

Christine B. Ead, Council President
Curt S. Dahl, Council Member
Paul Fischer, Council Member
Paolo Marano, Council Member
Sonia Abi-Habib, Council Member
Robert Gibbs, Council Member



15 Mountain Blvd
Watchung, NJ
07069

Ronald Jubin, Ph.D. Mayor

James J. Damato, Business Administrator
Joseph V. Sordillo, Esq., Borough Attorney
Edith G. Gil, Borough Clerk

Mayor & Council Meeting AGENDA

**September 18, 2025
7:30 PM**

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 and Echoes Sentinel, posted at Borough Hall and on the Borough's website.

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

ROLL CALL

PROCLAMATION

Presentation of Keys to Watchung to Frank J. Bisignano

SPECIAL RESOLUTIONS

R1: Authorizing the Appointment of Joseph Stuart as Patrol Officer

R2: Authorizing the Promotion of Andrew Chuisano to Sergeant

R3: Authorizing the Promotion of Brian Emerick to Lieutenant

ADMINISTRATION OF OATH OF OFFICE

PUBLIC PORTION / AGENDA ITEMS ONLY

Each speaker is limited to one 5-minute comment.

UNFINISHED BUSINESS

OR 25/10: AN ORDINANCE AMENDING CHAPTER 8, TOWING, TO UPDATE THE BOROUGH'S INSURANCE REQUIREMENTS FOR THE ISSUANCE OF MUNICIPAL TOWING LICENSES

BOROUGH OF WATCHUNG
Mayor & Council Meeting Agenda

September 18, 2025 - 7:30 PM

OR 25/11: AMENDING CHAPTER 11, GENERAL LICENSING, TO UPDATE THE REGULATION AND LICENSING REQUIREMENTS FOR NON-FOOD/BEVERAGE TYPE VENDING MACHINES THROUGHOUT THE BOROUGH

OR 25/12: AMENDING CHAPTER 15, GARBAGE AND WASTE, ESTABLISHING A NEW SECTION REGULATING TEMPORARY DUMPSTERS THROUGHOUT THE BOROUGH

OR 25/13: AMENDING CHAPTER 11, GENERAL LICENSING, TO UPDATE THE REGULATION AND LICENSING REQUIREMENTS FOR LIMOUSINES THROUGHOUT THE BOROUGH

OR 25/14: AMENDING CHAPTER 16, PUBLIC PROPERTY AND RECREATION AREAS, TO UPDATE THE BOROUGH'S REGULATIONS GOVERNING THE FEEDING OF WILDLIFE THROUGHOUT THE BOROUGH

OR 25/15: AMENDING CHAPTER 6, POLICE REGULATIONS, TO UPDATE THE BOROUGH'S REGULATIONS GOVERNING THE FEEDING OF WILDLIFE THROUGHOUT THE BOROUGH

OR 25/16: AN ORDINANCE AMENDING OR#25/08, ESTABLISHING THE MINIMUM AND MAXIMUM SALARIES

NEW BUSINESS

REPORTS & CORRESPONDENCE

Acknowledging Receipt of the Following Reports:

Environmental Commission Minutes June 23, 2025

Municipal Council Executive Session Mins September 4, 2025

CONSENT

The items listed below are considered routine and moved under one motion.

R4: Authorizing Purchases Over Allowed Threshold

S.E. Rose Trucking & Excavating Emergency public work services

R5: Authorizing Raffle License #670 to the Watchung Educational Foundation

NON-CONSENT

R6: Authorizing Bill List

R7: Creating and Implementing a Long-Range Plan to Address Stormwater and Drainage Issues Throughout the Borough

R8: Authorizing the Appointment of Colleen Lange as Assistant Administrator

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R9: Authorizing Placement of a Property Maintenance Lien on 31 Tuttle Road

R10: Authorizing Placement of a Property Maintenance Lien on 131 Cedar Road

ORDINANCE ON FIRST READING

OR 25/17: AN ORDINANCE AUTHORIZING THE BOROUGH OF WATCHUNG TO ENTER INTO A 50-YEAR GROUND LEASE AGREEMENT WITH THE CONNELL COMPANY FOR THE DEVELOPMENT AND OPERATION OF A NEW FIREHOUSE (BLOCK 7502/ LOT 1)

PUBLIC PORTION - GENERAL DISCUSSION

Each speaker is limited to one 5-minute comment.

EXECUTIVE SESSION

R11: Authorizing an Executive Session to discuss contract negotiations

ADJOURNMENT

The next meeting of the Mayor and Council is Monday, October 6, 2025

**BOROUGH OF WATCHUNG
RESOLUTION: R1**

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

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

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

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

1. The Mayor and Council hereby authorize a conditional offer of employment to **Joseph Stuart** as a Patrol Officer with the Borough Police Department effective **September?? 2025**.
2. The appointment to a full-time patrol officer is contingent and conditioned upon the successful completion and approval of a background check, along with physical and psychological evaluations.
3. **Joseph Stuart** shall be compensated in accordance with the terms and conditions set forth in the Collective Bargaining Agreement between the Borough and PBA Local 193.

Paolo Marano, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 18, 2025
INDEX: POLICE, PERSONNEL
C: CFO, POLICE CHIEF,
 PERSONNEL

BOROUGH OF WATCHUNG
RESOLUTION: R2

BE IT HEREBY RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the promotion of **Andrew Chuisano** to **Sergeant** of the Watchung Police Department is hereby confirmed, effective September 15, 2025 at a salary of \$152,544.00 in accordance with promotional guidelines.

Paolo Marano, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 18, 2025
INDEX: APPOINTMENTS, POLICE
C: FINANCE, POLICE

**BOROUGH OF WATCHUNG
RESOLUTION: R3**

BE IT HEREBY RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the promotion of **Brian Emerick** to **Lieutenant** of the Watchung Police Department is hereby confirmed, effective September 15, 2025 at a salary of \$169,324.00 in accordance with promotional guidelines.

Paolo Marano, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 18, 2025
INDEX: APPOINTMENTS, POLICE
C: FINANCE, POLICE

**BOROUGH OF WATCHUNG
ORDINANCE: 25/10**

***AN ORDINANCE AMENDING CHAPTER 8, TOWING, TO UPDATE THE
BOROUGH OF WATCHUNG'S INSURANCE REQUIREMENTS FOR THE
ISSUANCE OF MUNICIPAL TOWING LICENSES***

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

Section 1. Section 8-9 entitled "Insurance" of Chapter 8 entitled "Towing" of the Code of the Borough of Watchung, is hereby supplemented and amended to read as follows: [New language in **bold and underlined**; deleted language in ~~double strikethrough~~]

Chapter 8. Towing.

§ 8-9. INSURANCE.

~~Any contract between the Borough and a licensed wrecker shall provide for and require the following insurance policies, naming the Borough as an additional insured, be deposited with the Borough Clerk:~~

- ~~a. Garagekeeper's Policy. A garagekeeper's liability policy in the minimum amount of \$100,000 for each vehicle damaged on a separate claim.~~
- ~~b. Garage Liability Policy. A garage liability policy covering applicant's business, equipment, and vehicles in the minimum amount of \$500,000 for any one person injured or killed, and a minimum of one million (\$1,000,000.00) dollars for more than one person killed or injured in any accident and an additional one million (\$1,000,000.00) dollars for any damage arising from injury or destruction to property, and/or a combined single limit of one million (\$1,000,000.00) dollars. In addition to each policy containing an endorsement showing the Borough as an additional insured, such policy shall also provide an endorsement entitling the Borough to 30 days' prior written notice to the Chief of Police in the event of any change in coverage under the policy, or in the event of the cancellation of the policy.~~
- ~~c. Worker's Compensation Policy. A worker's compensation policy covering all of applicant's employees and operators, containing statutory coverage including liability coverage of at least \$100,000 for each accident per person, \$500,000 policy aggregate limit per occurrence, and \$100,000 for each occurrence per person.~~

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In addition to the insurance requirements set forth in N.J.A.C. 13:45A-31.3, as may be amended from time to time, all licensed wrecker providing municipal towing services must maintain the following insurance policies and accompanying requirements, which shall be included in any contract between the Borough and the licensed wrecker, and shall provide evidence of same at the time of application:

- a. Commercial Auto Liability policy: a commercial auto liability policy providing coverages for all vehicles utilized by the towing operator, for the death of or injury to persons and damage to property for each accident or occurrence in the amount of \$1,000,000, combined single limit.
- b. Garage keeper's policy: a garage keeper's liability policy in the minimum amount of \$100,000, and on-hook coverage, for each vehicle damaged on a separate claim.
- c. Garage liability policy: a garage liability policy covering the applicant's business, equipment and vehicles in the minimum amount of \$500,000 for any one person injured or killed, and a minimum of \$1,000,000 for more than one person killed or injured in any accident and an additional \$100,000 for any damage arising from injury to or destruction of property, and/or a combined single limit of \$1,000,000.
- d. Worker's Compensation policy: a worker's compensation policy covering all of the applicant's employees and operators, containing statutory coverage, including liability coverage of at least \$100,000 for each accident per person, \$500,000 policy aggregate limit per disease, and \$100,000 for each disease per person.
- e. Umbrella liability insurance policy in the amount of \$2,000,000 to include all required Liability coverages outlined above as underlying insurance, following form over the other insurance provisions contained therein.
- f. Each policy, excepting only the Workers Compensation, shall contain an endorsement naming the Borough as an Additional Insured, on a Primary & Non-Contributory basis, with a Waiver of Subrogation in favor of the Borough. All policies shall also provide an endorsement entitling the Borough to 30 days' prior written notice to the Chief of Police in the event of any change in coverage under the policy, or in the event of the cancellation of the policy.

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

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

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

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

INTRODUCED BY: GIBBS
PASSED: SEPTEMBER 4, 2025
PUBLISHED: SEPTEMBER 11, 2025
ADOPTED:
CC: POLICE,

ATTEST:

BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

By: _____
Ronald Jubin, Ph.D. Mayor

**BOROUGH OF WATCHUNG
ORDINANCE: 25/11**

***AN ORDINANCE AMENDING CHAPTER 11, GENERAL LICENSING, TO
UPDATE THE REGULATION AND LICENSING REQUIREMENTS FOR
NON-FOOD/BEVERAGE TYPE VENDING MACHINES THROUGHOUT
THE BOROUGH OF WATCHUNG.***

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

Section 1. Section 11-3 entitled “Vending Machines” of Chapter 11 entitled “General Licensing” of the Code of the Borough of Watchung, is hereby supplemented and amended to read as follows: [New language in **bold and underlined**; deleted language in ~~double strikethrough~~]

Chapter 11. General Licensing.

§ 11-3. VENDING MACHINES.

§ 11-3.1. Definitions.

As used in this section:

CIGARETTE VENDING MACHINE

Shall mean any automatic vending machine used for the sale of cigarettes, cigars, tobacco and/or matches, ~~and controlled by the insertion of a coin or coins.~~

FOOD/BEVERAGE VENDING MACHINE

Shall mean a vending machine, as defined herein, for the vending or service of food, beverages, and/or other edible commodities.

JUKEBOX

Shall mean any music-vending machine, contrivance or device which, upon ~~the insertion of a coin, slug, token, plate, disc or key into any slot, crevice or other opening, or by the~~ **submission of** payment of any price, operates or may be operated for the emission of songs, music or similar amusement.

NON-FOOD/BEVERAGE VENDING MACHINE

Shall mean a vending machine, as defined herein, for the vending or service of goods, wares, merchandise or articles or any type, kind or description, with the exception of any food, beverages, and/or other edible commodities.

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ORDINANCE: 25/11**

VENDING MACHINE

Shall mean any machine or device, whether automatic or not, controlled by the insertion of paper money, coins, ~~or~~ credit cards, **or any other form of payment** for the vending or service of food, liquids, confections, goods, wares, merchandise or articles of any type, kind or description.

§ 11-3.2. License Required.

It shall be unlawful for any person, partnership, joint venture, society, association, club, trustees, trust, corporation or unincorporated group, either directly or indirectly, to operate or put to use any cigarette vending machine, jukebox or **non-food/beverage** vending machine, or to use in connection with the foregoing any vehicle, premises, machine or device, in whole or in part, unless a license therefor is first procured and kept in effect at all times as required by this Section or by any other law or ordinance of the Borough.

Food/beverage vending machines are regulated and licensed through the Watchung Borough Board of Health, through Chapter BH3 of the Ordinances of the Board of Health, as may be amended.

§ 11-3.3. Agents to be Personally Responsible for Compliance.

The agents, servants, employees or other representatives of corporations, partnerships, resident or nonresident individual natural persons, joint ventures, societies, associations, clubs, trustees, trusts or unincorporated groups shall be personally responsible for compliance with this Section by their principals and by the businesses they represent.

§ 11-3.4. Application for License; Payment of Fee.

Every person **and/or entity** required to procure a license under the provisions of this Section shall submit an application for such license to the Borough Clerk at the Borough Hall, which application shall be accompanied by the full amount of the fees chargeable for the license applied for.

§ 11-3.5. Contents of License Application.

The application shall be a written statement upon forms provided by the Borough Clerk and shall contain the following:

- a. Name of person to whom license will be issued and his residence address. If applicant is not an individual, then the names and residence addresses of all partners, stockholders, officers or registered agent.
- b. Name and address of establishment where coin-operated automatic machines will be used.
- c. Name and address of employee personally in charge of these machines.

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- d. Previous license history of the applicant including any previous revocation or suspension and the reasons therefor.
- e. Statement of conviction of any crime or offense, with details of arrest and conviction, if applicable.
- f. Number of machines to be licensed.

§ 11-3.6. Police Investigation of Applicant; Report and Recommendation.

Upon written request of the Borough Clerk, the Chief of Police shall ascertain if the applicant has any criminal record and report in writing affirmatively or negatively thereon within a reasonable time, not to exceed seven days after the request is made. In the event of an affirmative report, the Chief of Police shall recommend therein his approval or disapproval of the granting of a license, giving his reasons therefor, such recommendation to be considered in determining license eligibility.

§ 11-3.7. Renewal or Transfer of License.

- a. Application for renewal of a license shall be a written statement on the forms provided by the Borough Clerk; except, however, where the licensee has not reapplied for a license during any one calendar year, the licensee's application for renewal of a license shall follow the same procedure as is outlined in the preceding subsections for an original application.
- b. Application for transfer of a license shall follow the same procedure as is outlined in the preceding subsections for an original application.

§ 11-3.8. Annual License Fee.

The annual license fee shall be ~~\$25.00~~ \$10 per machine.

§ 11-3.9. Duration of License; Transfer; Transfer Fee.

All licenses shall commence as of the first day of January in each year and shall expire on the thirty-first day of December in the year of issuance. On transfer of location of licensed business to a new location within the Borough, or on the sale of a going business remaining in the Borough, licenses may be transferred, provided the annual license fee for the year has been paid and a transfer fee of \$10.00 ~~\$5~~ is paid to the Borough Clerk. ~~Failure to procure a license shall result in a fee of \$20.~~

§ 11-3.10. Duplicate License; Fee.

A duplicate license may be issued by the Borough Clerk to replace any license previously issued, which license has been lost, stolen, defaced or destroyed without any willful conduct on the part of the licensee, upon the filing by the licensee of an affidavit sworn to before a notary public of

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the State of New Jersey attesting to such fact and payment to the Borough Clerk of a fee of ~~\$10.00~~^{\$5}.

§ 11-3.11. License Fees Not Refundable.

No rebate or refund of any license fee, or any part thereof, shall be made by reason of retirement of licensee from business or by reason of the non-use of such license for all or any portion of the licensed year, or by reason of a change of location or business or by reason of fire or other accident or other casualty rendering the use of such license ineffective.

§ 11-3.12. Contents of License.

Each license issued hereunder shall state upon its face the following:

- a. The name of the licensee and any other name under which such business is to be conducted.
- b. The kind and address of each business so licensed.
- c. The amount of license fee therefor.
- d. The dates of issuance and expiration thereof.
- e. Such other information as the Borough Clerk shall determine.

§ 11-3.13. Rules and Regulations for Licenses.

Every licensee under this Section shall:

- a. Permit all reasonable inspections of his business.
- b. Not operate the licensed businesses on premises after expiration of his license or during a period when his license is revoked or suspended.
- c. Post and maintain his license permanently and conspicuously at the location of the machine or device in the premises wherein the same is to be operated or maintained to be operated, and affix thereto any insignia delivered for use therewith upon the outside of the same so that it may be seen at all times.
- d. Not loan, sell, give or assign to any other person, or allow any other person to use and display, or to destroy, damage or remove, or to have in his possession, except as authorized by the Borough Clerk or by law, any license or insignia which has been issued to the licensee.

§ 11-3.14. Enforcement.

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It shall be the duty of the Chief of Police and any police officer to inspect all places of business of the Borough to determine if this Section has been complied with and to enforce the provisions of this section against any person found to be violating the same.

§ 11-3.15. Special Permits Authorized.

The Borough Council may authorize the issuance of special permits, without the payment of any license fees or other charge therefor, to any nonprofit charitable, educational, fraternal or religious organizations for the conduct or operation of a fundraising event for a period not to exceed ten (10) days. However, applicants shall submit the usual application form in the manner as hereinbefore required and shall operate, if granted a permit, in accordance with the requirements of this section.

§ 11-3.16. Revocation of Licenses.

Any permit or license granted or issued pursuant to this Section may be revoked by the Mayor and Council, after notice and hearing, for any of the following causes:

- a. Any fraud, misrepresentation or false statement contained in the application for license.
- b. Any fraud, misrepresentation or false statement made in connection with the selling of goods, wares or merchandise.
- c. Any violation of this section.
- d. Conviction of the licensee of any felony or of a misdemeanor involving moral turpitude.
- e. Conducting the business licensed under this section, through applicant himself, or any of his agents, servants or employees, in any unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

§ 11-3.17 Notice of Hearing for Revocation.

Notice of hearing for revocation of license under Subsection 11-3.16 shall be given in writing by the Borough Clerk, setting forth specifically the grounds of complaint and the time and place of the hearing. Such notice shall be mailed by certified mail to the licensee at the his address indicated on the license application at least five (5) days prior to the date set forth for the hearing.

§ 11-3.18 Cigarette Vending Machines Prohibited.

~~Except as provided in Subsection 11-3.19, a~~ All cigarette vending machines are hereby prohibited within the Borough.

~~§ 11-3.19. Licensing of Cigarette Vending Machine Upon Formal Hearing.~~

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~~If the owner of a cigarette vending machine duly licensed as of May 1, 1996 conclusively proves to the Watchung Board of Health that the location of the cigarette vending machine is such that minors will not have access thereto, then upon application, formal hearing and determination by the Board of Health that such is the case, the Board of Health shall issue a written recommendation to the Borough Clerk recommending that a license be issued for said cigarette vending machine. The licensee shall pay a fifty (\$50.00) dollar annual licensing fee per machine to help defer the costs of inspection.~~

~~§ 11-3.20. Enforcement and Inspection.~~

~~In addition to those persons identified in Subsection 11-3.14 of this section, the Borough Health Officer, Sanitarian, Environmental Officer, and Code Enforcement Officer are authorized to enforce the provisions of the cigarette vending machine Subsections 11-3.18 through 11-3.20. In order to enforce said subsections, the Health Officer or his designee, or any other person charged with enforcement under this section, after giving proper identification, may inspect any matter, thing, premise, place, person, record, or vehicle as necessary for the enforcement of this Section. If any inspection conducted pursuant to this subsection reveals that any minor has or had access to a licensed cigarette vending machine, then the license for said machine shall be null and void and the licensee shall be subject to the provisions of Subsection 11-3.21.~~

~~§ 11-3.1924. Violations and Penalties.~~

~~In addition to the provisions for revocation, any enforcing or inspecting personnel identified in this Section or any taxpayer or resident of the Borough may make complaint in the Municipal Court of the Borough of Watchung for any violation of this Section or any section, paragraph or provision thereof. Upon conviction in such case, for each and every violation, the person committing, taking part or assisting in such violation or violations, **and/or responsible agent of the license holder,** shall be subject to **the penalties established in Section 1-5 of the Borough Code** ~~a fine of not more than \$500 or be imprisoned in the County jail for a period not exceeding 90 days, or both, at the discretion of the Judge of the Municipal Court.~~ Each day that a violation is permitted to exist shall constitute a separate offense.~~

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

BE IT FURTHER ORDAINED by the Council of the Borough of Watchung that in the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of

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ORDINANCE: 25/11

the Borough of Watchung, the provisions hereof shall be determined to govern, and the inconsistencies of the prior ordinance are hereby repealed. All other parts, portions and provisions of the Ordinances of the Borough of Watchung are hereby ratified and confirmed, except where inconsistent with the terms hereof; and

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

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

INTRODUCED BY: GIBBS
PASSED: SEPTEMBER 4, 2025
PUBLISHED: SEPTEMBER 11, 2025
ADOPTED:
CC: COURTS, PD,

ATTEST:

BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

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

**BOROUGH OF WATCHUNG
ORDINANCE: 25/12**

**ORDINANCE AMENDING CHAPTER 15, GARBAGE AND WASTE,
ESTABLISHING A NEW SECTION REGULATING TEMPORARY
DUMPSTERS THROUGHOUT THE BOROUGH OF WATCHUNG**

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

Section 1. Chapter 15 entitled “Garbage and Waste” of the Code of the Borough of Watchung is hereby supplemented and amended to establish and create new Section 15-4 to be entitled “Temporary Dumpsters and Refuse Containers” and to read as follows:

Chapter 15. Garbage and Waste.

§15-4. TEMPORARY DUMPSTERS AND REFUSE CONTAINERS.

§15-4.1. Definitions.

As used in this Section, the following words and phrases shall have the following meanings:

DUMPSTER shall mean any debris-transfer body which is commonly used for the placement, collection and/or carting of rubble, rubbish, garbage, debris, building material or any other matter, which such container is portable or semiportable; also often known as a “roll-off dumpster” or “roll-off container.” For the purposes of this Section, “dumpster” shall not include the permanent refuse containers permitted to be located at non-residential properties.

§15-4.2. Location of Dumpsters.

- a. Dumpsters shall only be located on private property and shall not be left standing or parked on or along any Borough street, road, right-of-way or on any public property.
- b. In the event of extenuating circumstances, whereby a dumpster cannot be located on private property due to driveway width or other property access constraints, a dumpster maybe placed at curbside on any Borough street, road or right-of-way subject to the prior written approval of the Chief of Police or his/her designee, based on a determination of whether or not the dumpster may be located at the curbside without any detriment to vehicular and public safety, or would constitute a public nuisance or hazard.

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1. Any person placing or caused to be placed any dumpster or any other apparatus used to collect refuse and disposed building material of any kind whatsoever, on or about any street or public place within the Borough shall keep such equipment properly guarded and reflected in such a manner that the safety of the public will be amply protected.
- c. The property owner shall be liable for any damage caused by the placement of the dumpster to the public sidewalks and roadways.

§15-4.3. Limitation of Dumpsters.

- a. No dumpster shall be permitted on any property for longer than thirty (30) days.
- b. When a construction permits have been issued for the property, a dumpster may remain longer than thirty (30) days, but must be removed prior to the issuance of the certificate of completion/occupancy.
- c. Only one dumpster may be placed at any residential property at any one time.
- d. All dumpsters shall be emptied or exchanged when full in accordance with New Jersey Department of Environmental Protection guidelines, and in compliance with Section 15-5.3 of the Borough Code.

§15-4.4. Maintenance of Dumpsters.

- a. No dumpster shall be allowed to remain in a state of disassembly or disrepair.
- b. The contents of the dumpster shall be emptied and disposed of upon reaching the waterline of the dumpster.

§15-4.5. Violation, Penalty.

Any person who violates any provision of this Section shall receive written notice of said violation, warning said party to take action to remediate the violation. If no action is taken within twenty-four hours, a summons may be issued. Any person who violates any provision of this Section shall, upon conviction thereof, be punished by a penalty set forth in Section 1-5 of the Borough Code. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Section 2. Chapter 15 entitled “Garbage and Waste” of the Code of the Borough of Watchung is hereby supplemented and amended to establish and create new Section 15-5 to be entitled “Covering of Dumpsters and Other Refuse Containers” and to read as follows:

**BOROUGH OF WATCHUNG
ORDINANCE: 25/12**

Chapter 15. Garbage and Waste.

§15-5. COVERING OF DUMPSTERS AND OTHER REFUSE CONTAINERS.

§15-5.1. Purpose. This Section is adopted in compliance with the New Jersey Department of Environmental Protection's stormwater regulations, requiring dumpsters and other refuse containers that are outdoors or exposed to stormwater to be covered at all times and prohibits the spilling, dumping, leaking, or otherwise discharge of liquids, semi-liquids or solids from the containers to the municipal separate storm sewer system(s) operated by the Borough and/or the waters of the state so as to protect public health, safety and welfare, and to prescribe penalties for the failure to comply.

§15-5.2. Definitions.

For the purpose of this chapter, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

"Municipal separate storm sewer system (MS4)" means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) that is owned or operated by the Borough, and is designed and used for collecting and conveying storm water. NOTE: In municipalities with combined sewer systems, add the following: "MS4s do not include combined sewer systems, which are sewer systems that are designed to carry sanitary sewage at all times and to collect and transport stormwater from streets and other sources."

"Person" means any individual, corporation, company, partnership, firm, association, or political subdivision of this state subject to municipal jurisdiction.

"Refuse container" means any waste container that a person controls whether owned, leased, or operated, including dumpsters, trash cans, garbage pails, and plastic trash bags.

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

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

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§15-5.3. Prohibited Conduct.

- a. Any person who controls, whether owned, leased, or operated, a refuse container or dumpster must ensure that such container or dumpster is covered at all times and shall prevent refuse from spilling out or overflowing.
- b. Any person who owns leases or otherwise uses a refuse container or dumpster must ensure that such container or dumpster does not leak or otherwise discharge liquids, semi-liquids or solids to the municipal separate storm sewer system(s) operated by the Borough.

§15-5.4. Exceptions to Prohibition.

- a. Permitted temporary demolition containers.
- b. Litter receptacles (other than dumpsters or other bulk containers).
- c. Individual homeowner trash and recycling containers.
- d. Refuse containers at facilities authorized to discharge stormwater under a valid NJPDES permit.
- e. Large bulky items (e.g., furniture, bound carpet and padding, white goods placed curbside for pickup).

§15-5.5. Enforcement.

This Section shall be enforced by the Police Department and/or the Zoning Officer of the Borough.

§15-5.6. Penalties.

Any person(s) who is found to be in violation of the provisions of this Section shall, upon conviction, be subject to a penalty set forth in Section 1-5 of the Borough Code.

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

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

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

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

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

**BOROUGH OF WATCHUNG
ORDINANCE: 25/12**

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

INTRODUCED BY: GIBBS

PASSED: SEPTEMBER 4, 2025

PUBLISHED: SEPTEMBER 11, 2025

ADOPTED:

CC: BUILDING, PD,
COURTS,

ATTEST:

BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

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

**BOROUGH OF WATCHUNG
ORDINANCE: 25/13**

**ORDINANCE AMENDING CHAPTER 11, GENERAL LICENSING, TO
UPDATE THE REGULATION AND LICENSING REQUIREMENTS FOR
LIMOUSINES THROUGHOUT THE BOROUGH OF WATCHUNG**

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

Section 1. Section 11-7 entitled “Taxicabs and Liveries” of Chapter 11 entitled “General Licensing” of the Code of the Borough of Watchung, is hereby supplemented and amended to read as follows: [New language in **bold and underlined**; deleted language in ~~double strikethrough~~]

Chapter 11. General Licensing.

§ 11-7. TAXICABS AND LIVERIES.

§ 11-7.1. Applicability.

This Section shall apply to the operation and storage of taxicabs and liveries within the limits of the Borough of Watchung.

§ 11-7.2. Definitions.

Unless otherwise provided herein, the following terms shall have the following definitions:

LIMOUSINE

Shall mean and include any automobile or motor car with a carrying capacity of not more than **fourteen (14)** ~~nine~~ passengers, not including the driver, used in the business of carrying passengers for hire which is held out, announced or advertised to operate or run or which is operated or run over any of the streets or public highways of this State, and which is hired by charter or for a particular contract, or by the day or hour or other fixed period, or to transport passengers to a specified place or places, or which charges a fare or price agreed upon in advance between the operator and the passenger. Nothing in this section shall be construed to include taxicabs, hotel use or buses employed solely in transporting school children or teachers or autobuses which are subject to the jurisdiction

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of the Board of Public Utilities or interstate autobuses required by Federal or State law or rules of the Board of Public Utilities to carry insurance against loss from liability imposed by law on account of bodily injury or death.

LIMOUSINE OR LIVERY SERVICE

Shall mean and include the business or carrying passengers for hire by limousines.

PERSON

Shall mean and include any individual, copartnership, association, corporation, joint stock company, or limited liability company, their lessees, trustees or receivers appointed by any court whatsoever.

STREET

Shall mean and include any street, avenue, park, parkway, highway or other public place.

TAXICAB

Shall mean and include any automobile or motor car, commonly called taxi, engaged in the business of carrying passengers for hire which is held out, announced or advertised to operate or run or which is operated or run over any of the streets or public highways of this State, and particularly accepts and discharges such persons as may offer themselves for transportation from points or places to points or places within or without the State.

§ 11-7.3. License Required.

No person shall hire out or keep or use for hire or pay, or cause to be kept or used for hire or pay, any taxicab or limousine without first having obtained, in the case of a taxicab, the consent and issuance of a license by the Borough Council to operate the taxicab on the streets of the Borough of Watchung pursuant to N.J.S.A. 48:16-1, et seq.; and in the case of a limousine, a certificate of compliance and license from the Borough Clerk pursuant to N.J.S.A. 48:16-13, et seq. The operators of the vehicles referred to above shall comply with all provisions of the cited statutes.

§ 11-7.4. Insurance Required.

No such consent and license shall become effective until the owner of the taxicab or limousine shall have filed with the Borough Clerk an insurance policy with a company duly licensed to transact business under the insurance laws of this State in the statutory sums to satisfy all claims for damages, both property and personal injury claims. The Borough of Watchung's consent shall only be effective as long as the insurance policy shall remain in force.

§ 11-7.5. Power of Attorney.

The owner of a taxicab, limousine or livery service shall execute and deliver to the Clerk of the municipality in which the owner has its principal place of business, a power of attorney, wherein and whereby the owner shall appoint the chief fiscal officer of the municipality as its true and lawful attorney for the purpose of acknowledging service of any process out of a court of

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competent jurisdiction to be serviced against the insured by virtue of the indemnity granted under the insurance policy.

§ 11-7.6. Certificate of Compliance; Contents; Filing and Posting.

The Clerk of the Borough of Watchung, if the owner of the taxicab or limousine has its principal place of business in the Borough of Watchung, upon the filing of the required insurance policy, shall issue a certificate and license in duplicate showing that the owner of the taxicab or limousine has complied with this section. The certificate shall recite the name of the insurance company, the number and date of expiration of the policy, a description of every taxicab, limousine or livery service insured thereunder, and the registration number of the same. The duplicate certificate shall be filed with the Division of Motor Vehicles before such car is registered as a taxicab, limousine or livery service.

§ 11-7.7. Police Investigation of Each Driver.

Every application for municipal consent or certificate of compliance and license shall disclose the name, address and driver's license number of each driver of a taxicab, limousine or livery service. The Borough of Watchung Police Department shall conduct an investigation of each driver of a taxicab, limousine or livery service, and a report of such investigation and a copy of the traffic and police report for each driver, if any, shall be attached to the application for municipal consent or certificate of compliance. Each taxicab, limousine or livery service owner is required to immediately notify the Borough and the Police Department of any new driver so that the Police Department shall conduct the aforementioned investigation of the new driver. If any owner fails to supply the above information the Borough shall immediately revoke the owner's license.

§ 11-7.8. Taxicab Markings; Color; Etc.

There shall be displayed on the exterior of the two front doors of each taxicab the name or the trade name of the owner. The height of the lettering shall be at least three inches. No taxicab shall bear a name, monogram, insignia or color scheme in conflict with the name, monogram, insignia or color scheme used by any other person licensed hereunder in such a manner as to mislead or deceive the public. Taxicabs operated by one owner must be identical in color. Taxicabs which are granted municipal consent to operate upon the Borough of Watchung streets will have the superior right to utilize their markings, color, etc., in the order in which the municipal consent is granted.

§ 11-7.9. Taximeter.

The taximeter of every taxicab shall be in proper condition and accurate. The face of the taximeter shall be illuminated by suitable light after sundown. No taximeter shall be approved unless the case thereof is sealed and gears are enclosed.

§ 11-7.10. Sanitation and Safety of Vehicles; Inspections.

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Taxicabs and limousines may be inspected by the Borough of Watchung Police at any time for cleanliness, sanitary condition, mechanical safety for the transportation of passengers and general safety and fitness for public patronage.

§ 11-7.11. Record of Taxicab Passengers Trips.

Every taxicab shall record, in writing, the time and place each passenger is accepted and the time and place of discharge of the passenger. Such records shall be kept intact for one year from the date thereof. Such records shall be kept open for inspection at all times during the one year period by a duly authorized representative of the Borough of Watchung Police Department.

§ 11-7.12. Cruising of Taxicabs.

No driver of any taxicab, in soliciting employment, shall so operate a taxicab as to interfere with or impede unnecessarily the movement of other vehicles or pedestrians. Employment may be solicited by driving through any public street or place at a rate of speed that will not interfere with or impede traffic. No passenger shall be solicited unless within six feet of a taxicab.

§ 11-7.13. Loading and Discharge of Taxicab Passengers.

No taxicab passenger shall be accepted or discharged on a public street unless the action can be done safely.

§ 11-7.14. Parking.

No taxicab may park in any public street or public place in the Borough of Watchung except in such place or places as may be designated by ordinance, resolution or regulation adopted in accordance with law.

§ 11-7.15. Acceptance of Passengers; Collection of Fares; Shared Rides.

The driver of any taxicab shall have the authority to demand payment of a fare in advance and may refuse employment unless such fare is so prepaid, but no driver of a taxicab shall otherwise refuse employment by an orderly person for transportation anywhere in the Borough of Watchung or outside thereof. No driver of a taxicab shall carry any person other than the first passenger employing him without the consent of the first passenger.

§ 11-7.16. Misleading Passengers; Direct Routes.

No owner or driver of any taxicab or limousine shall induce any person to employ him by knowingly misinforming or misleading such person. No driver shall convey any passenger to any place or by any route other than the most direct route, unless otherwise directed by the passenger.

§ 11-7.17. Solicitation of Passengers by Limousines.

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No owner or driver of any limousine may solicit patronage in any public street or public place in the Borough of Watchung.

§ 11-7.18. Lost or Abandoned Property in Vehicles.

The driver of any taxicab or limousine, immediately after the termination of any hiring or employment, shall carefully search the taxicab or limousine for any property lost or abandoned therein. Such property, unless sooner claimed or delivered to the owner, shall be reported in writing by the driver or by the owner of the taxicab or limousine to the Borough of Watchung Police Department, giving particulars and a brief description of the property, within 24 hours after finding of same. All such property not claimed within the 24 hour period shall be turned over by such driver or owner of a taxicab or limousine to the Property Clerk of the Borough of Watchung Police Department.

§ 11-7.19. Private Use of Vehicles.

Nothing contained in this section shall prohibit the use of a taxicab or limousine for private purposes, provided that there is no solicitation of patronage.

§ 11-7.20. Illegal or Immoral Conduct; Use of Vehicles.

No person shall permit a taxicab or limousine driven or owned by him to be used for any illegal or immoral purpose.

§ 11-7.21. Storage of Taxicabs and Limousines.

No taxicab or limousine business shall be operated within the Borough of Watchung in violation of the Borough of Watchung Zoning Ordinance.^{III} At the time a taxicab owner shall apply for a municipal consent and license to operate a taxicab over the Borough of Watchung streets, or a limousine owner applies for a certificate of compliance, the owner shall notify the Borough Clerk of the street address from which the taxicab or limousine service will be conducted. Parking of multiple commercial vehicles overnight in an RR Zone prohibited.

§ 11-7.22. Enforcement.

The Borough of Watchung Police Department is hereby given the authority and is instructed to watch and observe the conduct of taxicab, limousines and livery service operating in the Borough of Watchung. Upon discovering a violation of the provisions of this section, the Police Department shall take appropriate action and report same to the Borough Council.

§ 11-7.23. Fees.

- a. Taxicabs.** All owners shall pay a yearly seventy-five (\$75.00) dollar license fee prior to the issuance of a certificate of compliance or license. In addition, all drivers are required to submit finger print checks with the application.

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- b. Limousines. For limousine services located within the Borough, the owner shall pay a fee in the amount of fifty (\$50.00) dollars for each limousine service, plus ten (\$10.00) dollars for each limousine which is covered under the required insurance policy. For limousine services providing service on an intra-municipal, point-to-point basis within the Borough, the owner shall pay a fee in the amount of fifty (\$50.00) dollars for the issuance of such license.**

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

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

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

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

INTRODUCED BY: GIBBS
PASSED: SEPTEMBER 4, 2025
PUBLISHED: SEPTEMBER 11, 2025
ADOPTED:
CC: PD, COURTS

ATTEST:

BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

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

**BOROUGH OF WATCHUNG
ORDINANCE: 25/14**

**AN ORDINANCE AMENDING CHAPTER 16, PUBLIC PROPERTY AND
RECREATION AREAS, TO UPDATE THE BOROUGH'S RULES AND
REGULATIONS OF PUBLIC PROPERTY AND RECREATION AREAS.**

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

Section 1. Chapter 16 entitled "Public Property and Recreation Areas" of the Code
of the Borough of Watchung is hereby supplemented and amended to read as follows: [New
language in **bold and underlined**; and deleted language in ~~double strikethrough~~.]

Chapter 16. Public Property and Recreation Areas.

§16-1. PUBLIC PARKS.

§16-1.1. Purpose for Rules and Regulations.

The following rules and regulations are hereby adopted for the protection, regulation and control
of parks owned and operated by the Borough, including driveways, sidewalks, paths, parking
lots, buildings and all facilities.

§16-1.2. Supervision of Operation and Maintenance.

All parks in the Borough shall be operated and maintained under the supervision of the Borough
Council. The Borough Council may, by resolution from time to time, delegate all or any aspects
of such supervision to the Recreation Commission or any other designated agency of the
municipality.

§16-1.3. Hours of Operation.

Public parks shall be open during the hours of 7:00 a.m. to sunset each day, except that the closing
time of a public park may be changed by prior permission and authorization issued by the
Borough Council. No person shall, without permission, enter into or remain in a public park
except during the hours the park is open to the general public.

§16-1.4. Intoxicating Beverages Restricted; Intoxicated Persons Restricted.

The use of intoxicating beverages, drugs or narcotics in any public park is strictly prohibited. No
person shall be permitted within a public park while under the influence of intoxicating
beverages, drugs or narcotics.

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§16-1.5. Refuse, Litter and Pollution.

No person shall leave or throw bottles, broken glass, ashes, wastepaper or other rubbish or litter in any public park, except in a properly provided receptacle designated for that purpose. No person shall throw or place any dirt, stone, rock, debris or foreign or waste substance in any portion of a public park, and no person shall cause any portion of a public park to become polluted or otherwise unfit or unsafe for use by the public.

§16-1.6. Group Use.

No group or organization of 20 or more persons shall use or occupy a public park without first having obtained a ~~group-use~~ **Field and Facility** permit. Such permit shall be obtained from the municipality not later than thirty (30) ~~seven~~ days before the proposed date of use. The granting ~~or of~~ denial of such permit shall be based upon rules, regulations and standards promulgated by the Governing Body. ~~Group-use~~ **Field and Facility permit requests** shall be limited to designated areas. Adult supervision of children's groups shall be required at all times.

§16-1.7. Fires Restricted.

No person shall build, light or maintain a fire or cooking grill within a public park without the written permission of the Mayor and Borough Council. All fires shall be extinguished immediately upon completion of food preparation.

§16-1.8. Fireworks Prohibited.

No person shall discharge or set off any fireworks, firecrackers, torpedoes, rockets or noisemakers of any kind in a public park.

§16-1.9. ~~Commercial Enterprises Restricted.~~ **Reserved.**

~~No person shall engage in any commercial use or enterprise in a public park or parking area of a public park.~~

§16-1.10. ~~Gambling Prohibited.~~ **Reserved.**

~~No person shall gamble or play at games of chance or use any gambling device in any public park.~~

§16-1.11. Use of Vehicles; Parking.

No person shall use any portion of a public park, except those areas designated for that purpose, for the purpose of travel within or parking of vehicles, including mopeds. Footpaths and walks established for pedestrian use shall not be used for vehicle travel. The use of any ~~unlicensed~~ motor vehicle, snowmobile, trail bike, ~~or minibike,~~ **e-bike or e-scooter** is prohibited in any public

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park. **This provision does not apply to vehicles operating in any official governmental capacity.**

§16-1.12. Interference with Others.

No person shall harass, obstruct, molest, assault or interfere with any person lawfully within a public park, nor shall any person resist, obstruct, molest, assault or interfere with any law enforcement officer or public official in any public park.

§16-1.13. Indecent Language Prohibited.

No person shall use abusive, threatening, insulting or indecent language in a public park, nor shall any action constituting a nuisance be allowed by any person.

§16-1.14. Posting of Rules and Regulations.

The Borough Council authorizes the installation of appropriate signs, to be located within public parks, giving notice of the various rules and regulations or portions thereof set forth in this section. No person shall damage or deface any such sign.

§16-1.15 Recreational Use Prohibitions and Limitations.

- a. Ice Skating Prohibited. No person shall ice skate on either Best Lake or Watchung Lake at any time.
- b. Swimming and Water Sports Prohibited. No swimming, wading or boating is permitted on Best Lake or Watchung Lake.
- c. Fishing Restrictions. Fishing is prohibited along and on all areas of Watchung Lake, except along the retaining wall on the side of the lake adjacent to Stirling Road. Any fish caught from the retaining wall on the northeast side of the lake are to be immediately returned to the water unharmed.
- d. Skateboarding, Roller Skating, Bicycling Prohibited in Certain Areas. No skateboarding, roller skating, ~~or bicycling~~, **e-bikes, e-scooters, motorcycles, golf carts, or ATVs are** ~~is~~ permitted on the concrete portion of the Watchung Lake Dam or Spillway or on any walkway, **sporting courts (i.e. tennis, pickle ball, basketball, etc.), playground areas, and picnic and pavilion areas** within **all Watchung parks** ~~the Watchung Lake Park~~.
- e. Pedestrian Traffic Prohibited in Certain Areas. Pedestrian traffic will not be permitted on the concrete portion of the Watchung Lake Dam or Spillway.
- f. Remote-Control Model Motor Boats Prohibited. All remote-control model motor boats are prohibited on Best Lake or Watchung Lake.

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- g. Fishing Restriction at Best Lake. Fishing is permitted along and on all areas of Best Lake. However, any fish caught from Best Lake shall be immediately returned to Best Lake unharmed.

§16-1.16. Violations and Penalties.

Each and every person violating any of the provisions of this section shall, upon conviction, be subject to a penalty as stated in Chapter 1, Section 1-5, General Penalty

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

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

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

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with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved; and

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

INTRODUCED BY: GIBBS
PASSED: SEPTEMBER 4, 2025
PUBLISHED: SEPTEMBER 11, 2025
ADOPTED:
CC: COURTS, POLICE

ATTEST:

BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

By: _____

Ronald Jubin, Ph.D., Mayor

**BOROUGH OF WATCHUNG
ORDINANCE: 25/15**

**ORDINANCE AMENDING CHAPTER 6, POLICE REGULATIONS, TO
UPDATE THE BOROUGH'S REGULATIONS GOVERNING THE
FEEDING OF WILDLIFE THROUGHOUT THE BOROUGH**

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

Section 1. Section 6-3 entitled "Wildlife Feeding" of Chapter 6 entitled "Police Regulations" of the Code of the Borough of Watchung is hereby supplemented and amended to read as follows: [New language in **bold and underlined**; deleted language in ~~double-strikethrough~~]

Chapter 6. Police Regulations

§ 6-3. WILDLIFE FEEDING.

§ 6-3.1. Purpose.

An ordinance to prohibit the feeding of unconfined wildlife **on private property and** in any public park or on any other property owned or operated by the Borough of Watchung, so as to protect public health, safety and welfare, and to prescribe penalties for failure to comply.

§ 6-3.2. Definitions.

For the purpose of this section, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this section clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

BIRD OF PREY

Shall mean a carnivorous bird (including, but not limited to, as a hawk, eagle, vulture, or owl) that feeds wholly or chiefly on meat taken by hunting or on carrion (the decaying flesh of dead animals).

FEED

Shall mean to give, place, expose, deposit, distribute or scatter any edible material with the intention of feeding, attracting or enticing wildlife. Feeding does not include baiting in the legal taking of fish and/or game.

**BOROUGH OF WATCHUNG
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PERSON

Shall mean any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

WILDLIFE

Shall mean all animals that are neither human nor domesticated.

§ 6-3.3. Prohibited Conduct.

- a. **Except as otherwise provided herein, No person shall feed, in any public park or on any other property owned or operated by the Borough of Watchung, any wildlife on public or private property, excluding confined wildlife (for example, wildlife confined in zoos, parks or rehabilitation centers), or unconfined wildlife at environmental education centers.**

§ 6-3.4. Exceptions. The prohibited conduct of this Section shall not apply to the following circumstances/conditions:

- a. **Feeding of Birds. The feeding of birds with bird seed, including the use of bird feeders with a maximum capacity of two and a half (2½ lbs) pounds, shall not be a violation of this Section. This exception shall not apply to the feeding of any bird of prey.**
- b. **Fishing. Feeding of fish through the act of fishing on public (where permitted) or private property shall not be a violation of this Section.**
- c. **Deer Hunting. The use of deer bait in connection with the legal and licensed hunting of deer on public and private property shall not be a violation of this Section.**
- d. **Composting/Trash. Any incidental feeding of wildlife resulting from the use of composters or from trash/garbage containers on private property shall not be a violation of this Section.**
- e. **Humane Acts. This Section shall not be construed to prohibit humane acts toward wild animals in individual cases, such as the temporary nurturing of a wounded, starving or suffering animal.**
- f. **Veterinarians. This Section shall not apply to licensed veterinarians.**

§ 6-3.45. Enforcement.

- a. This Section shall be enforced by the Police Department, Code Enforcement Officer and/or the Board of Health of the Borough of Watchung.
- b. Any person found to be in violation of this Section shall be ordered to cease the feeding immediately, **in addition to the service of a potential summons for penalties.**

BOROUGH OF WATCHUNG
ORDINANCE: 25/15

§ 6-3.56. Violations and Penalties.

Any person(s) who is found to be in violation of the provisions of this Section, ~~where no other penalty is specified,~~ shall, upon conviction thereof, be subject to a penalty as stated in Chapter 1, Section 1-5, General Penalty.

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

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

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

**BOROUGH OF WATCHUNG
ORDINANCE: 25/15**

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

INTRODUCED BY: GIBBS
PASSED: SEPTEMBER 4, 2025
PUBLISHED: SEPTEMBER 11, 2025
ADOPTED:
CC: POLICE, BOH
CODE ENF.

ATTEST: BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

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

ORDINANCE # OR: 25-16

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	\$210,000.00
Borough Clerk	\$45,000.00	\$105,000.00
Deputy Clerk	\$40,000.00	\$75,000.00
Assistant Municipal Clerk	\$35,000.00	\$70,000.00
Assistant Administrator	\$35,000.00	\$70,000.00
Mayor/Council Member	\$6,000.00	\$25,000.00
CFO / QPA /Tax Collector/ Technology Officer	\$40,000.00	\$166,000.00
Deputy Treasurer / Payroll & Benefits Manager	\$38,000.00	\$69,000.00
Administrative Assistant	\$34,500.00	\$69,000.00
Administrative Assistant / Police Dept.	\$34,500.00	\$69,000.00
TACO / Office Manager/ Zoning Officer	\$35,000.00	\$98,000.00
Executive Assistant / IT Specialist	\$50,000.00	\$110,000.00
Construction Code Official/ Building Subcode Official	\$25,000.00	\$55,000.00
Building Inspector	\$8,000.00	\$56,000.00
Fire Sub-Code Official	\$10,000.00	\$30,000.00
Plumbing Sub-Code Official	\$10,000.00	\$30,000.00
Electrical Sub-Code Official	\$10,000.00	\$30,000.00
*Fire Official	\$45.00	\$51.00
OEM Coordinator	\$1,000.00	\$8,000.00
Municipal Court Judge	\$32,000.00	\$95,000.00
Public Defender	\$6,000.00	\$25,000.00
Chief of Police	\$150,000.00	\$230,000.00
Police Captain	\$159,000.00	\$200,000.00
Secretary	\$30,000.00	\$65,000.00
Recreation Coordinator	\$6,000.00	\$25,000.00
Public Works Manager	\$60,000.00	\$142,000.00
Public Works Foreman	\$50,000.00	\$99,000.00
Public Works Driver / Operator Step 1	\$40,000.00	\$57,500.00
Public Works Driver / Operator Step 2	\$40,000.00	\$61,000.00
Public Works Driver / Operator Step 3	\$40,000.00	\$64,500.00
Public Works Driver / Operator Step 4	\$40,000.00	\$68,500.00
Public Works Driver / Operator Step 5	\$40,000.00	\$72,750.00
Public Works Driver / Operator Step 6	\$40,000.00	\$77,500.00
Public Works Driver / Operator Step 7	\$40,000.00	\$81,500.00
Public Works Driver / Operator Step 8	\$40,000.00	\$85,500.00
Public Works Laborer / Driver Probationary	\$35,000.00	\$45,500.00
Public Works Laborer / Driver Step 1	\$40,000.00	\$51,000.00
Public Works Laborer / Driver Step 2	\$40,000.00	\$53,000.00
Public Works Laborer / Driver Step 3	\$40,000.00	\$57,000.00
Public Works Laborer / Driver Step 4	\$40,000.00	\$61,000.00
Public Works Laborer / Driver Step 5	\$40,000.00	\$64,500.00
Public Works Laborer / Driver Step 6	\$40,000.00	\$67,500.00
Public Works Laborer / Driver Step 7	\$40,000.00	\$71,500.00
Public Works Laborer / Driver Step 8	\$40,000.00	\$75,500.00
Building Maintenance Worker	\$5,200.00	\$8,750.00
Tax Assessor	\$35,000.00	\$76,000.00
Tax Clerk	\$25,000.00	\$68,000.00
Part Time Tax Assessor Assistant		\$28.48
*Seasonal/Temporary/Part Time	\$15.00	\$50.00
*Board/Commission Clerk	\$20.00	\$40.00
*Temporary Inspector / Sub-Code Official		\$50.00
Night Subcode Inspection		\$300.00
*Recreation Camp Counselors	\$15.00	\$21.00
*Recreation Camp Director	\$27.00	\$34.00
*Recreation Camp Assistant Director	\$25.00	\$32.00
OPRA Coordinator		\$2,732.00

*Hourly Wage

Edith G. Gil, Municipal Clerk

Ronald Jubin, Ph.D., Mayor

Introduced by: Fischer
Passed: September 4, 2025
Published: September 11, 2025
Adopted:

Watchung Environmental Commission – Minutes

Monday, June 23, 2025

1. Call to Order – 7:32 pm Roll Call - Present: Doug Speeney, Rachel Funcheon, Coraleine Kitt, Andy Stout, Denise Soppas, Jennifer Principato, and Paolo Marano. Karen Pennett was not present.

2. Approval of Minutes – May 12, 2025, meeting - approved and adopted.

3. Environmental Commission Website update - Rachel reached out to Borough Hall, but they can not make the changes to the website. There is a third party that designs and makes changes to the website. Rachel will be sending them the suggested changes/updates in writing.

4. Reports:

a. Tree Report (Update on required replanting) - 6 Tree inspections - all six approved. 54 trees to be removed. 1 to be replaced. Maria is sending out the letters about replacing trees, going back to those that lapsed from 2023. The letter mentions planting native trees.

b. Planning Board (Raising Cane's Stormwater update (Doug for Karen)) - Shoprite has not gotten their final approval by the planning board engineer. One thing still pending is the electric vehicle charging stations. Doug spoke to the Raising Cane engineer. He mentioned that the native plantings are up to 70%. They also agreed to put in a rain garden similar to that of ShopRite's to help with stormwater management even though it was not required by the ordinance.

c. Green Team - Farmer's market will be canceled on Tuesday, June 24 due to the heat advisory. The Green Team would like to work with EC to hand out information at the market. Possibly give River Friendly pamphlets out and the Preferred Tree List. Small signs with QR codes in frames on the table would work best. Doug suggested a QR code to our website where people can find all the information.

5. Next steps for litter reduction efforts

a. Clean Communities "Be a Rock Star" Slogan Initiative email blast 5/19/25; deadline is August 21, 2025. - Clean communities is running the contest. The Borough sent out an email blast.

b. Update on litter reduction signs - Rachel reached out to Bill Hance to say we might want to use funds from the Borough's Clean Communities grant to have anti-littering signs made. Bill said there is plenty of money in the account for that. Once Doug receives a design from

Rachel he will ask DPW to post No Littering Signs, about a half dozen, to place at the entrance of Best Lake Park, Stirling Road parking lot by the Lake, The playground parking lot, as well as signs posted at all entry points into the Borough, such as at top and bottom of Hillcrest Road, Bonnie Burn road, Stirling Road, Valley Road and Somerset Street.

6. BOA Application BA25-04; Crown Cadillac - Rt. 22 car dealership. 75 plants will be planted on this new construction site. EC will ask them to plan on planting 70% native plants.

7. Hazard Tree identification/reporting - Doug reported two hazard trees were reported to Catherine Furlan, who sent letters out to the owners of the trees. He suggested with the recent storms that all members of EC should look out for other hazard trees and report them directly to Catherine's attention.

8. Reusable Shopping bag Recycling Program (Outside of the Farmers Market Season) - Denise and Doug discussed the bag collection to give to the food pantry. Denise spoke to Bill Hance and the library about possibly collecting the bags, but the library cannot, due to their temporary housing situation. Denise mentioned that she has been storing the bags but her garage is running out of space to continue to store the bags. Rachel suggested collecting the bags downstairs at Borough Hall, and also that DPW may have space in their garage on Somerset St. to store them. Doug suggested having a bin placed somewhere for the reusable shopping bags.

9. "Skip the Stuff" potential Ordinance proposal - The Green Team is getting a list of food services in Watchung to send them a survey regarding Skip the Stuff. The plan is to show local businesses are in favor of the Skip the Stuff ordinance when presenting the plan to the Town Council. Doug suggested joining forces with the Green Team by writing a joint letter to the Council to propose passing the ordinance as other towns in our area are doing such as Westfield, Montclair, and Maplewood.

10. Salem Oak Update - Rachel and Bill Funcheon cleaned around the Oak and DPW put down mulch and a larger fence to protect the tree. Doug spoke to DPW and they can get a rock so that we can put a metal plaque on the rock to memorialize when it was planted and its history.

11. Open Forum (New ideas/suggestions) -

HELPSY bin update. The EC met at the bin to take a picture with the mayor at the site to help promote. Rachel wrote up an article and sent it to Edith to send out to local papers along with the photo. They have collected 1,622 pounds of clothes to date.

Doug mentioned that he has been working to obtain a third-party certification from the Watershed Institute for the Riparian Buffer Restoration project. He just received an update this evening that the Institute is going to approve us for River Friendly Community Partner certification. Congratulations Doug!

12. Public Comments

13. Adjournment - 9:25 pm. Next meeting September 15, 2025

*Join Zoom Meeting

<https://zoom.us/j/4653667048?pwd=OWFaNFR6VGxWdjlGRURCNkUxMHdqZz09>

Dial-in by phone: 1-646-558-8656 US (New York)

Meeting ID: 465 366 7048

Passcode: 054425

July/August 2025 Tree Report

Tree Inspections: 7

Tree Removal permits approved: 6

Trees to be removed: 129

Trees to be replaced: 24

D. Soppas & K. Pennett

Tree Inspections:

305 Ridge Rd – 13 trees—Approved - 13 replacements

Inspection: 7/24/25. (DS)

- No tree service listed
- 13 living trees

20 Stanie Glen Rd – 20 trees—Approved - 4 replacements

Inspection: 8/7/25. (DS)

- G & R Tree Service
- 20 trees listed as dead, dying, hazardous – but spoke to the homeowner about 4 live trees. They will replace them. And also they agreed to discuss with their tree service about possibly treating or pruning some trees instead of just cutting them down.

35 Snoden Lane – 27 trees—Approved – no replacements

Inspection: 8/7/25. (DS)

- No tree service listed
- 27 dead Ash trees

524 Ridge Rd – 6 trees listed on permit—not Approved (pending marking the trees or revised the number to 5 trees)

1st Inspection: 8/7/25. (DS)

- Monkey Tree Service
- I observed 5 dead Ash on front lawn but they were not marked. The permit lists 6 dead trees. If they owner marks the 5 trees, we can approve. They may need to revise the number of the trees to be remove on the permit. (No one answered the door)

37 Redmont Rd – 21 trees — Approved – no replacements

Inspection: 9/2/25. (DS)

- J & L Budget Tree Service
- 19 dead Ash, 2 dead Maples

332 Johnston Dr – 39 trees -Approved – 7 replacements

Inspection: 2/2/25. (DS)

- Pritchett Tree Service
- 32 Dead Trees, 7 live trees (Fir and Oak) – replacements required for 7 trees

40 Forest Dr – 9 trees -Approved – no replacements

Inspection: 9/2/25. (DS)

- Francis Tree Service
- 9 dead Ash

BOROUGH OF WATCHUNG
RESOLUTION: R4

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: S.E. Rose Trucking & Excavating, Inc., 27 Passaic Avenue, Warren, NJ 07059
Item: 2025 DPW Emergency Services
Total Price: \$52,400.00
Charged to: 5-01-205-281

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 18, 2025
INDEX: PURCHASING
C: B. HANCE

**BOROUGH OF WATCHUNG
RESOLUTON: R5**

WHEREAS, the Watchung Education Foundation has made application to the Borough of Watchung, County of Somerset, for a raffle license; and

WHEREAS, said application was presented as required for Findings and Determinations; and

WHEREAS, Borough Officials have reported the proper fees, if applicable, have been paid and therefore recommend 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 one (1) Raffle License as follows:

**NAME AND ADDRESS
OF ORGANIZATION**

DATE OF RAFFLE

The Watchung Educational Foundation
PO BOX 7152
Watchung, NJ 07069

RL#690- October 25, 2025
On Premise 50/50 Raffle

Christine B. Ead, Council President

Ronald Jubin, Ph. D., Mayor

ADOPTED: SEPTEMBER 18, 2025
INDEX: LICENSES
C: R. ANGELO

BOROUGH OF WATCHUNG

R E S O L U T I O N : R 6

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
\$3,580,902.44 per the attached bill list. The expenditures can be broken down into
the following categories:

Developer Escrow	\$	126.00
Other Escrow	\$	41,553.80
Capital Fund	\$	31,618.24
Grant Fund	\$	111,764.73
Watchung Borough Board of Education	\$	1,605,720.00
Watchung Hills Regional High School	\$	725,592.00
Current Fund	\$	1,064,527.67
Total:	\$	3,580,902.44

Robert Gibbs

Curt Dahl

Paul Fischer

Paolo Marano

Christine Ead, Council President

Sonia Abi Habib

William J. Hance, CFO

Ronald Jubin, Mayor

James Damato, Administrator

Date: September 19, 2025
Index: Finance
C: Finance

Range of Checking Accts: AFFORD HOUSING to WIRE TRANSFER Range of Check Dates: 08/29/25 to 09/12/25
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
CAPITAL ACCOUNT Citizens Capital Fund							
2413	09/10/25	NJFE NJ FIRE EQUIPMENT CO.					6092
24-01023	1	fire hose 1.75"x50'xw/1.5"	6,552.00	C-02- -111-002 2021 Fire Department Equipment	Budget		1 1
24-01023	2	fire hose 2.5"x50'xw/2.5"	1,480.00	C-02- -607-A13 Fire Department Equipment	Budget		2 1
24-01023	3	fire hose 2.5"x25'xw/2.5"	431.34	C-02- -607-A13 Fire Department Equipment	Budget		3 1
24-01023	4	fire hose 1.75"x50'xw/1.5"	450.00	C-02- -607-A13 Fire Department Equipment	Budget		4 1
24-01023	5	fire hose 1.75"x50'xw/1.5"	195.78	C-02- -607-A13 Fire Department Equipment	Budget		5 1
24-01023	5	fire hose 1.75"x50'xw/1.5"	254.22	C-02- -111-002 2021 Fire Department Equipment	Budget		5 2
24-01023	6	Megaflow Breather 4"x100'xw4"	3,418.00	C-02- -111-002 2021 Fire Department Equipment	Budget		6 1
24-01023	7	Megaflow Breather 4"x50'xw4"	1,127.50	C-02- -111-002 2021 Fire Department Equipment	Budget		7 1
24-01023	8	Megaflow Breather 4"x25'xw4"	709.40	C-02- -111-002 2021 Fire Department Equipment	Budget		8 1
			14,618.24				

2414	09/11/25	POTTERAR Potter Architects, LLC					6096
24-00560	11	Construction Administration	17,000.00	C-02- -244-A11 Watchung Library Improvements 24/04	Budget		1 1

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	31,618.24	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	31,618.24	0.00

CURRENT FUND Citizens Current Fund							
738	08/31/25	WAT01 WATCHUNG BORO. PAYROLL ACCT.		(Replacement of: CURRENT FUND 43767)			6083
25-00927	1	Watchung Boro Payroll	1,403.44	5-01- -165-111 Salary & Wage	Budget		42 1
25-00927	2	Watchung Boro Payroll	2,375.00	5-01- -190-111 Salary & Wage	Budget		43 1
25-00927	3	Watchung Boro Payroll	822.08	5-01- -190-112 Overtime	Budget		44 1
25-00927	4	Watchung Boro Payroll	287.66	5-01- -200-111 Salary & Wage	Budget		45 1
25-00927	5	Watchung Boro Payroll	875.00	5-01- -255-111 Salary & Wage	Budget		46 1
25-00927	6	Watchung Boro Payroll	2,083.33	5-01- -110-111 Salary & Wage	Budget		47 1
25-00927	7	Watchung Boro Payroll	10,124.66	5-01- -115-111 Salary & Wage	Budget		48 1
25-00927	8	Watchung Boro Payroll	9,686.69	5-01- -120-111 Salary & Wage	Budget		49 1

Check #	Check Date	Vendor		Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	
PO #	Item	Description						Ref Seq	Acct
CURRENT FUND		Citizens Current Fund		Continued					
738		WATCHUNG BORO. PAYROLL ACCT.		Continued					
25-00927	9	Watchung Boro Payroll		9,098.83	5-01- -130-111 Salary & wage	Budget		50	1
25-00927	10	Watchung Boro Payroll		3,213.98	5-01- -135-111 Salary & wage	Budget		51	1
25-00927	11	Watchung Boro Payroll		2,491.91	5-01- -140-111 Salary & wage	Budget		52	1
25-00927	12	Watchung Boro Payroll		2,726.08	5-01- -150-111 Salary & wages	Budget		53	1
25-00927	13	Watchung Boro Payroll		3,912.20	5-01- -205-111 Salary & wage	Budget		54	1
25-00927	14	Watchung Boro Payroll		2,673.44	5-01- -187-111 Salary & wage	Budget		55	1
25-00927	15	Watchung Boro Payroll		156,650.71	5-01- -190-111 Salary & wage	Budget		56	1
25-00927	16	Watchung Boro Payroll		13,568.56	5-01- -190-112 Overtime	Budget		57	1
25-00927	17	Watchung Boro Payroll		3,223.11	5-01- -190-112 Overtime	Budget		58	1
25-00927	18	Watchung Boro Payroll		18,007.61	5-01- -205-111 Salary & wage	Budget		59	1
25-00927	19	Watchung Boro Payroll		414.29	5-01- -205-112 Overtime	Budget		60	1
25-00927	20	Watchung Boro Payroll		7,737.70	5-01- -250-111 Salary & wage	Budget		61	1
25-00927	21	Watchung Boro Payroll		1,101.04	5-01- -265-111 Salary & wage	Budget		62	1
25-00927	22	Watchung Boro Payroll		2,919.16	5-01- -405-111 Salary & wage	Budget		63	1
25-00927	23	Watchung Boro Payroll		9,579.08	5-01- -310-218 Social Security / Medicare	Budget		64	1
25-00927	24	Watchung Boro Payroll		69.47	5-01- -307-283 DCRP	Budget		65	1
25-00930	1	Watchung Boro Payroll		528.91	5-01- -310-218 Social Security / Medicare	Budget		66	1
25-00930	2			2,000.00	5-01- -245-111 Salary & wage	Budget		67	1
25-00930	3			4,444.56	5-01- -115-111 Salary & wage	Budget		68	1
				<u>272,018.50</u>					
739		08/31/25 WAT01 WATCHUNG BORO. PAYROLL ACCT.		(Replacement of: CURRENT FUND 43794)				6086	
25-00968	1	Watchung Boro Payroll		1,696.13	5-01- -165-111 Salary & wage	Budget		51	1
25-00968	2	Watchung Boro Payroll		2,375.00	5-01- -190-111 Salary & wage	Budget		52	1
25-00968	3	Watchung Boro Payroll		287.66	5-01- -200-111 Salary & wage	Budget		53	1
25-00968	4	Watchung Boro Payroll		1,136.00	5-01- -115-111 Salary & wage	Budget		54	1
25-00968	5	Watchung Boro Payroll		875.00	5-01- -255-111 Salary & wage	Budget		55	1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	
PO #	Item	Description					Ref Seq	Acct
CURRENT FUND Citizens Current Fund Continued								
739 WATCHUNG BORO. PAYROLL ACCT. Continued								
25-00968	6	Watchung Boro Payroll	2,083.33	5-01- -110-111 Salary & Wage	Budget		56	1
25-00968	7	Watchung Boro Payroll	10,124.66	5-01- -115-111 Salary & Wage	Budget		57	1
25-00968	8	Watchung Boro Payroll	9,686.69	5-01- -120-111 Salary & Wage	Budget		58	1
25-00968	9	Watchung Boro Payroll	3,735.46	5-01- -135-111 Salary & Wage	Budget		59	1
25-00968	10	Watchung Boro Payroll	2,491.91	5-01- -140-111 Salary & Wage	Budget		60	1
25-00968	11	Watchung Boro Payroll	2,726.08	5-01- -150-111 Salary & Wages	Budget		61	1
25-00968	12	Watchung Boro Payroll	5,000.00	5-01- -205-111 Salary & Wage	Budget		62	1
25-00968	13	Watchung Boro Payroll	2,387.00	5-01- -187-111 Salary & Wage	Budget		63	1
25-00968	14	Watchung Boro Payroll	152,859.05	5-01- -190-111 Salary & Wage	Budget		64	1
25-00968	15	Watchung Boro Payroll	4,204.23	5-01- -190-112 Overtime	Budget		65	1
25-00968	16	Watchung Boro Payroll	16,407.61	5-01- -205-111 Salary & Wage	Budget		66	1
25-00968	17	Watchung Boro Payroll	8,205.08	5-01- -250-111 Salary & Wage	Budget		67	1
25-00968	18	Watchung Boro Payroll	1,101.04	5-01- -265-111 Salary & Wage	Budget		68	1
25-00968	19	Watchung Boro Payroll	2,919.16	5-01- -405-111 Salary & Wage	Budget		69	1
25-00968	20	Watchung Boro Payroll	9,181.69	5-01- -310-218 Social Security / Medicare	Budget		70	1
25-00968	21	Watchung Boro Payroll	102.43	5-01- -307-283 DCRP	Budget		71	1
25-00968	22	Watchung Boro Payroll	9,098.83	5-01- -130-111 Salary & Wage	Budget		72	1
			<u>248,684.04</u>					
43796	09/10/25	AEFAP Any Excuse For A Party					6090	
25-00971	1	Harvest Festival Entertainment	1,167.50	5-01- -245-203 Harvest Festival	Budget		30	1
43797	09/10/25	ATACARE AMERICAN TIRE & AUTO CARE					6090	
25-00087	11	Silverado repair	1,413.05	5-01- -185-269 Vehicle Repairs & Maint.	Budget		7	1
25-00087	12	Durango repair	1,079.45	5-01- -185-269 Vehicle Repairs & Maint.	Budget		8	1
			<u>2,492.50</u>					
43798	09/10/25	BATEM DIFRANCESCO, BATEMAN, COLEY,					6090	
25-00410	41	general legal July	6,750.00	5-01- -145-279 Prof. & Cons. Serv. Legal	Budget		20	1

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CURRENT FUND Citizens Current Fund Continued									
43798		DIFRANCESCO, BATEMAN, COLEY, Continued							
25-00410	42	general legal services	1,080.00	5-01- -145-279	Budget		21	1	
			<u>7,830.00</u>	Prof. & Cons. Serv. Legal					
43799	09/10/25	BHPHOTO B & H Photo Video					6090		
25-00923	1	NIKON BATTERY & MEMORY CARD	210.57	5-01- -187-227	Budget		28	1	
				Office Supplies / Materials					
43800	09/10/25	BOLDELEC BOLD ELECTRIC & GENERATORS					6090		
25-00199	11	2025 DPW MAINTENANCE/SERVICE	16,945.00	5-01- -155-266	Budget		16	1	
				Building Repair & Maintenance					
43801	09/10/25	BRUNOASS Bruno Associates, Inc.					6090		
25-00242	8	grant writing services	3,250.00	5-01- -110-281	Budget		17	1	
				Prof & Cons. Servs. - Other					
43802	09/10/25	BUROJOES JOSEPH BURO					6090		
25-00961	1	REIMBURSEMENT - HOME DEPOT	150.25	5-01- -205-237	Budget		29	1	
				Building Supplies & Materials					
43803	09/10/25	CITIZEN Citizens Bank				09/11/25 VOID	6090		
25-00837	1	Ultatel Phone Upgrade	908.90	5-01- -190-259	Budget		23	1	
				Telephone					
43804	09/10/25	FOVEONIC Foveonics Document Solutions					6090		
25-00877	1	document imaging	25,000.00	5-01- -610-204	Budget		24	1	
				Records Archiving					
25-00877	2	document imaging	1,632.99	4-01- -610-204	Budget		25	1	
				Records Archiving					
25-00877	3	document imaging	16,482.01	4-01- -610-204	Budget		26	1	
				Records Archiving					
25-00877	4	document imaging	1,246.24	5-01- -160-281	Budget		27	1	
			<u>44,361.24</u>	Prof. & Cons. Servs. Other					
43805	09/10/25	JAEGERLU JAEGER LUMBER					6090		
25-00121	2	dpw supplies	3,074.64	5-01- -155-237	Budget		9	1	
				Bldg. Supplies & Materials					
25-00121	3	dpw supplies	886.18	5-01- -155-237	Budget		10	1	
			<u>3,960.82</u>	Bldg. Supplies & Materials					
43806	09/10/25	JESCO JESCO, INC.					6090		
25-00722	1	BACKHOE LOAD	1,992.59	5-01- -205-225	Budget		22	1	
				Other Equipment					
43807	09/10/25	JIF SUBURBAN JOINT INSURANCE FUND					6090		
25-00028	5	3rd installment 2025	27,895.40	5-01- -175-187	Budget		2	1	
				Commercial Liability Insurance					
25-00028	6	3rd installment 2025	27,895.40	5-01- -175-289	Budget		3	1	
				workman's Comp. Insurance					

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CURRENT FUND Citizens Current Fund Continued								
43807	SUBURBAN	JOINT INSURANCE FUND	Continued					
25-00028	7	3rd installment 2025	0.00	5-01- -175-188	Budget		4	1
				Umbrella Liability Insurance				
25-00028	8	3rd installment 2025	1,748.60	5-01- -175-289	Budget		5	1
				Workman's Comp. Insurance				
25-00028	9	3rd installment 2025	5,000.00	4-01- -245-287	Budget		6	1
				Commercial Liability				
			<u>6,748.60</u>					
43808	09/10/25	LEDACGON Leda C Gonzalez, Interpreter					6090	
25-00023	9	court interpreter	590.00	5-01- -405-282	Budget		1	1
				Specialized Services				
43809	09/10/25	MAINSTRE Main Street Designs					6090	
25-00349	1	6' 3D heart with arrow	3,485.00	4-01- -275-227	Budget		18	1
				Office Supplies & Materials				
25-00349	2	shipping	563.00	4-01- -120-227	Budget		19	1
				Office Supplies & Materials				
			<u>4,048.00</u>					
43810	09/10/25	PINTO PINTO BROTHERS					6090	
25-00136	10	2025 DPW ROLL00FF CONTAINER	364.25	5-01- -155-273	Budget		11	1
				Bldg.-Other Contracted Serv.				
25-00136	11	2025 DPW ROLL00FF CONTAINER	605.60	5-01- -610-202	Budget		12	1
				Buildings & Grounds Improvements				
			<u>969.85</u>					
43811	09/10/25	SERTE S.E. ROSE TRUCKING					6090	
25-00145	2	emergency repair Will Lane	5,900.00	4-01- -610-201	Budget		13	1
				Infrastructure Improvements				
25-00145	3	emergency repair Elsinore	8,000.00	4-01- -610-201	Budget		14	1
				Infrastructure Improvements				
25-00145	4	emergency repair Will Lane	38,500.00	4-01- -610-201	Budget		15	1
				Infrastructure Improvements				
			<u>52,400.00</u>					
740	09/11/25	CITIZEN Citizens Bank					6094	
25-00807	1	Custom Stickers Nat Night Out	179.13	5-01- -190-258	Budget		1	1
				Printing & Binding				
25-00837	1	Ultatel Phone Upgrade	908.90	5-01- -190-259	Budget		2	1
				Telephone				
25-01000	1	BJS order	230.61	5-01- -245-217	Budget		3	1
				Special Events				
25-01000	2	home depot	24.45	5-01- -205-231	Budget		4	1
				Emergency & Safety Supplies				
25-01000	3	Werner course registration	390.00	5-01- -205-276	Budget		5	1
				Training Aids & Programs				
25-01000	4	Buro course registration	390.00	5-01- -205-276	Budget		6	1
				Training Aids & Programs				
25-01000	5	Buro pesticide license	82.34	5-01- -205-276	Budget		7	1
				Training Aids & Programs				

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PO #	Item	Description					Ref Seq	Acct
CURRENT FUND Citizens Current Fund Continued								
740	Citizens Bank	Continued						
25-01000	6	Powerhouse studios	2,402.48	5-01- -245-217 Special Events	Budget		8	1
25-01000	7	Amazon	547.56	5-01- -155-254 Other Materials & Supplies	Budget		9	1
25-01000	8	Rackspace	957.00	5-01- -115-233 Computer Expenses	Budget		10	1
25-01000	9	Ultatel	908.90	5-01- -115-233 Computer Expenses	Budget		11	1
25-01000	10	Rackspace	377.07	5-01- -190-233 Computer Expense	Budget		12	1
			<u>7,398.44</u>					
741	09/11/25	PERS State of New Jersey					6094	
25-00051	17	active health September	116,852.14	5-01- -175-393 Health Benefits Plan	Budget		13	1
25-00051	18	retired health September	102,110.98	5-01- -175-393 Health Benefits Plan	Budget		14	1
			<u>218,963.12</u>					
43883	09/11/25	AAAFACIL AAA Facility Services LLC					6095	
25-00040	11	September cleaning	3,445.00	5-01- -155-272 Janitorial & Laundry Serv.	Budget		12	1
43884	09/11/25	ACDAUGHT AC DAUGHTRY SECURITY SYSTEMS					6095	
25-00079	11	2025 SECURITY SYSTEM SERVICES	41.58	5-01- -155-273 Bldg.-Other Contracted Serv.	Budget		14	1
43885	09/11/25	ADS Action Data Services					6095	
25-00025	24	payroll services	512.18	5-01- -130-281 Prof. & Contr. Services-Other	Budget		8	1
43886	09/11/25	AIRP AIRPOWER INTERNATIONAL					6095	
25-00924	1	YEARLY SERVICE CONTRACT	2,260.00	5-01- -185-271 Equip. Repairs & Maint.	Budget		69	1
43887	09/11/25	AMAZ Amazon Capital Services, Inc					6095	
25-00949	1	DECOMIL 3x5 Flag Display	99.95	5-01- -190-221 Office Furniture & Equip.	Budget		78	1
25-00949	2	Smead 50pk Legal ExpansionFldr	170.95	5-01- -190-227 Office Supplies & Materials	Budget		79	1
25-00949	3	Amazon Stapler w 1000 Staples	16.95	5-01- -190-227 Office Supplies & Materials	Budget		80	1
25-00949	4	Drinking Cups (500pk)	59.82	5-01- -190-227 Office Supplies & Materials	Budget		81	1
25-00949	5	Workpro 100pk Razor Blades	9.98	5-01- -190-244 Hardware & Minor Tools	Budget		82	1
			<u>357.65</u>					
43888	09/11/25	ANDE2 SCOTT ANDERLE					6095	
25-00941	1	Promotional Lunch for NJSACOP	38.30	5-01- -190-235 Food & Drugs	Budget		71	1

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CURRENT FUND Citizens Current Fund Continued								
43889	09/11/25	ANIMALCO Animal Control Solutions					6095	
25-00037	15	animal control services	1,744.00	5-01- -235-273	Budget		11	1
				Other Contracted Service				
43890	09/11/25	AOC ALLIED OIL, LLC					6095	
25-00084	29	diesel 8/21/25	1,259.02	5-01- -283-751	Budget		15	1
				Motor Fuels				
25-00084	30	unleaded 8/21/25	2,183.24	5-01- -283-751	Budget		16	1
				Motor Fuels				
25-00084	31	unleaded 8/07/25	2,277.18	5-01- -283-751	Budget		17	1
				Motor Fuels				
			5,719.44					
43891	09/11/25	APPROVED APPROVED FIRE PROTECTION					6095	
25-00088	4	2025 EXTINGUISHER INSPECTION	389.72	5-01- -155-273	Budget		18	1
				Bldg.-Other Contracted Serv.				
25-00088	5	2025 EXTINGUISHER INSPECTION	1,373.95	5-01- -155-273	Budget		19	1
				Bldg.-Other Contracted Serv.				
			1,763.67					
43892	09/11/25	BEL VERIZON					6095	
25-00990	1	September payment	1,518.81	5-01- -283-459	Budget		109	1
				Telephone				
25-00990	2	September payment	2,389.78	5-01- -283-459	Budget		110	1
				Telephone				
			3,908.59					
43893	09/11/25	BOLDELEC BOLD ELECTRIC & GENERATORS					6095	
25-00199	12	2025 DPW MAINTENANCE/SERVICE	234.58	5-01- -155-266	Budget		47	1
				Building Repair & Maintenance				
43894	09/11/25	BRADYIND BRADY INDUSTRIES					6095	
25-00097	1	2025 DPW JANITORIAL SUPPLIES	1,810.64	5-01- -205-254	Budget		20	1
				Other Materials & Supplies				
43895	09/11/25	CJTH CENTRAL JERSEY TRAILER &					6095	
25-00956	1	PD MESSAGE BOARD TRAILER	288.96	5-01- -155-222	Budget		83	1
				Equipment For Building				
43896	09/11/25	CLANGE Colleen Lange					6095	
25-00994	1	fitness on the green banner	22.18	5-01- -245-217	Budget		120	1
				Special Events				
43897	09/11/25	CLEARFLY Clearfly					6095	
25-00212	9	phone service	379.81	5-01- -283-459	Budget		48	1
				Telephone				
43898	09/11/25	COMMS COMMUNICATIONS SPECIALISTS					6095	
25-00977	1	Yearly PD Radio Maintenance	9,844.80	5-01- -190-268	Budget		92	1
				Communications Equip. Serv.				

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CURRENT FUND Citizens Current Fund Continued							
43899	09/11/25	CROWN CROWN TROPHY OF GREEN BROOK					6095
25-00948	1	Fishing Derby Trophies	132.50	5-01- -245-217 Special Events	Budget		77 1
43900	09/11/25	DISCO005 Discover Restitution					6095
25-00908	1	Supoena fee	22.00	5-01- -190-282 Specialized Services	Budget		62 1
43901	09/11/25	FCS FANWOOD CRUSHED STONE					6095
25-00110	2	2025 DPW STONE PURCHASE	6,139.56	5-01- -205-242 Asphalt, Paving Materials	Budget		21 1
25-00110	3	2025 DPW STONE PURCHASE	441.45	5-01- -205-242 Asphalt, Paving Materials	Budget		22 1
			<u>6,581.01</u>				
43902	09/11/25	FITRITEU FIT-RITE UNIFORM CO., INC.					6095
25-00944	1	Citation Bar Blue	7.00	5-01- -190-239 Uniforms, Clothing Expense	Budget		74 1
43903	09/11/25	GPU JCP & L					6095
25-00986	1	September payment	33.24	5-01- -283-263 Electricity	Budget		104 1
25-00986	2	September payment	206.78	5-01- -283-263 Electricity	Budget		105 1
25-00987	1	September Payment	33.24	5-01- -283-263 Electricity	Budget		106 1
			<u>273.26</u>				
43904	09/11/25	GREAT Great America Financial Serv.					6095
25-00027	12	folder / stuffer	359.00	5-01- -135-281 Profess. & Cons. Serv.-Other	Budget		9 1
25-00027	13	folder / stuffer	358.00	5-01- -140-258 Printing & Binding	Budget		10 1
			<u>717.00</u>				
43905	09/11/25	HANCE WILLIAM HANCE					6095
25-00007	20	computer desk mount	42.64	5-01- -185-233 Computer Expenses	Budget		7 1
43906	09/11/25	HL HUSTON LUMBER CO.					6095
25-00120	3	2025 DPW PURCHASES & SUPPLIES	98.15	5-01- -205-243 Other Road Materials	Budget		25 1
43907	09/11/25	HODE2 HOME DEPOT CREDIT SERVICES					6095
25-00119	8	2025 FIRE DEPT. PURCHASES	988.71	5-01- -205-244 Hardware and Minor Tools	Budget		24 1
43908	09/11/25	HOFF HOFFMAN TIRE CO., INC.					6095
25-00117	3	2025 DPW REPAIR & SERVICE	275.00	5-01- -205-249 Tires and Tubes	Budget		23 1

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CURRENT FUND Citizens Current Fund Continued									
43909	09/11/25	IFPI INSTITUTE FOR FORENSIC PSYCH.					6095		
25-00943	1	Pre-employment Physyc Eval	550.00	5-01- -190-285	Budget		73	1	
				Physical Exams					
43910	09/11/25	INTERGLO Interglobe Communications					6095		
25-00988	1	September payment	900.00	5-01- -190-259	Budget		107	1	
				Telephone					
43911	09/11/25	LAWSONPR LAWSON PRODUCTS					6095		
25-00124	2	2025 DPW MATERIALS & SUPPLIES	1,221.70	5-01- -205-254	Budget		27	1	
				Other Materials & Supplies					
43912	09/11/25	LEXIPOL LEXIPOL, LLC					6095		
25-00962	1	MOBILE SOLUTION	1,711.90	5-01- -185-248	Budget		87	1	
				Communications Equip. Parts					
43913	09/11/25	LMI LANDSCAPE MATERIALS INS.					6095		
25-00123	2	2025 DPW MATERIALS & SUPPLIES	224.00	5-01- -155-254	Budget		26	1	
				Other Materials & Supplies					
43914	09/11/25	MARMIC Marmic Associates					6095		
25-00003	18	consulting service	1,937.50	5-01- -115-233	Budget		3	1	
				Computer Expenses					
25-00003	19	proactive maintenance	990.00	5-01- -115-233	Budget		4	1	
				Computer Expenses					
25-00003	20	cloud backup	200.00	5-01- -115-233	Budget		5	1	
				Computer Expenses					
25-00003	21	sentinel one antivirus	528.00	5-01- -115-233	Budget		6	1	
				Computer Expenses					
			<u>3,655.50</u>						
43915	09/11/25	MEDEMERG Medemerge, PA					6095		
25-00942	1	New Hire Physical Lettich	82.00	5-01- -190-285	Budget		72	1	
				Physical Exams					
43916	09/11/25	MPI WOODS MACHINERY					6095		
25-00158	7	2025 DPW SUPPLIES	1,159.37	5-01- -205-254	Budget		44	1	
				Other Materials & Supplies					
25-00158	8	2025 DPW SUPPLIES	859.98	5-01- -205-254	Budget		45	1	
				Other Materials & Supplies					
			<u>2,019.35</u>						
43917	09/11/25	MYDOORSI SMART SIGN					6095		
25-00724	1	SHUT-OFF & NO FISHING SIGNS	125.21	5-01- -205-245	Budget		61	1	
				Signs					
43918	09/11/25	NJAWC NJ AMERICAN WATER					6095		
25-00985	1	August & September Bills	4,834.57	5-01- -283-564	Budget		103	1	
				Water					

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CURRENT FUND Citizens Current Fund Continued								
43919	09/11/25	NJCOP N.J.S.A.C.O.P.					6095	
25-00947	1	Prep & Admn of Oral Prom.Exam	2,925.00	5-01- -190-282 Specialized Services	Budget		75	1
25-00947	2	Prep & Admn of Oral Prom.Exam	2,925.00	5-01- -190-282 Specialized Services	Budget		76	1
			<u>5,850.00</u>					
43920	09/11/25	NJHMG005 New Jersey Hills Media Group					6095	
25-00970	1	PB aug meeting notice	28.56	5-01- -160-255 Advertising Expenses	Budget		89	1
43921	09/11/25	NJLM NJ LEAGUE OF MUNICIPALITIES					6095	
25-00940	1	Laborer for DPW Job Listing	160.00	5-01- -205-255 Advertising Costs	Budget		70	1
25-00957	1	2025 NJLM Annual Conference	360.00	5-01- -110-274 Conference Expense	Budget		84	1
25-00957	2	2025 NJLM Annual Conference	60.00	5-01- -110-274 Conference Expense	Budget		85	1
25-00957	4	2025 NJLM Annual Conference	90.00	5-01- -110-274 Conference Expense	Budget		86	1
			<u>670.00</u>					
43922	09/11/25	OPTIMUM Optimum					6095	
25-00989	1	September payment	160.94	5-01- -283-459 Telephone	Budget		108	1
43923	09/11/25	PARSA P.A.R.S.A.					6095	
25-00247	6	maintenance fee	6,440.50	5-01- -450-201 PARSA	Budget		50	1
25-00247	7	licensed operator	3,000.00	5-01- -450-201 PARSA	Budget		51	1
25-00247	8	pump station	3,000.00	5-01- -450-201 PARSA	Budget		52	1
			<u>12,440.50</u>					
43924	09/11/25	PRED PREDATOR TREE SERVICE					6095	
25-00138	6	2025 DPW TREE SERVICE	2,400.00	5-01- -205-273 Other Contractural Services	Budget		29	1
25-00138	7	2025 DPW TREE SERVICE	2,000.00	5-01- -155-273 Bldg.-Other Contracted Serv.	Budget		30	1
			<u>4,400.00</u>					
43925	09/11/25	PSEG PSE&G CO.					6095	
25-00991	1	Building Electricity	7,658.99	5-01- -283-163 Electricity	Budget		111	1
25-00991	2	Building Electricity	68.50	5-01- -283-362 Heating/AC	Budget		112	1
25-00991	3	Building Electricity	7.45	5-01- -225-263 Gas & Electric	Budget		113	1
25-00991	4	STREET / Traffic Lighting	7,306.69	5-01- -283-163 Electricity	Budget		114	1

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CURRENT FUND Citizens Current Fund Continued								
43925	PSE&G CO.	Continued						
25-00993	1	Street/Traffic Lighting	1,525.97	5-01- -283-263 Electricity	Budget		116	1
25-00993	2	Street/Traffic Lighting	1,618.81	5-01- -283-163 Electricity	Budget		117	1
25-00993	3	Street/Traffic Lighting	89.24	5-01- -283-362 Heating/AC	Budget		118	1
25-00993	4	Street/Traffic Lighting	499.69	5-01- -225-263 Gas & Electric	Budget		119	1
			<u>18,775.34</u>					
43926	09/11/25	RAP READ AUTO PARTS					6095	
25-00129	6	2025 DPW REPAIRS & PARTS	299.80	5-01- -205-247 Vehicular Parts & Accessories	Budget		28	1
43927	09/11/25	RENTAFEN RENT-A-FENCE, INC.					6095	
25-00918	1	6' TEMPORARY PANEL RENTAL	902.00	5-01- -155-237 Bldg. Supplies & Materials	Budget		68	1
43928	09/11/25	RG Ruderman & Roth LLC					6095	
25-00041	9	labor attorney services August	165.00	5-01- -145-211 Labor Attorney	Budget		13	1
43929	09/11/25	RT23AUTO ROUTE 23 AUTO MALL					6095	
25-00143	1	2025 DPW SERVICE & PARTS	7,384.32	5-01- -205-247 Vehicular Parts & Accessories	Budget		31	1
43930	09/11/25	SDL Spatial Data Logic LLC					6095	
25-00996	1	enterprise license & hosting	29,664.00	5-01- -250-233 Computer Expenses	Budget		122	1
43931	09/11/25	SDT SPARTA DISCOUNT TIRE, INC.					6095	
25-00974	1	Continental 275/60R20 Tires	1,037.85	5-01- -190-249 Tire & Tubes	Budget		90	1
25-00974	2	Michelin 245/60R18	864.00	5-01- -205-249 Tires and Tubes	Budget		91	1
			<u>1,901.85</u>					
43932	09/11/25	SHERWEB Sherweb					6095	
25-00214	5	computer service	202.64	5-01- -115-233 Computer Expenses	Budget		49	1
43933	09/11/25	SONJDCA STATE OF NEW JERSEY					6095	
25-00912	1	DCA ELSA - VIOLATION	203.00	5-01- -155-273 Bldg.-Other Contracted Serv.	Budget		63	1
25-00912	2	DCA ELSA - VIOLATION	203.00	5-01- -155-273 Bldg.-Other Contracted Serv.	Budget		64	1
			<u>406.00</u>					
43934	09/11/25	SPSCO SOMERSET PLUMBING SUPPLY CO.					6095	
25-00149	10	2025 DPW SUPPLIES & MATERIALS	184.60	5-01- -155-237 Bldg. Supplies & Materials	Budget		32	1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	
PO #	Item	Description					Ref Seq	Acct
CURRENT FUND		Citizens Current Fund	Continued					
43934	SOMERSET	PLUMBING SUPPLY CO.	Continued					
25-00149	11	2025 DPW SUPPLIES & MATERIALS	1,638.70	5-01- -155-237	Budget		33	1
			<u>1,823.30</u>	Bldg. Supplies & Materials				
43935	09/11/25	STAPL STAPLES BUSINESS ADVANTAGE					6095	
25-00628	3	office supplies	263.61	5-01- -165-227	Budget		60	1
				Office Supplies & materials				
43936	09/11/25	TOSHI TOSHIBA BUSINESS SOLUTIONS					6095	
25-00435	33	copier costs	300.00	5-01- -190-228	Budget		55	1
				Photocopy Expense				
25-00435	34	copier costs	65.34	5-01- -120-228	Budget		56	1
				Photocopy Expense				
25-00435	35	copier costs	238.00	5-01- -120-228	Budget		57	1
				Photocopy Expense				
25-00435	36	copier costs	65.34	5-01- -120-228	Budget		58	1
				Photocopy Expense				
25-00435	37	copier costs	365.45	5-01- -120-228	Budget		59	1
			<u>1,034.13</u>	Photocopy Expense				
43937	09/11/25	TOSHIBA Toshiba Financial Services					6095	
25-00250	33	copier lease	5,236.86	5-01- -120-228	Budget		53	1
				Photocopy Expense				
25-00250	34	copier lease	74.98	5-01- -120-228	Budget		54	1
			<u>5,311.84</u>	Photocopy Expense				
43938	09/11/25	TSS TRAFFIC SAFETY SERVICE					6095	
25-00915	1	ROAD FLARES	1,152.00	5-01- -185-231	Budget		65	1
				Emergency & Safety Supplies				
43939	09/11/25	TURTL TURTLE & HUGHES, INC.					6095	
25-00153	1	2025 DPW SUPPLIES	115.95	5-01- -155-237	Budget		34	1
				Bldg. Supplies & Materials				
25-00153	2	2025 DPW SUPPLIES	64.38	5-01- -155-237	Budget		35	1
			<u>180.33</u>	Bldg. Supplies & Materials				
43940	09/11/25	UGIES UGI Energy Services LLC					6095	
25-00992	1	September payment	100.19	5-01- -283-362	Budget		115	1
				Heating/AC				
43941	09/11/25	ULINE Uline Ship.Supply Specialist					6095	
25-00917	1	CLEANROOM WIPES & SANITIZING	424.71	5-01- -155-244	Budget		67	1
				Hardware & Minor Tools				
43942	09/11/25	ULTATEL ULTATEL					6095	
25-00965	1	police phone service	2,227.91	5-01- -283-459	Budget		88	1
				Telephone				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	
PO #	Item	Description					Ref Seq	Acct
CURRENT FUND Citizens Current Fund Continued								
43943	09/11/25	VANENGEL Van Engelen, Inc.					6095	
25-00983	1	N8280 KING ALFRED NARCISSUS/	124.50	5-01- -215-253	Budget		93	1
				Horticultural Materials				
25-00983	2	N8835 KING ALFRED LANDSCAPING	107.75	5-01- -215-253	Budget		94	1
				Horticultural Materials				
25-00983	3	N8164 GOBLET BULBS 100 BULBS	75.50	5-01- -215-253	Budget		95	1
				Horticultural Materials				
25-00983	4	N8837 MT HOOD LANDSCAPE	164.75	5-01- -215-253	Budget		96	1
				Horticultural Materials				
25-00983	5	N8420 RIJNVELD'S EARLY	64.75	5-01- -215-253	Budget		97	1
				Horticultural Materials				
25-00983	6	N8310 LOVEDAY 100 BULBS	67.25	5-01- -215-253	Budget		98	1
				Horticultural Materials				
25-00983	7	N8400 PINK CHARM 100 BULBS	91.50	5-01- -215-253	Budget		99	1
				Horticultural Materials				
25-00983	8	N8850 SALOME LANDSCAPE	167.50	5-01- -215-253	Budget		100	1
				Horticultural Materials				
25-00983	9	TARIFF	51.81	5-01- -215-253	Budget		101	1
				Horticultural Materials				
25-00983	10	SHIPPING	86.35	5-01- -215-253	Budget		102	1
				Horticultural Materials				
			1,001.66					
43944	09/11/25	WAC WELDON ASPHALT COMPANY					6095	
25-00157	4	2025 DPW ASPHALT MATERIAL	1,097.60	5-01- -205-242	Budget		42	1
				Asphalt, Paving Materials				
25-00157	5	2025 DPW ASPHALT MATERIAL	1,944.42	5-01- -205-242	Budget		43	1
				Asphalt, Paving Materials				
			3,042.02					
43945	09/11/25	WAR01 Costello's Ace Hardward					6095	
25-00154	8	2025 DPW SUPPLIES	827.59	5-01- -155-232	Budget		36	1
				General Supplies				
43946	09/11/25	WARRENMA Warren Machine Company LLC					6095	
25-00184	2	Emergency - High Water truck	1,100.00	5-01- -200-231	Budget		46	1
				Emergency & Safety Supplies				
43947	09/11/25	WBBOE WATCHUNG BOROUGH BOARD OF ED					6095	
25-00001	11	October 2025 taxes	1,605,720.00	5-01- -901-999	Budget		1	1
				WAT BD OF ED TAXES PAYABLE				
25-00995	4	Youth Services	6,008.53	5-01- -245-217	Budget		121	1
				Special Events				
			1,611,728.53					
43948	09/11/25	WC WELDON CONCRETE					6095	
25-00156	1	2025 DPW CONCRETE MATERIAL	220.00	5-01- -205-242	Budget		40	1
				Asphalt, Paving Materials				
25-00156	2	2025 DPW CONCRETE MATERIAL	769.00	5-01- -205-242	Budget		41	1
				Asphalt, Paving Materials				
			989.00					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND Citizens Current Fund Continued									
43949	09/11/25	WHITE WHITEMARSH CORP					6095		
25-00916	1	BLUE KEY FOBS	306.00	5-01- -155-246	Budget		66	1	
				Equip. & Machinery Parts					
43950	09/11/25	WHRHS WATCHUNG HILLS REG.HIGH SCHOOL					6095		
25-00002	11	October 2025 levy payment	725,592.00	5-01- -902-999	Budget		2	1	
				WHRHS TAXES PAYABLE					
43951	09/11/25	WPCLLC WARRENVILLE PLUMBING & CO.,LLC					6095		
25-00155	7	2025 DPW MAINTENANCE & REPAIRS	1,500.00	5-01- -155-266	Budget		37	1	
				Building Repair & Maintenance					
25-00155	8	2025 DPW MAINTENANCE & REPAIRS	1,985.00	5-01- -155-266	Budget		38	1	
				Building Repair & Maintenance					
25-00155	9	2025 DPW MAINTENANCE & REPAIRS	985.00	5-01- -155-266	Budget		39	1	
				Building Repair & Maintenance					
			4,470.00						
Checking Account Totals									
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>				
		Checks: 88	1	3,395,839.67	908.90				
		Direct Deposit: 0	0	0.00	0.00				
		Total: 88	1	3,395,839.67	908.90				
GRANT FUND Citizens Grant Fund									
3136	09/10/25	JIF SUBURBAN JOINT INSURANCE FUND					6093		
25-00028	10	3rd installment 2025	100,929.40	G-03- -510-130	Budget		1	1	
				Safe & Secure Local Share 2024					
3137	09/11/25	BARCOPRO BARCO PRODUCTS					6097		
25-00093	1	2025 DPW SUPPLIES	6,081.86	G-03- -540-209	Budget		1	1	
				Recycling Tonnage Grant 2021					
3138	09/11/25	WBBOE WATCHUNG BOROUGH BOARD OF ED					6097		
25-00995	1	Youth Services	1,950.22	G-03- -555-298	Budget		2	1	
				Youth Services Grant 2021 - 2022 Annual					
25-00995	2	Youth Services	2,106.87	G-03- -555-298	Budget		3	1	
				Youth Services Grant 2021 - 2022 Annual					
25-00995	3	Youth Services	696.38	G-03- -555-299	Budget		4	1	
				Youth Services Grant 2022 - 2023 Annual					
			4,753.47						
Checking Account Totals									
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>				
		Checks: 3	0	111,764.73	0.00				
		Direct Deposit: 0	0	0.00	0.00				
		Total: 3	0	111,764.73	0.00				
PNC DEV ESCROW Citizens Developer Escrow									
15754	09/10/25	BATEM DIFRANCESCO,BATEMAN,COLEY,					6091		
25-00410	43	legal services Bonnie Burn Rd	126.00	E-PB24-01	Project		1	1	
				Bonnie Burn Rd PB19-01					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
PNC DEV ESCROW		Citizens Developer Escrow	Continued						
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:	1	0	126.00	0.00			
		Direct Deposit:	0	0	0.00	0.00			
		Total:	1	0	126.00	0.00			
PNC OTHER ESC		Citizens Savings Other Escrow							
199 08/31/25		WAT01 WATCHUNG BORO. PAYROLL ACCT.			(Replacement of: PNC OTHER ESC 15530)		6087		
25-00928	1	Watchung Boro PD Payroll	19,465.00		T-93- -100-5ED Budget		6	1	
					Extra Duty Solutions Funds				
25-00928	2	Watchung Boro PD Payroll	675.00		T-93- -100-502 Budget		7	1	
					Levin Management (Blue Star)				
25-00978	1	Watchung Boro PD Payroll	10,880.00		T-93- -100-5ED Budget		10	1	
					Extra Duty Solutions Funds				
			31,020.00						
15532 09/11/25		NORTHERN NORTHERN NURSERIES, INC.					6098		
25-00134	2	crabapple & magnolia	478.00		T-93- -100-207 Budget		2	1	
					Tree Fund				
25-00134	3	cherry tree	1,695.00		T-93- -100-207 Budget		3	1	
					Tree Fund				
25-00134	4	dogwood, cherry,crabapple,etc	7,711.80		T-93- -100-207 Budget		4	1	
					Tree Fund				
25-00134	5	redbud	249.00		T-93- -100-207 Budget		5	1	
					Tree Fund				
25-00134	6	kwanzan cherry tree	290.00		T-93- -100-207 Budget		6	1	
					Tree Fund				
			10,423.80						
15533 09/11/25		REEFCO Reefco Aquarium Service, LLC					6098		
25-00024	10	library services	110.00		T-93- -100-110 Budget		1	1	
					Watchung Public Library Advisory Board				
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:	3	0	41,553.80	0.00			
		Direct Deposit:	0	0	0.00	0.00			
		Total:	3	0	41,553.80	0.00			
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:	97	1	3,580,902.44	908.90			
		Direct Deposit:	0	0	0.00	0.00			
		Total:	97	1	3,580,902.44	908.90			

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	4-01	79,563.00	0.00	0.00	79,563.00
Current Fund	5-01	3,316,276.67	0.00	0.00	3,316,276.67
Capital Fund	C-02	31,618.24	0.00	0.00	31,618.24
Grant Fund	G-03	111,764.73	0.00	0.00	111,764.73
	T-93	41,553.80	0.00	0.00	41,553.80
Total of All Funds:		3,580,776.44	0.00	0.00	3,580,776.44

Project Description	Project No.	Project Total
Bonnie Burn Rd PB19-01	E-PB24-01	126.00
Total Of All Projects:		<u>126.00</u>

**BOROUGH OF WATCHUNG
RESOLUTION: R7**

***CREATING AND IMPLEMENTING A LONG-RANGE PLAN TO ADDRESS
STORMWATER AND DRAINAGE ISSUES THROUGHOUT THE BOROUGH***

WHEREAS, the Mayor and Borough Council of the Borough of Watchung declares that it is in the best interests of the Borough to address the various stormwater and drainage problems in a comprehensive and orderly fashion that aligns with N.J.S.A. 59:1.1, *et seq.*; and

WHEREAS, N.J.S.A. 59:1.1, *et seq.*, provides limitations on liability for public entities for conditions of public property where the public entity exercises appropriate discretion in the allocation of funds of public improvements, with the limitation of liability is commonly known as "scarce resource immunity;" and

WHEREAS, The Legislature in N.J.S.A. 59:1-2 quoted Chief Justice Joseph Weintraub by declaring that:

"The Legislature recognizes the inherently unfair and inequitable results which occur in the strict application of traditional doctrine of sovereign immunity. On the other hand, the Legislature recognizes that while a private entrepreneur may readily be held liable for negligence within the chosen ambit of his activity, the area within which government has the power to act for the public good is almost without limit and therefore government should not have the duty to do everything that might be done."; and

WHEREAS, N.J.S.A. 59:2-3(c) provides:

"A public entity is not liable for the exercise of discretion in determining whether to seek or whether to provide the resources necessary for the purchase of equipment, the construction or maintenance of facilities, the hiring of personnel, and in general, the provision of adequate services;"

WHEREAS, N.J.S.A. 59:2-3(d) provides:

"A public entity is not liable for the exercise of discretion when, in the fact of competing demands, it determines whether or not to utilize or apply existing resources, including those allocated for equipment, facilities and personnel unless a court concludes that the determination of the public entity was palpably unreasonable;" and

WHEREAS, this Resolution is narrowly limited to outlining the application of scarce resources for the purpose of addressing the overall health, safety, and welfare of the Borough; and

WHEREAS, the Mayor and Borough Council hereby determines that the appropriate way to continue to address this wide-ranging community wide issue is as set forth in this Resolution.

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

**BOROUGH OF WATCHUNG
RESOLUTION: R7**

1. The Borough Administrator shall direct that the Borough Engineer to prepare a Watershed Assessment by developing an electronic infrastructure map that delineates the location of the stormwater features that are owned or operated by the municipality including easements and features owned by others in the community.
2. The Borough Administrator) shall direct that the Borough Engineer to prepare a Watershed Improvement Plan Report including:
 - a. A summary of proposed flood prevention improvement projects, both public and private.
 - b. The proposed implementation schedule.
 - c. Costs, broken down by project and year.
 - d. Funding opportunities.
3. Each year, as part of the annual budget process, the Borough Administrator may include in the long-term capital plan sufficient funds to implement this Watershed Improvement Plan over a reasonable period considering other demands on municipal scarce resources.
4. Each year, as part of the annual budget process, the Borough Administrator may include current year operating budget and capital budget sufficient funds to implement this Watershed Improvement Plan over a reasonable period considering other demands on municipal scarce resources.
5. Each year, if limited resources require allocation as part of the annual process, the Borough Administrator may identify the work that can be completed and the work that cannot be completed or addressed.
6. Failure to appropriate funds or failure to spend an appropriation shall be deemed as exercise of governmental discretion in the face of competing demands.
7. Every two (2) years, the Borough Administrator may direct that the Borough Engineer to update the Watershed Assessment and the Watershed Improvement Plan as appropriate.

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

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 18, 2025
INDEX: SEWERS-SANITARY, MISC.
C: ENG,

**BOROUGH OF WATCHUNG
RESOLUTION: R8**

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 **Colleen Lange** as **Assistant Administrator** is hereby confirmed, effective retroactively to September 15, 2025 at a salary of \$62,992.00.

Paul Fischer, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 18, 2025
INDEX: APPOINTMENTS, PERSONNEL
C: FINANCE,

**BOROUGH OF WATCHUNG
RESOLUTION: R9**

***AUTHORIZING PLACEMENT OF A PROPERTY MAINTENANCE LIEN ON 31 TUTTLE
ROAD, BLOCK 7100/ LOT 13***

WHEREAS, the Borough of Watchung is authorized under the laws of the State of New Jersey, including but not limited to N.J.S.A. 40:48-2.3 et seq., and the Borough Code, to enforce property maintenance regulations to protect the health, safety, and welfare of its residents; and

WHEREAS, the property located at 31 Tuttle Road, Watchung, New Jersey, also known as Block 7100, Lot 13 on the official tax map of the Borough of Watchung (hereinafter referred to as the “Property”), was found to be in violation of the Borough’s property maintenance code: overgrown weeds, trash piled by garage, abandoned vehicle in driveway, and having a state of general disrepair for years; and

WHEREAS, pursuant to Section 14-5.6 of the Borough Code, a “public nuisance” is defined as:

- a. The physical condition or occupancy of any premises regarded as a public nuisance at common law; or
- b. Any physical condition or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, abandoned refrigerators or containers of any kind which have an airtight door or lock which may not be released for opening from the inside, basements, excavations and unsafe fences or structures; or
- c. Any premises that has unsanitary sewage or plumbing facilities; or
- d. Any premises designated as unsafe for human habitation; or
- e. Any premises that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecured so as to endanger life, limb or property; or
- f. Any premises that is unsanitary, or that is littered with rubbish or garbage, or that has an uncontrolled growth of grass or weeds in public view; or
- g. Any structure that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent so as not to provide shelter; in danger of collapse or failure; and dangerous to anyone on or near the premises.

WHEREAS, based on the current condition of the Property it qualifies as a “public nuisance” in that it is: (1) unsafe for human habitation; (2) is unsanitary, littered with rubbish or garbage, and has an uncontrolled growth of grass or weeds in public view; and (3) is in a state of dilapidation as it appears vacant and/or abandoned; and

WHEREAS, after proper notice to the property owner in accordance with Chapter 14 of the Borough Code and applicable state law, and the failure of the property owner to remediate said

BOROUGH OF WATCHUNG
RESOLUTION: R9

violations, the Borough took appropriate corrective action to abate the nuisance and/or violations at the Property; and

WHEREAS, the total cost incurred by the Borough in performing the necessary maintenance and abatement services was \$3,002.52, which includes labor, materials, administrative fees, and any other related costs for the fencing of the Property to protect from public access; and

WHEREAS, pursuant to N.J.S.A. 40:48-2.14 and applicable provisions of the Borough Code, the costs incurred by the Borough may be certified and filed as a lien against the Property in the same manner as municipal taxes.

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

1. The Borough hereby certifies the total amount of \$3,002.52 as the cost incurred for property maintenance and nuisance abatement at 31 Tuttle Road, Block 7100/ Lot 13.
2. The Borough Clerk or other appropriate municipal official is hereby authorized and directed to file said amount as a lien against the Property in the Office of the Tax Collector, to be collected in the same manner as municipal taxes.
3. A copy of this Resolution shall be sent to the property owner by certified and regular mail at their last known address.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 18, 2025
INDEX: ZONING, MISC,
C: TAX COLLECTOR,
PROP. MAINT.,

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. 25-00541

ORDER DATE: 04/29/25

REQUISITION NO: RR500340

DELIVERY DATE: 04/28/25

STATE CONTRACT:

ACCOUNT NUM:

PAYMENT RECORD

CHECK NO.

DATE PAID

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

S
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T
O

WATCHUNG TAX/BUILDING DEPT.
15 MOUNTAIN BLVD.
1st Floor
WATCHUNG, NJ 07069-6398

V
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D
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R

FEDERAL RENT A FENCE
P.O. BOX 266
WEST BERLIN, NJ 08091

VENDOR #: RENT-

Phone: (800)260-8301

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	31 Tuttle Fence	5-01- -155-283	2,893.8000	2,893.80
			TOTAL	2,893.80

RECEIVED
APR 29 REC'D

Department Copy

BOROUGH OF WATCHUNG



September 16, 2025

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

RE: Borough of Watchung Department of Public Works
Property Maintenance Invoice
31 Tuttle Road, Watchung, New Jersey
Block 71.00, Lot 13

<u>Date</u>	<u>Name</u>	<u>Time</u>	<u>Rate</u>	<u>Description</u>
06/2025	H. Werner	2 Hrs.	\$31.00	Cut and trimmed trees, weed wacked and operated machinery
06/2025	J. Pizzigoni	2 Hrs.	\$23.36	Cut and trimmed trees, weed Wacked and operated machinery

**BOROUGH OF WATCHUNG
RESOLUTION: R10**

***AUTHORIZING PLACEMENT OF A PROPERTY MAINTENANCE LIEN ON 131 CEDAR
ROAD, BLOCK 3401/ Lot 10***

WHEREAS, the Borough of Watchung is authorized under the laws of the State of New Jersey, including but not limited to N.J.S.A. 40:48-2.3 et seq., and the Borough Code, to enforce property maintenance regulations to protect the health, safety, and welfare of its residents; and

WHEREAS, the property located at 131 Cedar Road, Watchung, New Jersey, also known as Block 3401/ Lot 10 on the official tax map of the Borough of Watchung (hereinafter referred to as the “Property”), was found to be in violation of the Borough’s property maintenance code due to overgrown vegetation, debris accumulation, an abandoned vehicle in driveway, and general disrepair for years causing unsafe conditions; and

WHEREAS, pursuant to Section 14-5.6 of the Borough Code, a “public nuisance” is defined as:

- a. The physical condition or occupancy of any premises regarded as a public nuisance at common law; or
- b. Any physical condition or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, abandoned refrigerators or containers of any kind which have an airtight door or lock which may not be released for opening from the inside, basements, excavations and unsafe fences or structures; or
- c. Any premises that has unsanitary sewage or plumbing facilities; or
- d. Any premises designated as unsafe for human habitation; or
- e. Any premises that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecured so as to endanger life, limb or property; or
- f. Any premises that is unsanitary, or that is littered with rubbish or garbage, or that has an uncontrolled growth of grass or weeds in public view; or
- g. Any structure that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent so as not to provide shelter; in danger of collapse or failure; and dangerous to anyone on or near the premises.

WHEREAS, based on the current condition of the Property it qualifies as a “public nuisance” in that it is: (1) unsafe for human habitation; (2) is unsanitary, littered with rubbish or garbage, and has an uncontrolled growth of grass or weeds in public view; and (3) is in a state of dilapidation as it appears vacant and/or abandoned; and

WHEREAS, after proper notice to the property owner in accordance with Chapter 14 of the Borough Code and applicable state law, and the failure of the property owner to remediate said

BOROUGH OF WATCHUNG
RESOLUTION: R10

violations, the Borough took appropriate corrective action to abate the nuisance and/or violations at the Property; and

WHEREAS, the total cost incurred by the Borough in performing the necessary maintenance and abatement services was \$1,121.87, which includes labor, materials, administrative fees, and any other related costs for the clean-up of the property; and

WHEREAS, pursuant to N.J.S.A. 40:48-2.14 and applicable provisions of the Borough Code, the costs incurred by the Borough may be certified and filed as a lien against the Property in the same manner as municipal taxes.

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

1. The Borough hereby certifies the total amount of \$1,121.87 as the cost incurred for property maintenance and nuisance abatement at 131 Cedar Road, Block 3401/ Lot 10.
2. The Borough Clerk or other appropriate municipal official is hereby authorized and directed to file said amount as a lien against the Property in the Office of the Tax Collector, to be collected in the same manner as municipal taxes.
3. A copy of this Resolution shall be sent to the property owner by certified and regular mail at their last known address.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 18, 2025
INDEX: ZONING, MISC,
C: TAX COLLECTOR,
PROP. MAINT.,

**BOROUGH OF WATCHUNG
ORDINANCE 25/17**

***ORDINANCE AUTHORIZING THE BOROUGH OF WATCHUNG TO
ENTER INTO A 50-YEAR GROUND LEASE AGREEMENT WITH THE
CONNELL COMPANY FOR THE DEVELOPMENT AND OPERATION
OF A NEW FIREHOUSE (BLOCK 7502/LOT 1)***

WHEREAS, the Borough of Watchung is in need of a new firehouse for one of the Borough's volunteer fire departments; and

WHEREAS, The Connell Company ("Connell") owns a tract of land identified as Block 7502, Lot 1, located along Valley Road, at the intersection with Plainfield Avenue, which consists of approximately 0.56 acres (the "Property"); and

WHEREAS, the Borough and Connell negotiated a Ground Lease for the Borough's use and occupancy of the Property for the development and operation of a firehouse for one of the Borough's volunteer fire departments; and

WHEREAS, the term of the Ground Lease is for an initial term of fifty (50) years, with two (2) renewal terms of ten (10) years year, at a rental rate of Ten and 00/100 (\$10.00) dollars per year; and

WHEREAS, the form of Ground Lease, substantially in the form attached hereto, has been review and approved by various Borough officials and professionals; and

WHEREAS, pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.* ("LLBL"), specifically N.J.S.A. 40A:12-3 and -5, the Borough is authorized to acquire interests in real property, including through leaseholds, by way of ordinance; and

WHEREAS, the Mayor and Borough Council finds it in the best interest of the Borough to authorize the Borough to enter into the Ground Lease with Connell for the use and occupancy of the Property for the construction and operation of a new firehouse for one of the Borough's volunteer fire departments.

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

1. The Borough of Watchung is hereby authorized to enter into the Ground Lease with Connell for the use and occupancy of the Property for the construction and operation of a new firehouse for one of the Borough's volunteer fire departments.
2. The Mayor and Borough Clerk are hereby authorized to execute the Ground Lease, in substantially the form attached hereto.
3. The Borough Clerk, Administrator, Attorney and all other appropriate Borough officials are hereby authorized and directed to take all required actions to effectuate

BOROUGH OF WATCHUNG
ORDINANCE 25/17

the authorizations set forth in this Ordinance, and to comply with the terms and conditions of the Ground Lease.

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

INTRODUCED BY: DAHL

PASSED:

PUBLISHED:

ADOPTED:

C: CFO,

ATTEST:

BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

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

GROUND LEASE

THE CONNELL COMPANY,
a New Jersey corporation

LANDLORD

and

THE BOROUGH OF WATCHUNG,
a public body politic and corporate
of the State of New Jersey

TENANT

Dated as of _____, 2025

Premises Located in
The Borough of Watchung,
County of Somerset,
State of New Jersey.

GROUND LEASE

THIS GROUND LEASE (this “**Lease**”) is dated as of the ____ day of _____, 2025 (the “**Effective Date**”) and is between **THE CONNELL COMPANY** (“**Landlord**”), a New Jersey corporation having an address at 300 Connell Drive, Berkeley Heights, New Jersey 07922 and **THE BOROUGH OF WATCHUNG** (“**Tenant**”) a body politic and corporate of the State of New Jersey, having an address of 15 Mountain Boulevard, Watchung, New Jersey 07069.

R E C I T A L S:

A. Landlord owns an unimproved parcel of land in the Borough of Watchung, County of Somerset, and State of New Jersey, identified on the Tax Map for said Borough as Block 75.02, Lot 1, more particularly identified on **Exhibit A** annexed hereto (the “**Land**”).

B. Landlord and Tenant desire to enter into a lease of the Land pursuant to this Lease.

NOW, THEREFORE, Landlord and Tenant, each intending to be legally bound hereunder, for and in consideration of the rents, covenants and agreements herein contained, covenant and agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 For all purposes of this Lease (except as otherwise expressly provided or where the context clearly otherwise requires) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular:

“**Additional Rent**” – As defined in Section 3.2.

“**Affiliate**” – Any Person which, directly or indirectly, owns or is owned by, controls or is controlled by, or is under common ownership or common control with, a designated Person (e.g., an Affiliate of Landlord).

“**Base Rent**” – As defined in Section 3.1.

“**Designated Improvements**” – As defined in Section 23.2.

“**Development Approvals**” – As defined in Section 2.3(c).

“**Development Approvals Period**” – As defined in Section 2.3(c).

“**Effective Date**” – As set forth in the preamble of this Lease.

“**Environmental Law**” – All applicable laws, statutes, ordinances, orders, rules or regulations now or hereafter enacted or promulgated by the federal government, the State government or any agency, department, officer or political subdivision of either, including as same may be amended, supplemented, or supplanted from time to time: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Substances; (c) relating to the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Substances; and (d) requiring notification or disclosure of releases of Hazardous Substances or of the existence of any environmental conditions on or at the Leased Property. Environmental Laws shall include, but not be limited to, the following: the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. 9601 *et seq.*; ISRA; the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 *et seq.*; the Solid Waste Management Act, N.J.S.A. 13:1E-1 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*; the New Jersey Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Air Pollution Control Act, N.J.S.A. 26:2C-1 *et seq.*; and the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1 *et seq.* For purposes of Environmental Laws, and to the extent authorized by law, Tenant is and shall be deemed to be the responsible party, including without limitation, the “owner” and “operator” of Tenant’s “facility” and the “owner” of all Hazardous Substances brought on the Leased Property by Tenant, its agents, employees, contractors, or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

“**Event of Bankruptcy**” – The occurrence of any of the following: (a) Tenant’s being adjudicated insolvent, as that term is defined in the United States Bankruptcy Code (the “**Bankruptcy Code**,” which term shall include subsequent amendments to the bankruptcy laws of the United States), or under the insolvency laws of any state, district,

commonwealth or territory of the United States (“**Insolvency Laws**”); (b) the appointment of a receiver or custodian for any or all of Tenant’s property or assets; (c) the filing of a voluntary or involuntary petition under the provisions of the Bankruptcy Code or Insolvency Laws with respect to Tenant which, in the case of an involuntary petition (i) is not dismissed or stayed within ninety (90) days of filing, or (ii) results in the issuance of an order for relief against the debtor; or (d) Tenant’s making or consenting to an assignment for the benefit of creditors or a common law composition of creditors.

“**Event of Default**” – As defined in Section 13.1.

“**First Renewal Term**” – As defined in Section 2.2(b).

“**Flood Risk Notice**” – As defined in Section 30.10.

“**Flood Risk Notice Law**” – – As defined in Section 30.10.

“**Hazardous Substances**” – Any (a) oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials, substances, chemicals or pollutants which (1) pose a hazard to the Leased Property or to persons on or about the Leased Property or (2) cause the Leased Property to be in violation of any Environmental Law; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) chemical, material or substance defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste,” or “toxic substances” or words of similar import under any Environmental Law; (d) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety; and (e) other chemical, materials or substance that may or could pose a hazard to the environment or which is now, or hereafter becomes, regulated by any governmental authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity.

“**Impositions**” – Collectively, all taxes (including, without limitation, all real property taxes, ad valorem, sales and use, single business, gross receipts, transaction privilege, rent or similar taxes), assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Term), water, sewer or other rents and charges, excises, tax levies, fees (including, without limitation, license, permit, inspection, authorization and similar fees), and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Leased Property and/or the Rent (including all interest and penalties thereon due to any failure in payment by Tenant), which at any time during or in respect of the Term hereof may be assessed or imposed on or in respect of or be a lien upon (a) Landlord or Landlord’s interest in the Leased Property, (b) the Leased Property or any part thereof or any rent therefrom or any estate, right, title or interest therein, or (c) any occupancy, operation, use or possession of, sales from, or activity conducted on, or in connection with, the Leased Property or the leasing or use of the Leased Property or any part thereof; *provided, however*, that Impositions shall not include any of the following (unless imposed in substitution for other Impositions): (1) any tax based on net income (whether denominated as a franchise or capital stock or other tax) imposed on Landlord or (2) any transfer or net revenue tax of Landlord or (3) any tax imposed with respect to the sale, exchange or other disposition by Landlord of any portion of the Leased Property or the proceeds thereof, or (4) estate or federal capital levy, estate, succession, inheritance or transfer tax of Landlord or franchise tax of Landlord, or (5) any principal or interest on any fee mortgage on the Leased Property. Notwithstanding the foregoing, if any franchise, capital stock, capital gains, rent, income, profit or any other tax or charge of any nature whatsoever shall be substituted in whole or in part for the current ad valorem taxes now or hereafter imposed upon the Leased Property due to a change in the method of taxation or assessment, such franchise, capital stock, capital gains, rent, income, profit or other tax or charge shall be deemed included as Impositions.

“**Improvements**” – The Initial Improvements and all other buildings, structures, roads, parking lots, curbs and other improvements constructed or existing on the Land at any time during the Term.

“**Industrial Establishment**” – As defined in ISRA.

“**Initial Improvements**” – As defined in Section 2.4.

“**Initial Term**” – As defined in Section 2.2.

“**Inspection Period**” – As defined in Section 2.3(a).

“Inspection Activities” – As defined in Section 2.3(a).

“Insurance Requirements” – All terms of any insurance policy required by this Lease and all requirements of the issuer of any such policy.

“ISRA” – The New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et. seq., as it may be amended from time to time (and any successor legislation), and the regulations promulgated thereunder.

“Land” – As defined in the Recitals.

“Landlord” – As defined in the Preamble.

“Landlord Indemnitees” – Landlord, any Affiliate of Landlord, and each of their respective members, managers, officers, directors, shareholders, partners, employees, agents, successors and assigns.

“Landlord Renewal Rejection Notice” – As defined in Section 2.2(b).

“Lease” – As defined in the Preamble.

“Lease Commencement Date” – The Effective Date.

“Leased Property” – As defined in Section 2.1.

“Legal Requirements” – All federal, State, county, municipal and other governmental statutes, laws (including Environmental Laws), rules, orders, regulations, ordinances, judgments, decrees, injunctions, and any requirements of any kind or nature imposed by any governmental or quasi-governmental body or agency, and all easements, covenants, restrictions and conditions of record, in each of the foregoing cases, whether now existing or hereafter enacted, which affect or relate to the Tenant, Tenant’s rights or obligations under this Lease, or the possession, construction, alteration, operation, repair, maintenance, restoration, ownership, occupancy, or use of the Leased Property.

“LSRP” – A “licensed site remediation professional,” as such term is defined in in the Site Remediation Reform Act, N.J.S.A. 58:10C-2 (and regulations promulgated thereunder).

“NJDEP” – The New Jersey Department of Environmental Protection, or any successor agency thereto.

“Non-Removal Demand” – As defined in Section 23.2.

“Non-Renewal Notice” – As defined in Section 2.2(b).

“Overdue Rate” – On any date, a rate per annum equal to five (5%) percent above the prime rate published in the Wall Street Journal, but in no event greater than the maximum rate then permitted under applicable law.

“Person” – Any individual, corporation, general or limited partnership, limited liability company, stock company or association, joint venture, association, company, trust, bank, trust company, land trust, business trust, or other entity or government or agency or political subdivision thereof.

“Primary Intended Use” – Use of the Leased Property for the following purpose: development, construction and operation of a firehouse by, on behalf of, or for the benefit of, Tenant and/or the public on a not-for-profit basis.

“Prohibited Use” – Any (a) use which is not a Primary Intended Use, or (b) use by (i) a Person enjoying sovereign immunity, (ii) insolvent Persons, (iii) Persons using or intending to use the Leased Property for illicit or illegal activities, or (iv) Persons using or intending to use the Leased Property as an Industrial Establishment.

“Project” – An approximately 4,000 square foot firehouse, along with necessary stormwater management facilities and other ancillary and accessory site improvements relating thereto, consistent with the concept plan attached hereto as Exhibit B.

“Remedial Work” – As defined in Section 6.3.

“Renewal Notice” – As defined in Section 2.2(b).

“Renewal Option” – As defined in Section 2.2(b).

“Renewal Term” – As defined in Section 2.2(b).

“Rent” – The Base Rent and Additional Rent.

“Rezoning Ordinance” – As defined in Section 23.2.

“Second Renewal Term” – As defined in Section 2.2(b).

“State” – The State of New Jersey.

- “**Survey**” – As defined in Section 2.3.
“**Tenant**” – As defined in the Preamble.
“**Term**” – As defined in Section 2.2(a).
“**Termination Expenses**” – As defined in Section 13.3.
“**Title Commitment**” – As defined in Section 2.3.
“**Title Cure Period**” – As defined in Section 2.3.
“**Title Objections**” – As defined in Section 2.3.

ARTICLE 2 – LEASED PROPERTY; TERM; CONSTRUCTION OF IMPROVEMENTS

2.1 **Leased Property.** Upon and subject to the terms and conditions in this Lease, Landlord leases to Tenant and Tenant rents from Landlord the Land, together with all easements, rights and appurtenances relating to the Land, and all sidewalks, utility pipes, conduits and lines (if any) appurtenant to or hereafter situated in or upon the Land (collectively, and together with all Improvements now or hereafter constructed on the Land, the “**Leased Property**”; for purposes of clarity, however, it being understood and agreed that during the Term of this Lease, title to all Improvements (including the Initial Improvements) shall be vested in Tenant until the expiration or earlier termination of this Lease, at which time title to the Improvements shall, subject to (and except as otherwise provided in) Article 23, automatically and immediately vest in Landlord without the necessity of any further action by Landlord or Tenant). No provision of this Lease shall be deemed to prohibit or restrict Landlord’s right, among other things, to grant, from time to time, one or more mortgages encumbering its fee simple interest in the Leased Property in Landlord’s sole discretion (subject in each instance to Tenant’s ground leasehold interest in the Leased Property pursuant to this Lease), Tenant hereby acknowledges and agrees that such right is retained by Landlord and is not included in the rights hereby granted to Tenant.

2.2 (a) **Term.** The term of this Lease (the “**Term**”) shall consist of the Initial Term and, subject to Section 2.2(b) below, up to (but not more than) two (2) consecutive Renewal Terms. The Term shall commence on the Lease Commencement Date and shall end on the last day of the Initial Term, or, where a Renewal Option has been validly exercised in accordance with Section 2.2(b), the last day of such Renewal Term, unless sooner terminated as hereinafter provided. The “**Initial Term**” means the portion of the Term commencing on the Lease Commencement Date and concluding at 11:59 PM of the day immediately preceding the fiftieth (50th) annual anniversary of the Lease Commencement Date, unless sooner terminated as hereinafter provided.

(b) **Renewal Option; Renewal Term.**

(1) Provided that there shall be no Event of Default, and this Lease shall be in full force and effect, Tenant shall have the option to renew the Term of this Lease pursuant to this Section 2.2(b) (the “**Renewal Option**”) for up to two (2) consecutive ten (10) year terms (each, a “**Renewal Term**”) by giving (or being deemed to have given as hereafter provided) a Renewal Notice to Landlord as hereinafter set forth. As used in this Lease: (i) the “**First Renewal Term**” means and refers to the Renewal Term that commences immediately upon expiration of the Initial Term and expires ten (10) years thereafter; and (ii) the “**Second Renewal Term**” means and refers to the Renewal Term that commences immediately upon expiration of the First Renewal Term and expires ten (10) years thereafter.

(2) The Renewal Option shall automatically be exercised at the expiration of the Initial Term and First Renewal Term, unless Tenant does not wish to exercise a Renewal Option, and delivers to Landlord a written notice (“**Non-Renewal Notice**”) not less than six (6) months prior to the expiration of, as applicable, the Initial Term (in the case of a Non-Renewal Notice for the First Renewal Term) or First Renewal Term (in the case of a Non-Renewal Notice for the Second Renewal Term), which states that Tenant is electing not to renew the Term of this Lease for the then-available Renewal Term.

(3) If the Renewal Option is exercised in accordance with the provisions of this Section 2.2(b), this Lease shall be renewed for such applicable Renewal Term upon all the terms, covenants, and conditions contained in this Lease, except that the Term shall be deemed extended accordingly. Tenant shall have no further right or option to renew this Lease or the Term hereof except as expressly set forth in this Section 2.2.

(4) Notwithstanding anything to the contrary contained in this Lease, in the event that during the twelve (12) months prior to the first day of any Renewal Term there has been (or continues) either or both (a) a default or breach by Tenant of any provision of this Lease which remains (or remained) uncured beyond any applicable notice and cure period, or (b) a series or pattern of breaches and/or defaults by Tenant under this Lease for which Landlord has delivered notice to Tenant pursuant to this Lease, whether or not cured, then in either such event Landlord shall have the right to reject and revoke any exercise of a Renewal Option (including, for avoidance of doubt, the automatic election of a Renewal Option as provided in this Section 2.2(b)) by delivering written notice to Tenant (“**Landlord Renewal Rejection Notice**”) at any time prior to the first business day of the next applicable Renewal Term. It is understood and agreed that if Landlord delivers a Landlord Renewal Rejection Notice as set forth in the preceding sentence, then notwithstanding anything to the contrary contained herein, Tenant’s Renewal Option shall be terminated and be deemed deleted from this Lease and of no further force and effect and Tenant shall have no option to renew or extend the term of this Lease.

2.3. Contingencies. As more particularly hereinafter set forth in this Section 2.3, this Lease shall be subject to the satisfaction or, at Tenant’s option in its sole discretion, waiver of the following conditions, and to the termination rights set forth in this Section 2.3; *provided, however*, that Tenant shall not be entitled to waive any obligations of Tenant hereunder, or any termination right or contingency that is in favor of, or for the benefit of, Landlord.

(a) Inspection Contingency. Tenant shall have the right, during the period of time commencing on the Effective Date and concluding on the first business day to occur sixty (60) days thereafter (the “**Inspection Period**”), at Tenant’s sole cost and expense and subject to the terms and conditions of this Lease, to perform such due diligence inspections and investigations as Tenant shall deem necessary with respect to the Leased Property (collectively, “**Inspection Activities**”), including, but not limited to, the physical and environmental condition of the Leased Property, the Legal Requirements (including without limitation Legal Requirements pertaining to storm water management, wetlands, zoning and land use) applicable to the development, construction and operation of the Project, the availability and adequacy of utilities and ingress and egress to public roads and the feasibility of constructing the Project at the Leased Property in compliance with the provisions of this Lease that are applicable thereto, as hereinafter provided. In connection with Tenant’s Inspection Activities the following shall apply:

(1) As a condition precedent to Tenant’s right to physically access the Leased Property (for itself and its agents, contractors, and consultants) or to perform any Inspection Activities, Tenant shall deliver to Landlord evidence satisfactory to Landlord that Tenant (and, as applicable, any of Tenant’s agents, contractors and/or consultants accessing the Leased Property) has procured and then maintains in full force and effect all insurance coverage required pursuant to Article 10 of this Lease, which insurance coverage and evidence thereof shall comply in all respects with Article 10. Neither Tenant nor any of its agents, contractors, or consultants shall perform any intrusive or invasive physical or environmental inspections of, at, or relating to the Leased Property, including without limitation, any ground penetrations, soil and/or groundwater tests, sampling, or borings without first having obtained Landlord’s express written consent, which consent Landlord shall be entitled to grant or withhold in its sole and absolute discretion. Any request to perform such intrusive or invasive physical or environmental inspections shall be accompanied by a reasonably detailed proposed sampling plan and such other information as Landlord may request. No LSRP shall participate in any Inspection Activities at or in connection with the Leased Property. If this Lease terminates for any reason, Tenant shall be obligated to repair any physical damage resulting from Tenant’s activities at the Leased Property, including but not limited to the Inspection Activities, which obligation shall survive the expiration or earlier termination of the Term.

(2) Tenant shall indemnify and defend Landlord and all Landlord Indemnitees against, and hold Landlord and all Landlord Indemnitees harmless from and against, any and all loss, cost, damages, injury or expense (including reasonable attorneys’ fees) arising out of or relating to Tenant’s access to the Leased Property and Inspection Activities and other activities on, at, or with respect to the Leased Property. Tenant shall, upon written request from Landlord, promptly furnish to Landlord copies of any studies, reports, and/or other records of Tenant’s investigations as Landlord may request. The obligations contained in this paragraph shall survive any termination or expiration of this Lease.

(3) Tenant shall have the right to cancel and terminate this Lease, for any reason or no reason, by giving written notice to Landlord of such cancellation and termination at any time prior to the expiration of the Inspection Period. If Tenant elects to terminate in accordance with the preceding sentence, then upon such termination, the parties shall have no further rights or liabilities hereunder except as to matters expressly stated to survive any termination of this Lease.

(b) Title. Tenant, at its sole cost and expense, may order a title insurance commitment (the “**Title Commitment**”) concerning the Leased Property from a reputable title insurance company licensed to operate in the State of New Jersey, together with an ALTA survey of the Leased Property (“**Survey**”) from a reputable professional land surveyor of Tenant’s choice that is licensed by the State of New Jersey to engage in such business in the State, which Survey shall be certified to Landlord. Tenant shall promptly provide Landlord with true and complete copies of any Title Commitment and the Survey upon receipt of same by Tenant. Tenant may, at any time prior to the date that is ten (10) days before the last day of the Inspection Period, deliver written notice to Landlord setting forth any of Tenant’s objections to matters disclosed in such Title Commitment and/or Survey (“**Title Objections**”), if any. Within five (5) days after Landlord receives Tenant’s notice of Title Objections, Landlord may notify Tenant whether or not Landlord will remove and/or cure the Title Objections, provided that Landlord’s failure to respond within such five (5) day period shall be deemed notice from Landlord of Landlord’s election not to remove and/or cure the Title Objections. If Landlord notifies Tenant in writing (or is deemed to have so notified Tenant) that Landlord will not or cannot cure and/or remove the Title Objections, then within five (5) days after Landlord’s notice (or deemed notice), Tenant shall notify Landlord if Tenant elects to accept such title as Landlord can deliver (without claim against Landlord or set off against or reduction in Rent), or, in the alternative, if Tenant elects to terminate this Lease; failure of Tenant to notify Landlord timely shall constitute Tenant’s election to accept such title as Landlord can deliver (without claim against Landlord or set off against or reduction in Rent). If Tenant elects to terminate this Lease, then upon such termination, the parties shall have no further rights or liabilities hereunder except as to matters expressly stated to survive any termination or expiration of this Lease. Notwithstanding anything to the contrary contained in this Lease, it is understood and agreed that Landlord shall not be obligated to remove any Title Objections, including in the event that Landlord elects to cure and/or remove a Title Objection. Under no circumstance shall Landlord have any liability to Tenant for the failure to cure and/or remove any Title Objection, including in the event that Landlord elected to so cure and/or remove. In the event that Landlord elects in writing to cure and/or remove a Title Objection but thereafter fails to do so within thirty (30) days after such election (“**Title Cure Period**”), then Tenant’s sole remedy shall be to terminate this Lease upon written notice to Landlord; provided, however, that Tenant’s failure to deliver notice of such termination within thirty (30) days after the last day of the Title Cure Period shall be deemed to constitute Tenant’s waiver of any rights with respect to such Title Objections and election to accept such title as Landlord can deliver.

(c) Development Approvals.

(1) Tenant shall be solely responsible, at its sole cost and expense, for obtaining any and all licenses, permits, approvals, agreements, and/or other grants or rights from all federal, State, county, and local authorities, and any utility providers and/or other third-parties, that are or may be necessary for the development, construction, and/or operation of the Project (including the Initial Improvements) at the Leased Property (“**Development Approvals**”), including without limitation for obtaining, at Tenant’s sole cost and expense, any and all plans, drawings, specifications, and other reports and/or materials as are necessary or convenient to the obtaining of such Development Approvals. Notwithstanding anything to the contrary contained in the preceding sentence or elsewhere in this Lease: (A) the Development Approvals shall not be deemed to include any zoning change, reclassification, redevelopment plan, or other change to the existing permitted uses of the Property under the Borough of Watchung’s zoning/land use ordinance, unless Landlord shall agree, in writing in advance, to the proposed change; and (B) if, at any time during the Term of this Lease, there shall be introduced or adopted any ordinance that would result in a zoning change, reclassification, redevelopment plan, or other change to the existing permitted uses of the Property under the Borough of Watchung’s zoning/land use ordinance, Landlord shall have the right, upon sixty (60) days’ notice to Tenant, to terminate this Lease.

(2) Landlord will reasonably cooperate with Tenant (at no cost to Landlord) in its efforts to obtain such Development Approvals by signing, as owner of the Leased Property, applications for Development

Approvals where legally required for submission of same, if and to the extent requested by Tenant in writing. Tenant shall not submit any application for any Development Approval (including any associated design documents, reports, drawings, plans or specifications whether in draft or final form) to any governmental agency or other entity or party with jurisdiction, unless and until Landlord shall have had the opportunity to review, and has granted its written consent to, such applications and/or related materials (which consent Landlord shall be entitled to grant, withhold, condition and delay in its sole discretion). The parties acknowledge and recognize that the Tenant is a governmental entity, and, as such, the provisions of this Section 2.3(c)(2) shall not apply to the Tenant's preparation, review and/or submission, of any application forms for Development Approvals internally within the Borough of Watchung (provided that Tenant shall still provide Landlord with copies of same). Notwithstanding the foregoing, however, it is expressly understood and agreed by Tenant that any and all final plans, specifications and design documents whatsoever concerning the development and construction of the Project shall be subject to the approval of Landlord in its sole discretion. No construction of any Improvements on the Leased Property shall commence until such time as Landlord has, in writing, granted its consent to such final plans, specifications, and design documents.

(3) Tenant shall have the period of time commencing on the calendar day immediately following the last day of the Inspection Period and expiring one hundred eighty (180) days thereafter (the “**Development Approvals Period**”) to pursue and obtain all such Development Approvals required for construction of the Project in accordance with applicable Legal Requirements. If Tenant has been unable to obtain the Development Approvals prior to the expiration of the Development Approvals Period, Tenant shall have the right to terminate this Lease upon written notice to Landlord delivered at any time prior to the expiration of the Development Approvals Period. If Tenant elects to terminate this Lease in accordance with the preceding sentence, then upon such termination, the parties shall have no further rights or liabilities hereunder except as expressly provided elsewhere in this Lease.

(5) If Tenant has not obtained, in final unappealed and unappealable form, by the date that is sixty (60) days after the expiration of the Development Approvals Period all Development Approvals necessary for the development, construction, and operation of the Project, then in such case Landlord shall have the right at any time thereafter and until all such Development Approvals have been so obtained by Tenant, to terminate this Lease upon written notice to Tenant. If Landlord elects to terminate this Lease in accordance with the preceding sentence, then upon such termination, the parties shall have no further rights or liabilities hereunder except as expressly provided elsewhere in this Lease.

2.4 Construction of Initial Improvements.

(a) Prior to starting construction: (i) Tenant shall deliver to Landlord fully-detailed architectural and engineering working plans, drawings and specifications, reflecting, and sufficient to complete, all Project site work, utilities, stormwater facilities, buildings and other Improvements in connection with or constituting part of the Project (collectively, the “**Initial Improvements**”), prepared and sealed by licensed architects and engineers (as applicable), and consistent with all Development Approvals; (ii) all building permits for the Project shall have been issued and paid for together with all required licenses and other Development Approvals necessary to construct the Project, and Tenant shall have delivered true and complete copies of same to Landlord; and (iii) Tenant shall deliver to Landlord certificates of insurance evidencing builder's risk, completed value coverage for the full cost of the Project, in the form, issued by companies, and meeting the requirements, set forth in Article 10, together with all other certificates of insurance as required by Article 10.

(b) If Tenant has not commenced construction of the Project on the Leased Property in accordance with its Development Approvals and the plans and specifications approved by Landlord by the two (2) year anniversary of the last day of the Development Approvals Period, then Landlord shall have the right at any time thereafter, and until such construction is commenced, to terminate this Lease upon written notice to Tenant. If Landlord elects to terminate this Lease in accordance with the preceding sentence, then upon such termination, the parties shall have no further rights or liabilities hereunder except as expressly provided elsewhere in this Lease.

(c) If Tenant, having commenced construction of the Project on the Leased Property in accordance with its Development Approvals and the plans and specifications approved by Landlord, has not thereafter completed construction of the Project (such completion being evidenced by the issuance of a certificate of occupancy

for the Project) within two (2) years after so commencing construction thereof, then Landlord shall have the right at any time thereafter, and until such time as the construction is completed in accordance with the Development Approvals and the plans and specifications approved by Landlord, to terminate this Lease upon written notice to Tenant. If Landlord elects to terminate this Lease in accordance with the preceding sentence, then upon such termination, the parties shall have no further rights or liabilities hereunder except as expressly provided elsewhere in this Lease (including, without limitation, as provided in Section 23.2).

ARTICLE 3 – RENT

3.1 **Base Rent.** Commencing on the Lease Commencement Date, and thereafter on each annual anniversary of the Lease Commencement Date throughout the Term, Tenant shall pay to Landlord (or to such other Person as Landlord may designate in writing) rent for the Leased Property (“**Base Rent**”). Base Rent for the Initial Term, and for any Renewal Term, shall be payable at the rate of Ten Dollars (\$10.00) per year, and shall be paid to Landlord by check at Landlord’s address (or as otherwise designated by Landlord in writing).

3.2 **Additional Rent.** In addition to the Base Rent, from and after the Lease Commencement Date, Tenant will also pay and discharge as and when due and payable all Impositions, and other amounts, liabilities, obligations and costs associated with the leasing, use, occupancy, and operation of the Leased Property under this Lease, and if Tenant fails to pay any of those items, Tenant will also promptly pay and discharge every fine, penalty, interest and cost which may be added for non-payment or late payment of such items (the foregoing items, and together with any other sums of money payable under this Lease by Tenant to Landlord (other than Base Rent), being referred to herein collectively as the “**Additional Rent**”). Tenant shall pay all Impositions before any penalty or interest accrues due to non-payment or late payment, and shall deliver proof of payment to Landlord, at the time payment is made, without demand or notice therefor. If Tenant fails to pay Impositions before any penalty or interest accrues, Landlord may, but shall have no obligation to, make such payment for Tenant and, in such event, Tenant shall reimburse Landlord within ten (10) days of written demand therefor by Landlord. Landlord shall have all legal, equitable and contractual rights, powers and remedies provided in this Lease, by statute or otherwise, in the case of non-payment or late payment of the Additional Rent, as in the case of non-payment or late payment of the Base Rent. The Parties acknowledge that Tenant is a municipal corporation of the State of New Jersey and is not subject to taxation. Notwithstanding the foregoing, Tenant shall be responsible for each and every cost and/or expense whatsoever relating to, or arising out of or in connection with, the Property and/or any improvements now or hereafter located thereon, including any and all taxes, utilities, and any and all costs and expenses arising out of the development, construction, operation, use, management, maintenance, repair, replacement or occupancy thereof.

3.3 **Utilities.** Tenant shall obtain, arrange, and pay for all utilities directly from and to the utilities and vendors serving the Leased Property, including fuel, gas, electric, water and sewer service, trash collection, telephone, internet service and any and all other services at the Leased Property as may be necessary. Without in any way limiting the generality of the foregoing, it is understood and agreed that Landlord has not made, and is not making, any representation or warranty whatsoever concerning the presence at, or availability to, the Leased Property of any utility or other service whatsoever, and that Tenant shall be solely responsible, at its sole cost and expense, for making any and all arrangements necessary to provide utility service at and to the Leased Property including, as applicable and without limitation, any fees or charges for initial and/or additional connections. Upon the expiration or earlier termination of this Lease, Tenant shall arrange for the transfer of all utilities to the name and responsibility of Landlord.

3.4 **Net Lease.** The Rent shall be paid absolutely net to Landlord (or its designee per Section 3.1), so that this Lease shall yield to Landlord the full amount of the installments of Base Rent and, as applicable, Additional Rent throughout the Term. Tenant understands, acknowledges, and agrees that, except as otherwise expressly set forth in this Lease, Tenant alone shall be responsible, at its sole cost, for all obligations and actions relating to or arising out of or in connection with the Leased Property and the operation, management, construction, maintenance, repair, use, and occupancy thereof, and for any and all expenses of any kind and nature relating thereto, including without limitation all Impositions, and all expenses arising from the operation, management, construction, maintenance, repair, use, and occupancy of the Leased Property.

3.5 Interest. Any installment of Additional Rent not paid by Tenant as and when due shall be payable by Tenant to Landlord on demand with interest thereon (to the extent permitted by law) at the Overdue Rate, computed from the date said sum became due to and including the date of payment thereof to Landlord.

ARTICLE 4 – ABANDONMENT.

4.1 Abandonment. If at any time during the Term (but after construction of the Initial Improvements) Tenant shall cease to operate a firehouse on the Leased Property, or shall otherwise vacate or abandon the Leased Property, then Landlord shall have the right, in its sole discretion, to terminate the Lease upon at least thirty (30) days advance written notice to Tenant. After receipt of notice, and prior to the effective date of the termination, Tenant shall have the right to provide evidence in objection to any claim of abandonment. For avoidance of doubt, and without limitation to any other provision of this Lease, in the event of any such Termination by Landlord, Landlord shall have all rights reserved to Landlord, and Tenant shall be required to perform all obligations imposed upon Tenant, as are set forth in Article 23 of this Lease.

ARTICLE 5 – CONDITION AND USE OF LEASED PROPERTY.

5.1 Condition Of The Leased Property; No Warranties or Representations. **(I) NEITHER LANDLORD, NOR ANY EMPLOYEE, AGENT, AFFILIATE OR ATTORNEY REPRESENTING OR PURPORTING TO REPRESENT LANDLORD, HAS MADE AND (II) TENANT HAS NOT RELIED ON, ANY REPRESENTATION OR WARRANTY TO THE TENANT, WHETHER EXPRESS OR IMPLIED, CONCERNING THE LEASED PROPERTY WHATSOEVER, AND IN PARTICULAR, NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, HAS BEEN MADE WITH RESPECT TO THE PHYSICAL CONDITION (INCLUDING ENVIRONMENTAL CONDITION), USE, OR OPERATION OF THE LEASED PROPERTY, PRESENT OR PRIOR USES OF THE LEASED PROPERTY, THE REVENUES OR EXPENSES OF THE LEASED PROPERTY, TITLE TO THE LEASED PROPERTY, OR ZONING, DEVELOPMENTAL, OR ANY OTHER LAWS, REGULATIONS OR RULES (INCLUDING ANY ENVIRONMENTAL LAWS) APPLICABLE TO THE LEASED PROPERTY OR THE COMPLIANCE OF THE LEASED PROPERTY THEREWITH. SUBJECT TO SPECIFIC TERMINATION RIGHTS SET FORTH ELSEWHERE IN THIS LEASE (IF ANY), TENANT ACCEPTS THE LEASED PROPERTY “AS-IS,” “WHERE-IS”, AND IN ITS PRESENT CONDITION, AND FURTHER AGREES THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LATENT OR PATENT DEFECTS IN THE LEASED PROPERTY OR BOUND IN ANY MANNER BY GUARANTEES, PROMISES, PROJECTIONS, OPERATING STATEMENTS OR OTHER INFORMATION PERTAINING TO THE LEASED PROPERTY, MADE, FURNISHED OR CLAIMED TO HAVE BEEN MADE OR FURNISHED BY LANDLORD, OR ANY OTHER PERSON OR ENTITY, INCLUDING ANY EMPLOYEE, AGENT, AFFILIATE, ATTORNEY OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT LANDLORD WHETHER ORALLY OR IN WRITING. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MARKETABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, DESIGN, WORKMANSHIP OR OTHERWISE GIVEN BY LANDLORD TO TENANT IN CONNECTION WITH THE TRANSACTION CONTEMPLATED AND DESCRIBED IN THIS LEASE.**

5.2 Use of the Leased Property. Tenant covenants that it will cause the Project to be constructed and will operate the Leased Property from the Lease Commencement Date and at all times thereafter during the Term, in accordance with its Primary Intended Use and for such other uses as are typically ancillary and accessory to such Primary Intended Use, and for no other use or purpose whatsoever, and that it will equip the same as reasonably required for its Primary Intended Use and in compliance with all Legal Requirements. Tenant agrees that during the Term of this Lease it shall preserve and keep in full force and effect all licenses, permits, and authorizations required to operate the Project at the Leased Property for the Primary Intended Use, in accordance with all Legal Requirements; Landlord assumes no responsibility for the operation of the Project or any other activities at or in connection with the Leased

Property. Tenant shall, at its sole cost, comply with all of the requirements pertaining to the Leased Property or the Project (or other Improvements) of any insurance board, association, organization or company necessary for the maintenance of the insurance, as herein provided, covering the Leased Property. Tenant shall not make, or permit to be made, any use of the Leased Property, and Tenant shall do nothing and permit nothing to be done, which will cause the cancellation of any insurance policy covering the Leased Property or any part thereof. Tenant shall not cause or permit any nuisance to exist on the Leased Property. Tenant shall neither suffer nor permit the Leased Property or any portion thereof to be used in such a manner as (i) might reasonably tend to impair Landlord's title thereto or to any portion thereof, or (ii) may reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Leased Property or any portion thereof.

ARTICLE 6 – LEGAL REQUIREMENTS AND INSURANCE REQUIREMENTS

6.1 Compliance with Legal Requirements and Insurance Requirements. Tenant, at its expense, will promptly (a) comply with all Legal Requirements and Insurance Requirements in respect of possession, construction, alteration, operation, repair, maintenance, restoration, ownership, occupancy, or use of the Leased Property, whether or not compliance therewith shall require alterations or upgrades to any of the Improvements or interfere with the use and enjoyment of the Leased Property and (b) procure, maintain and comply with all licenses, qualifications, and other authorizations required for any use of the Leased Property for the Primary Intended Use or other permitted uses then being made, and for the proper operation and maintenance of the Leased Property or any part thereof. Nothing contained herein authorizes any use other than the Primary Intended Use.

6.2 Legal Requirement Covenants. Tenant covenants and agrees that the Leased Property shall not be used for any unlawful purpose. Tenant shall acquire and maintain all licenses, certificates, permits, and other authorizations and approvals needed to operate the Leased Property in its customary manner for the Primary Intended Use and any other use conducted on the Leased Property as may be permitted from time to time hereunder. Tenant further covenants and agrees that Tenant's use of the Leased Property and maintenance, alteration and operation of the same, and all parts thereof, shall at all times conform to all Legal Requirements.

6.3 Environmental Compliance.

(a) Tenant shall keep and maintain the Leased Property, and cause all Persons occupying or using the Leased Property or any portion thereof to keep and maintain the Leased Property, strictly in compliance with, and shall not cause or permit the Leased Property to be in violation of, Environmental Laws, and shall obtain at Tenant's expense, or cause to be obtained at no cost or expense to Landlord, any and all necessary permits, registrations and approvals required by any Environmental Law (if any). In amplification and not in limitation of the foregoing provisions, Tenant will not, and will not suffer or permit any other Person to, transport to or from the Leased Property, use, generate, manufacture, produce, store, treat, handle, dispose of, release or discharge on, under or about the Leased Property, any Hazardous Substance or allow any other person or entity to do so, except strictly in accordance with all Legal Requirements (including all Environmental Laws).

(b) Tenant shall promptly after the receipt thereof, give written notice to Landlord of any notice or other communication regarding any (i) actual or alleged violation of any Environmental Law by Tenant or with respect to the Leased Property, (ii) actual or threatened migration of any Hazardous Substance to or from the Leased Property, or (iii) the existence of any Hazardous Substance in or on the Leased Property in violation of any Environmental Law or regarding any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ or injunction relating to any of the foregoing.

(c) In amplification and not in limitation of the provisions of Sections 6.1 and 6.2 hereof, if any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature ("Remedial Work") is necessary due to or in connection with Tenant's (or any other Person's) use or occupancy of, or in connection with activities on, at, or in connection with, the Leased Property or Tenant's obligations under this Section 6.3, Tenant shall, at Tenant's expense, promptly prepare and submit the required cleanup plans and financial assurances and, within thirty (30) days after written demand for performance thereof by Landlord (or such shorter

period of time as may be required under any applicable Environmental Law or agreement), commence to perform and thereafter diligently prosecute to completion, or cause to be commenced and performed and thereafter diligently prosecuted to completion, all such Remedial Work in accordance with such approved cleanup plans and without imposition of any engineering or institutional controls on the Leased Property unless approved by Landlord in writing. All Remedial Work shall be performed by one or more qualified and appropriately licensed contractors, approved in advance in writing by Landlord, which approval shall not be unreasonably withheld. All costs and expenses of such Remedial Work shall be paid by Tenant, including, without limitation, the charges of such contractor(s), and the reasonable fees and costs of Landlord's counsel and consultants incurred in connection with monitoring or review of such Remedial Work. A report documenting work performed shall be provided to Landlord immediately upon completion of the work, and Landlord shall be provided the opportunity to observe the performance of the work.

(d) In further amplification and not in limitation of the provisions of Sections 6.1 and 6.2, from and after the Effective Date, Tenant shall indemnify, defend and hold harmless Landlord and all other Landlord Indemnitees from and against any and all suits, proceedings, judgments, claims, liabilities, fines, penalties, and costs, including without limitation, cleanup costs, reasonable attorneys' fees and consultants' fees, and incidental and consequential damages, including without limitation, diminution in the value of the Leased Property and penalties suffered by Landlord and/or any other Landlord Indemnitee, based upon, arising out of or otherwise in respect of: (i) compliance or non-compliance with any Environmental Law arising out of or in any way related to the Leased Property or the use or occupancy, or both, thereof by Tenant, its agents, employees, contractors, subleases, assignees and invitees; (ii) any common law or statutory tort, nuisance or absolute liability theories, or impairment or diminution of, or other interference with, or other claim respecting, any environmental right protected by law, or any damage to persons or property (including damage to fish, wildlife, air, water, ground water, drinking water, supplies or other natural resources) arising out of or in any way related to the Leased Property or the use and/or occupancy thereof by Tenant, its agents, employees, contractors, permitted sublessees, assignees and invitees, whether absolute or contingent, mature or immature, known or unknown; and (iii) any solid, liquid, gaseous or thermal substance, contaminate, waste, irritant, pollutant or other Hazardous Substance released into, migrating to or from, or otherwise contained in the environment at the Leased Property, other than with respect to conditions at the Leased Property which existed prior to the Effective Date of this Lease. In addition, if there shall be filed or imposed against the Leased Property any lien, charge or encumbrance based upon or arising out of any action, suit or proceeding relating to any of the matters contained in this Section 6.3, such liens, charges or encumbrances shall be discharged or bonded by Tenant, to the reasonable satisfaction of Landlord, not later than thirty (30) days after the date on which same shall have been filed. The provisions of this Section 6.3 shall survive the expiration or earlier termination of this Lease.

(e) Tenant represents that the Primary Intended Use is not subject to ISRA. Notwithstanding the foregoing, Tenant acknowledges and agrees that pursuant to the provisions of ISRA, from and after the Lease Commencement Date, the Tenant and any assignee or subtenant of Tenant shall be, and is hereby, designated the party responsible to comply with the requirements of ISRA that apply to Tenant's use and operations of, at and in connection with the Leased Property. If Tenant's operations on the Leased Property now or hereafter do not obligate Tenant to comply with ISRA, then prior to the expiration or sooner termination of this Lease or any assignment of the Lease, or subletting of any portion of the Leased Property, Tenant shall, at Tenant's own expense, provide to Landlord such proof, reasonably satisfactory to Landlord, that confirms the expiration, termination, assignment, or subletting (as applicable) is not subject to the requirements of ISRA. If Tenant's operations and/or activities at or in connection with the Leased Property now or hereafter constitute an "**Industrial Establishment**" as that term is defined in ISRA, then prior to: (i) closing operations or transferring ownership or operations of Tenant (as defined under ISRA) at the Leased Property; (ii) the expiration or sooner termination of the Lease; (iii) any assignment of the Lease or any subletting of any portion of the Leased Property; or (iv) any other event which may trigger ISRA, then Tenant shall, at Tenant's sole cost and expense, comply with all requirements of ISRA pertaining thereto. Regarding any ISRA compliance proceeding, if the NJDEP determines that a remediation plan must be prepared and/or that clean-up must be undertaken because of any spills, discharges, or release of Hazardous Substances or wastes at the Leased Property, which occur during the Term of this Lease, the Tenant shall, at Tenant's sole cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved remediation plans. Without limitation of the foregoing, Tenant's obligations in connection with ISRA and this Lease shall include: (A) the proper filing, with the NJDEP, of an initial notice under N.J.S.A. 13:1K-9(a); (B) the performance of all remediation and other requirements of ISRA, including

without limitation all requirements of N.J.S.A. 13:1K-9(b) to 13:1K-9(l); and (C) the continuing obligation to pay Rent during all times under this Lease and until such time as the Tenant obtains and delivers to the Landlord a no further action letter or response action outcome as defined by ISRA (N.J.S.A. 13:1K-8), or such other proof, reasonably satisfactory to the Landlord, that the Leased Property complies without violation of ISRA. In the event of Tenant's failure to comply in full with the foregoing provisions, Landlord may, at its option perform any and all of Tenant's obligations set forth in Section 6.3(e) and all reasonable costs and expenses incurred by Landlord in the exercise of this right shall be payable by Tenant on demand and with interest at the Overdue Rate until full payment. Such costs and expenses include, but are not limited to, NJDEP fees, engineering fees, cleanup costs, filing fees, and suretyship expenses. The provisions of this Section 6.3(e) shall survive the expiration or earlier termination of this Agreement.

(f) Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the NJDEP, including without limitation, submissions and requirements in connection with ISRA. Tenant promptly shall provide Landlord with true and complete copies of all notices, correspondence and submissions made by Tenant to the NJDEP, the United States Environmental Protection Agency, or any other federal, state or local authority which requires submission of any information concerning environmental matters or Hazardous Substances. Tenant promptly shall furnish to Landlord true and complete copies of all documents (including but not limited to sampling and test results obtained by Tenant from samples and tests taken at and around the Leased Property), submissions and correspondence provided by Tenant to the NJDEP and all documents (including but not limited to sampling and test results obtained from samples and tests taken at and around the Leased Property), reports, directives and correspondence provided by the NJDEP to Tenant.

(g) Tenant hereby acknowledges that any failure by Tenant to comply in timely fashion with its obligations under this Section 6.3 shall give rise to a real threat of imminent irreparable injury to Landlord. Accordingly, Tenant hereby agrees that Landlord shall have a right to preliminary and permanent injunctive relief to restrain any breach of this Section 6.3.

(h) At any time within the two (2) years prior to the expiration of the Term, or within six (6) months after the expiration or earlier termination of this Lease, Landlord shall have the right to elect, at Landlord's option, to hire a consultant reasonably satisfactory to Landlord to undertake sampling at the Leased Property sufficient to determine whether fill materials, or any Hazardous Substances exist or have been spilled, discharged or placed in, on, under or about, or migrated to or from, the Leased Property during the Term. Should the sampling reveal any spill, discharge or placing of fill materials, or of Hazardous Substances, in, on, under or about the Leased Property, then Tenant shall, at Tenant's expense, promptly remediate the Leased Property to the reasonable satisfaction of Landlord and NJDEP or any other agency having jurisdiction over the Leased Property. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

(i) The terms, provisions and conditions of this Section 6.3 shall survive the expiration or earlier termination of this Lease.

ARTICLE 7 – REPAIR & MAINTENANCE; WASTE

7.1 Repair and Maintenance; Waste. Tenant shall, at all times during the Term of this Lease, at Tenant's sole cost and expense, keep and maintain the Leased Property, including the Improvements, appurtenances, and every part thereof that may exist on, in, or be made a part of the Leased Property, in good order and condition, ordinary wear and tear excepted, and make all necessary repairs and replacements thereto, interior and exterior, structural and non-structural, ordinary, and extraordinary, and foreseen and unforeseen. If Tenant fails to keep and maintain the Leased Property and the Improvements as required by this Lease, Landlord may (but shall not be required to) perform and satisfy same, and Tenant hereby agrees to reimburse Landlord, as Additional Rent, for the reasonable cost thereof promptly upon demand. Tenant shall not commit or suffer to be committed any waste on or of the Leased Property. Landlord shall not under any circumstances be required to build or rebuild any improvements on the Leased Property, or to make any repairs, replacements, alterations, restorations, or renewals of any nature or description to the Leased Property, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever with respect thereto in connection with this Lease, or to maintain the Leased Property in any way whatsoever.

ARTICLE 8 – ALTERATIONS

8.1 Alterations.

(a) Tenant shall not make any material alterations, improvements, additions, or utility installations (with the exception of the initial installation of electrical service, gas lines, water lines, and telephone lines for the Initial Improvements, which shall be in accordance with and subject to the provisions of Section 2.4 in all respects) in or about the Leased Property except with Landlord's written consent, not to be unreasonably withheld. Reasonable bases for the withholding of Landlord's consent shall include, without limitation, where the requested improvement or other matter: (a) is reasonably likely to reduce the value or useful life of the Leased Property; (b) could impose any additional liability or obligation on Landlord or any of its Affiliates; or (c) is inconsistent with, or unrelated to, the Primary Intended Use or use of the Improvements therefor. At all times during the construction of any Improvements (including the Initial Improvements), Tenant shall secure the Leased Property in accordance with prudent industry practice, including where appropriate by installation of security fencing and lockable gates. Landlord reserves the right to monitor the construction of any Improvements, from commencement thereof and through completion. Tenant shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on or in connection with the Leased Property.

(b) In connection with any requested alterations, improvements, additions or utility installations, Tenant shall provide Landlord with such documents, plans and specification, and other materials and information as Landlord shall reasonably require and as otherwise required by this Lease. Tenant shall provide to Landlord, without request and as soon as practicable following completion of any Improvements (including the Initial Improvements) at the Leased Property, (1) a complete set of final "as-built" plans and specifications of the completed improvements in Autocad format, and (2) an "as-built" survey prepared by a registered land surveyor or professional engineer depicting, to scale, the location of the completed Improvements, as the same have been constructed.

(c) All building materials for any Improvements (including the Initial Improvements) must be new and of good quality in accordance with the approved plans and specifications. All construction will be performed in a good and workmanlike manner and only by contractors and subcontractors that are properly licensed in the State to perform their respective work. Tenant shall require any architects, engineers, contractors, subcontractors, specialists, and consultants engaged in connection with the construction of any Improvements (including the Initial Improvements) to perform their respective obligations under the terms of the applicable contract documents and to be licensed in accordance with the laws of the State.

8.2 Removal. All alterations shall be owned by Tenant during the Term. Except as otherwise provided in Article 23, all Improvements made on or to the Leased Property shall be removed from the Leased Property in accordance with Section 23.2 at the expiration or termination of the Term. Tenant's personal property, trade fixtures and equipment (other than that which is affixed to the Leased Property so that it cannot be removed without material damage to the Leased Property) shall likewise remain the property of Tenant and shall be removed by Tenant, subject to the provisions of Article 23.

ARTICLE 9 – LIENS

9.1 Liens. Tenant will not, directly or indirectly, create or allow to remain and will promptly discharge at its expense any lien, encumbrance, attachment, title retention agreement or claim upon the Leased Property or any attachment, levy, claim or encumbrance in respect of the Rent; provided, however, that Tenant, at Tenant's expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any lien, attachment, levy, encumbrance, charge or claim, provided that (a) no Event of Default then exists, (b) such action is maintained without prejudice to Landlord's rights hereunder, (c) in the case of an unpaid lien, attachment, levy, encumbrance, charge or claim, the commencement and continuation of such proceedings shall suspend the collection thereof from Landlord and from the Leased Property, (d) neither the Leased Property nor any Rent therefrom nor any part thereof or interest therein would be in any immediate danger of being sold, forfeited, attached, or lost, and (e) Tenant shall give such reasonable security as may be demanded by Landlord to

ensure ultimate payment of the same and to prevent any sale or forfeiture of the affected portion of the Leased Property or the Rent by reason of such non-payment or non-compliance.

ARTICLE 10 – INSURANCE

10.1 **General Insurance Requirements.** During the Term of this Lease, Tenant shall at all times keep the Leased Property insured with the kinds and amounts of insurance below described. The policies must name Landlord, any fee mortgagee (if any), and each of their direct and indirect subsidiaries, divisions, and Affiliates and the respective members, officers, directors, shareholders and employees of all such entities, as additional insureds, and losses shall be payable to Landlord or Tenant as provided in Article 11. Evidence of insurance shall be deposited with Landlord per Section 10.4. The policies on the Leased Property shall insure against risks enumerated below. For avoidance of doubt, it is understood and agreed that Landlord shall have no obligation to have or maintain any insurance policies relating to the Leased Property or otherwise under or in connection with this Lease.

(a) **Special Form Insurance.** “All risk” or “Special form” property insurance insuring against loss or damage caused by “All Perils, unless otherwise excluded” in an amount not less than the lesser of (i) one hundred percent (100%) of the then full replacement cost (as defined below in Section 10.2) of the Improvements or (ii) an amount which is reasonably acceptable to Landlord, but in all events in an amount sufficient to avoid any co-insurance liability;

(b) **Liability Insurance.** Commercial general liability and property damage insurance, covering Landlord and Tenant against bodily injury liability, property damage liability, and automobile bodily injury and property damage liability, including without limitation any liability arising out of the ownership, maintenance, repair, condition or operation of the Leased Property or adjoining ways, streets or sidewalks in amounts not less than \$1,000,000 per injury and occurrence and \$2,000,000 in the aggregate on a per location basis, or such higher limits as Landlord may reasonably require from time to time, and shall be in form and substance satisfactory to Landlord. Such insurance policy or policies shall contain a broad form contractual liability endorsement.

(c) **Flood Insurance.** (i) Flood hazard insurance, if the Leased Property is located in whole or in part within a designated flood plain area, as now or hereafter designated; and (ii) earthquake insurance, if the Leased Property is in a “seismic zone” 3 or 4 (or future equivalent) as defined by the Uniform Building Code published by the International Conference of Building Officials; in each of the foregoing cases (as applicable), in such amounts as may be customary for comparable properties in the area from insurance companies authorized to do business in the State, and at rates which are economically practicable in relation to the risks covered.

(d) **Umbrella.** Umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance which follows form and includes minimum limits of \$20,000,000 per occurrence.

(e) **Boiler and Machinery.** Boiler and machinery insurance on all steam boilers and pressure boilers on or about the Land or the Improvements (by insurance in such amounts and in such forms of policies as are customarily carried for similar properties in the geographic location of the Improvements).

(f) **Worker’s Compensation; Auto.** Worker's compensation insurance covering all persons employed in connection with any work done on or about the Leased Property in accordance with the requirements of applicable local, State and Federal law and all other Legal Requirements. Tenant shall further at all times maintain adequate commercial automobile liability insurance in an amount no less than \$1,000,000 per occurrence.

(g) **Builder’s Risk.** At all times in connection with the construction of any Improvements (including the Initial Improvements): Builder’s Risk Insurance, on an “All Risk” basis, in the amount of not less than 100% of the full replacement cost of the portion of the Improvements (including the Initial Improvements), exclusive of foundations and footings, which are to be constructed or are under construction, written on a completed value (non-reporting) basis, including: (i) any so-called “soft cost” value sums, (ii) water damage (including sprinkler leakage), and (iii) collapse (subject to standard exclusions, e.g., defective materials, poor construction and improper maintenance). If available at commercially reasonable rates (including with payment of additional premium), the policy or policies shall be endorsed with coverage for (A) increased construction costs due to changes in Legal Requirements, and (B) so-called “soft costs;

along with Commercial General Liability Insurance insuring all contractors, subcontractors and construction managers in amounts as reasonably determined by Landlord, naming Landlord and Tenant as an additional insureds (any contractor or subcontractor undertaking foundation, excavation or demolition work shall secure an endorsement on its policy to the effect that such operations are covered and that the “XCU Exclusions” have been deleted); and worker’s compensation in statutory amounts covering all contractors, subcontractors, and construction managers with respect to all of their employees.

10.2 Replacement Cost. The term “full replacement cost” as used herein, shall mean the replacement cost with like kind and quality thereof from time to time, including increased cost of construction (due to ordinance or law) and debris removal endorsement. In the event either party believes that the full replacement cost has increased or decreased at any time during the Term, it shall have the right from time to time but not more frequently than once every five (5) years to have such full replacement cost redetermined by an impartial, professional appraiser. The party desiring to have the full replacement cost so redetermined shall forthwith, on receipt of a commercially reasonable determination by such impartial appraiser, give written notice thereof to the other party hereto. The commercially reasonable determination of such impartial, professional appraiser shall be final and binding on the parties hereto, and Tenant shall forthwith increase, or may decrease, the amount of the insurance carried pursuant to this Article, as the case may be, to the amount so determined by the impartial appraiser.

10.3 Intentionally omitted.

10.4 Form of Insurance. All of the policies of insurance referred to herein shall be written in a standard form issued for municipalities and other public entities by joint insurance funds (JIFs) in compliance with State rules and regulations; provided, however, that in the event that this Lease is assigned to a party that is not a municipality, Landlord reserves the right to require that all of the policies required herein be written in form reasonably satisfactory to Landlord and by insurance companies licensed to do business in the State and which are rated A:X or better by Best’s Insurance Guide or who are otherwise reasonably satisfactory to Landlord. Tenant shall pay all of the premiums therefor, and deliver such policies or certificates thereof (whichever is required by Landlord) to Landlord prior to their effective date (and, with respect to any renewal policy, at least ten (10) days prior to the expiration of the existing policy) and in the event of the failure of Tenant either to effect such insurance in the names herein called for or to pay the premiums therefor or to deliver such policies or certificates thereof (whichever is required by Landlord) to Landlord at the times required, Landlord shall be entitled, but shall have no obligation, to effect such insurance (i.e., equivalent insurance coverage under a policy or policies procurable by Landlord, rather than under joint insurance funds issued for municipalities) and pay the premiums therefor, which premiums shall be repayable to Landlord with interest at the Overdue Rate upon written demand therefor, and failure to repay the same with interest within thirty (30) days after such demand shall constitute an Event of Default. The Borough will give to Landlord not less than thirty (30) days’ written notice before the policy or policies in question shall be altered, allowed to expire or canceled.

10.5 Change in Limits. If Landlord shall at any time (but not more than once in any five (5) year period) deem the policy limits set forth above, or otherwise then in effect, to be either excessive or insufficient, then Landlord may reasonably adjust same upon written notice to the Tenant. Any such adjustment by Landlord shall be made taking into account the policy limits customarily maintained by the operators of similar facilities, or reasonably required by landlords, in the State of New Jersey under the same or similar circumstances. In no event will the policy limits be decreased below the amounts set forth in this Lease.

10.6 Blanket Policy. Tenant’s obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided, however, that the coverage afforded Landlord will not be reduced or diminished or otherwise be different from that which would exist under a separate policy meeting all other requirements of this Lease by reason of the use of such blanket policy of insurance, and provided further that the requirements of this Article are otherwise satisfied.

10.7 No Separate Insurance by Tenant. Tenant shall not, on Tenant’s own initiative or pursuant to the request or requirement of any third party, take out separate insurance concurrent in form or contributing in the event of loss with that required in this Article to be furnished by, or which may reasonably be required to be furnished by, Tenant, or increase the amounts of any then existing insurance by securing an additional policy or additional policies,

unless all parties having an insurable interest in the subject matter of the insurance, including in all cases Landlord, are included therein as additional insureds and the loss is payable under said insurance in the same manner as losses are required to be payable under this Lease. Tenant shall immediately notify Landlord of the taking out of any such separate insurance or of the increasing of any of the amounts of the then existing insurance by securing an additional policy or additional policies.

ARTICLE 11 – FIRE AND CASUALTY

11.1 No Liability of Landlord for Repairs. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business or operations of Tenant resulting in any way from damage from fire or other casualty or the repair thereof. It is understood and agreed that Landlord shall not, under any circumstance, be required to make repairs or replacements of any damage to the Leased Property (inclusive of any Improvements thereon) or to any other fixtures, equipment, personal property, or any leasehold improvements whatsoever.

11.2. Notice of Casualty. Tenant shall notify Landlord in writing immediately upon the occurrence of any fire or other casualty in, on or about the Leased Property which results in any personal injury or death or in any damage or destruction to the Leased Property or any part thereof.

11.3. Restoration and Repair. If the Leased Property (inclusive of any Improvements constructed thereon) is damaged or destroyed by fire or other casualty, and if the proceeds available under the insurance policies required to be carried by Tenant pursuant to this Lease (or otherwise maintained by Tenant) are sufficient to pay for the necessary repairs and/or restoration work, this Lease shall remain in effect and Tenant shall repair the damage and/or restore the Leased Property (inclusive of any Improvements) to its condition existing prior to the fire or other casualty event at Tenant's sole cost and expense as soon as is reasonably possible and in accordance with the terms and provisions of this Article 11. If the insurance proceeds available to Tenant are not sufficient to pay the cost of the repair and/or restoration work, or if the cause of the damage and/or destruction is not covered by the insurance policies Tenant is required by this Lease to maintain, Tenant may elect to either: (i) repair the damage as soon as is reasonably possible, at its sole cost and expense (and without regard to the availability of any insurance proceeds), in which case this Lease shall remain in full force and effect; or (ii) terminate this Lease upon ninety (90) days written notice to Landlord. Tenant shall make its election in the preceding sentence no more than ninety (90) days after the occurrence of the damage; provided, however, that Tenant's failure to timely make such election shall be deemed Tenant's election in accordance with clause (i). If the damage to and/or destruction of the Leased Property occurs during the last two (2) years of the Initial Term or (if a Renewal Option has been properly exercised, or deemed exercised) during the last two (2) years of any Renewal Term, then notwithstanding the availability or sufficiency of any insurance proceeds, either party may elect, upon written notice to the other party delivered within sixty (60) days after the occurrence of the event causing such damage and/or destruction, to terminate this Lease, with such termination being effective on the date that is thirty (30) days after the delivery of such notice (unless this Lease earlier expires in accordance with its terms).

11.4. Completion. In the event Tenant is required or elects to undertake any repair and/or restoration work in accordance with this Article 11, Tenant shall proceed in the performance of such work with reasonable diligence and shall complete such work in a reasonable time (in light of the circumstances).

11.5. Insurance Proceeds. Any proceeds which remain after the completion of the repair, restoration, replacement or rebuilding of the Leased Property (inclusive of any Improvements) by Tenant in accordance with this Article 11 shall be disbursed to, and be the sole property of, the Tenant. Landlord and Tenant shall cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of, any insurance proceeds that may be due in the event of any loss, and each party will execute, acknowledge and deliver to the other such instruments as may be required to facilitate the recovery of any insurance proceeds. This Section 11.5 shall survive the expiration or earlier termination of this Lease.

11.6 Termination. In the event either party elects to terminate this Lease in accordance with any provision of this Article 11, it is understood and agreed that Tenant's shall nonetheless be and remain required to comply, and perform in accordance with, Section 23.2 which obligation shall survive any such termination.

ARTICLE 12 – CONDEMNATION

12.1 Definitions. “**Condemnation**” means (a) the exercise of any governmental power, whether by legal proceedings or otherwise, by a Condemnor or (b) a voluntary sale or transfer by Landlord to any Condemnor, either under threat of Condemnation or while legal proceedings for Condemnation are pending. “**Date of Taking**” means the date the Condemnor has the right to possession of the property being condemned. “**Award**” means all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation. “**Net Award**” means all the Award reduced by the actual costs, fees and expenses incurred in collection thereof, for which the person or party incurring the same shall be reimbursed from the Award. “**Condemnor**” means any public or quasi-public authority, or private corporation or individual, having the power of condemnation. “**Taking**” means a taking during the Term hereof of all or part of the Leased Property, or any interest therein or right accruing thereto or use thereof, as the result of, or in settlement of any Condemnation or other eminent domain proceeding affecting the Leased Property.

12.2 Total Taking; Partial Taking. If during the Term there is any Taking of all or any part of the Leased Property or any interest in this Lease by Condemnation, the rights and obligations of the parties shall be determined by this Article. If there is a Taking of all or substantially all of the Leased Property by Condemnation (“**Total Taking**”), this Lease shall terminate on the Date of Taking. If there is a Taking of the Leased Property by Condemnation which is not a Total Taking (“**Partial Taking**”), this Lease shall remain in effect and Tenant shall be entitled to an equitable abatement of Base Rent.

12.3 Award Distribution. Landlord shall be entitled to receive the entire Award in the condemnation proceeding with respect to the Land, considered as vacant, unimproved and free and clear of this Lease, or the value of the Land so taken as improved with the Improvements, whichever is greater. The balance of the Award, after payment of the portion belonging to Landlord as above specified, i.e., such remaining portion of the Award, if any, as may be attributable to the Improvements then-constructed on the Land (the “**Remainder Award**”), shall be paid to Tenant. Notwithstanding anything to the contrary contained in the foregoing or elsewhere in this Lease, in the event of any Taking which occurs prior to commencement of physical construction of the Initial Improvements, Landlord shall be entitled to the entire Award.

12.6 Temporary Taking. The Taking of the Leased Property, or any part thereof, by military or other public authority shall constitute a Taking by Condemnation only when the use and occupancy by the Condemnor has continued for longer than six (6) months. During any such six (6) month period all the provisions of this Lease shall remain in full force and effect, there shall be no abatement in payment of Rent and Tenant shall be entitled to receive the entire Net Award allocable to the Leased Property for such temporary Taking.

12.7 Waiver. This Article shall be considered an express agreement governing the contingency of Condemnation of the Leased Property or any part thereof, and any law, now or hereafter in force, providing for such contingency shall be waived and superseded by the provisions of this Article to the maximum extent permitted by such law.

ARTICLE 13 – DEFAULT

13.1 Events of Default. The following shall be deemed to be events of default (each, an “**Event of Default**”):

- (a) if Tenant shall fail to make a payment of Base Rent, Additional Rent, or any other sum payable by Tenant under this Lease when the same is due and payable and such failure to pay continues for a period of thirty (30) days after written notice to Tenant; *provided, however*, that Landlord shall not be required to deliver more than one (1) such notice to Tenant in any one (1) year period;
- (b) if Tenant shall fail to maintain insurance in full compliance with Article 10;
- (c) if Tenant shall fail to observe or perform any term, covenant or condition of this Lease, other than as set forth in Section 13.1(a), (b), (d), (e), (f) or (g), and such failure shall not have been cured by Tenant within a period of thirty (30) days after receipt by Tenant of notice thereof from Landlord, unless such failure is curable but

cannot with due diligence be cured within a period of thirty (30) days, in which event the time within which Tenant must cure shall be extended for the period reasonably necessary to complete such cure up to sixty (60) days after notice from Landlord of Tenant's failure to observe or perform, *provided, however*, that, within the initial thirty (30) day period, Tenant shall have commenced promptly and thereafter shall have proceeded diligently, to complete such cure, and *provided further*, that such period of time shall not be so extended as to subject Landlord to any criminal liability;

(d) if any Event of Bankruptcy shall occur, in which event Landlord shall have all rights and remedies available to Landlord pursuant to Article 13; provided that while a case in which Tenant is the subject debtor under the Bankruptcy Code is pending, Landlord shall not exercise its rights and remedies pursuant to Article 13 so long as the Bankruptcy Code prohibits the exercise of such rights and remedies;

(e) if any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the Term of this Lease would, by operation of law or otherwise, devolve upon or pass to any person, firm, association or corporation other than Tenant, except as may be expressly authorized herein;

(f) if the estate or interest of Tenant in the Leased Property or any part thereof shall be levied upon or attached in any proceeding and the same shall not be vacated or discharged within the later of ninety (90) days after commencement thereof or thirty (30) days after receipt by Tenant of notice thereof from Landlord; or

(g) if any representation contained in this Lease shall have been false or incorrect in any material respect when made.

13.2 Remedies.

(a) If an Event of Default shall have occurred Landlord may do any one or more of the following:
(i) terminate this Lease, in which event Tenant shall immediately surrender possession of the Leased Property to Landlord; and/or (ii) whether or not the Term of this Lease shall have been terminated pursuant to Section 13.2(a)(i), re-enter into or upon the Leased Property or any part thereof by summary dispossession proceedings or by any other suitable action or proceeding at law or equity, and repossess the same, and remove any persons or property therefrom, to the end that Landlord may have, hold and enjoy the Leased Property again.

(b) If this Lease is terminated under the provisions of Section 13.2(a)(i) or if Landlord shall re-enter the Leased Property under the provisions of Section 13.2(a)(ii), Tenant shall thereupon pay to Landlord the Base Rent, Additional Rent and any other charges payable hereunder by Tenant to Landlord up to the time of such termination of this Lease, or of such recovery of possession of the Leased Property by Landlord, as the case may be, plus the reasonable expenses incurred or paid by Landlord in terminating this Lease or of re-entering the Leased Property and securing possession thereof, including, without limitation, reasonable attorneys' fees and costs of removal and storage of Tenant's property, and Tenant shall also pay to Landlord damages as hereinafter provided.

(c) In the event of a breach or threatened breach on the part of Tenant with respect to any of the covenants, agreements, terms, provisions or conditions on the part of or on behalf of Tenant to be kept, observed or performed, Landlord shall also have the right of injunction.

(d) If (a) this Lease is terminated under the provisions of Section 13.2(a)(i), or (b) Landlord re-enters into the Leased Property under the provisions of Section 13.2(a)(ii), Landlord shall be entitled to retain all moneys, if any, paid by Tenant to Landlord, whether as advance rent, security deposit or otherwise, but such moneys shall be credited by Landlord against any Base Rent, Additional Rent or any other charge due from Tenant at the time of such termination or re-entry or, at Landlord's option, against any damages payable by Tenant hereunder or pursuant to law.

(e) The specific remedies to which either Party may resort under this Lease are cumulative and concurrent and are not intended to be exclusive of each other or of any other remedies or means of redress to which the Party may lawfully be entitled at any time, and either Party may invoke any remedy allowed under this Lease or at law or in equity as if specific remedies were not herein provided for, and the exercise by the Party of any one or more

of the remedies allowed under this Lease or at law or in equity shall not preclude the simultaneous or later exercise by the Party of any or all other remedies allowed under this Lease or at law or in equity.

13.3 Damages. If this Lease is terminated under the provisions hereof or under any summary dispossession or other proceeding or action or any provision of law or if Landlord shall re-enter the Leased Property under the provisions of this Lease, Tenant will pay to Landlord as damages: (a) All unpaid Base Rent and Additional Rent (if any) which had been earned at the time of termination; and (b) All other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease ("**Termination Expenses**") including, but not limited to, the expenses incurred or paid by Landlord (to the extent not already paid by Tenant pursuant to Section 13.2 hereof) in terminating this Lease, performing any act otherwise constituting any obligation of Tenant under this Lease, and/or of re-entering the Leased Property and of securing possession thereof, including without limitation, reasonable attorneys' fees, costs of removal and storage of Tenant's property, and repairing and/or restoring the Leased Property (inclusive of any Improvements) to the condition Tenant is required to surrender the Leased Property pursuant to this Lease.

13.4 Waiver. Tenant, for Tenant, and on behalf of any and all persons, firms, corporations and associations claiming through or under Tenant, including creditors of all kinds, does hereby waive and surrender all right and privilege which they or any of them might have under or by reason of any present or future law to redeem the Leased Property or to have a continuance of this Lease for the Term hereby demised after Tenant is dispossessed or ejected therefrom by process of law or under the terms of this Lease or after the expiration or termination of this Lease as herein provided or pursuant to law.

13.5 Landlord Breach and Tenant Remedies. If (i) Landlord fails to perform or observe any of its express obligations under this Lease, (ii) such failure materially or unreasonably interferes with Tenant's use of the Leased Property pursuant to this Lease, and (iii) such failure and material or unreasonable interference continues for thirty (30) days after written notice thereof from Tenant to Landlord specifying the required items not being performed or observed (provided that if such failure requires more than thirty (30) days to cure and Landlord is prosecuting the cure to completion with due diligence, Landlord shall be permitted such additional reasonable amount of time so long as Landlord is diligently prosecuting the correction of the same to completion), then in such event Tenant may cure such breach at the expense of Landlord and the reasonable amount so expended by Tenant in connection therewith shall be reimbursed by Landlord to Tenant within thirty (30) days following written demand therefor by Tenant to Landlord.

ARTICLE 14 – LANDLORD'S RIGHT TO CURE

14.1 Landlord's Right to Cure. If Tenant shall fail to make any payment, or to perform any act required to be made or performed under this Lease and, where applicable, to cure the same within the relevant time periods provided in Section 13.1, Landlord, after notice to and demand upon Tenant (except no prior notice or demand shall be required in an emergency), and without waiving or releasing any obligation or Event of Default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Tenant, and may enter upon the Leased Property for such purpose and take all such action thereon as, in Landlord's reasonable opinion, may be necessary or appropriate therefor. No such entry shall be deemed an eviction of Tenant. All sums so reasonably paid by Landlord and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses, in each case, to the extent permitted by law) so reasonably incurred, together with a late charge thereon (to the extent permitted by law) at the Overdue Rate from the date on which such sums or expenses are paid or incurred by Landlord, shall be paid by Tenant to Landlord on demand.

ARTICLE 15 – HOLDING OVER

15.1 Holding Over. If Tenant shall for any reason remain in possession of the Leased Property after the expiration of the Term or any earlier termination of the Term hereof, or after termination of Tenant's right of possession, such possession shall be as a tenant-at-sufferance. Tenant, throughout the entire holdover period, shall pay as rental each month, (a) an amount equal to one twelfth of the annual fair market rental value of the Leased Property (as improved); (b) all Additional Rent accruing during the month and all other sums, if any, payable by Tenant pursuant

to the provisions of this Lease with respect to the Leased Property. In addition, Tenant shall be liable to Landlord for all damages, including consequential damages, which Landlord may suffer by reason of any holding over by Tenant and Tenant shall indemnify, defend and hold harmless Landlord against any and all claims made by any other tenant or prospective tenant or user against Landlord by reason of such holding over. During such period of holding over, Tenant shall be obligated to perform and observe all of the terms, covenants and conditions of this Lease. Nothing contained herein shall extend the term of this Lease or constitute the consent, express or implied, of Landlord to the holding over of Tenant after the expiration or earlier termination of this Lease.

ARTICLE 16 – RISK OF LOSS

16.1 Risk of Loss. During the Term of this Lease, the risk of loss or of decrease in the enjoyment and beneficial use of the Leased Property in consequence of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise, or in consequence of foreclosures, attachments, levies or executions (other than by Landlord and those lawfully claiming from, through or under Landlord) is assumed by Tenant and Landlord shall in no event be answerable or accountable therefor nor shall any of the events mentioned in this Section 16.1 entitle Tenant to any abatement of Rent or right of termination except as specifically provided in this Lease.

ARTICLE 17 – INDEMNIFICATION

17.1 Indemnification. Notwithstanding the existence of any insurance provided for in Article 10, and without regard to the policy limits of any such insurance, and without limitation to any other provision of this Lease imposing an obligation of indemnity on Tenant, Tenant will protect, indemnify, save harmless and defend Landlord, and all Landlord Indemnitees from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), to the extent permitted by law, imposed upon or incurred by or asserted against any Landlord Indemnitee by reason of: (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Property and/or adjoining sidewalks, unless caused solely by Landlord or its agents or invitees (b) any use, misuse, non-use, condition, maintenance or repair by Tenant of the Leased Property, (c) any Impositions which are the obligations of Tenant to pay pursuant to the applicable provisions of this Lease, (d) any failure on the part of Tenant to perform or comply with any of the terms of this Lease, and (e) the non-performance of any of the terms and provisions of any and all existing and future subleases of the Leased Property to be performed by the landlord (Tenant) thereunder. Except for any Impositions (which shall be paid by Tenant directly and in accordance with the terms of this Lease and all Legal Requirements), any amounts which shall become payable by Tenant under this Section 17.1 shall be paid within thirty (30) days after demand therefor by Landlord; and if not timely paid, shall bear a late charge (to the extent permitted by law) at the Overdue Rate from the due date to the date of payment. Impositions shall be paid as provided in Article 3.

ARTICLE 18 – SUBLETTING AND ASSIGNMENT

18.1 Assignment. Tenant shall not, whether by operation of law or otherwise, sublet the Leased Property or any part thereof, nor assign, transfer, mortgage or hypothecate, or otherwise encumber this Lease or any interest therein, nor grant concessions or licenses for the occupancy of the Leased Property or any part thereof to any Person without, in each case, Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion. The consent by Landlord to an assignment or other transfer shall not relieve Tenant or any assignee from obtaining the express consent in writing of Landlord to any other or further assignment. Notwithstanding the foregoing, Landlord acknowledges that the Leased Property will be utilized as a fire house for a volunteer fire department of the Borough; thus herein consents to the sublease to such volunteer fire department, subject to its review and approval of the terms and conditions of such sublease to be memorialized in a written sublease agreement, it being understood and agreed that no such sublease shall, under any circumstance, relieve Tenant of any obligation or liability under this Lease.

18.2 Collection from Assignee or Tenant. In the event that Landlord grants the requisite consent, and this Lease is assigned or the Leased Property is sublet or occupied by anyone other than Tenant, then immediately upon an assignment or other transfer, or otherwise at anytime during the continuance of an Event of Default under this Lease, Landlord may collect rent from the assignee, subtenant or occupant, and Tenant hereby authorizes and directs such

party to pay to Landlord upon demand the Base Rent, Additional Rent and other charges and apply the net amount collected to the Base Rent, Additional Rent and other charges herein provided, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of the covenant by Tenant under this Article nor shall the same be deemed the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the further performance of the covenants and agreements on the part of Tenant to be performed herein contained.

18.3 Assignment of Subleases to Landlord. If Landlord, for any reason or cause, shall recover or come into possession of the Leased Property before the date hereinbefore fixed for the expiration of the Term hereof, Landlord shall have the right (but not the obligation) to take over any and all subleases or subletting of the Leased Property or any part or parts thereof made or granted by the Tenant and to succeed to all the rights and privileges of said subleases and subletting or such of them as it may elect to take over and assume, and Tenant hereby expressly assigns and transfers to Landlord such of the subleases and subletting as said Landlord may elect to take over and assume at the time of such recovery of possession, and Tenant shall upon request of Landlord execute, acknowledge and deliver to Landlord such further assignments and transfers as may be necessary, sufficient and proper to vest in Landlord the then existing subleases and subletting. By its entry into a sublease the subtenant shall be deemed to have thereby agreed that, at Landlord's election, such subtenant shall be bound to Landlord for the balance of the term of the sublease, and shall attorn to Landlord as its Landlord, under all of the terms, covenants and conditions of its sublease.

18.4 Intentionally deleted.

18.5 Tenant not Released. No assignment or subletting or other transfer shall be effective to release Tenant from its obligations under this Lease. Each permitted assignee or transferee (but not a subtenant) shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for the payment of the Base Rent, Additional Rent, other charges and adjustments or rent, and for the due performance of and compliance with all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed or complied with for the Term of this Lease. Further, any sublease shall be memorialized in a written sublease agreement, in form and substance reasonably acceptable to Landlord, which shall, among other matters, expressly confirm and acknowledge that such sublease is subject and subordinate to this Lease in all respects.

18.6 Delivery of Agreement. Any assignment or transfer shall be voidable by Landlord unless and until such assignee or transferee of Tenant has delivered to Landlord a duplicate original of the instrument of assignment or transfer which contains a covenant of assumption by an assignee or transferee of all of the obligations aforesaid and has obtained from Landlord the aforesaid written consent. In the event of a purported assignment or transfer in contravention of the provisions of this Lease, Landlord may elect to treat such purported assignee or transferee as having assumed this Lease jointly and severally with Tenant, without in any way or to any extent binding Landlord to consent to such purported assignment or transfer.

18.7 Legal Proceedings. Tenant's sole remedy if it believes Landlord has wrongfully, and in violation of this Lease, withheld consent to a proposed assignment or sublease shall be an action for specific performance. The prevailing party in any such litigation shall be entitled to be reimbursed by the other party for its attorney's fees in connection with such litigation. Tenant shall indemnify, defend and hold harmless Landlord against and from all loss, liability, damage, cost and expense (including reasonable attorneys' fees and disbursements) resulting from any claims that may be made against Landlord by the proposed assignee or sublessee.

ARTICLE 19 – ESTOPPEL CERTIFICATES

19.1 Estoppel Certificates. At any time and from time to time upon Tenant's receipt of not less than fifteen (15) days' prior written request by Landlord, and Landlord, on at least fifteen (15) days prior written request by Tenant will deliver to the party making such request a statement in writing certifying that this Lease is unmodified and in full force and effect (or that this Lease is in full force and effect as modified and setting forth the modifications), the dates to which the Rent has been paid, stating whether or not to its knowledge there exists any default by either party under this Lease, and if so specifying each such default and setting forth such other information as the requesting party reasonably may request concerning this Lease. Any such certificate furnished pursuant to this Section 19.1 shall be addressed to Landlord or Tenant, as the case may be, and a prospective purchaser or mortgagee of the Leased Property

as Landlord may request, and a prospective assignee as Tenant may request (provided Landlord consents to the applicable assignee as required in accordance with Article 18), and may be relied upon by Landlord, Tenant and any such prospective purchaser, assignee or mortgagee of the Leased Property. Notwithstanding anything to the contrary contained herein, Landlord shall not be obligated to deliver a certificate in accordance with this Section 19.1 more than once in any 365-day period.

ARTICLE 20 – INSPECTION

20.1 Inspection. Tenant shall permit Landlord, its authorized representatives, mortgagees, and prospective mortgagees, to inspect the Leased Property and to make any on-site surveys including soil testing, structural testing, etc., provided that such inspection, survey or testing does not unreasonably interfere with the normal operation of the Leased Property and shall be arranged at least seven (7) days in advance of such inspection. In the event of emergency Landlord and its representatives may enter and inspect the Leased Property at any time without prior notice.

ARTICLE 21 – NO WAIVER

21.1 No Waiver. The failure of either Party to seek redress for violation of, or insist upon strict performance of, any covenant, agreement, term, provision or condition of this Lease, or a Party's failure to exercise any right or option herein conferred in any one or more instances, shall not (in any of the foregoing cases) be construed as a waiver or relinquishment of any such covenants, agreements, terms, provisions, or conditions, or rights or options of said Party, but the same shall be and remain in full force and effect. If a Party pursues any remedy granted by the terms of this Lease or pursuant to applicable law, it shall not be construed as a waiver or relinquishment of any other remedy afforded thereby. Further, the receipt by Landlord or payment by Tenant of Rent with knowledge of the breach of any covenant, agreement, term, provision or condition of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by a Party unless such waiver be in writing signed by such Party. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Base Rent herein stipulated shall be deemed to be other than on account of such Base Rent or Additional Rent or other charge owing by Tenant as Landlord shall elect, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed binding on Landlord as an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Base Rent, Additional Rent or other charges owing by Tenant, and to pursue each and every remedy in this Lease or by law provided therefor. The receipt and retention by Landlord of Base Rent or Additional Rent from anyone other than Tenant shall not be deemed a waiver by Landlord of any breach by Tenant of any covenant, agreement, term, provision or condition herein contained, or the acceptance of such other person as a tenant, or a release of Tenant from the further performance of the covenants, agreements, terms, provisions and conditions herein contained.

ARTICLE 22 – REMEDIES CUMULATIVE

22.1 Remedies Cumulative. To the extent permitted by law, each legal, equitable or contractual right, power and remedy of a Party or hereafter provided either in this Lease or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy and the exercise or beginning of the exercise by the Party of any one or more of such rights, powers and remedies shall not preclude the simultaneous or subsequent exercise by the Party of any or all of such other rights, powers and remedies.

ARTICLE 23 – SURRENDER OF LEASED PROPERTY

23.1 Delivery of Possession; Abandonment of Personal Property. In the event the Rezoning Condition (defined in Section 23.2, below) has been satisfied or if Landlord has delivered a Non-Removal Demand (defined in Section 23.2, below), then in either such case, upon the expiration or earlier termination of this Lease, title to all Improvements (or Designated Improvements, in the case of a Non-Removal Demand) on the Leased Property shall pass to Landlord, and shall be vacated and surrendered by Tenant to Landlord in reasonably good condition except for ordinary wear and tear (subject to the obligation of Tenant to maintain the Leased Property in good order and repair during the entire Term of this Lease) and with all personal property removed. If, however, the Rezoning Condition has

not been satisfied and Landlord has not delivered a Non-Removal Demand, then upon the expiration or earlier termination of this Lease Tenant shall remove all Improvements in accordance with Section 23.2, below. In all events, Tenant shall remove all of its personal property from the Leased Property upon the expiration or earlier termination of this Lease. Any of Tenant's personal property not removed by Tenant at the expiration or earlier termination of this Lease shall be considered abandoned by Tenant and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without first giving notice thereof to Tenant, without any payment to Tenant and without any obligation to account therefor. Tenant shall reimburse Landlord for the cost of removing and disposing of Tenant's property within ten (10) days of demand therefor, after which the amount due shall include the Overdue Rate.

23.2 Demand for Removal.

(a) Unless either: (i) the Borough of Watchung has adopted a Rezoning Ordinance (defined hereafter) in accordance with Section 23.2(c) (the “**Rezoning Condition**”); or (ii) Landlord delivers a written election to Tenant prior to the expiration of the Term or prior to the effective date of any earlier termination thereof (such written election, a “**Non-Removal Demand**”), designating some or all of the Improvements which Landlord would like to keep on the Leased Property (such designated Improvements, the “**Designated Improvements**”) (in which event, Section 23.1 shall apply), then notwithstanding anything else to the contrary in this Lease, Tenant shall, upon the expiration or earlier termination of this Lease, and at Tenant's sole cost and expense, demolish, dismantle, remove, and dispose of off-site any and all Improvements (other than Designated Improvements, if any) then-existing on the Leased Property in accordance with all Legal Requirements and shall otherwise restore the Leased Property to the condition existing prior to the installation of any such Improvements. Notwithstanding the satisfaction of the Rezoning Condition or an earlier delivery of a Non-Removal Demand, if the Improvements have suffered a casualty that has not been restored by Tenant in accordance with this Lease, or if such Improvements (or any component thereof) are otherwise not in reasonably good condition (subject to wear and tear) as of the date of expiration or earlier termination of this Lease, then, at Landlord's written election, Tenant shall nonetheless be required to comply with Section 23.2(a) as if the Rezoning Condition had not been satisfied or Landlord had not delivered a Non-Removal demand, as applicable.

(b) If the Term of this Lease has expired (inclusive of any and all extensions) or if this Lease has been terminated prior to Tenant's removal of all Improvements in accordance with this Section 23.2, then until such time as Tenant has complied with the terms of this Section 23.2, Tenant shall be considered to be holding over in accordance with Section 15.1; provided, however, that so long as there otherwise exists no Event of Default and Tenant is pursuing the removal of the Improvements in good faith and with reasonable diligence, then for a period of one hundred eighty (180) days following the expiration or earlier termination of this Lease, or for such longer period of time as is expressly agreed to by Landlord in a signed writing, Tenant shall not be required to pay any holdover rent as provided in Section 15.1. In addition, if the Improvements have not been removed in full compliance with this Section 23.2 by the one hundred eightieth (180th) day after the expiration (or earlier termination) of the Term, then Landlord shall have the right to cause the Improvements to be removed in accordance with this Section 23.2 on Tenant's behalf, and Tenant shall reimburse Landlord for all costs and expenses reasonably incurred in connection therewith within thirty (30) days of demand therefor, after which the amount due shall include the Overdue Rate.

(c) As used in this Lease, the term “**Rezoning Ordinance**” shall mean an ordinance (in form and substance reasonably acceptable to Landlord as fulfilling the requirements below), duly and validly adopted by the Borough of Watchung, which is and remains in effect at the time of the expiration or earlier termination of this Lease, that rezones the Leased Property to allow (in addition to all existing permitted uses in the R-R Zone) the following as principal permitted uses of the Leased Property without material condition: (i) firehouses and other emergency services and uses; and (ii) buildings and facilities for the repair and storage of equipment and machinery and/or storage of any materials. .

(d) For avoidance of doubt, the provisions of this Article 23 shall survive any expiration or earlier termination of this Lease.

ARTICLE 24 – NO MERGER OF TITLE

24.1 No Merger of Title. There shall be no merger of this Lease or of the leasehold estate created hereby by reason of the fact that the same person, firm, corporation or other entity may acquire, own or hold, directly or indirectly, (a) this Lease or the leasehold estate created hereby or any interest in this Lease or such leasehold estate and (b) the fee estate in the Leased Property.

ARTICLE 25 – TRANSFERS BY LANDLORD

25.1 Transfers by Landlord. The covenants, agreements, terms, provisions and conditions of this Lease shall bind and inure to the benefit of the respective successors, assigns and legal representatives of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provisions of Article 18 shall operate to vest any rights in any successor, assignee or legal representative of Tenant and that the provisions of this Article shall not be construed as modifying the conditions of limitation contained in Article 13. The term “Landlord” as used in this Lease shall mean the Landlord at the particular time in question and it is agreed that the covenants and obligations of Landlord under this Lease shall not be binding upon Landlord herein named or any subsequent landlord with respect to any period subsequent to the transfer of its interest under this Lease by operation of law or otherwise but the transferor shall not be released from any of its obligation accruing prior to such transfer. In the event of any such transfer, the transferee shall be deemed to have assumed (subject to this Article) the covenants and obligations of Landlord under this Lease, and Tenant agrees to look solely to the transferee for the performance of the obligations of Landlord hereunder, but only with respect to the period beginning with such transfer and ending with a subsequent transfer of such interest. A lease of Landlord’s interest shall be deemed a transfer within the meaning of this Article. In addition, notwithstanding anything to the contrary provided in this Lease, Tenant agrees that there shall be no personal liability on the part of Landlord arising out of any default by Landlord under this Lease, and that Tenant shall look solely to the interest of Landlord in and to the Leased Property or the leasehold estate of Landlord in the Leased Property for the enforcement and satisfaction of any defaults by Landlord hereunder, and that Tenant shall not enforce any judgment against Landlord against any other assets of Landlord, nor attach any other assets of Landlord; such exculpation of personal liability to be absolute and without any exception.

ARTICLE 26 – QUIET ENJOYMENT

26.1 Quiet Enjoyment. So long as Tenant shall pay all Rent as the same becomes due and shall fully comply with all of the terms of this Lease and fully perform its obligations hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Leased Property for the Term hereof, free of any claim or other action by Landlord or anyone lawfully claiming by, through or under Landlord, subject, however, to the terms, conditions, and provisions of this Lease.

ARTICLE 27 – NOTICES

27.1 Notices. All notices, demands, requests, consents, approvals and other communications hereunder shall be in writing and or mailed (by registered or certified mail, return receipt requested and postage prepaid), or delivered by reputable overnight delivery service such as Federal Express or U.P.S. Next Day Air, addressed to the respective parties, as follows:

(a) if to Tenant:

Borough of Watchung
Attn: Borough Administrator
15 Mountain Boulevard
Watchung, New Jersey 07060

With a copy to:

Borough of Watchung

Attn: Borough Clerk
15 Mountain Boulevard
Watchung, New Jersey 07060

(b) if to Landlord:

The Connell Company
Attn: President
300 Connell Drive, Suite 4000
Berkeley Heights, NJ 07922

With a copy to:

The Connell Company
Attn: General Counsel
300 Connell Drive, Suite 4000
Berkeley Heights, NJ 07922

or to such other address as either party may hereafter designate, and shall be effective upon receipt, provided a delivery receipt is obtained, or if mailed as provided herein and delivery is refused, then upon first attempted delivery.

ARTICLE 28 – SUBORDINATION

28.1 This Lease is and shall be subject and subordinate to any fee mortgage hereafter in effect, and to all renewals and modifications thereof, provided and upon condition that in any case the fee mortgagee shall agree that so long as no Event of Default shall be continuing, such fee mortgagee shall not, in the enforcement of any rights afforded such fee mortgagee under its fee mortgage, disturb the possession or adversely affect the rights of Tenant or any permitted subtenant of Tenant in the Leased Property pursuant to this Lease. If any fee mortgagee, or other person claiming by or through such fee mortgage (and including, without limitation, by or through any foreclosure proceeding or sale in lieu thereof), shall succeed to the rights of Landlord under this Lease, Tenant shall (at Landlord's request) attorn to and recognize such successor as the Landlord of Tenant under this Lease, and shall promptly execute, acknowledge and deliver such instruments requested by such person to evidence such attornment. Upon such attornment, this Lease shall continue as a direct lease from the successor Landlord to Tenant, upon and subject to the terms and conditions of this Lease for the balance of the Term, except that a successor Landlord in such instances shall not be: (i) liable to Tenant for any act or omission of Landlord prior to the date the fee mortgagee or other person succeeded to the interest of Landlord, (ii) responsible for any sums owed by or on deposit with Landlord to the credit of Tenant, except to the extent paid to the Fee Mortgagee or other successor, or (iii) subject to any defense, counterclaim, or set-off accrued to Tenant against Landlord. The foregoing subordination and attornment, and provisions relating thereto, shall be self-operative, and no further instrument shall be required to cause the provisions of this Section 28.1 to be effective.

ARTICLE 29 – RESERVED RIGHTS OF LANDLORD

29.1 Landlord hereby expressly reserves for itself, and its successors and assigns, the following rights: (a) the right to grant such easements, licenses, rights of way, and other rights and interests in and to the Leased Property to, and/or for the benefit of, third-parties and Affiliates of Landlord, including without limitation rights relating to the construction, installation, use, operation, maintenance, replacement and relocation of pipes, conduits, wires, and other utility installations and facilities; (b) to dedicate, transfer, and/or convey de minimis and/or unimproved portions of the Leased Property to third-parties and Affiliates of Landlord; and (c) to construct, install, use, operate, maintain, replace, and relocate minor improvements on the Leased Property, including any utility installations and facilities; provided, however, that no such grant, dedication, conveyance or other exercise by Landlord of the foregoing rights shall materially interfere with or impede Tenant's access to, or use and/or operation of, the Project on the Leased Property. Notwithstanding anything to the contrary contained in or suggested by the foregoing, the rights and privileges

granted to Tenant in this Lease are the only rights and privileges herein granted to Tenant, and Tenant has no rights or privileges, express or implied, other than those specifically granted to it by the Landlord herein.

ARTICLE 30 – MISCELLANEOUS

30.1 **General.** If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term or provision shall not be affected thereby. If any late charges provided for in any provision of this Lease are based upon a rate in excess of the maximum rate permitted by applicable law, the parties agree that such charges shall be fixed at the maximum permissible rate. Neither this Lease nor any provision hereof may be changed, waived, discharged or terminated except by an instrument in writing and signed by Landlord and Tenant. All the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The headings in this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Lease shall be governed by and construed in accordance with the laws of the State. Tenant waives all presentiments, demands for performance, notices of nonperformance, protests, notices of protect, notices of dishonor, and notices of acceptance and waives all notices of the existence, creation, or incurring of new or additional obligations, except as expressly granted herein. The parties agree that this Lease shall be construed as if both parties were equally responsible for drafting this Lease and the rule of construction of construing against the drafter shall not apply. For all purposes of this Lease, except as otherwise expressly provided or unless the context otherwise requires, the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision of this Lease. Unless otherwise expressly provided, the words “include” or “including” shall be deemed to be followed by the phrase “without limitation”. The parties’ remedies shall survive the ending of this Lease when the ending is caused by the default of the other party.

30.2 **WAIVER JURY TRIAL. EACH OF LANDLORD AND TENANT WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT MAY HEREAFTER BE INSTITUTED BY OR AGAINST IT ARISING OUT OF OR IN CONNECTION WITH THIS LEASE OR OCCUPANCY OF THE LEASED PROPERTY, PROVIDED SUCH WAIVER IS NOT PROHIBITED BY LAW.**

30.3 **Broker.** Landlord and Tenant each represent and warrant to the other that it has not dealt with any broker in connection with this Lease. Landlord and Tenant shall each indemnify and hold harmless the other from and against any and all claims for any brokerage fee or commission with respect to this Lease transaction by any broker with whom either Landlord or Tenant has dealt with or is alleged to have dealt with. The provisions of this Section shall survive any expiration or earlier termination of this Lease.

30.5 **Lease Not an Offer.** Landlord gave this Lease to Tenant for review. It is not an offer to lease. This Lease shall not be binding unless signed by both parties and an originally signed counterpart is delivered to Tenant.

30.6 **Authority of Parties.** Each party warrants that it is authorized to enter into this Lease, that the person signing on its behalf is duly authorized to execute this Lease, and that no other signatures are necessary. Tenant hereby further represents and warrants that it has, through its governing body, and in compliance with all Legal Requirements, including without limitation the Local Lands And Building Law, N.J.S.A. 40A:12-1 (and in particular, §40A:12-5(a) thereof), duly and validly adopted an ordinance authorizing its acquisition of the leasehold interest in the Leased Property contemplated by this Lease.

30.7 **Entire Agreement.** This Lease contains the entire agreement between the parties. This Lease shall be modified only by a writing signed by both parties.

30.8 **Time and Dates.** Time is of the essence with respect to the date and time for all payments, performances and notices in this Lease. If any date for payment, performance or notice under this Lease falls on a Saturday, Sunday or legal holiday of the State, such payment, performance or notice shall be made or given, as the case may be, on the Monday next following a payment, performance or notice date falling on the immediately prior Saturday

or Sunday, or on the day (other than a Saturday or Sunday) which is not a legal holiday of the State next following a payment, performance or notice date falling on a legal holiday

30.9 Memorandum. Either party may, upon request to the other, record a memorandum of this Lease or a memorandum of any amendment or modification of this Lease, provided the memorandum shall not include the financial terms of this Lease and shall otherwise be in a form and substance reasonably acceptable to Landlord. Each party shall, upon the request of the other, join in the execution of a memorandum of this Lease or a memorandum of any amendment or modification of this Lease in proper form for recordation together with any forms necessary for such recordation. The party requesting such memorandum of Lease shall be responsible for the payment of any recording fees and/or taxes. Upon the expiration or sooner termination of this Lease, Tenant covenants that it shall, no more than thirty (30) days after such expiration or earlier termination, execute, acknowledge, and deliver an instrument (in form and substance reasonably acceptable to Landlord) canceling any memorandum of Lease that is recorded and all other documentation required to record same, which obligation shall survive the expiration or earlier termination of this Lease. If Tenant fails or refuses to execute, acknowledge, and deliver such instrument of cancellation, and such failure continues for more than ten (10) days after demand therefor by Landlord, then: (a) Tenant hereby appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute, acknowledge, and deliver such instrument of cancellation on Tenant's behalf; and (b) Tenant shall reimburse Landlord for any costs and expenses, including reasonable out of pocket attorneys fees, incurred by Landlord in connection with the preparation and recordation of such instrument within thirty (30) days of demand therefor by Landlord, and with interest at the Overdue Rate until full payment.

30.10 Counterparts. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30.11 Flood Risk Notice (N.J.S.A. 46:8-50). In accordance with N.J.S.A. 46:8-50 ("**Flood Risk Notice Law**"), Landlord hereby notifies Tenant of the following matters (collectively, the "**Flood Risk Notice**"): (i) the Leased Property is not located wholly or partially in the special flood hazard area (100-year/1% annual chance flood plain) or moderate risk flood hazard area (500-year floodplain/0.2% annual chance flood plain) according to the Federal Emergency Management Agency's current flood insurance rate maps for the Leased Property; and (ii) to Landlord's knowledge, the Leased Property (including any parking areas thereon, if any) have not experienced any flood damage, water seepage, or pooled water due to a natural flood event (it being understood by all parties that the Leased Property is presently unimproved). Tenant acknowledges receipt of this Flood Risk Notice, which shall satisfy Landlord's obligations of notice as set forth in N.J.S.A. 46:8-50. Tenant further acknowledges that it has had the opportunity to independently review available information concerning the contents of the Flood Risk Notice and of any flood risks associated with the Leased Property generally and has elected to enter into this Lease based on such independent investigations, and not based on Landlord's representations contained in this Flood Risk Notice. Tenant hereby waives, to the fullest extent permitted by law, any and all rights and remedies available to Tenant under N.J.S.A. 46:8-50 as a consequence of any failure or purported failure by Landlord to provide Tenant notice of the matters contained therein.

30.12 Put-Option. Landlord shall have the right to elect, upon written notice to Tenant delivered any time following expiration of the Development Approvals Period and prior to expiration of the Term or earlier termination of this Lease, to offer to convey fee simple title of the Leased Property to Tenant for nominal consideration, in its as-is, where-is condition, with all faults known and unknown and without representation or warranty whatsoever ("**Put Option**"). In the event Landlord exercises such Put Option, Tenant shall notify Landlord within sixty (60) days of such notice whether or not it will accept title to the Property in accordance with the preceding sentence. The parties acknowledge that pursuant to the New Jersey Local Lands And Building Law, N.J.S.A. 40A:12-1, Tenant's acceptance of the Leased Property, even for nominal consideration, as a municipality, requires approval by way of ordinance. If the Tenant accepts the Put Option, the parties shall cooperate to effectuate such conveyance in accordance with applicable law (including the New Jersey Local Lands and Buildings Law) with reasonable promptness. In the event of any conveyance pursuant to this Section, Landlord will convey title to the Leased Property to Tenant by way of a quit-claim deed.

[SIGNATURE PAGE FOLLOWS]

INTENDING TO BE LEGALLY BOUND, the parties have caused this Lease to be executed by their respective officers as of the date and year first above appearing.

WITNESS:

LANDLORD:

THE CONNELL COMPANY

By:_____

Name:

Title:

WITNESS:

TENANT:

BOROUGH OF WATCHUNG

By:_____

Name:

Title: Mayor

The Land



EXHIBIT “B”

Project Concept Plan

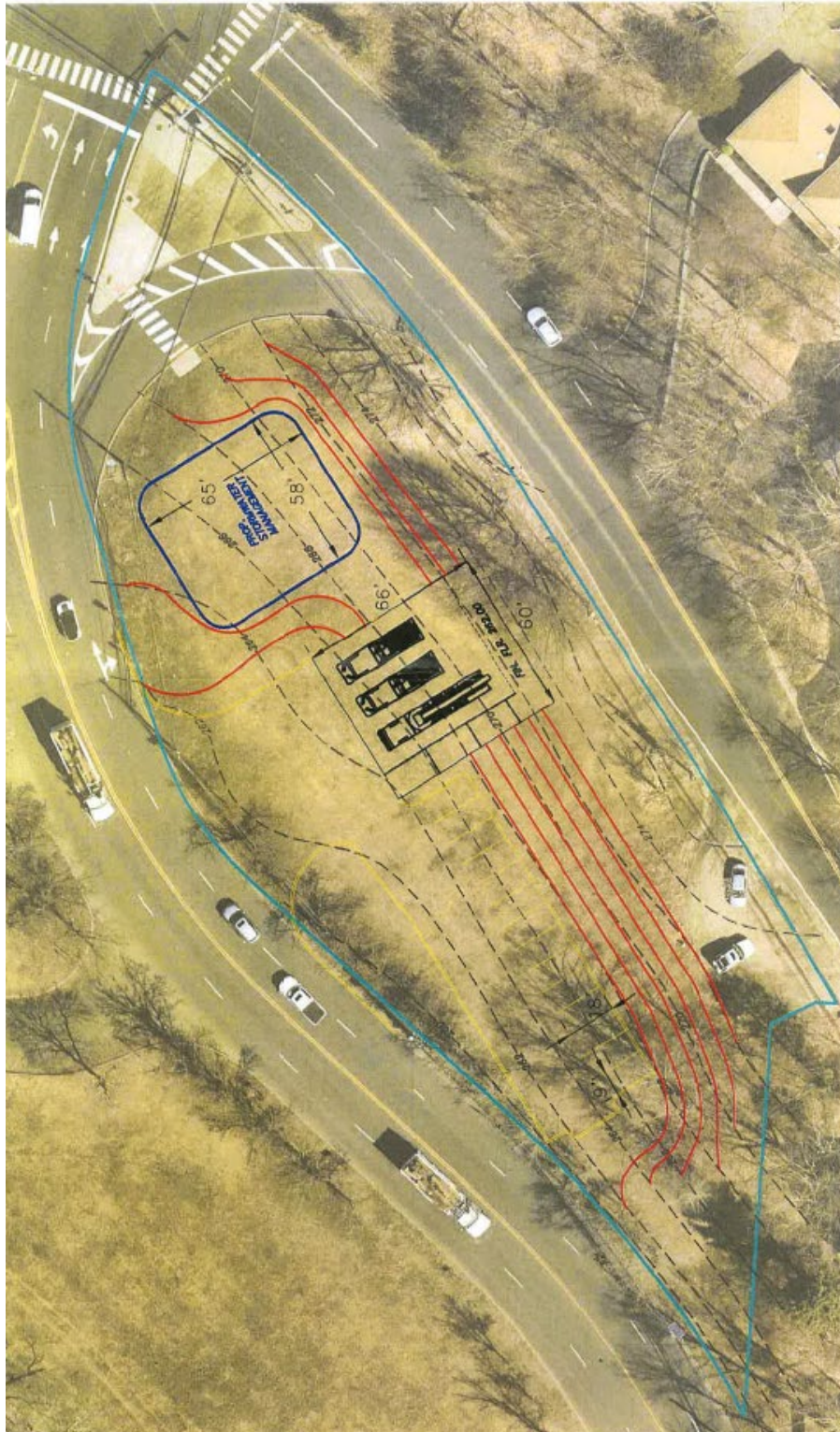


Exhibit B

**BOROUGH OF WATCHUNG
RESOLUTION: R11**

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

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

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

1. The public shall be excluded from discussion of the closed session of September 18, 2025.
2. The general nature of the subject matter to be discussed:
 - Attorney-Client Privilege Matters/ Contract Negotiations for Capodagli Redevelopment
3. Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.
4. The Borough Council may take official action on those items discussed in executive session upon completion of the executive session.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 18, 2025
INDEX: MISC.
C: