

Agenda
Hightstown Borough Council
Business Meeting
June 15, 2015
First Aid Building
7:00 PM

PLEASE TURN OFF ALL CELL PHONES DURING YOUR ATTENDANCE AT THIS MEETING TO AVOID SOUNDS/RINGING OR CONVERSATION THAT MAY INTERFERE WITH THE MEETING OR THE ABILITY OF ATTENDEES TO HEAR THE PROCEEDINGS. THANK YOU FOR YOUR COOPERATION.

Meeting called to order by Mayor Lawrence Quattrone.

STATEMENT: Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was provided to the *Trenton Times* and the *Windsor-Hights Herald*, and is posted in the Borough Clerk's office.

Roll Call

Flag Salute

Approval of the Agenda

Minutes

May 4, 2015 Workshop Session

Engineer Items

Greenway Walking Bridge

2015-159 Authorizing Receipt of Bids for Completion of the Enchantment Development

2015-160 Authorizing Receipt of Bids for Improvements to Stockton Street and Joseph Street

Public Comment I

Any person wishing to address the Mayor and Council at this time will be allowed a maximum of three minutes for his or her comments.

Budget 2015

Public Hearing for 2015 Budget

2015-156 Authorizing the Budget to be Read by Title Only

2015-157 Adopting the 2015 Budget

Ordinances

2015-10 **Final Reading and Public Hearing** An Ordinance Amending Chapter 14, Entitled "Property Maintenance" of the "Revised General Ordinances of the Borough of Hightstown, New Jersey" Adding a New Section to Establish Standards for the Registration and Maintenance of Vacant and Abandoned Residential Properties in Foreclosure by Creditors

2015-12 **Final Reading and Public Hearing** – An Ordinance to Establish Salary Ranges for Certain Officers and Employers of the Borough of Hightstown

2015-13 **Final Reading and Public Hearing** – An Ordinance Amending Chapter 7, Entitled "Traffic" Section 7-29, Entitled "Speed Limits" of the "Revised General Ordinances of the Borough of Hightstown, New Jersey" Establishing the Speed Limit for a Portion of Wyckoff Mills Road

	2014-06	Final Reading and Public Hearing – Bond Ordinance Providing for Various Capital Improvements in and by the Borough of Hightstown, in the County of Mercer, New Jersey, Appropriating \$220,000 Therefor and Authorizing the Issuance of \$209,500 Bonds or Notes of the Borough to Finance Part of the Cost Thereof
Resolutions	2015-161	Authorizing the Payment of Bills
	2015-162	Awarding a Contract for Solid Waste Dumpster Service – Republic Services of New Jersey, LLC
	2015-163	Issuing a Moratorium on the Issuance of Yearly A-Frame Sign Permits
	2015-164	Authorizing an Agreement with Tacorito for Use of Public Right-of-Way
Consent Agenda	2015-165	Authorizing Release of Escrow Funds – Hights Realty LLC
	2015-166	Ratifying the Memorandum of Agreement with the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO for the Years 2015, 2016, 2017, and 2018, and Authorizing the Execution of a Collective Bargaining Agreement Relating Thereto
	2015-167	Authorize Execution of Rights-of-Way Use Agreement with Cross River Fiber, LLC
	2015-168	Authorizing Participation in the National Joint Power Alliance (NJPA) Cooperative Purchasing Program Pursuant to P.L. 2011, C. 139
	2015-169	Rescinding Resolution 15-134
	2015-170	Authorizing Renewal of Alcoholic Beverage License #1104-44-002-010 for Family Wines and Liquors, Inc. (t/a Hightstown Liquors)
	2015-171	Waiving Fees for Certain Parking Permits
	2015-172	Authorizing Execution of a Municipal Shared Services Defense Agreement for Participation in the Preparation of a Statewide Fair Share Analysis Undertaken by Rutgers University and Authored as the Burchell Fair Share Analysis
	2015-173	Requesting Permission to Establish a Dedicated Trust by Rider for Hightstown Developer Fees – Affordable Housing Trust Funds Pursuant to PL 1985 C. 222 and NJS 52:27D-320
	2015-174	Authorizing the Borough to Commence an Action Before the Superior Court of New Jersey in Order to Seek Certification of its Affordable Housing Plan
	2015-175	Establishing Salaries of Certain Officers and Employees of the Borough of Hightstown for the Year 2015
Discussion		Sign Ordinance Zoning Ordinance
Public Comment II		Any person wishing to address the Mayor and Council at this time will be allowed a maximum of three minutes for his or her comments.
Mayor/Council/Administrative Reports		
Executive Session:	Resolution 2015-176	Contract Negotiations – Shared Services (Various – Police/Dispatch/Court) (Action will not be taken following executive session)
Adjournment		

**Meeting Minutes
Hightstown Borough Council
Workshop Meeting
May 4, 2015
7:00 p.m.**

The meeting was called to order by Mayor Quattrone at 7:03 p.m. and he read the Open Public Meetings Act statement which stated, "Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was sent to the *Trenton Times* and the *Windsor-Hights Herald*, and is posted in the Borough Clerk's office."

The flag salute followed Roll Call.

	PRESENT	ABSENT
<i>Councilmember Bluth</i>	✓	
<i>Councilmember Hansen</i>	✓	
<i>Councilmember Kurs</i>	✓	
<i>Councilmember Misiura</i>	✓	
<i>Councilmember Montferrat</i>	✓	
<i>Councilmember Stults</i>	✓	
<i>Mayor Quattrone</i>	✓	

Also in attendance: Margaret Riggio, Deputy Borough Clerk; Henry Underhill, Borough Administrator; Fred Raffetto, Borough Attorney.

Approval of Agenda

Mayor Quattrone requested that the minutes from the March 25 and March 30, 2015 Budget Meetings be removed. Both sets of said minutes were previously voted upon and were left on the agenda in error.

Councilmember Misiura requested that the topic of signs in the commercial highway district be added to the discussion items.

Councilmember Kurs requested that the topic of "Click it or Ticket" be added to the discussion items.

Councilmember Kurs moved the agenda for approval as amended; Council President Hansen seconded.

Roll Call Vote: Councilmembers Bluth, Hansen, Kurs, Misiura, Montferrat and Stults voted yes.

Agenda approved as amended 6-0.

Public Comment Period I

Mayor Quattrone opened public comment period I and the following individuals spoke:

Walter Sikorski, 326 North Main Street – Spoke about police outsourcing. Stated that Hightstown has been trying to outsource the police department for 7 1/3 years. It's time for Hightstown to set a deadline to end negotiations. He did not receive any confidential information from anyone. This is all his own thoughts.

Phyllis Deal, 305 Stockton Street – Stated that she was very surprised of about the lack of police presence during the town wide garage sale on May 2nd. Went on to say that there is a lack of police presence on Stockton Street normally.

Lynn Woods, 315 Park Avenue – Questioned the discussion about the decorum at meetings ordinance. There is already a resolution in place; that needs to be enforced. She also asked for clarification about what is meant by "out of turn". She doesn't understand why some people are reprimanded at meetings while others are not. Regarding executive session, she stated that general questions can be answered in public session. She ended by questioning if any research is being done by Council regarding the police outsourcing.

Ken Hitchner, 450 South Main Street – Congratulated Council for their accomplishments thus far. Would like to see a crossing strip at end of the island on Main Street so people can cross from Memorial Parking Lot to 12 Farms Restaurant and other business on that end of the street. Look at Allentown and Princeton, they have crossing strips all through town. Also spoke about communication with the residents. Complimented the Borough Website. Would like to see a quarterly report sent to residents about what has been done, what is being done and what has been tabled. Communication needs to be better.

Doug Mair, 536 South Main Street – Spoke about Freedom of Speech. When the mayor goes on record to suggest that a decorum be established or revised because councilmembers are being singled out is preposterous. The spirit of Resolution 2013-52 was to provide additional weight to Roberts Rules of Order. It was not meant to remove ones rights. This is why it is imperative to have the Borough Attorney at every meeting for legal clarification.

Rob Thibault, 504 South Main Street – Commented about the roads being closed on May 2nd because of a parade/protest. Questioned if the Borough knew about the parade, why wasn't the public notified. Asked if the group sponsoring the event received the proper park and parade permits and why insurance was waived. Claimed that this was a double standard. Ended by stating that the decorum ordinance was an insult to residents.

Eugene Sarafin, 628 South Main Street – Stated that there is nothing confidential. People talk. Urged Council to stop negotiations with East Windsor. If an agreement is made with East Windsor for police outsourcing, he will demand a recall of the elected officials of Hightstown.

Scott Caster, 12 Clover Lane – Complimented Mayor Quattrone on how he represents Hightstown. Urged Council to please stop negotiating with East Windsor, it's been going on for too many years. Pointed out that the Housing Authority needs to be cleaned up.

There being no further comments, Mayor Quattrone closed the public comment period.

Ordinances

2015-08 Final Reading and Public Hearing – An Ordinance Amending and Supplementing Chapter 7, Entitled “Traffic,” Subsection 7-37-1, Entitled “Regulation for the Movement and the Parking of Traffic on Municipal Property and Board of Education Property” to the “Revised General Ordinances of the Borough of Hightstown, New Jersey”

Mayor Quattrone opened the Public Hearing on Ordinance 2015-08 and the following individuals spoke:

Eugene Sarafin, 628 South Main Street – Stated that he thinks this ordinance is a good idea.

Scott Caster, 12 Clover Lane – Thank you for addressing this issue. There needs to be stronger enforcement regarding parking downtown.

Doug Mair, 536 South Main Street – Asked if the Clerk or Deputy Clerk could please fix the typo in the Ordinance Title.

There being no further comments, Mayor Quattrone closed the Public Hearing.

Councilmember Kurs moved Ordinance 2015-08 for adoption. Councilmember Bluth seconded.

Roll Call Vote: Councilmembers Bluth, Hansen, Kurs, Misiura, Montferrat and Stults voted yes.

Ordinance adopted 6-0.

Ordinance 2015-08

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, ENTITLED “TRAFFIC;” SUB-SECTION 7-37-1, ENTITLED “REGULATION FOR THE MOVEMENT AND THE PARKING OF TRAFFIC ON MUNICIPAL PROPERTY AND BOARD OF EDUCATION PROPERTY” TO THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY.”

WHEREAS, the Police Department has determined that amendments are needed to Chapter 7, Sub-Section 7-37-1 of the Revised General Ordinances of the Borough of Hightstown.

NOW, THEREFORE, BE IT ORDAINED, by the Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, as follows:

Section 1. That Chapter 7, entitled “Traffic,” Sub-Section 7-37-1, entitled “Regulation for the Movement and the Parking of Traffic on Municipal Property and Board of Education Property” of the Revised General Ordinances of the Borough of Hightstown, is hereby amended to read (deletions are shown as ~~cross-outs~~ and additions are shown with underline):

Subsection 7-37-1 Regulation for the Movement and the Parking of Traffic on Municipal Property and Board of Education Property.

a. **Definitions.**

“Site Plan” shall be defined as the site plan dated March 4, 2002, which is on file in the office of the Borough Clerk and which depicts the Borough of Hightstown’s Main Street and Stockton Street parking lots.

“Main Street lot” is the municipal parking lot located at Block 28, Lot 56 in the Borough of Hightstown.

“Stockton Street lot” is the municipal parking lot located at Block 33, Lots 1, 11, 12, 33 and 35 in the Borough of Hightstown.

“Lot ‘A’” is that portion of the Stockton Street parking lot delineated as such by the New Jersey Department of Transportation on the site plan prepared by Carmela Santaniello, Borough Engineer as of July 28, 2004 and marked up by the NJDOT (Mark A. Hiestand) on July 15, 2005, which plan is on file in the office of the Borough Clerk.

“Lot ‘B’” is that portion of the Stockton Street parking lot delineated as such by the New Jersey Department of Transportation on the site plan prepared by Carmela Santaniello, Borough Engineer as of July 28, 2004 and marked up by the NJDOT (Mark A. Hiestand) on July 15, 2005, which plan is on file in the office of the Borough Clerk.

“Lot ‘C’” is that portion of the Stockton Street parking lot delineated as such by the New Jersey Department of Transportation on the site plan prepared by Carmela Santaniello, Borough Engineer as of July 28, 2004 and marked up by the NJDOT (Mark A. Hiestand) on July 15, 2005, which plan is on file in the office of the Borough Clerk.

“Lot ‘D’” is that portion of the Stockton Street parking lot delineated as such by the New Jersey Department of Transportation on the site plan prepared by Carmela Santaniello, Borough Engineer as of July 28, 2004 and marked up by the NJDOT (Mark A. Hiestand) on July 15, 2005, which plan is on file in the office of the Borough Clerk.

“Lot ‘E’” is that portion of the Stockton Street parking lot delineated as such by the New Jersey Department of Transportation on the site plan prepared by Carmela Santaniello, Borough Engineer as of July 28, 2004 and marked up by the NJDOT (Mark A. Hiestand) on July 15, 2005, which plan is on file in the office of the Borough Clerk.

“Road ‘A’” is that portion of the Stockton Street parking lot delineated as such by the New Jersey

Department of Transportation on the site plan prepared by Carmela Santaniello, Borough Engineer as of July 28, 2004 and marked up by the NJDOT (Mark A. Hiestand) on July 15, 2005, which plan is on file in the office of the Borough Clerk.

“Road ‘B’” is that portion of the Stockton Street parking lot delineated as such by the New Jersey Department of Transportation on the site plan prepared by Carmela Santaniello, Borough Engineer as of July 28, 2004 and marked up by the NJDOT (Mark A. Hiestand) on July 15, 2005, which plan is on file in the office of the Borough Clerk.

“Road ‘C’” ” is that portion of the Stockton Street parking lot delineated as such by the New Jersey Department of Transportation on the site plan prepared by Carmela Santaniello, Borough Engineer as of July 28, 2004 and marked up by the NJDOT (Mark A. Hiestand) on July 15, 2005, which plan is on file in the office of the Borough Clerk.

b. **General Parking.**

All vehicles must park in designated areas and between the lines provided upon any of the properties or parts of properties described below.

Property
1. Main Street lot
2. Stockton Street lot

c. **Time Limit Parking.**

No person shall park a vehicle for longer than the time limit upon any of the parking lots or parts of parking lots described below between the hours of 7 a.m. and 7 p.m. Mondays thru Saturdays, except holidays:

Name of Street	Sides	Hours	Location
Main Street lot	All	4	As indicated on the site plan
Stockton Street lot:			
Lot “A”	North and South	4	As indicated on the site plan
Lot “C”	East and West	4	As indicated on the site plan
Lot “D”	North and South	4	As indicated on the site plan

d. **Permit Parking.**

No person shall park a vehicle at the below-described locations unless said vehicle shall have a valid permit displayed. Said permit shall have been issued in accordance with the provisions of Section 7-37.1(h) herein.

Name of Street	Sides	Hours	Location
Stockton Street lot – Lot “E”	South	All	As indicated on the site plan
Stockton Street lot – Lot “B”	South	All	As indicated on the site plan

e. **Handicapped Parking.**

In accordance with the provisions of N.J.S.A. 39:4-197, handicapped parking spaces are designated on municipal and board of education property as described below. Such spaces are for use by persons who have been issued special identification cards, plates or placards issued by the Division of Motor Vehicles, or a temporary placard issued by the Chief of Police. No other person shall be permitted to park in these spaces. All stalls shall be 12 feet wide and signed with the R7-8 and R7-8P (Reserved Parking Sign and Penalty Plate).

Property	Location
Main Street lot	As indicated on the site plan.
Stockton Street lot	As indicated on the site plan.

f. **Parking of Certain Trucks, Trailers and Vehicles Prohibited.**

No person shall park any vehicle over three (3) tons gross weight (GVW), a school bus, or any other type of bus, recreational vehicle, camper, boat or trailer between the hours specified upon any of the properties or parts of properties described below:

Property	Hours	Location
Main Street lot	All	Entire lot
Stockton Street lot	All	Entire lot

g. **Tow-Away Zones.**

Any vehicle parked or standing upon any of the properties or parts of properties described below so as to obstruct or impede a normal flow of traffic or block entrances or exit ways, loading zones, oil fills, any grassy area or pedestrian walkway, or to present in any way a safety or traffic hazard, may be removed by towing the vehicle at the owner's or operator's expense.

Property
1. Main Street lot
2. Stockton Street lot

h. **Stop Intersections.**

The following described intersections are hereby designated as Stop Intersections. Stop signs shall be installed as provided herein:

Intersection:	Stop sign on:	
Road "A" and Rogers Avenue	Road	"A"
Road "C" and Rogers Avenue	Road	"C"
Road "B" and Stockton Street	Road "B"	

i. **Speed Limits.**

The speed limit for both directions of traffic on all roadways in the parking lots shall be 15 m.p.h. Regulatory and warning signs shall be erected and maintained to effect the above designated speed limit authorized by the Department of Transportation.

k. **Loading Zones.**

The locations described below are hereby designated as Loading Zones. No person shall park a vehicle in said location during the time indicated other than for the loading or unloading of goods and materials.

Name of Street	Sides	Hours	Location
Stockton Street lot:			
Lot "A"	North	All	As indicated on the site plan
Lot "B"	East	All	As indicated on the site plan

1. **Mid Block Crosswalks.**

The following locations shall be established as Mid-Block Crosswalks:

Name of street	Location
Road "A"	As indicated on the site plan
Road "B"	As indicated on the site plan

All signing shall conform to the current edition of the Manual on Uniform Traffic Control Devices, pursuant to N.J.S.A. 39:4-198 and N.J.S.A. 39:4-183.27.

m. **Permits; Qualification; Issuance.**

A person seeking issuance of a parking permit for the Stockton Street lot shall file an application with the - office of Borough Clerk on forms provided by ~~her~~ the Borough Clerk.

1. *Qualification.* Permits shall be issued only to:

- a. Residents of Block 33 and residents of those lots situated in Block 23 which border Main Street.
- b. Owners of businesses located in Block 33 and in those lots situated in Block 23 which border Main Street.
- c. Employees of businesses located in Block 33 and in those lots situated in Block 23 which border Main Street.
- d. Owners of businesses located in Block 21.01 which have no onsite parking.
- e. Employees of businesses located in Block 21.01 which have no onsite parking.
- f. Residents of Block 21.01 which have no onsite parking.
- g. Owners of businesses located in Block 54.
- h. Employees of businesses located in Block 54.

Proof of eligibility shall be provided at the time of application, and shall consist of: for residents, a valid New Jersey driver's license showing address of residence; and for business owners or employees, a notarized statement by the business owner, on forms supplied by the Borough Clerk, attesting to eligibility of applicant. Owners and employees of industrial businesses shall not be eligible to obtain parking permits under this subsection.

Permits issued to owners or employees of businesses located in Block 54 shall be valid only in the permit parking area leased by the Borough, located at 105 South Main Street, and shall not be valid in the Stockton Street municipal parking lot.

2. *Permit Period.* Permits issued shall cover the period from the date of issuance through the following June 30, except that no permits issued shall expire before June 30, 2003.

3. *Contents.* The application shall contain the following information:

- a. The name, address and day and evening telephone numbers of the applicant.
- b. Proof of eligibility as detailed herein.

If, while the application is pending or during the term of any permit granted thereunder, there is any change that would alter the information given in the application, the applicant shall notify the Borough Clerk, in writing, within twenty-four (24) hours after such change.

4. *Fee.* The fee for parking permits in the Stockton Street lot shall be seventy-five (\$75.00) dollars per permit period and shall be paid at the filing of the application. Such fee shall be prorated on a monthly basis if application is made after the first month of the permit period and the monthly rate shall be charged for each month or partial month remaining in the permit period.

5. Regulation. The issued permit shall be conspicuously displayed in the vehicle, at the time of use of the appropriate parking lot. If the parking permit is not conspicuously displayed, the vehicle owner shall be found in violation of this ordinance.

n. **Enforcement.**

Parking regulations detailed herein shall be enforced by the Hightstown Police Department and any parking enforcement officers appointed by the Borough in accordance with *N.J.S.A. 40A:9-154.7*.

o. **Penalties.**

Unless another penalty is expressly provided for by New Jersey statute, every person convicted of a violation of this Ordinance or any supplement thereto shall be liable to a penalty of not more than ~~fifty nine~~ one hundred dollars (\$~~59~~100.00) or imprisonment for a term not exceeding fifteen (15) days, or both.

(Ord. No. 2002-03; Ord. No. 2003-20; Ord. No. 2003-24; Ord. No. 2004-24; Ord. No. 2006-04; Ord. No. 2006-12; Ord. No. 2006-26; Ord. No. 2008-03; Ord. No. 2008-20)

Section 3. Severability. If any sentence, paragraph or section of this Ordinance, or the application thereof to any persons or circumstances shall be adjudged by a court of competent jurisdiction to be invalid, or if by legislative action any sentence, paragraph or section of this Ordinance shall lose its force and effect, such judgment or action shall not affect, impair or void the remainder of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective immediately upon final passage and publication in accordance with the law.

Section 4. Repealer. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

2015-09 Final Reading and Public Hearing – An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.14)

Mayor Quattrone opened the Public Hearing for Ordinance 2015-09 and the following individuals spoke:

Scott Caster, 12 Clover Lane – Asked if they could direct questions to George Lang, CFO, when he arrived at the meeting.

Eugene Sarafin, 628 South Main Street – Asked for an explanation of the Cap Bank

Henry Underhill, Administrator – Every year there is a 1.5% cap on the budget increase with the ability to go to a 3.5% cap if you pass this ordinance. We don't need the 2% but if we pass this now, we have the ability to use that 2% should the need arise.

Doug Mair, 536 South Main Street – Stated that this public hearing should have waited until George Lang, CFO was present at the meeting. The Administrator explained the ordinance and now he is more confused than before the explanation. Commented that he does not think we should adopt this “just in case”.

There being no further comment at this time, Mayor Quattrone adjourned the public hearing until George Lane, CFO, arrived to answer questions.

Resolutions

Resolution 2015-122 Authorizing Payment of Bills

Council President Hansen moved Resolution 2015-122; Councilmember Stults seconded.

Roll Call Vote: Councilmembers Bluth, Hansen, Kurs, Misiura, Montferrat and Stults voted yes.

Resolution adopted 6-0.

Resolution 2015-122
BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING PAYMENT OF BILLS

WHEREAS, certain bills are due and payable as per itemized claims listed on the following schedules, which are made a part of the minutes of this meeting as a supplemental record;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the bills be paid on audit and approval of the Borough Administrator, the appropriate Department Head and the Treasurer in the amount of \$211,212.72 from the following accounts:

Current	\$131,797.24
W/S Operating	67,502.32
General Capital	2,155.00
Water/Sewer Capital	0.00
Grant	0.00
Trust	3,041.55
Housing Trust	337.50
Animal Control	0.00
Law Enforcement Trust	0.00
Housing Rehab Loans	2,790.00
Unemployment Trust	0.00
Escrow	<u>3,589.11</u>
 Total	 <u>\$211,212.72</u>

2015-123 Authorizing the Borough of Hightstown to Hire One New Full-Time Regular Police Officer

Councilmember Kurs commented about the Hiring of Ryan Buck. Mr. Kurs explained that Officer Niro will be retiring at the end of May and the police department will be down officers. Mr. Buck is currently a Class II Officer in Hightstown and he will be a good fit in the Department.

Henry Underhill, Administrator, informed Council that even with the hiring of Mr. Buck, the police department is still down 1 officer.

Councilmember Kurs moved Resolution 2015-123; Council President Stults seconded.

Roll Call Vote: Councilmember Bluth, Hansen, Kurs, Misiura, Montferrat and Stults voted yes.

Resolution adopted 6-0.

Resolution 2015-123
BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

**AUTHORIZING THE BOROUGH OF HIGHTSTOWN TO HIRE ONE NEW FULL-TIME REGULAR
POLICE OFFICER**

WHEREAS, due to the retirement of an Officer, and in order to maintain the health, safety and welfare of the public at large, the Hightstown Borough Council has determined that it is necessary to hire a rank and file police officer for the Borough; and

WHEREAS, Section 2-19.7 of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” governs the procedure relating to application for, and appointment to, the position of police officer of any rank within the Borough; and

WHEREAS, pursuant to Subsection 2-19.7(b), the Lieutenant has recommended that the Borough Council appoint Ryan S. Buck, of Tinton Falls, New Jersey as a Hightstown Borough Police Officer; and

WHEREAS, appointee Ryan S. Buck is a certified Class II officer who will require a waiver issued by the New Jersey Police Training Commission (“PTC”); and

WHEREAS, a PTC waiver is issued to officers who have graduated from a PTC approved academy and who only require a few courses of instruction for full certification; and

WHEREAS, it is the intention of the Borough that appointee Buck shall be enrolled in said Academy to commence with courses of instruction as soon as possible; and

WHEREAS, the employment of appointee Buck shall be conditioned upon his passing all applicable Borough requirements; and

WHEREAS, the employment of appointee Buck shall additionally be conditioned upon qualifying for PTC waivers, as indicated above; and

WHEREAS, the employment of appointee shall additionally be conditioned upon appointee Buck executing the Hightstown Borough Police Department Employment and Payment Reimbursement Agreement; and

WHEREAS, the Hightstown Borough Council believes that the hiring of the new police officer as referenced above is in the best interests of the health, safety and welfare of the Borough’s residents.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, as follows:

1. That the individual referenced above is hereby appointed to serve as full-time regular police officer for the Borough of Hightstown, contingent upon the conditions set forth in this Resolution.
2. That the employment of the new officer shall be conditioned upon passing all applicable Borough requirements.
3. That the employment of appointee Buck shall additionally be conditioned upon his qualifying for PTC waivers, as indicated above.
4. That the employment of appointee Buck shall additionally be conditioned upon appointee Buck executing the Hightstown Borough Police Department Employment and Payment Reimbursement Agreement.
5. That all other terms and conditions of employment relating to the new hire shall be as set forth in the existing FOP Agreement.
6. That all appropriate Borough officials are hereby authorized and directed to take all appropriate actions in furtherance of the intentions set forth in this Resolution.
7. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Appointee Ryan S. Buck;
 - b. Lieutenant Frank Gendron;
 - c. Police Commissioner Seth Kurs;

- d. Elizabeth Garcia, Esq., Borough Labor Counsel; and
- e. Frederick C. Raffetto, Esq., Borough Attorney.

2015-124 Rescinding the Award of Chemicals for Main Pool & Chemical Co., Inc. as Non-Responsive

Council President moved Resolution 2015-124; Councilmember Bluth seconded.

Roll Call Vote: Councilmembers Bluth, Hansen, Kurs, Misiura, Montferrat and Stults voted yes.

Resolution adopted 6-0.

Resolution 2015-124

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**RESCINDING THE AWARD OF CHEMICALS FOR MAIN POOL &
CHEMICAL CO., INC AS NON-RESPONSIVE**

WHEREAS, at the meeting of January 20, 2015 the Borough Council awarded the following chemical contracts to Main Pool and Chemical Co., Inc. of Dupont, Pennsylvania:

Bactericide (Resolution 2015-31)	Calcium Hypochlorite (Resolution 2015-32)
Fluorosilicic Acid (Resolution 2015-33)	Ice Melt (Resolution 2015-35)
Sodium Bicarbonate (Resolution 2015-39)	Sodium Bisulfite (Resolution 2015-40)

; and

WHEREAS, Main Pool & Chemical Co., Inc. has neglected to returned the executed agreement, performance bond and insurance certificate as required pursuant to the bid specifications and Local Public Contract Law; and

WHEREAS, the Borough Engineer and Purchasing Agent have recommended that all the resolutions awarding contracts as noted above be rescinded and award the contracts to the second lowest bidder for each; and

WHEREAS, the Borough Engineer has also recommended that the Borough recover the difference in chemical costs between Main Pool & Chemical Co., Inc. and the second lowest bidder by making a claim on their bid bond.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, as follows:

1. That all awarded contracts for the purchase of chemicals to Main Pool & Chemical Co., Inc. as set forth in this Resolution are hereby rescinded.
2. That the Borough shall make claim against the Main Pool & Chemical Co., Inc. bid bond.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Main Pool & Chemical Co., Inc.;
 - b. Frederick C. Raffetto, Esq., Borough Attorney;
 - c. Carmela Roberts, Borough Engineer.

2015-125 Awarding Contracts for Various Chemicals – Univar USA, Inc.

Councilmember Montferrat moved Resolution 2015-125; Councilmember Bluth seconded.

Roll Call Vote: Councilmembers Bluth, Hansen, Kurs, Misiura, Montferrat and Stults voted yes.

Resolution adopted 6-0.

Resolution 2015-125
BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AWARDING CONTRACTS FOR VARIOUS CHEMICALS – UNIVAR USA, INC.

WHEREAS, bids were received on December 30, 2014 for various chemicals for the Water Treatment Plant and Advanced Waste Water Treatment Plant in Hightstown Borough; and

WHEREAS, several bids were awarded to Main Pool & Chemical Co., Inc. on January 20, 2015 with said contract to be effective February 1, 2015; and

WHEREAS, Main Pool & Chemical Company, Inc. neglected to return the contract and performance bond causing the Borough Council to rescind the contracts as non-responsive; and

WHEREAS, it is the recommendation of the Borough Engineer that the following chemicals be awarded to Univar USA, Inc. for the period remaining on the contracts as noted in the original bid specifications:

<u>CHEMICAL</u>	<u>COST</u>	<u>CONTRACT AMT.</u>
Fluorosilic Acid	\$6.49 per gallon	\$24,013.00
Sodium Bicarbonate	\$0.355 per pound	\$86,797.50
Sodium Bisulfite	\$1.14 per pound	\$ 752.40
Bactericide	\$4.15 per pound	\$ 4,980.00

; and

WHEREAS, funds will be made available in the 2015 and 2016 budgets for said expenditure;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that contracts for the chemicals as noted herein are hereby awarded to Univar USA, Inc. of Middletown, Pennsylvania effective immediately.

2015-126 Awarding a Contract for Calcium Hypochlorite – George S. Coyne Chemical Co., Inc.

Council President Hansen commented that the Resolution 2015-126 did not state the contract price and asked that the resolution be amended to include the total contract price.

Councilmember Bluth moved to amend Resolution 2015-126 to include the contract price; Councilmember Montferrat seconded.

Roll Call Vote: Councilmembers Bluth, Hansen, Kurs, Misiura, Montferrat and Stults voted yes.

Resolution amended 6-0.

Councilmember Bluth moved Resolution 2015-126; Councilmember Montferrat seconded.

Roll Call Vote: Councilmembers Bluth, Hansen, Kurs, Misiura, Montferrat and Stults voted yes.

Resolution adopted 6-0.

Resolution 2015-126
BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

**AWARDING A CONTRACT FOR CALCIUM HYPOCHLORITE – GEORGE S. COYNE
CHEMICAL CO., INC.**

WHEREAS, bids were received on December 30, 2014 for Calcium Hypochlorite for the Water Treatment Plant and Advanced Waste Water Treatment Plant in Hightstown Borough; and

WHEREAS, the contract was awarded to Main Pool & Chemical Co., Inc. on January 20, 2015 with said contract to be effective February 1, 2015; and

WHEREAS, Main Pool & Chemical Company, Inc. neglected to return the contract and performance bond causing the Borough Council to rescind the contract as non-responsive; and

WHEREAS, it is the recommendation of the Borough Engineer that the contract for Calcium Hypochlorite be awarded to George S. Coyne Chemical Co., Inc. for the period remaining on the contracts as noted in the original bid specifications at a cost of \$2.0588 per pound, for a total contract in the amount of \$2,985.26; and

WHEREAS, funds will be made available in the 2015 and 2016 budgets for said expenditure;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that contracts for Calcium Hypochlorite as noted herein is hereby awarded to George S. Coyne Chemical Co., Inc. of Croydon, Pennsylvania effective immediately.

2015-127 Recognizing Municipal Clerks' Week (May 3 – May 9, 2015)

Councilmember Misiura moved Resolution 2015-127; Council President Hansen seconded.

Roll Call Vote: Councilmembers Bluth, Hansen, Kurs, Misiura, Montferrat and Stults voted yes.

Resolution adopted 6-0.

Resolution 2015-127

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**RECOGNIZING MUNICIPAL CLERKS' WEEK
MAY 3 – 9, 2015**

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government that exists throughout the world; and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

Whereas, The Municipal Clerk serves as the information center on functions of local government and community; and

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, county and international professional organizations; and

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, Be It Resolved by the Mayor and Borough Council of Hightstown Borough that we recognize the week of May 3 through May 9, 2015, as Municipal Clerks' Week, and further extend appreciation to our Municipal Clerk, Debra L. Sopronyi and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Discussion

Fire Truck

Henry Underhill, Administrator – Gave an update on the purchase of the new ladder truck. He has been working with Mike Sheehan and the Fire Department on the purchase. He informed Council that a new truck would take approximately 1 year to build. At this point, Mr. Underhill asked Mike Sheehan to come forward to give a more detailed update.

Mike Sheehan – Reported that the old truck is still working but is 25 years old and in need of repairs often. Just recently, the door latch broke and had to be repaired. According to FPA standards, any truck built before 1991 should be out of service. The current truck far exceeds that recommendation. Most repairs are done in-house when possible. He stated that the truck is becoming a hazard is very close to being sidelined.

Councilmember Misiura – Stated that according to NFPA standards, anything older than 15 years should not be refurbished. He also commented that the fire department found a truck less expensive than originally thought.

Councilmember Kurs – Stated that replacement of the truck is the only option. He went on to thank the Fire Department for all of their work and the information they provided.

Henry Underhill, Borough Administrator – Explained that we have the money budgeted for the down payment and we should move forward with the bond ordinance. He went on to say that, George Lang, CFO, informed him that if the bond ordinance is introduced on May 18th, it can be adopted in June and the funds would be available in July. He finished by saying that a grant cannot be applied for after a bond ordinance is introduced.

Councilmember Kurs – Stated that a grant for a new ladder truck is a long shot and the fire department is better off trying to get grants for equipment. There is a grant application in process for equipment at the moment.

Council President Hansen – Asked what would happen if the current fire truck needs to be sidelined before the new truck is ready? It was answered that we would need to rely on Mutual Aid.

RISE – Application for Park Use 7/11/15 – Memorial Park & Parking Lot

Councilmember Montferrat - Advised that RISE was planning on sponsoring a Latino Festival on July 11, 2015 from 10 a.m. – 6 p.m. they were submitting an application to Parks and Rec for use of Memorial Park and are asking Council to grant permission to close and use Memorial Parking lot for the event. Councilmember Montferrat recommends that Council adopt a resolution granting such permission.

There was discussion regarding Council's reservations about closing the parking lot. This parking lot serves the downtown businesses; if the lot were to be closed for the festival, business owners would need to be advised in advance. It was suggested that someone reach out to the businesses downtown go get their opinions about closing the parking lot. Another concern brought up was overflow parking. It was suggested that someone reach out to St. Anthony's to inquire about using their parking lot for the overflow.

It was decided that further discussion was needed before Council could grant permission for the use of Memorial Parking Lot. Further discussion would take place at the May 18, 2015 Council Meeting.

Decorum at Council Meetings Ordinance

There was discussion about having an ordinance in place that would establish guidelines for conduct at Borough Council Meetings.

Henry Underhill, Borough Administrator – Explained that if an ordinance is put into place, it is permanent while a resolution needs to be adopted every year. The verbiage that is being considered is the same as Resolution 2013-52; we are not looking to curtail the public's Freedom of Speech.

Fred Raffetto, Borough Attorney – Reiterated the difference between adopting an ordinance or resolution. He advised that if Council chooses to adopt the guidelines as a resolution, that the decorum resolution be adopted yearly at The Borough Council's Reorganization Meeting.

Councilmember Stults – Commented that he feels there is no need to address or change the guidelines. The public has a right to voice their opinions at a public meeting.

Councilmember Kurs – Supports the guidelines so that everyone knows what is expected of them. With guidelines in place open and clear communication can be had by all.

Council President Hansen – Stated that she supports the guidelines being renewed as a resolution or adopted as an ordinance. Went on to state that the public needs to address Council as a whole, not the Mayor or individual members.

Councilmember Misiura – Stated that in looking at Resolution 2013-52, he feels we do that anyway. He has no objection with supporting this. He finished by saying that an ordinance would be better than a resolution so it does not get overlooked.

Councilmember Montferrat – Commented that he agrees with Councilmember Misiura.

Councilmember Bluth – Commented that she doesn't need a list of rules to know how to behave.

After further discussion, it was decided that a resolution for adopting guidelines at a meeting would be placed on the agenda for the May 18, 2015 meeting.

Park Use Ordinance (Park Cleanup, Insurance Requirements, Application)

Mayor Quattrone opened the discussion regarding park use. He discussed the impact that use of the parks have on our Public Works Department and the insurance and application requirements currently in place.

Councilmember Bluth – Stated that the Parks and Rec Commission would like to see clearer verbiage about the insurance requirements and would like to make the insurance requirements mandatory for all applicants.

Fred Raffetto, Borough Attorney – Stated that there would be no problem requiring insurance for everyone.

After further discussion, it was decided that Mr. Underhill and Mr. Raffetto, would look into revising the current park use ordinance and application.

Grant Writer

Henry Underhill, Borough Administrator – Informed Council that the Borough Clerk and he interviewed several Grant Writing firms before making their recommendation. It is their recommendation that a contract be awarded to Triad Associates. This decision is based on Triad's track record and cost effective approach.

Councilmember Stults – Commented that he like Triad's letter. He feels that we need to be more proactive and go after grants that are available.

Councilmember Bluth – Stated that she is impressed with Triad's professionalism and likes the fact that there is no retainer fee and research for available grants are done at no extra cost.

Councilmember Montferrat – Stated that he has seen Triad's work firsthand and feels that they will do a good job for Hightstown.

Councilmember Misiura – Stated that he likes Triad's depth and versatility. We did budget for this so we should go ahead with the contract.

Council President Hansen – Commented that Triad looked like the best of all 3 firms interviewed and thinks this is a good idea.

Councilmember Kurs – Stated that he agrees with our professionals.

It was decided that a resolution authorizing a contract with Triad Associates be placed on the agenda for May 18, 2015.

2015-09 Final Reading and Public Hearing – An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.14)

At this time, George Lang, CFO, was present at the meeting.

Mayor Quattrone re-opened the Public Hearing for Ordinance 2015-09 and the following individuals spoke:

George Lang, CFO – Explained the Local Government Cap Law. He went on to explain that just because we are putting this ordinance in place does not mean that we will use it. This protects against the unexpected. We have not had to use this in the last several years. He also explained that 95% of the municipalities in the State adopt this ordinance. In his recommendation, Council should adopt this ordinance.

Doug Mair, 536 South Main Street – Stated that this sounds like a credit card. The problem with that is it gives the Borough the opportunity to spend unwisely.

Mr. Lang replied by stating that comparing this to a credit card is not a good comparison. By not adopting this ordinance, we are tying the hands of the Borough if an emergency arises.

Scott Caster, 12 Clover Lane – Stated that he feels this is like a line of credit and we would need to spend it wisely.

Jeff Peters, 113 Park Way – Pointed out that the downside of not adopting this ordinance is that if an emergency arises, we would need to go to referendum, which would cost the Borough more money. He supports this ordinance.

Eugene Sarafin, 628 South Main Street – Thanked Mr. Peters for clearing up the confusion on this ordinance.

Councilmember Misiura moved Ordinance 2015-09 for adoption; Councilmember Stults seconded.

Roll Call Vote: Councilmembers Bluth, Hansen, Kurs, Misiura, Montferrat and Stults voted yes.

Ordinance adopted 6-0.

Ordinance 2015-09
BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, *N.J.S. 40A: 4-45.1 et seq.*, provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 1.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, *N.J.S.A. 40A: 4-45.15a* provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Mayor and Council of the Borough of Hightstown in the County of Mercer finds it advisable and necessary to increase its CY 2015 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Mayor and Council hereby determine that a 2.0% increase in the budget for said year, amounting to \$107,540.60 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Mayor and Council hereby determine that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Mayor and Council of the Borough of Hightstown, in the County of Mercer, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2015 budget year, the final appropriations of the Borough of Hightstown shall, in accordance with this ordinance and *N.J.S.A. 40A: 4-45.14*, be increased by 3.5%, amounting to \$188,196.05, and that the CY 2015 municipal budget for the Borough of Hightstown be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, be filed with said Director within 5 days after such adoption.

Support Assembly Bill A-4325 – Transparent Tax Act of 2015

George Lang, CFO – Explained that this is regarding tax appeals. Taxes are broken down into school, county and municipal taxes. When tax appeals are filed during the year, we have to refund not only our portion but the school portion and the county portion. We do get a credit for the county portion. This bill is trying to divide up the tax appeals between the school and town so the town does not have the burden of paying the tax appeal. He stated his concern regarding this is, right now when an assessment is added to a property the Borough gets the entire amount, we do not have to pay school and county a portion. Went on to state that his fear is eventually we would need to pay the schools and the county their portion of the added assessment.

Councilmember Bluth – Stated that several years ago, we got hit very hard with tax appeals.

Henry Underhill, Borough Administrator – Stated that the Borough receives more appeals than added assessments. We have appeals every year. Went on to state that he feels that sending 2 tax bills would be confusing to residents and more work for the staff.

It was pointed out that this was just to support the bill and that municipalities will not be required to send out 2 tax bills.

After further discussion, it was decided that a resolution supporting this bill will be placed on the Agenda for the May 18, 2015 meeting.

Residential Maintenance on Foreclosed Properties

There was discussion regarding maintenance on foreclosed properties in the Borough with the question of holding the banks responsible for maintenance. East Windsor has just recently passed an ordinance addressing this issue.

After further discussion and review of East Windsor's ordinance, it was decided that we would move forward with our own ordinance replicating East Windsor's ordinance. This ordinance would be introduced at the May 18, 2015 meeting.

Signs in the Business Highway District

There was discussion regarding signs in the Business Highway District in town. At present time, banners, flags and "sail" signs are prohibited.

Councilmember Stults – commented that Planning Board already has a sub-committee looking into to this. He feels the different parts of town should have different requirements.

After further discussion, it was decided that this matter should be referred to the Planning Board for their recommendation.

Resolution 2015-128 Requesting the Hightstown Planning Board to Review the Borough Code Regarding Signage in the Highway Commercial Zone of Hightstown Borough

Councilmember Bluth moved Resolution 2015-128; Councilmember Stults seconded.

Roll Call Vote: Councilmembers Bluth, Hansen, Kurs, Misiura, Montferrat and Stults voted yes.

Resolution adopted 6-0.

Resolution 2015-128
BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

**REQUESTING THE HIGHTSTOWN PLANNING BOARD TO REVIEW THE BOROUGH CODE
 REGARDING SIGNAGE IN THE HIGHWAY COMMERCIAL ZONE OF HIGHTSTOWN
 BOROUGH**

WHEREAS, the Borough Council has discussed signage in the Highway Commercial Zone of the Borough; and

WHEREAS, the Borough Council would like the Hightstown Planning Board to review and suggest changes to signage regulations in this zone that would benefit businesses, but not undermine The Borough's Zoning Plan or quality of life.

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Borough Clerk is hereby directed to submit this request for review of signage in the Highway Commercial Zone of Hightstown Borough to the Hightstown Planning Board for recommendation.

Click it or Ticket Grant

Councilmember Kurs explained the *Click it or Ticket* seatbelt mobilization from May 18 – May 31, 2015. He has spoken to Lt. Gendron and was informed that any money spend for this mobilization would be limited to whatever money was received from the Grant. The Borough would have no out of pocket expenses. Based on this information, he is comfortable recommending we move forward with the *Click it or Ticket* grant application.

Resolution 2015-129 Supporting the Click it or Ticket Mobilization of May 18 – May 31, 2015

Councilmember Montferrat moved Resolution 2015-129; Councilmember Stults seconded.

Roll Call Vote – Councilmember Bluth, Hansen, Kurs, Misiura, Montferrat, and Stults voted yes.

Resolution adopted 6-0.

Resolution 2015-129
BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

**SUPPORTING THE CLICK IT OR TICKET
 MOBILIZATION OF MAY 18 – MAY 31, 2015**

Whereas, there were 556 motor vehicle fatalities in New Jersey in 2014; and

Whereas, a large percentage of the motor vehicle occupants killed in traffic crashes were not wearing a seat belt; and

Whereas, use of a seat belt remains the most effective way to avoid death or serious injury in a motor vehicle crash; and

Whereas, the National Highway Traffic Safety Administration estimates that 135,000 lives were saved by safety belt usage nationally between 1975-2000; and

Whereas, the State of New Jersey will participate in the nationwide *Click It or Ticket* seat belt mobilization from May 18 – May 31, 2015 in an effort to raise awareness and increase seat belt usage through a combination of enforcement and education; and

Whereas, the Division of Highway Traffic Safety has set a goal of increasing the seat belt usage rate in the state from the current level of 88% to 90% and

Whereas, a further increase in seat belt usage in New Jersey will save lives on our roadways;

NOW THEREFORE BE IT REOSOLVED that the Mayor and Council of Hightstown Borough declares its support for the *Click It or Ticket* seat belt mobilization both locally and nationally from May 18 – May 31, 2015 and pledges to increase awareness of the mobilization and the benefits of seat belt use.

Jerry Riccardi, JCP&L

Mr. Riccardi from JCP&L informed residents about receiving updates on power outages. Residents may sign up for updates about when outages occur in town. Updates will continue until all power is restored. The Administrator, Mayor and Council may be added to receive updates if they request. Residents may go to www.firstenergycorp.com to receive more information.

Public Comment Period II

Mayor Quattrone opened the public comment period II and the following individuals spoke:

Lynn Woods, 315 Park Avenue – Thanked Councilmember Stults for his comments and addressing residents concerns. Stated that she thinks the Mayor is doing a wonderful job. Informed Council that the grass is very high at 569 North Main Street and would like a code enforcement officer to look at it. In regards to Officer Marchione, she stated that the hearing is over and an update is in order. Asked when we would receive the reports. Finished by stating that Officer Marchione has been suspended for 2 years and a decision needs to be made one way or another.

Joanna Jackson, 149 North Academy Street – Stated that we should support downtown businesses. Regarding the Latino Festival she suggested that someone reach out to the churches in town to inquire if their parking lots could be used for overflow parking. If business owners were notified in advance about the festival they would probably be ok with the parking lot being closed. She continued by stating that social media would be a good way to communicate with the public. She ended by suggesting that the meeting minutes be translated into Spanish for the Latino residents.

Scott Caster, 12 Clover Lane – Stated that he appreciated the Councilmembers who said that they did not need a set of rules to follow at council meeting. He went on to state that Council has no link to the businesses downtown. They need to communicate better with business owners not just notify them what is going on.

Tori Watkins, 68 Meadow Road – Regarding the Latino Festival, he commended Council for their due diligence. He continued by stating that he is disappointed that Council will not approve the use of the Parking Lot for this event. Saturday afternoons in downtown are empty and closing the parking lot would be harmless.

Doug Mair 536 South Main Street – Regarding the Fire Truck, he spoke of the safety hazards and the length of time it would take to build the new truck. Asked why we would wait to move forward on this. This is something that should be started on now. Regarding the CAP Bank Ordinance, he stated that he still does not agree with it, but he thanked Council and the CFO for the discussion and answers to the public's questions. Continued by thanking Councilmember Stults for showing what a standup politician should be. Concluded by stating that he has issues with the Culture Fair; are streets going to be shut down, will there be a police presence, who will be paying for the police? These are all questions that need to be answered before approval is given for this event.

Eugene Sarafin, 628 South Main Street – Stated that the ordinance for decorum should be passed. Continued by commenting that Council is trying to solve problems that do not exist.

There being no further comments, Mayor Quattrone closed public comment period II.

Council/Mayor/Administrative Reports

Councilmember Bluth – Parks and Recreation Commission will meet again next week and she will have an update at the next Council meeting.

Councilmember Stults – Planning Board – The Planning Board has not met the new owner of the Mill yet. He has not come to the Planning Board yet with a plan of what he wants to do. They do know what is required of them for redevelopment. Planning Board has made the redevelopment plan more flexible so the property will not sit empty. Downtown Hightstown – Will be hosting an Envisioning Workshop on May 26th from 4 – 8 at the Baptist Church. This is a good chance for the community to get involved. Decorum – He doesn't mind the heated debate or being addressed individually.

Councilmember Montferrat – Historic Preservation Commission – He is working to get another house on the National Register. The HPC will meet this month. Latino Festival – This is funded by RISE. He stated that parking is always an issue and he feels that closing the parking lot for the afternoon will have minimal impact on the businesses. Giving the business owners 2 months advance notice of the closure should be plenty of notice. He urges Council and the Mayor to support the event.

Councilmember Kurs – Regarding the Unidad Parade, he was on Stockton Street on Saturday and traffic was no more than 5 minutes. They did have the proper permits for the parade and park use. He was not made aware of any problems from the events. He reminded the public that the budget was available for their review at the Hightstown Library. He advised everyone that the Police Activity Report would not be included in their packets. He spoke about the Better Beginnings Gala and reported that it was a tremendous success.

Councilmember Misiura – Addressed Mr. Hitcher's comment and advised that getting a crosswalk in the middle of the street is difficult. Latino Festival – He has concerns regarding the impact this will have on businesses and feels that further discussion is needed before a decision should be made. Stated that he is very happy about the Visionary Study for Downtown Hightstown. Environmental Commission – Had 2 new members sworn in at their last meeting.

Council President Hansen – Culture Arts Commission – Their grant application has been completed and submitted for \$6,125. Water Sewer Meeting – Talked about how the equipment is breaking down.

Henry Underhill, Borough Administrator – Updated about the timetable for the hearing officer – The stenographer would get the transcripts to both the defense attorney and borough attorney after which each attorney would submit a brief to the hearing officer based on the transcripts. After that is received the hearing officer would be able to render a decision. The transcript was received by our attorney today so in his estimation, it will be approximately 2 – 3 weeks before we would have a final decision.

Mayor Quattrone – Stated that he had the pleasure and honor to be present at IBEW Local 94's food drive to benefit RISE. This was a great thing to see and wonderful for the community. Spoke about the Better Beginnings Gala and how he tries to represent Hightstown as best he can. Went on to say what a pleasure this Council is to work with. Ended by asking Councilmember Stults to be the liaison for the Construction office.

Council President Hansen motioned to adjourn at 9:58 p.m.; Councilmember Misiura seconded. All ayes.

Respectfully submitted,

Margaret M. Riggio
Deputy Borough Clerk



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

1670 Whitehorse-Hamilton Square Rd.
Hamilton, New Jersey 08690
609-586-1141 fax 609-586-1143
www.RobertsEngineeringGroup.com

May 29, 2015

Mayor and Council
Borough of Hightstown
156 Bank Street
Hightstown, NJ 08520

Re: Peddie Lake Dam
Pedestrian Bridge
Our File No.:H1511

Dear Mayor and Council:

As you are aware, the Borough was awarded a grant in the amount of \$331,000 for the Peddie Lake Dam Pedestrian Bridge. This grant is funded by the NJDOT Transportation Alternatives program in cooperation with the Delaware Valley Regional Planning Commission. I recently attended a full morning session presented by the NJDOT on the requirements that the Federal Government has placed on grant recipients. Prior to receiving authorization to begin construction, the grant has multiple requirements that must be met. These requirements include things such as preparing a Categorical Exclusion Document and obtaining National Environmental Project Authorization (NEPA), which are specific to federally funded transportation alternative grants, as well as review and approval by the NJ State Historic Preservation Office. Certifications must be prepared for utilities, right-of-way and design. The cost estimate must be updated. The plans must be submitted to the State Historic Preservation Office and all Environmental Documents must be submitted and approved in order to receive a Categorical Exclusion Document. Approval of the document makes the project eligible for federal funds.

In addition, because this project is adjacent to the parking lot, it may be the appropriate time to incorporate handicap improvements included in a Settlement Agreement the Borough entered into related to the Laskey lawsuit. These improvements would include installation of a handicap ramp and van accessible parking space near the Main Street entrance to the lot. This will require additional surveying and additional design.

Special provisions must also be included in the specifications to address equal employment opportunity, affirmative action, and the use of disadvantaged and emerging small business enterprises, provisions to investigate report and resolve employment discrimination and sexual harassment complaints and required contractor compliance with civil rights legislation. I have attached a sample checklist of the requirements for this type of funding. Our cost to prepare all the documents necessary to receive project authorization from the NJDOT and design the additional handicap improvements will not exceed \$9,500.00.

The grant funding will be paid to the Borough by reimbursement after the funds are expended. Prior to the award of a construction contract, the Borough may need to bond for the full amount of the grant received. From that point and during construction, the Borough is urged to submit monthly reimbursement requests and is asked to submit reimbursement requests no greater than at quarterly intervals. At this time, I am estimating the cost of construction at \$325,000.00 and the cost of construction inspection and administration at \$22,000.00.

Peddie Lake Dam
Pedestrian Bridge
Our File No.:H1511
Page 2 of 2

I am available to discuss this with you at a meeting of Borough Council.

Very truly yours,



Carmela Roberts, PE
Borough Engineer

Cc: Henry Underhill, Administrator
Debra Sopronyi, Borough Clerk
Janice Mohr-Kminek, Treasurer
George Lang, CFO

Peddie Lake Dam
Walking Bridge Costs
Our File No.: H1511
May 27, 2015

Site Improvements			
Walking Bridge			
	Total Construction Costs:		\$325,000.00
Preparation of contract documents, Specifications, plans for advertisement			
	Roberts Engineering Group, LLC	\$9,500.00	
	Lippincott	\$1,000.00	
Inspection/Construction Administration			
	Roberts Engineering Group, LLC	\$22,000.00	
	Lippincott	<u>\$5,000.00</u>	
	Total Soft Costs:		<u>\$37,500.00</u>
	Total Project Costs:		\$362,500.00

*Note: All Lippincott fees are estimated.

Resolution 2015-159

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AUTHORIZING RECEIPT OF BIDS FOR COMPLETION OF THE ENCHANTMENT DEVELOPMENT

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Borough Engineer is hereby authorized to prepare specifications and advertise for bids for the completion of the Enchantment Development and that the Borough is authorized to receive same after proper advertisement.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

Resolution 2015-160

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AUTHORIZING RECEIPT OF BIDS FOR IMPROVEMENTS TO STOCKTON STREET AND JOSEPH STREET

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Borough Engineer is hereby authorized to prepare specifications and advertise for bids for improvements to Stockton Street and Joseph Street and that the Borough is authorized to receive same after proper advertisement.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

1670 Whitehorse-Hamilton Square Rd.
Hamilton, New Jersey 08690
609-586-1141 fax 609-586-1143
www.RobertsEngineeringGroup.com

May 21, 2015

Henry Underhill
Borough Administrator
Borough of Hightstown
156 Bank Street
Hightstown, NJ 08520

Re: Improvements to Stockton Street and Joseph Street
Safe Routes to School Grant
Our File No.: H1744

Dear Henry:

Attached to this letter please find a copy of a letter received from the NJDOT informing the Borough that it has received funding from the Department of Transportation Safe Routes to School Program for Stockton Street and Joseph Street Improvements. The grant is in the amount of \$275,000.00.

This funding is similar to the funding that was received for the Mercer Street Streetscape Improvements Project, the Stockton Street Historic District Project and The Peddie Lake Pedestrian Bridge Project. As with the previous grants, there are additional Federal requirements required for this grant.

The proposed improvements are installation of sidewalk on Stockton Street from Oak Lane to the point where the Historic District improvements ended, as well as improvements to Joseph Street.

The estimated construction cost for this project is \$350,000.00. In addition, permit fees in the amount of \$2,000.00 are estimated. Engineering fees, including the Federal Aid requirements are estimated at \$29,500.00 and construction administration and inspection fees are estimated at \$35,000.00.

It is requested that authorization be provided as soon as possible so that we may begin the steps necessary to be able to receive NJDOT approval and authorization to advertise.

Should you have questions or inquiries in additional please feel free to contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Carmela Roberts".

Carmela Roberts, PE, CME
Borough Engineer

Cc: Debra Sopronyi, Borough Clerk
George Lang, CFO
Janice Mohr-kminek, Treasurer



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

RECEIVED

MAR 11 2015

Roberts Engineering Group, LLC

CHRIS CHRISTIE
Governor

JAMIE FOX
Commissioner

KIM GUADAGNO
Lt. Governor
March 3, 2015

The Honorable Steven Kirson
Mayor, Hightstown Borough
156 Bank Street
Hightstown, NJ 08520

Dear Mayor Kirson:

I am pleased to inform you that Hightstown Borough has been selected to receive \$275,000 from Safe Routes to School Program for the Improvements to Stockton Street & Joseph Street.

The Safe Routes to School Program is being administered by the New Jersey Department of Transportation (NJDOT), in partnership with the North Jersey Transportation Planning Authority (NJTPA), the Delaware Valley Regional Planning Commission (DVRPC), and the South Jersey Transportation Planning Organization (SJTPO). The Department along with the NJTPA, DVRPC, and SJTPO recognize the overwhelming needs of communities throughout the state, and their desire to improve the health of their children by promoting walking and bicycling to school. The Safe Routes to School Program has proven to be very popular and extremely competitive. This year we received 141 applications totaling more than \$43 million. With \$5.6 million available for this year's program, we were able to fund 24 projects.

As indicated in our application process, your project must be authorized for implementation within two years of the date of this letter. In addition, the project must be authorized prior to incurring any project related costs that will be reimbursed under this program. Failure to do so could jeopardize your funding. As with all federally funded programs, the funds will be disbursed on a reimbursement basis.

The award of Safe Routes to School grants will be contingent upon the recipient's ability to comply with all applicable federal financial management, project implementation, and oversight regulations. Grant recipient's capabilities to comply with state and federal requirements for the administration of federal-aid highway grants including 23 CFR - Highways, and OMB requirements related to 2 CFR 200 audit requirements will be assessed prior to awarding of funding for the project.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

Additionally, all recipients of federal and state grants are required to comply with the provisions of Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973.

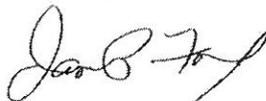
Should you have any questions regarding your grant, please contact the NJDOT Local Aid District Office in your area.

District 1 - Mt. Arlington – 973-601-6700
District 2 - Newark - 973-877-1500
6618

District 3 - Trenton – 609-530-5271
District 4 - Cherry Hill - 856-486-

Again, thank you for your support of this program and good luck with your project.

Sincerely,



Jamie Fox
Commissioner

c: Municipal Clerk
Municipal Engineer

Resolution 2015-156

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING THE BUDGET TO BE READ BY TITLE ONLY

WHEREAS, N.J.S.A. 40A:4-8, as amended by Chapter 259, P.L. 1995 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 prior to the date of hearing a complete copy of the approved budget has been made available for public inspection in the free public library, if any, located within our municipality and a county library. If there is no county library located within the municipality, then it must be provided to any county library in the county wherein the municipality is located. Further, the public officer delegated the responsibility for delivery of the copies to said libraries has completed a certification forwarded to the governing body that such deliveries were made and copies have been made available by the Clerk to persons requiring them; and

WHEREAS, these two conditions have been met;

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

ROLL CALL RECORDED VOTE:

	1st	2nd	Yes	No	Abstain
<i>Ms. Bluth</i>					
<i>Ms. Hansen</i>					
<i>Mr. Kurs</i>					
<i>Mr. Misiura</i>					
<i>Mr. Montferrat</i>					
<i>Mr. Stults</i>					

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

SECTION 2 - UPON ADOPTION FOR YEAR 2015
(Only to be Included in the Budget as Finally Adopted)

RESOLUTION

Be It Resolved by the BOROUGH COUNCIL of the BOROUGH OF HIGHTSTOWN, COUNTY OF MERCER, 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) \$ 4,525,716.00 (Item 2 below) for municipal purposes, and
- (b) \$ - (Item 3 below) for school purposes in Type I School Districts only (N.J.S. 18A:9-2) to be raised by taxation and,
- (c) \$ - (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S. 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) \$ - (Item 5 below) Minimum Library Tax

RECORDED VOTE
(Insert last name)

Ayes



Nays



Abstained



Absent

SUMMARY OF REVENUES

1. General Revenues

Surplus Anticipated	08-100	\$ 600,000.00
Miscellaneous Revenues Anticipated	13-099	\$ 1,418,470.16
Receipts from Delinquent Taxes	15-499	\$ 304,000.00
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)	07-190	\$ 4,525,716.00
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. 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 AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:		
Item 6(b), Sheet 11 (N.J.S. 40A:4-14)	07-191	\$ -
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY LEVY	07-192	-
Total Revenues	13-299	\$ 6,848,186.16

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:	XXXXXXXXXX	XXXXXXXXXXXXXX
Within "CAPS"	XXXXXXXXXX	XXXXXXXXXXXXXX
(a&b) Operations Including Contingent	34-201	\$ 4,820,872.00
(e) Deferred Charges and Statutory Expenditures - Municipal	34-209	\$ 523,527.00
(g) Cash Deficit	46-885	\$ -
Excluded from "CAPS"	XXXXXXXXXX	XXXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"	34-305	\$ 376,153.16
(c) Capital Improvements	44-999	\$ 49,500.00
(d) Municipal Debt Service	45-999	\$ 571,576.00
(e) Deferred Charges - Municipal	46-999	\$ -
(f) Judgments	37-480	\$ -
(n) Transferred to Board of Education for Use of Local Schools (N.J.S. 40:48-17.1 & 17.3)	29-405	\$ 41,558.00
(g) Cash Deficit	46-885	\$ -
(k) For Local District School Purposes	29-410	\$ -
(m) Reserve for Uncollected Taxes "Include Other Reserves if Any"	50-899	\$ 465,000.00
SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICTS ONLY (N.J.S. 40A:4-13)	07-195	\$ -
Total Appropriations	34-499	\$ 6,848,186.16

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 15TH day of JUNE, 2015. 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 2015 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this 15th day of JUNE, 2015, _____, Clerk.

Signature

Ordinance 2015-10

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**AN ORDINANCE AMENDING CHAPTER 14, ENTITLED "PROPERTY MAINTENANCE" OF THE
"REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY"
ADDING A NEW SECTION TO ESTABLISH STANDARDS FOR THE REGISTRATION AND
MAINTENANCE OF VACANT AND ABANDONED RESIDENTIAL PROPERTIES IN
FORECLOSURE BY CREDITORS**

WHEREAS, mortgage foreclosures often result in the abandonment and neglect of residential properties; and

WHEREAS, P.L. 2014, c. 35, authorizes municipalities to adopt ordinances for the purpose of regulating the care, maintenance, security and upkeep of the exterior of vacant and abandoned residential properties for which a creditor has filed an action to foreclose; and

WHEREAS, it is in the public interest for the Borough of Hightstown to establish a mechanism to identify and track vacant and abandoned residential properties in the Borough which are in foreclosure, to establish standards for the maintenance of those properties and to enforce those standards of maintenance.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Hightstown, County of Mercer and State of New Jersey as follows:

Section 1. The Revised General Ordinances of the Borough of Hightstown are hereby amended by the addition of a new section to Chapter 14 Property Maintenance, to read as follows:

**Registration and Maintenance of Vacant and Abandoned Residential Properties in
Foreclosure**

a. Definitions

1. "Creditor" means a State chartered bank, savings bank, savings and loan association or credit union, any person or entity required to be licensed under the provisions of the "New Jersey Residential Mortgage Act," P.L. 2009, c.53 (C.17:11C-51 et seq.), any foreclosing entity subject to the provisions of C.46:10B-51 (P.L. 2008, c. 127, Sec. 17, as amended from

time to time) and any entity acting on behalf of the creditor named in the debt obligation including, but not limited to, servicers.

2. “Vacant and Abandoned” residential property means, consistent with section 1 of P.L. 2010, c.70 (C.2A:50-73), residential real estate , where a notice of violation has been issued pursuant to Paragraph e. 1 of this Section and subsection b. of section 1 of P.L.2014, c.35 (C.40:48-2.12s). Residential property shall further be deemed Vacant and Abandoned where a mortgaged property is not occupied by a mortgagor or tenant and at least two of the following conditions exist:

- (a) overgrown or neglected vegetation;
- (b) the accumulation of newspapers, circulars, flyers or mail on the property;
- (c) disconnected gas, electric, or water utility services to the property;
- (d) the accumulation of hazardous, noxious, or unhealthy substances or materials on the property;
- (e) the accumulation of junk, litter, trash or debris on the property;
- (f) the absence of window treatments such as blinds, curtains or shutters;
- (g) the absence of furnishings and personal items;
- (h) statements of neighbors, association management, delivery persons, or government employees indicating that the residence is vacant and abandoned;
- (i) windows or entrances to the property that are boarded up or closed off or multiple window panes that are damaged, broken and unrepaired;
- (j) doors to the property that are smashed through, broken off, unhinged, or continuously unlocked;
- (k) a risk to the health, safety or welfare of the public, or any adjoining or adjacent property owners, exists due to acts of vandalism, loitering, criminal conduct, or the physical destruction or deterioration of the property;

(l) an uncorrected violation of a municipal building, housing, or similar code during the preceding year, or an order by municipal authorities declaring the property to be unfit for occupancy and to remain vacant and unoccupied;

(m) the mortgagee or other authorized party has secured or winterized the property due to the property being deemed vacant and unprotected or in danger of freezing;

(n) a written statement issued by any mortgagor expressing the clear intent of all mortgagors to abandon the property;

(o) any other reasonable indicia of abandonment.

b. Registration of Vacant and Abandoned Properties

1. A Creditor filing a summons and complaint in an action to foreclose on a Vacant and Abandoned property, or a Creditor who has previously filed a summons and complaint to foreclose on a residential property which subsequently becomes Vacant and Abandoned, shall within thirty (30) calendar days after the building becomes Vacant and Abandoned or within thirty (30) calendar days after assuming ownership of the Vacant and Abandoned property, whichever is later; or within ten (10) calendar days of receipt of notice from the Borough, and annually thereafter, file a registration statement for such Vacant and Abandoned property with the municipal clerk on forms provided by the Borough for such purposes. Any failure to receive notice from the Borough shall not constitute grounds for failing to register the Vacant and Abandoned property.
2. Each Vacant and Abandoned property having a separate block and lot number as designated in the official tax maps of the Borough shall be registered separately.
3. The registration statement shall include the name, street address, telephone number, and email address (if applicable) of a person twenty-one (21) years or older, designated by the Creditor as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such Creditor in connection with the enforcement of any applicable code.

4. The registration statement shall include the name, street address, telephone number, and email address (if applicable) of the firm and the actual name(s) of the firm's individual principal(s) responsible for maintaining the Abandoned and Vacant property. The individual or representative of the firm responsible for maintaining the Abandoned and Vacant property shall be available by telephone or in person on a twenty-four-hour per day, seven-day per week basis. The two entities may be the same or different persons. Both entities shown on the statement must maintain offices in the State of New Jersey or reside within the State of New Jersey.
5. The registration shall remain valid for one year from the date of registration except for the initial registration which shall be valid through December 31st of the year in which it was filed. The Creditor shall be required to renew the registration annually as long as the building remains Vacant and Abandoned and shall pay a registration or renewal fee in the amount prescribed in Paragraph c. of this Section for each Vacant and Abandoned property registered.
6. The annual renewal shall be completed by January 1st each year. The initial registration fee shall be pro-rated for registration statements received less than ten (10) months prior to that date.
7. The Creditor shall notify the municipal clerk within thirty (30) calendar days of any change in the registration information by filing an amended registration statement on a form provided by the municipal clerk for such purpose.
8. The registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the Borough against the Creditor.

c. Fee Schedule

The initial registration fee for each Vacant and Abandoned property under the provisions of this Section shall be five hundred (\$500.00) dollars. The fee for the first annual renewal shall be one thousand five hundred (\$1,500.00) dollars and the fee for the second annual renewal shall be three thousand (\$3,000.00) dollars. The fee for any subsequent annual renewal beyond the second renewal shall be five thousand

(\$5,000.00) dollars.

d. Creditor Responsibility for Vacant and Abandoned Properties

1. A Creditor filing a summons and complaint in an action to foreclose on a residential property within the Borough shall be immediately responsible for the care, maintenance, security and upkeep of the exterior of the property, after the property becomes Vacant and Abandoned as defined in this Section.
2. Where a Creditor is located out-of-state, the Creditor shall be responsible for appointing an in-State representative or agent to act on the Creditor's behalf for the purpose of satisfying the requirements of Paragraph d. 1 of this Section. Notice of said representative or agent shall be provided to the municipal clerk pursuant to Paragraph b. 3 and 4 of this Section and pursuant to paragraph (1) of subsection a. of section 17 of P.L.2008, c. 127 (C.46:10B-51).

e. Notice

1. The enforcement officers designated in this Section shall be authorized to issue a notice to a Creditor that has filed a summons and complaint in an action to foreclose on a residential property within the Borough, if the enforcement officer determines that the Creditor has violated this Section by failing to provide for the care, maintenance, security, and upkeep of the exterior of a Vacant and Abandoned property.

Where a Creditor is an out-of-State Creditor, the notice shall be issued to the representative or agent that has been identified by the Creditor pursuant to Paragraph d. 2 of this Section and paragraph (1) of subsection a. of section 17 of P.L.2008, c. 127 (C.46:10B-51).

2. The notice referenced in Paragraph e. 1 of this Section shall require the Creditor to correct the violation(s) within 30 days of receipt of the notice, or within 10 days of receipt of the notice if the violation presents an imminent threat to public health and safety.
3. The issuance of a notice pursuant to Paragraph e. 1 of this Section shall constitute proof that a residential property is Vacant and Abandoned for the purposes of this Section.

f. Enforcement Officers

The duty of administering and enforcing the provisions of this Section is conferred upon the municipal clerk, construction official, zoning officer, housing officer, health officer, Borough police, and any other duly appointed representatives.

g. Violations and Penalties

1. A Creditor subject to this Section that is found by the municipal court of the Borough, or by any other court of competent jurisdiction, to be in violation of the requirement to correct a care, maintenance, security, or upkeep violation cited in a notice issued pursuant to this Section shall be subject to a fine of \$1,500 for each day of the violation. Any fines imposed pursuant to this paragraph shall commence 31 days following the receipt of the notice, except if the violation presents an imminent risk to public health and safety, in which case any fines shall commence 11 days following receipt of the notice.
2. An out-of-state Creditor subject to this Section that is found by the municipal court of the Borough, or by any other court of competent jurisdiction, to be in violation of the requirement to appoint an in-State representative or agent pursuant to this Section shall be subject to a fine of \$2,500 for each day of the violation. Any fines imposed on a Creditor for the failure to appoint an in-State representative or agent shall commence on the day after the 10-day period set forth in paragraph (1) of subsection a. of section 17 of P.L.2008, c. 127 (C.46:10B-51) for providing notice to the municipal clerk that a summons and complaint in an action to foreclose on a mortgage has been served.
3. A Creditor subject to this Section that is found by the municipal court of the Borough, or by any other court of competent jurisdiction, to be in violation of the requirement to register a Vacant and Abandoned property pursuant to Paragraph b. of this Section shall be subject to a fine not exceeding two thousand (\$2,000.00) dollars. Any fines imposed on a Creditor under this Paragraph shall commence 11 days following receipt of notice from the Borough pursuant to Paragraph b. 1 of this Section.

4. No less than 20 percent of any money collected by the Borough pursuant to this Section shall be utilized by the Borough for municipal code enforcement purposes.

Section 2. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 3. If any section, subsection, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance.

Section 4. This ordinance shall take effect 20 days after final passage and publication according to law.

Introduction: May 18, 2015

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2015-12

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE TO ESTABLISH SALARY RANGES FOR CERTAIN OFFICERS AND EMPLOYEES OF THE BOROUGH OF HIGHTSTOWN

BE IT ORDAINED by the Mayor and Council of the Borough of Hightstown, as follows:

Section 1. The following official employment designations are hereby confirmed and the rate of compensation of each officer and employee of the Borough of Hightstown, excluding longevity, whose compensation shall be on an annual basis, is:

	RANGING FROM:	TO:
Mayor	\$4,800.00	\$4,800.00
Councilmember	\$3,600.00	\$3,600.00
Borough Clerk	\$40,000.00	\$75,000.00
Treasurer	\$40,000.00	\$60,000.00
Tax/Water/Sewer Collector	\$20,000.00	\$57,000 .00
Part-Time Tax/Water/Sewer Collector	\$10,000.00	\$15,000.00
Deputy Tax/Water/Sewer Collector	\$8,000.00	\$18,400.00
Tax/Utility/Payroll Clerk	\$28,000.00	\$47,000.00
Tax Assessor	\$7,500.00	\$18,000 .00
Registrar of Vital Statistics	\$2,500.00	\$5,000.00
Deputy Registrar of Vital Statistics	\$1,000.00	\$4,600.00
Municipal Court Administrator	\$40,000.00	\$65,000.00
Deputy Municipal Court Administrator	\$28,000.00	\$41,000.00
Administrative Assistant/Secretary	\$22,000.00	\$52,000.00
Records Management and System Administrator and Administrative Assistant to the Police Director	\$32,000.00	\$53,000.00
Planning Board Secretary	\$1,000.00	\$16,000.00
Technical Assistant	\$28,000.00	\$40,000.00
Construction Code Official	\$18,000.00	\$35,000.00
Fire Subcode Official	\$3,500.00	\$8,000.00
Building Subcode Official	\$3,500.00	\$8,000.00
Superintendent of Public Works	\$50,000.00	\$91,000.00

	RANGING FROM:	TO:
Assistant Superintendent of Public Works	\$50,000.00	\$66,000.00
Water Plant Operator	\$35,000.00	\$73,500.00
Supervising AWWTP Operator	\$44,000.00	\$56,000.00
Superintendent of AWWTP	\$50,000.00	\$85,000.00
Lab Manager – AWWTP	\$35,000.00	\$65,000.00
Secretary Board of Health	\$500.00	\$1,500.00
Computer Systems Administrator	\$3,000.00	\$6,000.00
Chief Financial Officer	\$2,000.00	\$50,000.00
Building Inspector	\$3,500.00	\$4,500.00
Zoning Official	\$6,000.00	\$12,000.00
Health Officer	\$8,000.00	\$13,000.00
OEM Coordinator	\$2,000.00	\$ 5,000.00
Borough Administrator	\$40,000.00	\$80,000.00
Police Director	\$50,000.00	\$85,000.00

Section 2. The following official employment designations are hereby confirmed and the rate of compensation of each officer and employee of the Borough of Hightstown, whose compensation shall be on an hourly basis, is:

	RANGING FROM:	TO:
Part-time clerical	\$8.00	\$30.00
Deputy Borough Clerk	\$12.50	\$25.00
Violations Clerk (part-time)	\$10.00	\$15.00
Disposition Clerk (part-time)	\$12.50	\$25.00
Special Officer – Municipal Court	\$25.00	\$35.00
Public Health Nurse	\$25.00	\$45.00
School Crossing Guard	\$15.00	\$25.00
Radio Dispatcher	\$8.00	\$26.00
Special Officer I	\$8.00	\$18.00
Special Officer II	\$18.00	\$30.00
Clerical Assistant	\$10.50	\$20.00
Administrative Assistant – Floater	\$13.50	\$21.00
Public Works Foreman	\$17.00	\$28.00

	RANGING FROM:	TO:
Public Works Heavy Equipment Operator	\$16.00	\$26.00
Public Works Automated Vehicle Operator	\$16.00	\$26.00
Public Works Driver/Laborer	\$15.00	\$25.00
Public Works Laborer	\$14.00	\$22.00
Public Works Municipal Building Maintenance	\$8.00	\$16.00
Public Works Mechanic	\$16.00	\$26.00
Seasonal/Temporary Labor	\$8.00	\$16.00
Assistant Water Plant Operator	\$15.00	\$25.00
Water Plant Lead Operator	\$40.00	\$49.00
AWWTP Maintenance	\$16.00	\$26.00
AWWTP Operator Trainee (up to 1 year exp)	\$13.00	\$16.00
AWWTP Operator – Class I (min. 1 year exp)	\$15.00	\$25.00
<hr/>		
<hr/>		
Recreation Director (part-time)	\$20.00	\$40.00
Assistant Recreation Director (part-time)	\$8.00	\$20.00
Junior Recreation Counselor (part-time)	\$6.00	\$12.00
Housing Inspector	\$14.00	\$35.00
Fire Inspector	\$14.00	\$35.00
Building Inspector	\$14.00	\$35.00
Code Enforcement Officer	\$15.00	\$25.00
Fire Official	\$14.00	\$35.00
Zoning Officer	\$14.00	\$35.00
Electric Subcode Official	\$14.00	\$40.00
Plumbing Subcode Official	\$14.00	\$40.00

Section 3. This Ordinance shall take effect after final passage and publication as provided by law, but the ranges of compensation herein provided shall be retroactive to January 1, 2015.

Section 4. The salary ranges established in this ordinance supersede any established for the same positions in previous salary ordinances, and will remain in effect until changed by the adoption of a new or amending Salary Ordinance.

Introduced: June 1,2015

Adopted:

ATTEST:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

Ordinance 2015-13

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AN ORDINANCE AMENDING CHAPTER 7, ENTITLED “TRAFFIC,” SECTION 7-29, ENTITLED “SPEED LIMITS” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY” ESTABLISHING THE SPEED LIMIT FOR A PORTION OF WYCKOFF MILLS ROAD

WHEREAS, the Hightstown Borough Police Department have recommended that the speed limit for a portion of Wyckoff Mills Road be established to be 25 miles per hour; and

WHEREAS, the Borough Council finds that it is in the public interest for the Borough of Hightstown to establish a 25 mile per hour speed limit for a portion of Wyckoff Mills Road.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Hightstown, County of Mercer and State of New Jersey as follows:

Section 1. Chapter 7, entitled “Traffic,” Section 7-29, entitled “Speed Limits,” of the Revised General Ordinances of the Borough of Hightstown are hereby amended to read as follows (additions are underlined):

Section 7-29

SPEED LIMITS

Subsections:

7-29-1 Speed Limits.

Subsection 7-29-1 Speed Limits.

Speed limits along designated streets shall be as designated below:

Name of Street	Direction	Speed Limit and Location
<u>Wyckoff Mills Road</u>	<u>All</u>	<u>25 miles per hour from North Main Street to Cranbury Station Road</u>

Section 2. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 3. If any section, subsection, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance.

Section 4. This ordinance shall take effect immediately after final passage and publication according to law.

Introduction: June 1, 2015

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2014-06

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$220,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$209,500 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$220,000, and further including the aggregate sum of \$10,500 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$209,500 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) Document cleaning, freeze drying, irradiation and records management services, including the destruction of eligible documents and microfilming of records required to be retained, including all related costs and expenditures incidental thereto and further including all work and materials necessary therefor and incidental thereto.	\$213,500	\$203,300	15 years
b) Acquisition of fire proof cabinets, including all related costs and expenditures incidental thereto.	\$6,500	\$6,200	10 years

TOTAL:		<u>\$220,000</u>		<u>\$209,500</u>
--------	--	------------------	--	------------------

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the Borough may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 14.85 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$209,500, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$12,500 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

(e) Any action taken prior to the date of adoption of this bond ordinance in furtherance of the several improvements or purposes described in Section 3, including but not limited to, expenditures of funds appropriated hereby, are hereby ratified, confirmed and approved.

Section 7. The Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes or improvements described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the ARule@) for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduced: June 1, 2015

Adopted:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

Resolution 2015-161

BOROUGH OF HIGHTSTOWN
 COUNTY OF MERCER
 STATE OF NEW JERSEY

AUTHORIZING PAYMENT OF BILLS

WHEREAS, certain bills are due and payable as per itemized claims listed on the following schedules, which are made a part of the minutes of this meeting as a supplemental record;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the bills be paid on audit and approval of the Borough Administrator, the appropriate Department Head and the Treasurer in the amount of \$2,056,958.20 from the following accounts:

Current		\$1,902,985.24
W/S Operating		147,079.96
General Capital		0.00
Water/Sewer Capital		0.00
Grant		0.00
Trust		5,931.20
Housing Trust		287.50
Animal Control		74.30
Law Enforcement Trust		600.00
Housing Rehab Loans		0.00
Unemployment Trust		0.00
Escrow		<u>0.00</u>
Total		<u>\$2,056,958.20</u>

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015

Debra L. Sopronyi
 Borough Clerk

15-June, 2015

To: Mayor and Council

From: Finance Office

Re: Manual Bill List

CURRENT ACCOUNT

	<u>PO #</u>	<u>AMOUNT</u>
East Windsor Regional School District	15-00811	684,808.00
County of Mercer County Tax	15-00825	723,514.39
State of New Jersey Dept of Treasury	15-00896	56,174.83
State of New Jersey Dept of Treasury	15-00897	387,932.00
TOTAL		<u><u>1,852,429.22</u></u>

Trust Account

Franklin Bronze Plaques, Inc.	15-00858	292.70
TOTAL		<u><u>292.70</u></u>

WATER AND SEWER OPERATING ACCOUNT

State of NJ Dept of Treasury	15-00896	13,795.99
State of NJ Dept of Treasury	15-00897	75,603.00
TOTAL		<u><u>89,398.99</u></u>

MANUAL TOTAL

1,942,120.91

P.O. Type: All Include Project Line Items: Yes Open: N Paid: N Void: N
 Range: First to Last Rcvd: Y Held: Y Aprv: N
 Format: Detail without Line Item Notes Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
A0097 AMERICAN PIPE CLEANING,LLC												
	15-00089	01/21/15	JET VAC IN COLLECTION SYSTEM									
	1		JET VAC IN COLLECTION SYSTEM	3,750.00	5-09-55-501-002-537	B Sewer Main Cleaning & Testing	R	01/21/15	06/09/15		1948	N
	Vendor Total:			3,750.00								
A0107 ANSELL GRIMM & ARRON, PC												
	15-00968	06/09/15	APRIL BILLING									
	1		ORDINANCES	112.50	5-01-20-155-001-027	B General Matters	R	06/09/15	06/09/15		259696	N
	2		LABOR MATTERS	25.00	5-01-20-155-001-031	B Labor,Personnel & Union Council	R	06/09/15	06/09/15		259698	N
	3		COAH MATTERS	287.50	T-26-56-286-000-847	B Housing-Developer Fees	R	06/09/15	06/09/15		259701	N
	4		LITIGATION	287.50	5-01-20-155-001-033	B Litigation	R	06/09/15	06/09/15		259702	N
	5		LITIGATION	175.00	5-01-20-155-001-033	B Litigation	R	06/09/15	06/09/15		259703	N
	6		POLICE MATTERS	62.50	5-01-20-155-001-031	B Labor,Personnel & Union Council	R	06/09/15	06/09/15		259704	N
	7		REDEVELOPMENT ISSUES	12.50	5-01-20-155-001-027	B General Matters	R	06/09/15	06/09/15		259705	N
	8		GENERAL TAX APPEAL MATTERS	187.50	5-01-20-155-001-027	B General Matters	R	06/09/15	06/09/15		259706	N
	9		HUR IRENE RECOVERY ISSUES	12.50	5-01-20-155-001-027	B General Matters	R	06/09/15	06/09/15		259707	N
	10		ENCHANTMENT	300.00	T-12-56-286-000-888	B ENCHANTMENT RESERVE	R	06/09/15	06/09/15		259707	N
	Vendor Total:			1,462.50								
A0054 AQUA PRO-TECH LABORATORIES												
	15-00912	06/01/15	INVOICE 5040013M LAB TESTING									
	1		INVOICE 5040013M LAB TESTING	763.00	5-09-55-501-002-532	B Outside Lab Testing	R	06/01/15	06/09/15		5040013M	N
	Vendor Total:			763.00								
B0921 BRITTON INDUSTRIES, INC												
	15-00776	05/12/15	INV #0036946, #0037868,0039016									
	1		INV. #0036946-00	80.40	5-01-26-311-001-168	B Yardwaste	R	05/12/15	06/09/15		0036946-00	N
	2		INV. #0037868-00	128.10	5-01-26-311-001-168	B Yardwaste	R	05/12/15	06/09/15		0037868-00	N
	3		INV #0039016-00	182.25	5-01-26-311-001-168	B Yardwaste	R	05/12/15	06/09/15		0039016-00	N
	4		INV #0039936-00	291.75	5-01-26-311-001-168	B Yardwaste	R	05/12/15	06/09/15		0039936-00	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
	Item Description		Amount	Charge Account	Acct Type Description						
B0921 BRITTON INDUSTRIES, INC Continued											
	15-00776	05/12/15	INV #0036946, #0037868,0039016	Continued							
	5	INV #0040206-00	270.75	5-01-26-311-001-168	B Yardwaste	R	05/12/15	06/09/15		0040206-00	N
	6	INV #0041053	153.75	5-01-26-311-001-168	B Yardwaste	R	05/12/15	06/09/15		0041053-00	N
			<u>1,107.00</u>								
	Vendor Total:		1,107.00								
B0955 BROADVIEW NETWORKS											
	15-00914	06/03/15	INV 16071888 4/28/15-5/27/15								
	1	INV 16071888 4/28/15-5/27/15	1,790.60	5-01-31-440-001-085	B Telephone-Broadview	R	06/03/15	06/09/15		16071888	N
	Vendor Total:		1,790.60								
C0396 CAVANAUGH'S, INC.											
	15-00822	05/18/15	MONTHLY PEST SERVICE								
	1	INV. 566924 - PEST SERVICE	20.00	5-01-26-310-001-029	B Maintenance Contracts	R	05/18/15	06/09/15		566924	N
	2	INV. 566925 - PEST SERVICE	20.00	5-01-26-310-001-029	B Maintenance Contracts	R	05/18/15	06/09/15		566925	N
			<u>40.00</u>								
	Vendor Total:		40.00								
C0058 CINTAS CORPORATION #061											
	15-00140	01/30/15	2015 UNIFORM CONTRACT	B							
	19	INV 061772840 DATED 5/01/15	48.31	5-09-55-501-002-507	B Uniforms & Safety Equipment	R	01/30/15	06/09/15		061772840	N
	20	INV 061776763 DATED 5/08/15	48.31	5-09-55-501-002-507	B Uniforms & Safety Equipment	R	01/30/15	06/09/15		061776763	N
	21	INV 061770556 DATED 5/15/15	48.31	5-09-55-501-002-507	B Uniforms & Safety Equipment	R	01/30/15	06/09/15		061770556	N
	22	INV 061784584 DATED 5/22/15	48.31	5-09-55-501-002-507	B Uniforms & Safety Equipment	R	01/30/15	06/09/15		061784584	N
	23	INV 061788458 DATED 5/22/15	48.31	5-09-55-501-002-507	B Uniforms & Safety Equipment	R	01/30/15	06/09/15		061788458	N
			<u>241.55</u>								
	Vendor Total:		241.55								
C0023 COMCAST											
	15-00962	06/09/15	8499052430034100 6/2/15 HPD								
	1	8499052430034100 6/2/15 HPD	142.85	5-01-20-140-001-060	B Internet Services and Web Services	R	06/09/15	06/09/15		499052430034100	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
EZ001 E Z PASS N.J.												
	15-00883	05/26/15	NJTP TOLLS									
	1		NJTP TOLLS	1.00	5-01-25-240-001-199	B Miscellaneous	R	05/26/15	06/09/15			N
	Vendor Total:			1.00								
F1142 FOXCROFT EQUIPMENT												
	15-00695	04/23/15	UPS SHIPPING FROM PO 15-00173									
	1		UPS SHIPPING FROM PO 15-00173	35.72	5-09-55-501-002-503	B Sewer Plant Maintenance	R	04/23/15	06/09/15		803938	N
	Vendor Total:			35.72								
G0017 GALLAGHER CODE MANAGEMENT												
	15-00816	05/18/15	CODIFICATION SERVICES									
	1		CODIFICATION SERVICES	675.00	5-01-20-140-001-060	B Internet Services and Web Services	R	05/18/15	06/09/15			N
	Vendor Total:			675.00								
GARYM005 GARY M. GLASS, M.D, LLC												
	15-00853	05/21/15	INV MARCH, REVIEW OF DOCS 4/1									
	1		INV MARCH, REVIEW OF DOCS 4/1	600.00	5-01-25-240-001-093	B Medical Exams/Hepatitis B Shot	R	05/21/15	06/09/15		MARCH	N
	Vendor Total:			600.00								
G1045 GENERAL CARBON CORP												
	15-00749	05/05/15	PLASTIC DISTRIBUTORS & SCREEN									
	1		PLASTIC DISTRIBUTORS & SCREEN	60.00	5-09-55-501-002-503	B Sewer Plant Maintenance	R	05/05/15	06/09/15		47739	N
	2		UPS CHARGE	14.69	5-09-55-501-002-503	B Sewer Plant Maintenance	R	05/18/15	06/09/15		47739	N
				<u>74.69</u>								
	Vendor Total:			74.69								
GIANO005 GIANOTTO SERVICE & MTNC, LLC												
	14-01948	10/20/14	TRANSFORMER CABINET REPAIR									
	1		REPAIR/REPLACEMENT OF	3,900.00	4-01-26-310-001-024	B Building Maintenance	R	10/20/14	06/09/15			N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
GIANO005 GIANOTTO SERVICE & MTNC, LLC Continued											
	14-01948	10/20/14	TRANSFORMER CABINET REPAIR	Continued							
	2		CREDIT FOR EXCESS WIRE	483.80	4-01-26-310-001-024	R	06/09/15	06/09/15		6/4/15	N
				3,416.20							
			Vendor Total:	3,416.20							
G0187 GRAINGER											
	15-00665	04/20/15	VANE SERVICE KIT T/F RECIRC ST								
	1		VANE SERVICE KIT	454.08	5-09-55-501-002-503	R	04/20/15	06/09/15		9731484177	N
			Vendor Total:	454.08							
G0050 GROVE SUPPLY INC											
	15-00473	03/13/15	INV S4120883.001 CORED PLUG								
	1		INV S4120883.001 CORED PLUG	57.75	5-09-55-501-002-503	R	03/13/15	06/09/15		S4120883.001	N
	15-00504	03/16/15	ACETYLENE GAS INV S4118832.001								
	1		ACETYLENE GAS INV S4118832.001	28.50	5-09-55-501-002-503	R	03/16/15	06/09/15		S4118832.001	N
	15-00793	05/12/15	INV #S4152260, S4153494								
	1		INV #S4152260	22.21	5-01-28-369-001-140	R	05/12/15	06/09/15		S4152260.001	N
	2		INV #S4153494.001	68.00	5-01-28-369-001-140	R	05/12/15	06/09/15		S4153494	N
	3		INV S4155335.001	92.44	5-01-28-369-001-140	R	05/12/15	06/09/15		S4155335	N
	4		INV #S4155368.001	7.64	5-01-28-369-001-140	R	05/12/15	06/09/15		S4155368.001	N
	5		INV S4155663.001	7.65	5-01-28-369-001-140	R	05/12/15	06/09/15		S4155663.001	N
	6		INV #S4156422.001	16.53	5-01-26-290-001-127	R	05/12/15	06/09/15		S4156422.001	N
	7		INV #S4157338.001	21.20	5-09-55-501-001-503	R	05/12/15	06/09/15		S4157338.001	N
				235.67							
			Vendor Total:	321.92							
H 85 HACH CO.											
	15-00659	04/17/15	BENCHTOP METER & PH PROBE								
	1		BENCHTOP METER	1,362.20	5-09-55-501-002-532	R	04/17/15	06/09/15		9338557	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
N0125 MAILFINANCE												
	15-00856	05/21/15	N5300208 5/28/15-6/27/15									
	1	N5300208	5/28/15-6/27/15	171.07	5-01-30-421-001-029	B Meter Rental/Maintance	R	05/21/15	06/09/15		N5300208	N
	Vendor Total:			171.07								
M0261 MERCER COUNTY COMMUNITY COLLEG												
	15-00460	03/12/15	#FA3113 ICS200 COURSE-2/20,21									
	1	#FA3113	ICS200 COURSE-2/20,21	180.00	5-01-25-252-002-042	B Education & Training	R	03/12/15	06/09/15		#FA3113	N
	Vendor Total:			180.00								
M0053 MES - PENNSYLVANIA												
	15-00423	03/04/15	INV 00582717-SNV DIAPHRAGM									
	1	INV	00582717-SNV DIAPHRAGM	219.40	4-01-25-252-002-056	B Fire & Other Safety Equipment	R	03/04/15	06/09/15		582717-SNV	N
	2	LABOR	SCBA SERVICE PER HOUR	19.50	4-01-25-252-002-056	B Fire & Other Safety Equipment	R	03/04/15	06/09/15		582717-SNV	N
				238.90								
	Vendor Total:			238.90								
MIDAT005 MID-ATLANTIC LEEDS												
	15-00845	05/20/15	REG. SGT.MILLER 6/7-6/12/15									
	1	REGISTRATION	FEE FOR	600.00	T-14-56-286-000-827	B RESERVE-LAW ENFORCEMENT TRUST	R	05/21/15	06/09/15		SGT MILLER REG.	N
	Vendor Total:			600.00								
M0254 MOBILE VISION L-3COMMUNICATION												
	15-00773	05/12/15	EXTENDED MAINTENANCE AGREEMENT									
	1	EXTENDED	MAINTENANCE AGREEMENT	600.00	4-01-25-240-001-029	B Maint. Contracts - Other	R	05/12/15	06/09/15		0024685-IN	N
	2	EXTENDED	MAINTENANCE AGREEMENT	700.00	5-01-25-240-001-029	B Maint. Contracts - Other	R	05/12/15	06/09/15		0224685-IN	N
	3	EXTENDED	MAINTENANCE AGREEMENT	1,750.00	4-01-25-240-001-029	B Maint. Contracts - Other	R	05/12/15	06/09/15		0224868-IN	N
	4	EXTENDED	MAINTENANCE AGREEMENT	2,125.00	5-01-25-240-001-029	B Maint. Contracts - Other	R	05/12/15	06/09/15		0224686-IN	N
	5	EXTENDED	MAINTENANCE AGREEMENT	63.60	4-01-25-240-001-029	B Maint. Contracts - Other	R	05/12/15	06/09/15		0224687-IN	N
	6	EXTENDED	MAINTENANCE AGREEMENT	63.60	5-01-25-240-001-029	B Maint. Contracts - Other	R	05/12/15	06/09/15		0224687-IN	N
				5,302.20								
	Vendor Total:			5,302.20								

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
M0143 MSM SERVICE CO.												
	15-00590	04/02/15	FIRST AID SUPPLIES									
	1		FIRST AID SUPPLIES	94.18	5-01-25-240-001-116	B Traffic Bureau	R	04/02/15	06/09/15			N
	Vendor Total:			94.18								
N0425 NJ DEPT. OF HEALTH & SR SERV.												
	15-00818	05/18/15	APRIL 2015 DOG PILOT PROGRAM									
	1		APRIL 2015 DOG PILOT PROGRAM	13.80	T-13-05-265-000-001	B DUE STATE OF NEW JERSEY	R	05/18/15	06/09/15		APRIL 2015	N
	Vendor Total:			13.80								
N0100 NJ POLICE TRAFFIC OFFICERS												
	15-00879	05/26/15	2015 ANNUAL MEMBERSHIP DUES									
	1		2015 ANNUAL MEMBERSHIP DUES	50.00	5-01-25-240-001-044	B Professional Assoc. Dues	R	05/26/15	06/09/15			N
	Vendor Total:			50.00								
N0170 NORCIA CORP.												
	15-00533	03/25/15	CYLINDER REPAIR TRUCK 10									
	1		INV. 70956 - CYLINDER REPAIR	90.00	5-01-26-315-001-132	B Vehicle Maint. - Public Works	R	03/25/15	06/09/15		70956	N
	Vendor Total:			90.00								
P0088 PARKER MCCAY, P.A.												
	15-00967	06/09/15	2541006,2541011, 2541012									
	1		2541006,	1,190.00	5-01-20-155-001-031	B Labor,Personnel & Union Council	R	06/09/15	06/09/15		2541006	N
	2		2541011,	5,073.98	5-01-20-155-001-031	B Labor,Personnel & Union Council	R	06/09/15	06/09/15		2541011	N
	3		2541012,	1,554.00	5-01-20-155-001-031	B Labor,Personnel & Union Council	R	06/09/15	06/09/15		2541012	N
				<u>7,817.98</u>								
	15-00973	06/09/15	2542309,2542310,2542311,542312									
	1		2542310	14.00	5-01-20-155-001-031	B Labor,Personnel & Union Council	R	06/09/15	06/09/15		2542310	N
	2		2542311	274.52	5-01-20-155-001-031	B Labor,Personnel & Union Council	R	06/09/15	06/09/15		2542311	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P0088 PARKER MCCAY, P.A. Continued												
	15-00973	06/09/15	2542309,2542310,2542311,542312	Continued								
	3		2542312	28.00	5-01-20-155-001-031	B Labor,Personnel & Union Council	R	06/09/15	06/09/15		2542312	N
				316.52								
			Vendor Total:	8,134.50								
P0044 PSE&G												
	15-00969	06/09/15	6539567103 140 N MAIN STREET									
	1		6539567103 140 N MAIN STREET	151.33	5-01-31-446-001-143	B Gas/Heat - Fire House	R	06/09/15	06/09/15		6539567103	N
	15-00970	06/09/15	6579810904 148 N MAIN ST #R									
	1		6579810904 148 N MAIN ST #R	40.33	5-01-31-446-001-070	B Gas Heat - Borough Hall	R	06/09/15	06/09/15		6579810904	N
	15-00971	06/09/15	6606292905 DPW BANK STREET									
	1		6606292905 DPW BANK STREET	84.87	5-09-55-501-001-505	B Gas Service	R	06/09/15	06/09/15		6606292905	N
	15-00972	06/09/15	6679486904 OAK LANE 4/15-5/14									
	1		6679486904 OAK LANE 4/15-5/14	347.12	5-09-55-501-002-505	B Gas Service	R	06/09/15	06/09/15		6679486904	N
	15-00974	06/09/15	6550326206 EMS 4/15-5/13									
	1		6550326206 EMS 4/15-5/13	50.05	5-01-25-260-001-073	B Natural Gas Heat	R	06/09/15	06/09/15		6550326206	N
			Vendor Total:	673.70								
Q0176 QC, INC.												
	15-00882	05/26/15	INV/ #1699617 & #1699615									
	1		INV/ #1699617	144.50	5-09-55-501-001-532	B Outside Testing/Labs	R	05/26/15	06/09/15		1699617	N
	2		INV #1699615	107.00	5-09-55-501-001-532	B Outside Testing/Labs	R	05/26/15	06/09/15		1699615	N
				251.50								
			Vendor Total:	251.50								
R0077 ROBERTS ENGINEERING GRP LLC												
	15-00229	02/11/15	2015 WATER/SEWER BLANKET			B						
	30		14057 WELL NO 2 REHAB	1,583.25	5-09-55-501-001-508	B Engineer	R	04/29/15	06/09/15		14057	N
	31		14034 WELL NO 2 REHAB	2,714.00	5-09-55-501-001-508	B Engineer	R	06/09/15	06/09/15		14034	N
	32		INV 14056 ULTRAVIOLET DISINFEC	1,965.25	5-09-55-501-002-508	B Engineer	R	04/15/15	06/09/15		14056	N

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	1099 Excl
R0077 ROBERTS ENGINEERING GRP LLC Continued											
	15-00229	02/11/15	2015 WATER/SEWER BLANKET		Continued						
	33 INV	14033	ULTRAVIOLET DISINFEC	3,321.50	5-09-55-501-002-508	B Engineer	R	04/15/15	06/09/15	14033	N
				9,584.00							
15-00966 06/09/15 14059, 14038, 14054, 14029											
	1 INV	14059	LITIGATION	145.00	5-01-20-155-001-033	B Litigation	R	06/09/15	06/09/15	14059	N
	2 INV	14038	LITIGATION	727.50	5-01-20-155-001-033	B Litigation	R	06/09/15	06/09/15	14038	N
	3 INV	14054	ENCHANTMENT	2,277.50	T-12-56-286-000-888	B ENCHANTMENT RESERVE	R	06/09/15	06/09/15	14054	N
	4 INV	14029	ENCHANTMENT	2,400.00	T-12-56-286-000-888	B ENCHANTMENT RESERVE	R	06/09/15	06/09/15	14029	N
				5,550.00							
	Vendor Total:			15,134.00							
W0156 SEARING, WILLIAM											
	15-00909	06/01/15	REIMBURSEMENT WORK SHOES								
	1	REIMBURSEMENT WORK SHOES	100.00	5-09-55-501-002-507	B Uniforms & Safety Equipment	R	06/01/15	06/09/15			N
	Vendor Total:			100.00							
0028 SIGMA CONTROLS, INC											
	15-00671	04/21/15	INTERMEDIATE CONTROLLER PUMP								
	1	INTERMEDIATE CONTROLLER PUMP	3,088.00	5-09-55-501-002-503	B Sewer Plant Maintenance	R	04/21/15	06/09/15		022038	N
	2	INTERMEDIATE PUMP FREIGHT	44.84	5-09-55-501-002-503	B Sewer Plant Maintenance	R	05/27/15	06/09/15		022038	N
			3,132.84								
	Vendor Total:			3,132.84							
S0037 SONIA MARCOS											
	15-00899	05/28/15	5/25/15 COURT SESSION								
	1	5/25/15 COURT SESSION	70.00	5-01-20-176-000-114	B Court Assistance	R	05/28/15	06/09/15		5/27/15 COURT	N
	Vendor Total:			70.00							

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
V0019 VERIZON												
	15-00900	05/28/15	HPD 201X06936613701Y	5/16/15								
	1	HPD 201X06936613701Y	5/16/15	155.88	5-01-31-440-001-089	B Telephone-VERIZON	R	05/28/15	06/09/15		201X06936613701	N
	15-00963	06/09/15	AWWTP 609448418403883Y	6/1/15								
	1	AWWTP 609448418403883Y	6/1/15	76.48	5-09-55-501-003-545	B Telephone-w/S-VERIZON	R	06/09/15	06/09/15		609448418403883	N
	15-00965	06/09/15	609490026752756Y AWWTP	5/20/15								
	1	609490026752756Y AWWTP	5/20/15	34.19	5-09-55-501-002-545	B Internet Services	R	06/09/15	06/09/15		609490026752756	N
	Vendor Total:			266.55								
V0290 VITAL COMMUNICATIONS INC.												
	15-00854	05/21/15	INV 61579 DATED 4/30/15									
	1	INV 61579 DATED 4/30/15		204.00	5-01-20-150-001-029	B Maintenance Contracts	R	05/21/15	06/09/15		61579	N
	Vendor Total:			204.00								
S0245 WEIGHTS AND MEASURES FUNDS												
	15-00780	05/12/15	TUNING FORK CALIBRATION									
	1	TUNING FORK CERTIFICATIONS		180.00	5-01-25-240-001-116	B Traffic Bureau	R	05/12/15	06/09/15			N
	Vendor Total:			180.00								
W0088 WILLIAM E ANTONIDES AND CO												
	14-02382	12/31/14	2013 AUDIT									
	1	2013 AUDIT		7,000.00	4-09-55-501-001-501	B Audit Services	R	12/31/14	06/09/15		2013 AUDIT	N
	2	2013 AUDIT		7,000.00	4-09-55-501-002-501	B Audit Services	R	12/31/14	06/09/15		2013 AUDIT	N
	3	2013 AUDIT		14,000.00	4-01-20-135-001-029	B Additional Audit Services	R	12/31/14	06/09/15		2013 AUDIT	N
				<u>28,000.00</u>								
	Vendor Total:			28,000.00								
W0094 WILLIAMS SCOTSMAN INC.												
	15-00782	05/12/15	INV #98302232									
	1	INV #98302232		143.99	5-01-26-310-001-025	B Building Rental	R	05/12/15	06/09/15		98302232	N
	Vendor Total:			143.99								

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
Y0025 YOSTEMBSKI, ROBERT	15-00772	05/12/15	PROSECUTOR FEES - APRIL 2015									
	1		PROSECUTOR FEES - APRIL 2015	1,200.00	5-01-25-275-001-111	B Municipal Prosecutor	R	05/12/15	06/09/15			N
Vendor Total:				1,200.00								

Total Purchase Orders: 73 Total P.O. Line Items: 156 Total List Amount: 114,837.29 Total Void Amount: 0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	4-01	20,323.70	0.00	20,323.70	0.00	0.00	20,323.70
	4-09	14,000.00	0.00	14,000.00	0.00	0.00	14,000.00
	Year Total:	34,323.70	0.00	34,323.70	0.00	0.00	34,323.70
CURRENT FUND	5-01	30,232.32	0.00	30,232.32	0.00	0.00	30,232.32
	5-09	43,680.97	0.00	43,680.97	0.00	0.00	43,680.97
	Year Total:	73,913.29	0.00	73,913.29	0.00	0.00	73,913.29
TRUST OTHER - FUND #12	T-12	5,638.50	0.00	5,638.50	0.00	0.00	5,638.50
ANIMAL CONTROL TRUST FUND #13	T-13	74.30	0.00	74.30	0.00	0.00	74.30
LAW ENFORCEMENT TRUST FUND-#14	T-14	600.00	0.00	600.00	0.00	0.00	600.00
HOUSING TRUST FUND-RECAPTURED FUNDS	T-26	287.50	0.00	287.50	0.00	0.00	287.50
	Year Total:	6,600.30	0.00	6,600.30	0.00	0.00	6,600.30
Total of All Funds:		114,837.29	0.00	114,837.29	0.00	0.00	114,837.29

Resolution 2015-162

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AWARDING A CONTRACT FOR SOLID WASTE DUMPSTER SERVICE – REPUBLIC SERVICES OF NEW JERSEY, LLC

WHEREAS, four (4) bids were received on June 10, 2015 for Solid Waste Dumpster Service; and

WHEREAS, the bids have been reviewed by the Purchasing Agent and it is her recommendation that the contract for Solid Waste Dumpster Service in Hightstown Borough be awarded to Republic Services of New Jersey, LLC of 5 Industrial Drive, New Brunswick, NJ 08901 at the price of \$34,149.48 for year one, \$35,515.44 for year two, \$36,936.00 for year three, \$38,413.44 for year four and \$39,949.92 for year five for a total contract price of \$184,964.28; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15(3) the bid was for a period of five years, said contract being awarded with the Borough retaining the right to cancel this contract on any year with ninety days written notice to the vendor; and

WHEREAS, the Borough Attorney has reviewed the lowest responsible bid and determined that the bid submitted by Republic Services of New Jersey, LLC is in order with respect to legal compliance; and

WHEREAS, the Treasurer has certified that funds are available for this expenditure; and

WHEREAS, funds for the continuation of this contract for the four (4) subsequent years shall be made available in the appropriate year's budget; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the contract for Solid Waste Dumpster Service is hereby awarded to Republic Services of New Jersey, LLC of 5 Industrial Drive, New Brunswick, NJ 08901 in the amount of \$34,149.48 for year one, \$35,515.44 for year two, \$36,936.00 for year three, \$38,413.44 for year four and \$39,949.92 for year five for a total contract price of \$184,964.28 effective July 1, 2015.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

BID RESULTS
SOLID WASTE DUMPSTER SERVICE
JUNE 10, 2015 @ 11:00 AM

	Waste Management of NJ Inc.	DeLisa Waste Services	Republic Services	J. Vinch & Sons	Construction Journal	Prime Vendor Inc.
	107 Silvia Street Ewing, NJ 08628	101 Commerce Drive Tinton Falls, NJ 07753	5 Industrial Drive New Brunswick, NJ 08901	1 Vinch Avenue Lawrence Twp, NJ 08648	400 SW 7th Street Stuart, FL 34994	4622 Cedar Ave Suite 123 Wilmington, DE 28403
Dumpster Service:						
Year One	\$ 37,836.00		\$ 34,149.48			
Year Two	\$ 38,593.00	NO BID	\$ 35,515.44	NO BID	NO BID	NO BID
Year Three	\$ 39,365.00		\$ 36,936.00			
Year Four	\$ 40,152.00		\$ 38,413.44			
Year Five	\$ 40,955.00		\$ 39,949.92			
TOTAL BID	\$ 196,901.00	\$ -	\$ 184,964.28	\$ -	\$ -	\$ -
	Pinto Brothers Disposal	Central Jersey Waste	Sakoutis Brothers			
	1128 Birth Place South Plainfield, NJ 07080	423 Stokes Ave Ewing, NJ 08638	113 Rte 34 South Farmingdale, NJ 07727			
Year One		\$ 47,940.00	\$ 69,600.00			
Year Two		\$ 48,898.00	\$ 69,600.00			
Year Three	NO BID	\$ 49,900.00	\$ 69,600.00			
Year Four		\$ 49,900.00	\$ 69,600.00			
Year Five		\$ 49,900.00	\$ 69,600.00			
TOTAL BID	\$	\$ 246,538.00	\$ 348,000.00	\$ -	\$ -	\$ -

Resolution 2015-163

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

ISSUING A MORATORIUM ON THE ISSUANCE OF YEARLY A-FRAME SIGN PERMITS

WHEREAS, the Planning Board has requested that the Borough Council issue a moratorium on the issuance of A-Frame Sign permits and direct the Zoning Official to cease the issuance of said permits beginning July 1, 2015; and

WHEREAS, the Planning Board is concerned with the number of A-Frame Signs cluttering the Borough; and

WHEREAS, the Planning Board is investigating alternatives to the A-Frame Sign; and

WHEREAS, the Borough Council finds that issuing a directive to the Zoning Official to cease the issuance of the annual A-Frame Sign Permits will benefit the Borough; and

WHEREAS, the Borough Council also finds that issuing a moratorium on the issuance of annual A-Frame sign permits will improve the Borough's curb appeal and quality of life.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that a moratorium is in effect for the issuance of yearly A-Frame Sign permits effective July 1, 2015 and that the Zoning Official is hereby directed to cease issuing said permits effective July 1, 2015 and continuing until further notice.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

Resolution 2015-164

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AUTHORIZING AGREEMENT WITH TACORITO FOR USE OF PUBLIC RIGHT-OF-WAY

WHEREAS, TacoRito (referenced herein as the “Applicant”), having an address of 110 Main Street, Hightstown, New Jersey, is a tenant in the property known and designated as Block 33, lot 6 on the Hightstown Borough Tax Map (referenced herein as the “property”), which is adjacent to Main Street; and

WHEREAS, the Applicant conducts a restaurant at the property known as the “TacoRito”, and has requested permission to place tables and chairs outside of its business for the exclusive use of patrons of the TacoRito and to conduct normal business activities associated with the TacoRito within the said area; and

WHEREAS, the area adjacent to the property encompasses a certain right-of-way area owned by the State of New Jersey (referenced herein as the “State”); and

WHEREAS, the State, through the New Jersey Department of Transportation (referenced herein as the “D.O.T.”), has advised the Borough that there are no permits required from, nor is there any other formal process necessary through, the State in order for the Applicant to install the desired outdoor tables and chairs or to conduct normal business activities within the area in question, which encompasses part of the right-of-way area owned by the State; and

WHEREAS, rather, the State, through the D.O.T., has advised the Borough that such approval is a local matter to be handled by the Borough so long as the proposed outdoor tables, chairs and/or other equipment do not block and/or interfere with pedestrian traffic; and

WHEREAS, the Borough is willing to allow the Applicant to utilize the area in question upon the terms and conditions set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Hightstown, that the Borough hereby permits the Applicant to utilize the area in question for the uses referenced above in consideration of the mutual promises and covenants set forth in the Agreement, and the Mayor and Borough Clerk are hereby authorized to execute said Agreement on behalf of the Borough.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

AGREEMENT TO UTILIZE PUBLIC RIGHT-OF-WAY

THIS AGREEMENT made this 15th day of June, 2015 between:

BOROUGH OF HIGHTSTOWN, a municipal corporation of the State of New Jersey, with offices located at 156 Bank Street, Hightstown, New Jersey 08520 (hereinafter referred to as the “Borough”),

AND

TACORITO having an address of 110 Main Street, Hightstown, New Jersey 08520 (hereinafter referred to as the “Applicant”).

WITNESSETH

WHEREAS, the State of New Jersey (the “State”) is the owner of a certain public right-of-way adjacent to Main Street in the Borough of Hightstown, County of Mercer and State of New Jersey, a portion of which is also located upon, across and/or adjacent to certain real property known and designated as Block 33, Lot 6 on the Hightstown Borough Tax Map (the “property”); and

WHEREAS, the Applicant is a tenant at the property and operates a restaurant known as the “TacoRito” at the said property; and

WHEREAS, the Applicant has requested permission from the Borough to place tables and chairs outside of its business for the exclusive use of patrons of the TacoRito and to conduct normal business activities associated with the TacoRito within a certain area, as described below, which encompasses part of the right-of-way owned by the State; and

WHEREAS, the area of proposed outdoor use by the Applicant (hereinafter referenced as the “Access Area”) is more particularly described as an area from the northeast side of the property to six (6) feet from the inside of the curb (or 6 feet, 8 inches from the outside of the

curb) on Main Street and extending for the length of the property and around the corner into the alley way leading to the Stockton Street parking lot (leaving at least a six (6) feet, 8 inch walkway between the tables and the building on the other side of the alley way); and

WHEREAS, the State, through the New Jersey Department of Transportation, has advised the Borough that there are no permits required from, nor is there any other formal process necessary through, the State in order for the Applicant to install outdoor dining tables and chairs within the Access Area and/or for the Applicant to exclusively use the Access Area in connection with its normal business activities; and

WHEREAS, the State, through the New Jersey Department of Transportation, has advised the Borough that such approval is a local matter to be handled by the Borough, so long as the proposed outdoor dining tables and chairs, and other outdoor uses by the Applicant, do not block and/or interfere with pedestrian traffic; and

WHEREAS, the Borough is willing to allow the Applicant to utilize the Access Area for the purposes referenced above, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, it is hereby agreed by and between the parties as follows:

1. Subject to the terms and conditions set forth below, the Borough hereby allows the Applicant to utilize part of the public right-of-way as located within the Access Area in order to place outdoor dining tables and chairs for the exclusive use of patrons of the TacoRito and to conduct normal business activities associated with the TacoRito.

2. The Access Area shall not include an area from Main Street to six (6) feet from the inside of the curb (or 6 feet, 8 inches from the outside of the curb) nor 6 feet 8 inches of the

alley way adjacent to the next building. Such area shall remain free and clear so as not to interfere with and/or impede the general flow of pedestrian traffic.

3. The Applicant shall maintain the Access Area free of litter, branches and other debris at all times.

4. The Applicant shall not construct any permanent fixtures or structures within the Access Area.

5. The Applicant shall obtain and maintain appropriate liability insurance, in amounts acceptable to the Borough, at all times during the term of this Agreement and shall name the Borough as an additional insured therein. The Applicant shall provide proof of the insurance coverage required by this Paragraph to the Borough, particularly to the attention of the Borough Clerk, on an annual basis. The Applicant agrees to provide the Borough with advance written notice, particularly to the attention of the Borough Clerk, of any proposed changes in its insurance coverage relating to the Access Area (of whatever nature) during the term of this Agreement.

6. The Applicant, absent negligence on the part of the Borough, its employees, officials, agents and/or other representatives, agrees to release, defend and hold harmless the Borough, its employees, officials, agents and other representatives, from and against any and all claims, demands, suits or actions, and liability, loss, damage, or judgment which may in any manner arise out of, or be occasioned by, or result from the use or occupancy of the Access Area by the Applicant and its invitees, as well as against any fees, costs, charges or expenses which the Borough may incur in the defense of any such claim, suit, action or similar demand made or filed by any third-party against the Borough to the extent the same arises out of or relates to the use of the Access Area by the Applicant and its invitees.

7. The Applicant shall be responsible for the outdoor dining tables, chairs and/or other equipment (collectively, the “personal property”) that are utilized within the Access Area, including any damages which may be occasioned thereto from others or through Acts of God. Absent negligent or intentional destructive acts performed by the Borough, its employees, officials, agents and/or other representatives, the Borough shall not be held responsible for any damage(s) which may be occasioned to the Applicant’s personal property. Moreover, the Applicant shall be responsible for any damage(s) which may be occasioned to the person and/or property of third parties resulting from the personal property.

8. The term of this Agreement shall be for one (1) year from the date hereof, and may be renewed at the mutual agreement of the parties.

9. Notwithstanding the foregoing, the Borough shall have the right to terminate this Agreement, after providing the Applicant with reasonable written notice and a reasonable opportunity to cure, if the Applicant shall default on any covenant or obligation contained herein.

10. The Applicant shall, upon termination or expiration of this Agreement, unless otherwise directed by the Borough, cause the Access Area to be restored to a condition reasonably similar to that which existed prior to entry thereon.

11. This Agreement shall be governed by the laws of the State of New Jersey. The parties hereby acknowledge that this Agreement has been executed and delivered in the State of New Jersey, and the parties submit to the jurisdiction of the courts of the State of New Jersey.

12. This Agreement shall constitute the entire agreement between the parties relating to the right of access referenced herein. No changes, additions or modifications to this Agreement shall be effective unless signed in writing by all parties.

13. This Agreement shall be binding upon the Applicant, its executors, administrators, or legal representatives, successors and assigns.

14. This Agreement shall not be assignable by the Applicant.

IN WITNESS WHEREOF, the Borough and the Applicant have caused this Agreement to be executed.

WITNESS:

TACORITO

By: GUAN ZHENG DATE

ATTEST:

BOROUGH OF HIGHTSTOWN

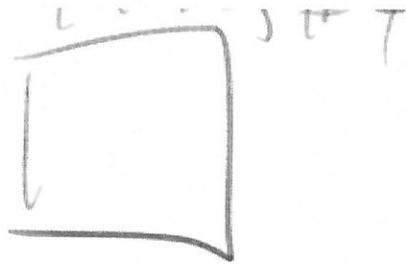
DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE DATE
MAYOR

STATE OF NEW JERSEY }
 }
COUNTY OF MERCER } SS

BE IT REMEMBERED, that on this _____ day of _____, 2011, before me, the subscriber, personally appeared GUAN ZHENG, who, being by me duly sworn

Alleyway

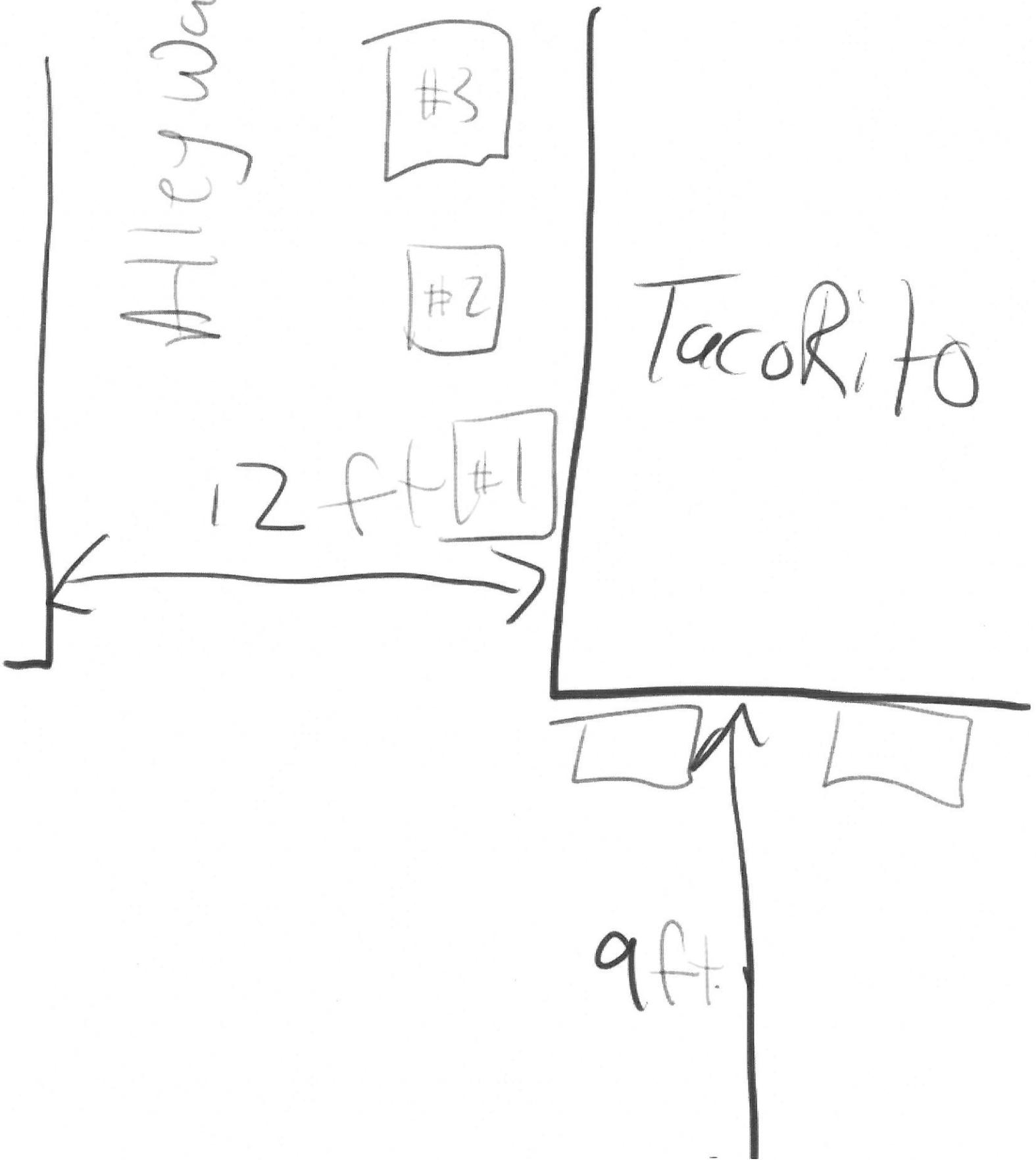


12 ft

TacoRito



9 ft



Resolution 2015-165

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AUTHORIZING RELEASE OF ESCROW FUNDS – HIGHTS REALTY, LLC (BLOCK 61.01, LOT 43)

WHEREAS, Hights Realty, LLC deposited escrow funds in the amount of \$2,000.00 for a project at Block 61.01, Lots 43; and

WHEREAS, Hights Realty, LLC has withdrawn its application for this project and has requested that the remaining escrow funds on deposit with the Borough for Block 61.01, Lots 43 be released; and

WHEREAS, the Professionals of the Borough have certified that all payments due them from this escrow account have been paid; and

WHEREAS, it is hereby recommended that the remaining escrow funds in this account be returned to Hights Realty, LLC.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Treasurer is authorized and directed to release the escrow funds on deposit with the Borough as referenced above to Hights Realty, LLC, 401 El. Linden Avenue, Linden, New Jersey 07036.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided to the following:

- a. Hights Realty, LLC
- b. Janice Mohr-Kminek, Treasurer
- c. Sandy Belan, Planning Board Secretary
- d. Carmela Roberts, Borough Engineer

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

Resolution 2015-166

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

RATIFYING THE MEMORANDUM OF AGREEMENT WITH THE HIGHTSTOWN MEMBERS OF LOCAL 32 OF THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION AFL-CIO FOR THE YEARS 2015, 2016, 2017, AND 2018, AND AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT RELATING THERETO

WHEREAS, the Borough of Hightstown and the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO have negotiated a Memorandum of Agreement for the years 2015, 2016, 2017, and 2018; and

WHEREAS, a copy of the Memorandum of Agreement is attached hereto and made a part hereof; and

WHEREAS, the Memorandum of Agreement has been reviewed by all parties and ratified by the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO; and

WHEREAS, it is the desire of the Mayor and Council that it be approved, ratified and executed by the appropriate representatives of the Borough; and

WHEREAS, it is also the desire of the Mayor and Council to authorize the appropriate Borough Officials to execute a new Collective Bargaining Agreement (“CBA”) with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO for the years 2015, 2016, 2017, and 2018, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown as follows:

1. That the attached Memorandum of Agreement with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO for the years 2015, 2016, 2017, and 2018, which agreement is on file in the Borough Clerk’s office, is hereby approved and ratified.
2. That the Borough Administrator is hereby authorized to execute, and the Borough Clerk to attest, the attached Memorandum of Agreement with the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO for the years 2015, 2016, 2017, and 2018.
3. That the Borough Administrator is hereby authorized to execute, and the Borough Clerk to attest, a new CBA with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO for the years 2015, 2016, 2017, and 2018, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Hightstown Local 32 of the Office and Professional Employees International Union AFL-CIO;
 - b. Elizabeth Garcia, Esq., Labor Counsel.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN THE
BOROUGH OF HIGHTSTOWN
AND HIGHTSTOWN MEMBERS OF LOCAL 32
OF THE OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION AFL-CIO**

The Borough of Hightstown (hereafter referred to as the "Borough") and the Hightstown **LOCAL 32 OF THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION AFL-CIO** (hereafter referred to as the "Union"), herewith enter into this Memorandum of Agreement this _____ Day of May, 2015.

WHEREAS, the Union commenced negotiations with the Borough of Hightstown on a successor Collective Bargaining Agreement (CBA); and

NOW, THEREFORE, all Parties have reached Agreement on the following terms and conditions:

- 1 The collective bargaining agreement will be a four (4) year agreement , January 1, 2015 through December 31, 2018.
- 2 Annual wage increase: year 1 see appendix A., year 2, 3, 4 = 2% each year plus step increase 7/1 for any one in steps.
- 3 Article X Salaries and Wages
 - A Delete section F.
 - B Add: The Borough will automatically change the salary rate of a new employee who started at the lowest rate in the pay scale, upon a satisfactory performance review during the first 5 years of employment. The increases shall be \$1.00 after year one, and \$.50 after year 2, 3, & 4.
 - C Add: The Borough has the sole discretion to place any new hire and or promoted/transferred employee at any rate in the scale based on the new employee's experience, training, and or qualifications not to exceed the mid-point of the range.
 - D Add: The Borough also has the discretion to move any employee to another step on the employee's existing salary scale based upon performance of the employee.

However any performance increase shall be limited to a one step increase within any 12 month period.

- 4 Art XI Longevity : Add language that states any employee hired after 1/1/15 will not be eligible for longevity.
- 5 Article X Agree to union request of \$75 per week for on call
- 6 Art XII Vacation : Amend language to allow max payment of 5 days for unused vacation time at end of every year. Continue to allow 5 day carry over, in addition to carrying any vacation time denied during the year.
- 7 Art XV Sick Leave:
 - A Amend language that allows for annual payment of sick leave, to allow annual payment after 60 days in bank.
 - B Agree to union request for \$15,000 max at retirement
- 8 Art XXI Agree to adding all stewards to union leave
- 9 Art XXIV Health Benefits All Employees covered under this contract will contribute towards their medical benefits as prescribed by Chapter 78 of the New Jersey State Statutes. Also amend language to state "equal to or better".
- 10 Article XIII Holidays section 2a: Procedure for AWWTP to be paid for holidays rather than having time off as per current contract language.
- 11 Increase shift differential by \$.25 effective January 1, 2017.

This Agreement signed this _____ day of _____, 201__ by and between:

Borough of Hightstown:

Local 32

Borough Representative

Local 32 Representative

Attest:

Date:

APPENDIX A

employee	Inc	date
Belan, S	0.7	1/1/2015
Hare G	0.58	1/1/2015
Altiero, E	0.58	1/1/2015
Havens, W		
muccioli, J	0.58	1/1/2015
Jimenez, S	0.58	1/1/2015
Minestra, J	0.5	7/1/2015
Weeks, J	0.58	1/1/2015
Luhrman, P	1	1/1/2015
	0.6	7/1/2015
Ortiz, s	0.58	1/1/2015
Syx, D	0.92	1/1/2015
Herbert, G	0.58	1/1/2015
Bauer, J	0.5	1/1/2015
	0.5	7/1/2015
Rodriguez, R	0.6	1/1/2015
Zippo, K	0.6	1/1/2015
	0.6	7/1/2015
Walton, K	0.75	1/1/2015
	0.5	7/1/2015
Mathes, W	1	1/1/2015
	0.39	7/1/2015
Bell, k	0.58	1/1/2015
Lewis, R	0.58	1/1/2015

Resolution 2015-167

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AUTHORIZING EXECUTION OF RIGHTS-OF-WAY USE AGREEMENT WITH CROSS RIVER FIBER, LLC

WHEREAS, Cross River Fiber, Inc. (“Cross River”) is a public utility and telecommunications carrier as defined by N.J.S.A 48:2-13; and

WHEREAS, Cross River is authorized to provide service by the New Jersey Board of Public of Utilities and the Federal Communications Commission; and

WHEREAS, Cross River is seeking to install telecommunications facilities on utility poles or within underground conduits located in the public right-of-way in the Borough of Hightstown in order to provide telecommunications services to the public, and to operate, maintain and repair facilities; and

WHEREAS, N.J.S.A 48:17-10 through 48:17-12 permits municipalities to enter into a Rights-of-Way Use Agreement with a telecommunications carrier; and

WHEREAS, the Borough of Hightstown desires to enter into a Rights-of-Way Use Agreement with Cross River that sets forth the terms of use, occupancy and manner in which Cross River will utilize the Borough of Hightstown Rights of Ways (“Use Agreement”); and

WHEREAS, the Use Agreement shall be effective for an initial ten (10) year term and contain three (3) additional renewable ten (10) year terms; and

WHEREAS, annexed hereto is a copy of the Use Agreement to be entered into by and between the Borough of Hightstown and Cross River;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Hightstown, being the governing body thereof, that the Mayor be and hereby is authorized to execute and the Municipal Clerk be and hereby is authorized to witness, the annexed Rights-of-Way Use Agreement between the Borough of Hightstown and Cross River Fiber, Inc.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk



May 22, 2015

Henry Underhill
Borough Administrator
The Borough of Hightstown
156 Bank Street
Hightstown, NJ 08520

Re: Request for Municipal Consent

Dear Henry,

I am writing to request municipal consent from the Borough of Hightstown for our company, Cross River Fiber to use the public right-of-way in order to attach or install our telecommunications fiber optic cable to existing utility poles or conduits. Enclosed you will find copies of a sample resolution, our BPU approval as well as a copy of applicable federal and state statutes that govern our industry.

As a telecommunications utility, we have been authorized by the Board of Public Utilities to provide local telecommunications services throughout the State of New Jersey. Pursuant to such authority, we may locate, place, attach, install, operate and maintain fiber optic facilities within the municipal, county and state right-of-way for the purpose of providing telecommunications services. As such, in accordance with N.J.S.A. 48:3-19, we request the consent of the Borough of Hightstown to locate, operate and maintain fiber optic cable within the municipal right-of-way throughout the Township of Brick for us by our commercial customer. We are respectfully requesting that this permission be granted within 60 days of receipt of this letter.

Our efforts to expand our existing fiber optic infrastructure throughout the State of New Jersey and through Borough of Hightstown will allow us to offer additional competitive services of all commercial and municipal customers. Our customers include other telecommunications carriers, enterprise and commercial businesses, municipal governments, hospitals and local school districts. We provide our customers with a network infrastructure which aggregates voice, internet and private data on high bandwidth fiber optic cable that spans from corporate campuses to metropolitan and inner-city networks

My office will be contacting you to follow up on your receipt of this information and to discuss the next steps to receive your municipal consent. In the meantime, should you have any questions, do not hesitate to contact me at 732-643-0115. We will be happy to make an informal presentation to you and your board at an appropriate upcoming meeting and to answer any questions they may have at that time.

Sincerely,

Fred Brody,
Business Development
732-643-0115

RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated June 15, 2015 (the "Effective Date"), and entered into by and between the Borough of Hightstown ("Borough"), a New Jersey Borough corporation, with offices located at 156 Bank Street, Hightstown, NJ 08520 and Cross River Fiber, LLC ("Cross River Fiber") with offices located at 382 Springfield Avenue, Suite 409, Summit, NJ 07901.

RECITALS

WHEREAS, Cross River Fiber was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE11050320 on July 14, 2011 and Docket No. TE12040297 on June 18, 2012 and intends to provide telecommunication services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

WHEREAS, Pursuant to such authority granted by the New Jersey Board of Public Utilities, Cross River Fiber may locate, place, attach, install, operate and maintain facilities within Public Rights-of-Way for purposes of providing telecommunications services; and

WHEREAS, Cross River Fiber proposes to place its telecommunication facilities aerially on existing utility poles or in underground conduit in the Public Rights-of-Way within the Borough for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system.

WHEREAS, it is in the best interests of the Borough and its citizenry for the Borough to grant consent to Cross River Fiber to occupy said Public Rights-of-Way within the Borough for this purpose.

WHEREAS, the consent granted herein is for the non-exclusive use of the Public Rights-of-Way within the Borough for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Borough and Cross River Fiber hereby agree to and with each other as follows:

Section 1. Definitions

- a. "BPU" is the New Jersey Board of Public Utilities.
- b. "Cross River Fiber" is the grantee of rights under this Use Agreement and is known as Cross River Fiber, their successors and assigns.
- c. "Borough" is the grantor of rights under this Use Agreement and is known as the Borough of Hightstown, State of New Jersey.
- d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- e. "Public Rights-of-Way" means the space in, upon, above, along, across, over, and through any public land, road, street or highway of the Borough, including lands with public utility facilities as the same now or hereafter may exist, that are under the jurisdiction of the Borough. This term shall not include Borough, state, or federal rights-of-way or any property owned by any person or agency other than the Borough, except as provided by applicable Laws or pursuant to an agreement between the Borough and any such person or agency.
- f. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

Section 2. Grant of Consent.

The Borough hereby grants Cross River Fiber its Borough consent for the non-exclusive use of the Public Rights-of-Way within the Borough for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

Section 3. Public Purpose.

It is deemed to be in the best interests of the Borough and its citizenry, particularly including commercial and industrial citizens, for the Borough to grant consent to Cross River Fiber to occupy said Public Rights-of-Way within the Borough for this purpose.

Section 4. Scope of Use Agreement.

Any and all rights expressly granted to Cross River Fiber under this Use Agreement, which shall be exercised at Cross River Fiber's sole cost and expense, shall be subject to the prior and con-

tinuing right of the Borough under applicable laws to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other person or persons, and shall by further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Public Rights-of-Way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Cross River Fiber a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

The Borough hereby authorizes and permits Cross River Fiber to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or other structures owned by public utility companies, or others, or to be constructed by Cross River Fiber located within the Public Rights-of-Way as may be permitted by the property owner, as the case may be.

Section 5. Compliance with Ordinance

Cross River Fiber shall comply with all applicable existing ordinances of the Borough as may be amended from time to time and with all future ordinances as may be enacted to the extent such ordinances are consistent with state and federal law.

Section 6. Duration of Consent

The non-exclusive Borough consent granted herein shall expire fifty (50) years from the Effective Date of this Use Agreement.

Section 7. Indemnification

Cross River Fiber, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Borough, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Cross River Fiber actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the Borough in connection with any and all claims, demands,

shall file with the Borough Certificates of Insurance with endorsements evidencing the coverage provided by said liability and excess liability policies.

The Borough shall notify Cross River Fiber within fifteen (15) days after the presentation of any claim or demand to the Borough, either by suit or otherwise, made against the Borough on account of any of Cross River Fiber or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

Section 11. Assignment.

Cross River Fiber may not assign this Use Agreement without the written consent of the Borough, which consent shall not be unreasonably withheld or delayed, except that Cross River Fiber shall have the right, upon notice to the Borough, to assign this Use Agreement without the Borough's consent if such assignment is approved by the BPU.

Section 12. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 13. Governing Law.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

Section 14. LLCorporation of Prior Agreements.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 15. Modification of Agreement.

This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 16. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 17. Counterparts.

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

Cross River Fiber, LLC.

Robert Sokota, Chief Administrative Officer and General Counsel

Dated: _____

The Borough of Hightstown _____

WITNESS:

Lawrence D. Quattrone, Mayor

Debra L. Sopronyi, Borough Clerk

Dated: _____

Resolution 2015-168

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AUTHORIZING PARTICIPATION IN THE NATIONAL JOINT POWER ALLIANCE (NJPA) COOPERATIVE PURCHASING PROGRAM PURSUANT TO P.L. 2011, C. 139

WHEREAS, the National Joint Power Alliance (NJPA) Cooperative Purchasing Program is created to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and

WHEREAS, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

WHEREAS, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities; and

WHEREAS, the Borough of Hightstown as a contracting unit, may without advertising for bids, purchase any materials, supplies or equipment entered into on behalf of the National Joint Power Alliance (NJPA) Cooperative Purchasing Program pursuant to the provisions of P.L.2011, c. 139 which permits contracting units to use contracts awarded by national or regional cooperative or other states that were competitively bid. The law supplements existing law on the use of such contracts and is intended to provide additional flexibility to local government in the area of procurement; and

WHEREAS, the Borough Council desires to obtain membership in the NJPA and to purchase certain products and services from vendors through the NJPA; and

WHEREAS, the Borough Council authorizes the Borough Administrator and/or Qualified Purchasing Agent to submit an on-line application and execute any paperwork required to obtain membership into the NJPA and to purchase products and services from the NJPA Cooperative Purchasing Program contracts.

WHEREAS, pursuant to the rules of the Local Finance Board of the State of New Jersey no amount of any contract shall be chargeable until certification of available funds is made and upon receipt of a properly executed purchase order.

NOW THEREFOR BE IT RESOLVED, by the Mayor and Council of the Borough of Hightstown, of the County of Mercer in the State of New Jersey, that the Borough Administrator and/or Qualified Purchasing Agent are authorized to submit an on-line application and execute any paperwork required for membership into the National Joint Power Alliance Cooperative Purchasing Program to purchase products and services from the NJPA contracts.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

Resolution 2015-169

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

RESCINDING RESOLUTION 2015-134

WHEREAS, the Borough Council authorized use of the Memorial Parking Lot for a Latino Festival to be held on July 11, 2015; and

WHEREAS, the original application for a Park Use Permit requested the use of Memorial Park for this event however the Parks and Recreation Commission has authorized the use of Bank Street Park for this event; and

WHEREAS, the authorization for the use of the Memorial Parking Lot was issued under the original application and in connection with authorization by the Parks and Recreation for the Park Use Permit being issued for the use of Memorial Park; and

WHEREAS, the Borough Council finds it necessary to rescind resolution 2015-134 which authorized use of the Memorial Parking Lot for a Latino Festival to be held in Memorial Park on July 11, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that resolution 2015-134 which authorized the use of the Memorial Parking Lot for a Latino Festival on July 11, 2015 is hereby rescinded due to the circumstances as stated above.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

Resolution 2015-170

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE LICENSE #1104-44-002-010 –
FAMILY WINES AND LIQUORS, INC. (T/A HIGHTSTOWN LIQUORS)**

WHEREAS, Family Wines and Liquors, Inc. has made application to the Borough for renewal of their Plenary Retail Distribution License #1104-44-002-010, together with the required fees; and

WHEREAS, the State of New Jersey Division of Taxation has certified, by issuance of an ABC Retail Licensee Clearance Certificate, that Family Wines and Liquors, LLC, is in compliance with Chapter 161, Laws of New Jersey 1995, and that they have no objections to renewal of said license; and

WHEREAS, the Police Lieutenant has been consulted and has no objections to renewal of this license.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Municipal Clerk is hereby authorized to issue the following Alcoholic Beverage License to Family Wines and Liquors, Inc. doing business as Hightstown Liquor at 107 Stockton Street:

**2015-2016 Plenary Retail Distribution License
License #1104-44-002-010
Fee: \$2,500.00**

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Division of Alcoholic Beverage Control.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk



Hightstown Police Department

415A Mercer Street

Hightstown, New Jersey 08520

Phone: (609) 448-1234 ~ Fax: (609) 443-0310 ~ email: police@hightstownpd.org

Lieutenant Frank Gendron

Officer in Charge

June 11, 2015

Borough of Hightstown
Mayor Lawrence Quattrone
& Council Members
156 Bank Street
Hightstown, NJ 08520

**RE: Family Wine and Liquors
License #1104-44-002-010**

Dear Mayor Quattrone:

I have no objections to Family Wines and Liquors, Inc. renewing their Plenary Retail Distribution License per Resolution 2015-170.

Please feel free to contact me if you have any questions.

Sincerely,

Lieutenant Frank Gendron
Officer in Charge

Resolution 2015-171

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

WAIVING FEES FOR CERTAIN PARKING PERMITS

WHEREAS Rise (formerly known as the Community Action Service Center), a nonprofit agency serving Borough residents, has requested eight 2015-2016 parking permits for use by their staff, including four special permits for use in the Main Street parking lot and four permits for use in the Borough's permit parking area near Wells Fargo Bank; and

WHEREAS, Rise has requested that the fees for these permits be waived; and

WHEREAS, because Rise is an agency that receives financial support from, and serves residents of the Borough, the Mayor and Council wish to authorize issuance of said permits at no fee.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Borough Clerk shall issue Rise eight (8) 2014-2015 parking permits as detailed herein and that the fees for these permits shall be waived.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

Resolution 2015-172

BOROUGH OF HIGHTSTOWN
 COUNTY OF MERCER
 STATE OF NEW JERSEY

**AUTHORIZING EXECUTION OF A MUNICIPAL SHARED SERVICES DEFENSE
 AGREEMENT FOR PARTICIPATION IN THE PREPARATION OF A STATEWIDE
 FAIR SHARE ANALYSIS UNDERTAKEN BY RUTGERS UNIVERSITY AND
 AUTHORED AS THE BURCHELL FAIR SHARE ANALYSIS**

WHEREAS, the Borough of Hightstown has filed or anticipates filing a Declaratory Judgment Action in the Superior Court of New Jersey Mercer County in furtherance of the Supreme Court's March 10, 2015 decision captioned In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (the "Supreme Court Decision"); and

WHEREAS, Fair Share Housing Center ("FSHC"), through the services of David Kinsey, has prepared what it considers to be the statewide fair share numbers (the "FSHC Numbers") for use by the 15 vicinage Mt. Laurel Judges to calculate a municipality's affordable housing obligation pursuant to the Supreme Court Decision; and

WHEREAS, the Borough of Hightstown desires to participate in the preparation of a statewide fair share analysis to be undertaken by Rutgers, The State University of New Jersey ("Rutgers"), through Dr. Robert W. Burchell, Principal Investigator, and various other experts employed by Rutgers in order to establish a rational and reasonable methodology (the "Burchell Fair Share Analysis") for determination of a municipality's obligation to provide a realistic opportunity through its land use ordinances for its fair share of the region's affordable housing needs in accordance with the Mount Laurel Doctrine as set forth in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Decision") and prior decisions of the Courts of New Jersey, and the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq.; and

WHEREAS, Rutgers, utilizing Dr. Burchell as the Principal Investigator and author has agreed to prepare the Burchell Fair Share Analysis within 90 days of being retained to establish his view of the proper way to determine each municipality's fair share obligation; and

WHEREAS, Dr. Burchell estimates the cost to prepare the initial Burchell Fair Share Analysis will be \$70,000; and

WHEREAS, it is anticipated that there will be a need for Dr. Burchell to analyze any challenges to his conclusions and prepare a rebuttal report to said challenges which is not included in the \$70,000; and

WHEREAS, it is anticipated that if each municipality contributes \$2,000, there will be sufficient monies to pay the cost to prepare the initial Burchell Fair Share Analysis, to analyze any challenges to the Initial Fair Share Analysis and to Prepare A Rebuttal Report given the number of municipalities that have expressed an interest in retaining Burchell; and

WHEREAS, a Municipal Shared Services Defense Agreement (hereinafter MSSDA"), has been prepared (a) so that monies can be collected to enter into an agreement with Rutgers (hereinafter "the Rutgers Agreement") and so that Burchell, along with various other experts from Rutgers, can perform the tasks described above and (b) so that the rights and responsibilities of each municipality that wishes to sign the agreement to retain Rutgers are defined; and

WHEREAS, the MSSDA provides that the Law Offices of Jeffrey R. Surenian and Associates, LLC ("Surenian") will serve as the administrative entity to sign the Rutgers agreement on behalf of the municipalities that signed the MSSDA and paid the \$2,000 fee; and

WHEREAS, it is imperative given the time constraints for municipalities that wish to retain Burchell to sign the MSSDA and pay the \$2,000 fee so that Burchell can conduct the necessary analysis; and

WHEREAS, notwithstanding the foregoing, it is possible that the MSSDA may need to be changed as a result of ongoing negotiations with the Rutgers agreement following execution of the MSSDA and the payment of the \$2,000 fee; and

WHEREAS, in such an event, any member that objects to the changes that Rutgers may require shall have the opportunity to relinquish membership in the Municipal Group and to receive back the \$2,000 payment as more specifically set forth in the MSSDA.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Hightstown, as follows:

1. The terms and conditions of the MSSDA attached hereto are hereby approved, ratified and confirmed.
2. The amount of \$2,000 is hereby authorized to be expended by the Borough of Hightstown for Rutgers through Dr. Robert Burchell, Principal Investigator to prepare the Burchell Fair Share Analysis.
3. A certification of funds authorizing the aforesaid expenditure has been signed by the Chief Financial Officer of the Borough of Hightstown and is appended hereto.
4. The Mayor be and is hereby authorized to execute the aforesaid MSSDA to memorialize the participation of the Borough of Hightstown in the preparation of the Burchell Fair Share Analysis and to take any and all actions reasonably required to effectuate said Agreement.
5. The Borough of Hightstown hereby authorizes Jeffrey R. Surenian, Esq. to execute on behalf of the Borough of Hightstown the Research Agreement with Rutgers to initiate and complete Burchell Fair Share Analysis and to do such other actions to effectuate the purposes of said Research Agreement.
6. If further changes to the MSSDA are needed as a result of finalizing the Rutgers Agreement, within ten (10) days of notification by Surenian of the changes, the Borough of Hightstown will inform Surenian if it objects to the changes and wishes to withdraw from the Municipal Group and obtain a refund of the \$2000 it paid.
7. This Resolution shall take effect immediately.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

MUNICIPAL SHARED SERVICES DEFENSE AGREEMENT

This Agreement is made as of this __ day of _____, 2015, between and among the Members (the "Members") of the Municipal Group (collectively, the "MG"), whose representatives have executed this Shared Services Defense Agreement ("Agreement"). A list of the Members is attached hereto as Appendix A. In consultation with their legal advisors, the Members of the MG are considering, have or will file a Declaratory Judgment Action in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Decision") or may otherwise be engaged in litigation (hereinafter referred to as "Litigation") for a Judgment of Compliance and Repose and, among other forms of relief, a determination of the municipality's obligation to provide a realistic opportunity for its fair share of the region's affordable housing needs in accordance with the Mount Laurel Doctrine as set forth in the Decision and prior decisions of the Courts of New Jersey, and the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq. (Collectively referred to as "Housing Obligations")

WHEREAS, the Members wish to cooperate collectively to obtain information regarding the development of Housing Obligations that may be used in planning and in the Litigation and to enter into an agreement with Rutgers University for that purpose

NOW, THEREFORE, in consideration of the agreements and obligations listed below, the Members hereby agree as follows:

1. Purpose.

The purpose of this Agreement is to control the manner and the means by which the Members:

- (a) participate in this Agreement;
- (b) collectively retain the State University of New Jersey (“Rutgers”), which employs Dr. Robert Burchell and various other Rutgers experts with whom he will work (hereinafter collectively “Burchell”);
- (c) collectively work with Burchell to conduct an analysis and report (hereinafter “Burchell Report”) of the housing need for each region and the allocation of that need to the individual municipalities in the region;
- (d) may elect, at the exclusive expense of any Member or group of Members, to rely upon and present Burchell as a witness in the Litigation, including for any mediation, Alternative Dispute Resolution or other proceeding involving a determination of a Member’s Affordable Housing Obligation;
- (e) raise funds to pay for activities authorized by the MG (“Shared Costs”) as described herein at Section 5 hereof; and
- (f) engage in such other activities related to and in accordance with the purposes of this Agreement.

Nothing in this Agreement limits the right of any Member to take such action as deemed necessary to protect its own interests, or to present its own analysis of its Housing Obligation and rely upon credits, vacant land analysis adjustments, and such other factors and/or crediting mechanisms that may be necessary and appropriate to properly adjust its Housing Obligation.

2. Meetings.

Upon remitting the initial \$2,000 payment set forth in paragraph 5 and execution of this Agreement, each member of the MG shall provide Surenian with the email address of counsel to whom all notices under this Agreement shall be provided if it has not done so heretofore (hereinafter “designated counsel”). In the event the municipality fails to supply the name of the designated counsel, the municipal attorney shall serve as the designated counsel unless the municipality informs Surenian at JRS@Surenian.com that it wishes another attorney to serve as designated counsel and Surenian confirms receipt of that request. Upon 5 calendar days notice by email to designated counsel, meetings of the MG shall be conducted with Counsel for Members to determine actions to be taken by and on behalf of the MG in furtherance of their common interests in the Litigation. All meetings shall be scheduled, to the extent reasonably possible at Rutgers University so that the greatest number of available counsel for Members may participate. In the event of such a meeting, each municipality shall have one vote and a majority of those present may take action on behalf of the MG

3. Retention of Burchell.

a. The administrative retention of Burchell through a Research Agreement with Rutgers to conduct an analysis of Housing Obligations shall be made by Jeffrey R. Surenian and Associates, LLC (“Surenian”) on behalf of the MG. Surenian shall monitor and track the progress of Dr. Burchell and shall confer with the MG as to the development of his analysis and report and other issues; provided, however, that nothing herein contained shall mean that Surenian is acting as legal counsel to the Members unless a Member has specifically authorized same by separate action

b. In the absence or unavailability of Surenian, Jonathan E. Drill, Esq. (“Drill”) shall serve in this capacity and in such other of Surenian’s capacities as provided by this Agreement; provided, however, that nothing herein contained shall mean that Drill is acting as legal counsel to the Members unless a Member has specifically authorized same by separate action.

c. To fulfill the responsibilities set forth in this paragraph, Surenian or Drill, as the case may be, except as is otherwise precluded under Paragraph 15 of this Agreement (i) shall pass on to Burchell any written communications forwarded to them by designated counsel as Burchell prepares his draft report (ii) shall furnish the MG a draft of the report prepared by Burchell for their input; (iii) shall furnish Burchell the comments on the draft report of the MG for his consideration; and (iv) shall furnish each Member the final Burchell Report. Members shall hold Surenian and Drill harmless for performing the tasks set forth in this agreement.

d. To facilitate the administration of this agreement, all materials shall be submitted to Surenian or Drill, as the case may be, electronically, and Surenian or Drill, as the case may be, shall be free to furnish all submissions referenced herein electronically.

4. Authorization to Sign.

Surenian for Jeffrey R. Surenian and Associates is hereby authorized and directed to sign the Agreement with Rutgers University on behalf of the Members.

5. Shared Costs.

a. All assessments for Shared Costs shall be solely to pay Rutgers for Burchell. Each Member shall be responsible for its per capita share and shall pay a \$2,000 no later than June 30, 2015.

- b. It is anticipated that said fee shall suffice (i) to pay \$70,000 to prepare the Burchell Report, (ii) to pay for Burchell to analyze challenges to his report and (iii) to pay for the preparation of a rebuttal report to said challenges.
- c. If the collection of this \$2,000 fee is insufficient to cover these costs, each Member shall pay an additional fee to cover said costs on a per capita basis.
- d. If the aggregate fees collected exceed the costs for the aforementioned activities, each member of the MG shall be entitled to a per capita rebate of the remaining monies.
- e. This \$2,000 fee is nonrefundable unless the sum of the \$2,000 fees collected exceed the cost of the tasks listed in this paragraph in which case each Member who contributed shall receive a per capita rebate.
- f. A prerequisite to becoming a member is (a) the execution of this agreement, and (b) the payment of this \$2,000 fee.

6. Expenses Not Covered By This Agreement.

This agreement is just for the cost to perform the services set forth in paragraph 5. Each member of the MG shall be responsible for any other expenses they may incur and the responsibility to pay those expenses shall not be the responsibility of the MG. Each Member shall be free to retain Burchell individually to serve as an expert in its case and shall be responsible individually for the expenses associated with Burchell serving as the municipality's expert witness at a rate of \$231 per hour to be paid to Rutgers University pursuant to a separately negotiated agreement

7. Liaison Counsel or Committee.

The MG may select one or more counsel to coordinate with Surenian and Burchell to consult on the preparation and dissemination of the Burchell analysis and/or report, manage the collection and maintaining of funds, payment of invoices, and such other actions as may be necessary to effectuate the purposes of this agreement. The Members shall not be responsible for payment of the fees for Surenian or any counsel; each counsel will be paid by their respective client or clients.

8. Holding of Funds.

The MG hereby authorizes Surenian to hold all Shared Cost monies collected in connection with this Agreement in escrow in the Attorney Trust Account of Jeffrey R. Surenian and Associates, LLC. Surenian is authorized to disburse such funds as they are received from the Members of the MG in accordance with the terms of this Agreement and the engagement contract between Surenian, on behalf of the MG, and Rutgers.

9. Confidentiality and Use of Information.

(a) From time to time, Members or their counsel, and/or Burchell and/or other consultants or experts, including those independently retained by any Member may elect to disclose or transmit to each other such information as the Members may deem appropriate for the purpose of developing any common issues, claims, defenses, legal positions or other matters relating to the Litigation and for coordinating such other activities as may be necessary to carry out the purposes of this Agreement ("Shared Information"). Shared Information may include documents and information that are protected by attorney-client privilege, attorney work product doctrine, or other privilege or protection (hereinafter "Protected Materials"). The Members agree that any

sharing of Protected Materials among the Members and their counsel pursuant to this Agreement is not intended to and shall not constitute a waiver of any privilege or protection that otherwise would apply to the Protected Materials.

(b) Each Member agrees that all Shared Information, other than that described in Section (e) below, shall be held in strict confidence by the receiving Member, and by all persons to whom such confidential documents and information are revealed by the receiving Member, and that such documents and information shall be used by the receiving Member and any other receiving party only in connection with issues, claims, defenses, legal positions or other matters relating to the Litigation and for conducting such other activities as may be necessary to carry out the purposes of this Agreement. The Members intend by this Section to protect from disclosure all information and documents shared by any Members with each other and Burchell and other consultants or experts of individual members of the MG to the greatest extent permitted by law, regardless of whether the sharing occurred before execution of this Agreement and regardless of whether any writing or document is marked "Confidential."

(c) Sharing of Protected Materials between a Member and its governing body, zoning and/or planning boards, housing agency or other municipal board, agency or entity charged with zoning, planning or housing, pursuant to attorney-client privileged communications, shall not constitute a violation of the terms of this Agreement and by the acceptance of such Protected Material those recipients shall be bound by the terms of this Paragraph 9 to the extent applicable. Nothing in this Agreement shall preclude any Member from providing Shared Information with any independent expert or consultant that it has retained, who shall be bound by these same confidentiality terms.

(d) No Member shall provide any Shared Information, including but not limited to any communications with Burchell or any draft reports from Burchell with any counsel, planner, engineer or other professional consultant (collectively “Professional Consultants”) to that Member if said Professional Consultant also represents any builder or developer who is currently engaged in exclusionary zoning litigation or is contemplating initiating exclusionary zoning litigation or the New Jersey Builder’s Association or similar or related entities. To facilitate the implementation of this provision term, the expert or consultant with whom the designated attorney may consult shall be required to sign a statement or acknowledgment to that effect in the form attached hereto as Appendix B.

(e) The confidentiality obligations of the Members shall continue in full force and effect without regard to whether: (i) this Agreement is terminated, or (ii) any action arising out of the MG is terminated by final judgment or settlement; provided however, that the provisions of this Section shall not apply to information that is now, or hereafter becomes, public knowledge without violation of this Agreement, or which is sought and obtained from a Member pursuant to applicable discovery procedures and not otherwise protected from disclosure.

(f) The terms of this Section 9 shall survive the termination of this Agreement or the withdrawal of any Member.

10. Communications.

All communications shall be through designated counsel and no member may contact Burchell directly, but must communicate through their designated counsel to Surenian or Drill as the case may be pursuant to paragraph 3. Any communication to Surenian or Drill from anyone other than designated counsel shall not be considered.

11. Common Interest.

As the Members have a common interest in the development of a uniform approach to certain aspects of the Litigation by engaging Burchell, each Member agrees that if any Member withdraws from MG and this Agreement, or elects not to rely upon any report or testimony of Burchell, that Member agrees that it shall raise no objection at trial or in any other proceeding to the continued presentation by any other Member of any report or testimony of Burchell, on the basis of the relationship that has been created between such Member and Burchell or under the terms of this Agreement. The terms of this Section shall survive the termination of this Agreement or the withdrawal of any Member.

12. No Adoptive Admission:

No Member shall be bound by any findings or conclusions of any report by Burchell until such time as the Burchell or such other common expert's report has been approved by such Member and is formally adopted by the Member within the Litigation. The terms of this Section shall survive the termination of this Agreement or the withdrawal of any Member.

13. New Members.

Any municipality that wishes to become a Member subsequent to the effective date of this Agreement may do so only by (a) signing this agreement, (b) paying the initial \$2,000 fee referenced in paragraph 2. a. and (c) paying *ab initio* any additional assessments which such Member would have been obligated to pay,.

14. Denial of Admissions .

This Agreement shall not constitute, nor be interpreted, construed or used as evidence of, (a) any admission of responsibility, obligation, law or fact, or the failure of any Member to have met its Housing Obligation (b) a waiver of any right, defense, theory or position, or (c) an estoppel against any Member by Members as among themselves or by any other person not a Member; provided, however, that this Agreement can be used to enforce its terms..

15. Conflict of Interest.

If the firm of the attorney representing the municipality also represents (i) the New Jersey Builder's Association; (ii) a developer seeking a builder's remedy or is presently contemplating bringing a builder's remedy action, the municipality may become part of this consortium subject to the following limitations. Said attorney shall not (i) be made privy to any of the information presented to Dr. Burchell; (ii) have the right to make submissions to Dr. Burchell; and (iii) be entitled to attend any meetings with Dr. Burchell or the MG. Nothing in this paragraph is intended nor shall be interpreted to waive the Rules of Professional Conduct and/or the Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et seq.)

16. Effective Date.

This Agreement shall not be effective for any individual Member until that municipality (a) executes this agreement and furnishes the executed agreement to Surenian and (b) pays Surenian of the \$2,000 payment referenced in paragraph 5 for deposit in the Attorney Trust Account of Surenian so that the bills of Rutgers may be paid.

17. Subsequent Agreement.

a. The Members may hereafter agree to engage in activities in addition to those set forth in Sections l(b) through l(f) hereof. Any such agreement, and any communications with respect thereto or in connection therewith, shall be protected under and pursuant to Section 9 hereof. Any such agreement shall be binding only upon the signatories thereto.

b. Since the Agreement between Rutgers and the MG has not yet been consummated, there is a possibility that changes to this agreement may be necessary. In such an event, Surenian shall notify designated counsel of how this agreement will change in which case, designated counsel will have ten business days to rescind membership of his or her client in which case the Member shall be entitled to a rebate.

18. Termination.

This Agreement shall terminate upon the execution of a writing signed by all Members which have not withdrawn from, been removed from, or otherwise ceased to participate in this Agreement.

19. Applicable Law.

This Agreement shall be interpreted under the laws of the State of New Jersey.

20. Severability.

If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

21. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but collectively shall constitute but one and the same document provided that each Member receives a copy of signature page(s) signed by all other Members. Signatures sent electronically shall be deemed to be originals.

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Appendix A
Signatory Parties

Appendix B

Agreement to Maintain Confidentiality: Attorney-Client/Attorney Work Product

The undersigned has been retained by [MUNICIPALITY] as a consultant and/or expert with regard to litigation pending in the Superior Court of _____ County, entitled _____ . I acknowledge that certain information and documentation will be provided to me by counsel for [MUNICIPALITY] which shall be subject to the Attorney-Client privilege and/or the Attorney Work Product Doctrine, (“Protected Materials”) and such other available privileges. I understand and agree that such Protected Materials shall be held in strict confidence by me and by all persons to who work with me in developing my opinions, reports and providing testimony in this matter and shall not be disclosed to any other person or party.

Signed _____

Date _____

Resolution 2015-173

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**REQUESTING PERMISSION TO ESTABLISH A DEDICATED TRUST BY RIDER
FOR HIGHTSTOWN DEVELOPER FEES – AFFORDABLE HOUSING TRUST
FUNDS PURSUANT TO PL 1985 C.222 AND NJS 52:27D-320)**

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimates in advance; and

WHEREAS, *PL 1985 c.222 and NJS 52:27D-320* permits municipalities to receive amounts for costs incurred for Developer Fees – Affordable Housing Trust Funds; and

WHEREAS, *N.J.S.A. 40A:4-39* provides that the Director of the Division of Local Government Services may approve expenditures of monies by dedication by rider;

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

1. The governing body hereby requests permission of the Director of the Division of Local Government Services to pay expenditures for Developer Fees – Affordable Housing Trust Funds per PL 1985 c.222 and NJS 52:27D-320.
2. The Municipal Clerk of the Borough of Hightstown is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

Resolution 2015-174

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

**AUTHORIZING THE BOROUGH TO COMMENCE AN ACTION BEFORE
THE SUPERIOR COURT OF NEW JERSEY
IN ORDER TO SEEK CERTIFICATION OF ITS
AFFORDABLE HOUSING PLAN**

WHEREAS, the Borough of Hightstown (the “Borough”) has previously prepared and filed an Affordable Housing Plan (also referenced as the “Plan”) with the New Jersey Council on Affordable Housing (“COAH”), in order to obtain certification of its proposed affordable housing compliance plan; and

WHEREAS, the Plan provided a detailed analysis as to how the Borough intends to comply with its obligation to provide its fair share of low and moderate income housing in order to satisfy the regional need for the same, pursuant to the Mt. Laurel doctrine, as articulated in Southern Burlington County NAACP vs. Tp. Of Mt. Laurel, 92 N.J. 158 (1983), and related opinions; and

WHEREAS, the Borough’s last Plan was submitted to COAH in or about July of 2012, and has been pending before COAH since that time; and

WHEREAS, on March 10, 2015, the New Jersey Supreme Court rendered an opinion in the case of: “In the matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council of Affordable Housing,” 221 N.J. 1 (2015); and

WHEREAS, among other things, that decision returns primary jurisdiction over affordable housing matters to the trial courts, thus removing COAH from the process; and

WHEREAS, pursuant to this recent Supreme Court ruling, municipalities shall be required to present a housing plan and to demonstrate their compliance with the New Jersey “Fair Housing Act” of 1985, N.J.S.A. 52:27D-301, et seq., to the Superior Court of New Jersey; and

WHEREAS, the Borough wishes to comply with the procedure established in the above-referenced recent Supreme Court ruling; and

WHEREAS, the Borough therefore wishes to authorize the preparation, filing and commencement of an action before the Superior Court of New Jersey in order to seek certification of the Borough’s proposed Affordable Housing Plan, and to seek repose and immunity from Builder’s Remedy lawsuits relating thereto.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, as follows:

1. That the Borough hereby authorizes the preparation, filing and commencement of an action before the Superior Court of New Jersey, in order to seek certification of the Borough’s proposed Affordable Housing Plan, and to seek repose and immunity from Builder’s Remedy lawsuits relating thereto.
2. That the Borough Attorney and Borough Planner, as well as any other relevant Borough Officials, are hereby authorized and directed to prepare and file all necessary documents in furtherance of this action, on behalf of the Borough.
3. That a certified a copy of this Resolution shall be provided to each of the following:
 - a. Frederick C. Raffetto, Esq., Borough Attorney

- b. Tamara Lee, P.P., Borough Planner
- c. Gary S. Rosensweig, Esq., Planning Board Attorney
- d. Hightstown Borough Planning Board

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

Resolution 2015-175

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

ESTABLISHING SALARIES OF CERTAIN OFFICERS AND EMPLOYEES OF THE BOROUGH OF HIGHTSTOWN FOR THE YEAR 2015

WHEREAS, Section 2-9.8(b) of the *Revised General Ordinances of the Borough of Hightstown* provides that salaries of Department Heads shall be set by the Mayor and Council and that the salaries of other non-union employees shall be set by the Borough Administrator within the range provided by Ordinance; and

WHEREAS, it is the desire of the Mayor and Council to set 2015 salaries for certain non-union employees to provide a two percent increase.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the salary for the titles below shall be effective January 1, 2015:

<u>Position/Title</u>	<u>2015 Salary</u>
Chief Financial Officer	47,500.00
Borough Clerk	71,660.00
Part-Time Collector	13,200.00
Assessor	17,100.00
Treasurer	52,870.00
Municipal Court Administrator	60,725.00
Municipal Court Administrator - on call stipend	1,000.00
Municipal Magistrate	37,900.00
Public Works Superintendent	87,227.00
Water Plant Operator	71,265.00
Superintendent of AWWTP	82,500.00
Registrar of Vital Statistics	3,900.00
Construction Code Official	20,570.00
Technical Assistant	42,005.00
Building Subcode Official	4,000.00
Building Inspector	4,000.00

BE IT FURTHER RESOLVED by the Mayor and Council of the Borough of Hightstown that the salary for the titles below shall be effective July 1, 2015:

<u>Position/Title</u>	<u>2015 Salary</u>
Borough Nurse	47,500.00
Zoning Official	10,750.00

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

Resolution 2015-176

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on June 15, 2015 directly following the general meeting in the First Aid Building located at 168 Bank Street, Hightstown that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed:

Contract Negotiations – Shared Services: Police/Dispatch/Court

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public: September 15, 2015 or when the need for confidentiality no longer exists.

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with sections 8 and 4a of the Open Public Meetings Act.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 15, 2015.

Debra L. Sopronyi
Borough Clerk

Ordinance 2015-

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AMENDING CHAPTER 29 "SIGNS" OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN

WHEREAS, the Zoning Officer and Planning Board Subcommittee have made certain recommendations for revisions to Chapter 29 of the Borough Revised General Ordinances of the Borough of Hightstown; and

WHEREAS, the Planning Board has reviewed and concurs with these recommendations;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Hightstown as follows:

Section 1. Section 29-6 "Sign Exempt From Permits" is hereby amended as follows (underline for additions, strikethroughs for deletions):

Subsection 29-6F is amended as follows:

F. Yard, tag or garage sales. Such signs shall not exceed four (4) square feet; shall not be erected more than twenty-four (24) ~~48~~ hours prior to such sale; shall include the address of the sale; and shall be removed immediately after the sale. No premises shall be permitted to erect such signs more than four (4) times in any calendar year ~~and no off-premises signs are permitted.~~ No yard or garage sale shall take place for more than three (3) consecutive days, and sales taking place on consecutive days shall be treated as a single sales event. One (1) off premise sign shall be permitted to be placed in the Borough's right-of-way. In the event the resident of the property in front of which the sign is placed objects to its placement, the sign shall be removed by the person placing the sign or by property owner.

Section 2. Severability. If any sentence, paragraph or section of this Ordinance, or the application thereof to any persons or circumstances shall be adjudged by a court of competent jurisdiction to be invalid, or if by legislative action any sentence, paragraph or section of this Ordinance shall lose its force and effect, such judgment or action shall not affect, impair or void the remainder of this Ordinance.

Section 3. Effective Date. This Ordinance shall become effective immediately upon final passage and publication in accordance with the law.

Section 4. Repealer. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Debra L. Sopronyi
Municipal Clerk

Lawrence Quattrone
Mayor

Ordinance 2015-

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AMENDING CHAPTER 28 “ZONING” OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN

WHEREAS, the Borough recognizes the importance of and the increase in home-based businesses; and

WHEREAS, the Borough desires to provide standards and requirements for home-based businesses to maintain the residential character of its residential zones; and

WHEREAS, the Zoning Officer and Planning Board Subcommittee have made certain recommendations for revisions to Chapter 28 of the Borough Revised General Ordinances of the Borough of Hightstown; and

WHEREAS, the Planning Board has reviewed and concurs with these recommendations;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Hightstown as follows:

Section 1. Section 28-3-5 “Residential District” is hereby amended as follows (underline for additions, strikethroughs for deletions):

Subsection 28-3-5-1a2 is amended as follows:

(c) Home-based occupations as defined in Section 28-10-6 and professional offices ~~and other home occupations~~, provided that the professional resides on the premises, and further provided that no more than one nonresident employee shall be permitted.

Section 2. Subsection 28-10-6 “Home Occupations” is re-titled “Home-Based Occupations” and amended as follows (deletions are shown by strikethroughs, additions are shown by underlines):

Home-based ~~Customary home~~ occupations shall be ~~defined as~~ permitted, provided that:

a. ~~A business~~ They are The home-based occupation is carried on entirely within a dwelling ~~or an accessory structure~~ and solely by the inhabitants thereof.

b. The use is clearly incidental and secondary to the use of the building for dwelling purposes and does not change the character thereof ~~nor constitute more than one (1) floor of the principal building.~~

c. As examples, the following businesses shall not be considered acceptable home-based occupations: ~~Such home occupation shall exclude~~ barbershops, beauty parlors, clinics, hospitals, eating and drinking establishments, real estate and insurance offices, motor vehicle repair shops, any business that receives product from third-parties solely for distribution to purchasers of the delivered product, any business that negatively affects the

environment on neighboring properties ~~officers~~ or other similar operations which generate customer or delivery service activity comparable to a business.

d. No more than one commercial vehicle (a vehicle either with the name of the business displayed, permanently or temporarily, on it or with commercial plates) may be parked on the property where the home-based occupation takes place.

e. No vehicle weighing in excess of 9,000 pounds GVW shall be parked on the property where the home-based occupation takes place.

Section 3. Severability. If any sentence, paragraph or section of this Ordinance, or the application thereof to any persons or circumstances shall be adjudged by a court of competent jurisdiction to be invalid, or if by legislative action any sentence, paragraph or section of this Ordinance shall lose its force and effect, such judgment or action shall not affect, impair or void the remainder of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective immediately upon final passage and publication in accordance with the law.

Section 5. Repealer. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Debra L. Sopronyi
Municipal Clerk

Lawrence Quattrone
Mayor