



BOROUGH OF WATCHUNG

15 MOUNTAIN BOULEVARD
WATCHUNG, NEW JERSEY 07069

MAYOR & COUNCIL MEETING AGENDA

THURSDAY, OCTOBER 5, 2023

7:30 P.M.

MAYOR

Ronald Jubin, Ph.D.

COUNCIL

Christine B. Ead

Curt S. Dahl

Paul Fischer

Paolo Marano

Sonia Abi-Habib

Robert Gibbs

James J. Damato
Business Administrator

Edith G. Gil
Borough Clerk

Joseph Sordillo, Esq.
Borough Attorney

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

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

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

OCTOBER 5, 2023- 7:30 P.M.

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

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

ROLL CALL

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

PROCLAMATION

- ❖ Breast Cancer Awareness Month
- ❖ Hindu Heritage Month

SPECIAL RESOLUTION

R1: Authorizing Appointment of Jessica Maddox as CERT Volunteer

OATH OF OFFICE ADMINISTRATION

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 OF BOROUGH OFFICERS

7. Engineer
8. Police Chief
9. Fire Chief
10. Fire Official
11. Rescue Squad
12. Emergency Management
13. Attorney
14. Finance
15. Clerk

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

OCTOBER 5, 2023- 7:30 P.M.

16. Administrator
17. Youth Services
18. Planning Board
19. Municipal Alliance
20. Library Advisory Committee
21. Traffic and Beautification

PUBLIC PORTION / AGENDA ITEMS ONLY

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

DISCUSSIONS

NEW BUSINESS

REPORTS & CORRESPONDENCE:

Acknowledging Receipt of the following Borough Reports:

Building/ Construction Monthly Report	September 2023
Environmental Commission Meeting Minutes	August 21, 2023
Green Team Advisory Committee Meeting Minutes	July 26, 2023 August 30, 2023
Historical Committee Meeting Minutes	June 21, 2023
Mayor and Council Meeting Minutes	August 10, 2023 August 17, 2023 September 21, 2023
Plainfield Area Regional Sewerage Authority Minutes	September 7, 2023
Planning Board Meeting Minutes	August 15, 2023
Police Department Monthly Report	September 2023
Traffic & Beautification Meeting Minutes	September 11, 2023

#21: Notice of Retirement from Lieutenant Boyle, recv'd 9/25/23, cc: M&C, JD, EH,

#22: Notice of Resignation from Louise Lindenmeier, Board of Health Member, recv'd 10/3/23, cc: M&C, BOH,

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

OCTOBER 5, 2023- 7:30 P.M.

CONSENT ITEMS

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

R2: Authorizing POs over Allowed Threshold – PARSA (4" sub trash pump)
SE Rose Trucking & Excavating (Scott Dr storm drainage)

R3: Authorizing Field and Facility Permit Application to Metanoia Coaching for Wounded Warrior 5K Run on November 4, 2023

R4: Authorizing Refund of Tax Duplicate Payment for 615 Mountain Boulevard, Block 501/ Lot 5

R5: Authorizing Purchase of Fuel through the Morris County Cooperative Pricing Council

R6: Authorizing the Extension of Added and Omitted Tax Due Date

R7: Authorizing Bill List

NON- CONSENT ITEMS

R8: Waiving Chapter 6-2.11 of the Borough Code for the Rescue Squad Tree of Lights Ceremony

R9: Authorizing the Appointment of Thomas M. McNulty as Fire Official

PUBLIC PORTION - GENERAL DISCUSSION

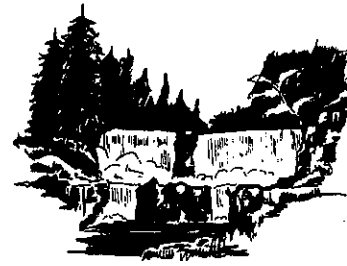
Individuals commenting are limited to 3 minutes per person. An Attorney will be given 5 minutes to present on behalf of a group.

R10: Authorizing Executive Session to Discuss Personnel Matters

ADJOURNMENT

The next meeting of the Mayor and Council will be Thursday, October 19, 2023 at 7:30 P.M.

BOROUGH OF WATCHUNG



Public Works Committee

Chair: Ead

Dahl

Abi-Habib

The Committee met with the Administrator, Borough Engineer, and Public Works Manager on September 26th and discussed the following:

- I. Mobus Field:
 - Pickleball, tennis and basketball courts completed
 - Bocci Court Construction slated for October 2023
 - Gaga court in discussion for passive recreation
 - Tree trimming for safety & stump grinding complete
 - Pavilion Currently being painted along with bathroom
 - Official ribbon-cutting of new facilities Oct 28th Harvest Festival
- II. PSE&G Updates (next phase: Hillcrest, Circle in front of Valley Furniture)
 - Work tent. Scheduled to begin November, exact dates to follow
 - Letter sent to PSE&G to set-up escrow prior to starting in Watchung
 - Plans for various additional roads throughout Watchung for new gas lines
 - Communication and updates to residents ongoing
- III. 2023 Road Project: (approved & awarded)
 - Anticipated start time: late October, dates to follow
 - Washington Rock, Reynolds& Meadowlark
- IV. 2024 Road Project: (Submitted to DOT est. Early Oct. or Nov. for return)----Vail Lane, Wolford Court, and Drift Road (3)-for DOT grant
- V. Endeavor:
 - Phase One in progress
 - Entrance and parking area stone in progress
 - Complete area seeded and growing new grass
- VI. Sidewalk/Valley Furniture across parking lot to Best Lake
 - Plans moving forward to begin work, tent. Scheduled for October
- VII. Culvert Repair Work:
 - Repairs made awaiting final sign-off/close-out
- VIII. Library Bridge
 - Engineering and design in progress
 - Work slated fall 2023
- IX. Phillips Bridge:
 - next steps on phase one design with engineering
 - Continued efforts to find grants and funding

- X. I & I Study
 - I-Bank funds & American Rescue funds in plans for repairs
- XI. Ness Farm:
 - Engineer working on plans and grant opportunities
- XII. Watchung Lake and Best Lake Dredge
 - Continued work in progress for options to clean/dredge
 - New Technology under consideration for perimeter clean-up
 - Pursuing all grant opportunities
- XIII. NJ DEP MS4 Permit Requirements:
 - In progress near completion
- XIV. Phase One Sidewalk Project: Completed
 - Valley Road from Best Lake to Bayberry
 - Phase two in planning slated for 2024
- XV. Islands at circle:
 - Island 1- Across from Chase: Complete
 - Island 2-Across from Borough Hall: scheduled for October
 - Island at base of Hillcrest: Complete
 - Island 3-Across from Rescue Squad: on hold due to PSE&G
- XVI. Fountains:
 - Regular checks & cleaning, challenges with lake growth
- XVII. Road Edge trimming:
 - Ongoing and County cleaned various road areas
- XVIII. Signs:
 - Best Lake, Watchung Lake signs installed
 - New dedication sign for Philips in construction
- XIX. Landscape Improvements:
 - Ongoing throughout the Borough
- XX. Cupola Light On Borough Hall installed
- XXI. Hometown Hero Banners for Veterans Day:
 - Veteran's banners will go up week of 10/9 for Veteran's Day
 - Dec. the winter banners go up
- XXII. Somerset Street:
 - Tree replacement scheduled fall-2023 for trees damaged by accidents
- XXIII. Catch Basins: remain ongoing, especially after rain and weather events
- XXIV. Holiday Lights scheduled for install w/o 10/9

BOROUGH OF WATCHUNG



Fire Committee

Chair: Dahl

Marano

Gibbs

Some members of the Fire Committee met with the Fire Chief on October 2nd and discussed the following:

- Existing fundraisers the Fire Department has held and where the funds were allocated
- Ways to expand on fundraising efforts, possible cornhole tourney, raffles, and additional posting efforts
- A pump truck apparatus needed for replacement
- Softball game
- North Plainfield Fire Department meeting for ladder truck, detailed dates need to be worked out

BOROUGH OF WATCHUNG



Recreation Commission

Member: Councilman Dahl

The Recreation Commission met Wednesday, September 6th and discussed preparation for the 2 upcoming events.

Recreation had the Movie in the Park (Puss and Boots the Last Wish) on September 22nd and was a giant success! Damaris is filling some big shoes and doing a GREAT job. The PBA sponsored the scream ice cream truck and multiple members were there in full support (including the Chief) as well as members from Fire, Rescue, and of course our DPW. Popcorn, candy, and drinks were complimentary and the weather held off for a great night...there was also a tremendous sunset!

Next for the Recreation Commission was the annual fishing derby held on October 1st which was the rain date listed (Sunday) and it turned out to be a spectacular day. Damaris along with multiple recreation members did a great job with the tent, sign ups, coffee, refreshments, and kept track of all the winners!

Mayor Jubin and most council members were also in attendance as well as our BA Mr. Damato...the derby was run by Mr. B (Valley View gym teacher) and some of his coaching staff from his fishing camps...Thank you Mr. B! All participants received a medal and the winners received trophies...it was a great day for Watchung...thank you to all who came out.

**BOROUGH OF WATCHUNG
RESOLUTION: R1**

WHEREAS, pursuant to Borough Code 2-45 et seq., the Borough's Community Emergency Response Team shall be under the supervision and control of the Borough's Emergency Management Coordinator; and

WHEREAS, OEM Coordinator, Carolyn Solon is hereby recommending the following appointment and the Mayor and Council wish to proceed with her recommendation and greatly appreciate the many volunteers who donate their time for the good and well being of all residents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Watchung, County of Somerset, State of New Jersey that the appointment of *Jessica Maddox* to Watchung's Community Emergency Response Team is hereby proudly confirmed.

Curt S. Dahl, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: OCTOBER 5, 2023
INDEX: APPOINTMENTS
C: C. SOLON,

**BOROUGH OF WATCHUNG
RESOLUTION: R2**

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

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

Vendor: Plainfield Area Regional Sewerage Authority, 200 Clay Ave, Middlesex, NJ
Item: 4" Sub Trash Pump 20HP
Total Price: \$26,256.00
Charged to: 3-01-450-201

Vendor: S.E. Rose Trucking & Excavating, Inc., 27 Passaic Ave, Warren, NJ
Item: Scott Drive Storm Drainage
Total Price: \$15,950.00
Charged to: 3-01-610-201

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: OCTOBER 5, 2023
INDEX: PURCHASING
C: B. HANCE

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

SHIP TO	
	VENDOR #:
VENDOR	P.A.R.S.A.
	200 CLAY AVENUE MIDDLESEX, NJ 08846
Phone: (732)968-2471 Fax: (732)968-2450	

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	23-00009

ORDER DATE: 01/04/23
 REQUISITION NO:
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	4" Sub Trash Pump 20HP	3-01- -450-201	26,256.0000	26,256.00
			TOTAL	26,256.00

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



Pumping Services, Inc.
201 Lincoln Blvd.
Middlesex, NJ 08846
(732) 469-4540
www.psiprocess.com

TO: Steven Grosso	FROM: Mark D. Trupkiewicz
Company: Plainfield Reg. Sewerage Auth.	Date: 09/20/2023
Fax #: mark.t@psiprocess.com	
RE: QUOTE SQ40425	

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DRAFT



PSI
PROCESS
Employee Owned

Pumping Services, Inc.

201 Lincoln Boulevard
Middlesex, NJ 08846
(732) 469-4540

www.psiprocess.com

Electrical Contractor Bus. Permit #34EB01825300

Service Quotation

Quote #	SQ40425
Quote Date	09/20/23
Date Printed	09/20/23
Page	1 of 2

BILL TO

000396
Plainfield Reg. Sewerage Auth.
200 Clay Ave.
Middlesex, NJ 08846

SHIP TO

Watchung Square Pump Station
Watchung Square Mall
Watchung, NJ
732-968-2471

CONTACT Steven Grosso	PAYMENT TERMS Net 30 Days Pending Approval	JOB #	INSTRUCTIONS PSI-020202 New Replacement
WRITTEN BY Mark D. Trupkiewicz	FREIGHT TERMS FREIGHT INCLUDED	SHIP VIA OUR TRUCK - PICK-UP REQUIRED	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
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-----> Description Of Service Job A <-----

New Replacement

-----> Solution Of Service Job A <-----

Pumping Services will furnish and deliver the following equipment. These charges are for the sale and distribution of this equipment only and are entirely independent of any charges for installation, other services or miscellaneous materials that may follow.

31530950005

1 26256.0000 EA 26,256.00

4" SUB TRASH PUMP 20HP

NP 462 460V 3PH 50' FM FLS FV

MODEL NP3153, IMPELLER CODE 462, VOLTAGE 460, PHASE 3,
DISCHARGE 4", 20 HP, 50' OF CABLE, DRILLED FOR MIX FLUSH
VALVE, WITH FLS, FACTORY MUTUAL EXPLOSION PROOF.

PRODUCT NUMBER 31530950005

-----> Description Of Service Job B <-----

Install Equipment

-----> Solution Of Service Job B <-----

We will provide the labor, material, and lifting means to install all of the above listed equipment unless otherwise noted in this proposal.

We will verify that the operation of the system is correct, voltage and amperage of the related equipment is within name plate rating. Run the station through automatic mode to ensure it is operating properly.

The cost of materials required during installation not listed, if applicable, is invoiced as an addition to the quoted labor charge if not listed.

LABORDAY2HD

1 1536.0073 EA 1,536.01

Two Man Crew with Truck

Half Day Labor Charge (4 Hours)

Continued...



PSI
PROCESS
Employee Owned

Pumping Services, Inc.

201 Lincoln Boulevard
Middlesex, NJ 08846
(732) 469-4540

www.psiprocess.com

Electrical Contractor Bus. Permit #34EB01825300

Service Quotation

Quote #	SQ40425
Quote Date	09/20/23
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Page	2 of 2

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
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DRAFT

Prices are valid for 15 days beyond the original quote date. Pumping Services, Inc. CANNOT store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or email and finally once by receipt requested email. Two weeks after receipt of our final email or its undeliverable return, Pumping Services, Inc. will dispose of the equipment.

SUB-TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
27,792.01	0.00	0.00	0.00	0.00	27,792.01

Acceptance of Proposal:

The preceding prices, specifications and conditions including those on the reverse side (rev. 2004.03.09) of this page are satisfactory and hereby accepted. You are authorized to proceed.

Signature Accepted By

Print Name

Purchase Order Number

Date: ___/___/___

Terms and Conditions - Rev. 2004.03.09

All orders shall be made out to Pumping Services, Inc. ("PSI") and shall be subject to acceptance by PSI. Hereafter, PSI is sometimes referred to interchangeably as the Seller and We. The purchaser of goods and services from PSI shall be referred to as the Buyer and You.

1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth herein, which supersede any conflicting terms and conditions of Buyer's purchase order, notwithstanding any statement in Buyer's purchase order to the contrary. Exceptions to any of Seller's terms and conditions must be contained in a typed statement received from the Buyer. Seller shall not be deemed to have waived any of its terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Seller. No representation of any kind has been made by Seller except as set forth herein. This agreement supersedes all prior writings and negotiations with respect thereto, and Seller is obligated to furnish only the quantities and items specifically listed on its proposal. Seller assumes no responsibility for furnishing other equipment or material shown on any plans and/or in specifications for a project.
 2. Seller shall not be responsible for any delays in shipping.
 3. Any claim that equipment, materials or services are unacceptable or nonconforming shall be made in writing to the Seller, within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made same shall be deemed waived, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services. Any statement of account sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections which the Buyer makes in writing to Seller within fifteen (15) days of the date of the statement. Failure to make such timely objection in writing shall be deemed an admission by Buyer that the amount set forth on the statement is due and owing to Seller and that, as of the date of the statement, there are no set-offs, credits or counterclaims which would affect the amount of such debt.
 4. Any errors in pricing or calculation are subject to correction.
 5. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer.
 6. In order to secure the obligations of Buyer to Seller, Buyer hereby grants to Seller, pursuant to Article 9 of the Uniform Commercial Code, a lien upon all equipment and materials sold by Seller to Buyer. In the event Buyer shall default in any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for in Article 9 of the Uniform Commercial Code. Buyer agrees to execute any documents deemed necessary to Seller to perfect the security interest granted herein.
 7. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, serviced or rented will be added for billing unless Buyer provides Seller with an appropriate exemption certificate.
 8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs which Seller pays.
 9. SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance.
 10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have occurred in the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.
 11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorneys' fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, repossession/retaking fees, transcript costs, the cost of experts' reports, and expert witness fees.
 12. Seller may, in its sole discretion, decline to deliver or provide equipment, materials or services except for cash, or stop equipment or materials in transit, whenever Seller has any reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Pro-rata payments shall become due with partial shipments. Where Buyer is responsible for any delay in shipment, the date of the completion of the equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and insurance costs.
 13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from or caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy thereof, or any delay in delivery or installation thereof, if being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or parts replacement as provided herein.
 14. Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on repairs/service is 90 days from the date of service. Seller, upon receipt of a customer request for service or repairs under its warranty, shall, during normal working hours, make the necessary adjustment, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with its written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumping.
 15. All services performed by Seller shall be charged on a time and materials basis unless a different charge is agreed to in writing in advance of such service. All field service involving sewage pumps and/or confined spaces require two (2) servicemen. Charges for services performed shall commence when Seller begins preparations at its shop and end upon the last serviceman's return. Travel time is billed at the same rate. Boom equipped service trucks, confined space entry, work at landfills or hazardous waste sites, mechanics and helpers, and all rental equipment and material utilized will be billed at Seller's then prevailing rates. All unscheduled service requested by Buyer without at least one business day's notice shall be charged at one and one half (1 1/2) times the Seller's then prevailing rates. There shall be a minimum charge for emergency service, which charge is subject to change without notice. Charges for emergency service commence when the servicemen leave home and end upon their return, if applicable.
- IN ADDITION TO THOSE TERMS AND CONDITIONS LISTED ABOVE, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY TO RENTAL TRANSACTIONS AND A RENTAL AGREEMENT IS UNDERSTOOD TO EXIST UNDER THE TERMS AND CONDITIONS LISTED BELOW IF EQUIPMENT IS RENTED BY BUYER REGARDLESS OF WHETHER BUYER SIGNS A SPECIFIC RENTAL CONTRACT (PSI IS HEREAFTER REFERRED TO AS "LESSOR" AND BUYER AS "LESSEE"):
16. LESSEE shall not encumber the rental contract or the equipment or permit the equipment to be removed to a location other than the address shown on the contract or credit application, or permit any others to use the equipment without LESSOR's prior written consent.
 17. LESSEE agrees to properly care for the equipment and to use it within its rated capacity, to restrict its use to LESSEE's qualified personnel who have been previously instructed in proper equipment operation, to prohibit anyone other than LESSOR's authorized personnel to repair or adjust the equipment, and to notify LESSOR immediately of accidents, disabilities, failures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefor from LESSOR for LESSOR's cost and expense of such repair. LESSEE shall be responsible for all ordinary maintenance of the equipment, including supplying fuel, oil, grease and water and daily checking of the general condition, including oil level, cooling system and batteries, recharging batteries, etc. LESSOR will service the equipment so as to maintain it in working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable times during business hours. LESSEE agrees to pay the difference between the straight use and overtime use for mechanic's time in performing such servicing.
 18. LESSEE agrees that LESSOR shall not be liable to LESSEE or the rental contract impugned based on LESSOR's failure to repair the equipment if disabled or furnish substitute equipment for any reason whatsoever. LESSOR shall, in no event, be liable for special or consequential damages of any nature whatsoever or however caused.
 19. The equipment is leased F.O.B. LESSOR's warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior written consent of LESSOR.
 20. LESSEE agrees at the termination of the contract to return, at LESSEE's expense, the equipment to LESSOR's warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.
 21. To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR and all of its agents, servants and employees from and against any and all claims, damages, loss, expenses and attorneys' fees arising out of or resulting from the operation, maintenance and use of the equipment.
 22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.
B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive general liability insurance, including contractual liability coverage, which insures both LESSEE and LESSOR and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage.
C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage's set forth above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates of insurance shall specifically state that LESSOR is an additional insured under LESSEE's policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess or concurrent with any other insurance coverage that may be available to LESSOR. The insurance so provided shall be effective during the period from the moment of delivery of each item of equipment to LESSEE until the moment of return or surrender of possession of the last such item of equipment to LESSOR or its authorized representative.
 23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESSEE at the address set forth on the contract or credit application.
 24. Any option to purchase the equipment upon any basis whatsoever given by LESSOR to LESSEE must be a separate written option duly signed by an officer of LESSOR. Unless such a written option is actually provided to LESSEE, it is understood that no option of any kind, written or oral, has been provided.
 25. All rates on gas and diesel driven equipment are based on an 8 hour day, 40 hour week, and 160 hour month. Overtime shall be charged by the hour at one and one-half (1 1/2) the then applicable rates. A rental month is 28 calendar days.
 26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR's warehouse. Rental ends upon return of the last item of equipment to LESSOR's warehouse. No allowance shall be made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in actual use while in LESSEE's possession. All transportation or trucking charges are to be paid by LESSEE.
 27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of the equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims are made within such 24-hour period, then said equipment shall be deemed to be in good, safe and serviceable condition, and fit for its intended uses, and LESSEE's right to make a claim for defects shall be deemed waived.
 28. Neither the whole, nor any part of the equipment hereby leased, shall be sublet, or suffered to be sublet, by LESSEE.
 29. The failure by LESSOR at any one or more times to insist upon strict performance by LESSEE of the terms and/or conditions of this agreement shall not be construed as a waiver of LESSOR's right to demand strict compliance with and performance under all terms and/or conditions hereunder. Notice of said demand for strict compliance is hereby waived and time is expressly made of the essence hereunder.
 30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machinery and LESSEE shall be responsible for payment for the fuel used at LESSOR's then prevailing rates.

BOROUGH OF WATCHUNG

15 Mountain Boulevard

Watchung, NJ 07069

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

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

NO. 23-01002

ORDER DATE: 09/29/23

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 #: SERTE
VENDOR	S.E. ROSE TRUCKING & EXCAVATING, INC. 27 PASSAIC AVENUE WARREN, NJ 07059
	Phone: (908)626-9001

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	scott Drive storm drainage	3-01- -610-201	15,950.0000	15,950.00
			TOTAL	15,950.00

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.

CFO/QPA

COUNCIL APPROVAL CAN BE SEEN

ON BILL LIST RESOLUTION

**BOROUGH OF WATCHUNG
RESOLUTION: R3**

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

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

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

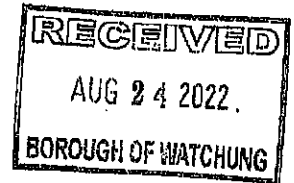
1. Elizabeth Nusser of Metanoia Coaching, to hold a Wounded Warrior 5K Run for the community, from 8:00 AM to 10:30 AM, on November 4, 2023 (Rain date: November 18, 2023).
2. All approvals are subject to having appropriate insurance coverage, applicable departmental approvals, and receipt of appropriate fees, if applicable.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: OCTOBER 5, 2023
INDEX: RECREATION
C: DQG, PD,

**BOROUGH OF WATCHUNG
RECREATION COMMISSION**



FIELD AND FACILITY PERMIT APPLICATION

NAME: Elizabeth Nusser

ADDRESS: [REDACTED] Warren, NJ 07059

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

EMAIL: [REDACTED] SPORT/EVENT Wounder Wainor 5K
to.com

Name of Organization, Team, Club Etc. Metanoia coaching

Profit Non-Profit ✓

FIELD USE

FEES

***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 Watchung Lake park

DATES 11/5/22 (rain date 11/19/22)

TIMES 8:00 am - 10:30 am

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 lmchetti@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"

HOLD-HARMLESS AGREEMENT

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

AN INDIVIDUAL: Name: Elizabeth Nusser OR

ORGANIZATION: Name: _____ 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 Elizabeth Nusser Date 10/11/23

on behalf of Metanola Coaching
Organization or Corporation or LLC

and

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

Date _____

Watchung Recreation Commission Facility/Field Use Policies and Lease Agreement

General Information

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

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

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

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

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

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

Renter Responsibilities

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

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

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

Name Elizabeth Nasser Signature [Signature] Date 10/1/23

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: Elizabeth Nusse

ORGANIZATION: Name: _____

CORPORATION or LLC: Name: Metanoia Coaching

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.

Elizabeth Huss

Authorized Signature

10/11/23

Date

Metanoia Coaching / Owner

Print Name of Organization, Corporation and Title of Signatory

10/11/23

Date

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

DRAFT

**BOROUGH OF WATCHUNG
RESOLUTION: R4**

WHEREAS, a duplicate tax payment was made by Mr. Harold Huggins and he is requesting a refund.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the Borough's Chief Financial Officer is hereby authorized to make the refund of said payment as detailed below:

Block 501 Lot 5
615 Mountain Boulevard
Harold Huggins
Amount: \$2,781.44

Christine B. Ead, Council President

Ronald Rubin, Ph.D., Mayor

ADOPTED: OCTOBER 5, 2023
INDEX: FINANCE-MISC
C: B. HANCE,

**BOROUGH OF WATCHUNG
RESOLUTION: R5**

WHEREAS, the Borough of Watchung needs to award contracts for the purchase of unleaded and diesel fuel; and

WHEREAS, the Qualified Purchasing Agent has determined that the best prices for the fuel are available through the Morris County Cooperative Pricing Council, of which the Borough is a member.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Watchung that the Chief Financial Officer is authorized to make the following purchases for the 2023 calendar year:

Diesel Fuel – MCCPC Contract #12

Allied Oil LLC

Delivery Cost Per Gallon Added to Cost of Diesel Fuel: \$0.2188

Motor Gasoline – MCCPC Contract #1

Allied Oil LLC

Trucking and Delivery Cost Per Gallon: \$0.1750

Not to exceed \$150,000.00 per year

The Chief Financial Officer has certified that funds are available in the current year budget.

William J. Hance, Chief Financial Officer

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: OCTOBER 5, 2023
INDEX: FINANCE-MISC.
C: B. HANCE,

**BOROUGH OF WATCHUNG
RESOLUTION: R6**

WHEREAS, the 2023 added & omitted assessment bills were not finalized in time for the regular mailing date; and

WHEREAS, the Borough must allow for 25 days from the date of mailing for the bills to begin accruing interest.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Watchung that the Tax Collector is hereby authorized to extend the grace period for the 2023 added and omitted assessment bills to November 15, 2023 as per NJ State Statute provisions.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: OCTOBER 5, 2023
INDEX: FINANCE-MISC.
C: B. HANCE,

**BOROUGH OF WATCHUNG
RESOLUTION: R7**

BE IT RESOLVED, by the Mayor and Council of the Borough of Watchung,
that the Borough Treasurer be, and is hereby directed to pay bills in the amount of
\$2,621,856.26 per the attached bill list. The expenditures can be broken down into
the following categories:

Affordable Housing Trust	\$	620.00
Animal Control	\$	10.20
Capital Fund	\$	45,215.70
Developer's Escrow	\$	5,539.35
Other Escrow	\$	27,730.95
Watchung Board of Education Taxes	\$	1,252,343.00
Watchung Hills Regional High School	\$	703,580.00
Current Fund	\$	586,817.06
Total Expenditures:	\$	2,621,856.26

Robert Gibbs

Curt Dahl

Paul Fischer

Paolo Marano

Christine Ead, Council President

Sonia Abi Habib

William J. Horne, CFO

Ronald Jubin, Mayor

James Damato, Administrator

Date: October 5, 2023
Index: Finance
C: Finance

September 29, 2023
11:48 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: 09/19/23 to 09/29/23
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

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

AFFORD HOUSING AFFORDABLE HOUSING TRUST FUND

694	09/29/23	CGPH CGP&H					5727
22-00826	12	affordable housing admin agent	620.00	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:	1	0	620.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	620.00	0.00

ANIMAL CONTROL Investors Animal Control Trust

1083	09/29/23	NJDHS NJ DEPT OF HEALTH & SENIOR SER					5726
23-00032	8	August DL#189-194	10.20	D-11- -100-201	Budget		1 1
				Animal Control Trust Fund			

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	10.20	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	10.20	0.00

CAPITAL ACCOUNT Investors Savings Capital Fund

2352	09/29/23	NORTHEA2 Northeast Cabling Group					5725
23-00581	1	Phillips Field security camera	13,539.00	C-02- -915-A14	Budget		2 1
				Security Upgrades Public Buildings			
23-00582	1	Mobus Park security cameras	21,337.00	C-02- -915-A14	Budget		3 1
				Security Upgrades Public Buildings			
			34,876.00				

2353	09/29/23	WELDONMA Weldon Materials					5725
23-00428	2	communications tower lease	10,339.70	C-02- -815-B01	Budget		1 1
				Acquisition of Communications Equipment			

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	45,215.70	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	45,215.70	0.00

CURRENT FUND Investors Bank Current Fund

40817	09/22/23	AMAZ Amazon Capital Services, Inc					5721
23-00926	1	MMA Gloves	32.99	3-01- -190-239	Budget		16 1
				Uniforms, Clothing Expense			
23-00926	2	Shock Doctor Mouth Guard	24.86	3-01- -190-239	Budget		17 1
				Uniforms, Clothing Expense			
23-00926	3	Elite Sports Head Gear Blk	29.99	3-01- -190-239	Budget		18 1
				Uniforms, Clothing Expense			
23-00926	4	Mini Oxygen Regulator	48.00	3-01- -190-231	Budget		19 1
				Emergency & Safety Supplies			
23-00926	5	Out of Service Magnets	49.90	3-01- -190-232	Budget		20 1
				General Supplies, NOC			

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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							
40817	Amazon	Capital Services, Inc	Continued				
23-00926	6	Shipping of Magnets	7.95	3-01- -190-232 General Supplies, NOC	Budget		21 1
23-00929	1	Family Movie Night Essentials	119.57	3-01- -245-217 Special Events	Budget		22 1
23-00932	1	Fishing Derby Banners	120.96	2-01- -245-245 Signs	Budget		23 1
			434.22				
40818	09/22/23	ASCARANO Angelo Scarano Inc.					5721
23-00916	1	Temporary Restrooms	125.00	3-01- -245-265 Misc. Rental Costs	Budget		12 1
40819	09/22/23	ATLAN ATLANTIC TACTICAL					5721
23-00862	1	Duty Holster w/o optics	129.00	3-01- -190-232 General Supplies, NOC	Budget		4 1
40820	09/22/23	BARDY BARDY FARMS					5721
23-00917	1	DPW HAY BALES	69.90	3-01- -155-254 Other Materials & Supplies	Budget		13 1
40821	09/22/23	BHPHOTO B & H Photo Video					5721
23-00955	1	LG 23.8" Monitor LG24MP400B	187.90	3-01- -185-233 Computer Expenses	Budget		53 1
23-00955	2	Dell Optiplex 7010 Computer	1,649.72	3-01- -185-233 Computer Expenses	Budget		54 1
23-00955	3	Dell Optiplex 7010 Computer	824.86	3-01- -610-203 Office Equipment	Budget		55 1
			2,662.48				
40822	09/22/23	BRIMC Brian McLaughlin					5721
23-00909	1	Hard Drive from Amazon	55.43	3-01- -190-233 Computer Expense	Budget		9 1
23-00909	2	Hard Drive from BJ's	59.99	3-01- -190-233 Computer Expense	Budget		10 1
			115.42				
40823	09/22/23	DEER ReadyRefresh by Nestle					5721
23-00050	13	Monthly Drinking Water	349.04	3-01- -190-283 Unclassified Expenses	Budget		2 1
40824	09/22/23	FEDEX FEDEX					5721
23-00433	11	planning board postage	48.42	3-01- -160-281 Prof. & Cons. Servs. Other	Budget		3 1
40825	09/22/23	FORT SUN LIFE FINANCIAL					5721
23-00958	1	October Payment	539.36	3-01- -175-394 Life Insurance	Budget		59 1
40826	09/22/23	HANCE WILLIAM HANCE					5721
23-00007	36	BJs Movie night refreshments	110.50	3-01- -245-217 Special Events	Budget		1 1

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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							
40827	09/22/23	IIMC INT. INSTITUTE OF MUN. CLERKS					5721
23-00913	1	Annual Membership Dues 9/2024	185.00	3-01- -120-256 Membership Dues	Budget		11 1
40828	09/22/23	INTERGLO Interglobe Communications					5721
23-00956	1	September Payment	1,198.10	3-01- -283-459 Telephone	Budget		56 1
40829	09/22/23	MEDEMERG Medemerge, PA					5721
23-00953	1	Edward Roberts 3rd	276.00	3-01- -185-285 Physical Exams	Budget		49 1
23-00953	2	Edward Roberts 3rd	241.16	3-01- -185-285 Physical Exams	Budget		50 1
23-00953	3	Edward Roberts 3rd	33.00	3-01- -185-285 Physical Exams	Budget		51 1
23-00954	1	COery Spatz	66.00	3-01- -185-285 Physical Exams	Budget		52 1
23-00957	1	Vitelli Anthony	203.00	3-01- -185-285 Physical Exams	Budget		57 1
23-00957	2	Vitelli Anthony	105.00	3-01- -185-285 Physical Exams	Budget		58 1
			924.16				
40830	09/22/23	PANGA005 Pangaro Training & Management					5721
23-00921	1	Planning Active Shooter Drill	125.00	3-01- -190-276 Training Aids & Program	Budget		14 1
40831	09/22/23	SFL SIRCHIE FINGERPRINT LAB.					5721
23-00922	1	Shipping	10.00	3-01- -190-232 General Supplies, NOC	Budget		15 1
40832	09/22/23	TAB TAB PRODUCTS CO.					5721
23-00895	1	Oran Pkt LTR Hi Guss 3.5"exp	715.00	3-01- -190-227 Office Supplies & Materials	Budget		7 1
23-00895	2	Shipping & Handling	62.02	3-01- -190-227 Office Supplies & Materials	Budget		8 1
			777.02				
40833	09/22/23	VERS V.E. RALPH & SON, INC.					5721
23-00889	1	Adult Non-Rebreath Mask	67.50	3-01- -190-231 Emergency & Safety Supplies	Budget		5 1
23-00889	2	Pediatric Non-Rebreath Mask	45.00	3-01- -190-231 Emergency & Safety Supplies	Budget		6 1
			112.50				
40834	09/22/23	WAT01 WATCHUNG BORO. PAYROLL ACCT.					5721
23-00950	1	Watchung Boro Payroll	1,498.23	3-01- -165-111 Salary & Wage	Budget		24 1
23-00950	2	Watchung Boro Payroll	271.16	3-01- -200-111 Salary & Wage	Budget		25 1
23-00950	3	Watchung Boro Payroll	741.08	3-01- -255-111 Salary & Wage	Budget		26 1

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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							
40834 WATCHUNG BORO. PAYROLL ACCT. Continued							
23-00950	4	Watchung Boro Payroll	875.00	3-01- -110-111 Salary & Wage	Budget		27 1
23-00950	5	Watchung Boro Payroll	7,916.66	3-01- -115-111 Salary & Wage	Budget		28 1
23-00950	6	Watchung Boro Payroll	6,315.84	3-01- -115-111 Salary & Wage	Budget		29 1
23-00950	7	Watchung Boro Payroll	9,130.87	3-01- -120-111 Salary & Wage	Budget		30 1
23-00950	8	Watchung Boro Payroll	8,673.79	3-01- -130-111 Salary & Wage	Budget		31 1
23-00950	9	Watchung Boro Payroll	3,247.31	3-01- -175-401 Health Insurance Waiver	Budget		32 1
23-00950	10		4,383.90	3-01- -135-111 Salary & Wage	Budget		33 1
23-00950	11	Watchung Boro Payroll	2,348.95	3-01- -140-111 Salary & Wage	Budget		34 1
23-00950	12	Watchung Boro Payroll	2,468.04	3-01- -140-111 Salary & Wage	Budget		35 1
23-00950	13	Watchung Boro Payroll	11,994.79	3-01- -205-111 Salary & Wage	Budget		36 1
23-00950	14	Watchung Boro Payroll	192.74	3-01- -205-112 Overtime	Budget		37 1
23-00950	15	Watchung Boro Payroll	151,704.45	3-01- -190-111 Salary & Wage	Budget		38 1
23-00950	16	Watchung Boro Payroll	3,750.00	3-01- -175-401 Health Insurance Waiver	Budget		39 1
23-00950	17	Watchung Boro Payroll	10,248.24	3-01- -190-112 Overtime	Budget		40 1
23-00950	18	Watchung Boro Payroll	14,395.95	3-01- -205-111 Salary & Wage	Budget		41 1
23-00950	19	Watchung Boro Payroll	810.27	3-01- -175-401 Health Insurance Waiver	Budget		42 1
23-00950	20	Watchung Boro Payroll	7,722.17	3-01- -250-111 Salary & Wage	Budget		43 1
23-00950	21	Watchung Boro Payroll	1,037.83	3-01- -265-111 Salary & Wage	Budget		44 1
23-00950	22	Watchung Boro Payroll	2,751.66	3-01- -405-111 Salary & Wage	Budget		45 1
23-00950	24	Watchung Boro Payroll	10,205.31	3-01- -310-218 Social Security / Medicare	Budget		46 1
23-00950	25	Watchung Boro Payroll	62.87	3-01- -307-283 DCRP	Budget		47 1
23-00950	26	Watchung Boro Payroll	125.00	3-01- -110-111 Salary & Wage	Budget		48 1
			262,872.11				
466	09/28/23	PURCH PURCHASE POWER					5722
23-00506	9	postage	1,000.00	3-01- -405-257 Postage	Budget		1 1

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PO #	Item	Description					Ref Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
467	09/28/23	WAT06 WATCHUNG BOROUGH DEV. ESCROW					5722
23-00979	1	interfund	1,250.00	3-01- -935-999 Due to Escrow Holders	Budget		2 1
40835	09/29/23	ADS Action Data Services					5724
23-00023	23	payroll processing	359.99	3-01- -130-281 Prof. & Contr. Services-Other	Budget		18 1
40836	09/29/23	AMAZ Amazon Capital Services, Inc					5724
23-00971	1	Lenovo i5 Laptop 40gbRam 1TB	899.99	3-01- -190-233 Computer Expense	Budget		39 1
40837	09/29/23	ANIMALCO Animal Control Solutions					5724
23-00128	13	2023 animal control Oct	1,677.00	3-01- -235-273 Other Contracted Service	Budget		19 1
23-00128	17	Emergency service 7/5/23	60.00	3-01- -235-273 Other Contracted Service	Budget		20 1
			1,737.00				
40838	09/29/23	BEL VERIZON					5724
23-00985	1	Verizon	16,781.22	3-01- -283-459 Telephone	Budget		48 1
40839	09/29/23	BHPHOTO B & H Photo Video					5724
23-00978	1	Microsoft office professional	395.92	3-01- -610-203 Office Equipment	Budget		41 1
23-00978	2	CyberPower UPC CYSL700U	140.62	3-01- -610-203 Office Equipment	Budget		42 1
			536.54				
40840	09/29/23	DEERC DEER CARCASS REMOVAL SERVICE					5724
23-00219	4	539 Gentian Ln deer removal	50.00	3-01- -190-282 Specialized Services	Budget		21 1
40841	09/29/23	DLGS DIV.OF LOCAL GOVERNMENT SERV.					5724
23-00982	1	tax collector license renewal	50.00	3-01- -140-276 Training Aids & Programs	Budget		43 1
40842	09/29/23	FEDEX FEDEX					5724
23-00433	12	planning board postage	41.61	3-01- -160-281 Prof. & Cons. Servs. Other	Budget		24 1
40843	09/29/23	FIT-RITE FIT-RITE UNIFORM COMPANY, INC.					5724
23-00964	1	Inert Canister,Duffle,Book	198.98	3-01- -190-283 Unclassified Expenses	Budget		37 1
23-00964	2	Inert Canister,Duffle,Book	198.98	3-01- -190-239 Uniforms, Clothing Expense	Budget		38 1
			397.96				
40844	09/29/23	GEN-ELSA GEN-EL SAFETY & INDUSTRIAL PRO					5724
23-00845	1	CALIBRATION	628.18	3-01- -185-231 Emergency & Safety Supplies	Budget		30 1

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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							
40845	09/29/23	GENERALC General Code					5724
23-00910	1	Annual Maintenance	1,195.00	3-01- -120-226	Budget		31 1
				Books, Subs. & Periodicals			
40846	09/29/23	GPU JCP & L					5724
23-00984	1	September payment	177.91	3-01- -283-263	Budget		47 1
				Electricity			
40847	09/29/23	HANCE WILLIAM HANCE					5724
23-00007	37	fishing derby supplies	63.55	3-01- -245-217	Budget		10 1
				Special Events			
23-00007	38	constant contact 9/24	45.00	3-01- -115-233	Budget		11 1
				Computer Expenses			
23-00007	39	onstar for Chevy Bolt	42.64	3-01- -250-267	Budget		12 1
				Office Furniture & Equip. Srv.			
			151.19				
40848	09/29/23	HUGGINS Harold Huggins					5724
23-00990	1	tax overpayment refund	2,781.44	3-01- -921-999	Budget		73 1
				REFUND TAX OVERPAYMENT			
23-00990	2	correction	1,206.25	3-01- -921-999	Budget		74 1
				REFUND TAX OVERPAYMENT			
23-00990	3	correction	1,206.25	3-01- -930-999	Budget		75 1
				Due To Others			
			2,781.44				
40849	09/29/23	JJARTCON J & J Art Conservation Service					5724
23-00779	4	storage fee for mural	150.00	3-01- -280-273	Budget		29 1
				Other Contracted Services			
40850	09/29/23	LIFES LIFESAVERS, INC.					5724
23-00690	1	AED Package	1,790.00	3-01- -190-231	Budget		26 1
				Emergency & Safety Supplies			
40851	09/29/23	LINNU FRANCIS P LINNUS ESQ					5724
23-00005	36	general services	445.50	3-01- -165-281	Budget		3 1
				Prof. & Cons. Srvs. Other			
23-00005	37	9/20 planning board meeting	1,250.00	3-01- -165-281	Budget		4 1
				Prof. & Cons. Srvs. Other			
			1,695.50				
40852	09/29/23	MCP MONMOUTH COUNTY POLICE ACADEMY					5724
23-00923	1	Solo Officer Response Training	200.00	3-01- -190-276	Budget		32 1
				Training Aids & Program			
40853	09/29/23	MEDEMERG Medemerge, PA					5724
23-00963	1	Stress Test - Recruit Aldana	150.00	3-01- -190-283	Budget		35 1
				Unclassified Expenses			
23-00963	2	Physical - Recruit Aldana	309.00	3-01- -190-283	Budget		36 1
				Unclassified Expenses			
			459.00				

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PO #	Item	Description					Ref Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
40854	09/29/23	MORPHO IDEMIA					5724
23-00935	1	Livescan Maintenance Agreement	3,930.57	3-01- -190-273	Budget		34 1
				Other Contractual Service			
40855	09/29/23	NJAWC NJ AMERICAN WATER					5724
23-00983	1	NJ American W 2nd 9/2023paymen	17,334.20	3-01- -283-664	Budget		44 1
				Water (fire hydrant)			
23-00983	2	NJ American W 2nd 9/2023paymen	11.71	3-01- -283-564	Budget		45 1
				Water			
23-00983	3	NJ American W 2nd 9/2023paymen	125.26	3-01- -283-564	Budget		46 1
				Water			
			17,471.17				
40856	09/29/23	NJHMG005 New Jersey Hills Media Group					5724
23-00972	1	Legal AD BOA 9/20/23	70.88	3-01- -165-255	Budget		40 1
				Advertising & Promotional			
40857	09/29/23	PURCH PURCHASE POWER					5724
23-00506	8	postage	2,000.00	3-01- -405-257	Budget		25 1
				Postage			
40858	09/29/23	RPINT RAUL M PINTO					5724
23-00347	8	court 6/14 & 6/28 interpreter	356.25	3-01- -405-282	Budget		22 1
				Specialized Services			
40859	09/29/23	RUTKO Rutko Engraving Systems, LLC					5724
23-00755	2	wood blocks for name plates	12.50	3-01- -165-227	Budget		27 1
				Office Supplies & materials			
40860	09/29/23	SAVOSCHA Savo, Schalk, Corsini, Warner					5724
23-00006	40	attorney services	157.50	3-01- -165-281	Budget		5 1
				Prof. & Cons. Servs. Other			
23-00006	41	BA23-10 services	1,435.00	3-01- -165-281	Budget		6 1
				Prof. & Cons. Servs. Other			
23-00006	42	BA23-09 services	210.00	3-01- -165-281	Budget		7 1
				Prof. & Cons. Servs. Other			
23-00006	43	BA23-09 services	1,575.00	3-01- -165-281	Budget		8 1
				Prof. & Cons. Servs. Other			
23-00006	44	BA23-03 services	297.50	3-01- -165-281	Budget		9 1
				Prof. & Cons. Servs. Other			
			3,675.00				
40861	09/29/23	SCESTA SOMERSET COUNTY EMERGENCY					5724
23-00931	1	FIREFIGHTER I TRAINING	300.00	3-01- -185-276	Budget		33 1
				Training Aids & Programs			
40862	09/29/23	STAPL STAPLES BUSINESS ADVANTAGE					5724
23-00772	4	kitchen supplies	210.66	3-01- -205-235	Budget		28 1
				Food & Drugs			

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num
PO #	Item	Description						
CURRENT FUND Investors Bank Current Fund Continued								
40863	09/29/23	TOSHI TOSHIBA BUSINESS SOLUTIONS						5724
23-00014	24	fax services	44.84	3-01- -283-459 Telephone	Budget		13	1
23-00014	25	printer service	186.00	3-01- -115-233 Computer Expenses	Budget		14	1
23-00014	26	printer service	186.00	3-01- -115-233 Computer Expenses	Budget		15	1
23-00014	27	fax service	44.84	3-01- -115-233 Computer Expenses	Budget		16	1
			461.68					
40864	09/29/23	TOSHIBA Toshiba Financial Services						5724
23-00015	41	copier lease	474.48	3-01- -120-228 Photocopy Expense	Budget		17	1
40865	09/29/23	VW VERIZON WIRELESS						5724
23-00986	1	October Payment	1,871.84	3-01- -283-459 Telephone	Budget		49	1
40866	09/29/23	WAT01 WATCHUNG BORO. PAYROLL ACCT.						5724
23-00987	1	Watchung Boro Payroll	1,236.20	3-01- -165-111 Salary & Wage	Budget		50	1
23-00987	2	Watchung Boro Payroll	271.16	3-01- -200-111 Salary & Wage	Budget		51	1
23-00987	3	Watchung Boro Payroll	741.08	3-01- -255-111 Salary & Wage	Budget		52	1
23-00987	4	Watchung Boro Payroll	875.00	3-01- -110-111 Salary & Wage	Budget		53	1
23-00987	5	Watchung Boro Payroll	7,916.66	3-01- -115-111 Salary & Wage	Budget		54	1
23-00987	6	Watchung Boro Payroll	9,130.87	3-01- -120-111 Salary & Wage	Budget		55	1
23-00987	7	Watchung Boro Payroll	8,673.79	3-01- -130-111 Salary & Wage	Budget		56	1
23-00987	8	Watchung Boro Payroll	3,910.87	3-01- -135-111 Salary & Wage	Budget		57	1
23-00987	9	Watchung Boro Payroll	2,348.95	3-01- -140-111 Salary & Wage	Budget		58	1
23-00987	10	Watchung Boro Payroll	2,468.04	3-01- -150-111 Salary & Wages	Budget		59	1
23-00987	11	Watchung Boro Payroll	11,994.79	3-01- -205-111 Salary & Wage	Budget		60	1
23-00987	12	Watchung Boro Payroll	223.38	3-01- -205-112 Overtime	Budget		61	1
23-00987	13	Watchung Boro Payroll	270.00	3-01- -187-111 Salary & Wage	Budget		62	1
23-00987	14	Watchung Boro Payroll	151,704.45	3-01- -190-111 Salary & wage	Budget		63	1
23-00987	15	Watchung Boro Payroll	17,386.19	3-01- -190-112 Overtime	Budget		64	1
23-00987	16	Watchung Boro Payroll	13,235.95	3-01- -205-111 Salary & Wage	Budget		65	1

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PO #	Item	Description					Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
40866 WATCHUNG BORO. PAYROLL ACCT. Continued							
23-00987	17	Watchung Boro Payroll	116.53	3-01- -205-112 Overtime	Budget		66 1
23-00987	18	Watchung Boro Payroll	7,428.72	3-01- -205-111 Salary & Wage	Budget		67 1
23-00987	19	Watchung Boro Payroll	518.92	3-01- -265-111 Salary & Wage	Budget		68 1
23-00987	20	Watchung Boro Payroll	2,751.66	3-01- -405-111 Salary & Wage	Budget		69 1
23-00987	21	Watchung Boro Payroll	9,495.01	3-01- -310-218 Social Security / Medicare	Budget		70 1
23-00987	22	Watchung Boro Payroll	113.05	3-01- -307-283 DCRP	Budget		71 1
23-00987	23	Watchung Boro Payroll	45.00	3-01- -250-111 Salary & Wage	Budget		72 1
			252,856.27				
40867 09/29/23 WBBOE WATCHUNG BOROUGH BOARD OF ED 5724							
23-00001	11	school taxes November	1,252,343.00	3-01- -901-999 WAT BD OF ED TAXES PAYABLE	Budget		1 1
40868 09/29/23 WELDONMA Weldon Materials 5724							
23-00428	3	annual lease 2019 - 2024	6.00	3-01- -185-224 Communications Equip.	Budget		23 1
40869 09/29/23 WHRHS WATCHUNG HILLS REG.HIGH SCHOOL 5724							
23-00002	11	school taxes November	703,580.00	3-01- -902-999 WHRHS TAXES PAYABLE	Budget		2 1
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
Checks:			55	0	2,542,740.06	0.00	
Direct Deposit:			0	0	0.00	0.00	
Total:			55	0	2,542,740.06	0.00	
PNC DEV ESCROW Investors Developer Escrow							
11 09/28/23	WAT03	WATCHUNG BOROUGH CURRENT FUND					5723
23-00981	1	developer escrow interest	2,926.35	E-INTEREST Interest Due to Current	Project		1 1
12 09/28/23 WAT03 WATCHUNG BOROUGH CURRENT FUND 5723							
23-00980	1	road opening permit	25.00	E-R023-45 15 Dug Way R023-045	Project		2 1
23-00980	2	road opening permit	25.00	E-R023-46 45 Orchard Road R023-046	Project		3 1
23-00980	3	road opening permit	25.00	E-R023-47 45 Templar Drive R023-047	Project		4 1
23-00980	4	engineering review fee	100.00	E-R023-47 45 Templar Drive R023-047	Project		5 1
23-00980	5	engineering review fee	100.00	E-R023-46 45 Orchard Road R023-046	Project		6 1
23-00980	6	engineering review fee	100.00	E-R023-45 15 Dug Way R023-045	Project		7 1

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BOROUGH OF WATCHUNG
Check Register By Check Date

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Item	Description	Contract	Ref Seq Acct
Amount Paid	Charge Account	Account Type		
PNC DEV ESCROW Investors Developer Escrow Continued				
12 WATCHUNG BOROUGH CURRENT FUND Continued				
23-00980	7	engineering review fee	E-BOND2341	8 1
			705 Johnston Drive	
23-00980	8	road opening permit	E-BOND2341	9 1
			705 Johnston Drive	
23-00980	9	land disturbance permit	E-E23-0049	10 1
			151 Johnston Drive	
23-00980	10	land disturbance permit	E-E23-0068	11 1
			17 Falls View	
23-00980	11	land disturbance permit	E-E23-0069	12 1
			19 Falls View	
23-00980	12	land disturbance permit	E-E23-108	13 1
			213 Hillcrest Road	
23-00980	13	land disturbance permit	E-E23-107	14 1
			25 Dug Way	
23-00980	14	land disturbance permit	E-E23-0160	15 1
			Starbucks	
23-00980	15	land disturbance permit	E-E23-0148	16 1
			808 Valley Road GCP-23-00148	
23-00980	16	land disturbance permit	E-E23-0232	17 1
			Blue Star Shopping Center	
23-00980	17	road opening permit	E-E23-108	18 1
			213 Hillcrest Road	
23-00980	18	road opening permit	E-R023-48	19 1
			130 Nottingham Drive	
23-00980	19	engineering review fee	E-R023-48	20 1
			130 Nottingham Drive	
23-00980	20	engineering review fee	E-E23-108	21 1
			213 Hillcrest Road	
			960.00	
15567 09/29/23 LINNU FRANCIS P LINNUS ESQ				
23-00005	34	Shop Rite	E-PB22-01	5729 1 1
			1701 Rt 22 Shop Rite	
23-00005	35	Bonnie Burn Road	E-PB19-01	2 1
			Bonnie Burn Road Redevelopment	
			1,600.50	
15568 09/29/23 SAVOSCHA Savo, Schalk, Corsini, Warner				
23-00006	39	attorney services	E-BA22-02A	5729 3 1
			404 Johnston Drive BA22-02	
Checking Account Totals				
		<u>Paid</u>	<u>Amount Paid</u>	<u>Amount Void</u>
		Checks: 4	5,539.35	0.00
		Direct Deposit: 0	0.00	0.00
		Total: 4	5,539.35	0.00
PNC OTHER ESC Investors Savings Other Escrow				
15424 09/29/23 SCHOOLOU School Outfitters				
23-00771	1	Shapes Series II Stacks Nested	T-93- -100-110	8728 1 1
			Watchung Public Library Advisory Board	

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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 Seq	Num Acct
PO #		Item Description						
PNC OTHER ESC Investors Savings Other Escrow Continued								
15424	School Outfitters	Continued						
23-00771	2	Shapes Series II Stacks Nested	584.88	T-93- -100-110	Budget		2	1
				Watchung Public Library Advisory Board				
23-00771	3	shipping	354.90	T-93- -100-110	Budget		3	1
				Watchung Public Library Advisory Board				
			1,597.66					
15425 09/29/23 WAT01 WATCHUNG BORO. PAYROLL ACCT.								
23-00951	1	Watchung Boro PD Payroll	7,862.50	T-93- -100-5ED	Budget		4	1
				Extra Duty Solutions Funds				
23-00951	2	Watchung Boro PD Payroll	787.50	T-93- -100-502	Budget		5	1
				Levin Management (Blue Star)				
23-00988	1	Watchung Boro PD Payroll	12,140.00	T-93- -100-5ED	Budget		8	1
				Extra Duty Solutions Funds				
			20,790.00					
15426 09/29/23 WAT03 WATCHUNG BOROUGH CURRENT FUND								
23-00952	1	Watchung Boro PD Adming Fees	2,035.00	T-93- -100-5ED	Budget		6	1
				Extra Duty Solutions Funds				
23-00952	2	Watchung Boro PD Adming Fees	166.25	T-93- -100-502	Budget		7	1
				Levin Management (Blue Star)				
23-00989	1	Watchung Boro PD Admin Fees	3,142.04	T-93- -100-5ED	Budget		9	1
				Extra Duty Solutions Funds				
			5,343.29					
Checking Account Totals								
		Paid	Void	Amount Paid	Amount Void			
	Checks:	3	0	27,730.95	0.00			
	Direct Deposit:	0	0	0.00	0.00			
	Total:	3	0	27,730.95	0.00			
Report Totals								
		Paid	Void	Amount Paid	Amount Void			
	Checks:	66	0	2,621,856.26	0.00			
	Direct Deposit:	0	0	0.00	0.00			
	Total:	66	0	2,621,856.26	0.00			

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	2-01	120.96	0.00	0.00	120.96
Current Fund	3-01	2,542,619.10	0.00	0.00	2,542,619.10
Capital Fund	C-02	45,215.70	0.00	0.00	45,215.70
	D-11	10.20	0.00	0.00	10.20
	H-06	620.00	0.00	0.00	620.00
	T-93	27,730.95	0.00	0.00	27,730.95
Total of All Funds:		2,616,316.91	0.00	0.00	2,616,316.91

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Project Description	Project No.	Project Total
404 Johnston Drive BA22-02	E-BA22-02A	52.50
705 Johnston Drive	E-BOND2341	175.00
151 Johnston Drive	E-E23-0049	20.00
17 Falls View	E-E23-0068	20.00
19 Falls View	E-E23-0069	20.00
808 valley Road GCP-23-00148	E-E23-0148	20.00
Starbucks	E-E23-0160	20.00
Blue Star Shopping Center	E-E23-0232	20.00
25 Dug Way	E-E23-107	20.00
213 Hillcrest Road	E-E23-108	145.00
Interest Due to Current	E-INTEREST	2,926.35
Bonnie Burn Road Redevelopment	E-PB19-01	1,526.25
1701 Rt 22 Shop Rite	E-PB22-01	74.25
15 Dug Way R023-045	E-R023-45	125.00
45 Orchard Road R023-046	E-R023-46	125.00
45 Templar Drive R023-047	E-R023-47	125.00
130 Nottingham Drive	E-R023-48	125.00
Total of All Projects:		5,539.35

**BOROUGH OF WATCHUNG
RESOLUTION: R8**

WHEREAS, the Annual Rescue Squad Tree of Lights Celebration will be held on December 2, 2023 with a rain date of December 3, and permission has been requested to include a Fireworks Display; and

WHEREAS, the fireworks display will be sponsored by the Watchung Rescue Squad; and

WHEREAS, the Watchung Rescue Squad has asked that the Mayor and Council waive the section of the Borough Code prohibiting the discharge of fireworks for this event, as set forth in Chapter 6-2.11 of the Code of the Borough of Watchung; and

WHEREAS, the Rescue Squad has filed a Firework Permit Application with the Borough Fire Official and upon the Fire Official's recommendation the Mayor and Council hereby authorize the waiver of the Firework Permit Fee of \$427.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Watchung that the prohibition of the discharge of fireworks is hereby waived along with applicable borough fees for the Annual Tree of Lights celebration scheduled for December 2, 2023, with a rain date of December 3, 2023 in the Village Green.

Robert Gibbs, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: OCTOBER 5, 2023
INDEX: MISC.
C: POLICE, FIRE OFFICIAL,
RESCUE SQUAD, FIRE DEPT.

BOROUGH OF WATCHUNG
RESOLUTION: R9

BE IT HEREBY RESOLVED, by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that **Thomas M. McNulty** be hereby appointed as **Fire Official**, at an hourly rate of \$45.00 per hour, effective October 10, 2023, is hereby confirmed.

Paul Fischer, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: OCTOBER 5, 2023
INDEX: APPOINTMENTS
C: FINANCE,

DRAFT

**BOROUGH OF WATCHUNG
RESOLUTION: R10**

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 October 5, 2023.
2. The general nature of the subject matters to be discussed are:
 - a. Personnel Matters concerning Police Department
3. Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.
4. The Borough Council may take official action on those items discussed in executive session upon completion of the executive session.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: OCTOBER 5, 2023
INDEX: MISC.
C: