

**AGENDA**  
**Tuesday, October 12, 2021**  
**7:30 PM**

**Mayor & Council Regular Meeting**  
**Mayor & Borough Council**

**Borough of Chatham**  
**54 Fairmount Avenue**  
**Chatham, NJ 07928**

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**CALL MEETING TO ORDER**

The meeting will be called to order at 7:30 p.m.

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**SALUTE TO FLAG**

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**MOMENT OF SILENCE**

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**STATEMENT OF ADEQUATE NOTICE**

Pursuant to the requirements of the Open Public Meetings Act, adequate notice of this meeting has been provided by including same in the Annual Notice, copies of which were posted on the official bulletin board on the main floor of Borough Hall, emailed to the Daily Record, the Star Ledger, the Chatham Courier, the Chatham Patch, and TAPinto Chatham and was filed with the Borough Clerk, all on January 8th, 2021.

**VIRTUAL MEETING ACCESS:**

Anyone wishing to gain access to the meeting may dial 929-205-6099 (Meeting ID: 857 7010 4454) or obtain online access of the meeting using the following URL: <https://us02web.zoom.us/j/85770104454>

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**ROLL CALL**

Mayor Thaddeus J. Kobylarz  
Council President Carolyn Dempsey  
Council Member Jocelyn Mathiasen  
Council Member Karen Koronkiewicz  
Council Member Irene Treloar  
Council Member Leonard Resto  
Council Member Frank Truilo  
Stephen W. Williams, Borough Administrator  
Tamar Lawful, Borough Clerk  
Steven Kleinman, Borough Attorney

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## MAYOR'S PROCLAMATION

Mayor Kobylarz proceeds with the Mayor's Proclamation.

Mayor Kobylarz reads the following Mayor's Proclamation:

### Mayor's Proclamation

**WHEREAS**, on the 40th anniversary of the Great Chicago Fire of October 8-10, 1871, the Fire Marshals Association of North America determined that the anniversary should henceforth be observed in ways to keep the public informed about the importance of fire prevention; and

**WHEREAS**, Fire Prevention Week is today the longest running public health and safety observance on record, and is held annually during the week in which October 9th falls; and

**WHEREAS**, the Borough of Chatham is dedicated to reducing the occurrence of home fires by offering fire-prevention education and protection; and

**WHEREAS**, fires are a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

**WHEREAS**, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded that year to approximately 339,500 home fires; and

**WHEREAS**, smoke alarms detect smoke well before human beings can, alerting them to danger in the event of a fire where they may have as little as 2 minutes to escape safely; and

**WHEREAS**, functioning smoke alarms cut the risk of death in home fires fully in half; and

**WHEREAS**, Chatham Borough residents are advised to ensure that every member of their household recognizes the sounds of the alarms and understands properly how to respond; and

**WHEREAS**, Chatham Borough residents who have planned and practiced a home fire escape plan are more prepared, and will therefore be more likely, to survive a fire; and

**WHEREAS**, Chatham Borough first responders are dedicated to reducing the occurrence of home fires and home-fire injuries through prevention and protection education; and

**WHEREAS**, the 2021 Fire Prevention Week theme, "Learn the Sounds of Fire Safety," effectively serves as a reminder that it is vitally important to learn the different sounds of smoke and carbon monoxide alarms and ensure that they are properly functioning with working batteries.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Thaddeus J. Kobylarz, Mayor of the Borough of Chatham, do hereby proclaim October 3–9, 2021 as Fire Prevention Week throughout our town, and I urge all residents of Chatham Borough to “Learn the Sounds of Fire Safety” for Fire Prevention Week 2021, and to support the many public safety activities and efforts of our courageous and highly-dedicated Chatham Borough Volunteer Fire Department.

[Mayors Proclamation - Fire Prevention Week.doc](#)

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## **RECUSALS**

Recusals or abstentions submitted for the record.

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## **ADOPTION OF COUNCIL MEETING MINUTES**

Mayor Kobylarz asks Council Member Resto to proceed with Resolution # 21-337.

Council Member Resto reads Resolution # 21-337.

## **RESOLUTION # 21-337**

## **RESOLUTION TO ADOPT COUNCIL MEETING MINUTES**

**BE IT RESOLVED**, by the Council of the Borough of Chatham that the minutes from the following meeting are approved as prepared and shall be filed as a permanent record in the Borough Clerk’s office:

September 13, 2021

Council Member Resto: I motion to approve Resolution # 21-337.

Council Member \_\_\_\_\_ seconds the motion.

[21-337 RESOLUTION TO ADOPT COUNCIL MEETING MINUTES \(October 12, 2021\).doc](#)

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## **MAYOR'S REPORT I**

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## **MEETING OPEN TO THE PUBLIC**

## **NOTICE OF PUBLIC COMMENT TIME LIMIT**

Residents wishing to make public comments may dial 929-205-6099 (Meeting ID: 857 7010 4454) or obtain online access of the meeting using the following URL: <https://us02web.zoom.us/j/85770104454>

Hearing of citizens during the Public Comment section of the Agenda is an opportunity for any member of the public to be heard about issues which are/are not topics scheduled for Public Hearing tonight. To help facilitate an orderly meeting, and to permit all to be heard, speakers are asked to limit their comments to a reasonable length of time.

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## **ORDINANCES FOR SECOND READING**

Mayor Kobylarz asks Council Member Resto to proceed with Ordinance # 21-18.

Council Member Resto reads Ordinance # 21-18 entitled:

### **ORDINANCE # 21-18**

#### **AN ORDINANCE TO AMEND THE SALARIES AND WAGE RANGES FOR MUNICIPAL POSITIONS OF THE BOROUGH OF CHATHAM**

Which Ordinance was introduced and passed on first reading at a regular Council meeting held on September 27, 2021.

Mayor Kobylarz asks the Borough Clerk to give a summary of the legal notice.

The Borough Clerk states: A legal notice was published indicating that Ordinance # 21-18 was introduced and passed on first reading at the September 27, 2021 meeting and indicated the second reading and public hearing would be held at 7:30 p.m. on October 12, 2021 for consideration of final adoption. Copies of this Ordinance were made available to the general public and posted in accordance with the law.

Mayor Kobylarz: The meeting is now open for a public hearing on the Ordinance and any member of the public may be heard.

Mayor Kobylarz: Seeing no one else wishing to be heard, I will now close the public hearing.

Council Member Resto: I offer the following Ordinance and move its adoption:

**BE IT RESOLVED**, that this Ordinance as read by title on second reading, and after public hearing at this meeting, be adopted and finally passed.

Council Member \_\_\_\_\_ seconds the motion.

Mayor Kobylarz asks the Borough Clerk for a Roll Call Vote:

Name	Motion	Second	Yes	No	Abstain	Absent
Dempsey						
Mathiasen						
Koronkiewicz						
Treloar						
Resto						
Truilo						

[Ordinance # 21-18 \[INTRO\] - Salary Ordinance.doc](#)

Mayor Kobylarz asks Council Member Mathiasen to proceed with Bond Ordinance # 21-19.

Council Member Mathiasen reads Bond Ordinance # 21-19 entitled:

### **ORDINANCE # 21-19**

**BOND ORDINANCE TO AUTHORIZE THE RESURFACING OF HILLSIDE AVENUE (FROM MAPLE STREET TO WATCHUNG AVENUE) IN, BY AND FOR THE BOROUGH OF CHATHAM, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$220,000 TO PAY THE COST THEREOF, TO APPROPRIATE A STATE GRANT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS**

Which Ordinance was introduced and passed on first reading at a regular Council meeting held on September 27, 2021.

Mayor Kobylarz asks the Borough Clerk to give a summary of the legal notice.

The Borough Clerk states: A legal notice was published indicating that Bond Ordinance # 21-19 was introduced and passed on first reading at the September 27, 2021 meeting and indicated the second reading and public hearing would be held at 7:30 p.m. on October 12, 2021 for consideration of final adoption. Copies of this Ordinance were made available to the general public and posted in accordance with the law.

Mayor Kobylarz: The meeting is now open for a public hearing on the Bond Ordinance and any member of the public may be heard.

Mayor Kobylarz: Seeing no one else wishing to be heard, I will now close the public hearing.

Council Member Mathiasen: I offer the following Bond Ordinance and move its adoption:

**BE IT RESOLVED**, that this Bond Ordinance as read by title on second reading, and after public hearing at this meeting, be adopted and finally passed.

Council Member \_\_\_\_\_ seconds the motion.

Mayor Kobylarz asks the Borough Clerk for a Roll Call Vote:

Name	Motion	Second	Yes	No	Abstain	Absent
Dempsey						
Mathiasen						
Koronkiewicz						
Treloar						
Resto						
Truilo						

[ORDINANCE 21-19 \[INTRO\] BOND ORDINANCE FOR HILLSIDE AVENUE ROAD IMPROVEMENT PROJECT.doc](#)

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## **RESOLUTIONS**

### **NON-ROUTINE/NON-CONSENT**

Mayor Kobylarz asks Council Member Resto to proceed with Resolution # 21-338.

Council Member Resto reads Resolution # 21-338 by title.

#### **RESOLUTION # 21-338**

[Requires Roll Call Vote]

Majority of Full Membership

**RESOLUTION OF THE BOROUGH OF CHATHAM, IN THE COUNTY OF MORRIS, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS “NOTE RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$3,458,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE BOROUGH OF CHATHAM IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK WATER BANK CONSTRUCTION FINANCING PROGRAM**

**WHEREAS**, the Borough of Chatham, in the County of Morris, New Jersey (the “Local Unit”), jointly operates a sanitary sewerage treatment system with the Borough of Madison, in the County of Morris, New Jersey, as members of the Madison-Chatham Joint Meeting (the “Joint Meeting”) and the Joint Meeting has determined that there exists a need to, as applicable, acquire, construct, renovate or

install a certain project which consists of the improvement of the Joint Meeting's Molitor Water Pollution Control Facility (the "Project"), and it is the desire of the Local Unit to obtain financing for its allocable share of such Project through participation in the environmental infrastructure financing program (the "New Jersey Water Bank") of the New Jersey Infrastructure Bank (the "I-Bank"); and

**WHEREAS**, the Local Unit has determined to temporarily finance, as applicable, the acquisition, construction, renovation or installation of the Project prior to long-term bond financing through the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the "Construction Loan") to the Local Unit, pursuant to the Water Bank Construction Financing Program of the I-Bank (the "Construction Financing Program"); and

**WHEREAS**, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank its "Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$3,458,000 (the "Note"); and

**WHEREAS**, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law; and

**WHEREAS**, Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9 allow for the sale of the Note to the I-Bank, without any public offering, all under the terms and conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Note (and any renewals thereof) in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by bond ordinances of the Local Unit, finally adopted on December 10, 2018 and December 19, 2019, respectively and respectively titled: "BOND ORDINANCE TO AUTHORIZE THE FUNDING OF A PORTION OF THE COST OF THE IMPROVEMENT OF THE MADISON-CHATHAM JOINT MEETING'S MOLITOR WATER POLLUTION CONTROL FACILITY IN, BY AND FOR THE BOROUGH OF CHATHAM, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$2,730,000 TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS" and "BOND ORDINANCE TO APPROPRIATE AN ADDITIONAL SUM OF \$728,000 FOR THE FUNDING OF A PORTION OF THE COST OF THE IMPROVEMENT OF THE MADISON-CHATHAM JOINT MEETING'S MOLITOR WATER POLLUTION CONTROL FACILITY IN, BY AND FOR THE BOROUGH OF CHATHAM, IN THE

COUNTY OF MORRIS, STATE OF NEW JERSEY, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH ADDITIONAL APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS”, at which times quorums were present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Local Unit (the “Chief Financial Officer”) is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the aggregate principal amount of the Note to be issued shall be an amount up to \$3,458,000;
- (b) the maturity of the Note shall be as determined by the I-Bank, and the Note may be renewed from time to time as may be determined by the I-Bank;
- (c) the interest rate of the Note shall be as determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered “NJWB-CFP-2021-1-JM”;
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer (collectively, the “Authorized Officers”) under official seal or facsimile thereof affixed, imprinted, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Exhibit A, with such additions, deletions, and omissions as may be recommended by the Chief Financial Officer, upon the advice of bond counsel, general counsel, and/or the municipal advisor to the Local Unit, be and is hereby approved.

Section 6. The law firm of Rogut McCarthy LLC is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 7. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix, imprint or reproduce the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Local Unit Clerk, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents,



counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate, instrument or other document by the party authorized hereunder to execute such certificate, instrument or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Rogut McCarthy LLC, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Council Member Resto: I motion to approve Resolution # 21-338.

Council Member \_\_\_\_\_ seconds the motion.

Mayor Kobylarz asks the Borough Clerk for a Roll Call Vote:

Name	Motion	Second	Yes	No	Abstain	Absent
Dempsey						
Mathiasen						
Koronkiewicz						
Treloar						
Resto						
Truilo						

[21-338 IFP MUNI AUTHORIZING RESOLUTION.doc](#)

[Exhibit A - Short Term Note Form.doc](#)

Mayor Kobylarz asks Council Member Koronkiewicz to proceed with Resolution # 21-339.

Council Member Koronkiewicz reads Resolution # 21-339.

## **RESOLUTION # 21-339**

### **RESOLUTION EXTENDING DESIGNATION OF SV CHATHAM PO JV, LLC AS THE REDEVELOPER FOR THE POST OFFICE PLAZA REDEVELOPMENT AREA FROM OCTOBER 20, 2021, TO JANUARY 26, 2022**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (“LRHL”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

**WHEREAS**, in accordance with the LRHL, the Council for the Borough of Chatham (the “Council”) designated properties located along Bowers Lane and South Passaic Avenue within the Post

Office Plaza, shown on the Borough's Tax Map as Block 121: Lots 10 through 13 and 17, Block 122: Lots 1, 2 and 12 through 18, as an area in need of redevelopment (the "Redevelopment Area"); and

**WHEREAS**, the Council adopted a Redevelopment Plan by Ordinance No. 19-10, adopted on April 22, 2019, for the Redevelopment Area (the "Redevelopment Plan") which sets forth, inter alia, the plan for the redevelopment of the Redevelopment Area; and

**WHEREAS**, SV Chatham PO JV, LLC, the Redeveloper, an affiliate of KRE Group, Vertical Realty Capital, and Stolar Capital Group, with an address of 225 Millburn Avenue, Millburn, New Jersey, was designated as redeveloper for the Redevelopment Area by Resolution 2019-238 on July 8, 2019; and

**WHEREAS**, the designation of Redeveloper was set to expire on January 8, 2020; and

**WHEREAS**, the developer and the Borough of Chatham entered into an Interim Cost Agreement on October 3, 2019, which was also set to expire on January 8, 2020; and

**WHEREAS**, both the Redeveloper designation and Interim Cost Agreement were extended from January 8, 2020 to July 8, 2020 by Resolution # 19-355 adopted on December 19, 2019, and further extended from July 8, 2020 to January 8, 2021 adopted by Resolution # 20-185 on June 22, 2020, and further extended by Resolution # 21-89 from January 8, 2021 to July 8, 2021, and further extended by Resolution # 21-254 from July 8, 2021 to October 20, 2021 on June 28, 2021; and

**WHEREAS**, the Council has approved, and the Mayor has executed a First Amendment dated June 14, 2021 (the "First Amendment") to the November 7, 2016 Settlement Agreement with the Fair Share Housing Center; and

**WHEREAS**, the First Amendment requires certain revisions to the Redevelopment Plan by January 1, 2022; and

**WHEREAS**, the First Amendment contemplates that a Redeveloper's Agreement for the Redevelopment Area will be entered into by June 1, 2022; and

**WHEREAS**, the Council continues to desire that all or a significant portion of the Redevelopment Area be redeveloped by the Redeveloper;

**WHEREAS**, the Council is authorized to exercise all powers under the LRHL, pursuant to N.J.S.A. 40A:12A-8, including but not limited to the ability to negotiate with redevelopers to undertake redevelopment projects; and

**WHEREAS**, the Council and the Redeveloper shall have an additional period of time through January 26, 2022, to agree upon modifications to the Redevelopment Plan, the Interim Cost Agreement,

and the structure of the Redevelopment Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council for the Borough of Chatham as follows: (i) the designation of SV Chatham PO JV, LLC as the Redeveloper of the Redevelopment Area shall continue; (ii) the Mayor, and Borough Council's authorization to negotiate a Redevelopment Agreement with the Redeveloper shall continue; (iii) the Interim Cost Agreement shall be extended; (iv) the Mayor and Borough Council are authorized to negotiate revisions to the Redevelopment Plan consistent with the First Amendment; and (v) Staff and consultants to the Borough are hereby authorized and directed to continue to take all other administrative actions to implement this Resolution as may be necessary and appropriate to accomplish its goals and intent.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective for the period from October 20, 2021 through January 26, 2022.

Council Member Koronkiewicz: I motion to approve Resolution # 21-339.

Council Member \_\_\_\_\_ seconds the motion.

Mayor Kobylarz asks the Borough Clerk for a Roll Call Vote:

Name	Motion	Second	Yes	No	Abstain	Absent
Dempsey						
Mathiasen						
Koronkiewicz						
Treloar						
Resto						
Truilo						

21-339 RESOLUTION EXTENDING DESIGNATION OF SV CHATHAM PO JV, LLC AS THE REDEVELOPER FOR THE POST OFFICE PLAZA REDEVELOPMENT AREA [ Expires January 26, 2021].doc

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## REPORTS

### COUNCIL MEMBERS

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### MAYOR'S REPORT II

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### ADMINISTRATOR'S REPORT

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## CONSENT AGENDA

The following items are considered to be routine by the Chatham Borough Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so

requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

Resolution # 21-340 through Resolution # 21-348 have been placed on the Consent Agenda.

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## **RESOLUTION[S] REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION AND VOTE**

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### **FINANCE**

#### **RESOLUTION # 21-340**

##### **BILLS LIST**

[21-340 RESOLUTION TO APPROVE PAYMENT OF VOUCHERS \[October 12, 2021\].doc](#)  
[10-12-2021 Bills List.pdf](#)

#### **RESOLUTION # 21-341**

##### **RESOLUTION AUTHORIZING THE REFUND OF MEMBERSHIP FEE FOR THE CHATHAM MEMORIAL POOL**

[21-341 RESOLUTION TO REFUND RECREATION FEES FOR MEMORIAL POOL \[Cummins\].doc](#)

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### **CONTRACTS**

#### **RESOLUTION # 21-342**

##### **RESOLUTION OF THE BOROUGH OF CHATHAM AUTHORIZING THE AWARD OF CONTRACT TO PACKETALK THROUGH THE BERGEN COUNTY CO-OP CONTRACT# 19-32 FOR LICENSE PLATE READERS**

[21-342 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PACKETALK FOR LICENSE PLATE READERS.docx](#)

#### **RESOLUTION # 21-343**

##### **RESOLUTION AUTHORIZING THE MAYOR AND BOROUGH CLERK TO EXECUTE AN AGREEMENT FOR PARTICIPATION IN THE JOINT MUNICIPAL COURT**

[21-343 RESOLUTION AUTHORIZING THE RENEWAL OF MEMBERSHIP WITH THE JOINT MUNICIPAL COURT \[Membership expires on December 31, 2025\).docx](#)

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## **PERSONNEL**

### **RESOLUTION # 21-344**

#### **RESOLUTION AMENDING THE SALARY OF ERMINIO TORELLO, DIRECTOR FOR THE DEPARTMENT OF PUBLIC WORKS FOR THE BOROUGH OF CHATHAM**

[21-344 RESOLUTION AMENDING THE SALARY OF ERMINIO TORELLO DIRECTOR FOR THE DEPARTMENT OF PUBLIC WORKS.doc](#)

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## **OTHER**

### **RESOLUTION # 21-345**

#### **RESOLUTION APPROVING THE LAFAYETTE MINI-MARATHONON AND AUTHORIZING STREET CLOSURES**

[21-345 LAFAYETTE MINI MARATHON RESOLUTION.doc](#)

### **RESOLUTION # 21-346**

#### **RESOLUTION APPROVING THE HALLOWEEN COMMUNITY PARADE ON OCTOBER 29, 2021, AND AUTHORIZING STREET CLOSURES**

[21-346 HALLOWEEN COMMUNITY PARADE RESOLUTION.doc](#)

### **RESOLUTION # 21-347**

#### **RESOLUTION APPROVING THE 11th ANNUAL THANKSGIVING “TROT THE MANOR TURKEY TROT” 1-MILE FUN RUN AND 5K RUN ON NOVEMBER 25, 2021**

[21-347 TROT THE MANOR TURKEY TROT 1-MILE FUN RUN AND 5K RUN.doc](#)

### **RESOLUTION # 21-348**

#### **RESOLUTION APPROVING THE SUNSHINE STRIDERS FUN RUN AND AUTHORIZING STREET CLOSURES**

[21-348 SUNSHINE STRIDERS 5K RUN RESOLUTION.doc](#)

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## **CONSENT AGENDA VOTE**

Mayor Kobylarz asks Council Member \_\_\_\_\_ to proceed with the Resolutions listed on the Consent Agenda. Resolutions # 21-340 through # 21-348.

Council Member \_\_\_\_\_: I would like to make a motion to approve the resolutions placed on

this evenings Consent Agenda by consent of the Council.

Seconded by Council Member: \_\_\_\_\_.

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**ADD-ON RESOLUTION[S]**

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**ADJOURNMENT**



Incorporated 1897

# Borough of Chatham

BOROUGH HALL

54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

## Mayor's Proclamation

**WHEREAS**, on the 40<sup>th</sup> anniversary of the Great Chicago Fire of October 8-10, 1871, the Fire Marshals Association of North America determined that the anniversary should henceforth be observed in ways to keep the public informed about the importance of fire prevention; and

**WHEREAS**, Fire Prevention Week is today the longest running public health and safety observance on record, and is held annually during the week in which October 9<sup>th</sup> falls; and

**WHEREAS**, the Borough of Chatham is dedicated to reducing the occurrence of home fires by offering fire-prevention education and protection; and

**WHEREAS**, fires are a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

**WHEREAS**, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded that year to approximately 339,500 home fires; and

**WHEREAS**, smoke alarms detect smoke well before human beings can, alerting them to danger in the event of a fire where they may have as little as 2 minutes to escape safely; and

**WHEREAS**, functioning smoke alarms cut the risk of death in home fires fully in half; and

**WHEREAS**, Chatham Borough residents are advised to ensure that every member of their household recognizes the sounds of the alarms and understands properly how to respond; and

**WHEREAS**, Chatham Borough residents who have planned and practiced a home fire escape plan are more prepared, and will therefore be more likely, to survive a fire; and

**WHEREAS**, Chatham Borough first responders are dedicated to reducing the occurrence of home fires and home-fire injuries through prevention and protection education; and

**WHEREAS**, the 2021 Fire Prevention Week theme, "Learn the Sounds of Fire Safety," effectively serves as a reminder that it is vitally important to learn the different sounds of smoke and carbon monoxide alarms and ensure that they are properly functioning with working batteries.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Thaddeus J. Kobylarz, Mayor of the Borough of Chatham, do hereby proclaim October 3–9, 2021 as Fire Prevention Week throughout our town, and I urge all residents of Chatham Borough to "Learn the Sounds of Fire Safety" for Fire Prevention Week 2021, and to support the many public safety activities and efforts of our courageous and highly-dedicated Chatham Borough Volunteer Fire Department.

This the 6<sup>th</sup> Day of October 2021

BOROUGH OF CHATHAM

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Thaddeus J. Kobylarz, Mayor



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# Borough of Chatham

BOROUGH HALL

54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

## RESOLUTION #21-337

### RESOLUTION TO ADOPT COUNCIL MEETING MINUTES

**BE IT RESOLVED**, by the Council of the Borough of Chatham that the minutes from the following meeting are approved as prepared and shall be filed as a permanent record in the Borough Clerk's office:

September 13, 2021

Adopted: October 12, 2021

Attest:

BOROUGH OF CHATHAM

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Tamar Lawful  
Borough Clerk

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Thaddeus J. Kobylarz  
Mayor

### CERTIFICATION

I, Tamar Lawful, Borough Clerk for the Borough of Chatham, County of Morris, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Borough Council at its Regular Meeting held on October 12, 2021.

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Tamar Lawful, Borough Clerk





# Borough of Chatham

BOROUGH HALL

54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

## ORDINANCE #21-18

### AN ORDINANCE TO AMEND THE SALARIES AND WAGE RANGES FOR MUNICIPAL POSITIONS OF THE BOROUGH OF CHATHAM

**BE IT ORDAINED** by the Mayor and Council of the Borough of Chatham in the County of Morris, State of New Jersey as follows:

**SECTION 1.** The annual rates of compensation to be paid to persons employed in the following positions in the Borough of Chatham shall be fixed from time to time by resolution.

<b><u>2021 SALARY POSITIONS</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
Accounts Payable Clerk	\$24,200	\$41,750
Administrative Assistant I	\$36,480	\$70,000
Administrative Assistant II	\$29,730	\$63,500
Alternate Deputy Registrar	\$650	\$2,307
Assessor	\$15,580	\$27,500
Assessment Search Officer	\$700	\$3,075
Assistant Borough Administrator	\$10,800	\$23,670
Borough Administrator	\$112,600	\$160,000
Borough Clerk	\$48,000	\$94,750
Captain of Police	\$123,350	\$160,420
Chief Financial Officer	\$58,700	\$132,100
Chief of Police	\$120,350	\$175,000
Clerk Typist	\$27,400	\$38,160
Communications Coordinator	\$2,000	\$12,000
Community Service Coordinator	\$5,390	\$12,930
Deputy Borough Clerk	\$18,360	\$53,000
Deputy Registrar	\$650	\$2,310
Director of Community Services	\$48,470	\$88,330
Director of Public Works	\$95,000	\$147,000
Discretionary Stipend	\$1,000	\$10,000
Emergency Mgmt. Coordinator	\$7,500	\$15,100
Farmers' Market Manager	\$3,000	\$7,120
Fire Chief	\$6,200	\$19,750
Local Registrar of Vital Statistics	\$2,200	\$7,350
Media Programming Supervisor	\$1,100	\$7,120
Minutes Clerk	\$35,770	\$54,320
Municipal Engineer	\$56,300	\$127,920
Municipal Planner	\$145,000	\$152,000
Parking Enforcement Officer	\$29,200	\$54,000
Police Executive Administrative Assistant	\$43,700	\$90,500
Police Secretary	\$31,000	\$59,250

Pool Coordinator	\$3,200	\$9,700
Recreation Coordinator	\$35,100	\$87,440
Secretary Board of Health	\$2,930	\$16,040
Senior Assessing Clerk	\$15,500	\$31,500
Senior Deputy Emergency Mgmt. Coordinator	\$7,500	\$10,000
Tax Collector	\$49,900	\$81,200
Tax Search Officer	\$ 2,800	\$4,780
Utility Billing Representative	\$36,500	\$69,000
Zoning Code Enforcement Officer/Zoning Official	\$30,000	\$53,780

**SECTION 2.** For those positions whose pay for overtime is normally paid, such payment shall be in addition to the basic salary rates quoted in Section 1.

**SECTION 3.** For hourly rated employees, the maximum rates shall be as listed below:

<b><u>HOURLY POSITION</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
School Guard	\$15.00	\$25.00
Part Time Employee	\$11.00	\$45.00
Temporary Employee	\$11.00	\$35.00
Occasional Employee	\$11.00	\$35.00
Fire Inspector	\$17.00	\$45.00
Fire Official	\$23.00	\$45.00
Fire Subcode Inspector	\$25.00	\$43.00
Admin Agent/Asst Municipal Housing Liaison	\$20.00	\$46.00
Assistant Payroll Clerk	\$20.00	\$41.00
Media Programming Manager	\$20.00	\$37.00
Electrician	\$35.00	\$57.00
Assistant Finance Officer	\$20.00	\$45.00

**SECTION 4.** For Recreation program activities. The employee rates shall be as listed below:

<b><u>RECREATION POSITIONS</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
Referees/Umpires - Per Game	\$ 15.00	\$ 75.00
Coaches Training Sessions	\$ 50.00	\$ 200.00
Program Supervisor-Per Hour	\$ 15.00	\$ 75.00
Recreation Aides-Per Hour	\$ 10.00	\$ 50.00
Summer Staff	\$ 10.00	\$ 25.00

**SECTION 5.** All ordinances or provisions thereof inconsistent with this ordinance are hereby repealed. Rates of pay previously established by ordinance for positions not contained in this ordinance shall remain the same.

**SECTION 6.** The members of the Police Department who are represented by Local #226 of the Policeman's Benevolent Association shall be entitled to compensation in accordance with the provisions of the currently effective Agreement as now or hereafter properly negotiated, approved and executed between PBA Local #226 and the Borough of Chatham.

**SECTION 7.** The members of the Public Works Department who are represented by Chatham Borough Department of Public Works Association shall be entitled to compensation in accordance with the provisions of the currently effective agreement as now or hereafter properly negotiated, approved and executed between the Chatham Borough Department of Public Works Association and the Borough of Chatham.

**SECTION 8.** The provisions of this ordinance shall be effective upon adoption.

# # #

Introduced: September 27, 2021



Incorporated 1897

# Borough of Chatham

BOROUGH HALL

54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

## ORDINANCE #21-19

**BOND ORDINANCE TO AUTHORIZE THE RESURFACING OF HILLSIDE AVENUE (FROM MAPLE STREET TO WATCHUNG AVENUE) IN, BY AND FOR THE BOROUGH OF CHATHAM, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$220,000 TO PAY THE COST THEREOF, TO APPROPRIATE A STATE GRANT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS**

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BE IT ORDAINED by the Borough Council of the Borough of Chatham, in the County of Morris, State of New Jersey, as follows:

Section 1. The Borough of Chatham, in the County of Morris, State of New Jersey (the "Borough") is hereby authorized to resurface Hillside Avenue (from Maple Street to Watchung Avenue), including curb, sidewalk and drainage improvements, where necessary, in, by and for the Borough. Said improvement shall include all work, materials and appurtenances necessary and suitable therefor. It is hereby determined and stated that said road being improved is of "Class B" or equivalent construction as defined in Section 22 of the Local Bond Law (Chapter 2 of Title 40A of the New Jersey Statutes Annotated, as amended; the "Local Bond Law").

Section 2. The sum of \$220,000 is hereby appropriated to the payment of the cost of making the improvement described in Section 1 hereof (hereinafter referred to as "purpose"). Said appropriation shall be met from the proceeds of the sale of the bonds authorized and the State grant appropriated by this ordinance. No down payment is required pursuant to the provisions of N.J.S.A. 40A:2-11(c) because this ordinance involves a project

to be funded by a State grant. Said improvement shall be made as a general improvement and no part of the cost thereof shall be assessed against property specially benefited.

Section 3. It is hereby determined and stated that (1) said purpose is not a current expense of said Borough, and (2) it is necessary to finance said purpose by the issuance of obligations of said Borough pursuant to the Local Bond Law, and (3) the estimated cost of said purpose is \$220,000, and (4) \$123,000 of said sum is to be provided by the State grant hereinafter appropriated, and (5) the estimated maximum amount of bonds or notes necessary to be issued for said purpose is \$97,000, and (6) the cost of such purpose, as hereinbefore stated, includes the aggregate amount of \$20,000 which is estimated to be necessary to finance the cost of such purpose, including architect's fees, accounting, engineering and inspection costs, legal expenses and other expenses, including interest on such obligations to the extent permitted by Section 20 of the Local Bond Law.

Section 4. The sum of \$123,000 received or to be received as a grant from the State of New Jersey Department of Transportation is hereby appropriated to the payment of the cost of said purpose.

Section 5. To finance said purpose, bonds of said Borough of an aggregate principal amount not exceeding \$97,000 are hereby authorized to be issued pursuant to the Local Bond Law. Said bonds shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law. All matters with respect to said bonds not determined by this ordinance shall be determined by resolutions to be hereafter adopted.

Section 6. To finance said purpose, bond anticipation notes of said Borough of an aggregate principal amount not exceeding \$97,000 are hereby authorized to be issued pursuant to the Local Bond Law in anticipation of the issuance of said bonds. In the event that bonds are issued pursuant to this ordinance, the aggregate amount of notes hereby authorized to be issued shall be reduced by an amount equal to the principal amount of the bonds so issued. If the aggregate amount of outstanding bonds and notes issued pursuant to this ordinance shall at any time exceed the sum first mentioned in this section, the moneys raised by the issuance of said bonds shall, to not less than the amount of such excess, be applied to the payment of such notes then outstanding.

Section 7. Each bond anticipation note issued pursuant to this ordinance shall be dated on or about the date of its issuance and shall be payable not more than one year from its date, shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law and may be renewed from time to time pursuant to and within limitations prescribed by the Local Bond Law. Each of said bond anticipation notes shall be signed by the Mayor and by a financial officer and shall be under the seal of said Borough and attested by the Borough Clerk or Deputy Borough Clerk. Said officers are hereby authorized to execute said notes in such form as they may adopt in conformity with law. The power to determine any matters with respect to said notes not determined by this ordinance and also the power to sell said notes, is hereby delegated to the Chief Financial Officer who

is hereby authorized to sell said notes either at one time or from time to time in the manner provided by law.

Section 8. It is hereby determined and declared that the period of usefulness of said purpose, according to its reasonable life, is a period of ten years computed from the date of said bonds.

Section 9. It is hereby determined and stated that the Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the office of the Borough Clerk of said Borough, and that such statement so filed shows that the gross debt of said Borough, as defined in Section 43 of the Local Bond Law, is increased by this ordinance by \$97,000 and that the issuance of the bonds and notes authorized by this ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 10. Any funds received from private parties, the County of Morris, the State of New Jersey or any of their agencies or any funds received from the United States of America or any of its agencies in aid of such purpose (other than the State grant hereinbefore appropriated which shall be applied to the payment of the cost of such purpose, but shall not be applied to the payment of outstanding bond anticipation notes and the reduction in the amount of bonds authorized), shall be applied to the payment of the cost of such purpose, or, if bond anticipation notes have been issued, to the payment of the bond anticipation notes, and the amount of bonds authorized for such purpose shall be reduced accordingly.

Section 11. The Borough intends to issue the bonds or notes to finance the cost of the improvement described in Section 1 of this bond ordinance. If the Borough incurs such costs prior to the issuance of the bonds or notes, the Borough hereby states its reasonable expectation to reimburse itself for such expenditures with the proceeds of such bonds or notes, in the maximum principal amount of bonds or notes authorized by this bond ordinance.

Section 12. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this ordinance. Said obligations shall be direct, unlimited and general obligations of the Borough, and the Borough shall levy ad valorem taxes upon all the taxable real property within the Borough for the payment of the principal of and interest on such bonds and notes, without limitation as to rate or amount.

Section 13. The capital budget is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, is on file with the Borough Clerk and is available for public inspection.

Section 14. This ordinance shall take effect twenty days after the first publication thereof after final passage.

Introduced: September 27, 2021





# **Borough of Chatham**

**BOROUGH HALL**

**54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928**

## **RESOLUTION # 21-338**

**RESOLUTION OF THE BOROUGH OF CHATHAM, IN THE COUNTY OF MORRIS, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS “NOTE RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$3,458,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE BOROUGH OF CHATHAM IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK WATER BANK CONSTRUCTION FINANCING PROGRAM**

**WHEREAS**, the Borough of Chatham, in the County of Morris, New Jersey (the “Local Unit”), jointly operates a sanitary sewerage treatment system with the Borough of Madison, in the County of Morris, New Jersey, as members of the Madison-Chatham Joint Meeting (the “Joint Meeting”) and the Joint Meeting has determined that there exists a need to, as applicable, acquire, construct, renovate or install a certain project which consists of the improvement of the Joint Meeting's Molitor Water Pollution Control Facility (the “Project”), and it is the desire of the Local Unit to obtain financing for its allocable share of such Project through participation in the environmental infrastructure financing program (the “New Jersey Water Bank”) of the New Jersey Infrastructure Bank (the “I-Bank”); and

**WHEREAS**, the Local Unit has determined to temporarily finance, as applicable, the acquisition, construction, renovation or installation of the Project prior to long-term bond financing through the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the “Construction Loan”) to the Local Unit, pursuant to the Water Bank Construction Financing Program of the I-Bank (the “Construction Financing Program”); and

**WHEREAS**, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank its “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$3,458,000 (the “Note”); and

**WHEREAS**, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the “Local Bond Law”), and other applicable law; and

**WHEREAS**, Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9 allow for the sale of the Note to the I-Bank, without any public offering, all under the terms and conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Local Unit as follows:

**Section 1.** In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Note (and any renewals thereof) in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by bond ordinances of the Local Unit, finally adopted on December 10, 2018 and December 19, 2019, respectively and respectively titled: “BOND ORDINANCE TO AUTHORIZE THE FUNDING OF A PORTION OF THE COST OF THE IMPROVEMENT OF THE MADISON-CHATHAM JOINT MEETING'S MOLITOR WATER POLLUTION CONTROL FACILITY IN, BY AND FOR THE BOROUGH OF CHATHAM, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$2,730,000 TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS” and “BOND ORDINANCE TO APPROPRIATE AN ADDITIONAL SUM OF \$728,000 FOR THE FUNDING OF A PORTION OF THE COST OF THE IMPROVEMENT OF THE MADISON-CHATHAM JOINT MEETING'S MOLITOR WATER POLLUTION CONTROL FACILITY IN, BY AND FOR THE BOROUGH OF CHATHAM, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH ADDITIONAL APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS”, at which times quorums were present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

**Section 2.** The Chief Financial Officer of the Local Unit (the “Chief Financial Officer”) is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

**Section 3.** Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

**Section 4.** The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the aggregate principal amount of the Note to be issued shall be an amount up to \$3,458,000;
- (b) the maturity of the Note shall be as determined by the I-Bank, and the Note may be renewed from time to time as may be determined by the I-Bank;
- (c) the interest rate of the Note shall be as determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered “NJWB-CFP-2021-1-JM”;

- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer (collectively, the “Authorized Officers”) under official seal or facsimile thereof affixed, imprinted, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

**Section 5.** The Note shall be substantially in the form attached hereto as Exhibit A, with such additions, deletions, and omissions as may be recommended by the Chief Financial Officer, upon the advice of bond counsel, general counsel, and/or the municipal advisor to the Local Unit, be and is hereby approved.

**Section 6.** The law firm of Rogut McCarthy LLC is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

**Section 7.** The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix, imprint or reproduce the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Local Unit Clerk, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate, instrument or other document by the party authorized hereunder to execute such certificate, instrument or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

**Section 8.** This resolution shall take effect immediately.

**Section 9.** Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Rogut McCarthy LLC, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Name	Motion	Second	Yes	No	Abstain	Absent
Dempsey						
Mathiasen						
Koronkiewicz						
Treloar						
Resto						
Truilo						

[Signature and Certification on the following page]

**RESOLUTION # 21-338**

**RESOLUTION OF THE BOROUGH OF CHATHAM, IN THE COUNTY OF MORRIS, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS “NOTE RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$3,458,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE BOROUGH OF CHATHAM IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK WATER BANK CONSTRUCTION FINANCING PROGRAM**

Adopted: October 12, 2021

Attest:

**BOROUGH OF CHATHAM**

\_\_\_\_\_  
Tamar Lawful  
Borough Clerk

\_\_\_\_\_  
Thaddeus J. Kobylarz  
Mayor

**CERTIFICATION**

I, Tamar Lawful, Borough Clerk for the Borough of Chatham, County of Morris, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Borough Council at its Regular Meeting held on October 12, 2021.

\_\_\_\_\_  
Tamar Lawful, Borough Clerk

**EXHIBIT A**

**BOROUGH OF CHATHAM  
NOTE  
RELATING TO:  
THE WATER BANK CONSTRUCTION FINANCING PROGRAM  
OF THE NEW JERSEY INFRASTRUCTURE BANK**

\$ \_\_\_\_\_, 2021

**NJWB-CFP-2021-1-JM**

**FOR VALUE RECEIVED**, the **BOROUGH OF CHATHAM**, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the “Borrower”), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the “I-Bank”), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this “Note”); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

**SECTION 1. Definitions.** As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

“**Act**” means the “New Jersey Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

“**Administrative Fee**” means the “NJDEP Fee” as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

“**Anticipated Financing Program**” means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

“**Anticipated Long-Term Loan**” means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

**“Authorized Officer”** means any person authorized by the Joint Meeting, the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

**“Code”** means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

**“Cost”** or **“Costs”** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

**“Credit Policy”** means the “New Jersey Infrastructure Bank Credit Policy,” as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

**“Environmental Infrastructure Facilities”** means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

**“Environmental Infrastructure System”** means the Environmental Infrastructure Facilities of the Joint Meeting, including the Project, for which the Borrower is receiving the Loan.

**“Event of Default”** means any occurrence or event specified in Section 6 hereof.

**“Financial Plan”** means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

**“I-Bank Bonds”** means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

**“Interest”** means the interest that shall accrue on a daily basis with respect to Principal to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

**“Interest Rate”** means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

**“Issue Date”** means the date of issuance of this Note.

**“Loan”** means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

**“Loan Disbursement Requisition”** means the requisition, to be executed by an Authorized Officer of the Joint Meeting and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

**“Maturity Date”** means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be \_\_\_\_\_, being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 20\_\_\_. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

(A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20\_\_\_, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.

- (B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20\_\_, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.
- (C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 20\_\_, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

**“New Jersey Water Bank”** means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

**“NJDEP”** means the New Jersey Department of Environmental Protection.

**“Payment Date”** means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

**“Principal”** means the principal amount of the Loan, at any time being the lesser of (i) \_\_\_\_\_ Dollars (\$\_\_\_\_\_), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

**“Project”** means the Environmental Infrastructure System which constitutes a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto,



may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

**“Regulations”** means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

**“State”** means the State of New Jersey.

**SECTION 2. Representations of the Borrower.** The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) **Organization.** The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) **Participant in the Joint Meeting.** The Borrower is a participant in the Madison-Chatham Joint Meeting, constituting a joint meeting of various municipalities located in the County of Morris in the State (the “Joint Meeting”), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 *et seq.* as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State. The Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including, without limitation, the Borrower, through the incurrence of debt thereby or otherwise. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Borrower’s allocable share of which shall constitute the Project that is being financed by the Borrower through the issuance of this Note. In connection with its participation in the Joint Meeting and the issuance of this Note for the purpose of financing the Costs of the Project, the Borrower has entered into that certain Project Financing Agreement, dated the date hereof (the “Agreement”), by and between the Joint Meeting and the Borrower, and acknowledged and agreed to by the I-Bank, which Agreement is attached hereto as Exhibit H and made a part hereof.

(c) **Authority.** This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This

Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

(d) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(e) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, the Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, the Environmental Infrastructure System or its properties or operations are subject. The Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) as of the date hereof).

(f) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(g) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the representations of the Borrower set forth in this Section 2, and (ii) each of the representations of the Joint Meeting set forth in the Agreement.

(h) Borrower Reliance. The representations of the Borrower set forth in this Section 2, as and to the extent that such representations relate to the Project (as set forth in clause (e)) and the Environmental Infrastructure System (as set forth in clause (e)), have been made by the Borrower exclusively in reliance upon the representations of the Joint Meeting as set forth in the Agreement, and the Borrower has made no independent inquiry as to the accuracy of such representations by the Joint Meeting.

### **SECTION 3. Covenants of the Borrower.**

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any essential component (other than for obsolescence) of the Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax-exempt bonds"). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly)

(i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain the Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional “named insured” on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) I-Bank Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the covenants of the Borrower set forth in this Section 3, and (ii) each of the covenants of the Joint Meeting set forth in the Agreement.

(j) Borrower Reliance. The covenants of the Borrower, set forth in this Section 3, as and to the extent that such covenant obligations relate to the Project (as set forth in clauses (c), (e), (f), (g) and (h)), the Environmental Infrastructure System (as set forth in clauses (c), (e), (f), (g) and (h)) and the financing of the Project with the proceeds of tax-exempt bonds (as set forth in clause (d)), have been made by the Borrower exclusively in reliance upon the covenants of the Joint Meeting as set forth in the Agreement.

**SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.**

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the

Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

(e) Notwithstanding any provision of Section 4(a) hereof to the contrary, the Borrower hereby acknowledges and agrees that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4(a) hereof, shall be the obligation of the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project, and (ii) all proceeds of the Loan shall be disbursed, as provided by the terms and provisions of Section 4(a) hereof, by the I-Bank to the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project. Further, pursuant to the terms of the Agreement, the Joint Meeting has acknowledged and agreed to each of the terms, provisions, conditions and limitations set forth in Section 4(d) hereof with respect to disbursements of the Loan.

**SECTION 5. Unconditional Obligations.** The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

**SECTION 6. Events of Default.** The following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) an “Event of Default” as defined in the Agreement shall occur; and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

**SECTION 7. Remedies upon Event of Default.** Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right

accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank's Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

**SECTION 8. Certain Miscellaneous Provisions.** The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Borough of Chatham, Municipal Building, 54 Fairmount Avenue, Chatham, New Jersey 07928, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[The remainder of this page has been left blank intentionally.]



**IN WITNESS WHEREOF**, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**BOROUGH OF CHATHAM**

**[SEAL]**

**ATTEST:**

**By:**\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Borough Clerk**

**By:**\_\_\_\_\_  
**Chief Financial Officer**



# Borough of Chatham

BOROUGH HALL

54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

## RESOLUTION # 21-339

### **RESOLUTION EXTENDING DESIGNATION OF SV CHATHAM PO JV, LLC AS THE REDEVELOPER FOR THE POST OFFICE PLAZA REDEVELOPMENT AREA FROM OCTOBER 20, 2021, TO JANUARY 26, 2022**

**WHEREAS**, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1*, et seq., as amended and supplemented (“LRHL”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

**WHEREAS**, in accordance with the LRHL, the Council for the Borough of Chatham (the “Council”) designated properties located along Bowers Lane and South Passaic Avenue within the Post Office Plaza, shown on the Borough’s Tax Map as Block 121: Lots 10 through 13 and 17, Block 122: Lots 1, 2 and 12 through 18, as an area in need of redevelopment (the “Redevelopment Area”); and

**WHEREAS**, the Council adopted a Redevelopment Plan by Ordinance No. 19-10, adopted on April 22, 2019, for the Redevelopment Area (the “Redevelopment Plan”) which sets forth, inter alia, the plan for the redevelopment of the Redevelopment Area; and

**WHEREAS**, SV Chatham PO JV, LLC, the Redeveloper, an affiliate of KRE Group, Vertical Realty Capital, and Stolar Capital Group, with an address of 225 Millburn Avenue, Millburn, New Jersey, was designated as redeveloper for the Redevelopment Area by Resolution 2019-238 on July 8, 2019; and

**WHEREAS**, the designation of Redeveloper was set to expire on January 8, 2020; and

**WHEREAS**, the developer and the Borough of Chatham entered into an Interim Cost Agreement on October 3, 2019, which was also set to expire on January 8, 2020; and

**WHEREAS**, both the Redeveloper designation and Interim Cost Agreement were extended from January 8, 2020 to July 8, 2020 by Resolution # 19-355 adopted on December 19, 2019, and further extended from July 8, 2020 to January 8, 2021 adopted by Resolution # 20-185 on June 22, 2020, and further extended by Resolution # 21-89 from January 8, 2021 to July 8, 2021, and further extended by Resolution # 21-254 from July 8, 2021 to October 20, 2021 on June 28, 2021; and

**WHEREAS**, the Council has approved, and the Mayor has executed a First Amendment dated June 14, 2021 (the “First Amendment”) to the November 7, 2016 Settlement Agreement with the Fair Share Housing Center; and

**WHEREAS**, the First Amendment requires certain revisions to the Redevelopment Plan by January 1, 2022; and

**WHEREAS**, the First Amendment contemplates that a Redeveloper’s Agreement for the Redevelopment Area will be entered into by June 1, 2022; and

**WHEREAS**, the Council continues to desire that all or a significant portion of the Redevelopment Area be redeveloped by the Redeveloper;

**WHEREAS**, the Council is authorized to exercise all powers under the LRHL, pursuant to *N.J.S.A. 40A:12A-8*, including but not limited to the ability to negotiate with redevelopers to undertake redevelopment projects; and

**WHEREAS**, the Council and the Redeveloper shall have an additional period of time through January 26, 2022, to agree upon modifications to the Redevelopment Plan, the Interim Cost Agreement, and the structure of the Redevelopment Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council for the Borough of Chatham as follows: (i) the designation of SV Chatham PO JV, LLC as the Redeveloper of the Redevelopment Area shall continue; (ii) the Mayor, and Borough Council's authorization to negotiate a Redevelopment Agreement with the Redeveloper shall continue; (iii) the Interim Cost Agreement shall be extended; (iv) the Mayor and Borough Council are authorized to negotiate revisions to the Redevelopment Plan consistent with the First Amendment; and (v) Staff and consultants to the Borough are hereby authorized and directed to continue to take all other administrative actions to implement this Resolution as may be necessary and appropriate to accomplish its goals and intent.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective for the period from October 20, 2021 through January 26, 2022.

Adopted: October 12, 2021

Attest:

BOROUGH OF CHATHAM

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Tamar Lawful  
Borough Clerk

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Thaddeus J. Kobylarz  
Mayor

CERTIFICATION

I, Tamar Lawful, Borough Clerk for the Borough of Chatham, County of Morris, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Borough Council at its Regular Meeting held on October 12, 2021.

---

Tamar Lawful, Borough Clerk



Incorporated 1897

# Borough of Chatham

BOROUGH HALL

54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

## RESOLUTION #21-340

### RESOLUTION TO APPROVE PAYMENT OF VOUCHERS

**WHEREAS**, vouchers for payment have been submitted to the Borough Council by the various municipal departments.

**BE IT RESOLVED**, by the Council of the Borough of Chatham that all vouchers approved by the Finance Chairman be paid subject to the certification of the availability of funds by the Chief Financial Officer.

Adopted: October 12, 2021

Attest:

BOROUGH OF CHATHAM

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Tamar Lawful  
Borough Clerk

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Thaddeus J. Kobylarz  
Mayor

### CERTIFICATION

I, Tamar Lawful, Borough Clerk for the Borough of Chatham, County of Morris, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Borough Council at its Regular Meeting held on October 12, 2021.

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Tamar Lawful, Borough Clerk

Batch Id: EVC Batch Type: C Batch Date: 10/12/21 Checking Account: CLAIMS ACCOUNT G/L Credit: Budget G/L Credit  
Generate Direct Deposit: N

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
21000984	10/05/21	10/12/21 01850 BAUER AUTOMOTIVE SERVICE 1 PD#4401-ALIGNMENT	149.00	27 WATCHUNG AVE. 1-01-26-315-201 VEHICLE MAINTENANCE	Budget	Aprv	65	1
			149.00	Public Works				
BDG22283	07/08/21	10/12/21 ALLIE755 ALLIED OIL 19 SEPTEMBER 2021 GASOLINE/DIESEL	391.41	A DIVISION OF GRIFFITH-ALLIED 1-05-55-502-418 MOTOR VEHICLE GAS & OIL	Budget	Aprv	121	1
BDG22283	07/08/21	20 SEPTEMBER 2021 GASOLINE/DIESEL	5,200.27	1-01-31-460-200 GASOLINE / DIESEL	Budget	Aprv	122	1
			5,591.68					
BDG22286	09/07/21	10/12/21 ANIMA500 ANIMAL CONTROL SOLUTIONS LLC 35 Animal Control Ser. 10/21	350.00	2 MARSHALL DR T-20-56-501-010 ANIMAL CONTROL EXPENSES/PAYROLL	Budget	Aprv	123	1
BDG22286	09/07/21	36 Animal Control Ser. 36 INWOOD	350.00	T-20-56-501-010 ANIMAL CONTROL EXPENSES/PAYROLL	Budget	Aprv	124	1
BDG22286	01/12/21	37 Animal Control Ser.17 MYRTLE	350.00	T-20-56-501-010 ANIMAL CONTROL EXPENSES/PAYROLL	Budget	Aprv	125	1
BDG22286	10/05/21	38 Animal Control Ser.CHATHAM SCH	350.00	T-20-56-501-010 ANIMAL CONTROL EXPENSES/PAYROLL	Budget	Aprv	126	1
			1,400.00					
21000945	09/23/21	10/12/21 BREAT500 BREATHE BETTER DUCT CLEANING 1 VENT CLEANING	12,889.24	6 SCHUYLER PLACE C-04-55-919-502 BOROUGH HALL IMPROVEMENTS	Budget	Aprv	19	1
21000945	09/23/21	2 VENT CLEANING	4,360.76	C-04-55-920-802 BUILDING IMPROVEMENTS	Budget	Aprv	20	1
			17,250.00					
21000995	10/05/21	10/12/21 BUYWI500 BUY WISE AUTO PARTS 1 AUTO PARTS-OE REPLACEMENT HORN	20.38	P O BOX 301 1-01-26-315-201 VEHICLE MAINTENANCE	Budget	Aprv	78	1
21000995	10/05/21	2 AUTO PARTS-ACDELCO COMMERCIAL	200.02	1-05-55-502-313 EQUIPMENT REPAIRS & MAINT	Budget	Aprv	79	1
21000995	10/05/21	3 AUTO PARTS-ACDELCO PROFESSIONAL	71.45	1-01-26-315-207 BATTERIES	Budget	Aprv	80	1
21000995	10/05/21	4 AUTO PARTS-BATTERY	127.09	1-01-26-315-207 BATTERIES	Budget	Aprv	81	1
21000995	10/05/21	5 AUTO PARTS-BATTERY	254.18	1-01-26-315-207 BATTERIES	Budget	Aprv	82	1
21000995	10/05/21	6 AUTO PARTS-BATTERY	127.09	1-01-26-315-207 BATTERIES	Budget	Aprv	83	1
21000995	10/05/21	7 AUTO PARTS-BATTERY	254.18	1-01-26-315-207 BATTERIES	Budget	Aprv	84	1
21000995	10/05/21	8 AUTO PARTS-T#12 HORN	23.71	1-01-26-315-201 VEHICLE MAINTENANCE	Budget	Aprv	85	1
21000995	10/05/21	9 AUTO PARTS-PD#26 BRAKES	353.92	1-01-26-315-201 VEHICLE MAINTENANCE	Budget	Aprv	86	1
				Public Works				

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
21000995	10/05/21	10 AUTO PARTS-CREDIT	28.81-	1-01-26-315-207 BATTERIES	Budget	Aprv	87	1
21000995	10/05/21	11 AUTO PARTS-CREDIT	28.81-	1-01-26-315-207 BATTERIES	Budget	Aprv	88	1
			<u>1,374.40</u>					
	10/12/21	CAMPB500 CAMPBELL FOUNDRY COMPANY		800 BERGEN STREET				
BDG22290	09/29/21	8 FULLER AVE DRAINAGE	12,480.00	C-04-55-920-101 2020 DRAINAGE IMPROVEMENTS	Budget	Aprv	127	1
			<u>12,480.00</u>					
	10/12/21	CHATA130 CHATHAM BOROUGH GENERAL ACCT.		54 FAIRMOUNT AVE.				
21000953	09/30/21	1 WATER RENT OCT. 2021	375.00	1-05-55-502-244 PROPERTY RENTAL	Budget	Aprv	26	1
21000978	10/05/21	1 FISHAAWACK CHANGE FUND	300.00	1-01-20-115-208 SPECIAL PROJECTS	Budget	Aprv	49	1
			<u>675.00</u>					
	10/12/21	CHATA260 CHATHAM FIRE DEPARTMENT		HOUSE COMMITTEE				
21000954	09/30/21	1 SEPTEMBER FIRE HOUSE FOOD	100.00	1-01-25-265-214 MONTHLY MEETING/DRILL STIPEND	Budget	Aprv	27	1
			<u>100.00</u>					
	10/12/21	CHATA320 CHATHAM LAWNMOWER SERVICE INC		14 COMMERCE ST				
BDG22292	09/29/21	10 LAWNMOWER SUPPLIES 2021	51.86	1-01-28-375-202 SUPPLIES AND TOOLS	Budget	Aprv	128	1
BDG22292	09/29/21	11 LAWNMOWER SUPPLIES 2021	8.00	1-01-28-375-202 SUPPLIES AND TOOLS	Budget	Aprv	129	1
BDG22292	09/29/21	12 LAWNMOWER SUPPLIES 2021-CREDIT	51.76-	1-01-28-375-202 SUPPLIES AND TOOLS	Budget	Aprv	130	1
			<u>8.10</u>					
	10/12/21	CHATH630 CHATHAM STONE & EARTH PRODUCTS		8 WATCHUNG AVE				
21000973	10/05/21	1 TOPSOIL	36.00	C-04-55-920-101 2020 DRAINAGE IMPROVEMENTS	Budget	Aprv	47	1
			<u>36.00</u>					
	10/12/21	CHRIS600 CHRISTMAS DECOR BY EBBY'S		101 E MAIN ST, BLDG # 10				
21000964	10/06/21	7 WHITE LIGHTS OPERATING	6,000.00	1-01-30-420-201 WHITE LIGHTS	Budget	Aprv	35	1
			<u>6,000.00</u>					
	10/12/21	DEPTH500 DEPT OF HEALTH & HUMAN SERVICE		INFECTIONS & ZOONOTIC DISEASE				
21000955	09/30/21	1 DOG LICENSE SEPTEMBER 2021	11.40	T-20-56-501-010 ANIMAL CONTROL EXPENSES/PAYROLL	Budget	Aprv	28	1
			<u>11.40</u>					
	10/12/21	DONOF500 D'ONOFRIO & SON INC LANDSCAPIN		47 VAN NESS TER				
BDG22296	07/08/21	6 AUG LANDSCAPE MAINTENANCE 2021	5,975.00	1-01-28-375-258 GRASS MAINTENANCE CONTRACT	Budget	Aprv	131	1
BDG22296	10/05/21	7 SEP LANDSCAPE MAINTENANCE 2021	4,780.00	1-01-28-375-258 GRASS MAINTENANCE CONTRACT	Budget	Aprv	132	1

Check No.	Check Date	Vendor # Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description		Description					
			10,755.00						
	10/12/21	DORSE500 DORSEY & SEMRAU		714 MAIN ST					
BDG22298	03/02/21	11 LEGAL SERVICE SEPTEMBER 2021	1,092.00	1-01-20-150-223	Budget	Aprv	133	1	
			1,092.00	APPRAISAL SERVICES & LEGAL					
	10/12/21	EASTE500 EASTERN CONCRETE MATERIALS INC		250 PEHLE AVE					
21001008	10/05/21	1 LIME 3/4 QUARRY PROCESS	1,019.95	C-04-55-920-004	Budget	Aprv	97	1	
			1,019.95	2020 ROAD MICRO-SURFACING PROGRAM					
	10/12/21	EMRPO500 EMR POWER SYSTEMS LLC		P O BOX 3787					
21000982	10/05/21	1 SERVICE-WELL HOUSE #3	455.00	1-01-26-310-245	Budget	Aprv	58	1	
				P.E.O.S.H.A. (INSIDE CAP)					
21000982	10/05/21	2 SERVICE-DPW	300.00	1-01-26-310-245	Budget	Aprv	59	1	
				P.E.O.S.H.A. (INSIDE CAP)					
21000982	10/05/21	3 SERVICE-PARROTT MILL LIFT	300.00	1-01-26-310-245	Budget	Aprv	60	1	
				P.E.O.S.H.A. (INSIDE CAP)					
21000982	10/05/21	4 SERVICE-FIREHOUSE	340.00	1-01-26-310-245	Budget	Aprv	61	1	
				P.E.O.S.H.A. (INSIDE CAP)					
21000982	10/05/21	5 SERVICE-POLICE STATION	455.00	1-01-26-310-245	Budget	Aprv	62	1	
				P.E.O.S.H.A. (INSIDE CAP)					
21000982	10/05/21	6 SERVICE-JACKSON AVE	300.00	1-01-26-310-245	Budget	Aprv	63	1	
			2,150.00	P.E.O.S.H.A. (INSIDE CAP)					
	10/12/21	ESCSHELL Schelling, Beverley Jane		129 WATCHUNG AVENUE					
21001020	10/07/21	1 RETURN OF DONATION- SCHELLING	350.00	T-17-56-000-224	Budget	Aprv	109	1	
			350.00	SHADE TREE COMMISSION TRUST					
	10/12/21	ESCSZCLA SZ Classic Homes		5 Dead River Road					
21001000	10/05/21	1 23 BROADVIEW REFUND FOR PERMIT	150.00	1-01-55-950-001	Budget	Aprv	89	1	
			150.00	MISCELLANEOUS REFUNDS					
	10/12/21	FERRI500 FERRIERO ENGINEERING, INC		P.O. BOX 571					
21001012	10/05/21	1 ENGINEERING SERVICES AUG 2021	210.00	1-01-20-165-201	Budget	Aprv	101	1	
				ENGINEERING MISCELLANEOUS					
21001012	10/05/21	2 ENGINEERING SERVICES AUG 2021	350.00	1-01-20-165-201	Budget	Aprv	102	1	
			560.00	ENGINEERING MISCELLANEOUS					
	10/12/21	FISON500 F.I.S. ON SITE SERVICE		P O BOX 827					
21000980	10/05/21	1 Coolant	155.88	1-01-25-265-219	Budget	Aprv	52	1	
				VEHICLE REPAIR & MAINTENANCE					
21000980	10/05/21	2 Hose Clamps	41.86	1-01-25-265-219	Budget	Aprv	53	1	
				VEHICLE REPAIR & MAINTENANCE					
21000980	10/05/21	3 Heater Hose 5/8	79.84	1-01-25-265-219	Budget	Aprv	54	1	
				VEHICLE REPAIR & MAINTENANCE					
21000980	10/05/21	4 Silicone Rad Hose	213.30	1-01-25-265-219	Budget	Aprv	55	1	

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
21000980	10/05/21	5 Joe Most Labor	690.00	VEHICLE REPAIR & MAINTENANCE 1-01-25-265-219	Budget	Aprv	56	1
21000990	10/05/21	1 Joe Most Labor	172.50	VEHICLE REPAIR & MAINTENANCE 1-01-25-265-219	Budget	Aprv	73	1
21000990	10/05/21	2 Bulb	3.90	VEHICLE REPAIR & MAINTENANCE 1-01-25-265-219	Budget	Aprv	74	1
			<u>1,357.28</u>	VEHICLE REPAIR & MAINTENANCE				
10/12/21	GERCK500	GECKO GRAPHICS INC		211 WEST CHESTNUT ST				
21000520	06/03/21	2 BASES/GAPHIC - NEW GARRDEN PK	7,078.00	G-01-41-727-201	Budget	Aprv	5	1
			<u>7,078.00</u>	GARDEN PARK TRAILS GRANT				
10/12/21	GMFEN500	G M FENCE COMPANY INC		26 EISENHOWER PARKWAY				
21000981	10/05/21	1 FENCING	136.02	1-01-26-290-201	Budget	Aprv	57	1
			<u>136.02</u>	PUBLIC WORKS MISCELLANEOUS				
10/12/21	GROFF500	GROFF TRACTOR NEW JERSEY LLC		629 S PHILADELPHIA BLVD				
21000985	10/05/21	1 CASE LOADER	280.90	W-06-55-921-101	Budget	Aprv	66	1
			<u>280.90</u>	REPAIR TO BACK HOE				
10/12/21	HANOV500	HANOVER SUPPLY CO		P O BOX 325				
21000988	10/05/21	1 FIREHOUSE	38.40	1-05-55-502-202	Budget	Aprv	71	1
21001004	10/05/21	1 FIREHOUSE	26.30	SUPPLIES AND TOOLS	Budget	Aprv	93	1
21001004	10/05/21	2 FIREHOUSE	39.61	1-05-55-502-202	Budget	Aprv	94	1
21001004	10/05/21	3 FIREHOUSE	94.96	SUPPLIES AND TOOLS	Budget	Aprv	95	1
			<u>199.27</u>	SUPPLIES AND TOOLS				
10/12/21	HOMED500	HOME DEPOT		DEPT. 32-2501121259				
BDG22306	09/29/21	53 2021HARDWARE SUPPLIES-CLEANING	320.55	G-03-41-700-001	Budget	Aprv	134	1
BDG22306	09/29/21	54 2021HARDWARE SUPPLIES-FIREHOUS	201.88	LOCAL FISCAL RECOVERY FUNDS	Budget	Aprv	135	1
			<u>522.43</u>	1-05-55-502-202				
10/12/21	HONOR500	HONOR TREE SERVICE INC		270 KINGS ROAD				
21000972	10/05/21	1 TREE SERVICE-21 ROOSEVELT	450.00	1-01-26-290-254	Budget	Aprv	45	1
21000972	10/05/21	2 TREE SERVICE-7 ROWAN	2,750.00	PRUNING TREES	Budget	Aprv	46	1
			<u>3,200.00</u>	1-01-26-290-256				
10/12/21	JERSE500	JERSEY CENTRAL POWER & LIGHT		PO BOX 3687				
BDG22308	08/05/21	30 AUG-SEPT JCP&L SERVICE 2021	165.93	1-01-31-430-200	Budget	Aprv	136	1
				ELECTRICITY				



Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
BDG22308	08/05/21	31 AUG-SEPT JCP&L SERVICE 2021	4,739.12	1-01-31-435-200 STREET LIGHTING	Budget	Aprv	137	1
			<u>4,905.05</u>					
	10/12/21	JESCO600 JESCO INC (parts)		1260 CENTENNIAL AVE				
21000921	09/23/21	1 SEAT KIT	1,274.40	W-06-55-921-101 REPAIR TO BACK HOE	Budget	Aprv	12	1
21000921	09/23/21	2 BOLT/NUT	27.30	W-06-55-921-101 REPAIR TO BACK HOE	Budget	Aprv	13	1
21000921	09/23/21	3 CUTTING EDGE	131.90	W-06-55-921-101 REPAIR TO BACK HOE	Budget	Aprv	14	1
21000921	09/23/21	4 HYDRAULIC CYLINDER	2,465.36	W-06-55-921-101 REPAIR TO BACK HOE	Budget	Aprv	15	1
21000921	09/23/21	5 TOOTH	32.19	W-06-55-921-101 REPAIR TO BACK HOE	Budget	Aprv	16	1
21000921	09/23/21	6 PIN	9.51	W-06-55-921-101 REPAIR TO BACK HOE	Budget	Aprv	17	1
			<u>3,940.66</u>					
	10/12/21	JIMMY500 JIMMY FLEMING ELECTRIC		20 GARDNE AVE				
21000948	09/23/21	1 200 METER	75.00	C-04-55-921-501 VARIOUS PARK IMPROVEMENTS	Budget	Aprv	21	1
21000948	09/23/21	2 LABOR	360.00	C-04-55-921-501 VARIOUS PARK IMPROVEMENTS	Budget	Aprv	22	1
21000971	10/05/21	1 TOWN HALL-PHOTO CELL	58.30	1-01-26-310-240 FACILITY REPAIRS & MAINTANCE	Budget	Aprv	43	1
21000971	10/05/21	2 TOWN HALL-LABOR	180.00	1-01-26-310-240 FACILITY REPAIRS & MAINTANCE	Budget	Aprv	44	1
			<u>673.30</u>					
	10/12/21	KIWAN500 KIWANIS CLUB OF CHATHAMS		% GARY ARNESEN				
21000994	10/05/21	1 PARK CLEANING	450.00	G-01-41-770-202 CLEAN COMMUNITIES -REC'D 2021	Budget	Aprv	77	1
			<u>450.00</u>					
	10/12/21	LEWIS400 LEWIS, AMY		% WESTFIELD REGIONAL HEALTH DE				
21001003	10/05/21	1 FOLDIN TABLE FOR FISHAWACK	84.76	G-01-41-703-201 MUNICIPAL ALLIANCE STATE SHARE	Budget	Aprv	92	1
			21.20	G-01-41-703-301 MUNICIPAL ALLIANCE LOCAL MATCH	Budget			2
			<u>105.96</u>					
	10/12/21	LIBRA400 LIBRARY OF THE CHATHAMS		214 MAIN STREET				
21000956	09/30/21	1 OCTOBER APPROPRIATION 2021	79,757.67	1-01-29-390-201 LIBRARY	Budget	Aprv	29	1
			<u>79,757.67</u>					
	10/12/21	LOUGH500 LOUGHLIN LAW FIRM		1838 EAST 2ND ST				
21001018	10/06/21	1 BALANCE DUE ON INVOICE #9-02	165.00	1-01-21-180-224 LEGAL	Budget	Aprv	107	1
21001018	10/06/21	2 Copying Expenses	4.50	1-01-21-180-224 LEGAL	Budget	Aprv	108	1

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			169.50					
21000462	10/12/21 05/20/21	MADIS350 MADISON BOROUGH 1 % OF SEATS FOR SDL 2021	12,500.00	HARTLEY DODGE MEMORIAL 1-01-20-130-213 COMPUTER NETWORK MAINT.	Budget	Aprv	4	1
			12,500.00					
21000957	10/12/21 09/30/21	MADIS600 MADISON CHATHAM JOINT MEETING 1 OCTOBER APPROPRIATION 2021	51,087.33	% JENNIFER MANAK 1-01-31-455-251 MADISON-CHATHAM JOINT MEETING	Budget	Aprv	30	1
			51,087.33					
21000991	10/12/21 10/05/21	MCMAN605 MCMANUS JOHN 1 FISHAWACK MSUSI - ROSEWOOD	625.00	6 FAIRVIEW AVE T-17-56-000-221 FISHAWACK CELEBRATION	Budget	Aprv	75	1
			625.00					
21000958	10/12/21 09/30/21	MELGA500 MELGAR CLEANING SERVICE 2 TRAIN STATOIN CLEANING/FARMERS	663.00	2601 SUN VALLEY WAY 1-01-30-430-200 FARMER'S MARKET OE	Budget	Aprv	31	1
BDG22311	05/25/21	10 CLEANING SERVICE 2021	2,200.00	1-01-26-310-240 FACILITY REPAIRS & MAINTANCE	Budget	Aprv	138	1
			2,863.00					
BDG22314	10/12/21 09/29/21	MIRAC500 MIRACLE CHEMICAL CO 47 15% SODIUM HYPOCHLORITE GALLON	201.60	1151 B HIGHWAY # 33 1-05-55-502-324 FACILITY REPAIRS & MAINT.	Budget	Aprv	139	1
			201.60					
BDG22315	10/12/21 05/25/21	MORRI350 MORRIS COUNTY MUA 10 SEPT 2021 CURBSIDE RECYCLING	12,168.85	214A CENTER GROVE RD 1-07-55-502-232 CURBSIDE RECYCLING	Budget	Aprv	140	1
			12,168.85					
21000983	10/12/21 10/05/21	NEWJE400 NEW JERSEY DOOR WORKS INC 1 SECTIONAL DOOR DPW	429.65	689 RANSEY AVE C-04-55-920-802 BUILDING IMPROVEMENTS	Budget	Aprv	64	1
21001011	10/05/21	1 DOOR #12	2,250.00	W-06-55-919-005 WATER PLANT - GARAGE DOORS	Budget	Aprv	100	1
			2,679.65					
21001022	10/12/21 10/07/21	NEWJE500 NEW JERSEY FIRE EQUIPMENT CO 1 Oil Filler Cap	20.84	119-131 ROUTE 22 EAST 1-01-25-265-213 EQUIPMENT REPAIRS & MAINTENANC	Budget	Aprv	111	1
21001022	10/07/21	2 Labor	75.00	1-01-25-265-213 EQUIPMENT REPAIRS & MAINTENANC	Budget	Aprv	112	1
			95.84					
21000949	10/12/21 10/07/21	NJSLE500 NJ S LEAGUE OF MUNICIPALITIES 1 LEAGUE CONFERENCE ZONING OFF.	60.00	222 WEST STATE ST 1-01-20-100-203 CONFERENCES, DUES & TRAINING	Budget	Aprv	23	1
			60.00					

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	10/12/21	OPTIM500 OPTIMUM		P O BOX 70340				
BDG22319	05/27/21	28 SEPTEMBER-OCTOBE OPTIMUM 2021	77.67	1-01-25-265-215	Budget	Aprv	141	1
				CABLE				
BDG22319	05/27/21	29 SEPTEMBER-OCTOBE OPTIMUM 2021	121.33	1-01-25-240-246	Budget	Aprv	142	1
				TECHNOLOGY				
			<u>199.00</u>					
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	10/12/21	PARKE500 PARKER PUBLICATIONS INC		RECORDER PUBLISHING CO				
21001017	10/06/21	6 SEPT 2,2021 LEGAL ADS	123.95	1-01-21-185-247	Budget	Aprv	105	1
				ADVERTISING				
21001017	10/06/21	7 Police Dept. Advertisement	317.68	1-01-25-240-201	Budget	Aprv	106	1
				POLICE MISCELLANEOUS				
			<u>441.63</u>					
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	10/12/21	PARTY500 ABC PARTY RENTAL CENTER		21 COMMERCE ST				
21001005	10/05/21	1 FISHAWACK FESTIVAL	4,105.26	T-17-56-000-221	Budget	Aprv	96	1
				FISHAWACK CELEBRATION				
			<u>4,105.26</u>					
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	10/12/21	PETER605 PETER TOLIAS		1157 TICE PLACE				
21000992	10/05/21	1 FISHAWACK MUSIC - SAVE MARY	400.00	T-17-56-000-221	Budget	Aprv	76	1
				FISHAWACK CELEBRATION				
			<u>400.00</u>					
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	10/12/21	PHOEN500 PHOENIX ADVISORS LLC		ATTN: DAVID THOMPSON				
21000916	09/23/21	1 DISCLOSURE AGENT FOR 2020	586.67	1-01-20-130-223	Budget	Aprv	11	1
				PROFESSIONAL SERVICES				
			663.33	0-01-20-130-223	Budget			2
				PROFESSIONAL SERVICES				
			<u>1,250.00</u>					
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	10/12/21	PLOSI500 PLOSLIA COHEN LLC		CHESTER WOODS COMPLEX				
21001002	10/05/21	1 LEGAL SERVICES SEPTEMBER 2021	7,307.50	1-01-20-155-201	Budget	Aprv	91	1
				LEGAL - MISCELLANEOUS				
			<u>7,307.50</u>					
<hr/>								
	10/12/21	POLIC500 POLICE & FIREMEN'S RETIREMENT		STATE OF NEW JERSEY				
21000962	10/01/21	1 APRIL 2020 LATE TRANSMITTAL	64.14	1-01-36-472-000	Budget	Aprv	33	1
				SOCIAL SECURITY TAXES				
			<u>64.14</u>					
<hr/>								
	10/12/21	PRIME500 PRIMEPOINT LLC		2 SPRINGSIDE RD				
BDG22324	08/26/21	9 AUGUST PARYOLL SERVICE 2021	841.00	1-01-20-130-201	Budget	Aprv	143	1
				PAYROLL EXPENSE				
			<u>841.00</u>					
<hr/>								
	10/12/21	PUBLI600 PUBLIC SERVICE ELECTRIC & GAS		P O BOX 14444				
BDG22325	06/01/21	16 AUG-SEPT PSEG BILL	451.37	1-01-31-446-200	Budget	Aprv	144	1
				NATURAL GAS				
BDG22325	06/01/21	17 AUG-SEPT PSEG BILL	30.24	1-05-55-502-308	Budget	Aprv	145	1
				FUEL - NATURAL GAS				

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
			481.61					
21000970	10/05/21	10/12/21 RENNA005 RENNA MEDIA LLC PUBLICITY - FISHAWACK	2,660.00	202 WALNUT AVE T-17-56-000-221 FISHAWACK CELEBRATION	Budget	Aprv	42	1
			2,660.00					
21000968	10/04/21	10/12/21 RESER500 RESERVE ACCOUNT (postage) 1 SEPTEMBER POSTAGE 2021	409.50	% THE PITNEY BOWES BANK INC 1-01-20-100-206 POSTAGE	Budget	Aprv	36	1
21000968	10/04/21	2 SEPTEMBER POSTAGE 2021	3.04	T-20-56-501-010 ANIMAL CONTROL EXPENSES/PAYROLL	Budget	Aprv	37	1
21000968	10/04/21	3 SEPTEMBER POSTAGE 2021	10.00	1-05-55-502-206 POSTAGE	Budget	Aprv	38	1
			422.54					
21000832	08/19/21	10/12/21 RF051 FOLEY RENTALS INC 2 FOOTBALL LIGTHING 2021	4,111.00	978 RT 33 EAST R-15-56-852-501 JOINT FACILITIES' MAINT. & SUPPLIES	Budget	Aprv	9	1
			4,111.00					
BDG00024	01/21/21	10/12/21 RICOH700 RICOH USA INC 51 COPIERS	447.70	P O BOX 41564 1-01-26-290-213 EQUIPMENT REPAIRS & MAINTENANCE	Budget	Aprv	113	1
BDG00024	01/21/21	52 COPIERS	74.48	1-01-25-265-201 Fire Misc.	Budget	Aprv	114	1
BDG00024	01/21/21	53 COPIERS	279.72	1-01-25-240-215 EQUIPMENT LEASE	Budget	Aprv	115	1
BDG00024	01/21/21	54 COPIERS	32.14	1-05-55-502-201 ADM. MISCELLANEOUS	Budget	Aprv	116	1
BDG00024	01/21/21	55 COPIERS	196.97	1-01-20-100-212 EQUIPMENT PURCHASE	Budget	Aprv	117	1
BDG00024	01/21/21	56 COPIERS	42.84	1-01-21-180-213 EQUIPMENT REPAIRS & MAINT.	Budget	Aprv	118	1
BDG00024	01/21/21	57 COPIERS	42.84	1-01-21-185-213 EQUIPMENT REPAIRS & MAINTENANC	Budget	Aprv	119	1
BDG00024	01/21/21	58 COPIES	673.43	1-01-20-100-212 EQUIPMENT PURCHASE	Budget	Aprv	120	1
			1,790.12					
21000989	10/05/21	10/12/21 RM007 MCDERMOTT JOHN 1 FISHAWACK MUSIC	600.00	36 JACKSON AVE. T-17-56-000-221 FISHAWACK CELEBRATION	Budget	Aprv	72	1
			600.00					
21000987	10/05/21	10/12/21 SALER500 SALERNO DUANE INC 1 PE#2-CABLE: IGNITION	81.00	267 BROAD ST 1-01-26-315-201 VEHICLE MAINTENANCE Public Works	Budget	Aprv	67	1
21000987	10/05/21	2 PE#2-SPARKPLUGS	196.00	1-01-26-315-201 VEHICLE MAINTENANCE Public Works	Budget	Aprv	68	1
21000987	10/05/21	3 CREDIT ENGINE 7-7	80.00	1-01-26-315-201 VEHICLE MAINTENANCE Public Works	Budget	Aprv	69	1

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
21000987	10/05/21	4 HOSE FLOW VALVE	14.78	1-01-26-315-201	Budget	Aprv	70	1
			211.78	VEHICLE MAINTENANCE Public Works				
10/12/21	10/12/21	SALER600 SALERNO DUANE FORD LLC		267 BROAD ST				
21000197	08/06/21	26 PD#4404-WINDOW SWITCH	81.60	1-01-26-315-201	Budget	Aprv	2	1
			81.60	VEHICLE MAINTENANCE Public Works				
10/12/21	10/12/21	SENI0600 SENIOR SRVCS.CENTER OF CHATHAM		58 MEYERSVILLE RD				
21001015	10/06/21	1 Fishawack Donation	1,000.00	T-17-56-000-221	Budget	Aprv	104	1
			1,000.00	FISHAWACK CELEBRATION				
10/12/21	10/12/21	SHERW500 SHERWIN WILLIAMS - CHATHAM		246 MAIN ST				
21000319	09/29/21	15 2021 PAINT SUPPLIES	1,153.62	1-01-26-290-214	Budget	Aprv	3	1
			1,153.62	TRAFFIC STRIPPING				
10/12/21	10/12/21	SODAN500 SODANO, MIKE		6 WEST VALLEY BROOK RD				
21000942	09/23/21	1 FISHAWACK ENTERTAINMENT	100.00	1-01-20-115-208	Budget	Aprv	18	1
			100.00	SPECIAL PROJECTS				
10/12/21	10/12/21	STATE500 STATE OF NEW JERSEY - PENSIONS		DIVISION OF PENSIONS & BENEFIT				
21000969	10/05/21	1 Health Ins Premiums - October	48,750.00	1-05-55-502-205	Budget	Aprv	39	1
				GROUP INSURANCE - WATER				
21000969	10/05/21	2 Health Ins Premiums - October	3,000.00	1-07-55-502-204	Budget	Aprv	40	1
				INSURANCE-GROUP				
21000969	10/05/21	3 Health Ins Premiums - October	25,899.00	1-01-23-220-000	Budget	Aprv	41	1
			77,649.00	GROUP INSURANCE				
10/12/21	10/12/21	STATE550 STATE OF NEW JERSEY - PWT		DIVISION OF TAXATION				
21000952	09/30/21	1 3RD QTR WATER TAX 2021	762.48	1-05-55-502-295	Budget	Aprv	25	1
			762.48	FEES AND PERMITS				
10/12/21	10/12/21	STICK605 STICKEL, KOEINIG, SULLIVAN &		DRILL LLC				
21001001	10/05/21	1 LEGAL SERVICE JUNE 2021	4,947.28	T-22-56-501-010	Budget	Aprv	90	1
			4,947.28	COAH PAYROLL EXPENITURES				
10/12/21	10/12/21	SUBUR500 SUBURBAN DISPOSAL INC		54 MONTESNO RD				
21000068	01/29/21	10 SEPTEMBER 2021 GARBAGE PICKUP	26,166.66	1-07-55-502-233	Budget	Aprv	1	1
			26,166.66	GARBAGE REMOVAL				
10/12/21	10/12/21	SUMMI400 SUMMIT ELECTRICAL SUPPLY		25 CHATHAM ROAD				
BDG22333	09/28/21	25 250w METAL HALIDE LAMP	25.00	C-04-55-921-303	Budget	Aprv	146	1
				LIGHTS/ELECTRICAL UPGRADES				
BDG22333	09/28/21	26 TOPAZ FB032/841/U6	59.10	C-04-55-921-303	Budget	Aprv	147	1

Check No.	Check Date	Vendor # Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description		Description					
			84.10	LIGHTS/ELECTRICAL UPGRADES					
10/12/21	THEH0005	THE HOSE SHOP		100 NEW ENGLAND AVE					
21000974	10/05/21	1 OIL TANK	127.26	1-05-55-502-202	Budget	Aprv	48	1	
			127.26	SUPPLIES AND TOOLS					
10/12/21	TKEEL500	TKE ELEVATOR CORPORATION		P O BOX3796					
21000688	07/22/21	3 4TH QTR ELEVATOR MAINTENANCE	1,389.75	1-01-26-310-240	Budget	Aprv	6	1	
			1,389.75	FACILITY REPAIRS & MAINTANCE					
10/12/21	TORRI500	TORRI VAN WIE		36 ELMWOOD AVENUE					
21001021	10/07/21	1 FISHAWACK POSTER REIMBURSEMENT	76.72	1-01-27-335-201	Budget	Aprv	110	1	
			76.72	MISCELLANEOUS					
10/12/21	TOWNS500	TOWNSHIP OF CHATHAM		58 MEYERSVILLE RD.					
21000903	09/20/21	1 JOINT LIGHT EXPENSES	4,928.75	R-15-56-852-501	Budget	Aprv	10	1	
			4,928.75	JOINT FACILITIES' MAINT. & SUPPLIES					
10/12/21	TREAD500	TREADSTONE RISK MANAGEMENT LLC		50 CHESTNUT STREET UNITE 2					
21001013	10/05/21	1 2021 3RD QT. CONSULTING FEE	3,250.00	1-01-23-215-000	Budget	Aprv	103	1	
			3,250.00	WORKERS COMP. INSURANCE					
10/12/21	TREAS200	TREASURER, STATE OF NEW JERSEY		DIVISION OF FAMILY & COMMUNITY					
21000951	09/30/21	1 MARRIGE LICENSE 3rd QTR 2021	200.00	1-01-55-950-015	Budget	Aprv	24	1	
			200.00	HEALTH - MARRIAGE/PARTNER FEES DUE STATE					
10/12/21	USABL500	USA BLUE BOOK		ACCOUNTS RECEIVABLE DEPARTMENT					
21001010	10/05/21	1 CI REDUCING FLANGE	220.19	W-06-55-921-004	Budget	Aprv	98	1	
21001010	10/05/21	2 FRIEGHT	58.37	W-06-55-921-004	Budget	Aprv	99	1	
			278.56	WATER DISTRIBUTION SYSTEM REPAIR					
10/12/21	VERAL005	V.E. RALPH		P O BOX633					
21000814	08/19/21	1 Tourniquets	479.80	1-01-25-240-202	Budget	Aprv	8	1	
			479.80	SUPPLIES AND TOOLS					
10/12/21	VERIZ500	VERIZON		P O BOX 16801					
BDG22339	09/07/21	20 SEPT-OCT 2021 VERIZON PHONE	3,546.76	1-01-31-440-200	Budget	Aprv	148	1	
BDG22339	09/07/21	21 SEPT- OCT 2021 VERIZON PHONE	113.27	1-05-55-502-204	Budget	Aprv	149	1	
			3,660.03	TELEPHONE					

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
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	10/12/21	WITME500 WITMER PUBLIC SAFETY GROUP		104 INDEPENDENCE WAY				
21000979	10/05/21	1 Leather Front - CU	40.00	1-01-25-265-201 Fire Misc.	Budget	Aprv	50	1
21000979	10/05/21	2 Frieght	7.00	1-01-25-265-201 Fire Misc.	Budget	Aprv	51	1
			<hr/> 47.00					
<hr/>								
	10/12/21	YMCA0500 YMCA (MADISON AREA)		111 KINGS RD				
21000961	10/01/21	1 4TH QTR 2021 PEOJECT PRIDE	7,650.00	1-01-25-240-298 PROJECT PRIDE	Budget	Aprv	32	1
			<hr/> 7,650.00					
<hr/>								
	10/12/21	Z25885 STAPLES BUSINESS ADVANTAGE		DEPT NY				
21000963	10/01/21	1 OFFICE SUPPLIES	44.40	1-01-20-100-202 SUPPLIES AND TOOLS	Budget	Aprv	34	1
			<hr/> 44.40					
<hr/>								
	10/12/21	Z26700 SUNNYWOODS FLORIST		251 MAIN STREET				
21000691	07/22/21	1 MEMORIAL WREATH	200.00	1-01-20-115-208 SPECIAL PROJECTS	Budget	Aprv	7	1
			<hr/> 200.00					

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
checks:	79	149	405,372.43

There are NO errors or warnings in this listing.

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
GENERAL CURRENT FUND	0-01	663.33	0.00	0.00	663.33
GENERAL CURRENT FUND	1-01	240,397.96	0.00	0.00	240,397.96
WATER OPERATING FUND	1-05	51,394.57	0.00	0.00	51,394.57
SOLID WASTE OPERATING FUND	1-07	41,335.51	0.00	0.00	41,335.51
Year Total:		333,128.04	0.00	0.00	333,128.04
GENERAL CAPITAL FUND	C-04	31,734.70	0.00	0.00	31,734.70
GENERAL CURRENT FUND	G-01	7,633.96	0.00	0.00	7,633.96
	G-03	320.55	0.00	0.00	320.55
Year Total:		7,954.51	0.00	0.00	7,954.51
RECREATION TRUST FUND	R-15	9,039.75	0.00	0.00	9,039.75
GENERAL TRUST FUNDS	T-17	9,740.26	0.00	0.00	9,740.26
ANIMAL (DOG/CAT) TRUST FUND	T-20	1,414.44	0.00	0.00	1,414.44
COAH TRUST FUND	T-22	4,947.28	0.00	0.00	4,947.28
Year Total:		16,101.98	0.00	0.00	16,101.98
WATER CAPITAL FUND	W-06	6,750.12	0.00	0.00	6,750.12
Total of All Funds:		405,372.43	0.00	0.00	405,372.43

G/L Posting Summary

Account	Description	Debits	Credits
1-01-101-01-000-002	CASH - INVESTORS SAVINGS BANK CHECKING	189.38	248,884.63
1-01-192-08-000-000	ANTICIPATED REVENUES	150.00	0.00
1-01-201-20-000-100	APPROPRIATIONS - CURRENT	240,237.34	189.38
1-01-202-55-000-002	RESERVE HEALTH-MARRIAGE/PARTNER FEES	200.00	0.00
1-01-203-20-000-000	APPROPRIATION RESERVES	663.33	0.00
1-01-213-40-000-000	RESERVES FOR GRANT EXPENDITURE	7,633.96	0.00
	Totals for Fund 1-01 :	249,074.01	249,074.01
1-03-101-01-000-000	CASH - INVESTORS	0.00	320.55
1-03-213-40-000-100	APPROPRIATED RESERVE - ARP FUNDS	320.55	0.00
	Totals for Fund 1-03 :	320.55	320.55
1-04-101-01-000-002	CASH - INVESTORS BANK CHECKING	0.00	31,734.70
1-04-215-55-000-002	IMPROV.AUTHORIZATION-UNFUNDED	31,734.70	0.00
	Totals for Fund 1-04 :	31,734.70	31,734.70
1-05-160-05-000-001	INTERFUND PAYROLL/BILLS LIST	0.00	51,394.57
1-05-201-55-000-201	CURRENT BUDGET - APPROPRIATIONS	51,394.57	0.00
	Totals for Fund 1-05 :	51,394.57	51,394.57



Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
1-06-102-02-000-004	WATER CAPITAL CASH -INVESTORS BANK		0.00	6,750.12	
1-06-216-55-000-001	IMPROVE.AUTHORIZATIONS-FUNDED		4,500.12	0.00	
1-06-216-55-000-002	IMPROVE.AUTHORIZ.UNFUNDED		2,250.00	0.00	
	Totals for Fund 1-06 :		6,750.12	6,750.12	
1-07-160-05-000-101	INTERFUND EXPEND PAYROLL/BILLS		0.00	41,335.51	
1-07-201-55-000-201	O.E. APPROPRIATION PAYABLE		41,335.51	0.00	
	Totals for Fund 1-07 :		41,335.51	41,335.51	
1-15-101-01-000-002	CASH - INVESTORS BANK CHECKING		0.00	9,039.75	
1-15-291-56-000-000	JOINT/EXPENDITURE MAINT. & SUPPLIES		9,039.75	0.00	
	Totals for Fund 1-15 :		9,039.75	9,039.75	
1-17-101-01-000-001	CASH GENERAL TRUST-INVESTORS BANK		0.00	9,740.26	
1-17-290-56-000-221	FISHAWACK CELEBRATION		9,390.26	0.00	
1-17-290-56-000-224	SHADE TREE COMMISSION TRUST ACCOUNT		350.00	0.00	
	Totals for Fund 1-17 :		9,740.26	9,740.26	
1-20-101-01-000-001	CASH ANIMAL CONTROL - INVESTORS		0.00	1,414.44	
1-20-286-56-000-000	DOG RESERVE FOR EXPENDITURES		1,414.44	0.00	
	Totals for Fund 1-20 :		1,414.44	1,414.44	
1-22-102-02-000-004	COAH-TRUST CASH-INVESTORS BANK		0.00	4,947.28	
1-22-286-56-000-010	COAH PAYROLL EXPENDITURES		4,947.28	0.00	
	Totals for Fund 1-22 :		4,947.28	4,947.28	
	Grand Total:		405,751.19	405,751.19	



# Borough of Chatham

BOROUGH HALL

54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

## RESOLUTION # 21-341

### RESOLUTION AUTHORIZING THE REFUND OF MEMBERSHIP FEE FOR THE CHATHAM MEMORIAL POOL

**WHEREAS**, the Borough's Recreation Coordinator for the Chatham Borough Recreation Program has advised via written request seeking a refund for a Chatham Memorial Pool Membership; and

**WHEREAS**, the Recreation Coordinator recommends that a refund is due as follows:

Membership Type:	Name:	Refund Amount:	Method of Refund:
Senior Membership	G. Cummins	\$75.00	Check

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Chatham that the refund request for the Chatham Borough pool membership as referenced above is hereby granted; and

**BE IT FURTHER RESOLVED**, the Recreation Coordinator and all other Borough employees and officials are hereby authorized to process a refund and directed to take all action necessary and appropriate to effectuate the terms of this Resolution.

Adopted: October 12, 2021

Attest:

BOROUGH OF CHATHAM

\_\_\_\_\_  
Tamar Lawful  
Borough Clerk

\_\_\_\_\_  
Thaddeus J. Kobylarz  
Mayor

#### CERTIFICATION

I, Tamar Lawful, Borough Clerk for the Borough of Chatham, County of Morris, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Borough Council at its Regular Meeting held on October 12, 2021.

\_\_\_\_\_  
Tamar Lawful, Borough Clerk



# Borough of Chatham

BOROUGH HALL

54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

## RESOLUTION #21-342

### RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF CHATHAM AWARDING A CONTRACT TO PACKETALK THROUGH THE BERGEN COUNTY CO-OP CONTRACT# 19-32 FOR LICENSE PLATE READERS

**WHEREAS**, the Borough of Chatham, pursuant to N.J.S.A. 40A:11-11(5), may, by resolution and without advertising for bids, award contracts for the purchase of any goods or services and that were procured through cooperative purchasing agreements; and

**WHEREAS**, the Borough of Chatham's Police Department desires to purchase stationary license plate readers through Bergen County Cooperative Bid Contract #19-32, which exceeds the prevailing bid threshold:

<b>VENDOR:</b>	Packetalk
<b>COST:</b>	Not to exceed \$60,800.00

And,

**WHEREAS**, the Chief Financial Officer has certified the availability of funds pursuant to N.J.A.C. 5:30-5.4, said funds to be encumbered from capital account C-04-55-921-204.

**NOW, THEREFORE, BE IT RESOLVED**, that the Borough Council of the Borough of Chatham, County of Morris, State of New Jersey authorizes the Mayor and the Borough Clerk to enter into a contract with Packetalk., not to exceed \$60,800.00 to purchase stationary license plate readers.

Adopted: October 12, 2021

Attest:

BOROUGH OF CHATHAM

\_\_\_\_\_  
Tamar Lawful  
Borough Clerk

\_\_\_\_\_  
Thaddeus J. Kobylarz  
Mayor

#### CERTIFICATION

I, Tamar Lawful, Borough Clerk for the Borough of Chatham, County of Morris, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Borough Council at its Regular Meeting held on October 12, 2021.

\_\_\_\_\_  
Tamar Lawful, Borough Clerk



Incorporated 1897

# Borough of Chatham

BOROUGH HALL

54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

## RESOLUTION #21-343

**RESOLUTION AUTHORIZING THE MAYOR AND BOROUGH CLERK TO EXECUTE AN AGREEMENT FOR PARTICIPATION IN THE JOINT MUNICIPAL COURT OF MADISON BOROUGH, CHATHAM BOROUGH, CHATHAM TOWNSHIP, AND MORRIS TOWNSHIP, PURSUANT TO THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT FOR A FOUR (4) YEAR PERIOD BEGINNING JANUARY 1, 2022 AND EXPIRING DECEMBER 31, 2025**

**WHEREAS**, the Borough of Madison, the Borough of Chatham, the Township of Chatham, and the Township of Morris operate a Joint Municipal Court utilizing the court facilities at the Hartley Dodge Memorial Building at Kings Road in Madison; and

**WHEREAS**, the Borough of Chatham has been a member of the Joint Municipal Court since January 1, 2014, with the current agreement expiring December 31, 2021; and

**WHEREAS**, the Borough Council of the Borough of Chatham believes that a Joint Municipal Court will result in fiscal savings to its members and further provides for efficient administration of justice; and

**WHEREAS**, the participation of the Borough of Chatham in the Joint Municipal Court and the Joint Municipal Court Agreement is subject to concurrence by Honorable Stuart A. Minkowitz, Assignment Judge of the Superior Court of New Jersey, Morris County; and

**WHEREAS**, the Chatham Borough Council deems it appropriate to authorize entry into an agreement for a Joint Municipal Court with the Borough of Madison, the Township of Morris, and the Township of Chatham, for a four (4) year period beginning January 1, 2022 and expiring on December 31, 2025.

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Chatham, in the County of Morris, State of New Jersey, that the Mayor and Borough Clerk are authorized and directed to execute and deliver the “Agreement” for the operation of a Joint Municipal Court pursuant to the “Uniform Shared Services and Consolidation Act” to the Borough of Madison with copies provided to the Township of Morris, and the Township of Chatham.

Adopted: October 12, 2021

Attest:

BOROUGH OF CHATHAM

\_\_\_\_\_  
Tamar Lawful  
Borough Clerk

\_\_\_\_\_  
Thaddeus J. Kobylarz  
Mayor

### CERTIFICATION

I, Tamar Lawful, Borough Clerk for the Borough of Chatham, County of Morris, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Borough Council at its Regular Meeting held on October 12, 2021.

\_\_\_\_\_  
Tamar Lawful, Borough Clerk



Incorporated 1897

# Borough of Chatham

BOROUGH HALL

54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

## RESOLUTION # 21-344

### RESOLUTION AMENDING THE SALARY OF ERMINIO TORELLO, DIRECTOR FOR THE DEPARTMENT OF PUBLIC WORKS FOR THE BOROUGH OF CHATHAM

**WHEREAS**, Ordinance #21-18, adopted by the Mayor and Council of the Borough of Chatham on October 12, 2021, established the minimum and maximum salaries, as well as wages, for municipal positions in the Borough of Chatham; and

**WHEREAS**, Erminio Torello has assumed additional responsibilities in addition to his role as Director of the Department of Public Works (DPW); and

**WHEREAS**, the Mayor and Council wish to raise the annual salary of Erminio Torello to \$140,000.00, retroactive to July 1, 2021.

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Chatham that the salary of Erminio Torello shall be increased to \$140,000.00, retroactive to July 1, 2021, and pro-rated for the remainder of the 2021 calendar year; and

**BE IT FURTHER RESOLVED**, that all other Borough officials and employees are hereby authorized and directed to take all action necessary and appropriate to effectuate the terms of this Resolution.

Adopted: October 12, 2021

Attest:

BOROUGH OF CHATHAM

\_\_\_\_\_  
Tamar Lawful  
Borough Clerk

\_\_\_\_\_  
Thaddeus J. Kobylarz  
Mayor

## CERTIFICATION

I, Tamar Lawful, Borough Clerk for the Borough of Chatham, County of Morris, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Borough Council at its Regular Meeting held on October 12, 2021.

\_\_\_\_\_  
Tamar Lawful, Borough Clerk



# Borough of Chatham

BOROUGH HALL

54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

## RESOLUTION # 21-345

### RESOLUTION APPROVING THE LAFAYETTE MINI-MARATHON ON OCTOBER 25, 2021, AND AUTHORIZING STREET CLOSURES

**WHEREAS**, the Lafayette Avenue School will host a Lafayette Mini-Marathon on Monday, October 25, 2021, from 2:30 p.m. to 4:00 p.m.; and

**WHEREAS**, the course for the run will be an approximate 1.5-mile loop to include sections of Washington Avenue, Highland Avenue, Longwood Avenue, Dellwood Avenue, Fairview Avenue, and Greenwood Avenue; and

**WHEREAS**, the event will require the temporary road closure of certain portions of Washington Avenue, Highland Avenue, Longwood Avenue, Dellwood Avenue, Fairview Avenue, and Greenwood Avenue for the safety of the public; and

**WHEREAS**, the Mayor and Borough Council wish to authorize the road closure of certain portions of the above referenced streets for the safety and protection of the participants and those who are to use those roadways during the event.

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Chatham that approval is hereby granted for the Lafayette Mini-Marathon to be held on Monday, October 25, 2021 from 2:30 p.m. to 4:00 p.m. and the Chatham Borough Police Department is hereby authorized to close certain portions of Washington Avenue, Highland Avenue, Longwood Avenue, Dellwood Avenue, Fairview Avenue, and Greenwood Avenue during the event to ensure the safety of the public; and

**BE IT FURTHER RESOLVED**, that all Borough officials are hereby authorized and directed to take all action necessary and appropriate to effectuate the terms of this Resolution.

Adopted: October 12, 2021

Attest:

BOROUGH OF CHATHAM

\_\_\_\_\_  
Tamar Lawful  
Borough Clerk

\_\_\_\_\_  
Thaddeus J. Kobylarz  
Mayor

#### CERTIFICATION

I, Tamar Lawful, Borough Clerk for the Borough of Chatham, County of Morris, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Borough Council at its Regular Meeting held on October 12, 2021.

\_\_\_\_\_  
Tamar Lawful, Borough Clerk



# Borough of Chatham

BOROUGH HALL

54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

## RESOLUTION # 21-346

### RESOLUTION APPROVING THE HALLOWEEN COMMUNITY PARADE ON OCTOBER 29, 2021, AND AUTHORIZING STREET CLOSURES

**WHEREAS**, Washington Avenue School will host a Halloween Community Parade in the Borough of Chatham on Friday, October 29, 2021, from 9:00 a.m. to 11:00 a.m.; and

**WHEREAS**, the parade course will be held down Washington Avenue to Garden Terrace Nursing Home and back to Washington Avenue to the Washington Avenue School; and

**WHEREAS**, it is anticipated that the Chatham High School Marching Band will participate in the parade, and may potentially include students from the ECLC School and St. Patrick School; and

**WHEREAS**, the event will require the temporary closure of a portion of Washington Avenue and certain streets along Washington Avenue for the safety of the public; and

**WHEREAS**, the Mayor and Borough Council wish to authorize the road closure of the above referenced streets for the safety and protection of participants and those who are to use those roadways during the event.

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Chatham that approval is hereby granted for the Halloween Community Parade scheduled for Friday, October 29, 2021, from 9:00 a.m. to 11:00 a.m. and the Chatham Borough Police Department is hereby authorized to close a portion of Washington Avenue and certain streets along Washington Avenue during the event for the safety of the public; and

**BE IT FURTHER RESOLVED**, that all Borough officials are hereby authorized and directed to take all action necessary and appropriate to effectuate the terms of this Resolution.

Adopted: October 12, 2021

Attest:

BOROUGH OF CHATHAM

\_\_\_\_\_  
Tamar Lawful  
Borough Clerk

\_\_\_\_\_  
Thaddeus J. Kobylarz  
Mayor

#### CERTIFICATION

I, Tamar Lawful, Borough Clerk for the Borough of Chatham, County of Morris, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Borough Council at its Regular Meeting held on October 12, 2021.

\_\_\_\_\_  
Tamar Lawful, Borough Clerk



# Borough of Chatham

BOROUGH HALL

54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

## RESOLUTION # 21-347

### RESOLUTION APPROVING THE 11<sup>th</sup> ANNUAL THANKSGIVING “TROT THE MANOR TURKEY TROT” 1-MILE FUN RUN AND 5K RUN ON NOVEMBER 25, 2021

**WHEREAS**, David Heflin is seeking permission to hold their 11<sup>th</sup> Annual Thanksgiving “Trot the Manor Turkey Trot” 1-mile Fun Run and 5K Run on Thursday, November 25, 2021 from 8:00 a.m. to 11:00 a.m. and has filed a Facilities Use Permit Application with the Borough; and

**WHEREAS**, the course for the Fun Run will be a 1-mile loop to include Rowan Road, Kimball Street, Coleman Avenue, and Jackson Avenue; and

**WHEREAS**, the course for the 5K Run will include Rowan Road, Clark Street, Dunbar Street, Vincent Street, West Coleman Avenue, East Coleman Avenue, Coleman Avenue, Kimball Street and Jackson Avenue; and

**WHEREAS**, the event will not require the closure of any roads; and

**WHEREAS**, the Mayor and Borough Council wish to authorize this event for the benefit of our local First Responders and local charities.

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Chatham that permission is hereby granted to David Heflin to hold the 11th Annual Thanksgiving “Trot the Manor Turkey Trot” 1-mile Fun Run and 5K Run on Thursday, November 25, 2021, from 8:00 a.m. to 11:00 p.m. as herein referenced, contingent upon receipt of proof of insurance coverage as set forth in the Facilities Use Permit Application; and

**BE IT FURTHER RESOLVED**, that the Chatham Borough Police Department shall monitor certain portions of Rowan Road, Clark Street, Dunbar Street, Vincent Street, West Coleman Avenue, East Coleman Avenue, Coleman Avenue, Kimball Street and Jackson Avenue during the event to ensure the safety of the public; and

**BE IT FURTHER RESOLVED**, that all Borough officials are hereby authorized and directed to take all action necessary and appropriate to effectuate the terms of this Resolution.

Adopted: October 12, 2021

Attest:

BOROUGH OF CHATHAM

\_\_\_\_\_  
Tamar Lawful  
Borough Clerk

\_\_\_\_\_  
Thaddeus J. Kobylarz  
Mayor

#### CERTIFICATION

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\_\_\_\_\_  
Tamar Lawful, Borough Clerk





# Borough of Chatham

BOROUGH HALL

54 FAIRMOUNT AVENUE • CHATHAM • NEW JERSEY 07928

## RESOLUTION # 21-348

### RESOLUTION APPROVING THE SUNSHINE STRIDERS FUN RUN ON OCTOBER 23, 2021 AND AUTHORIZING STREET CLOSURES

**WHEREAS**, the Sunshine Striders will host a children's 1-mile Sunshine Striders Fun Run in the Borough of Chatham on Saturday, October 23, 2021 (with a rain date of October 24<sup>th</sup>) from 3:30 p.m. to 6:00 p.m.; and

**WHEREAS**, the course for the run will be a 1-mile loop to include Dellwood Avenue, Fairview Avenue, Washington Avenue and Longwood Avenue; and

**WHEREAS**, following the run, participants will enjoy other activities on a section of Dellwood Avenue; and

**WHEREAS**, proceeds of the event will be donated to Cycle for Survival, a 501c (3) charity that raises funds for rare cancer research at the Memorial Sloan Kettering Cancer Center; and

**WHEREAS**, the event will require the temporary closure of certain portions of Dellwood Avenue, Fairview Avenue, Washington Avenue and Longwood Avenue for public safety; and

**WHEREAS**, the Mayor and Borough Council wish to authorize the closure of certain portions of the above referenced streets for the safety and protection of participants and for those who are to use those roadways during the event.

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Chatham that approval is hereby granted for the Sunshine Striders Fun Run scheduled for Saturday, October 23, 2021 from 3:30 p.m. to 6:00 p.m.; and the Chatham Borough Police Department are hereby authorized to close certain portions of Dellwood Avenue, Fairview Avenue, Washington Avenue and Longwood Avenue during the event to ensure the safety of the public; and

**BE IT FURTHER RESOLVED**, that all Borough officials are hereby authorized and directed to take all action necessary and appropriate to effectuate the terms of this Resolution.

Adopted: October 12, 2021

Attest:

BOROUGH OF CHATHAM

\_\_\_\_\_  
Tamar Lawful  
Borough Clerk

\_\_\_\_\_  
Thaddeus J. Kobylarz  
Mayor

#### CERTIFICATION

I, Tamar Lawful, Borough Clerk for the Borough of Chatham, County of Morris, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Borough Council at its Regular Meeting held on October 12, 2021.

\_\_\_\_\_  
Tamar Lawful, Borough Clerk