

**THE PUBLIC SCHOOLS  
METUCHEN, NEW JERSEY**

**TUESDAY, AUGUST 12, 2025**

**MEETING MINUTES  
of the Metuchen Board of Education**

Metuchen High School  
400 Grove Avenue  
Metuchen, NJ 08840

**1. Call to Order**

**2. Flag Salute**

**3. Notice of Meeting**

I hereby make this statement to indicate compliance with the Open Public Meetings Act known as Chapter 231 of the Public Laws of New Jersey, 1975, which became effective 90 days after enactment, January 19, 1976.

Notice of this meeting was given by providing the location, time and date of this meeting, and posting of the same on the front door of the Board of Education offices, by delivering copies to the Borough Hall and the Metuchen Public Library, The Home News and Tribune, The Star Ledger, and by filing a copy with the Borough Clerk as prescribed by this law.

**4. Roll Call**

Mr. Bhatt	A	Ms. Killean	P
Ms. Cheatham	P	Mr. Lifton	P
Mr. Derflinger	P	Ms. Michaels-LaMorte	A
Mr. Glassberg	P	Dr. Spigner	A
Dr. Johnson-Marcus	P	Mr. Suss	P

**5. Showcase of Success**

**6. Meeting Open to the Public** *(for any topic)* - None

**7. Presentations**

- ❖ NJGPA Results - Ed Porowski Presented.
- ❖ ACCESS Results - Dr. Tania Herzog and Lindsey Omark Presented.

**8. Reports**

- ❖ President's Report - None
- ❖ Superintendent's Report - None
- ❖ Committee Reports

No Committee Reports but Mr. Glassberg gave an update on construction.

- ❖ Student Board Member Report - None

**9. Old Business** - None

**10. New Business** - None

**11. Approval of Minutes of the Board of Education Meetings**

July 22, 2025	Special Business Meeting (1)
July 22, 2025	Special Business Meeting (2)
July 22, 2025	Board Meeting

Dr. Johnson-Marcus motioned. Mr. Suss seconded. Motion carried 6-0-1. Mr. Lifton abstained.

**12. Meeting Open to the Public** (*for any topic*) - None

**13. Recommendations of the Superintendent of Schools**

*(at this time the Board will take formal action on the following items – see attachments)*

Oftentimes it may appear to members of our audience that the Board of Education takes action with very little comment and in many cases a unanimous vote. Before a matter is placed on the agenda at a public meeting, the administration has thoroughly reviewed the matter with the Superintendent of Schools. If the Superintendent is satisfied that the matter is ready to be presented to the Board of Education, it is then referred to the appropriate board committee. The members of the board committee work with administration and the Superintendent to assure that the members fully understand the matter. When the committee is satisfied with the matter, it is presented to the Board of Education for discussion before any final action is taken. Only then, is it placed on the agenda for action at a public meeting.

**A. PERSONNEL**

**Motion/Second/Comments/Roll Call**

**1. Rescind - Instructional and Non-Instructional Stipend**

Move to rescind and approve the following Instructional Stipends for the 2025-2026 school year as listed (Agenda 07/22/2025, Section 13, A4):

<b>Name</b>	<b>Assignment</b>	<b>2025-2026 Stipend</b>
<b>Rescind:</b>		
Adam Levy	MHS English Portfolio for Seniors	\$9,050
Andrea Agnone	Edgar- Reading 5	\$9,050
Beth McLaughlin	Edgar Science 5 ICR	\$9,050
<b>Approve:</b>		
Jessica Zalink	MHS Special Ed/English	\$9,050
Andrea Agnone	Edgar- Reading 5 (.5)	\$4,525
Beth McLaughlin	Edgar Science 5 ICR (.5)	\$4,525
Julie Youngman	MHS Administrative Assistant	\$7,973

**2. Salary Adjustment - Certificated Staff**

Move to rescind and approve the change in base salary for the following certificated staff (Agenda 05/13/2025, Section 13, A6 and Agenda 06/10/2025, Section 13, A1):

<b>Name</b>	<b>School</b>	<b>Assignment</b>	<b>Step</b>	<b>2025-2026 Salary</b>
<b>Rescind:</b>				
Morgan Schleuss	EMS	Teacher	1B	\$61,250
Laura Connolly	MHS	Teacher	3N	\$98,438
<b>Approve:</b>				
Morgan Schleuss	EMS	Teacher	3B	\$64,313
Laura Connolly	MHS	Teacher	4N	\$100,781

**3. Appointment - Certificated Staff**

Move to approve the appointment of Marjorie Rosenberg, Teacher at Edgar Middle School, for the 2025-2026 school year, at a salary of \$67,961/year, Step 3H, effective August 27, 2025 through June 30, 2026.

**4. Substitute Paraprofessional ESY**

Move to approve, Jordan Leitner as a substitute teacher and substitute paraprofessional during 2025 ESY at the rate of \$115/day.

**5. Leave of Absence - Certificated Staff**

Move to approve the leave of absence of Nga Pham, School Nurse at Moss School, effective approximately December 1, 2025 through approximately December 1, 2026.

**6. Appointment - Paraprofessional**

Move to approve the appointment of Mone Benekin, Paraprofessional at Edgar School, for the 2025-2026 school year, at a salary of \$24,241/year, effective August 27, 2025 through June 30, 2026, pending criminal history clearance.

**7. Appointment - Paraprofessional**

Move to approve the appointment of Patcharapan Erdem, Paraprofessional at Campbell School, for the 2025-2026 school year, at a salary of \$24,241/year, effective August 27, 2025 through June 30, 2026.

**8. Leave Replacement - Certificated Staff**

Move to approve the appointment of Lisa Petrone, Leave Replacement for Samantha Palermo, Student Assistance Counselor for Metuchen School District, effective August 25, 2025 through approximately December 5, 2025, at a per diem rate of \$329.73/day.

**9. Appointment - Lunch Aides**

Move to approve the following lunch aides in the Metuchen Public Schools for the 2025-2026 school year, at the rate of \$16/hour effective September 2, 2025, pending criminal history clearance:

Farida Vavro	Cheryl Weisberg
Nancy Chin	Karen Hogan
Donato Minutillo	Carol Spears
Sheri Kady	Alma Lugo

**10. Appointment - Paraprofessional**

Move to approve the appointment of Rabia Aamir, Paraprofessional at Metuchen High School, for the 2025-2026 school year, at a salary of \$23,516/year, effective August 27, 2025 through June 30, 2026.

**11. Safety Care Training - Non-Certificated Staff**

Move to approve the following non-certificated staff to attend Safety Care Training at their hourly rate, not to exceed 12 hours:

Janine Haulenbeek
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**12. Appointment - Event Staff**

Move to approve the following Event Staff for the 2025-2026 school year, at the rate of \$55 per event:

Kathy Mallory
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**13. Informal Mentor Teachers**

Move to approve the following staff to serve as an informal mentor for the 2025-2026 school year, to be paid at a rate of \$51/hour, not to exceed six hours:

Teacher	School	Mentor
Danielle Pallotta	Moss	Emily Sanchez
Emily Vanderhoff	CES	Bailey Tocci
Jessica Sorrenti	Moss	Sarah Masters
Danielle Wright	Moss	Erica Hsu
Bianca Rodriquez	CES	Michelle Bethe
Julia Sudol	EMS	Beth McLaughlin
Jessica Zalink	MHS	Ann Burnett
Lisa Petrone	EMS/MHS	Nicole Coursey
Madeline DeBaro	EMS	Lisa Chango
Marjorie Rosenberg	EMS	Karen Logan
Robin Gill	EMS	Alyssa Dugas

**14. Formal Mentor Teachers**

Move to approve the following formal mentor teachers to work with the following mentee teachers for the 2025 – 2026 school year:

New Teacher/Leave Replacement	School	Mentor	Payment Traditional Route \$550.00 Alternate Route \$1,000.00
Ausrine Dereskeviciute	Moss	Katie Upshaw	\$1,000
Emily Almeida	Moss	Michele Herold	\$550
Ryan Krum	Moss	Janelle Fisher	\$550
Gina Kish	CES	Alyssa Zimmerman	\$550 (prorated)
Michella Maldonado	CES	Samantha Murphy	\$550
Nicole Hanson	CES	Kristina Bormann	\$550

Willow Brown	CES	Christina Spring	\$550
Stephanie Tortolani	MHS	Emily Caponigro	\$550
Amy Johnson	CES	Erin Santasieri	\$1,000
Rebecca Porretto	EMS	Emily Tzetzos	\$550

**15. Appointment - Learning Consultant/Case Manager**

Move to approve Karla Riera as a Learning Consultant/Case Manager for the Child Study Team staff not to exceed 3 additional days at her per diem rate of \$568.58/day (Agenda 6/24/2025, Section 13, A6).

**16. Summer Work- Edgar Middle School Guidance Department**

Move to approve the following school counselor for the 2025 summer work at Edgar Middle School:

Name	# Days	Per Diem Rate	Assignment
Madeline DeBaro	3	\$329.73/day	Scheduling in August

**17. ESL Testing**

Move to approve the following staff to conduct WIDA screening for summer 2025, at the rate of \$51/hour, not to exceed a total of 8 hours (Title III funded):

Janelle Fisher	Ellen Park	Adrianna Reyes
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**18. 2025 New Teacher Orientation Workshop**

Move to approve William Schlavis as a presenter for New Teacher Orientation Workshop, at a rate of \$51/hour, not to exceed 2 hours.

**19. Sheltered English Instruction**

Move to approve the following staff members to participate in Sheltered English Instruction training at an hourly rate of \$51 an hour, not to exceed 15 hours and completed in 2025-2026 school year:

Ashley Pietrowski	Nicole Hanson	Tara Palmieri
Samantha Murphy	Julie Anderson	Amy Johnson

**20. Substitute Paraprofessional**

Move to approve, Kelsee Young as a substitute paraprofessional during the 2025-2026 school year at the rate of \$105/day.

**21. 2025 New Teacher Orientation**

Move to approve the following mentors to work with new teachers at the New Teacher Orientation on August 26, 2025, for up to 6 hours at the hourly rate of \$51/hour:

Alyssa Zimmerman	Erica Hsu	Nicole Coursey	Sarah Masters
Christina Spring	Michele Herold	Lisa Chango	Emily Caponigro
Emily Sanchez	Michelle Bethe	Karen Logan	Katie Upshaw
Janelle Fisher	Kristina Bormann	Alyssa Dugasz	Ann Burnett
Bailey Tocci	Erin Santasieri	Samantha Murphy	Emily Tzetzos
Beth McLaughlin			

**22. Leave Replacement - Certificated Staff**

Move to approve the appointment of Robin Gill, Leave Replacement for Lauren Spanier, Teacher at Edgar School, effective August 29, 2025 through approximately December 9, 2025, at a per diem rate of \$329.73/day.

**23. Leave of Absence Custodian**

Move to approve the leave of absence of Jonathan Alijewicz, Custodian at Metuchen High School, effective July 14, 2025 through approximately August 29, 2025.

**24. Resignation - Certificated Staff**

Move to accept the resignation of Nicolette Jomo, Teacher at Edgar Middle School, effective August 5, 2025.

Dr. Johnson-Marcus motioned. Mr. Derflinger seconded. Motion carried 7-0-0.

-----end of personnel section-----

**B. FINANCE**

**Motion/Second/Comments/Roll Call**

**1. Change Order Epic Management Inc.**

Move to approve the change order as listed below:

<b>Change Order #</b>	<b>Description</b>	<b>Amount</b>
15	Underground storage tank removal at Moss.	\$9,094.60
16	Exterior egress stairs on the bus loop side at Moss.	\$121,319.24
17	Additional IT wiring	\$23,633.70

**2. Nonpublic Security Aid**

Move to approve the following nonpublic security aid for the 2025-2026 school year. These expenditures are required for the district to fulfill certain legal obligations under state legislation to administer federal or state funds provided to nonpublic schools within our jurisdiction:

<b>School</b>	<b>Vendor</b>	<b>QTY</b>	<b>Item #</b>	<b>Description</b>	<b>Price</b>	<b>Total</b>
St. Joseph High School	CDW-G	11	8331194	Dell Pro 14 Premium PA-14250-14" Intelcore Ultra 7-266V-Vpro Entrp	\$1,856.76	\$20,424.36
St. Joseph High School	CDW-G	39	7392186	Dell USB-C adapter-24 pin USB-C to USB Type A 5.2in	\$35.42	\$1,381.38

**3. Resolution**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE BOROUGH OF METUCHEN IN THE COUNTY OF MIDDLESEX, NEW JERSEY AUTHORIZING A JOINT AGREEMENT WITH THE BOROUGH OF METUCHEN PROVIDING FOR USE OF SCHOOL FACILITIES AND PAYMENT THEREFORE**

**BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE BOROUGH OF METUCHEN IN THE COUNTY OF MIDDLESEX, NEW JERSEY as follows.**

SECTION 1. The Board President is hereby authorized and directed to execute the attached Joint Agreement providing for the use of school facilities for municipal purposes and the payment therefor in accordance with the conditions and terms set forth therein, and the Business Administrator/Board Secretary is authorized to attest to such signature under the seal of this Board of Education. The appropriate representatives of this Board of Education are further authorized and directed to implement the Joint Agreement in accordance with its terms.

SECTION 2. This resolution shall take effect immediately.

**4. Nonpublic Technology Aid**

Move to approve the following nonpublic technology aid for the 2025-2026 school year. These expenditures are required for the district to fulfill certain legal obligations under state legislation to administer federal or state funds provided to nonpublic schools within our jurisdiction:

School	Vendor	QTY	Item #	Description	Price	Total
St. Francis Cathedral School	CDW-G	6	7838228	SMART GX065-V3 65" Interactive Display	\$1,337.88	\$8,027.28
St. Francis Cathedral School	CDW-G	5	4564648	TEQ STANDARD RAIL CABLES & RACEWAY	\$400.00	\$2,000.00
St. Francis Cathedral School	CDW-G	6	6210604	Tequipment Hardware Installation	\$650.00	\$3,900.00
St. Francis Cathedral School	CDW-G	1	5515670	TEQ CLEAN WALL BUNDLE F IFP INSTALL	\$249.00	\$249.00

**5. Professional Development Title II Funds**

Move to approve the following staff from St. Francis Cathedral School to participate in professional development through School Speciality on transforming more than classrooms in partnership with Foss and Delta Education during the 2025-2026 school year, using ESEA Title IIA Non-Public funds not to exceed \$3,250:

Sr. Josephine Galasso	Jana Massett
Jeanette Johnson	Sr. Mary Elizabeth McCauley
Angela Hajduk	Stephanie Macaluso
Marilou Rizzo	

**6. Payment of Bills**

a) Board Secretary's Certification

Pursuant to N.J.A.C. 6:20-2A.10(d), the Board Secretary has certified that as of August 12, 2025 no budgetary line item accounts have obligations and payments which exceed the amount appropriated by the Board of Education.

\_\_\_\_\_  
Michael A. Harvier, Board Secretary

\_\_\_\_\_  
Date

b) Approve the Following Items Submitted by the Board Secretary

Payment of bills and claims, as shown on the attached list(s) that have been certified by the Board of Education and filed in the Business Office.

**7. Professional Development**

Move to approve the following professional development activities as shown on the following chart:

Start Date	End Date	Activity Title	Name	Building	Approved	Payment	FFPI Proposal #
7/24/2025	7/24/2025	NJASCD Retreat	Lemerich, Kathryn	Central Office		\$0 No cost	
9/11/2025	9/18/2025	Stronge and Associates Training	Omark, Lindsey	Central Office		\$470 Other	
9/19/2025	9/19/2025	NJ STEM Pathways	Omark, Lindsey	Central Office		\$0 No cost	
9/19/2025	9/19/2025	Sustainable Jersey for Schools Tree Grant In-Person Mandatory Workshop	Lemerich, Kathryn	Central Office		\$15.04 No cost	
9/29/2025	9/29/2025	NJSCA Fall Conference	Kurtin, Ilana	Central Office		\$99 Other	
9/29/2025	9/29/2025	Understanding Legal Obligations Related to LGBTQIA+ Status	Manziano, Louis	Central Office		\$195 Other	
10/21/2025	10/21/2025	3rd DrewTEACH Annual AI & Writing Symposium	Manziano, Louis	Central Office		\$93.15 Other	
10/21/2025	10/21/2025	3rd DrewTEACH Annual AI & Writing Symposium	Omark, Lindsey	Central Office		\$90 Other	
11/21/2025	11/23/2025	ACTFL Convention	Cermak, Danielle	MHS		\$769 FFPI	26-007

Mr. Suss motioned. Ms. Cheatham seconded. Motion carried 7-0-0.

-----end of finance section-----

**C. POLICY**

**Motion/Second/Comments/Roll Call**

**1. Second Reading of Policy**

Move to approve the second reading of the following policy:

- ❖ P 5410 PROMOTION AND RETENTION

**2. Reading of Regulation**

Move to approve the reading of the following regulation:

- ❖ R 5410 PROMOTION AND RETENTION

Dr. Johnson-Marcus motioned. Ms. Cheatham seconded. Motion carried 7-0-0.

-----end of policy section-----

**D. CURRICULUM**

**Motion/Second/Comments/Roll Call**

**1. James Stronge Observation**

Move to approve the James Stronge observation and evaluation system for the 2025-2026 school year.

**2. Book Disposal**

Move to approve the disposal of the following textbooks and from the Metuchen High School:

DEPT	QTY	TITLE	©	PUBLISHER	ISBN
Math 7	123	McGraw Hill Workbooks Course 2 (green)	2015	McGraw-Hill	978-0-02-144789-3

**3. Equipment Disposal**

Move to approve the disposal of the following equipment at Metuchen High School:

Equipment	Course	Brand	Quantity
Combination Disk/Belt Sander	Engineering & Design 8	Grizzly	1

Mr. Derflinger motioned. Mr. Suss seconded. Motion carried 7-0-0.

-----end of curriculum section-----

**14. Meeting Open to Public** *(for any topic)*

**15. Announcements** - Ms. Cheatham made announcements.

**16. Motion to Go Into Executive Session** *(when applicable)*

*Resolution to Close Meeting*

Board Minutes - August 12, 2025

BE IT RESOLVED, pursuant to the Sunshine Act, N.J.S. 10:4-12 and 13, that the Board of Education will now meet in executive session to discuss \_\_\_\_\_ and that matters discussed will be disclosed to the public as soon as the reason for confidentiality no longer exist.

**17. Adjournment**

Dr. Johnson-Marcus motioned to adjourn. Mr. Glassberg seconded. All in favor.

Adjournment at 8:55 pm

*Vincent Caputo*  
Vincent Caputo (Jun 16, 2026 15:20:27 EDT)

**JOINT RECREATIONAL FACILITIES AGREEMENT BETWEEN  
THE BOROUGH OF METUCHEN AND  
THE METUCHEN BOARD OF EDUCATION**

This Joint Recreational Facilities Agreement (“Agreement”) is made as of this 12 day of August, 2025 by and between the **BOROUGH OF METUCHEN** (“Borough”), a Municipal Corporation of the County of Middlesex, State of New Jersey, with offices at 500 Main St., Metuchen, New Jersey 08840 and the **METUCHEN BOARD OF EDUCATION** (“BOE”), a New Jersey School District, whose principal address is 400 Grove Avenue, Metuchen, NJ 08840. The Borough and BOE are collectively referred to as the “Parties.”

**WHEREAS**, pursuant to *N.J.S.A. 40:12-9*, a municipality and a school are permitted to jointly “improve, operate and maintain on existing property, any playgrounds, completely inclusive playgrounds, playfields, gymnasiums, public baths, swimming pools or indoor recreation centers;” and

**WHEREAS**, *N.J.S.A. 40:12-9* further authorizes a municipality to appropriate money for this purpose and to pay to the school money so appropriated; and

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

**WHEREAS**, by way of Resolution No. 2020-50, adopted February 3, 2020, the Borough’s governing body (the “Borough Council”) formally declared the entirety of the Borough as an “Area in Need of Rehabilitation” (the “Rehabilitation Area”) in accordance with the Local Redevelopment and Housing Law; and

**WHEREAS**, by way of Ordinance No. 2020-10, adopted May 11, 2020, the Borough Council adopted a redevelopment plan entitled “Redevelopment Plan for the Rehabilitation Area in the Borough of Metuchen March 2020,” as amended or supplemented, which sets forth, inter alia, the plans for the planning, development, redevelopment, and rehabilitation of the Rehabilitation Area in accordance with the Local Redevelopment and Housing Law; and

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, via Resolution No. 2015-226 adopted on September 8, 2015, the Borough Council designated Block 37, Lots 5.03, 5.05, 5.12, 5.22, 6, 7.01, 7.02, 13, 14, 15.01, 16.02, 16.03, 17.01 & 17.02; Block 42, Lots 1-7; and, Block 66, Lots 1-3 as a “Non-Condensation Redevelopment Area” (the “Redevelopment Area”); and

**WHEREAS**, by way of Ordinance No. 2021-19, adopted on September 13, 2021, the Borough Council adopted in accordance with the Local Redevelopment and Housing Law a more specific redevelopment plan for the Redevelopment Area, entitled, “Gulton Tract Redevelopment Plan,” prepared by LRK, Inc.; and

**WHEREAS**, by way of Ordinance No. 2022-04, adopted on March 28, 2022, the Borough Council adopted the “Amended Gulton Tract Redevelopment Plan,” prepared by LRK, Inc., dated March 11, 2022, which superseded all previously adopted redevelopment plans for the Redevelopment Area (as amended, the “Redevelopment Plan”); and

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law and Resolution 2022-128, adopted May 23rd, 2022, the Borough and 212 Durham Urban Renewal, LLC entered into a Redevelopment Agreement (the “Redevelopment Agreement”), designating 212 Durham Urban Renewal, LLC (the “Redeveloper”) as redeveloper of a portion of the Redevelopment Area as specified in the Redevelopment Agreement, and setting forth the terms and conditions to which such portion is to be redeveloped; and

**WHEREAS**, pursuant to the Redevelopment Agreement, the Redeveloper proposes to undertake a project consisting of two components, a Residential Project consisting of five (5) story single structure with up to two hundred and seventy-two (272) residential units, fifteen percent (15%) of which shall consist of affordable housing units and associated amenities and Open Space Improvements, a portion of which shall be financed with governmental bonds (collectively, the “Project”); and

**WHEREAS**, by way of Ordinance No. 2022-09, adopted May 23, 2022, the Borough entered into a Financial Agreement for a Long-Term Tax Exemption with the Redeveloper (the “Financial Agreement” or “PILOT Agreement”) in order to memorialize the terms and conditions by which the Redeveloper will pay an Annual Service Charge in lieu of real property taxes on the Project Improvements and Land (“PILOT Payments”); and

**WHEREAS**, *N.J.S.A.* 40A:12A-22(m) authorizes a municipality to enter into contracts with a public agency to have the public agency provide and maintain parks, recreation centers, schools and other facilities adjacent to or in connection with a redevelopment area, and *N.J.S.A.* 40A:12A-22(o) authorizes a municipality to enter into all contracts necessary and incidental to the performance of duties authorized in the Local Redevelopment and Housing Law; and

**WHEREAS**, *N.J.S.A.* 40A:12A-39(b) authorizes any public body (which includes a school district) to cause recreational facilities to be furnished adjacent to or in connection with a redevelopment project and *N.J.S.A.* 40A:12A-39(e) authorizes any public body (which includes a school district) to enter into an agreement “which may extend over any period, notwithstanding any provision or rule of law to the contrary,” with a redevelopment entity; and

**WHEREAS**, the Borough and BOE desire to jointly improve, operate and maintain certain recreational facilities within the Borough of Metuchen, including Edgar, Charles and Myrtle fields owned by the Borough (“Borough Recreation Facilities”), and Campbell School Field, the artificial Metuchen High School field, the gymnasiums and classrooms owned by the BOE (“BOE Recreation Facilities”); and

**WHEREAS**, it is acknowledged that BOE will incur additional expense to accommodate the increased needs related to the Redevelopment Area and the Borough proposes to share a percentage of the PILOT revenue received pursuant to the Financial Agreement for the Project to defray the additional costs to the BOE in the manner set forth herein; and

**WHEREAS**, the Borough and the BOE wish to enter into an agreement to set forth their respective rights and obligations with regard to the joint improvement, operation and maintenance of said recreational facilities, both for the benefit of the residents of the Borough and the public, and in connection with the redevelopment of the Redevelopment Area, in a manner that does not interfere with the educational uses of the BOE facilities ; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. **Payments to Defray BOE Costs.** During the Term of this Agreement, the Borough agrees to make payment to the BOE in an amount equal to fifteen percent (15%) of the Net PILOT Revenue received by the Borough (the "Recreation Payment"). The Borough's "Net Pilot Revenue" is defined as the PILOT Payments received by the Borough pursuant to the Financial Agreement for the Project less any statutorily required payments to any other governmental entity, any statutorily required land tax credits or other statutorily required credits that may be applied against the PILOT Payment. The Borough will send the Recreation Payment to the BOE within 90 days of the Borough's receipt of a PILOT Payment. In the event that the Borough does not receive a PILOT Payment pursuant to the Financial Agreement for any reason, the Borough shall have no obligation to send a Recreation Payment to the BOE.
2. **Use of Municipal Recreation Facilities.** During the Term of this Agreement, the BOE shall have a right to use the Borough Recreation Facilities for school sports and other school purposes during times that do not interfere with the Borough's normal and customary use of the Municipal Recreation Facilities in accordance with this Agreement and a schedule to be jointly agreed upon by the Borough Administrator and BOE Business Administrator, recognizing that Borough use will take priority in scheduling. There shall be no charge to the BOE for such use.
3. **Use of BOE Recreation Facilities.** During the Term of this Agreement, the Borough shall have a right to use the BOE Recreation Facilities for recreation, summer camps, community and other municipal purposes during times that do not interfere with the BOE's normal and customary use of the school facilities in accordance with this Agreement and a schedule to be jointly agreed upon by the Borough Administrator and BOE Business Administrator, recognizing that BOE use will take priority in scheduling.

There shall be no charge to the Borough for such use except to the extent such use requires BOE custodian overtime in any year in excess of 20 hours, and such charge to the Borough for such custodial services will only be forgiven in years when the Recreation Payment exceeds the amount to be paid for the custodial overtime. The BOE will issue an invoice to the Borough of any such amount due and owing. Notwithstanding the foregoing, in the event the Borough's use of the BOE facilities would cause a substantial increase in cost to the BOE, the Borough and the BOE will agree to work in good faith to reach a mutually agreeable arrangement for cost sharing.

4. **Term and Termination.** This Agreement shall begin on the date the Project receives a Certificate of Occupancy and shall remain in effect for as long as the Borough is entitled to

receive PILOT Payments under the Financial Agreement, and shall expire upon the Borough's delivery of the Recreation Payment for the last PILOT Payment received by the Borough under the Financial Agreement ("Term"). In no event shall the term last longer than thirty (30) years from the date the PILOT Payments commence under the Financial Agreement. In the event the Borough is no longer receiving any PILOT Payment for any reason, including but not limited, to the expiration or termination of the Financial Agreement, or the Project no longer qualifies for a tax exemption under the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq., either the Borough or the BOE may terminate this Agreement. Unless otherwise agreed to in writing by both Parties, this shall be the only basis for which either the BOE or the Borough may terminate this Agreement. This Agreement may be terminated or amended only in writing pursuant to resolutions duly adopted by the governing body of the Borough and the BOE.

5. **Default.** An Event of Default shall have occurred whenever either Party fails to observe and perform any covenant or condition in this Agreement, and said failure continues for a period of thirty (30) days, after receipt by the defaulting Party of written Notice from the non-defaulting Party specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the failure of any such covenant or condition is one which cannot be completely remedied within the thirty (30) days after such written Notice has been given, it shall not be an Event of Default as long as the defaulting Party is proceeding with due diligence to remedy the same as soon as practicable, but in no event later than one hundred twenty (120) days after such written Notice.

In the event that an Event of Default occurs, then, subject to all other provisions herein for Notice and cure, the non-defaulting Party may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants, as applicable, under this Agreement, including the seeking of damages.

Where the Event of Default is refusal of access to the BOE Recreation Facilities or refusal of access to the Borough Recreation Facilities in accordance with this Agreement, and it is impossible or impracticable to provide a thirty (30) day cure period, the non-defaulting Party shall have the right to immediately file a cause of action for specific performance, without the need for a cure period.

6. **Force Majeure.** It shall not be an Event of Default if the failure to observe and perform any covenant or condition in this Agreement, where any such failure is a result of act, event or condition shall be beyond the reasonable control of the Party relying thereon, which may include the following ("Force Majeure"):

- (a) An act of God, such as severe natural conditions such as landslides, lightning strike, earthquake, flood, hurricane, blizzards, tornado, or other severe weather conditions, severe sea conditions affecting delivery of materials or similar cataclysmic occurrence; or civil disturbance outside of the control of the party, such as release of nuclear catastrophe, explosion, acts of a public enemy, war, terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence;



With a Copy to:

Andrea L. Kahn, Esquire  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2<sup>nd</sup> Floor  
Roseland, New Jersey 07068  
(973) 622-5171 (office)  
[AKahn@MSBNJ.COM](mailto:AKahn@MSBNJ.COM)

Any party may change its address for notices by notice theretofore given in accordance with this Section 7 and shall be deemed effective only when actually received by the other party.

**8. Waiver.** No waiver made by any such Party with respect to the performance, or manner or time thereof, or any obligation of any other Party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of any other Party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of any other Party.

**9. Documentation Request.** The BOE hereto agrees to cooperate in providing all necessary and reasonable documentation requested by the Borough in furtherance of this Agreement and the Recreation Payments.

**10. Counterparts.** This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

**11. No Assignment.** This Agreement shall not be assigned without the specific written consent of all of the Parties hereto.

**13. Incorporation of Preamble.** The Preamble to this Agreement is hereby incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed as of the day and year first above written.

ATTEST:

BOROUGH OF METUCHEN


\_\_\_\_\_  
Deborah Zupan, Borough Clerk

\_\_\_\_\_  
JONATHAN BUSCH, Mayor

ATTEST:

METUCHEN BOARD OF EDUCATION

\_\_\_\_\_

  
\_\_\_\_\_  
HAZEL-ANNE M. JOHNSON-MARCUS,  
President






# 20250812 Board Minutes with Agreement

Final Audit Report

2026-06-16

Created:	2025-08-27
By:	Jennifer Alijewicz (jalijewicz@metuchenschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATdO1Gai1-G70AdKWT1t6Ocb686qBmi8j

## "20250812 Board Minutes with Agreement" History

-  Document created by Jennifer Alijewicz (jalijewicz@metuchenschools.org)  
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-  Email viewed by Vincent Caputo (vcaputo@metuchenschools.org)  
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