

**RESOLUTION 66-17**

**RESOLUTION AUTHORIZING EXECUTION OF REIMBURSEMENT  
AGREEMENT BETWEEN THE BOROUGH  
OF CLAYTON AND STEPHEN BOORAS**

*WHEREAS*, the Borough of Clayton has agreed to enter into a Reimbursement Agreement for extending the connection to the water main to service 123 W. Academy Street, Block 1404, Lots 28 and 29 with Stephen Booras; and

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

1. That the governing body does hereby approve the attached Reimbursement Agreement between the Borough of Clayton and Stephen Booras.
2. That the Administrator, Sue Miller be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

*ADOPTED*, at a regular meeting of the Mayor and Council of the Borough of Clayton held on February 9, 2017.

BOROUGH OF CLAYTON

  
\_\_\_\_\_  
THOMAS BIANCO, Mayor

Attest:

  
\_\_\_\_\_  
CHRISTINE NEWCOMB, Borough Clerk

**CERTIFICATION**

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on February 9, 2017.

  
\_\_\_\_\_  
CHRISTINE NEWCOMB, Borough Clerk

## REIMBURSEMENT AGREEMENT

**THIS REIMBURSEMENT AGREEMENT** ("Agreement") is entered into effective February 9, 2017 by and between the BOROUGH OF CLAYTON ("Borough") and STEPHEN BOORAS ("Booras"), and the parties agreeing as follows:

**WHEREAS**, the Borough is a municipal corporation of the State of New Jersey; and

**WHEREAS**, Booras owns property known as 123 W. Academy Street located in Clayton, New Jersey, said property being also known as Block 1404, Lots 28 and 29 as shown on the official Tax Map of the Borough of Clayton ("Property"); and

**WHEREAS**, the Borough has agreed to pay the cost in the amount of \$9,199.47 to extend the connection to the water main to service the Property, as set forth in the attached South State, Inc. Billing Worksheet, and the cost in the amount of \$1,184.00 to replace the concrete curb and apron along the street frontage so it is returned to current standards (the "Work"); and

**WHEREAS**, Booras has agreed to reimburse the Borough for all costs of the Work;

**NOW, THEREFORE**, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND REPRESENTATIONS CONTAINED HEREIN, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY MUTUALLY AGREE AS FOLLOWS:

- 1. Reimbursement.** Booras shall reimburse the Borough the sum of \$10,383.47 within thirty (30) days of the date hereof.
- 2. Future Connection Fees.** Booras shall remain responsible to pay any connection fees for any dwelling at the Property connected to the water line in the future.
- 3. Municipal Lien.** In the event reimbursement is not made as set forth herein, the Borough shall have the right to impose a municipal lien against the Property, which lien shall remain until such time reimbursement is made in full.
- 4. Additional Provisions.**
  - a. Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, between the Parties hereto.
  - b. Supplements.** The Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Agreement.

c. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties, or any of them, of any right which is not explicitly waived herein.

d. **Amendments.** This Agreement may not be amended or modified for any reason without the express prior written consent of the Parties hereto.

e. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

f. **Successors/Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

g. **Notices.** Unless otherwise provided in writing, any notices to be given or to be served upon any Party hereto, in connection with this Agreement, must be in writing and may be delivered personally or be certified or registered mail and, if so mailed, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the Party to whom it is addressed. Such notice shall be given to the Parties at their following respective addresses or at such other addresses as each Party may hereafter designate to the other Parties in writing:

If to BOROUGH OF CLAYTON:

Christine Newcomb  
Municipal Clerk  
Borough of Clayton  
125 N Delsea Drive  
Clayton, NJ 08312

If to BOORAS:

Stephen Booras  
c/o ~~JBS Allphase Construction & Maintenance, Inc.~~  
100 South Broad Street  
Clayton, NJ 08312

h. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within the State of New Jersey, including all matters of enforcement, validity and performance.

i. **Counterparts.** This Agreement, and any other documents required hereunder, may be executed in counterparts, including by facsimile or electronic form, which together shall be considered an original document.

j. **Representation by Counsel.** Each party to this Agreement stipulates that it has been represented by and has relied upon the counsel of its choice in the negotiations for the preparation of this Agreement, and that each has read this Agreement and has had its contents and effect fully explained by such counsel and is fully aware of and understands all of its terms and the legal consequences thereof, or has had the opportunity to do so. It is acknowledged that the parties to this Agreement have mutually participated in the preparation of this Agreement, and it is agreed that no provision in this Agreement shall be construed against any party by virtue of the activities of that party or its attorneys.

k. **Further Assurances.** In addition to the obligations expressly required to be performed hereunder, each of the parties to this Agreement agrees to cooperate with each other and to perform such other acts and to execute, acknowledge and deliver such other instruments, documents and materials as the other party may reasonably request and as shall be necessary in order to fulfill the spirit and intent of this Agreement.

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have caused this Agreement to be duly signed, sealed and executed as of the day and year first written above.

**ATTEST:**

**Borough of Clayton**

Christine Newcomb

By: Sue Miller  
Sue Miller  
Borough Administrator

**ATTEST:**

Christine Newcomb

Stephen Booras  
Stephen Booras