County**. Where said aid is related to programs in effect within the **Municipality** at the time of its availability, the **County** will credit said state aid towards the **Municipality's** annual cost for same. The **County** shall retain all aids that are available for new programs and/or in excess of the costs as calculated based on the rates set forth in paragraph four (4) herein.
16. Any services requested by the **Municipality** of the **County** that are not specifically covered by this Agreement will be discussed separately and are subject to a separate agreement. If agreed to by the **County**, the **Municipality** will be billed on a contingency basis at a rate to be determined at the time of the request. The **County** or its designee and the **Municipality** or its designee shall meet as may be requested by either party and mutually agreed upon. Meetings will involve mutual problems and needs, objectives, methods of obtaining objectives, and evaluation of

**INTERLOCAL SERVICES AGREEMENT FOR  
EMERGENCY MANAGEMENT SERVICES**

accomplishments and adjustment and amendment of payments if necessary.

17. This Agreement contains the full and complete understanding of the Parties concerning this subject matter. Any and all previous understandings, verbal, written or otherwise, are null and void.

**IN WITNESS THEREOF**, the parties hereto have caused their authorized officials to affix their signatures and proper corporate seals, the day and year first written above.

**FOR:**

**THE BOROUGH OF WATCHUNG**

Attest:

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

BY: \_\_\_\_\_

Keith S. Balla, Mayor

**FOR:**

**THE COUNTY OF SOMERSET**

Attest:

\_\_\_\_\_  
Kelly Mager, Clerk

BY: \_\_\_\_\_

Shanel Y. Robinson, Director

**BOROUGH OF WATCHUNG  
RESOLUTION: R13**

**WHEREAS**, the Governing Body of the Borough of Watchung previously authorized the appointment of John F. McManus as P/T Electrical Sub-Code Official at an hourly rate of \$45.11 via resolution R16 adopted on July 15, 2021 and this resolution seeks to clarify and confirm the appointment term and salary.

**NOW THEREFORE, BE IT HEREBY RESOLVED**, by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that resolution R16 adopted on July 15, 2021 be hereby amended to clarify that **John F. McManus** was appointed at **P/T Electrical Sub-Code Official** at an annual salary of \$24,300.

**BE IT FURTHER RESOLVED**, that the appointment of John F. McManus on July 15, 2021 with an effective date of August 2, 2021 be further clarified to confirm a (4) four-year appointment term ending on August 1, 2025 pursuant to N.J.S.A. 52:27D-126.


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

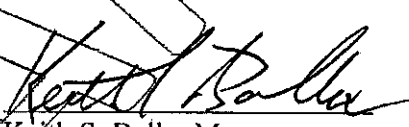
\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: JULY 14, 2022  
INDEX: APPOINTMENTS  
C: FINANCE

**BOROUGH OF WATCHUNG  
RESOLUTION: R16**

**BE IT HEREBY RESOLVED**, by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the appointment of **John F. McManus** as **P/T Electrical Sub-Code Official** at an hourly rate of \$45.11 per hour, effective August 2, 2021, is hereby confirmed.

  
Ronald Jubin, Council Member

  
Keith S. Balla, Mayor

ADOPTED: JULY 15, 2021  
INDEX: APPOINTMENTS  
C: FINANCE

**BOROUGH OF WATCHUNG  
RESOLUTION: R14**

**WHEREAS**, an application was previously received for the renewal of a liquor license and all fees have therefore been paid, and

**WHEREAS**, it was necessary to wait on a Special Ruling from the NJ Division of Alcoholic Beverage Control due to the applicant's prior inactive status, and

**WHEREAS**, the Borough of Watchung is in receipt of the Special Ruling issued on July 11, 2022 by the Director of the NJ Division of Alcoholic Beverage Control and therefore wishes to allow the renewal of the applicant's liquor license.

**NOW THEREFORE**, be it resolved by the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey that the renewal license be issued as follows:

**PLENARY RETAIL CONSUMPTION LICENSE:      Fee \$2,500.00**

**1821-33-005-012**

**MILLERS ALE HOUSE OF WATCHUNG LLC  
INACTIVE LICENSE**

**BE IT FURTHER RESOLVED** that the Borough Clerk is hereby authorized to deliver the aforementioned licenses, and that a certified copy of this resolution be sent to the New Jersey Director of Alcoholic Beverage Control.

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

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

ADOPTED:    JULY 14, 2022  
INDEX:        LICENSES  
C:              NJ ABC

*I, Edith G. Gil, Municipal Clerk of the Borough of Watchung, County of Somerset, State of New Jersey, do hereby certify the foregoing to be a true copy of a resolution adopted by the Mayor and Council at a meeting held on July 14, 2022.*

\_\_\_\_\_  
Edith G. Gil, RMC

**STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF ALCOHOLIC BEVERAGE CONTROL**

LICENSE NO. 1821-33-005-012

DOCKET NO. 06-22-534

JOB NO. 525288

IN THE MATTER OF THE APPLICATION TO )  
PERMIT THE RENEWAL OF AN INACTIVE )  
LICENSE PURSUANT TO N.J.S.A. 33:1-12.39 )  
FOR THE 2022 – 2023 AND 2023 - 2024 )  
LICENSE TERM(S) )  
  
MILLERS ALE HOUSE OF WATCHUNG LLC )

SPECIAL RULING

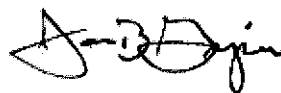
BY THE DIRECTOR:

The petitioner or licensee has filed a verified petition requesting authorization for the local issuing authority to consider a renewal application for License No. 1821-33-005-012 for the 2022 – 2023 and 2023 - 2024 license term(s) pursuant to the provisions of N.J.S.A. 33:1-12.39.

I have reviewed the petition filed in this matter and have considered all the facts and circumstances related to the inactive status of this license. I find that the petitioner or licensee has established good cause in accordance with the statutory requirements to warrant an application for renewal of the license for the license term(s).

Accordingly, the municipal issuing authority is hereby authorized to consider the application for renewal of the subject license for the 2022 – 2023 and 2023 - 2024 license term(s), and to thereupon grant or deny said application in the reasonable exercise of its discretion. This authorization does not abrogate the licensee's obligation to timely submit the license renewal application and requisite fees prior to any consideration of renewal, including obtaining a tax clearance.

Please note that the approval granted herein is conditional, and is based upon the representations set forth in the petitioner's notarized letter(s). This approval is subject to review and/or modification should the factual circumstances warrant.



JAMES B. GRAZIANO  
DIRECTOR

DATED: July 11, 2022

JBG/JM/AL





**BOROUGH OF WATCHUNG  
RESOLUTION: R15**

**BE IT HEREBY RESOLVED**, by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that **Len Young** is hereby appointed as **Fire Sub-Code Official** for a term of four (4) years in accordance with the rules and regulations of NJ Department of Community Affairs and N.J.S.A. 52:27D-126 effective August 1, 2022, at an annual salary of **\$20,000.00**.

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

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

ADOPTED: JULY 14, 2022  
INDEX: APPOINTMENTS  
C: B. HANCE, E. HORSEFALL,  
B. LACOSTA, C. TAYLOR

**BOROUGH OF WATCHUNG  
RESOLUTION: R16**

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

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

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

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the appointments of the following individuals, as Members of the Watchung Fire Department are hereby proudly approved.

**Asad Ali and  
Thomas Taillon**

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

\_\_\_\_\_  
Curt S. Dahl, Council Member

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

ADOPTED: JULY 14, 2022  
INDEX: FIRE COMPANY  
C: FIRE DEPT., FINANCE,

**BOROUGH OF WATCHUNG  
RESOLUTION: R17**

***AUTHORIZING THE DONATION OF A FIRE DEPARTMENT  
VEHICLE TO THE CITY OF LA VEGA IN THE DOMINICAN  
REPUBLIC***

**WHEREAS**, the Borough of Watchung has previously purchased a 1986 Pierce Dash Pumper vehicle [Model 6V9 - VIN #1 1P9CT01DXGAO40182] for the Watchung Fire Department, a volunteer fire department; and

**WHEREAS**, the Borough and the Fire Department has determined that this vehicle is no longer needed for public use; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-36(2), the Borough is authorized to sell or donate personal property no longer needed for public use to any foreign nation which has diplomatic relations with the United States; and

**WHEREAS**, through On Angel's Wings, Inc., the Fire Chief of the City of La Vega in the Dominican Republic requested the donation of this vehicle, which would greatly assist in the serving and protecting this community; and

**WHEREAS**, the City of La Vega offered to cover all the expenses required to send the vehicle to the Dominican Republic; and

**WHEREAS**, the Mayor and Borough Council find it to be in the best interests of the Borough to donate this vehicle to the City of La Vega pursuant to N.J.S.A. 40A:11-36(2).

**NOW THEREFORE BE IT RESOLVED**, by the Borough Council of the Borough of Watchung, County of Somerset, State of New Jersey, that it hereby authorizes the donation of the 1986 Pierce Dash Pumper vehicle [Model 6V9 - VIN #1 1P9CT01DXGAO40182] to the City of La Vega in the Dominican Republic through On Angel's Wings, Inc.

**BE IT FURTHER RESOLVED** that all appropriate Borough officials and professionals are authorized to take all required actions to effectuate the donation authorized herein.

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

\_\_\_\_\_  
Curt Dahl, Council Member

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

ADOPTED: JULY 14, 2022  
INDEX: MISC, FIRE,  
C: FIRE DEPT., B.HANCE,  
R. ANGELO,



## ON ANGEL'S WINGS, INC.

1502 Laurel Hill Drive, Waxhaw, North Carolina 28173

732-921-6233(phone) 704-256-1928(fax)

onangelswings carlton@aol.com

20 May 2022

Watchung Fire Department  
57 Mountain Avenue  
Watchung, NJ 07069  
Attn. Asst. Chief Pivnichny

RE: FIRE ENGINE DONATION

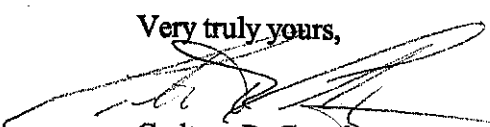
Dear Assistant Chief Pivnichny:

We are very excited to hear about the possibility of your department donating an engine to On Angels' Wings. If donated, this engine will go directly to the Dominican Republic, to the City of La Vega under the command of General Cesar Abreu. I am enclosing a letter from him that contains additional information. By sending the engine to him, we will eliminate any third party fees and are assured that it goes directly to the intended party. Cesar Abreu was appointed as General of the fire brigade for the country of the Dominican Republic earlier this year.

Donations from departments like yours are vital to countries such as the Dominican Republic since they do not have any manufacturing or distribution companies in their countries. Also, it is extremely expensive to get equipment in their country, so this donation would help to relieve them of that burden. Donations like this helps On Angels' Wings to touch our brothers and sisters around the world to help protect their communities. Thus far, in addition to assisting the Dominican Republic, we have given aid to Panama, Colombia, Ukraine and Nicaragua, to name a few.

We look forward to hearing from you. If you should have any other questions, please do not hesitate to contact me

Very truly yours,

  
Carlton R. Crawley  
President, OAW



# BOMBEROS

May 17, 2022

Assistant Chief  
Charles E. Pivnichny  
57 Mountain Blv.  
Watchung, N.J. 07069  
U. S. A.

Dear Assistant Chief Pivnichny:


Our common friend C.B. Carlton Crawly has informed us that your Fire Department are looking to send to a new home a 1986 Pierce Dash Pumper with a 2250 gallon tank. In that respect, taking into account the above, we appeal to your generosity by considering the possibility of donating it to our Fire Department, which has the responsibility to serve and protect our municipality with a population of 54.04 Km<sup>2</sup> (20.53 square miles). The number of dwellings is 77,253.

As you can imagine, our available resources are limited, so is our equipment which is mainly composed of donations from other Fire Department and rebuilt apparatus, due to that, at this time we are in great need of a fire truck like the one you are ready to send to a new home and we will be much willing to provide it.

Finally, if you consider making a donation to our Fire Department we will cover all the expenses required to send it to the Dominican Republic.

Hoping to hear from you and thanking you in advance for your time and consideration, we remain,

Respectfully your,

  
César A. Abreu  
Fire Chief  
La Vega Fire Department  
*Ing. Cesar A. Abreu Almanzar*  
GENERAL DE BRIGADA C. B.  
Decreto No. 735-21



Tels.: 809 573 2602 • 809 573 0555  
EMERGENCIA: 911 • 809 573 2234

EMERGENCIAS 911

**BOROUGH OF WATCHUNG  
RESOLUTION: R18**

**AUTHORIZING AN AFFORDABLE HOUSING AGREEMENT WITH OUR  
HOUSE, INC., IN CONNETION WITH THE OPERATION OF AN  
AFFORDABLE HOUSING GROUP HOME**

**WHEREAS**, the Borough of Watchung is obligated to provide affordable housing opportunities throughout the Borough; and

**WHEREAS**, the Borough maintains an Affordable Housing Trust Fund to assist with the development of affordable housing developments in the Borough; and

**WHEREAS**, Our House, Inc., is a not-for-profit, charitable organization that operates group homes for individuals with developmental disabilities ("Our House"); and

**WHEREAS**, Our House owns the property identified as Lot 24 in Block 7004, located at 103 High Tor Drive, in the Borough of Watchung (the "Property"); and

**WHEREAS**, Our House intends on operating a six (6) bedroom group home for adults with developmental disabilities on the Property; and

**WHEREAS**, Our House has requested a financial contribution from the Borough to make certain renovations to the Property in exchange for the placement of affordable housing restrictions on the Property to enable the Borough to obtain affordable housing credits therefrom; and

**WHEREAS**, the six (6) bedrooms shall then be rented to very low-income adults, defined by Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., as 30% of regional median income, with developmental disabilities, in accordance with New Jersey regulations or as may be otherwise approved by the New Jersey Superior Court; and

**WHEREAS**, in exchange for the requested financial contribution by the Borough, Our House agrees to the placement of an affordable housing deed restriction on the Property pursuant to the terms of the applicable affordable housing regulations or Court Order, and the Uniform Housing Affordability Controls ("UHAC") regulations, N.J.A.C. 5:80-26.1, et seq.; and

**WHEREAS**, Our House agrees to comply with all of the terms and requirements of COAH or comparable State department or agency, or by a Court of competent jurisdiction, and UHAC regulations in order to qualify all six (6) bedrooms of the Group Home as affordable housing rental units for supportive and special needs housing thereby permitting the Borough to receive credit for said units; and

**WHEREAS**, the Borough and Our House have negotiated and agreed to an Affordable Housing Agreement, which memorializes the terms and conditions of the Borough's financial contribution towards the affordable housing group home from its Affordable Housing Trust Fund, along with Our House's obligations in connection with same; and

**BOROUGH OF WATCHUNG  
RESOLUTION: R18**

**WHEREAS**, the Mayor and Council of the Borough of Watchung has determined that it is in the best interest of the Borough to authorize and approve the affordable housing agreement with Our House.

**NOW, THEREFORE, BE IT RESOLVED** by Council of the Borough of Watchung, County of Somerset that it hereby authorizes and approves the Affordable Housing Agreement with Our House for the Borough's financial contribution in the amount of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars, and Our House's obligation to grant affordable housing deed restriction on the Property and operate the group home in order for the Borough to obtain affordable housing credit for six bedrooms of the group home

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby authorized to sign and execute the Affordable Housing Agreement in substantially the form attached to this Resolution.

**BE IT FURTHER RESOLVED** that all appropriate Borough officials are hereby authorized to effectuate the authorizations in this Resolution, including the appropriation of the \$250,000.00 from the Borough's Affordable Housing Trust Fund to Our House pursuant to the terms of the Affordable Housing Agreement.

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

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

ADOPTED: JULY 14, 2022  
INDEX: AWARDS, FINANCE-MISC,  
C: B. HANCE, T. SNYDER,

## **AFFORDABLE HOUSING AGREEMENT**

### **Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home**

This Affordable Housing Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of July 2022, by and between the parties hereto:

**OUR HOUSE, INC.**, a 501(c)(3), not-for-profit, charitable corporation organized under the laws of the State of New Jersey, having offices at 76 Floral Avenue, Murray Hill, New Jersey 07974 (hereinafter "Our House"); and

**THE BOROUGH OF WATCHUNG**, a New Jersey municipal corporation in the County of Somerset, with an address at 15 Mountain Boulevard, Watchung, New Jersey 07069 (hereinafter the "Borough").

#### **RECITALS:**

**WHEREAS**, Our House owns the property identified as Lot 24 in Block 7004 on the official tax map of the Borough of Watchung, consisting of approximately 1.50± acres, located at 103 High Tor Drive (the "Property"); and

**WHEREAS**, Our House intends on operating a six (6) bedroom group home for adults with developmental disabilities on the Property; and

**WHEREAS**, Our House has requested a financial contribution from the Borough to make certain renovations to the Property in exchange for the placement of affordable housing restrictions on the Property to enable the Borough to obtain affordable housing credits therefrom; and

**WHEREAS**, the group home shall be an approximately 2,086 sq. ft. ranch-style residence, consisting of six (6) bedrooms, three (3) full bathrooms, a kitchen, a living room, a family room, and a staff office room (the "Group Home"); and

**WHEREAS**, the Group Home, by and through the operation of Our House, shall provide residential, vocational, educational, recreational and support services to low income adults with developmental disabilities; and

**WHEREAS**, the Group Home shall not be age-restricted, nor be occupied by individuals under eighteen (18) years of age; and

**WHEREAS**, Our House shall hold and maintain a license to operate the Group Home for the developmentally disabled from the Department of Human Services of the State of New Jersey ("DHS") Division of Development Disabilities ("DDD"), the Department of Children and Families of the State of New Jersey ("DCF"), or comparable State department or agency; and



## **AFFORDABLE HOUSING AGREEMENT**

### **Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home**

**WHEREAS**, the six (6) bedrooms shall then be rented to very low-income adults, defined by Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., as 30% of regional median income, with developmental disabilities, in accordance with New Jersey regulations or as may be otherwise approved by the New Jersey Superior Court; and

**WHEREAS**, in exchange for the requested financial contribution by the Borough, Our House agrees to the placement of an affordable housing deed restriction on the Property pursuant to the terms of the applicable affordable housing regulations or Court Order, and the Uniform Housing Affordability Controls ("UHAC") regulations, N.J.A.C. 5:80-26.1, et seq.; and

**WHEREAS**, a copy of the form deed restriction to be placed on the Property prepared by the Borough Attorney pursuant to the terms of this Agreement, following the form of Appendix E-2 of the UHAC regulations, is attached hereto as **Exhibit A** and made a part hereof (the "Deed Restriction"); and

**WHEREAS**, the Group Home shall qualify as "supportive and special needs housing" as defined in New Jersey regulations, and accepted as affordable housing by COAH or comparable State department or agency, or by a Court of competent jurisdiction; and

**WHEREAS**, Our House further agrees to comply with all of the terms and requirements of COAH or comparable State department or agency, or by a Court of competent jurisdiction, and UHAC regulations in order to qualify all six (6) bedrooms of the Group Home as affordable housing rental units for supportive and special needs housing thereby permitting the Borough to receive credit for said units; and

**WHEREAS**, further, pursuant to prior COAH Regulations, and approval by COAH or comparable State department or agency, or by a Court of competent jurisdiction, for the units to qualify as affordable housing units in order for the Borough to receive credit, the bedrooms shall comply with applicable law and UHAC regulations, with the exception of the standard UHAC affirmative marketing requirements for non-special needs housing; and Our house will work with the DDD in placing income qualified individuals in these Units; and

**WHEREAS**, Our House and the Borough wish to enter into an agreement providing for the financial contribution by the Borough for the renovation and operation of the Group Home, in exchange for the establishment and preservation of affordability controls and deed restrictions on the Property for the Group Home.

## **AFFORDABLE HOUSING AGREEMENT**

### **Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home**

**NOW, THEREFORE**, in consideration of the foregoing, and in consideration of the mutual covenants, agreements, conditions, understandings and undertakings hereinafter contained and set forth, the parties hereto, and for their successor and assigns, hereby agree as follows:

#### **ARTICLE I**

#### **DEFINITIONS**

**Section 1.1. Definitions.** Certain terms used in this Agreement are defined in this Section and/or other portions of this Agreement by reference to other documents. Each term defined shall have the meaning given it unless the context clearly indicates otherwise. The following terms are defined in this Section:

1. "Administrative agent" shall be the entity responsible for administering the affordability controls for the Borough pursuant to UHAC regulations;
2. "Affordable Housing Credit" shall have the meaning set forth in Section 3.2(c) of this Agreement, with one unit of credit for each bedroom;
3. "Affordable Housing Credit Loss Event" shall have the meaning set forth in Section 3.3 of this Agreement;
4. "Event of Default" shall have the meaning set forth in Section 5.1 of this Agreement;
5. "Forced Delay" shall mean delay or delays due to: governmental action, or lack thereof, beyond the reasonable and customary period of time expectation for governmental action (for example, the issuance of a building permit); shortages or unavailability of materials; labor disputes (including, but not limited to, strikes, slow-downs, job actions, picketing and/or secondary boycotts); fire, explosion or other casualty; delays in transportation; delays due to adverse weather conditions; acts of God; directives or requests by any governmental entity, authority, agency or department; any court or administrative orders or regulations; adjustments of insurance; acts of declared or undeclared war, warlike conditions in this or any foreign country, acts of terrorism, public disorder, riot or civil commotion; or by anything else beyond the reasonable control of Our House, or its agents, employees or contractors.
6. "Hazardous Substances" shall mean any pollutants, contaminants, or industrial, toxic, hazardous, or extremely hazardous chemicals, wastes, materials or substances which are defined, determined, classified or identified as such in any Hazardous Substances Law, including, without limitation: oil, petroleum, petroleum by-products, friable asbestos, polychlorinated biphenyls, and urea formaldehyde;

## **AFFORDABLE HOUSING AGREEMENT**

### **Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home**

7. "Hazardous Substances Law" shall mean all applicable statutes, laws, acts, ordinances, rules, regulations, orders, decrees, and rulings of any federal, New Jersey and/or local governmental or quasi-governmental body, agency, board, commission and/or court relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling, release and/or transportation of Hazardous Substances including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended, The Resource Conservation and Recovery Act of 1976, as now or hereafter amended, and the Environmental Control Laws of the State of New Jersey as now or hereafter amended, and all regulations respectively promulgated thereunder;

8. "Plans and Specifications" shall mean those plans and specifications which are approved by the Borough Engineer, Borough Construction Official, or other Borough approving authority.

9. "Group Home" shall mean the group home for adults with developmental disabilities, with not less than six (6) bedrooms, to be maintained on the Property.

10. "Supportive and special needs housing" shall mean "group homes for people with developmental disabilities and mental illness as licensed and/or regulated by the New Jersey Department of Human Services.

11. "Unit" shall mean one of the six (6) individual very low income restricted affordable housing rental bedrooms at the Group Home which are subject to a minimum thirty (30) year affordable housing deed restriction.

Section 1.2. Headings. The headings of this Agreement are for convenience only and shall not define or limit the provisions of this Agreement.

## **ARTICLE II**

### **REPRESENTATIONS AND COVENANTS**

Section 2.1. Representations and Covenants of Our House. Our House represents and covenants that:

(a) Our House is a duly organized not-for-profit, 501(c)(3) organization, and validly existing under the laws of the State of New Jersey, and doing business in the State of New Jersey;

(b) To the best of its knowledge, Our House is not in violation of or in conflict with any applicable provisions of the laws of the State of New Jersey or any other agreement related to the Group Home which would impair its ability to carry out its obligations under this Agreement;

(c) Our House is empowered to enter into the transactions contemplated by this Agreement;

(d) Our House has duly authorized the execution, delivery, and performance of this Agreement;

## **AFFORDABLE HOUSING AGREEMENT**

### **Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home**

(e) Our House will do all things in its power required of it in order to maintain its existence, perform its obligations hereunder, and assure the assumption of its obligations hereunder by any successor body;

(f) There is no litigation or proceeding pending, or to the knowledge of Our House threatened, against Our House, or any other person or entity affecting in any material manner whatsoever the right of Our House to execute this Agreement or to otherwise comply with its obligations contained in this Agreement;

(g) When executed by duly authorized officers of Our House, this Agreement will be binding upon Our House and enforceable in accordance with its terms;

(h) Intentionally omitted;

(i) Our House shall maintain control over the Group Home, throughout and at the completion of renovations, and shall continue to, and permit and cooperate with the Borough's administrative agent to monitor the Units to ensure compliance with the affordability controls set forth herein, the Deed Restriction, UHAC regulations, and the DDD requirements;

(j) The Group Home shall be licensed as required by the DDD, DCF or comparable agency one project construction is completed and certificates of occupancy for each dwelling is issued, and Our House or its designee covenants that it will maintain such license in good standing throughout the term of this Agreement, and throughout the term of the Deed Restriction for the Property, and Our House shall provide the Borough with a copy of any required License from DDD, DCF or comparable agency annually, upon receipt of same from the DDD, DCF or comparable agency;

(k) The Group Home shall not be age-restricted, and shall not be restricted to youth under eighteen (18) years of age;

(l) The Group Home shall be consistent with and meet the site suitability criteria of the State Development and Redevelopment Plan;

(m) Our House or its designee agrees to work with the Borough and its administrative agent to comply with COAH or comparable State department or agency, or by a Court of competent jurisdiction, and UHAC regulations with the exception of the affirmative marketing requirements of N.J.A.C. 5:80-26.15, and the affordability average and bedroom distribution requirements of N.J.A.C. 5:80-26.3, unless otherwise agreed to herein; and

(n) Our House or its designee agrees to annually provide the Borough and the Administrative agent a list of all current residents of the Group Home, along with all requested documentation and proofs required for the income verification and certification that such residents meet the very low-income requirement (30% of regional median income) to qualify as affordable housing, including a copy of all existing approvals, licenses and certifications provided by the DDD.

**Section 2.2. Representations and Covenants of the Borough.** The Borough represents and covenants that: (a) it is empowered to enter into the transactions contemplated by this Agreement; (b) it has duly authorized the execution, delivery and performance of this Agreement; (c) there is no litigation or proceeding pending, or to the knowledge of the Borough threatened, against the Borough or any other person affecting in any material manner whatsoever the right of the Borough to execute this Agreement or to otherwise comply with its obligations contained in

## **AFFORDABLE HOUSING AGREEMENT**

### **Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home**

this Agreement; and (d) it will cooperate in responding to reasonable requests for the operation of the Group Home.

## **ARTICLE III**

### **TERMS OF AFFORDABLE HOUSING CONTRIBUTION**

#### **Section 3.1. Borough's Financial Contribution.**

(a) The Borough agrees to provide a financial contribution in the amount of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars to Our House. Such contribution shall be made within ten (10) business days upon receipt of the fully executed Affordable Housing Deed Restriction for the Property pursuant to the terms of this Agreement, subject to approval by the governing body of the Borough.

#### **Section 3.2. Conditions of Contribution.**

(a) Our House shall operate the Group Home – i.e. rental of the six (6) very low-income restricted units – in accordance with the terms of this Agreement, the Borough's Affordable Housing Ordinances, the regulations, rules and/or orders issued by COAH or comparable State department or agency, or by a Court of competent jurisdiction, and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 *et. seq.*, as may be amended from time to time, along with all other applicable rules and regulations, for credit as a six (6) unit, very low-income restricted affordable housing rental project. Our House agrees to rent the affordable units in strict accordance with same. Our House will work with the DDD to place income qualified individuals in these Units. All of the units shall be restricted as very low income rental units.

(b) Our House shall have caused to be properly entered into the chain of title for the Property, and recorded with the Somerset County Clerk's office, a deed restriction applicable for each of the six (6) affordable housing units (bedrooms) at the Group Home, and putting into place thirty (30) years of affordability controls, restricting the affordable units by the filing of the Mandatory Deed Restriction for Rental Property as required by N.J.A.C. 5:80-26.11 and Appendix E-2, and approved by COAH in accordance with the UHAC Regulations. A copy of said Deed Restriction shall be provided to the Borough Attorney for review and approval prior to recording. Recording of the approved form of Deed Restriction by Our House shall expressly be considered a condition for the Borough's financial contribution to Our House.

(c) Our House shall provide proof of recording of the COAH deed restriction for the Group Home to the Borough Attorney by providing a copy of the deed restriction with the "recorded" stamp of the Somerset County Clerk. The documents which create the COAH deed restrictions on the units shall contain the following provision:

## **AFFORDABLE HOUSING AGREEMENT**

### **Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home**

"Sale and use of the property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:50-26.1, et seq., the "Regulations") and any amendments, changes or supplements thereto. Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof, or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the affordability controls set forth therein during the Control Period until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the affordability controls for a period of at least thirty (30) years."

(d) Our House shall have provided the Borough with a copy of good standing certificate.

(e) The Group Home shall be in compliance with all Hazardous Substance Laws and, to the extent applicable, the Group Home shall have received all necessary governmental approvals for any Hazardous Substances remediation plan required in connection with the renovation and maintenance of the Group Home.

(f) Our House shall be the owner and operator of the Group Home at all times during the term of the affordable housing restriction period for the Property. Any sale of the Property or transfer of operation of the Group Home to any other entity or other use not specifically for the provision of residential, vocational, educational, recreational and support services to low income adults with developmental disabilities shall require prior written approval by the Borough, which approval shall not be unreasonably withheld, conditioned, or delayed, provided that any such assignee shall agree to assume all obligations of Our House pursuant to this Agreement and that any such assignment shall be in accordance with the requirements of any applicable legal requirements, including, but not limited to, any applicable requirements of COAH, the DDD, and/or DCF, which may be now or hereinafter be in effect with respect to the ownership and operation of the Group Home.

## **ARTICLE IV**

### **REGULATORY TERMS AND CONDITIONS**

Section 4.1. Limitation on the Borough's Obligation. The Borough shall not be liable under this Agreement to Our House or any other party for the completion of, or failure to complete, any activities which are part of the construction or renovation of the Group Home.

## **AFFORDABLE HOUSING AGREEMENT**

### **Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home**

Section 4.2. Equal Opportunity. During the construction/renovation of the Group Home, Our House shall not discriminate on the basis of race, color, creed, religion, sex, sexual orientation, age, disability, marital status, condition of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related complex, national origin or ancestry in the hiring, firing, promoting, or demoting, of any person engaged in the construction work.

Section 4.3 Maintenance of the Group Home. Our House or its designee shall maintain the Group Home in good condition and in compliance with all applicable health, safety, building, fire, zoning, subdivision, and environmental laws, regulations, codes and ordinances, in a manner consistent with group homes providing Supportive and special needs housing of similar age and size in Somerset County, New Jersey.

## **ARTICLE V**

### **DEFAULT AND REMEDIES**

Section 5.1. Events of Default. Each of the following shall constitute an "Event of Default" hereunder:

(a) Failure of Our House to materially comply with terms, provisions, or conditions of this Agreement and failure to cure the same, subject to Forced Delays, within thirty (30) days of receipt of written notice by the Borough specifying such failure (or if such failure to perform cannot be cured within thirty (30) days, failure to commence cure within thirty (30) days after receipt of such notice and thereafter diligently pursue such cure within one hundred twenty (120) days after receipt of such notice);

(b) Failure of Our House to utilize the Group Home and the Property in a manner to qualify as affordable housing units as set forth herein;

(c) The filing of any voluntary petition in bankruptcy court or otherwise seeking relief from creditors by or against Our House;

(d) Our House shall make an assignment for the benefit of creditors, or shall submit in writing its inability to pay its debts generally as they become due;

(e) Our House consents to, or acquiesces in, the appointment of a receiver, liquidator, or trustee of itself or of the whole or any substantial part of its properties or assets or a court of competent jurisdiction enters an order, judgment or decree appointing a receiver, liquidator or trustee of Our House, or of the whole or any substantial part of the property or assets of Our House, and such order, judgment or decree shall remain unvacated or not set aside or unstayed for one hundred twenty (120) days;

## **AFFORDABLE HOUSING AGREEMENT**

### **Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home**

(f) Material misrepresentation or material misstatement of fact when made in any written document and/or written agreement by Our House or any of its officers or representatives to the Borough.

(g) Sale or transfer of the Group Home or the Property by Our House without the prior written consent of the Borough in violation of the terms of this Agreement.

(h) Failure of Our House or its designee to apply for any required licensure from the DHS, DDD or such other appropriate agency as per the terms of this Agreement.

Section 5.2. Notices. Our House shall, with reasonable promptness, but in all events within ten (10) days after it has actual knowledge thereof, notify the Borough in writing of the occurrence of any act, event or condition which constitutes, or which after notice or lapse of time or both would constitute, an Event of Default. Such notification shall include a written statement of any remedial or curative actions, which Our House proposes to undertake to cure or remedy such default.

Section 5.3. Remedies. Upon the occurrence and during the continuance of an Event of Default under this Agreement, but only after all cure provisions have been exhausted, the Borough shall have the right to take any or all of the following actions against Our House or any affiliated entities:

- (a) Institute appropriate proceedings to specifically enforce performance hereof; and
- (b) Institute proceedings to have the refund of the financial contribution made by the Borough.

Section 5.4. Attorney's Fees and Costs. Our House agrees to pay or cause to be paid, promptly upon demand by the Borough, reasonable attorney's fees actually incurred and all reasonable costs and expenses actually incurred in connection with such enforcement or exercise of remedies of the Borough hereunder.

Section 5.5. Right to Cure Defaults. The Borough shall give written notice of each default of which it has knowledge to Our House. Except as otherwise provided herein, Our House shall have the right to cure any default existing under this Agreement within ninety (90) days of the receipt of notice of default from the Borough.

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

Section 6.1. Agreement Term. The term of this Agreement shall commence upon the date this Agreement has been fully executed by all parties hereto and the terms, restrictions and



## **AFFORDABLE HOUSING AGREEMENT**

### **Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home**

covenants of this Agreement shall terminate upon thirty (30) years from the commencement of this Agreement, unless extended by amendment of this Agreement by the Parties hereto.

**Section 6.2. Hold the Borough Harmless from Claims; Insurance.** Our House hereby agrees to defend and hold the Borough, its officials, appointees, employees and contractors, harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorney's fees, in connection with any loss of life, personal injury, damage to property, breach of contract or any other claims, actions, or damages arising from or out of the construction, renovation or operation of the Group Home by Our House other than and to the extent caused by the willful actions or omissions or recklessness or negligence of the Borough.

Our House shall carry and maintain general liability insurance for bodily injury in the amount not less than one million (\$1,000,000) dollars per occurrence, and liability insurance for property damage in the amount not less than one million (\$1,000,000) dollars per occurrence, with excess umbrella liability coverage of not less than two million (\$2,000,000) dollars, for the duration of this Agreement, and throughout the duration of the Deed Restriction for the Property. The insurance policies shall provide the Borough as an additional insured, and the policy shall further provide that the Borough will be notified at least thirty (30) days in advance of cancellation or material change in the policy.

**Section 6.3. Notices.** All notices given in connection herewith shall be deemed effective upon receipt (as evidenced by the U.S. Mail return receipt or commercial delivery service receipt) or refusal to accept delivery, and shall be given by personal delivery, express overnight delivery service, or placed in the U.S. Mail, registered, with return receipt requested, and postage prepaid. Any of the following parties may effect a change of address for notice purposes by written notice thereof to all of the other following parties:

If to Our House:

Our House, Inc..  
76 Floral Avenue  
Murray Hill, NJ 07974-1511  
c/o Michele DelCorsano, President and CEO

with a copy to:

Murphy Schiller & Wilkes LLP  
24 Commerce Street, 12<sup>th</sup> Floor  
Newark, NJ 07102  
Attn: Matthew J. Schiller, Esq.

If to the Borough:

Borough of Watchung  
15 Mountain Boulevard  
Watchung, New Jersey 07069  
Attn: Borough Clerk

with a copy to:

Joseph V. Sordillo, Esq.  
DiFrancesco Bateman, PC

## **AFFORDABLE HOUSING AGREEMENT**

### **Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home**

15 Mountain Boulevard  
Warren, New Jersey 07059

Section 6.4. Entire Agreement. This Agreement, including the exhibits and attachments incorporated herein, expresses the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, agreements, representations, or arrangements, oral or written, between the parties hereto relating to the subject matter of this Agreement, all of which are merged into this Agreement.

Section 6.5. Severability. Each provision of this Agreement is intended to be severable to the extent that such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement. In the event that any one or more provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a final, non-appealable decision of a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision of this Agreement, and this Agreement shall be construed as if such an invalid, illegal, or unenforceable provision had never been contained herein, provided such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement.

Section 6.6. Counterparts. This Agreement and any amendments hereto may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Section 6.7. Further Assurances. The parties hereto shall cooperate and take such action, give assurances and execute and deliver such documents as may be reasonably required by the other party in order to effectuate the intent, purposes and provisions of this Agreement and to confirm to third parties the existence and good standing of this Agreement.

Section 6.8. Successors. This Agreement shall be binding upon and inure to the benefit of Our House and the Borough and their respective successors and assigns.

Section 6.10. The Borough Not a Joint Venturer. The Borough, by making this Agreement or by any action pursuant hereto, will not be deemed a partner or joint venturer with Our House, and Our House and the Borough each agree to hold the other harmless for any damages and expenses resulting from such a construction of the relationship of the parties or any assertion thereto.

Section 6.11. Applicable Law. All actions and documents in connection with this Agreement shall be governed by and construed in conformity with the laws of the State of New Jersey. The parties hereto consent to be sued in New Jersey Superior Court-Somerset County in any action to enforce the provisions of this Agreement.

Section 6.12. Modification and Assignment. The terms of this Agreement may not be waived, modified, or changed in any way by implication, correspondence, or otherwise unless such

## **AFFORDABLE HOUSING AGREEMENT**

### **Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home**

waiver, modification, or change is made in the form of a written amendment to this Agreement signed by both parties. Our House shall not assign or transfer this Agreement to an unaffiliated entity, without written consent of the Borough, consent not to be unreasonably withheld, in accordance with the terms and conditions outlined in Section 3.4 hereof. Nothing in this Agreement, however, shall limit or prohibit Our House from assigning its operating obligations to an entity not a party hereto.

Section 6.13. Captions and Headings. The captions and headings contained in this Agreement are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.

Section 6.14. Waiver. A waiver by the Borough of any of the terms and conditions herein shall be in writing and shall not constitute a continuing waiver of said terms and conditions.

Section 6.15. Recording of Agreement. This Agreement may be recorded in the chain of title with the Somerset County Clerk for the Property simultaneously with the recording of the Affordable Housing Deed restriction.

\*\*\*signature page follows\*\*\*

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

IN WITNESS WHEREOF, the parties hereto have caused this Housing Trust Fund Agreement to be executed under seal by their duly authorized signatories.

ATTEST:

**THE BOROUGH OF WATCHUNG**  
a NJ Municipal Corporation

By: \_\_\_\_\_  
Name: Edith G. Gil  
Title: Borough Clerk

By: \_\_\_\_\_  
Name: Keith S. Balla  
Title: Mayor  
Date: \_\_\_\_\_, 2022

ATTEST:

**OUR HOUSE, INC.**

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

By: \_\_\_\_\_  
Name: Michele DelCorsano  
Title: President and CEO  
Date: \_\_\_\_\_, 2022

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

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

I CERTIFY that on \_\_\_\_\_, 2022, 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 this document;
- b) this person is the attesting witness to the signing of this document by the proper municipal officer who is Keith S. Balla, the Mayor of the municipal corporation;
- c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by resolution of the Borough Council;
- 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  
this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

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

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

- a) this person is the \_\_\_\_\_ (*title of attesting witness*) of OUR HOUSE, INC., the non-profit, 501(c)(3) entity named in this document;
- b) this person is the attesting witness to the signing of this document by the proper officer who is \_\_\_\_\_ (*name*), the \_\_\_\_\_ (*title*) of the entity;
- c) this document was signed and delivered by the entity as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- d) this person signed this proof to attest to the truth of these facts.

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

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

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

**BOROUGH OF WATCHUNG  
RESOLUTION: R19**

**WHEREAS**, the Borough of Watchung advertised for the position of Principal Public Works Manager/ Director of Public Works for the Borough and received resumes and interviewed interested candidates; and

**WHEREAS**, the Mayor and Council have determined that William J. McClave, meets the qualifications and has agreed to perform the duties of the position of Principal Public Works Manager/ Director of Public Works.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that it hereby appoints **William J. McClave** to the position of **Principal Public Works Manager/ Director of Public Works** of the Borough of Watchung for an annual salary of \$120,000.00, prorated, as negotiated and agreed upon by the parties and consistent with the Salary Ordinance of the Borough of Watchung with an effective date of July 18, 2022.

**BE IT FURTHER RESOLVED** by the Mayor and Council of the Borough of Watchung that this appointment is contingent upon a satisfactory background check and that Council hereby waves sections of the borough code, specifically Chapter 2-15.3

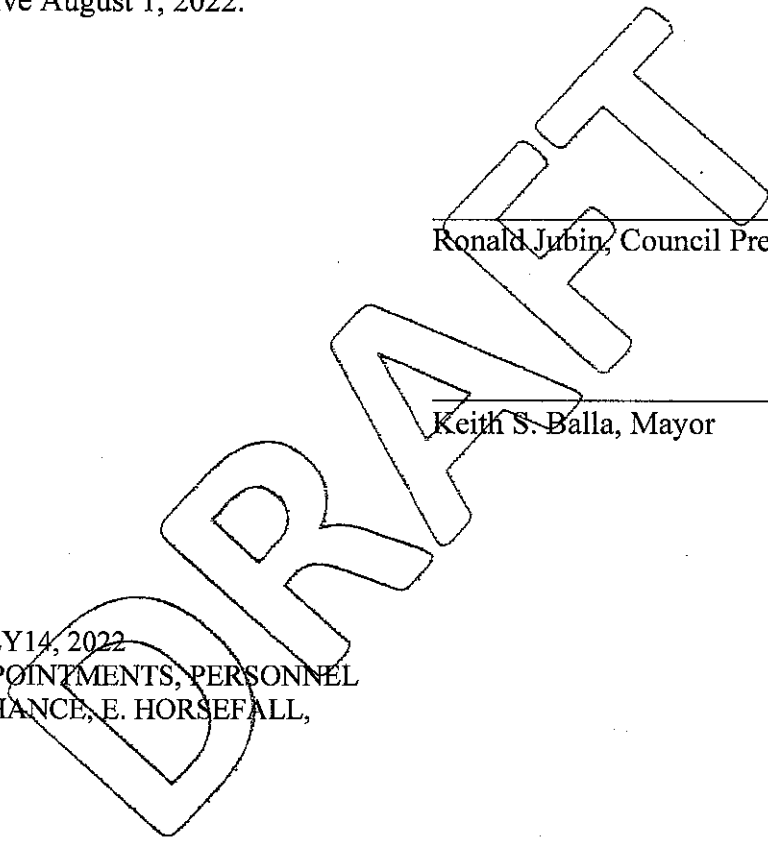
\_\_\_\_\_  
Christine Ead, Council Member

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

ADOPTED: JULY 14, 2022  
INDEX: APPOINTMENTS  
C: B. HANCE, E. HORSFALL,

**BOROUGH OF WATCHUNG  
RESOLUTION: R20**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that it hereby authorizes the appointment of **Katherine A. Vilarino** as **Tax Clerk** in the Office of the Tax Collector, at an annual salary of, **\$55,000.00**, effective August 1, 2022.

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

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

ADOPTED: JULY 14, 2022  
INDEX: APPOINTMENTS, PERSONNEL  
C: B. HANCE, E. HORSEFALL,



**BOROUGH OF WATCHUNG  
RESOLUTION: R21**

**WHEREAS,** it is necessary to retain the Professional Services of an appraisal company as regulated by the State of NJ in order to appraise property located at 12 Stirling Road, on block 4401, lot 7; and

**WHEREAS,** the Borough solicited the appropriate proposals and were reviewed by the Administrator; and

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

William J. Hance, CFO

**WHEREAS,** it is the consensus of the Governing Body that it would be in the best interest of the Borough to authorize a Professional Service contract to **ARD Appraisal Company 36 Brant Avenue, Clark, NJ 07066.**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that a contract be awarded to **ARD Appraisal, in an amount not to exceed \$5,000.00.**

**BE IT FURTHER RESOLVED** that this contract is being awarded upon recommendation by the Administrator and based on the merits and abilities of the professionals to provide the goods or services as described herein.

**BE IT FURTHER RESOLVED** that this contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* but has been awarded based on the merits and abilities of CGP&H to provide these professional services described herein.

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

Christine B. Ead, Council Member

Keith S. Balla, Mayor

ADOPTED: JULY 14, 2022  
INDEX: AWARDS, PROPERTIES  
C: B. HANCE

**BOROUGH OF WATCHUNG  
RESOLUTION: R23**

**WHEREAS**, the Borough Office of Emergency Management (OEM) Coordinator has recommended and requested that certain staff be appointed to participate on the OEM Team and to be authorized to work in the Emergency Operations Center when the Center must be activated; and

**WHEREAS**, these Borough OEM Staff members will assist the local OEM Coordinator in all phases of emergency management when requested.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the following Borough employees are hereby designated as Staff for the Borough OEM Team and will serve in this capacity with no additional compensation:

1. Sherif Zaiton, Police Lieutenant / 1<sup>st</sup> Deputy Coordinator
2. Charles Pivnichny, Assistant Fire Chief / 2<sup>nd</sup> Deputy Coordinator

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

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

ADOPTED: JULY 14, 2022  
INDEX: APPOINTMENTS. PERSONNEL, MISC.  
C: C. SOLAN, A. HART,

**BOROUGH OF WATCHUNG  
RESOLUTION: R22**

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

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

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

1. The public shall be excluded from discussion of the closed session of July 14, 2022.
2. The general nature of the subject matter to be discussed is as follows:

Contract Negotiations, Anticipated Litigation, Personnel Matters and Attorney-Client Privilege Matters:

Retired Police Officer Complaint  
Creating New Title in Building/Construction Office  
Creating New Title in Police Department  
Employee Investigation

3. Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.
4. The Borough Council may take official action on those items discussed in executive session upon completion of the executive session.

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

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

ADOPTED: JULY 14, 2022  
INDEX: MISC.  
C:

**BOROUGH OF WATCHUNG**

**RESOLUTION: R24**

***ACKNOWLEDGING AUTOMATIC RENEWAL OF 2020-2022 URBAN COUNTY COOPERATION AGREEMENT FOR PARTICIPATION IN SOMERSET COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAM ACTIVITIES***

**WHEREAS**, Title I of the Housing and Community Development Act of 1974 provides for substantial federal funds being made available to certain urban counties for use therein; and

**WHEREAS**, the Community Development Block Grant and the HOME Investment Partnership Programs have benefited the County as a whole and have provided a unique opportunity for interlocal cooperation; and

**WHEREAS**, the programs have provided substantial benefits to persons of low and moderate income including the elderly and disabled, and that these benefits would be lost without a renewal of the County cooperation agreement; and

**WHEREAS**, Borough of Watchung desires to preserve benefits of the Community Development Block Grant and the HOME Investment Partnership Programs for the County by renewing its participation in the Somerset County Urban County Consortium; and

**WHEREAS**, the Shared Services and Consolidation Act (NJSA 40A:65-1) provides a mechanism through which counties and municipalities may enter into agreements for the provision of joint services; and

**WHEREAS**, N.J.S.A. 40A:65-1 provides that authorization for participation in such a cooperative program must be by resolution:

**NOW, THEREFORE, BE IT RESOLVED**, by Borough of Watchung, located in Somerset County, New Jersey, that:

1. It does hereby authorize continued participation in the Somerset County Urban County Consortium.
2. It does hereby authorize, ratify and confirm a certain agreement (hereinafter referred to as "Contract") between the Borough of Watchung and Somerset County entitled "Cooperation Agreement for the Somerset County, NJ Urban County 2023-2025 Qualification Period". This agreement shall automatically renew in every successive qualification period unless Borough of Watchung elects to be excluded and proper notice is provided to HUD and Somerset County.
3. It hereby authorizes full participation by Borough of Watchung in all aspects of the activities provided for within said Contract pursuant to the terms and conditions as more fully set forth in said Contract.
4. It hereby incorporates the Cooperation Agreement for the 2023-2025 Qualification Period into this Resolution by reference, as if fully set forth herein.

**BOROUGH OF WATCHUNG  
RESOLUTION: R24**

***ACKNOWLEDGING AUTOMATIC RENEWAL OF 2020-2022 URBAN COUNTY  
COOPERATION AGREEMENT FOR PARTICIPATION IN SOMERSET COUNTY'S  
COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT  
PARTNERSHIP PROGRAM ACTIVITIES***

5. The Mayor and Municipal Clerk are hereby authorized to execute the Contract with the County and Copy of said Contract will remain filed in the Office of the Municipal Clerk for public inspection.

ADOPTED:

INDEX:

C:

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

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

**CERTIFICATION:**

I hereby certify that this is a true and correct copy of this resolution adopted by the Borough of Watchung on July 14, 2022.

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

**BOROUGH OF WATCHUNG  
RESOLUTION: R24**

***ACKNOWLEDGING AUTOMATIC RENEWAL OF 2020-2022 URBAN COUNTY  
COOPERATION AGREEMENT FOR PARTICATION IN SOMERSET COUNTY'S  
COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT  
PARTNERSHIP PROGRAM ACTIVITIES***

# **COOPERATION AGREEMENT FOR THE SOMERSET COUNTY, NJ URBAN COUNTY 2023-2025 QUALIFICATION PERIOD**

WHEREAS, Title I of Housing and Community Development Act of 1974 as amended provides for substantial Federal funds being made available to certain urban counties for use therein; and

WHEREAS, this Act established certain criteria which must be met in order for a County to be the recipient of said funding; and

WHEREAS, pursuant to said Act, the Department of Housing and Urban Development has set forth requirements for counties wishing to requalify for entitlement status as urban counties and thereby receive CDBG and HOME funding during the FY 2023-2025 Qualification Period; and

WHEREAS, these requirements include the establishment of a Cooperation Agreement between Somerset County and units of general local government that wish to be joint members of the Somerset County, NJ Urban County; and

WHEREAS, the Shared Services and Consolidation Act, (NJSA 40A:65-1) provides a mechanism through which counties and municipalities may enter into such agreements for the provision of joint services.

It is therefore agreed by Somerset County, NJ (hereafter referred to as “the County”) and Watchung Borough that:

## **A. Terms and Conditions required by the Department of Housing and Urban Development**

### **1. Applicable Programs**

The purpose of this Agreement is to establish a legal mechanism through which the County government may apply for, receive and disburse Federal funds available to eligible urban counties under Title I of the Housing and Community Development Act of 1974, as amended, commonly known as Community Development Block Grant (hereafter “CDBG”) funds, and, HOME Investment Partnership (hereafter “HOME”) funds, and to take such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these programs. Federal funds received by the County for these programs shall be used for the creation of affordable housing, barrier removal, sewer and street improvements, public facility upgrades, social services and other eligible activities. Nothing contained in this agreement shall deprive any municipality or other unit of local government of any powers of zoning, development control or other lawful authority which it presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as herein provided.

By authorizing and executing this agreement, the municipality understands that this agreement covers the CDBG and the HOME Programs.

# **COOPERATION AGREEMENT FOR THE SOMERSET COUNTY, NJ URBAN COUNTY 2023-2025 QUALIFICATION PERIOD**

## **2. Relation to State CDBG and HOME Programs**

By executing this Cooperation Agreement, the included unit of general local government understands that it:

- (a) May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and
- (b) May receive a formula allocation under the HOME Program only through the urban county. This does not preclude the urban county or a unit of general local government participating with the urban county from applying to the state for HOME funds, if the state allows.

## **3. Urban County Qualification Period**

This agreement shall be effective for Federal Fiscal Years 2023, 2024, and 2025. The parties further agree that this Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the County or the participating unit of general local government provides written notice that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Prior to the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government by letter of its right not to participate. A copy of the county's notification will be sent to the Field Office by the date specified in the urban county qualification schedule.

## **4. Amendments to the Cooperation Agreement**

The parties agree that each party must adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice. Such failure to comply will void the automatic renewal for such qualification period. Said amendments must be executed by an official representative of each unit of the participating units of general local government and the urban county. Failure to comply will void the automatic renewal for such qualification period

## **5. Length of the Agreement**

The agreement will remain in effect until the CDBG and HOME funds and program income received (with respect to activities carried out during the three-year qualification period and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities are completed. The County and participating unit of general local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.



## **COOPERATION AGREEMENT FOR THE SOMERSET COUNTY, NJ URBAN COUNTY 2023-2025 QUALIFICATION PERIOD**

### **6. Certifications**

- a) The county and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
- b) The county and the cooperating unit of general local government are obligated, and they so agree, to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974.
- c) The parties further agree that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing.
- d) The parties are also obligated to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. The parties are also obligated to comply with other applicable laws.

### **7. Prohibitions**

Urban County funding is prohibited from use for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.

### **8. Local Government Policies**

The parties hereto also certify that they have adopted and are enforcing:

- (a) A policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- (b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their jurisdictions.

### **9. Units of General Local Government as Recipients of CDBG or HOME funds**

Pursuant to 24 CFR 570.501(b), the unit of general local government is subject to the same requirements applicable to the subrecipients, including the requirement for a written agreement as described in 24 CFR 570.503.

# **COOPERATION AGREEMENT FOR THE SOMERSET COUNTY, NJ URBAN COUNTY 2023-2025 QUALIFICATION PERIOD**

## **10. Grant Transfers**

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.

## **B. Urban County Planning Process**

### **1. Establishment of Committees**

#### **a) Community Development Block Grant Program**

There is hereby established a cooperative Community Development Committee, consisting of two representatives from each participating municipality and two representatives of the County government, each to be appointed for one-year periods coinciding with the calendar year. The function of this committee is to set policy, to consider CDBG applications and to make decisions about how CDBG funds are allocated. The governing body and the chief executive (Mayor) of each participating unit of general local government shall make one appointment each. The voting procedure and meeting schedule of the Community Development Committee shall be governed by bylaws established and adopted by the Committee.

#### **b) HOME Investment Partnership Program**

There is hereby established a HOME Committee, consisting of two County Commissioners, one representative each from the Department of Human Services and the County Board of Social Services, and at least three members of the community. The function of this committee is to set policy, to consider HOME applications and to make decisions about how HOME funds are allocated. The members will be recommended by the Community Development Office and the County Commissioner liaison and will be appointed by the Board of the County Commissioners. The voting procedure and meeting schedule of the HOME Committee shall be governed by bylaws established and adopted by the Committee.

### **2. Responsibilities of Committees**

- a) The Committees shall evaluate and discuss the community development needs of the County, and shall recommend to the Board of County Commissioners annual programs for utilization of CDBG/HOME funds available to the County government. Towards that end, they shall be authorized to develop required plans, including a Citizen Participation Plan and such other documents, or certifications of compliance that may be required by the Federal or State government for the County's participation in the CDBG/HOME Programs.
- b) The Committees shall identify, in consultation with the County Community Development Office and local government and community agencies, priorities for the actual utilization of such funds as are made available from the Federal Government under this Title.

## **COOPERATION AGREEMENT FOR THE SOMERSET COUNTY, NJ URBAN COUNTY 2023-2025 QUALIFICATION PERIOD**

- c) No CDBG project may be undertaken in any municipality without the knowledge of the governing body of the municipality, as provided in the Citizen Participation Plan. However, municipal approval of any application for CDBG/HOME funds shall not be a restriction on implementation of the County's approved Consolidated Plan during the period covered by this agreement. Be it therefor understood that no party to the agreement may obstruct the implementation of the approved Consolidated Plan by veto or other restriction.

### **3. Agreement as to Specific Activities (Interlocal Services Agreement)**

- a) **Activities**

The municipality hereby agrees to cooperate with the County of Somerset in conducting activities eligible for CDBG/HOME assistance as specified in Federal CDBG/HOME Program regulations and approved for application for CDBG/HOME funds by its governing body. A current list of eligible activities is attached to this Agreement, but is subject to change by HUD. Specific activities will be set forth in the Annual Action Plan or Consolidated Plan submitted to HUD.

- b) **Administrative Funding**

The municipality also agrees to use by the County of certain of the funds to be applied for County planning and administrative costs, as specified in the annual Action Plan or Consolidated Plan submitted to HUD.

### **C. Grant Administration**

#### **1. Responsibilities of Participants**

- a) **County**

The municipality agrees that the County, as the applicant, takes full responsibility and assumes all obligations of an applicant under the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act. This responsibility will also extend to parts of the planning and management process, including the analysis of needs, the setting of objectives, the development of community development plans and the Consolidated Plan, and all assurances and certifications of compliance with Federal and State laws. The County has final responsibility for approving CDBG and HOME activities and for submitting the Annual Action Plan and Consolidated Plan to HUD. This responsibility of the County shall apply to all CDBG and HOME assisted projects, whether or not the County or the municipality carries out directly an activity or activities included in the Annual Action Plan or Consolidated Plan.

- b) **Participating unit of general local government**

As appropriate, certain activities are to be undertaken by the participating municipalities, and specific Subgrantee Agreements between the County and municipality must be executed for these projects. Each municipality will be responsible for the implementation of these community development projects. The municipality further agrees to cooperate

## **COOPERATION AGREEMENT FOR THE SOMERSET COUNTY, NJ URBAN COUNTY 2023-2025 QUALIFICATION PERIOD**

with the County in complying with the requirements of the Housing and Community Development Act of 1974, as amended.

### **4. Severability**

In the event that any portion of this Agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue effect.

### **5. Supersession**

This agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions only to the extent of conflict of purpose.

### **6. Limitation**

The execution of this Agreement by the County does not commit the County to the disbursement of any funds except those received from the Federal Government pursuant to Title I of the Housing and Community Development Act of 1974, as amended.

### **7. Amount and Administration of Funds**

The amount of Federal funds involved shall be the amount (s) applied for each year by the Board of County Commissioners pursuant to the recommendations of the Committee, subject to any modifications made by the US Department of Housing and Urban Development (HUD). Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Fund established and maintained pursuant to the regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. This Fund shall be in a separate bank account subject to the control of the County Government which shall be the designated recipient of the funds provided by the Federal Act. Upon authorization by the County, and in compliance with State law and promulgated regulations, funds may be expended from this Trust Fund by the County or by payment to a Subgrantee pursuant to a Subgrantee Agreement. Neither the Committee, the County government, nor any participating municipality may expend or commit funds except as may be authorized pursuant to this Agreement and in full compliance with State and Federal laws and regulations. No participant under this Agreement may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

**COOPERATION AGREEMENT FOR THE SOMERSET COUNTY, NJ URBAN  
COUNTY 2023-2025 QUALIFICATION PERIOD**

Be it therefore resolved that the undersigned parties agree to adhere to and comply with all the terms and conditions of this agreement.

\_\_\_\_\_  
Shanel Y. Robinson  
Commissioner Director

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

\_\_\_\_\_  
Kelly Mager, Clerk of the  
Board of County Commissioners

\_\_\_\_\_  
Edith G. Gil  
Municipal Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**COOPERATION AGREEMENT FOR THE SOMERSET COUNTY, NJ URBAN  
COUNTY 2023-2025 QUALIFICATION PERIOD**

Attachment A  
**CURRENT ELIGIBLE CDBG ACTIVITIES**

- Property acquisition and disposition
- Construction, reconstruction, rehabilitation or installation of publicly-owned facilities, improvements, or housing including; senior centers, parks, centers for the handicapped, neighborhood facilities, fire protection facilities, parking facilities, street improvements, water and sewer facilities, foundations and platforms for air rights sites, pedestrian malls and walkways, flood and drainage facilities, solid waste disposal facilities, others.
- Clearance activities
- Public Services
- Completion of Urban Renewal Projects
- Relocation assistance and loss of rental income
- Removal of architectural barriers
- Construction, reconstruction, rehabilitation, installation or acquisition of privately-owned utilities
- Rehabilitation of public residential structures, public housing modernization and rehabilitation of private properties
- Acquisition for the purpose of rehabilitation
- Planning and urban design activities
- Code enforcement
- Historic preservation
- Economic Development activities
- Activities by private nonprofit entities, local development corporations, or small business investment companies, neighborhood based nonprofit organizations
- Homeownership assistance
- Administrative Activities
- Microenterprise assistance
- Housing services

**COOPERATION AGREEMENT FOR THE SOMERSET COUNTY, NJ URBAN  
COUNTY 2023-2025 QUALIFICATION PERIOD**

Attachment B  
**ELIGIBLE HOME ACTIVITIES**

- Acquisition
- Assistance to Homebuyers
- New Construction
- Reconstruction
- Rehabilitation of non-luxury housing which may include:
  - real property acquisition
  - site improvements
  - demolition
  - other expenses which may include financing costs
- Tenant Based Rental Assistance
- Operating Expenses of Community Housing Development Organizations (CHDO)