



MEETING OF MAYOR AND COUNCIL
JUNE 21, 2023 – MINUTES
7:00PM

* MEETING CALLED TO ORDER - SALUTE TO THE FLAG - MOMENT OF SILENCE
Council President Karczewski called the meeting to order at 7:00pm. All in attendance stood and Pledged Allegiance to the Flag. A moment of silence was observed for the men and women in our military protecting our freedom.

* CALLING OF THE ROLL

Mayor Slavicek – absent as he was attending the Spotswood High School graduation

Councilman Karczewski

Councilwoman Bohinski

Councilman Duffy

Councilman Dzingleski – absent

Councilman Reid

Councilman Stasi – absent

Also in attendance was Business Administrator Salvatore Masucci, Borough Attorney Joseph Youssouf, Borough Engineer Kevin Meade, and Borough Auditor Gerard Stankiewicz.

* OPEN PUBLIC MEETINGS ACT STATEMENT

Adequate notice of this meeting has been provided as is required under Chapter 231 Public Law 1975 specifying the time, date, location and to the extent known the agenda by posting a copy on the bulletin board in the Municipal Building outside of the meeting room and providing a copy to the Home News Tribune and Sentinel newspapers and by filing a copy in the office of the Municipal Clerk in accordance with the certification which will be entered in the minutes of this meeting.

* PUBLIC PORTION

During the Public Portion of any Council Meeting members of the Public may only speak on topics of concern to the residents of the Borough. Everyone will be given five minutes to speak as per the Rules to Govern adopted January 4, 2023. During the Public Portion of any meeting, the members of the Public as well as the Governing Body shall be courteous and

respectful to one another. No comments and/or behavior that are considered disrespectful, ill-willed or with the intent to harass will be tolerated. If such behavior occurs, then that individual member of the Public will be asked to sit down and his or her turn to speak will be over, even if the five minutes is not.

MaryAnn Crilly, 4 Appleby Drive stated that the link for the budget on the website was not working. Business Administrator Masucci said he will look into it and email her a pdf version. She inquired about access for a library card to all the libraries in Middlesex County. Councilwoman Bohinski stated that as she told her last week at Borough Hall that Jamesburg Library which hosts our residents for free has apologized and is looking into the glitch. It is anticipated to be rectified soon. Ms. Crilly inquired about how much of our taxes go to the County and if we have a County Library. Borough Auditor Stankiewicz stated that we do not have a County Library and that we paid \$873,000 in taxes to the County last year.

* ACCEPTANCE OF MINUTES – May 17, 2023

MOTION – Councilman Reid
ROLL CALL: 4-0

SECONDED – Councilman Duffy

* PUBLIC HEARING ON INTRODUCED 2023 MUNICIPAL BUDGET

MOTION – Councilman Duffy
ROLL CALL: 4-0

SECONDED – Councilwoman Bohinski

Borough Auditor Stankiewicz stated that the budget is a combined effort of the Mayor, Business Administrator, Chief Financial Officer and the Finance Committee who have had several meetings since the beginning of the year. The Budget was introduced on May 17, 2023. It will not be reviewed by the state this year, it will be self-reviewed. The Borough maintains three separate operating functions: Revenues- Current Fund, Water Fund and Sewer Fund. There is no rate increase required to balance the 2023 budget. The amount of municipal tax that an average residential unit pay will be \$1,481.35 in 2023 compared to \$1,492.27 in 2022 which is a decrease of \$10.92 per year. Significant areas of increase are retiree health benefits, public safety, and utilities. The Business Administrator prepared the Budget with each line item and there are no new bodies in it. There are reasonable expenses for 2023.

No comments or questions from the public.

MOTION – Councilwoman Bohinski
ROLL CALL: 4-0

SECONDED – Councilman Karczewski

* CONSENT AGENDA

Report of Municipal Clerk and Tax Collector

RESOLUTIONS:

2023- 90: Resolution to Read Budget by Title Only

91: Resolution of Adopted Budget

- 92: Self-Examination of Budget Resolution
- 93: Correction to Minutes of May 18, 2022
- 94: Authorizing Reimbursement to the Lofts
- 95: Authorizing Participation in Low-Income Household Water Assistance Program
- 96: Hiring of Seasonal Public Works Employee
- 97: Amended Authorization to Sign Agreement with DISH Wireless LLC
- 98: Refund of Rental Fees
- 99: Bill List
- 100: Award Contractor for New Municipal Entrance Signs

MOTION – Councilman Karczewski
ROLL CALL: 4-0

SECONDED – Councilman Reid

*REPORTS of Mayor, Committees, Business Administrator, Borough Attorney, Borough Engineer

Councilman Reid had nothing to report.

Councilman Karczewski had his Public Safety meeting with the Jamesburg Police Department. There will be a meeting next week with all appropriate parties for final details of the Spark in the Park. He was given an overview of all the traffic stops over the last month. Center State Engineering will be working on a plan to propose for the line-of-sight issue on Maple Street. Engineer Meade will present it to Attorney Youssouf for review.

Councilman Duffy wanted to thank Gerry, Sal, and Finance Committee for all their hard work in passing the Budget.

Councilwoman Bohinski stated herself and Business Administrator Masucci attended the re-opening of the Jamesburg Library, and they are working on fixing the glitch with access to all Middlesex County libraries. She attended the Board of Education meeting and they are trying to pass a referendum in late September for turf fields, new HVAC system and a roof. The Superintendent gave a State of the Schools report and there are some areas the schools are doing very well in and others that need improvement. Coach Vizzi was just named Coach of the Year.

Borough Attorney Joseph Youssouf had nothing to report.

Business Administrator Salvatore Masucci had nothing to report.

Borough Engineer Kevin Meade gave an update on Locust Drive, the Borough Hall staircase, and Lake Avenue.

Borough Clerk Melissa Hallerman read a statement from Mayor Slavicek regarding an update on the pickle ball courts. He has inquired about quotes, and they are in the \$7,000.00 range.

*ORDINANCE 2023-02 (Second Reading)

Borough of Helmetta Capital Ordinance Amendment to 2023-02 General Capital Fund –

Improvements to Lake Avenue

MOTION – Councilman Duffy
ROLL CALL: 4-0

SECONDED – Councilman Karczewski

No comments or questions from the public.

MOTION – Councilman Duffy
ROLL CALL: 4-0

SECONDED – Councilman Reid

*RESOLUTIONS:

101: Bid Notice NJDOT Municipal Aid Lake Avenue Project

102: Authorizing Center State Engineering Professional Design and Inspection of NJDOT Municipal Aid Lake Avenue Project

MOTION – Councilwoman Bohinski
ROLL CALL: 4-0

SECONDED – Councilman Duffy

*ORDINANCE 2023-03 (First Reading)

Capital Ordinance providing for the replacement of Borough Limits Signs, and appropriating \$24,000 therefor, authorized in and by the Borough of Helmetta, in the County of Middlesex, New Jersey

MOTION – Councilwoman Bohinski
ROLL CALL: 4-0

SECONDED – Councilman Reid

* CLOSED SESSION A Resolution was passed pertaining to the Matters: Attorney/Client Privilege and Potential Litigation.

MOTION – Councilwoman Bohinski
ROLL CALL: 4-0

SECONDED – Councilman Duffy

*OPEN SESSION

MOTION – Councilman Karczewski
ROLL CALL: 4-0

SECONDED – Councilman Reid

* ADJOURNMENT

There being no further business, a MOTION to adjourn the meeting was made by Councilman Duffy and SECONDED by Councilman Karczewski at 7:50pm. All were in favor.

A handwritten signature in cursive script, appearing to read "M. Hall", written in black ink.

Melissa Hallerman
Acting Municipal Clerk

**Resolution
#2023 - 90**

RESOLUTION TO READ BUDGET BY TITLE ONLY

WHEREAS, NJSA 40A:4-8 provides that the budget be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body, providing that at least one week prior to the date of the hearing a complete copy of the approved budget as advertised has been posted in Borough Hall and copies have been made available by the Clerk to persons requiring them;

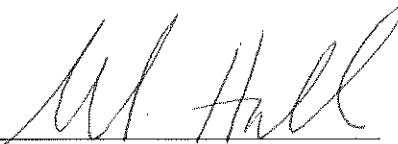
WHEREAS, these two conditions have been met;

NOW, THEREFORE, BE IT RESOLVED that the budget shall be read by title only.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski						✓
Reid		✓	✓			
Stasi						✓

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on June 21, 2023.



MELISSA HALLERMAN
Acting Municipal Clerk

SECTION 2 - UPON ADOPTION FOR YEAR 2023

Be it Resolved by the HELMETTA of the MIDDLESEX BOROUGH that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 1,341,944.05 (Item 2 below) for municipal purposes, and
- (b) \$ - (Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and, (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in
- (c) \$ - Type II School Districts only (N.J.S.A. 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations.
- (d) \$ - (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
- (e) \$ - (Sheet 44) Arts and Culture Trust Fund Levy
- (f) \$ - (Item 5 Below) Minimum Library Tax

RECORDED VOTE
(Insert last name)

Ayes	Nays	Abstained	Absent
Karczewski			
Bahinski			Dzingleski
Duffy			Stasi
Reid			

SUMMARY OF REVENUES		08-100	\$
1. General Revenues			448,850.00
Surplus Anticipated		13-099	\$ 611,554.27
Miscellaneous Revenues Anticipated		15-499	\$ 40,000.00
Receipts from Delinquent Taxes		07-190	\$ 1,341,944.05
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)			
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:			
Item 6, Sheet 42	07-195	\$	
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191	\$	
TOTAL AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY			\$ -
4. To Be Added TO THE CERTIFICATE FOR THE AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:			
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191	\$	
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY TAX			\$ -
Total Revenues		13-299	\$ 2,442,348.32

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:		XXXXXX	XXXXXXXXXXXXXXXXXX
<u>Within "CAPS"</u>		XXXXXX	XXXXXXXXXXXXXXXXXX
(a & b) Operations Including Contingent		34-201	\$ 1,099,960.00
(e) Deferred Charges and Statutory Expenditures - Municipal		34-209	\$ 49,150.00
(g) Cash Deficit		46-885	\$ -
<u>Excluded from "CAPS"</u>		XXXXXX	XXXXXXXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"		34-305	\$ 910,522.51
(c) Capital Improvements		44-999	\$ 85,000.00
(d) Municipal Debt Service		45-999	\$ 132,715.81
(e) Deferred Charges - Municipal		46-999	\$ -
(f) Judgments		37-480	\$ -
(n) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40:48-17.1 & 17.3)		29-405	\$ -
(g) Cash Deficit		46-885	\$ -
(k) For Local District School Purposes		29-410	\$ -
(m) Reserve for Uncollected Taxes		50-999	\$ 165,000.00
07-195		07-195	
<u>Total Appropriations</u>		34-499	\$ 2,442,348.32
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICT ONLY (N.J.S.A. 40A:4-13)			

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 21st day of June, 2023. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2023 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this 21st day of June, 2023, [Signature], Clerk

**BOROUGH OF HELMETTA
MIDDLESEX COUNTY, NEW JERSEY**

SELF-EXAMINATION OF BUDGET RESOLUTION

2023 MUNICIPAL BUDGET

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the Borough of Helmetta has been declared eligible to participate in the program by the Division of Local government Services, and the Chief Financial officer has determined that the local government meets the necessary conditions to participate in the program for the 2022 budget year.

NOW THEREFORE BE IT RESOLVED by the governing body of the Borough of Helmetta that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:

- a. Payment of interest and debt redemption charges
- b. Deferred charges and statutory expenditures
- c. Cash deficit of preceding year
- d. Reserve for uncollected taxes
- e. Other reserves and non-disbursement items
- f. Any inclusions of amounts required for school purposes.

2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).

3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.

Resolution #2023-92

4. That pursuant to the Local Budget Law:
- a. All estimates of revenue are reasonable, accurate and correctly stated,
 - b. Items of appropriation are properly set forth
 - c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.

5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.

6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

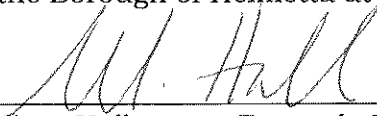
Approved:

Vote recorded as follows:

	Moved		RECORDED VOTE			
	1st	2nd	AYES	NAYS	ABSTAIN	ABSENT
Bohinski			✓			
Duffy			✓			
Dzingleski						✓
Karczewski	✓		✓			
Reid		✓	✓			
Stasi						✓

CERTIFICATION

I, Melissa Hallerman, Clerk of the Borough of Helmetta, Middlesex County, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 21st of June, 2023.



 Melissa Hallerman, Borough Clerk

**BOROUGH OF HELMETTA
MIDDLESEX COUNTY, NEW JERSEY**

CERTIFICATION OF APPROVED BUDGET - 2023

It is hereby certified that the Approved Budget complies with the requirements of law and approval is given pursuant to N.J.S.A. 40A:4-78(b) and N.J.A.C. 5:30-7.

It is further certified that the municipality has met the eligibility requirements of N.J.A.C. 5:30-7.4 and 7.5, and that I, as Chief Financial Officer, have completed the local examination in compliance with N.J.A.C. 5:30-7.6.

Dated: June 21, 2023

By: Denise Marabello
Denise Marabello
Chief Financial Officer
Borough of Helmetta

This certification form and resolution of the governing body executing such certification should be annexed to the adopted budget (N.J.A.C. 5:30-7.6(e))

**Resolution
#2023 - 93**


CORRECTION TO MINUTES OF MAY 18, 2022

BE IT RESOLVED, that the Governing Body does hereby authorize to offer a correction to the minutes of May 18, 2022 to clarify contract award to S Brothers, Inc., South River, NJ total amount was \$338,918.65.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski						✓
Reid		✓	✓			
Stasi						✓

CERTIFICATION

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MELISSA HALLERMAN
Acting Municipal Clerk

**RESOLUTION
2023-94**

**RESOLUTION AUTHORIZING REIMBURSEMENT TO LOFTS AT HELMETTA
PURSUANT TO N.J.S.A. 40:67-23.2 et seq., AS AMENDED, FOR THE YEAR 2022**

WHEREAS, Lofts at Helmetta (the “Lofts”) is a qualified private community pursuant to Chapter 299, Public Law 1989, as amended (the “Law”); and

WHEREAS, the Borough of Helmetta is required to reimburse the Lofts for certain municipal services pursuant to the Law; and

WHEREAS, if the Borough provides reimbursement to the Lofts for certain municipal services, the reimbursement shall not exceed the amount that the Borough would have expended to provide the equivalent services; and

WHEREAS, Kaplan Companies submitted bills from Central Jersey Waste for garbage and recycling services for the year 2022 in the amount of \$30,360.00 which represents garbage for recycling pickup at twice the frequency of the Borough pickup; and

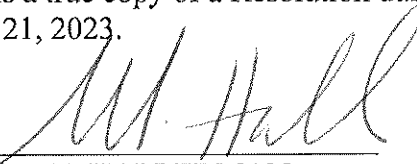
WHEREAS, the Borough agrees to the amount in the Solid Waste Collection Agreement in the amount of \$25,198.80.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Helmetta that the Chief Financial Officer be and is hereby authorized to issue a check in the amount of twenty-five thousand one hundred, ninety-eight and eighty cents to Lofts at Helmetta representing 2022 garbage reimbursement.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski						✓
Reid		✓	✓			
Stasi						✓

CERTIFICATION

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 MELISSA HALLERMAN
 Acting Municipal Clerk

RESOLUTION

2023-95

RESOLUTION AUTHORIZING PARTICIPATION IN LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) WITH THE NJ DEPARTMENT OF COMMUNITY AFFAIRS AND THE BOROUGH OF HELMETTA

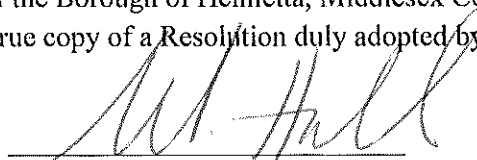
NOW, THEREFORE, BE IT RESOLVED, by the Governing body of the Borough of Helmetta, is hereby authorized participation in the LIHWAP program.

P.L. 2023, c. 33, signed into law by Governor Murphy on April 5, 2023, requires that all investor-owned utilities and all local units that directly bill residential ratepayers for water and/or sewer sign a vendor contract with DCA to participate in LIHWAP. Failure to execute the vendor contract and accept LIHWAP payments made on behalf of a qualified customer will result in the local unit being prohibited from shutting off the water of any residential customer or placing, selling, or enforcing a lien on real property for the unpaid balance of water or sewer charges of any residential customer, regardless of the residential customer's eligibility for LIHWAP. If a local unit fails to comply with the law: 1) any shutoffs conducted on residential customers must be reversed with service restored immediately, with the local unit subject to a penalty of \$500 for each calendar day that service is shut off, and 2) any lien for the unpaid balance of water or sewer charges that is placed, sold, or enforced on the real property of a residential customer shall be deemed null and void. The prohibition on lien enforcement shall not apply to any water or sewer liens sold to a third party before April 5, 2023, or to the payment of unpaid water or sewer charges by a third-party lienholder.

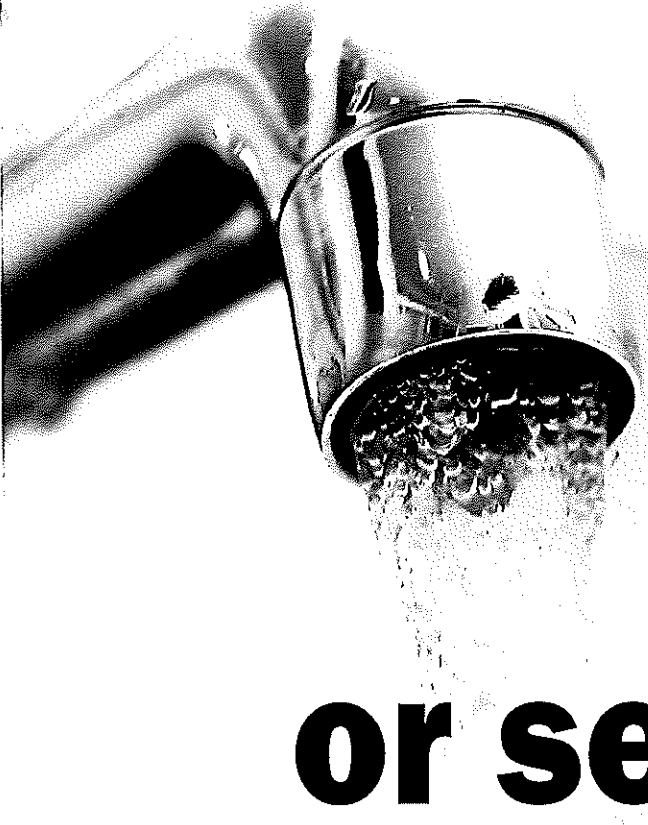
	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski						✓
Reid		✓	✓			
Stasi						✓

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MELISSA HALLERMAN
Acting Municipal Clerk



Struggling to pay your water or sewer bills?

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Provides financial assistance to low-income households to reduce balances on residential water and wastewater bills. Benefits are paid directly to water and wastewater companies, on behalf of residential customers.

Visit:

waterassistance.nj.gov

or call:

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New Jersey



RESOLUTION

2023-96

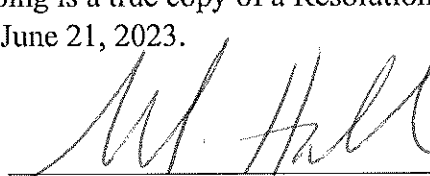
HIRING OF SEASONAL PUBLIC WORKS EMPLOYEE

BE IT RESOLVED, that Brandon R. Bandy be and is hereby appointed as a seasonal employee in the Public Works Department. His starting salary will be \$15.00 per hour, and he will work from July 3, 2023, to August 18, 2023.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski						✓
Reid		✓	✓			
Stasi						✓

CERTIFICATION

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MELISSA HALLERMAN
Acting Municipal Clerk

RESOLUTION

2023-97

AMENDED AUTHORIZATION TO SIGN AGREEMENT WITH DISH WIRELESS LLC

WHEREAS, this resolution supersedes resolution no. 2023-79 which was introduced at the April 2023 meeting and then the resolution was approved by the council and the mayor at the May 2023 meeting. The changes to the agreement were approved by the borough attorney.

WHEREAS by the Mayor and Council of the Borough of Helmetta authorize DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 for the installation of DISH network equipment at Club Drive, Helmetta NJ 08828 (water tower)

WHEREAS, by the Mayor and Council of the Borough of Helmetta authorize DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 for the installation of DISH network equipment at Club Drive, Helmetta NJ 08828 (water tower)

WHEREAS, Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the “**Initial Term**”) will commence on the first (1st) day of the month following the commencement of Tenant’s Installation (the “**Commencement Date**”) and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”). However, Tenant may, in Tenant’s sole and absolute discretion, elect not to renew the lease at the end of the then-current Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

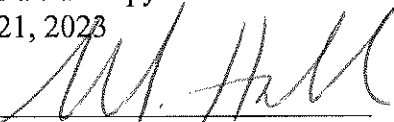
WHEREAS, Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises (“**Rent**”) in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) per month. The first Rent payment shall be made within twenty (20) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. On each anniversary of the Commencement Date, the Rent shall be automatically increased by Two percent (2 %) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force (“**Payment Terms**”). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

BE IT RESOLVED by the Borough Council of the Borough of Helmetta and the Mayor hereby authorized the execution of this agreement.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski						✓
Reid		✓	✓			
Stasi						✓

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on June 21, 2023



MELISSA HALLERMAN
Acting Municipal Clerk

SITE LEASE AGREEMENT

This Site Lease Agreement (the "Agreement") is made and effective as of the date the last Party executes this Agreement (the "Effective Date"), by and between Borough of Helmetta, a municipal corporation of the State of New Jersey, having a place of business at 51 Main Street, Helmetta, NJ 08828 ("Landlord"), and DISH Wireless L.L.C., a Colorado limited liability company, having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("Tenant," and together with Landlord, the "Parties," each a "Party").

WITNESSETH:

1. Definitions.

"Affiliate(s)" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

"Applicable Law" means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

"Governmental Authority" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

"Installation" means the installation of Tenant's Equipment at the Premises.

"Permitted Modifications" means adding, replacing, or modifying Tenant's Equipment within the Premises.

"Property" means that certain parcel of real property upon which the Structure is located.

"Structure" means that certain structure of which the Premises are a part.

2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord is the owner of the Property located at Club Drive, Helmetta NJ 08828 a/k/a Block 19, Lot 1.03, as more particularly described in Exhibit A. Landlord leases to Tenant approximately thirty-five (35) square feet of space together with additional space for antennas and cabling in connection with the use and operation of its facilities as such are initially described in Exhibit B, collectively referred to as the "Premises". Landlord also grants to Tenant: (a) the right to use any available electrical systems and/or fiber installed at the Property to support Tenant's Installation; and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility

or fiber provider the right, at Tenant's sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant's Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s).

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "Initial Term") will commence on the first (1st) day of the month following the commencement of Tenant's Installation (the "Commencement Date"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a "Renewal Term" and together with the Initial Term, the "Term"). However, Tenant may, in Tenant's sole and absolute discretion, elect not to renew the lease at the end of the then-current Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("Rent") in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) per month. The first Rent payment shall be made within twenty (20) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. On each anniversary of the Commencement Date, the Rent shall be automatically increased by two percent (2%) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("Payment Terms"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "Governmental Approvals"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "Contingencies"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "Tenant's

Equipment”), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant’s Equipment and the frequencies over which Tenant’s Equipment operates (“Tenant’s Permitted Use”). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to Tenant. Further, Landlord grants to Tenant the right of ingress and egress to the Structure and the Premises.

3.3 Modifications to Tenant’s Equipment. After Tenant’s initial installation, Tenant may make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify or add equipment within the Premises; in either case, without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement. For any modification or addition that is not a Permitted Modification, Tenant shall seek Landlord’s approval of Tenant’s installation plans and specifications prior to commencing any such addition or modification.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant shall secure a separate meter from the power company and shall be billed directly by the power company for the utilities for the facilities.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim.

4.3 Taxes. Landlord shall pay all taxes that accrue against the Structure during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant’s personal property or Tenant’s fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant’s expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant’s sole cost and expense upon written request of Tenant.

5. Interference and Relocation of Tenant’s Equipment.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant’s Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant’s Equipment (“Interference”). If Interference continues for a period more than forty-eight (48) hours following a Party’s receipt of notification thereof, Landlord shall cause any interfering party to cease operating,

and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "Temporary Location") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, provided that: (a) Landlord pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "Emergency"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that, as of the Effective Date, the Structure, the Structure's systems and all structural elements of the Structure are in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Structure and the Property (but not Tenant's Equipment located thereon) in good operating condition. Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of the Structure. Landlord agrees to safeguard Tenant's Equipment with the same standard of care it uses to protect its own property, but in no event less than reasonable care. In addition, Tenant may take all actions necessary, in Tenant's reasonable discretion, to secure and/or restrict access to Tenant's Equipment.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("Tenant Maintenance") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "Equipment Removal Period"), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions alteration and improvements to the Premises, in either case, normal wear and tear excepted. The Parties acknowledge and agree that Rent will not accrue during the Equipment Removal Period. However, if Tenant's Equipment is not removed during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant's Equipment is removed from the Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("Hold Over"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental

fee equal to the then current monthly Rent applicable at the expiration or termination of the Agreement, prorated for the number of days of such hold over.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("Landlord's Representatives") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "Claim") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("Tenant's Representatives"); or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 **Landlord's Indemnity.** Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 **Indemnification Procedure.** The Party seeking indemnification (the "Indemnified Party") shall promptly send Notice to the Party from whom indemnification is being sought (the "Indemnifying Party") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 **Landlord Obligations.** Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 **Tenant Obligations.** Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Landlord as additional insured.

10.3 **Insurance Requirements.** All policies required by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property and/or Structure are located, and (2) rated A- or better by Best's Key Rating Guide.

10.4 **Waiver of Subrogation.** To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Structure and the Premises are in good repair and suitable for Tenant's Permitted Use; (e) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("Hazardous Substance"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement. In addition to, and not in limitation of the preceding, in the event the Landlord sells or transfers either its rights in all or any portion of the Premises or Landlord's right to receive the Rent (and other payments) derived from the Premises under this Agreement, in either case separate from the underlying Structure and/or Property, to any third party who is not an Affiliate of Landlord, then prior to any such sale or transfer Landlord shall first provide Tenant with a right of first refusal ("ROFR") to acquire such right(s). In order to evaluate the terms and conditions offered to Landlord by such third party Landlord shall provide Tenant with a full, complete and unredacted copy thereof and Tenant shall have thirty (30) days from receipt thereof to elect to exercise its ROFR; provided that Tenant's exercise of the ROFR shall be on the same terms and conditions as offered to Landlord by such third party (except as may be mutually agreed upon to the contrary).

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "Mortgage") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a

foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "Taking"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("Force Majeure"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. The section and paragraph headings

contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.11) to the other Party ("Notice"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:
Borough of Helmetta
Attn: Business Administrator
51 Main Street
Helmetta, NJ08828

If to be given to Tenant:
DISH Wireless L.L.C.
Attn: Lease Administration/ Site ID: NJER01842A
5701 South Santa Fe Drive
Littleton, Colorado 80120

If by courier service:
Borough of Helmetta
Attn: Business Administrator
51 Main Street
Helmetta, NJ08828

If by first-class certified mail:
Borough of Helmetta
Attn: Business Administrator
51 Main Street
Helmetta, NJ08828

If by email:
Email address:
s.masucci@helmettboro.com

12.12 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.13 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.14 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.15 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.16 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

BOROUGH OF HELMETTA

By: *Clawick*
Name: *Christopher Stavick*
Its: *Mayor*
Date: *6-21-2023*

TENANT:

DISH WIRELESS L.L.C

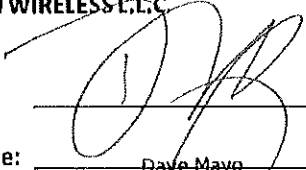
By: 
Name: Daye Mayo
 Executive VP
 DISH Wireless
Its:
Date: *6/26/23*

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BEGINNING at the point of intersection formed by the southerly right-of-way line of Erickson Avenue (40.0 feet wide private R.O.W.) with the easterly right-of-way line of Club Drive (30.00 feet wide private R.O.W.) and from said point of beginning, running

THENCE Northeastwardly along the southerly R.O. W. line of Erickson Avenue, North 63° 44' 06" east a distance of 51.28 feet to a point;

THENCE Southeastwardly along the common line between tax map Lot 1.01, Block 19 and Lot 34, Block 20, South 26° 15' 24" east a distance of 85.00 feet to a point and corner;

THENCE Northeastwardly along the common line between tax map Lot 1.01, Block 19 and Lots 34 and 33, Block 20, North 63° 44' 06" East a distance of 106.93 feet to a point and corner;

THENCE Southeastwardly along the common line between tax map Lot 1.01, Block 19 and Lot 32, Block 20, South 32° 25' 54" East a distance 25.82 feet to a point and corner;

THENCE Southeastwardly continuing along said common line, south 70° 40' 38" East a distance of 20.07 feet to a point and corner,

THENCE along the following eight courses along a new line through tax map Lot 1.01, Block 19, South 01° 59' 30" West a distance of 136.75 feet to an angle point;

THENCE South 42° 24' 05" West a distance of 120.00 feet to an angle point;

THENCE North 47° 35' 55" West a distance of 25.00 feet to an angle point;

THENCE South 43° 28' 36" West a distance of 50.70 feet to an angle point;

THENCE South 45° 21' 36" West a distance of 52.07 feet to an angle point;

THENCE South 55° 15' 36" West a distance of 46.73 feet to an angle point;

THENCE South 30° 51' 24" East a distance of 32.43 feet to an angle point;

THENCE South 59° 08' 36" West a distance of 53.50 feet to a point in the common line between tax map Lot 1.01, Block 19 and Lot 5, Block 20.02;

THENCE Northwestwardly along the common line, between tax map Lot 1.01, Block 19 and Lots 5 and 4, Block 20.02, North 30° 51' 24" West a distance of 55.00 feet to a point and corner;

THENCE Northeastwardly along the common line between tax map Lot 1.01, Block 19 and Lot 3, Block 20.02, North 62° 47' 06" East a distance of 46.87 feet to a point and corner;

THENCE Northeastwardly along the common line between tax map Lot 1.01, Block 19 and Lot 2, Block 20.02, North 55° 15' 36" East a distance of 50.38 feet to a point and corner;

THENCE Northeastwardly along the common line, between tax map Lot 1.01, Block 19 and Lot 1.01, Block 20.02, north 45° 21' 36" east a distance of 50.01 feet to a point and corner;

THENCE Northeastwardly continuing along said common north 43° 28' 36" East a distance of 50.00 feet to a point and corner;

THENCE Northwestwardly still along said common line, north 47° 35' 55" West a distance of 116.07 feet to a point and corner in the easterly right-of-way line of Club Drive (30.00 ft. wide private R.O.W.);

THENCE along the following four courses along said R.O. W. line: North 20° 55' -46" East a distance of 4.42 feet to a point or curvature;

THENCE Northeastwardly along a curve to the left having a radius of 300.03 feet a central angle of 07° 41' 30", an arc length of 40.27 feet and a chord bearing North 17° 41' -30", an arc length of 40.27 feet and a chord bearing north 17° 05' 01", an arc length of 40.24 feet to a point of compound curvature;

THENCE Northwestwardly along a curve to the left having a radius of 126.00 feet, a central angle of 39° 30' 10", and arc length of 88.25 feet and a chord bearing North 06° 30' 49" West 86.51 feet to a point or tangency;

THENCE North 26° 15' 54" West a distance of 25.39 feet to the point and place of **BEGINNING**.

EXHIBIT B

SITE PLAN

[Attached]

RESOLUTION

2023-98

REFUND OF RENTAL FEES

BE IT RESOLVED, that refund for the rental fee for usage of the Community Center,

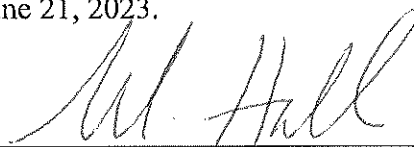
Ferdinand Perez \$250.00

Edyta A. Hanarz \$250.00

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski						✓
Reid		✓	✓			
Stasi						✓

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on June 21, 2023.



MELISSA HALLERMAN
Acting Municipal Clerk

RESOLUTION

2023-99

PAYMENT OF BILLS

All bills shall be paid per list.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski						✓
Reid		✓	✓			
Stasi						✓

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on June 21, 2023.



MELISSA HALLERMAN
Acting Municipal Clerk

PO #	PO Date	Vendor	Amount	Charge Account	Contract PO Type	Stat/Chk	First Rcvd	Chk/Void	Invoice
Item Description					Acct Type Description		Enc Date	Date	
23-00382	06/08/23	CENITE005 CENTER STATE ENGINEERING							
1		BORO HALL STAIRWAY IMPROVEMT	1,068.50	G-02-15-026-021	B CDBG 2022-2023	R	06/08/23	06/08/23	14728
23-00383	06/08/23	MCU01 Middlesex Cty Utilities Auth							
1		DUMPING CHARGES-MAY 2023	4,437.19	3-01-32-837-020	B LANDFILL/DISPOSAL SOLID WASTE	R	06/08/23	06/08/23	1016776
23-00384	06/08/23	RUT02 RUTGERS, THE STATE UNIVERSITY							
1		MUNICIPAL CLERK REVIEW	653.00	3-01-20-120-020	B MUNICIPAL CLERK OE	R	06/08/23	06/09/23	73438
23-00385	06/09/23	KELSO005 KELSO & BURGESS							
1		COURT SESSION JUNE 2023	600.00	3-01-25-757-020	B MUNICIPAL PROSECUTOR OE	R	06/09/23	06/09/23	
23-00386	06/09/23	SAM02 SAMUEL KLEIN & COMPANY							
1		2022 AUDIT	5,787.50	3-01-20-706-020	B AUDIT SERVICES	R	06/09/23	06/09/23	
2		2022 AUDIT	5,150.00	3-05-55-500-021	B WATER OPERATING OE	R	06/09/23	06/09/23	
3		2022 AUDIT	5,150.00	3-07-55-500-021	B SEWER OPERATING OE	R	06/09/23	06/09/23	
			16,087.50						
23-00387	06/09/23	STA02 STAPLES CREDIT PLAN							
1		HP PRINTER INK	124.63	2-01-31-834-020	B OFFICE SUPPLIES	R	06/09/23	06/09/23	3158900211
2		HP PRINTER INK	124.63	2-01-31-834-020	B OFFICE SUPPLIES	R	06/09/23	06/09/23	3158900211
3		MOBILE DESK	56.50	2-01-31-834-020	B OFFICE SUPPLIES	R	06/09/23	06/09/23	3158162301
4		MOBILE DESK-RETURN	56.50	2-01-31-834-020	B OFFICE SUPPLIES	R	06/09/23	06/09/23	3166083521
5		HP INK PRINTER	118.24	2-01-31-834-020	B OFFICE SUPPLIES	R	06/09/23	06/09/23	3167842891
6		PENS	26.91	3-01-31-834-020	B OFFICE SUPPLIES	R	06/09/23	06/09/23	3216548991
			394.41						
23-00388	06/09/23	ACT01 ACTION DATA SVC, INC							
1		PAYROLL INVOICE# 83159	51.68	3-01-20-705-021	B FINANCE OE	R	06/09/23	06/09/23	
2		PAYROLL INVOICE# 83159	17.22	3-05-55-500-021	B WATER OPERATING OE	R	06/09/23	06/09/23	
3		PAYROLL INVOICE# 83159	17.22	3-07-55-500-021	B SEWER OPERATING OE	R	06/09/23	06/09/23	
			86.12						
23-00389	06/09/23	XTE01 XTEL COMMUNICATIONS							
1		TELEPHONE LINE# 231511238	676.12	3-01-31-827-020	B TELEPHONE COSTS	R	06/09/23	06/09/23	
23-00390	06/13/23	BALLO005 BALLOON MAGIC BY SAVINA							
1		BALLOONS PROM 2023	470.00	3-01-28-795-020	B RECREATION OE	R	06/13/23	06/14/23	203

Totals by Year-Fund		Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description								
CURRENT FUND		2-01	82,338.50	0.00	82,338.50	0.00	0.00	82,338.50
CURRENT FUND		3-01	32,892.65	0.00	32,892.65	0.00	0.00	32,892.65
WATER OPERATING FUND		3-05	5,874.81	0.00	5,874.81	0.00	0.00	5,874.81
SEWER OPERATING FUND		3-07	5,837.81	0.00	5,837.81	0.00	0.00	5,837.81
	Year Total:		44,605.27	0.00	44,605.27	0.00	0.00	44,605.27
GRANT FUND		G-02	2,824.11	0.00	2,824.11	0.00	0.00	2,824.11
ANIMAL TRUST FUND		T-09	4.80	0.00	4.80	0.00	0.00	4.80
GENERAL TRUST FUND		T-13	2,015.00	0.00	2,015.00	0.00	0.00	2,015.00
	Year Total:		2,019.80	0.00	2,019.80	0.00	0.00	2,019.80
	Total of All Funds:		131,787.68	0.00	131,787.68	0.00	0.00	131,787.68

**RESOLUTION
#2023-100**

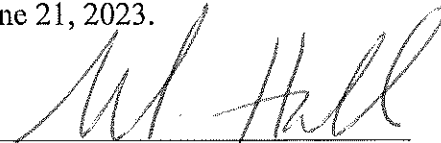
AWARD CONTRACTOR FOR NEW MUNICIPAL ENTRANCE SIGNS

BE IT RESOLVED, by the Governing body of the Borough of Helmetta, received three quotes. As per 40A:11-5(1)(a) ii and 18A:18A-5a(2) permit contracting units to award contracts without competitive bidding for extraordinary unspecifiable services. And has been awarded to FastSign of East Brunswick, NJ. In addition, FastSigns also provided the most responsive to specific design requirements for the new signs. In addition, the Chief Financial Officer has certified that funds of \$22,927.38 are available in a Building & Grounds OE (3-01-26-772-020).

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski						✓
Reid		✓	✓			
Stasi						✓

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on June 21, 2023.



MELISSA HALLERMAN
Acting Municipal Clerk

CERTIFICATION AS TO AVAILABILITY OF FUNDS
FOR CONTRACT AWARD

I hereby certify to the Mayor and Council of the Borough of Helmetta as follows:

1. I am the financial officer charged with the responsibility of maintaining the financial records of the Borough of Helmetta, and I have been requested to certify as to the availability of adequate funds for a proposed contract between the Borough and Fast Signs.
2. The maximum amount of the Borough's liability under the proposed contract is \$22,927.38. Adequate funds will be available by virtue of the 2023 budget.
3. Said contract will be properly charged to the operating budget 3-01-26-772-020.
4. The funds so available have not been certified as available for any other contract.


Denise Marabello
Denise Marabello

Date: 06/21/23

**RESOLUTION
2023-101**

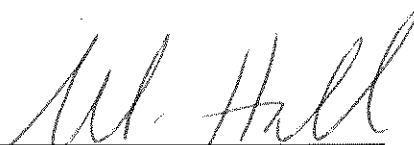
BID NOTICE NJDOT 2022 & 2023 MUNICIPAL AID LAKE AVE PROJECT

BE IT RESOLVED, that the Governing body and the Mayor authorize Center State Engineering (CSE) to prepare the Notice of Bid and advertise for receipt of bids in connection with Capital Ordinance 2023-02 for NJDOT 2022 & 2023 Municipal Aid Lake Avenue Project.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski			✓			
Bohinski	✓		✓			
Duffy		✓	✓			
Dzingleski						✓
Reid			✓			
Stasi						✓

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on June 21, 2023.



MELISSA HALLERMAN
Acting Municipal Clerk

**RESOLUTION
2023-102**

**RESOLUTION OF THE BOROUGH OF HELMETTA AUTHORIZING CENTER STATE
ENGINEERING PROFESSIONAL DESIGN AND INSPECTION OF NJDOT 2022 & 2023
MUNICIPAL AID LAKE AVE PROJECT**

WHEREAS THE BOROUGH OF HELMETTA, having offices at 51 Main Street, Helmetta, New Jersey 08828 (hereinafter referred to as "the Borough"); and CENTER STATE ENGINEERING ASSOCIATES, INC., a corporation of the State of New Jersey, having its principal place of business at 481 Spotswood-Englishtown Road, Monroe Township, New Jersey, 08831 (hereinafter referred to as "CENTER STATE ENGINEERING"):

WHEREAS, the Borough seeks professional services in connection with *Design, Construction Administration, and Inspection Services of the NJDOT 2022 & 2023 Municipal Aid Lake Avenue Project*; and

WHEREAS, their time and material, do not exceed design/contract administration and inspection/material testing fee and are proposed as follows:

NJDOT 2022 & 2023 Municipal Aid Lake Avenue Project

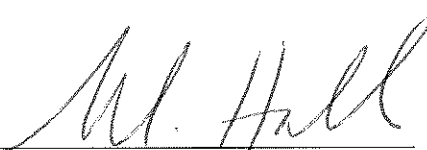
Section 1 <i>(From Main St to Heatherwood Rd.)</i>		Section 2 <i>(From Heatherwood Rd. to Maple St.)</i>	
2022		2023	
Design	\$25,000	Design	\$20,000
Admin/Insp	\$50,000	Admin/Insp	\$45,000
Total	\$75,000	Total	\$65,000

NOW, THEREFORE, BE IT RESOLVED, that the Governing body does hereby give authorization to the Mayor and Municipal Clerk to sign for the aforementioned work to be done by Center State Engineering. Subject to the 10-day estoppel period and the certification of availability of funds by the CFO.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski			✓			
Bohinski	✓		✓			
Duffy		✓	✓			
Dzingleski						✓
Reid			✓			
Stasi						✓

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on June 21, 2023.

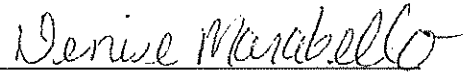


 MELISSA HALLERMAN
 Acting Municipal Clerk

CERTIFICATION AS TO AVAILABILITY OF FUNDS
FOR CONTRACT AWARD

I hereby certify to the Mayor and Council of the Borough of Helmetta as follows:

1. I am the financial officer charged with the responsibility of maintaining the financial records of the Borough of Helmetta, and I have been requested to certify as to the availability of adequate funds for a proposed contract between the Borough and Center State Engineering.
2. The maximum amount of the Borough's liability under the proposed contract is \$140,000. Adequate funds will be available by virtue of an NJDOT grant and capital ordinance.
3. Said contract will be properly charged to the Lake Avenue grant and capital budget.
4. The funds so available have not been certified as available for any other contract.



Denise Marabello

Date: 06/21/23

DATE	NAME	FUND/ACCOUNT	AMOUNT	CK/CASH
5/8/2023	Hernandez	Current/Cert. Copies		\$15.00 Ck# 1506
5/9/2023	Wojciechowski	Current/Cert. Copies		\$30.00 Ck# 195
5/24/2023	Gibb	Current/Recycling		\$18.50 Ck# 272
5/30/2023	Fiorillo	Current/Recycling		\$13.00 Cash

Dog/Cat \$92.00

BOROUGH OF HELMETTA

Tina Mc Dermott
 TINA McDERMOTT
 TAX COLLECTOR

REPORT OF THE TAX COLLECTOR

MONTH OF: MAY

DATED: 6/8/2023

TAXES	2022	17.72
TAXES	2023	352,126.21
TAXES	2024	0.00

ADJUSTMENTS

TRANSFER OVERPAYMENT	
SENIOR/DISABLED DISALLOWED	1,000.00
100 % VET EXEMPT	
LIEN HOLDER PAYMENT	
	<hr/>
	1,000.00

INTEREST 411.91

COSTS FOR TAX SALE
 LIEN REDEMPTION
 RECORDING FEES
 DUPLICATE CERT
 DUPLICATE BILL
 TAX SALE PREMIUMS

CLOSING BALANCES

	DEBIT	CREDIT	NET
2019	0.00	(38,011.10)	(38,011.10) Kaplan
2022	0.00	25,306.54	25,306.54
2023	(8,160.40)	84,216.23	76,055.83
			<hr/>
			63,351.27

TOTAL 352,555.04

TAX COLLECTORS TRUST

Ledger Bal

PRIOR BALANCE

47,531.25 4/30/2023

DEPOSITS 4.10 Bank Int

47,535.35

DISBURSMENTS 0.00

0.00

BANK BALANCE 47,535.35 5/31/2023 Statement Balance

BOROUGH OF HELMETTA

2022

DELINQUENT TAXES AS OF:

5/31/23

	TOTAL	Penalty		<u>2022</u>
				0.00
DECEMBER				<u>64,634.48</u>
2022			adj	
JANUARY	54,634.48	(11,216.24)		43,418.24
FEBRUARY	43,418.24	(8,622.79)		34,795.45
MARCH	34,795.45	(2,818.49)	(2,599.33)	29,377.63
APRIL	29,377.63	(4,053.37)		25,324.26
MAY	25,324.26	(17.72)		25,306.54
JUNE				0.00
JULY				0.00
AUGUST				0.00
SEPTEMBER				0.00
OCTOBER				0.00
NOVEMBER				
BALANCE				\$ 25,306.54



481 Spotswood Englishtown Road, Monroe Township, New Jersey 08831
T 732.605.9440 F 732.605.9444

ENGINEERS REPORT
JUNE 16, 2023

1. **2021 NJDOT LOCUST DRIVE IMPROVEMENTS**—A preconstruction meeting was held on Friday, May 19. The project is expected to begin in early July.
2. **BOROUGH HALL STAIRWAY IMPROVEMENTS**— The project has been rebid. The bids are currently under review.
3. **2022-2023 NJDOT LAKE AVENUE IMPROVEMENTS**—We are finalizing the project and will submit to NJDOT by the end of the week.

Respectfully,
Kevin Meade, Borough Engineer

**BOROUGH OF HELMETTA
COUNTY OF MIDDLESEX**

CAPITAL ORDINANCE NO. 2023-02

**CAPITAL ORDINANCE PROVIDING FOR VARIOUS ROADWAY IMPROVEMENTS
TO LAKE AVENUE FROM MAIN STREET TO HEATHERWOOD ROAD AND
HEATHERWOOD ROAD TO MAPLE STREET, AND APPROPRIATING \$724,000
THEREFOR, AUTHORIZED IN AND BY THE BOROUGH OF HELMETTA, IN THE
COUNTY OF MIDDLESEX, NEW JERSEY**

WHEREAS, the Borough Council of the Borough of Helmetta, in the County of Middlesex, New Jersey (the "Borough") has determined to provide for various roadway construction and improvements to Lake Avenue from Main Street to Heatherwood Road and Heatherwood Road to Maple Street located within the Borough; and

WHEREAS, the Borough has available \$664,818 in the Borough's General Capital Fund representing a grant received or to be received from the State of New Jersey Department of Transportation and \$59,182 in the Borough's General Capital Improvement Fund.

NOW, THEREFORE, BE IT ORDAINED by the BOROUGH COUNCIL OF THE BOROUGH OF HELMETTA, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The improvements described in Section 2 of this ordinance are hereby authorized as general capital improvements to be undertaken in and by the Borough. For the improvements or purposes described in Section 2, there is hereby appropriated a total amount of \$724,000, said sum being inclusive of \$664,818 from the Borough's General Capital Fund and \$59,182 from the Borough's General Capital Improvement Fund.

Section 2. The improvements hereby authorized to be undertaken consist of various roadway construction and improvements to Lake Avenue from Main Street to Heatherwood Road and Heatherwood Road to Maple Street located within the Borough, together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with contracts, plans, specifications or requisitions therefor on file with or through the Borough Clerk, as finally approved by the governing body of the Borough.

Section 3. The 2023 capital budget of the Borough will conform to the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Borough Clerk and is available there for public inspection.

Section 4. An aggregate amount not exceeding \$174,000 for engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

Section 5. Any grant or similar moneys from time to time received by the Borough for the improvements or purposes described in Section 2 hereof, shall be applied to direct payment of the cost of the improvements within the appropriation herein authorized.

Section 6. The Borough Attorney and other Borough officials and representatives are hereby authorized to do all things necessary to accomplish the purposes of the appropriation made herein.

Section 7. This ordinance shall take effect as provided by law.

CERTIFICATE AS TO ORDINANCE

I, MELISSA HALLERMAN, Acting Municipal Clerk of the Borough of Helmetta, in the County of Middlesex, New Jersey, HEREBY CERTIFY that annexed hereto is a true and complete copy of Ordinance No. 2023-02 which was introduced at a duly convened meeting of the Borough Council on May 17, 2023, and finally adopted at a duly convened meeting of the Borough Council on JUNE 21, 2023 and has not been repealed, revoked, rescinded or amended and remains in full force and effect.

IN WITNESS WHEREOF, I hereby set my hand and the seal of the Borough this 27nd day of JUNE, 2023.

BOROUGH OF HELMETTA, IN THE
COUNTY OF MIDDLESEX, NEW JERSEY



MELISSA HALLERMAN, Acting Municipal Clerk

(SEAL)