

Agenda
Hightstown Borough Council
Workshop Meeting
 October 5, 2015
 First Aid Building
 6:15 PM Executive Session
 7:00 PM Business Meeting

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

Executive Session:

Resolution 2015-246

Contract Negotiations – Shared Services (Police/Dispatch/Court)

Flag Salute

Approval of the Agenda

Minutes

September 21, 2015 Business Session
 September 21, 2015 Executive Session

Presentation

Cultural Arts Commission

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.

Engineer Items

Enchantment Improvements

Ordinances

- 2015-21 **Final Reading and Public Hearing** – An Ordinance Repealing Ordinance 2005-28**
- 2015-22 **Final Reading and Public Hearing** – An Ordinance Amending and Supplementing Chapter 13 “Housing” of the “Revised General Ordinances of the Borough of Hightstown, Mercer County, New Jersey”**
- 2015-23 **Final Reading and Public Hearing** – An Ordinance Amending Chapter 3 “Police Regulations”, Section 3-10 “Abandoned or Wrecked Vehicles”. And Section 3-11 “Parking of Boats, Trailers and Registered Vehicles” of the “Revised General Ordinances of the Borough of Hightstown”**

Resolutions

2015-247 Authorizing the Payment of Bills

- Consent Agenda**
- 2015-248** Authorizing the Purchase of an Ultramedic III Ambulance from First Priority in the Amount of \$181,283.00 through our Participation in the Houston-Galveston Area Council of Governments (H-GAC) a National Cooperative Purchasing Program Pursuant to P.L.2011, C. 139
- 2015-249** Authorizing the Purchase of a 32-Yard Capacity Helping Hand Trash Truck with Mack Chassis through our Participation in the National Joint Powers Alliance (NJPA) a National Cooperative Purchasing Program Pursuant to P.L.2011, C. 139
- 2015-250** Lifting a Moratorium on the Issuance of Yearly A-Frame Sign Permits and Granting a Temporary Extension and Waiver of A-Frame Sign Permit Fees
- 2015-251** Authorizing Expenditure for Research and Evaluation Services Pertaining to 9-1-1 and Dispatch Operations
- 2015-252** Authorizing a Six Month Renewal to the Lease for the Borough's Continued Use of a Portion of the Property Known and Designated as Block 61.01, Lots 43, 44 & 45, Commonly Known as 415A Mercer Street, Hightstown, New Jersey
- 2015-253** Requesting Approval for Insertion of a Special Item of Revenue in the 2015 Budget
- 2015-254** Adopting the Hearing Officer's Recommendation to Dismiss the Charges Set Forth in the Notice of Disciplinary Action Served on Frank Marchione on March 12, 2015 and Heard on June 18, 2015 and August 27, 2015
- 2015-255** Authorizing the Mayor to Execute a County Wide Mutual Aid Agreement
- 2015-256** Authorizing the Mayor to Execute an Authorization and Letter of Intent to Participate in the Mercer County Hazard Mitigation Plan Update

- Discussion**
- Downtown Hightstown Vision
 - Developer Fee Ordinance
 - Tax Exemption Ordinance
 - Clothing Bin Ordinance
 - Handicapped Parking Ordinance
 - Fire Department Ordinance
 - Housing Authority Crosswalk
 - Halloween Safety

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

Adjournment

Resolution 2015-246

*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 October 5, 2015 beginning at 6:15pm 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 Service (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: January 5, 2016 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 October 5, 2015.

Debra L. Sopronyi
Borough Clerk

**Meeting Minutes
Hightstown Borough Council
Business Meeting
September 21, 2015
6:15 pm**

The meeting was called to order by Mayor Quattrone at 6:20 pm 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."

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: Debra Sopronyi, Borough Clerk; Henry Underhill, Borough Administrator; and Fred Raffetto, Borough Attorney.

Resolution 2015-231 Authorizing a Meeting Which Excludes the Public

Council President Hansen moved resolution 2015-231, Councilmember Stults seconded.

Roll Call Vote: Council members Bluth, Hansen, Kurs, Misiura, and Stults voted yes.

Resolution adopted 5-0.

Resolution 2015-231

*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 September 21, 2015 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 Service (Police/Dispatch/Court)
Personnel – Professional Services
Litigation - Affordable Housing Declaratory Judgment Action

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: December 21, 2015 or when the need for confidentiality no longer
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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.

Mayor Quattrone called the public meeting to order at 7:03pm and again read the Open Public Meeting Statement.

The flag salute followed Roll Call.

Councilmember Montferrat had arrived during executive session and was now present; Lt. Frank Gendron and Elizabeth Garcia, Labor Counsel, arrived at this time and were now present.

Mayor Quattrone asked that the agenda be amended to add resolution 2015-245 to the consent agenda.

Council President Hansen moved the agenda as amended for approval, Councilmember Montferrat seconded.

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

Agenda approved 6-0.

Councilmember Kurs moved the September 8, 2015 open session minutes for approval, Councilmember Stults seconded.

Councilmember Misiura made a correction to page 20 of the minutes.

Council President Hansen moved the September 8, 2015 open session minutes as amended for approval, Councilmember Misiura seconded.

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

Minutes approved 6-0.

Council President Hansen moved the September 8, 2015 executive session minutes for approval, Councilmember Stults seconded.

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

Minutes approved 6-0.

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

Lynne Woods, 315 Park Avenue – recited a conversation that was alleged to have taken place pertaining to the Marchione charges regarding having sex on the job; she used profane language. Mayor Quattrone reminded Ms. Woods that there were children present and she replied “Oh well”. She then commented that she insists that Council members Bluth and Kurs recuse themselves from voting on the Marchione resolution because Scott Jenkins has their election signs on his lawn and there is the appearance of a conflict of interest because he threatened to get Marchione fired.

Bree Marchione, 19 Talmadge Drive, Monroe – commented that she thought the Borough Council would protect her husband, he did nothing wrong. She reviewed the doctor reports from his fitness for duty evaluations.

Scott Caster, 12 Clover Lan – asked for a point of order as the resolution regarding Marchione states that the Borough Council has discussed the matter. The Borough Attorney advised that the discussion will take place at the time of the

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resolution. Mr. Caster commented that he is assuming the resolution is on the agenda for consideration of Council and noted that he supports Mr. Marchione.

Evan Kane, 59 Eddington Lane, Monroe – commented that he supports Mr. Marchione.

Mark Katz, 400 Stockton Street – commented that he supports Mr. Marchione.

Romie Kane, 59 Eddington Lane, Monroe - commented that he supports Mr. Marchione.

Jean Ruggiero Mair, 536 S. Main Street – noted that Esther Vazquez could not attend the meeting but sent a letter for her to read for her; Ms. Mair then read the letter in support of Mr. Marchione.

Tom Sweeney, 101 Hutchinson - commented that he supports Mr. Marchione.

Herbert Smith, 652 Old York Road, East Windsor – commented that he supports Mr. Marchione.

Mary Beth Covell, 128 Broad Street – commented that she hopes Council does what is best for the community.

Nancy Blasgo, 1833 Old Stone Mill Road, East Windsor – commented that she supports Mr. Marchione.

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

Ordinance 2015-21 First Reading and Introduction – An Ordinance Repealing Ordinance 2005-28

Councilmember Kurs moved ordinance 2015-21 for introduction, Councilmember Stults seconded.

The Borough Attorney explained that the use of Growth Share for Affordable Housing is obsolete and the Borough Council is removing it from the Borough Code.

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

Ordinance introduced 6-0; public hearing to be held on October 5, 2015.

Ordinance 2015-21

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

AN ORDINANCE REPEALING ORDINANCE 2005-28

IT IS HEREBY ORDAINED, by the Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, that Hightstown Borough Ordinance 2005-28 which established Growth Share Affordable Housing Requirements, and amended and supplemented Chapter 26, “Land Use Procedures,” of the “Revised General Ordinances of the Borough of Hightstown, County of Mercer, New Jersey” in order to establish a new section thereof to be known as Section 26-11, is hereby repealed.

Ordinance 2015-22 First Reading and Introduction – An Ordinance Amending and Supplementing Chapter 13 “Housing” of the “Revised General Ordinances of the Borough of Hightstown, Mercer County, New Jersey”

Councilmember Stults moved ordinance 2015-22 for introduction, Councilmember Bluth seconded.

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

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Ordinance introduced 6-0; public hearing to be held on October 5, 2015.

Ordinance 2015-22

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

AMENDING AND SUPPLEMENTING CHAPTER 13 “HOUSING” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, MERCER COUNTY, NEW JERSEY”

WHEREAS, the Housing Official and Inspector have made certain recommendations for revisions to Chapter 13, “Housing” of the Borough Revised General Ordinances of the Borough of Hightstown; and

WHEREAS, the Borough Council 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. Chapter 13 “Housing” is hereby amended as follows (underline for additions, strikethroughs for deletions):

Chapter 13

HOUSING

Sections:

13-1	GENERAL PROVISIONS
13-2	ADMINISTRATION AND ENFORCEMENT
13-3	HOUSING STANDARDS FOR OWNER OCCUPIED UNITS AND RENTAL UNITS
13-4	ADDITIONAL HOUSING STANDARDS FOR RENTAL UNITS
13-5	INSPECTIONS; NOTICE; HEARINGS
13-6	UNFIT BUILDINGS
13-7	TRANSFER OF PROPERTY
13-8	CERTIFICATE OF COMPLIANCE REQUIREMENT FOR CHANGES IN OCCUPANCY OF RENTED DWELLINGS
13-9	VIOLATIONS AND PENALTIES
13-10	BOARDINGHOUSES AND ROOMING HOUSES
13-11	Reserved
13-12	LICENSING AND REGISTRATION OF RESIDENTIAL RENTAL PROPERTIES

Section 13-1

GENERAL PROVISIONS

Subsections:

13-1-1	Purpose.
13-1-2	Definitions and Word Usage.

Subsection 13-1-1 Purpose.

The purpose of this chapter shall be to establish and maintain every person's right to a decent home, located in a desirable, suitable and well-kept neighborhood environment; to establish minimum standards governing the required plumbing, heating and electrical facilities and their maintenance; to establish minimum standards governing the conditions and maintenance of dwellings and other structural things and conditions on the inside and outside of dwellings and the premises surrounding dwellings; to make dwellings safe, sanitary and fit for decent living; to establish minimum standards governing the conditions of dwellings offered for rent, fixing the responsibilities of both owners and occupants of dwellings; to authorize and command the inspection of dwellings and the condemnation of dwellings unfit for human habitation; and to fix the penalties for its violations.
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However, the Borough, by this section, is not acting as a guarantor of the condition of any property insofar as any potential owner or occupant is concerned, nor shall the Borough be considered to be involved in any manner in the contractual relationships between parties buying, selling or renting property. Inspections by Borough officials are not a substitute for engineering or other inspections which may be required by contract in connection with a change in ownership or occupancy of any property. (1991 Code § 121-1; Ord. No. 823 § 1)

Subsection 13-1-2 Definitions and Word Usage.

a. Whenever the words "dwelling," "dwelling unit," "apartment," "living unit," "rooming house," "hotel," "motel," "rooming unit," "boardinghouse" and "premises" are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof."

b. As used in this chapter:

Basement shall mean that portion of a building located partly or wholly underground and having more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

Bathroom shall mean a room which has a floor area, including fixtures, of at least thirty-five (35) square feet and which contains a minimum of one (1) flush water closet, one (1) washbasin and one (1) bathtub or shower stall.

Bedroom shall mean a room or enclosed floor space within a dwelling unit used or designed to be used for sleeping, equipped with a privacy door (which does not have any keyed locks), at least one window allowing access to the outside, and having a ceiling height of at least seven feet over at least one-half of the floor area. Square footage for determining occupancy load shall not include bathrooms, kitchens, dining rooms, living rooms, family rooms, water closet compartments, walk-in closets, laundries, pantries, foyers, hallways or storage spaces.

Boardinghouse shall mean any private dwelling or dwelling unit where the owner, tenant or operator thereof is engaged in keeping one (1) or more roomers or boarders who are not husband and wife or son or daughter, mother or father or sister or brother of the owner, tenant or operator or of the spouse of the owner, tenant or operator and in serving food to some or all of such lodgers for a part of a day or longer period under expressed contract or rate of payment.

Building shall mean any building or structure or part thereof used for human habitation, use or occupancy, including any accessory buildings and appurtenances belonging thereto or usually enjoyed therewith.

Cellar shall mean that portion of a building located partly or wholly underground and having more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

Dwelling shall mean a building or structure or part thereof containing one (1) or more dwelling units or lodging units.

Dwelling unit shall mean an apartment, living unit or similar designation or any room or group of rooms or any part thereof located within a building and forming a single habitable unit with facilities which are used or designed to be used for living, sleeping, cooking and eating.

Garbage shall mean the animal and vegetable and other organic waste resulting from handling, preparation, cooking and consumption of food.

Habitable room shall mean a room or enclosed floor space within a dwelling unit used or designed to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, pantries, foyers or communicating corridors, closets and storage spaces.

Historic landmark shall mean any building, the location, design, setting, materials or workmanship of which is specifically definable, and which is:

- a. Of particular historic significance; or
- b. Associated with historic personages; or
- c. An embodiment of the distinctive characteristics of a type, period or method of architecture or engineering.

Housing Inspector shall mean the officer or officers who are authorized by the provisions of this chapter to exercise the powers prescribed herein.

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Infestation shall mean the presence within or around a building of any insects, rodents or other pests.

Lodging shall mean rooming.

Lodging house shall mean any building or that part of any building containing one (1) or more lodging units, each of which is rented by one (1) or more persons who are not husband and wife or son or daughter, mother or father or sister or brother of the owner or operator or of the spouse of the owner, tenant or operator.

Lodging unit shall mean a rented room or group of rooms containing no cooking facilities, used for living purposes by a separate family or group of persons living together, or by a person living alone, within a building.

Multiple dwelling or apartment house shall mean any dwelling containing more than three (3) dwelling units.

Occupant shall mean any person in actual possession of and living in the building or dwelling unit, including the owner.

Owner shall mean any person who, alone or jointly or severally with others:

- a. Has legal title to any dwelling, dwelling unit, hotel, motel, rooming house, rooming unit or boardinghouse, with or without accompanying actual possession thereof.
- b. Has charge, care or control of any dwelling or dwelling unit, hotel, motel, rooming house, rooming unit or boardinghouse as owner or agent of the owner or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall comply with the provisions of this chapter and the rules and regulations adopted pursuant thereto to the same extent as if he were owner.

Plumbing shall include all the supplied piping, facilities, fixtures and equipment; the house sewer from the septic tank, cesspool, curb or property line to the building foundation; the water service from the curb or property line to the building foundation; the system of soil, vent and waste pipes from their connection at the foundation to the house sewer to their connections to the various plumbing fixtures and to their termination through the roof; all hot- and cold-water lines in the dwelling or building; every plumbing fixture, trap, floor drain or any fixture directly or indirectly connected to the plumbing system; the gas piping from the gas meter to the connections to the various gas appliances; and any other similar supplied fixtures, together with all connections to water, sewer or gas lines.

Rubbish shall mean combustible and noncombustible waste material, including boxes, barrels, sticks, stones, bricks, bottles, cans, metal drums, iron pipe, cold sheet metal, old furniture, unused motor vehicles and boats, auto parts, filth, junk, trash, debris and old lumber or firewood, unless such lumber or firewood is neatly stacked or piled on a support or platform at least eight (8) inches above the ground. It shall also include any other articles which the Housing Inspector, in his judgment, declares to be "rubbish."

Smoke sensitive alarm device shall mean a fire alarm device capable of sensing visible or invisible particles of combustion and providing a suitable alarm audible in all sleeping areas.

Supplied shall mean paid for, furnished or provided by or under the control of the owner or operator.

Utilities shall include electric, gas heating, water and sewage services and equipment therefor. (1991 Code § 121-2; Ord. No. 823 § 2; Ord. No. 2002-20)

Section 13-2

ADMINISTRATION AND ENFORCEMENT

Subsections:

- 13-2-1 Administration.**
13-2-2 Enforcing Authority Designated.
13-2-3 Powers of Housing Inspector.

Subsection 13-2-1 Administration.

The Housing Inspector shall be responsible for the administration of the Housing Code. (1991 Code § 121-3)

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Subsection 13-2-2 Enforcing Authority Designated.

The enforcing authority for the provisions of this chapter shall be the Housing Inspector, who shall be appointed by the Mayor and confirmed by the Borough Council pursuant to law for a term of one (1) year. (1991 Code § 121-4)

Subsection 13-2-3 Powers of Housing Inspector.

The Housing Inspector shall be authorized and empowered to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, including the following, in addition to others herein granted:

- a. To investigate dwelling conditions in the Borough in order to determine which dwellings therein are unfit for human habitation.
- b. To administer oaths and affirmations, examine witnesses and receive evidence.
- c. To enter upon premises for the purpose of making examination, provided that such entries are made in such manner as to cause the least possible inconvenience to the persons in possession.
- d. To appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purposes of this chapter.
- e. To delegate any of his functions and powers under this chapter to such officers and agents as he may designate. (1991 Code § 121-5)

Section 13-3**HOUSING STANDARDS FOR OWNER OCCUPIED UNITS AND RENTAL UNITS****Subsections:**

13-3-00	Housing Standards for Owner Occupied Units and Rental Units.
13-3-1	Maintenance.*
13-3-2	Sump Pump and Sewer Line Clean-Outs.
13-3-3	Water Supply.
13-3-4	Plumbing and Heating.
13-3-5	Electrical.
13-3-6	Smoke and Carbon Monoxide Alarms Required.
13-3-7	Fences.
13-3-8	Use and Occupancy of Space.
13-3-9	Ventilation.
13-3-10	Historic Landmarks.
13-3-11	Egress
13-3-12	Signs

Subsection 13-3-00 Housing Standards for Owner Occupied Units and Rental Units.

Standards applicable to dwelling units which are owner-occupied and dwelling units and lodging units which are rented to tenants (all dwellings and dwelling units). (1991 Code AIV; Ord. No. 823 § 3)

Subsection 13-3-1 Maintenance.*

- a. Every foundation, floor, wall, ceiling, door, window, roof or other part of a building shall be maintained in a safe, sanitary, and structurally sound condition so as not to pose a threat to the public health, safety or welfare, and capable of the use intended by its design. Any exterior part or parts thereof shall be maintained weatherproof and properly surface-coated where required to prevent deterioration.
- b. Every inside and outside stairway, every porch and every appurtenance thereto shall be so constructed as to be safe to use and capable of safely supporting the imposed dead and live loads and shall be kept in sound condition and good repair. As of the effective date of this section, every stairway having four (4) or more risers shall be properly bannistered and safely

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balustraded pursuant to the Uniform Construction Code of the State of New Jersey.

c. Every porch, balcony, roof or similar place higher than thirty (30) inches above the ground used for egress or for use by occupants shall be provided with adequate railings or parapets. Such protective railings or parapets shall be properly balustraded and shall not be less than three (3) feet in height.

d. Every roof, wall, window, exterior door and hatchway shall be free from holes or leaks that would permit the entrance of water within a dwelling or be a cause of dampness.

e. Every dwelling shall be free from rodents, vermin and insects. Rodent or vermin extermination and rodent-proofing may be required by the Health Department.

f. Every building, dwelling, dwelling unit, and all other areas of the premises shall be clean and free from garbage or rubbish and hazards to safety. Lawns, hedges and bushes shall be kept trimmed and not permitted to become overgrown, thereby becoming a hazard to the public health, safety and welfare. Dead or broken limbs which may pose a threat to the safety and welfare of the public shall be removed.

g. The Housing Inspector may order the owner to clean, repair, paint, whitewash or paper any walls or ceilings within a dwelling which have deteriorated so as to provide a harborage for rodents or vermin.

h. Every sidewalk, walkway and driveway shall be maintained in such a manner as not to pose a safety hazard. There must be at least seven (7) foot clearance from the sidewalk to the lowest tree branch overhanging the sidewalk, and shrubbery must not overhang or obstruct the sidewalk.

i. All chimneys, smokestacks and similar appurtenances shall be maintained structurally safe, sound and in good repair. Various and sundry outbuildings, garages and sheds shall be maintained so as to be safe, and any exterior part or parts thereof shall be maintained weatherproof and properly surface-coated where required to prevent deterioration. All sheds erected after the effective date of this section shall be safely anchored. (1991 Code § 121-6; Ord. No. 823 § 3; Ord. No. 2010-05)

* **Editor's Note:** For additional regulations on property maintenance, see Chapter XIV.

Subsection 13-3-2 Sump Pump and Sewer Line Clean-Outs.

No sump pump shall be connected to any sanitary sewer line within the Borough. All sewer line clean-outs shall be at least one (1) foot above floor level. This subsection shall be enforced by the Housing Inspector or the Superintendent of the Advanced Wastewater Treatment Plant in accordance with the provisions of subsection 19-3.1g. of Chapter XIX governing wastewater discharges. Certificates of Compliance, pursuant to Sections 13-7 and 13-8 of this chapter shall be not issued prior to compliance with the provisions of subsection 19-3.1g. of Chapter XIX. (1991 Code § 121-7; Ord. No. 823 § 3; Ord. No. 94-6 § 3)

Subsection 13-3-3 Water Supply.

Every dwelling and dwelling unit shall be provided with a safe supply of potable water meeting the standards set forth in the Potable Water Standards as published by the New Jersey Department of Environmental Protection and Energy. (1991 Code § 121-8; Ord. No. 823 § 3)

Subsection 13-3-4 Plumbing and Heating.

a. All plumbing and heating systems shall be in satisfactory working order.

b. No room heater, heating stove, space heater or tank water heater designed for the use of kerosene, gasoline, oil, gas, wood, coke, charcoal or coal as a fuel shall be used in any dwelling or dwelling unit unless it has an approved direct smoke pipe or flue connection to a properly constructed chimney capable of carrying all of the products of combustion to the outside air. (1991 Code § 121-9; Ord. No. 823 § 3)

Subsection 13-3-5 Electrical.

The electrical system shall be in proper working order so as not to pose a threat of electrical shock, fire or other hazard. All Groundfault Interrupt Outlets shall function as designed. All plates and covers shall be in place. No extension cords shall be connected to appliances and/or air conditioners. (1991 Code § 121-10; Ord. No. 823 § 3)

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Subsection 13-3-6 Smoke and Carbon Monoxide Alarms Required.

All dwellings and dwelling units shall have a smoke-sensitive alarm device on each level of the structure and outside each separate sleeping area and located on or near the ceiling in accordance with P.L. 1991, c. 92. A carbon monoxide detector must be located outside all sleeping areas. (1991 Code § 121-11; Ord. No. 823-3)

Subsection 13-3-7 Fences.

Every fence shall be maintained and kept in a condition which shall not pose structural, health or safety dangers. (1991 Code § 121-12; Ord. No. 823-3)

Subsection 13-3-8 Use and Occupancy of Space.

- a. It shall be the responsibility of the owner to ensure that the maximum number of occupants in a dwelling unit shall not exceed the following standard:
1. Every dwelling unit shall contain at least one hundred fifty (150) square feet of floor space for the first occupant thereof and at least one hundred (100) additional square feet of floor space for every additional occupant thereof, such floor space to be calculated on the basis of total habitable room area.
- b.
1. Every room in a dwelling unit occupied for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor space, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor space for each occupant thereof. Under no circumstances shall there be more than two (2) occupants in each bedroom of a dwelling unit. Children under the age of two (2) shall not be considered to be additional occupants.
 2. Notwithstanding the foregoing, in every lodging unit every room occupied for sleeping purposes by one (1) occupant shall contain at least eighty (80) square feet of floor space, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least sixty (60) square feet of floor space for each occupant thereof.
- c. At least one-half (1/2) of the floor area of every habitable room shall have a ceiling height of at least seven (7) feet. The floor area of that part of any room where the ceiling is less than five (5) feet shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof.
- d. No room in a dwelling unit may be used for sleeping if the floor level of the room is lower than three and one-half (3 ½) feet below the average grade of the ground adjacent to and within fifteen (15) feet of the exterior walls of the room.
- e. A room located below the level of the ground but with the floor level less than three and one-half (3 ½) feet below and the average grade of the ground adjacent to and within fifteen (15) feet of the exterior walls of the room may be used for sleeping, provided that the walls and floor thereof in contact with the earth have been damp proofed in accordance with a method approved by the Housing Inspector and that the windows thereof are at least fifteen (15) feet from the nearest building or wall.
- f. Keyed and/or combination locks on interior doors are prohibited. Privacy locks are allowed on bedroom doors, provided that the lock can be opened easily and without the use of force from the outside of the room, or from any hallway or common area, in the event of emergency.
- g. Non-habitable spaces, including storage and closet areas, kitchens, hallways and all portions of living rooms, dining rooms, dens, enclosed porches, attics and basements, shall not be used as bedrooms or otherwise occupied for sleeping purposes; notwithstanding the foregoing, attics and basements may be used as bedrooms if they have been rendered habitable pursuant to all requirements of the State Housing Code.
- h. The number of bedrooms in a dwelling unit is determined by the number of bedrooms on the tax records for the property.
- i. The bedroom cannot be used to pass through to another habitable space, bedroom or kitchen.
- j. Overcrowding – The following factors may be considered by the Housing Inspector as rebuttable presumption of overcrowding, as that term is defined by this chapter and shall support the issuance of a summons and complaint by the

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Housing Inspector, without first issuing a notice of violation:

1. The occupying of areas of a rental dwelling unit prohibited pursuant to section 13-3-8(g) of this chapter, such as basements and attics;
2. The location of mattresses or bedding materials in areas of a dwelling unit prohibited for occupancy pursuant to section 13-3-8(g); and
3. The existence of cooking appliances, and/or refrigeration units, (excluding freezer appliances) in inappropriate areas of a dwelling unit in addition to those located in the kitchen, as determined by the Housing Inspector.

(1991 Code § 121-13; Ord. No. 823 § 3; Ord. No. 2010-05; Ord. No. 2014-14)

Subsection 13-3-9 Ventilation.

All dwellings shall be adequately ventilated; every bathroom and water closet compartment shall have ventilation provided either by a window, skylight or mechanical ventilation system. (1991 Code § 121-14; Ord. No. 823 § 3)

Subsection 13-3-10 Historic Landmarks.

Upon written request of the property owner, an historic landmark may be exempted by the Housing Inspector from strict compliance with the requirements of this chapter if such strict compliance would compromise the historic significance of the property; provided, however, that no exemption shall be granted which, in the opinion of the Housing Inspector, would create a health or safety hazard or allow such a hazard to continue. (1991 Code § 121-15; Ord. No. 823 § 3)

Subsection 13-3-11 Egress

All exit doors shall be readily opened from the side from which egress is to be made, without the use of a key, unless the key is permanently affixed in the lock, and without use of a combination lock, electronic code or similar special knowledge or effort. (Ord. No. 2002-20)

Subsection 13-3-12 Signs

a. Posting of signs for rent, or advertising room or rooms for rent by any means of publication (whether through broadcast media, print media, or by electronic means, including the internet), is prohibited for any property in the Borough of Hightstown for which no license has been issued in accord with Sections 4-1, 13-8, and 13-10 of this Code to qualify that property as a boarding house, rooming house, or rooming unit.

b. Posting of signs, or advertising an apartment or house for rent by any means of publication (whether through broadcast media, print media, or by electronic means, including the internet), is prohibited for any property in the Borough of Hightstown for which a Rental Certificate of Compliance has not been issued by the Housing Inspector, pursuant to Subsection 13-8-1 of this Code. (Ord. No. 2010-05)

Section 13-4

ADDITIONAL HOUSING STANDARDS FOR RENTAL UNITS

Subsections:

- | | |
|----------------|--|
| 13-4-1 | Required Facilities. |
| 13-4-2 | Ventilation and Glass. |
| 13-4-3 | Lighting. |
| 13-4-4 | Minimum Standards for Heating. |
| 13-4-5 | Egress. |
| 13-4-6 | Water Damage. |
| 13-4-7 | Additional Maintenance Requirements. |
| 13-4-8 | Additional Responsibilities Concerning Garbage, Rubbish and Recyclable Materials. |
| 13-4-9 | Additional Responsibilities Concerning Insects and Rodents. |
| 13-4-10 | Owner Responsible. |

Subsection 13-4-1 Required Facilities.

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a. Every foundation, floor, wall, ceiling, door, window, roof or other part of a building in a dwelling unit, hotel, motel and rooming house, shall be maintained in a safe, sanitary, and structurally sound condition so as not to pose a threat to the public health, safety or welfare, that is, free from cracks, holes, breaks, split or splintering boards on woodwork, loose plaster, flaking or peeling paint or other materials. Loose or defective sections shall be removed and replaced so that the sound material is flush and smooth. Floors, walls, ceilings and other exposed surfaces shall be kept clean, free from visible foreign matter, and sanitary at all times. If necessary to accomplish the foregoing, these surfaces shall be kept well painted, whitewashed, papered, covered or treated with ceiling material or other coating as needed. The original design and material shall be matched as near as reasonably possible and when completed shall be aesthetically acceptable. Any exterior part or parts thereof shall be maintained weatherproof and properly surface-coated where required to prevent deterioration.

b. All plumbing fixtures shall function perfectly at all times. The finish of toilets, sinks and tubs shall not be chipped or cracked and shall have a smooth finish. There shall not be any leaks, clogs or broken handles on any fixture. All plumbing fixtures and all floors, walls and ceilings in any room containing plumbing fixtures shall be kept in a sanitary condition at all times.

c. Every water closet compartment floor and bathroom floor shall be constructed and maintained so as to be reasonably impervious to water and permit such floor to be kept in a clean condition.

d. In dwellings containing two (2) or more dwelling units having a common source of heat for domestic hot water, it shall be the responsibility of the owner to make provision for the proper operation of such facilities at all times.

e. Every roof, wall, window, exterior door and hatchway shall be free from holes or leaks that would permit the entrance of water within a dwelling or be a cause of dampness.

f. Every foundation, floor and wall of a dwelling shall be free from chronic dampness.

g. No owner or occupant shall cause any services, facilities, equipment or utilities which are required under this chapter to be removed from, shut off or discontinued in any occupied dwelling let or occupied by him, except for such temporary interruption as may be necessary while actual repairs or alterations are in process or during temporary emergencies when discontinuance of service is authorized by the Housing Inspector. If any service or utility which the owner has agreed to supply is discontinued, the owner shall take immediate steps to cause the restoration of any such service or utility, unless the owner can prove that the tenant has agreed to supply such service or utility. (1991 Code § 121-16; Ord. No. 823 § 3)

Subsection 13-4-2 Ventilation and Glass.

a. Means of ventilation shall be provided for every habitable room. Such ventilation may be provided either by an easily operable window or skylight having an openable area of at least forty-five (45%) percent of the minimum window area or minimum skylight area as required by this section or by other means acceptable to the Housing Inspector which will provide at least two (2) air changes per hour.

b. Means of ventilation shall be provided for every bathroom or water closet compartment. Such ventilation may be provided either by an easily operable window or skylight having an openable area of at least forty-five (45%) percent of the minimum window area or minimum skylight area as required by this section or by other means acceptable to the Housing Inspector which will provide at least six (6) air changes per hour.

c. All glass panes will be free from cracks and breaks. All panes will be securely anchored and properly glazed within their frames. All voids and cracks around window frames which may allow the entrance of weather or insects shall be sealed. All ground-level windows shall be equipped with latches.

d. Every openable window, exterior door, skylight and other opening to the outdoors shall be supplied with properly-fitting screens in good repair from May 1 to October 1 of each year. Such screens shall have a mesh of not less than No. 16. (1991 Code § 121-17; Ord. No. 823 § 3)

Subsection 13-4-3 Lighting.

a. Every habitable or occupiable room shall have lights available at all times, with an illumination of at least six (6) footcandles. Every required exit shall have lights available at all times, with an illumination of at least three (3) footcandles. All such light shall be measured thirty (30) inches from the floor at the center of the exit.

b. Every habitable room shall have at least one (1) window or skylight facing directly to the outdoors. The minimum total
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window or skylight area, measured between stops, for every habitable room shall be ten (10%) percent of the floor area of such room. Whenever walls or other portions of structures face a window of any habitable room and are located less than three (3) feet from the window and extend to a level above that of the ceiling of the room, such a window shall not be included in calculating the required minimum total window area. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight shall equal at least fifteen (15%) percent of the total floor area of such room. Skylight-type windows existing on December 1, 1971, may, if less than fifteen (15%) percent of the total floor space, be increased to fifteen (15%) percent, but no skylight-type window shall be installed in lieu of a window where a skylight has not previously existed.

c. Every dwelling shall be provided with electric service.

d. Every habitable room shall contain at least two (2) separate wall-type electric convenience outlets or one (1) such convenience outlet and one (1) ceiling or wall-type electric light fixture. Every such outlet and fixture shall be connected to the source of electric power. No temporary wiring shall be used, except extension cords which run directly from portable electrical fixtures to convenience outlets and which do not lie under rugs or other floor coverings nor extend through doorways, transoms or other openings through structural elements.

e. Every portion of each staircase, hall, cellar, basement, landing, furnace room, utility room and all similar nonhabitable space located in a dwelling shall have either natural or artificial light available at all times, with an illumination of at least two (2) footcandles in the darkest portions.

f. Every portion of any interior or exterior passageway or staircase common to two (2) or more families in a dwelling shall be illuminated naturally or artificially at all times with an illumination of at least two (2) footcandles in the darkest portion of the normally traveled stairs and passageways. In dwellings comprising two (2) dwelling units, such illumination shall not be required at all times if separate switches, convenient and readily accessible to each dwelling unit, are provided for the control of such artificial light by the occupants thereof.

g. Every bathroom and water closet compartment shall have either natural or artificial light available at all times, with an illumination of at least three (3) footcandles. Such light shall be measured thirty-six (36) inches from the floor at the center of the room. Artificial lighting shall be controlled by a wall switch located so as to avoid danger of electrical hazards. (1991 Code § 121-18; Ord. No. 823 § 3)

Subsection 13-4-4 Minimum Standards for Heating.

a. When any part of any premises shall be rented to another for habitation, the premises so rented shall be served by a heating system which can provide heat sufficient to maintain a minimum inside temperature of sixty-eight (68E) degrees Fahrenheit in all habitable rooms, measured at least one (1) foot away from any surface at the coldest portion of the space subject to regular use by occupants of any room when the average temperature outside the rented premises within a twenty-four (24)-hour period is below fifty-five (55E) degrees Fahrenheit.

b. When the heating system is not controlled by the person renting the premises, the owner shall be responsible for providing that, from October 1 of each year to the next succeeding May 1, every unit of dwelling space and every habitable room therein shall be maintained at a temperature of at least sixty-eight (68E) degrees Fahrenheit between the hours of 6:00 a.m. and 11:00 p.m. and at least sixty-five (65E) degrees between the hours of 11:00 p.m. and 6:00 a.m. Such levels of heat shall also be provided by the owner between May 1 and the next succeeding October 1 during any period in which the average temperature outside the rented premises within a twenty-four (24)-hour period is below sixty-five (65E) degrees Fahrenheit. (1991 Code § 121-19; Ord. No. 823 § 3)

Subsection 13-4-5 Egress.

a. Every dwelling, dwelling unit or lodging unit shall have safe and unobstructed means of egress. Each means of egress shall not be through any other dwelling unit or part thereof and shall lead to a safe and open space at ground level accessible to a street.

b. A room used for sleeping purposes under the provisions of this chapter shall be provided with a safe and unobstructed means of egress leading directly to an outside area accessible to a street. (1991 Code § 121-20; Ord. No. 823 § 3)

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Subsection 13-4-6 Water Damage.

Every roof, wall, window, exterior door, foundation and hatchway shall be free from holes or leaks that would permit the entrance of water within a dwelling or be a cause of dampness. (1991 Code § 121-21; Ord. No. 823 § 3)

Subsection 13-4-7 Additional Maintenance Requirements.

- a. The Housing Inspector may order the owner to clean, repair or paint any walls or ceilings within a dwelling when such walls or ceiling have become stained or soiled, or the plaster, wallboard or other covering has become loose or badly cracked or missing.
- b. All exterior parts of the structure which are subject to corrosion shall be kept painted and the Housing Inspector may order the owner to paint the exterior of the premises when the painting is necessary in order to retard leakage, deterioration or excessive dampness.
- c. Nothing herein shall be construed so as to place upon a nonresident owner the responsibility of a tenant to keep in a clean and sanitary condition that part of the dwelling which the tenant occupies and controls.
- d. No owner shall let to an occupant any vacant dwelling, dwelling unit or lodging unit unless it is clean and sanitary.
- e. Every owner of a dwelling containing three (3) or more dwelling or lodging units shall comply with all maintenance requirements of Title 5, Chapter 10 of the New Jersey Administrative Code as they pertain to multiple dwellings. In the event any of the requirements set forth therein are less strict than the requirements of this chapter, this chapter shall control. (1991 Code § 121-22; Ord. No. 823 § 3)

Subsection 13-4-8 Additional Responsibilities Concerning Garbage, Rubbish and Recyclable Materials.

- a. In dwellings containing no more than three (3) dwelling units, it shall be the responsibility of the occupant of each dwelling unit to furnish such receptacles outside the dwelling unit as are needed for the storage of garbage, rubbish and recyclable materials until removed from the premises. In lodging houses and in dwellings containing four (4) or more dwelling units, it shall be the responsibility of the owner to furnish such receptacles outside the lodging units or dwelling units as are needed for the storage of garbage, rubbish and recyclable materials until removal from the premises.
- b. Every occupant of a dwelling unit in a dwelling containing no more than three (3) dwelling units shall be responsible, unless provided for otherwise under a lease agreement, for the periodic removal of all garbage, rubbish and recyclable materials from the premises each week in accordance with the regulations of the Borough for the collection of garbage, rubbish and recyclable materials.
- c. Every occupant of a dwelling unit shall dispose of all solid wastes in the manner required by Chapter XVIII. (1991 Code § 121-23; Ord. No. 823 § 3)

Subsection 13-4-9 Additional Responsibilities Concerning Insects and Rodents.

Every occupant of a dwelling unit in a dwelling containing more than one (1) dwelling unit shall be responsible for extermination of any insects, rodents or other pests whenever his dwelling unit is the only one infested. Notwithstanding the foregoing provisions, whenever infestation is caused by failure of the owner to maintain a dwelling in a rat-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two (2) or more dwelling units in any dwelling or in the common parts of any dwelling containing two (2) or more dwelling units, extermination thereof shall be the responsibility of the owner. (1991 Code § 121-24; Ord. No. 823 § 3)

Subsection 13-4-10 Owner Responsible.

The owner shall be responsible for compliance with all of the provisions of this chapter not specified as the responsibility of the occupant. (1991 Code § 121-25; Ord. No. 823 § 3)

Section 13-5**INSPECTIONS; NOTICE; HEARINGS****Subsections:****13-5-1 Promulgation of Rules and Regulations.**

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13-5-2	Inspections.
13-5-3	Access to Premises.
13-5-4	Search Warrants.
13-5-5	Notice of Violation.
13-5-6	Hearings.

Subsection 13-5-1 Promulgation of Rules and Regulations.

The Housing Inspector may make rules and regulations which interpret or amplify any provision of this chapter or for the purpose of making the provisions of this chapter more effective. No regulation shall be inconsistent with or alter or amend any provision of this chapter, and no regulation shall impose any requirement which is in addition to or greater than the requirements that are expressly or by implication imposed by any provision of this chapter. Rules and regulations shall be subject to the same penalty as other violations of this chapter. (1991 Code § 121-17)

Subsection 13-5-2 Inspections.

The Housing Inspector or his agents or employees shall make inspections to determine the condition of dwellings, dwelling units, rooming units and premises located within the Borough. For the purpose of making inspections, the Housing Inspector or his agents are authorized to enter and examine any dwelling, dwelling unit, rooming unit or premises at such reasonable hours as the circumstances of the case permit. This subsection shall not be construed to prohibit the entry of the Housing Inspector or his agents at any time when an actual emergency exists which tends to create a danger to public health or safety or at any time when an inspection is requested by an owner or occupant. (1991 Code § 121-18)

Subsection 13-5-3 Access to Premises.

Upon presentation of proper identification, the owner, occupant or person in charge of a dwelling, dwelling unit or rooming unit shall give the Housing Inspector or his agents free access to the premises for the purpose of inspection or of making any repairs or alterations which are necessary to effect compliance with this chapter. (1991 Code § 121-19)

Subsection 13-5-4 Search Warrants.

The Housing Inspector or his agents may, upon affidavit, apply to the Judge of the Municipal Court for a search warrant setting forth factually the actual conditions and circumstances that provide a reasonable basis for believing that a nuisance or violation of this chapter exists on the premises, and if the Judge of the Municipal Court is satisfied as to the matter set forth in the affidavit, he shall authorize the issuance of a search warrant permitting access to and inspection of that part of the premises on which the nuisance or violation exists. Search warrants may also be applied for and obtained as part of a general program of inspections, for which program reasonable grounds exist. (1991 Code § 121-20)

Subsection 13-5-5 Notice of Violation.

a. Whenever the Housing Inspector determines that there are reasonable grounds to believe that there has been a violation of any provision of this chapter or of any rule or regulations adopted pursuant thereto, he shall give notice of the alleged violation to the person responsible therefor as hereinafter provided. The notice shall:

1. Be written.
2. Include a statement of the reasons why it is being issued.
3. Allow a reasonable time for the performance of any act it requires.
4. Be served upon the owner or his agent or the occupant, as the case may require, provided that notice shall be deemed to be properly served upon such owner or agent or upon such occupant personally if a copy thereof is sent by certified mail to his last known address or if a copy thereof is posted in a conspicuous place in or about the dwelling affected by the notice or if he is served with such notice by any other method authorized or required under the laws of this State.

b. The notice may contain an outline of remedial action which, if taken, will effect compliance with the provisions of this chapter and with rules and regulations adopted pursuant thereto. (1991 Code § 121-21)

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Subsection 13-5-6 Hearings.

Any person affected by any notice which has been issued in connection with the enforcement of any provision of this chapter or of any rule or regulation adopted pursuant thereto may request and shall be granted a hearing on the matter before the Housing Inspector, provided that such person files in the office of the Housing Inspector a written petition requesting a hearing and setting forth a brief statement of the grounds therefor within ten (10) days after the day the notice is served. Upon receipt of the petition, the Housing Inspector shall set a time and place for the hearing and shall give the petitioner written notice thereof. At the hearing the petitioner shall be given an opportunity to be heard and to show why the notice should be modified or withdrawn. The hearing shall be commenced no later than ten (10) days after the day on which the petition is filed, provided that, upon application of the petitioner, the Housing Inspector may postpone the date of the hearing for a reasonable time beyond the ten (10)-day period if, in his judgment, the petitioner has submitted a good and sufficient reason for the postponement. After the hearing, the Housing Inspector shall sustain, modify or withdraw the notice, depending upon his findings as to whether the provisions of this chapter and the rules and regulations adopted pursuant thereto have been complied with. If the Housing Inspector sustains or modifies the notice, it shall be deemed to be an order. Any notice served pursuant to this section shall automatically become an order if a written petition for a hearing is not filed in the office of the Housing Inspector within ten (10) days after the notice is served. The proceedings at the hearing, including the findings and the decision of the Housing Inspector, shall be summarized, reduced to writing and entered as a matter of public record in the office of the Housing Inspector. The record shall also include a copy of every notice or order issued in connection with the matter. Any person aggrieved by the decision of the Housing Inspector may seek relief therefrom in any court of competent jurisdiction as provided by the laws of the State. Whenever the Housing Inspector finds that an emergency exists which requires immediate action to protect public health or safety, he may, without notice or hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as he deems necessary to meet the emergency. Notwithstanding the other provisions of this section, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately but, upon petition to the Housing Inspector shall be afforded a hearing as soon as possible. After such hearing, depending upon his findings as to whether the provisions of this chapter and of the rules and regulations adopted pursuant thereto have been complied with, the Housing Inspector shall continue such order in effect, modify it or revoke it. (1991 Code § 121-22)

Section 13-6

UNFIT BUILDINGS

Subsections:

13-6-1	Legislative Findings; Purpose.
13-6-2	Definitions.
13-6-3	Powers of the Housing Inspector.
13-6-4	Standards for Finding of Unfitness.
13-6-5	Petition; Issuance of Complaint; Hearing.
13-6-6	Order for Abatement or Demolition.
13-6-7	Failure to Comply with Order.
13-6-8	Removal or Demolition by Borough.
13-6-9	Damaged Buildings; Repair or Demolition by Borough.
13-6-10	Recovery of Costs.
13-6-11	Summary Judgment.
13-6-12	Service of Complaints or Orders.
13-6-13	Compliance Required.
13-6-14	Remedies; Injunctive Relief.

Subsection 13-6-1 Legislative Findings; Purpose.

It is hereby found that there exist in the Borough buildings that are unfit for human habitation or occupancy, or use, due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, lack of ventilation, light or sanitation facilities, or due to other conditions rendering such buildings, or parts thereof, unsafe and unsanitary, or dangerous or detrimental to the health or safety or otherwise inimical to the welfare of the residents of the Borough. It is hereby declared that this section is in the exercise of the police powers of the municipality to repair, close or demolish, or cause or require the repairing, closing or demolition of such building or buildings, or parts thereof, in the manner herein provided. (1991 Code § 121-32; Ord. No. 823 § 5)

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Subsection 13-6-2 Definitions.

As used in this section:

Building shall mean any building or structure, or part thereof, used for human habitation or otherwise, or intended to be so used, including any outhouses and appurtenances belonging thereto or usually adjoined therewith.

Housing Inspector shall mean the Housing Inspector and such assistants as shall be designated in writing.

Owner shall mean the holder or holders of the title in fee simple.

Parties in interest shall mean all individuals, associations and corporations who have interest of record in a dwelling, and any who are in possession thereof.

Public authority shall mean any authority having jurisdiction in the municipality or any officer who is in charge of any department or branch of the government of the Borough of the County or the State relating to health, fire or building regulations, or to other activities concerning dwellings in the Borough. (1991 Code § 121-33; Ord. No. 823 § 5)

Subsection 13-6-3 Powers of the Housing Inspector.

The Housing Inspector is hereby authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this section, including the following powers in addition to others granted herein:

- a. To investigate the building conditions in the municipality in order to determine which buildings therein are unfit for human habitation, occupancy or use.
- b. To administer oaths and affirmations, examine witnesses and receive evidence.
- c. To enter upon premises for the purpose of making examinations with the consent of the owner, his designated agent or occupant thereof, or failing that, pursuant to a properly issued search warrant in such manner as to cause the least possible inconvenience to the persons in possession.
- d. To appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purposes of this section.
- e. To delegate any of his functions and powers under this section to such officers and agents as he may designate. (1991 Code § 121-34; Ord. No. 823 § 5)

Subsection 13-6-4 Standards for Finding of Unfitness.

The Housing Inspector may determine that a building is unfit for human habitation, occupancy or use if he finds that conditions exist in such building which are dangerous and injurious to the health or safety of the occupants of such building, the occupants of neighboring buildings or other residents of the Borough. Such conditions may include defects therein increasing the hazards of fire, accident or other calamity; lack of adequate ventilation, light or sanitary facilities; dilapidation; disrepair; structural defects; and uncleanness. (1991 Code § 121-35; Ord. No. 823 § 5)

Subsection 13-6-5 Petition; Issuance of Complaint; Hearing.

A petition may be filed with the Housing Inspector by a public authority or by at least five (5) residents of the Borough charging that any dwelling is unfit for human habitation as defined in this section. The Housing Inspector shall then undertake a preliminary investigation of the dwelling which is the subject of the petition. The Housing Inspector may, on his own motion, conduct a preliminary investigation whenever it appears to the Housing Inspector that any dwelling is unfit for human habitation. The Housing Inspector shall issue and cause to be served upon the owner and parties in interest of such a dwelling, as defined in subsection 13-6.2, a complaint if the preliminary investigation discloses a basis for such charges. The complaint must state the charges and contain a notice that a hearing will be held before the Housing Inspector at a place identified in the complaint not less than seven (7) days nor more than thirty (30) days after the serving of the complaint, and that the owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the time and place identified in the complaint. The rules of evidence prevailing in the courts need not control in hearings before the Housing Inspector. (1991 Code § 121-36; Ord. No. 823 § 5)

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Subsection 13-6-6 Order for Abatement or Demolition.

If, after notice and hearing, the Housing Inspector determines that the dwelling under consideration is unfit for human habitation, he shall state, in writing, his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof and parties in interest an order requiring:

- a. The repair, alteration or improvement of the building to be made by the owner, within a reasonable time, which shall be set forth in the order, or, at the option of the owner, that the owner vacate or have the building vacated and closed within the time set forth in the order.
- b. If the building is in such condition as to make it dangerous to the health and safety of persons on or near the premises and the owner fails to repair, alter or improve the building within the time specified in the order, that the owner shall remove or demolish the building within a reasonable time as specified in the order issued by the Housing Inspector. (1991 Code § 121-37; Ord. No. 823 § 5)

Subsection 13-6-7 Failure to Comply with Order.

If the owner fails to comply with an order to repair, alter or improve, or at the option of the owner, to vacate and close the building, the Housing Inspector may cause such building to be repaired, altered or improved or to be vacated, closed and boarded up, and may order utilities disconnected if the dwelling is to be vacated, closed and boarded up. The Housing Inspector may post a placard on the main entrance of any building with the following language: "This building is unfit for human habitation or occupancy or use; the use or occupation of this building is prohibited and unlawful." (1991 Code § 121-38; Ord. No. 823 § 5)

Subsection 13-6-8 Removal or Demolition by Borough.

If the owner fails to comply with an order to remove or demolish the building, the Housing Inspector, with the approval of the Borough Council, may cause such building to be removed or demolished or may contract for the removal or demolition thereof after advertisement and receipt of bids therefor. (1991 Code § 121-39; Ord. No. 823 § 5)

Subsection 13-6-9 Damaged Buildings; Repair or Demolition by Borough.

Any building or buildings, or parts thereof, which have been damaged to such an extent that nothing remains but the walls, or parts of the walls and other supports, shall, regardless of the safety and sturdiness of those remaining walls or parts thereof, be deemed inimical to the welfare of the residents of the municipality wherein it is located, and the municipality may exercise its police powers to repair, demolish, or cause the repairing or demolishing of the building or buildings, or parts thereof, pursuant to P.L. 1942, (c. 112 C. 40:48-2.3 et seq.), and the procedures set forth therein. (1991 Code § 121-40; Ord. No. 823 § 5)

Subsection 13-6-10 Recovery of Costs.

- a. The amount of:
 1. The cost of the filing of legal papers, expert witnesses' fees, search fees and advertising charges incurred in the course of any proceeding taken under this section shall be determined in favor of the Borough.
 2. The cost of repairs, alterations, improvements, vacating, closing, boarding up, removal or demolition, if any, shall be a municipal lien against the real property upon which such cost was incurred. If any money is realized from the sale of materials derived from such building or from any contract for removal or demolition thereof, the amount of the money thus realized shall be deducted from the costs incurred which shall be a municipal lien against the real property.
 - b. If the building is removed or demolished by the Housing Inspector, he shall sell the materials of such building. There shall be credited against the cost of removal or demolition thereof, including the clearance and, if necessary, levelling at the site, the proceeds of any sale of such materials or any sum derived from any contract for the removal or demolition of the building. If there are no such credits or if the sum total of such costs exceeds the total of such credits, a detailed statement of the aforesaid costs and the amount so due shall be filed with the Municipal Tax Assessor or other custodian of the records of tax liens, and a copy thereof shall be forthwith forwarded to the owner by registered mail. If the total of the credits exceeds such costs, the balance remaining shall be deposited in the Superior Court by the Housing Inspector, shall be secured in such manner as may be directed by such Court and shall be disbursed according to the order or judgment of the Court to the persons found to be entitled thereto by final order or judgment of such Court. Any owner or party in interest may, within thirty (30) days from the date of the filing of the lien certificate, proceed in a summary manner in the Superior Court to contest the reasonableness of the amount or the accuracy of the costs set forth in the municipal lien certificate.
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c. Nothing in this section shall be construed to impair or limit in any way the power of the Borough to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

d. Nothing in this section is intended to limit the authority of the Construction Official under the "State Uniform Construction Code Act", N.J.S. 52:27D-119 et seq. or any rules or regulations adopted thereunder. (1991 Code § 121-41; Ord. No. 823 § 5)

Subsection 13-6-11 Summary Judgment.

If an actual and immediate danger to life is posed by the threatened collapse of any fire-damaged or other structurally unsafe building, the Housing Inspector may, after taking such measures as may be necessary to make such building temporarily safe, seek a judgment in summary proceedings for the demolition thereof. (1991 Code § 121-42; Ord. No. 823 § 5)

Subsection 13-6-12 Service of Complaints or Orders.

Complaints or orders issued by the Housing Inspector pursuant to this section shall be served upon any person either personally or by certified mail, but if the whereabouts of such person is unknown and the same cannot be ascertained by the Housing Inspector in the exercise of reasonable diligence and the Housing Inspector makes an affidavit to that effect, then the serving of the complaint or order upon such person may be made by publishing the same once each week for two (2) successive weeks in a newspaper having circulation in the Borough. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order, and a copy of the complaint or order shall be duly recorded or lodged for record with the Mercer County Recording Officer. (1991 Code § 121-43; Ord. No. 823 § 5)

Subsection 13-6-13 Compliance Required.

No person shall occupy as owner or occupant or rent to another for occupancy any dwelling or dwelling unit for the purpose of living therein which does not conform to the provisions of this section, which is established as the standard to be used in determining whether a dwelling is safe, sanitary and fit for human habitation. (1991 Code § 121-44; Ord. No. 823 § 5)

Subsection 13-6-14 Remedies; Injunctive Relief.

Any person aggrieved by an order issued by the Housing Inspector under this section may, within sixty (60) days after the posting and service of such order, bring an action for injunctive relief to restrain the Housing Inspector from carrying out the provisions of the order and for any other appropriate relief. The remedy herein provided shall be exclusive, and no person affected by an order of the Housing Inspector shall be entitled to recover any damages for action taken pursuant thereto, or because of noncompliance by any person with any order of the Housing Inspector. (1991 Code § 121-45; Ord. No. 823 § 5)

Section 13-7

TRANSFER OF PROPERTY

Subsections:

13-7-1 Certificate of Compliance Required for Occupancy.

13-7-2 Fees; Inspections.

Subsection 13-7-1 Certificate of Compliance Required for Occupancy.

Pursuant to N.J.S. 40:48-2.2(a), at least thirty (30) days prior to the scheduled date of a new occupancy of any dwelling house which has been sold or is under contract to be sold, the seller or buyer thereof, or the authorized agent of either, shall apply to the Housing Office for a certificate stating that the building and premises comply with the requirements of this chapter. In the event occupancy is to take place more than one hundred (120) days after the issuance of the certificate, an additional inspection and new certificate shall be required prior to occupancy. No such dwelling shall be occupied prior to the issuance of such a certificate unless such occupancy is permitted in writing, on a temporary basis, by the Housing Inspector, for a term to be determined by him depending upon the particular circumstances of each case; provided, however, that such term shall not exceed a cumulative period of one hundred twenty (120) days. The Housing Inspector may, upon receiving a written petition detailing unique circumstances, and upon good cause shown, permit an extension of the one hundred twenty (120) day term for an additional sixty (60) days. It is the intent of this section to regulate the occupancy not the transfer of real property. A dwelling house shall mean an owner-occupied single-family house or an owner-occupied dwelling unit in a building containing more than one (1) owner-occupied dwelling unit, including a condominium unit. See subsection 13-8.1 for Certificate of Occupancy

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requirements for rental units. (1991 Code § 121-46; Ord. No. 823 § 6; Ord. No. 94-6 § 4)

Subsection 13-7-2 Fees; Inspections.

The Housing Code Certificate required by subsection 13-7.1 hereof shall be secured from the Borough Housing Inspector. At the time of the application for such certificate, a fee of one hundred (\$100.00) dollars shall be paid. The fee shall cover the application and initial inspection of the premises and the issuance of the Certificate. In the event that any additional inspections of the premises are required because of a failure of the owner to comply with the provisions of this chapter, an additional fee of fifty (\$50.00) dollars shall be paid for each additional inspection required. All fees shall be made payable to the Borough and be delivered to the Housing Inspector and turned over to the Borough Treasurer. In the event of cancellation of a requested inspection, the Housing Department must be notified within twenty-four (24) hours prior to the scheduled inspection time. Failure to do so will result in forfeiture of the inspection fee. (1991 Code § 121-47; Ord. No. 823 § 6; Ord. No. 94-6 § 4; Ord. No. 2004-31 §4; Ord. No. 2008-09 § 7)

Section 13-8

CERTIFICATE OF COMPLIANCE REQUIREMENT FOR CHANGES IN OCCUPANCY OF RENTED DWELLINGS

Subsections:

13-8-1 Certificate of Compliance Required; Exceptions.

13-8-2 Fees; Inspections.

Subsection 13-8-1 Certificate of Compliance Required; Exceptions.

The rental and occupancy of buildings and parts thereof for human habitation or use shall be subject to the following: No person shall rent to another or suffer or permit occupancy by another of any building or part thereof for human habitation or use without first obtaining from the Housing Inspector a certificate stating that the premises, at the time of the proposed rental to or occupancy by such other person, comply with the requirements of the housing standards set forth in this chapter, provided that this section shall not apply to:

- a. Rental or occupancy under a temporary permit issued by the Housing Inspector authorizing rental or occupancy for a specified period, not to exceed sixty (60) days, during the making of repairs, alterations and improvements required by such inspection certificate;
- b. Rentals to or occupancies by students, faculty or staff of nonprofit educational institutions of on-campus premises owned and maintained by such institutions, nor shall it apply to transient occupancies of hotel rooms.

This section shall apply to all dwellings and dwelling units and shall include single-family dwellings, any multiple dwelling or apartment house, or any rented dwelling unit in a commercial or mixed-use building. The certificate required herein shall be obtained prior to a change of occupancy in any such dwelling. (1991 Code § 121-48; Ord. No 823 § 7)

Subsection 13-8-2 Fees; Inspections.

The Housing Code Certificate required by subsection 13-8.1 hereof shall be secured from the Borough Housing Inspector. At the time of the application for such Certificate, a fee of one hundred (\$100.00) dollars shall be paid. The fee shall cover the application and initial inspection of the premises and the issuance of the Certificate. In the event that any additional inspections of the premises are required because of a failure of the landlord or owner to comply with the provisions of this chapter, an additional fee of fifty (\$50.00) dollars shall be paid for each additional inspection required. All fees shall be made payable to the Borough and be delivered to the Housing Office and turned over to the Borough Treasurer. In the event of cancellation of a requested inspection, the Housing Department must be notified within twenty-four (24) hours prior to the scheduled inspection time. Failure to do so will result in forfeiture of the inspection fee. (1991 Code § 121-49; Ord. No. 823 § 7; Ord. No. 2004-31 §5)

Section 13-9

VIOLATIONS AND PENALTIES

Subsections:

13-9-1 Violations and Penalties.

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Subsection 13-9-1 Violations and Penalties.

a. Notwithstanding the provisions of any other section of this chapter, the Housing Inspector, any member of the Police Department, any other authorized municipal official, and, with respect to subsection 13-3.2, the Superintendent of the Advanced Wastewater Treatment Plant or his designee, may issue Orders, Notices of Violation and Summonses to any person, firm or corporation violating any of the provisions of this chapter, the person, firm or corporation to be liable for fines for each separate offense not exceeding one thousand (\$1,000.00) dollars or imprisonment for a period not exceeding ninety (90) days, or both.

b. Each day of a continuing violation of any provision of this chapter shall constitute a separate and additional offense. (1991 Code § 121-50; Ord. No. 823 § 8; Ord. No. 94-6 § 5)

Section 13-10**BOARDINGHOUSES AND ROOMING HOUSES****Subsections:**

13-10-1	License Required.*
13-10-2	Definition.
13-10-3	Additional Application Information.
13-10-4	Referral of Application; Issuance of License.
13-10-5	Compliance with Other Standards Required.

Subsection 13-10-1 License Required.*

No person shall manage, conduct or operate the business of keeping a boardinghouse, rooming house or rooming unit without first having obtained a license therefor. (1991 Code § 67-1)

Subsection 13-10-2 Definition.

As used in this section:

Boardinghouse shall mean any building in which three (3) or more persons not related by blood or marriage to the owner or operator of the business are lodged and served meals for a consideration.

Dwelling shall mean any building which is wholly or partly used or intended to be used for living or sleeping by human occupants.

Operator shall mean any person who has charge, care or control of a building or part thereof in which dwelling units or rooming units are let. "Operator" may be synonymous with the terms "owner," "lessee" and "tenant" if the facts of any situation coincide with the accepted meaning of the words "owner," "lessee" and "tenant."

Owner shall mean any person who, alone or jointly or severally with others, has legal title to any dwelling or dwelling unit as owner or agent of the owner or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this section to the same extent as if he were the owner.

Rooming house shall mean any dwelling or that part of any dwelling containing one (1) or more rooming units in which space is let by the owner or operator for a consideration to three (3) or more persons not related by blood or marriage to the owner or operator of the rooming house.

Rooming unit shall mean any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping but not for cooking or eating purposes. (1991 Code § 67-2)

* **Editor's Note:** For license fees for rooming houses and boardinghouses see Chapter IV, subsection 4-1.4.

Subsection 13-10-3 Additional Application Information.

In addition to standard requirements, the application under Chapter IV, Section 4-1 shall disclose:

- The number and location of bedrooms to be used for boarding and rooming and the size of each room.
- The number of baths and toilets and their location in the boardinghouse, rooming house or rooming unit. (1991

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Code § 67-3)

Subsection 13-10-4 Referral of Application; Issuance of License.

Each application shall be referred to the Health Officer and the Board of Health for inspection, report and recommendation. The Board of Health may request the Police Department to conduct an investigation of the applicant. If the report of the Health Officer or the Police Department discloses a violation of the housing or health codes or an undesirable history, no license shall be issued. If the report of the Health Officer discloses no violation of the housing or health codes and the report of the Police Department is favorable, a license may be issued. (1991 Code § 67-4)

Subsection 13-10-5 Compliance with Other Standards Required.

All rooming houses, rooming units and boardinghouses shall comply at all times with the ordinances, laws, rules and regulations of the Board of Health and with the provisions of the Housing Code, as well as all other laws and ordinances. (1991 Code § 67-5)

Section 13-11 Reserved

Section 13-11, which was created with Ord. No. 1997-20, was deleted in its entirety with Ord. 2000-30.

Section 13-12

REGISTRATION OF RESIDENTIAL RENTAL PROPERTIES

Subsections:

- 13-12-1 Definitions**
- 13-12-2 Registration Required**
- 13-12-3 Fees**
- 13-12-4 Taxes and Other Municipal Charges; Payment Precondition for Registration and Certificate of Occupancy**
- 13-12-5 Providing Copy of Registration to Occupants and Tenants**
- 13-12-6 Maximum Number of Occupants; Posting**
- 13-12-7 Rental Unit Standards**
- 13-12-8 Occupant Standards**
- 13-12-9 Procedure For Revocation or Suspension of License**
- 13-12-10 Violations; Penalties**

Subsection 13-12-1 Definitions

Unless the context clearly indicates a different meaning, the following words or phrases when used in this Section shall be defined as follows:

“Agent” shall mean the individual or individuals designated by the owner as the person(s) authorized by the owner to perform any duty imposed upon the owner by this Ordinance.

“Apartment Complex” shall mean two or more buildings, each containing two or more apartments, which are located within close proximity of each other and are owned by the same owner.

“Apartment” or “dwelling” shall mean any apartment, cottage, bungalow, or room or rooms in a rooming/boarding house, dormitory or other dwelling unit consisting of one or more rooms, whether designed with or without housekeeping facilities, for dwelling purposes, and notwithstanding whether the apartment be designed for residence, for office, for the operation of any industry or business or for any other type of independent use.

“License” shall mean the license issued by the Borough Clerk or designee attesting that the rental unit has been properly registered in accordance with this Ordinance.

“Licensee” shall mean the person to whom the license is issued pursuant to this Ordinance. The term “licensee” includes within its definition the term “agent” where applicable.

“Owner” shall mean an individual, firm, corporation or officer thereof, partnership association, or trust who owns, operates,

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exercises control over or is in charge of a rental facility.

“Person” shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity; or any combination thereof.

“Rental facility” shall mean a building, group of buildings or any portion thereof which is kept, used, maintained, advertised or held out to be a place where accommodations are supplied.

“Reside” shall mean to dwell permanently or continuously, or to occupy a place as one’s legal domicile.

Subsection 13-12-2 Registration Required

(a) Owners of every residential rental facility located within the Borough are required to register with the Borough Clerk or his/her designee, on forms supplied by the Borough. A separate registration shall be required for each rental unit, even if more than one (1) rental unit is contained in the property. Such registration shall contain, at minimum, the following information:

- 1) The name and address of the record owner or owners of the premises and the record owner or owners of the rental business if not the same persons. In the case of a partnership the names of all general partners shall be provided;
- 2) If the record owner is a corporation, the name and address of the registered agent and corporate officers of said corporation;
- 3) If the address of any record owner is not located in Mercer County, the name and address of a person who resides in Mercer County and is authorized to accept notices from a tenant and to issue receipts therefor and to accept service of process on behalf of the record owner;
- 4) The name and address of the managing agent of the premises, if any;
- 5) The name and address, including the dwelling unit, apartment or room number of the superintendent, janitor, custodian or other individual employed by the record owner or managing agent to provide regular maintenance service, if any;
- 6) The name, address and telephone number of an individual representative of the record owner or managing agent who may be reached or contacted at any time in the event of an emergency affecting the premises or any unit of dwelling space therein, including such emergencies as the failure of any essential service or system, and who has the authority to make emergency decisions concerning the building and any repair thereto or expenditure in connection therewith;
- 7) The name and address of every holder of a recorded mortgage on the premises;
- 8) If fuel oil is used to heat the building and the landlord furnishes the heat in the building, the name and address of the fuel oil dealer servicing the building and the grade of fuel oil used.
- 9) The number of rental units located in the facility;
- 10) The type of unit being licensed (i.e. room, apartment, single family home, etc.); and
- 11) The full names (first and last) of all tenants residing in the unit, including children over two (2) years of age..

(b) Registration shall cover a one-year period running from April 1 through March 31. Initial registrations under this Section are due no later than April 30th. Newly acquired units must be registered prior to their rental and annually thereafter.

(c) Inspections shall be performed and a Certificate of Occupancy obtained whenever tenancy changes or annually. It shall be the responsibility of the owner to arrange for inspections when there is a change in occupancy. Routine annual inspections will be scheduled by the Housing Officer.

(d) It shall be a violation of this article for a person to knowingly provide false or inaccurate information on any form submitted to the rental housing coordinator pursuant to this article.

(e) Any change pertaining to this rental (rental status, ownership, tenant, emergency contact) must be reported to the Code Enforcement/Housing Inspector within twenty (20) days.

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(f) Any failure to receive notice from the Borough shall not constitute grounds for failing to register.

Subsection 13-12-3 Fees

(a) At the time of registration, ~~and prior to the issuance of a license,~~ the owner or agent of the owner must pay a one-year registration fee as follows:

- (1) For one- to three-unit dwellings: ~~\$60.00~~ 100 per unit
- (2) For dwellings of more than three but less than 50 units: ~~\$50.00~~ 90 per unit, to a maximum fee of two thousand (\$2,000.00) dollars.
- (3) For dwellings which include more than 50 units: ~~\$40.00~~ 80 per unit

(b) ~~Fees for Certificate of Occupancy Inspections required under this Section shall be as follows:~~

- ~~(1) For dwellings which include up to 50 units: thirty-five (\$35.00) dollars per rental unit, up to a maximum fee of one thousand two hundred and fifty (\$1,250.00) dollars.~~
- ~~(2) For dwellings which include more than 50 units: twenty-five (\$25.00) per rental unit.~~

One re-inspection is included within the fees listed above, provided that the re-inspection occurs within ~~thirty (30)~~ fifteen (15) days of the initial inspection. Otherwise, re-inspection fees shall be ~~\$25.00~~ \$50 per unit.

(c) If the owner of the property is a Senior Citizen who resides in one unit of a two-unit property and rents out the remaining unit, and who would otherwise qualify under the State of New Jersey property tax deduction under New Jersey Statute 54:4-8.41, there shall be no fee.

(d) The completed rental registration process must be received by April 30th. Beginning May 1st a late fee of \$25.00 per month/per unit will be assessed on all Rental Renewal applications.

Subsection 13-12-4 Taxes and Other Municipal Charges; Payment Precondition for Registration and Certificate of Occupancy

No Certificate of Occupancy shall be issued for any property containing a rental unit unless all municipal taxes, water and sewer charges and any other municipal assessments for that property are paid on a current basis.

Subsection 13-12-5 Providing Copy of Registration to Occupants and Tenants

Every owner shall provide each occupant or tenant occupying a rental unit with a copy of the Registration required by this Ordinance. This particular provision shall not apply to any hotel, motel, or guest house registered with the State of New Jersey pursuant to the Hotel and Multiple Dwelling Act as defined in N.J.S.A. 55:13A-3. Compliance with this provision may be attained by posting a copy of the registration in a conspicuous place within the rental unit(s).

Subsection 13-12-6 Maximum Number of Occupants; Posting

The maximum number of occupants shall be posted in each rental unit. It shall be unlawful for any person, including the owner, agent, tenant, or registered tenant, to allow a greater number of persons than the posted maximum number of occupants to sleep in or occupy overnight the rental unit for a period exceeding 28 days. Any person violating this provision shall be subject to the penalty provisions of Section 13-12.10.

Overcrowding – The following factors may be considered by the Housing Inspector as rebuttable presumption of overcrowding, as that term is defined by this chapter and shall support the issuance of a summons and complaint by the Housing Inspector, without first issuing a notice of violation:

1. The occupying of areas of a rental dwelling unit prohibited pursuant to section 13-3-8(g) of this chapter, such as basements and attics;

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2. The location of mattresses or bedding materials in areas of a dwelling unit prohibited for occupancy pursuant to section 13-3-8(g); and
3. The existence of cooking appliances, and/or refrigeration units, (excluding freezer appliances) in various areas of a dwelling unit in addition to those located in the kitchen.

Subsection 13-12-7 Rental Unit Standards

All dwelling units shall be maintained in accordance with Chapter 13 (“Housing”) of the Revised General Ordinances of the Borough of Hightstown, and with the 2000 International Property Maintenance Code.

Subsection 13-12-8 Occupant Standards

- (a) OCCUPANTS. Only those occupants whose names are on file with the Borough Clerk as provided in the Ordinance may reside in the licensed premises. It shall be unlawful for any other person to reside in said premises, and this provision may be enforced against the landlord, tenant, or other person residing in said premises.
- (b) NUISANCE PROHIBITED. No rental facility shall be conducted in a manner which shall result in any unreasonable disturbance or disruption to the surrounding property owners or of the public in general.
- (c) COMPLIANCE WITH OTHER LAWS. The maintenance of all rental facilities and the conduct engaged in and upon the premises by occupants and their guests shall at all times be in full compliance with all applicable Ordinances and Regulations of the Borough of Hightstown and with all applicable State and Federal Laws.
- (d) PENALTIES. Any landlord, tenant, or other person violating the provisions of this section shall be subject to the penalty provisions of Section 13-12.10.

Subsection 13-12-9 Procedure For Revocation or Suspension of License

Grounds. In addition to any other penalty provision prescribed herein, an owner may be subject to the revocation or suspension of any license issued hereunder upon the occasion of one or more of the following:

- (1) Conviction of a violation of this Ordinance in the Municipal Court or any other Court of competent jurisdiction.
 - (2) Determination of a violation of this Ordinance at a hearing held pursuant to Section 13-12.8(b).
 - (3) Repeatedly renting the unit or units to a tenant or tenants who are convicted of violating the provisions of Section 3-7 of the Revised General Ordinances of the Borough of Hightstown (“Noise Control”)
 - (4) Maintaining the rental unit or units or the property of which the rental unit is a part, in a dangerous condition likely to result in injury to person or property.
- (b) Procedure; Written Complaint; Notice; Hearing.
- (1) A complaint seeking the revocation or suspension of a license may be filed by any one or more of the following: Director of Public Safety, Chief of Police, Construction Code Official, Housing Inspector, Zoning Enforcement Officer or any other person(s) or office authorized to file such complaint. Such complaint shall be specific and shall be sufficient to apprise the licensee of the charges so as to permit the licensee to present a defense. The individual(s) filing the complaint may do so on the basis of information and belief and need not rely only on personal information.
 - (2) Upon the filing of such written complaint, the Borough Clerk or his/her designee shall immediately inform the Borough Council and a date for a hearing shall be scheduled which shall not be sooner than 10 nor more than 30 days thereafter. The Borough Clerk or his/her designee shall forward a copy of the complaint and a notice of the hearing date to the licensee and the agent, if any, at the address indicated on the registration form. Service upon the agent only shall be considered to be sufficient notice under this Section.
 - (3) The hearing required by this section shall be held before the Borough Council, unless, in its discretion, the Borough Council determines that the matter should be heard by a Hearing Officer who shall be appointed by the Borough Council. If the matter is referred to a Hearing Officer, such officer shall transmit findings of fact and conclusions of law to the Borough Council within 30 days of the conclusion of the hearing. The Borough Council shall then review the matter and may accept,

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reject, or modify the recommendations of the Hearing Officer based on the record before such hearing officer. In the event that the matter is not referred to a Hearing Officer and is heard by the Borough Council, then the decision of the Borough Council shall be rendered, either dismissing the complaint, revoking or suspending the license or determining that the license shall not be renewed or reissued for one (1) or more subsequent license years. Decisions of the Borough Council shall be rendered no later than the second meeting following either receipt of the Hearing Officer's recommendations or hearing by the Borough Council.

(4) A recorded transcript shall be made of the hearing. Such transcript may be in the form of an audio tape, a stenographic transcript and/or meeting minutes as recorded by the Borough Clerk and approved by Council. All witnesses shall be sworn prior to testifying. The strict rules of evidence shall not apply and the evidential rules and burden of proof shall be those which generally control administrative hearings.

(5) The Borough Attorney or his designee shall appear and prosecute on behalf of the complainant in all hearings conducted by the Borough Council pursuant to this section.

(c) Defenses. It shall be considered to be a defense to any proceeding for the revocation, suspension or other disciplinary action involving a rental license if it may be demonstrated that the owner has taken appropriate action and has made a good faith effort to abate the conditions or circumstances giving rise to the revocation proceeding, including but not limited to institution of legal action against the tenant(s), occupant(s), or guests for recovery of the premises; eviction of the tenant(s); or otherwise.

Subsection 13-12-10 Violations; Penalties

Any person who violates any provision of this Ordinance shall, upon conviction in the Municipal Court of the Borough of Hightstown or such other court having jurisdiction, be liable to a fine not exceeding ~~\$1,000.00~~ 1,250.00 or imprisonment for a term not exceeding 90 days, or both. Each day that a violation exists or occurs shall be deemed a separate and distinct violation subject to penalty provisions of this Ordinance.

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.

Ordinance 2015-23 First Reading and Introduction – An Ordinance Amending Chapter 3 “Police Regulations”, Section 3-10 “Abandoned or Wrecked Vehicles”. And Section 3-11 “Parking of Boats, Trailers and Registered Vehicles” of the “Revised General Ordinances of the Borough of Hightstown”

Council President Hansen Councilmember Kurs moved ordinance 2015-23 for introduction, Councilmember Kurs seconded.

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

Ordinance introduced 6-0; public hearing to be held on October 5, 2015.

Ordinance 2015-23

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

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AMENDING CHAPTER 3 “POLICE REGULATIONS”, SECTION 3-10 “ABANDONED OR WRECKED VEHICLES”, AND SECTION 3-11 “PARKING OF BOATS, TRAILERS AND REGISTERED VEHICLES” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN”

WHEREAS, the Borough Council finds that enforcement of certain regulations within Chapter 3, Sections 10 and 11 of the “Revised General Ordinances of the Borough of Hightstown” should be enforceable by the Housing Inspector, Construction Official, or the Zoning Officer; and

WHEREAS, the Police Department has determined that such a change in the ordinance is advantageous to the residents of the Borough.

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

Section 1. Section 3-10 “Abandoned or Wrecked Vehicle” is hereby amended as follows (underline for additions, strikethroughs for deletions):

Section 3-10

ABANDONED OR WRECKED VEHICLES*

Subsections:

- 3-10.1** **Definitions.**
- 3-10.2** **Abandoning Vehicles Unlawful.**
- 3-10.3** **Leaving Non-operating Vehicles on Streets Unlawful.**
- 3-10.4** **Storage on Private or Borough Property Restricted; Exceptions.**
- 3-10.5** **Impoundment; Redemption.**

* **Editor's Note:** For additional regulations on property maintenance, see Chapter XIV.

3-10.1 **Definitions.**

As used in this section:

“Property” shall mean any real property within the Borough which is not a street or highway.

“Street” or “highway” shall mean the entire width between the boundary lines of every way maintained, when any part thereof is open to the use of the public for purposes of vehicular travel.

“Vehicle” shall mean a machine propelled by other than human power, designed to travel along the ground by the use of wheels, treads, runners or slides and to transport persons or property or pull machinery, including, but not by way of limitation, an automobile, truck, trailer, motorcycle, tractor, buggy and wagon. (1991 Code § 217-1)

3-10.2 **Abandoning Vehicles Unlawful.**

No person shall abandon a vehicle within the Borough, and no person shall leave a vehicle at any place within the Borough for such time and under such circumstances as to cause the vehicle to reasonably appear to be abandoned. (1991 Code § 217-2)

3-10.3 **Leaving Non-operating Vehicles on Streets Unlawful.**

No person shall leave any unregistered, partially dismantled, non-operating, wrecked or junked vehicle on a street or highway within the Borough. (1991 Code § 217-3; Ord. No. 2002-04)

3-10.4 **Storage on Private or Borough Property Restricted; Exceptions.**

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a. No person in charge or control of property within the Borough, whether as owner, tenant, occupant, lessee or otherwise, shall allow unregistered, partially dismantled, non-operating, wrecked, junked or discarded vehicles to be parked or stored anywhere on private property except on a paved or stoned driveway or an approved extension of a driveway, and such vehicles shall not be permitted to remain on the property longer than forty-eight (48) hours, ~~and~~ Moreover, no person shall leave such vehicles on any property within the Borough for a longer period than forty-eight (48) hours.

b. This section shall not apply to a vehicle in an enclosed building; a vehicle on the premises of a business enterprise operated in a lawful place and manner, when necessary to the operation of the business enterprise; or a vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the Borough. (1991 Code § 217-4; Ord. No. 2002-04)

c. If an unregistered, partially dismantled, non-operating, wrecked, junked or discarded vehicle is parked on private or Borough property in any other manner than as permitted pursuant to this Section, then it shall be considered a violation of this Section.

3-10.5 Impoundment; Redemption.

The Chief of Police or any member of the Police Department designated by him is authorized to remove or have removed any vehicle left at any place within the Borough which appears to be present in violation of this section. Such a vehicle shall be impounded until lawfully claimed or disposed of in accordance with applicable statutes. The Chief of Police or any member of the Police Department acting for him shall notify the registered and legal owner, in writing, by personal service or by certified mail, at the last known address of the owner, of the removal of the vehicle, the reason for the removal and the location of the vehicle. The vehicle shall be retained and impounded until the owner or his authorized agent pays the cost of such taking and removal, together with a garage charge of two (\$2.00) dollars for each day that the vehicle is retained and impounded. (1991 Code § 217-5)

3-10.6 Violations and Penalties.

In addition to the penalties set forth in Subsection 3-10.5, a summons may be issued for any violation of the provisions of this Section by any member of the Police Department, or by the Housing Inspector, the Construction Official, or the Zoning Officer. Any person violating any provision of this Section shall, upon conviction, be subject to the fine(s) prescribed in Section 1-5 of the Borough Code, or as otherwise provided by law.

Section 2. Section 3-11 "Parking of Boats, Trailers and Registered Vehicles" is hereby amended as follows (underline for additions, strikethroughs for deletions):

Section 3-11

PARKING OF BOATS, TRAILERS AND REGISTERED VEHICLES

Subsections:

- 3-11.1 Definitions.**
- 3-11.2 Parking in Public Streets Restricted; Repairs.**
- 3-11.3 Storage of Boats, Trailers and Camping Vehicles on Private Property.***
- 3-11.4 Storage of Registered, Operating Vehicles on Private Property**

3-11.1 Definitions.

As used in this section:

Trailer or Camping and recreational vehicle shall mean any boat mounted on a trailer or any vehicle or structure used or intended to be used as a conveyance upon the public streets or highways and duly licensed as such, including self-propelled and non-self-propelled vehicles or structures designed, constructed and reconstructed or added to by means of accessories in such a manner as to permit the occupancy thereof as a dwelling or sleeping place, temporary or permanent, for one (1) or more persons and having no foundations other than wheels, skids, jacks or similar devices so arranged as to be integral with or portable by the trailer or camping and recreational vehicle, including any trailer or camping and recreational vehicle so arranged and installable

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as not be subject to transportation. (1991 Code § 203-1)

3-11.2 Parking in Public Streets Restricted; Repairs.

a. No person shall park any camping vehicle for any period exceeding two (2) hours on any street in the Borough except for the purpose of repair.

b. If any person desires to repair a camping vehicle while it is parked on any street, he shall obtain a permit therefor from the Police Department. Such permit shall not be issued unless the camping vehicle cannot be removed to a garage, service station or other premises for the purpose of repair and shall be granted on request without fee. It shall be valid for a period of forty-eight (48) hours from the issuance thereof but may, for good cause shown, be renewed for an additional forty-eight (48) hour period or periods as necessity may require. Any camping vehicle undergoing repairs while parked in a street shall not be used by any person as a dwelling or sleeping place during such period of repair. (1991 Code § 203-2)

3-11.3 Storage of Boats, Trailers and Camping Vehicles on Private Property.*

Any owner of a boat, trailer or camping vehicle may park or store his equipment on private residential property in the Borough subject to the following conditions:

a. If the boat, trailer or camping vehicle is parked or stored outside of a garage or building, it shall be parked or stored to the rear of the front building line of the lot, on a paved or stoned driveway or an approved extension of a driveway, except that a boat, trailer or camping vehicle may be parked anywhere on private residential property for loading or unloading purposes.

b. At no time shall a parked or stored boat or camping vehicle be occupied or used for living, sleeping or housekeeping purposes or for storage of other than equipment used in connection with the vehicle.

c. Only one (1) of each such vehicle shall be permitted to be parked at one (1) time on any one (1) property. (1991 Code § 203-3; Ord. No. 2002-04)

* **Editor's Note:** For additional regulations on property maintenance, see Chapter XIV.

3-11.4 Storage of Registered, Operating Vehicles on Private Property

Registered, operating vehicles shall be parked or stored on a paved or stoned driveway or an approved extension of a driveway. If a vehicle is parked on private property in any other manner, then it shall be considered a violation of this Section. (Ord. No. 2002-04)

3-11.5 Violations and Penalties.

For any violation of the provisions of this Section, a summons may be issued by any member of the Police Department, or by the Housing Inspector, the Construction Official, or the Zoning Officer. Any person violating any provision of this Section shall, upon conviction, be subject to the fine(s) prescribed in Section 1-5 of the Borough Code, or as otherwise provided by law.

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.

Resolution 2015-232 Payment of Bills

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Council President Hansen moved resolution 2015-232, Councilmember Stults seconded.

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

Resolution adopted 6-0.

Resolution 2015-232

*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 \$ 999,440.42 from the following accounts:

Current	\$786,759.19
W/S Operating	200,224.25
General Capital	4,000.00
Water/Sewer Capital	0.00
Grant	0.00
Trust	5,777.83
Housing Trust	0.00
Animal Control	0.00
Law Enforcement Trust	0.00
Housing Rehab Loans	2,679.15
Unemployment Trust	0.00
Escrow	<u>0.00</u>
Total	<u>\$999,440.42</u>

Resolution 2015-233 Authorizing the Waiving of Raffle and Bingo Fees for Hightstown Engine Company #1 and Hightstown First Aid

Councilmember Kurs moved resolution 2015-233, Councilmember Misiura seconded.

Mr. Underhill explained that the waiving of fees for raffles and bingo licenses only applies to the Fire and First Aid; it does not apply to other non-profits. The Borough Clerk inquired as to whether it was going to apply to the Ladies Auxiliary for the Fire Department; Mr. Underhill stated that he has spoken with the Fire Department and they feel the Ladies Auxiliary is part of their organization.

Councilmember Kurs moved resolution 2015-232 amending it to add the Hightstown Engine Company #1 Ladies Auxiliary, Council President Hansen seconded.

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

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Resolution adopted as amended 6-0.

Resolution 2015-233

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

**AUTHORIZING THE WAIVING OF RAFFLE AND BINGO LICENSE FEES FOR
HIGHTSTOWN ENGINE COMPANY #1 AND HIGHTSTOWN FIRST AID**

WHEREAS, Hightstown Engine Co. #1 and Hightstown First Aid have requested that the Borough fees for Raffle and Bingo licenses issued to them by the Borough for fundraising purposes be waived; and

WHEREAS, the Borough Council has reviewed their request and finds that waiving the Borough fees for these licenses for Hightstown Engine Co. #1, the Hightstown Engine Co. #1 Ladies Auxiliary, and Hightstown First Aid is appropriate; and

WHEREAS, Hightstown Engine Co. #1 and Hightstown First Aid will be required to pay all applicable fees to the New Jersey Legalized Games of Chance Control Commission and file all appropriate paperwork associated with said licenses with the office of the Borough Clerk.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Borough Clerk is authorized to waive Borough fees associated with the issuance of Raffle and Bingo licenses for Hightstown Engine Co. #1, Hightstown Engine Co. #1 Ladies Auxiliary, and Hightstown First Aid.

Resolution 2015-234 Adopting the Hearing Officer's Recommendation, Authorizing the Termination of Officer Frank Marchione, and Authorizing the Borough Administrator to Recoup Salary Pursuant to N.J.S.A. 40A:14-149.3

Mayor Quattrone introduced Elizabeth Garcia, Labor Counsel, who handled the matter.

Ms. Garcia then explained to Council that Mr. Marchione was charged with two matters of disciplinary action, and you are only here today to discuss one of them; and that is the one whether or not he is fit for duty. Both of the notices of disciplinary action sought his termination but we are not dealing with the one, as someone eluded to earlier had to do with something that happened ten years ago. The one you are looking at today is the one that had to do with something that happened back in July of 2013, the previous one was dismissed by the Hearing Officer; we are only looking at the fitness for duty matter.

Judge Kreizman held a four day hearing on this matter where evidence was presented by both myself, and by Officer Marchione's attorney; he heard from several witnesses including three experts, all were accepted as either psychological or psychiatric medical experts. During the hearing, Officer Marchione's attorney requested that the evidence provided be kept under seal and the judge granted that. At the conclusion of the hearing, post hearing briefs were submitted and you have seen copies of those briefs; mine was submitted directly to you, and the other was received by a member of the public who publicized it so there was no need for me to send that to you. Judge Kriezman issued his written decision on September 8, 2015 and I immediately forwarded a copy of his recommendations and decision to you. His recommendation, and I am going to quote the last line of his report, is "I find that based on all of the above the Borough of Hightstown has proven by the preponderance of the credible evidence that Patrolman Officer Frank Marchione was and remains unfit for duty as a police officer". Pursuant to the Borough Code, it goes back to you to make the final decision, and it is my recommendation that you accept the Hearing Officer's decision.

Fred Raffetto, Borough Attorney, then addressed the conflict issue that was raised prior to moving the resolution. He noted that under ethics law, particularly N.J.S.A. 40A:9-22.5(d), no local government officer or employee shall act in his official capacity in any matter where he has a direct or indirect financial or personal involvement that might reasonably be expected to impair his objectivity and independence of judgment. The mere fact that there are allegedly campaign signs posted on Mr. Jenkins lawn does not in and of itself create a sufficient personal involvement here that would require Council members Bluth and Kurs to recuse themselves from a vote on this particular matter. Anyone can post anything on

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their lawn; these Council members may have had no knowledge or involvement with those signs having been posted. It is up to the Council members to consider, among themselves, whether they have a direct or indirect financial or personal involvement that could rise to the level of reasonably impairing their objectivity and judgment. Absent that, all Council members here are eligible to vote this evening. In my opinion, the fact that a member of the public has posted the signs is not in and of itself sufficient to require recusal.

Lynn Woods inquired as to whether the Local Finance Board could ultimately decide the matter. The Borough Attorney responded that yes, they would make a determination at the state level.

Council President Hansen moved resolution 2015-234, Councilmember Misiura seconded.

Roll Call Vote: Council members Bluth, Kurs, Hansen, Misiura, and Montferrat voted yes; Councilmember Stults voted no.

Resolution adopted 5-1.

Resolution 2015-234

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

**ADOPTING THE HEARING OFFICER'S RECOMMENDATION, AUTHORIZING THE
TERMINATION OF OFFICER FRANK MARCHIONE, AND AUTHORIZING THE BOROUGH
ADMINISTRATOR TO RECOUP SALARY PURSUANT TO N.J.S.A. 40A:14-149.3**

WHEREAS, Officer Frank Marchione was served with a Notice of Disciplinary Action containing three charges on or about January 15, 2015. The Charges alleged that Officer Marchione was incapable and/or unable of performing his duties as a police officer because he was not fit for duty, he was incapable and/or unable of performing his duties as a police officer because he was prohibited from carrying, using or being near weapons by the Mercer County Prosecutor's Office, and that he no longer qualifies to be a police officer and is unable to perform his duties because he is no longer authorized to carry a firearm, which is a requirements under New Jersey law; and

WHEREAS, the Borough of Hightstown sought Officer Marchione's termination from the Borough of Hightstown;

WHEREAS, Officer Marchione requested a hearing on the charges which took place on February 11, 2015, February 20, 2015, April 14, 2015 and April 15, 2015;

WHEREAS, the hearing officer heard and reviewed the evidence present during the hearings, and on September 8, 2015 found that "based upon all of the above, the Borough of Hightstown has proven by a preponderance of the credible evidence that Patrolman Frank Marchione was and remains unfit for duty as a police officer"; and

WHEREAS, the hearing officer's findings have been reviewed by the Borough Council for the Borough of Hightstown.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Hightstown, County of Mercer, State of New Jersey, that it hereby adopts the hearing officer's findings and recommendations issued on September 8, 2015; and

BE IT FURTHER RESOLVED that Officer Marchione is terminated from employment effective August 22, 2013 as he was and remains unfit for duty as a police officer; and

BE IT FURTHER RESOLVED that the Borough Administrator is hereby authorized to prepare and serve Frank Marchione with a Final Notice of Disciplinary Action terminating him from his employment effective August 22, 2013 within seven (7) days; and

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BE IT FURTHER RESOLVED that the Borough Administrator, with the assistance of the Borough Solicitor or Labor Counsel, is hereby authorized to take action to recover all pay received by Officer Marchione while he was suspended pursuant to N.J.S.A. 40A:14-149.3.

Consent Agenda Resolutions 2015-235, 2015-236, 2015-237, 2015-238, 2015-239, 2015-240, 2015-241, 2015-242, 2015-243, 2015-244, 2015-245:

Councilmember Misiura moved resolutions 2015-235, 2015-236, 2015-237, 2015-238, 2015-239, 2015-240, 2015-241, 2015-242, 2015-243, 2015-244, and 2015-245 as the consent agenda, Councilmember Kurs seconded.

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

Resolutions adopted 6-0.

Resolution 2015-235

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

AUTHORIZING THE BOROUGH ENGINEER TO SURVEY, DESIGN, PREPARE PLANS AND PERMITS, AND PERFORM CONSTRUCTION INSPECTIONS FOR NEW CURBS AND SIDEWALKS FROM SOUTH MAIN STREET TO THE MEADOW LAKES PROPERTY ON ETRA ROAD

WHEREAS, It has been proposed to the Borough that the cost for new curbs and sidewalks on Etra Road from South Main Street to the Meadow Lakes property will be paid by another entity, providing that the Borough will pay for the engineering expenses associated with such a project; and

WHEREAS, the Meadow Lakes Community Administration has also agreed to be a party to the project; and

WHEREAS, for the safety of the residents the Borough finds it beneficial to the residents of the Borough to have said curbs and sidewalks constructed; and

WHEREAS, the Borough also finds that it is advantageous for the Borough to cover engineering expenses associated with the project that would consist of surveying, designing, preparing plans and permits, and performing construction inspections, to have the project completed; and

WHEREAS, the Borough Engineer has estimated the cost of said engineering fees not to exceed \$19,000.00; and

WHEREAS, the Treasurer has certified that funds are available for the engineering expenses for this project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Borough Engineer is hereby authorized to survey, design, prepare plans and permits, and perform construction inspections for new curbs and sidewalks on Etra Road from South Main Street to the Meadow Lakes property.

Resolution 2015-236

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

AUTHORIZING THE BOROUGH ENGINEER TO SUBMIT AN APPLICATION FOR THE FY2016 NJDOT MUNICIPAL AID GRANT FOR IMPROVEMENTS TO FIRST AVENUE

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WHEREAS, the Borough of Hightstown wishes to file an application with the New Jersey Department of Transportation for a Municipal Aid Grant for improvements to First Avenue; and

WHEREAS, the Borough Council has authorized the Borough Engineer, Carmela Roberts of Roberts Engineering Group, for an amount not to exceed \$2,800.00, to prepare the application for the FY2016 New Jersey Department of Transportation Municipal Aid Grant application.

NOW, THEREFORE BE IT RESOLVED, that Borough Engineer is hereby authorized to file an application with the New Jersey Department of Transportation for a Municipal Aid Grant for improvements to First Avenue at a cost not to exceed \$2,800.00.

Resolution 2015-237

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

AUTHORIZING CHANGE ORDER #2 & PAYMENT # 3 – LUCAS CONSTRUCTION GROUP, INC. (2014 ROAD IMPROVEMENT PROGRAM)

WHEREAS, on April 20, 2015 the Borough Council awarded a contract for the 2014 Road Improvement Program to Lucas Construction Group, Inc. of Morganville, New Jersey in the amount of \$1,598,913.21; and

WHEREAS, the contractor has submitted change order #2 in the amount of \$99,331.63 for additional work required in order to complete base paving on all roads, additional orangeburg sanitary sewer laterals on Hutchinson Street, water service investigation, and an underdrain on Park Way; and

WHEREAS, the contractor has submitted payment request #3 related to mobilization, sanitary sewer installation, water main installation, and milling and paving for the project in the total amount of \$270,845.34; and

WHEREAS, the amount of this payment for general construction is \$25,696.74 with FY2013 phase cost being \$22,295.00 and FY2014 phase cost being \$3,401.74; and

WHEREAS, the amount of this payment for water and sewer related items is \$245,148.60 with FY2013 phase cost being \$141,041.60 and FY2014 phase cost being \$104,107.00; and

WHEREAS, the Borough Engineer has recommended approval of Change order #2 in the amount of \$99,331.63; and

WHEREAS, the Borough Engineer has recommended approval of payment #3 to Lucas Construction Group, Inc. in the amount of \$270,845.34 following receipt of the certified payrolls; and

WHEREAS, change orders 1 and 2 adjust the contract to a total of \$1,775,096.51; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that Change order #2 in the amount of \$99,331.63 and Payment Request No. 3 to Lucas Construction Group, Inc. of Morganville, New Jersey in the amount of \$270,845.34 following receipt of the certified payrolls is hereby approved as detailed herein, and the Treasurer is authorized to issue same.

Resolution 2015-238

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

September 21, 2015

**AUTHORIZING RELEASE OF ESCROW FUNDS – PEDDIE SCHOOL
(BLOCK 53, LOT 1.01)**

WHEREAS, Peddie School deposited escrow funds in the amount of \$18,650.00 for a project at Block 53, Lot 1.01; and

WHEREAS, Peddie School has requested that the escrow funds on deposit with the Borough for Block 53, Lot 1.01 be released; and

WHEREAS, Peddie School decided not to complete this project and it is recommended that the Borough release the remaining escrow funds.

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 to Peddie School for the project at Block 53, Lot 1.01.

A certified copy of this Resolution shall be provided to the following:

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

Resolution 2015-239

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

**AUTHORIZING THE BOROUGH TO EXECUTE AN AMENDMENT TO THE MUNICIPAL SHARE SERVICES
DEFENSE AGREEMENT**

WHEREAS, the Borough Council of the Borough of Hightstown entered into the Municipal Shared Services Defense Agreement (“MSSDA”) for the purpose as set forth therein, which included retaining a common expert in the Declaratory Judgment action (“Litigation”) that was filed 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”); and

WHEREAS, the MSSDA identified Dr. Robert Burchell, a distinguished professor at Rutgers University, as the expert to be retained; and

WHEREAS, Dr. Burchell became ill and has been unable to complete the obligations under the Research Agreement as set forth in the MSSDA; and

WHEREAS, as a result, Rutgers University has exercised its right to terminate the Research Agreement as permitted under its terms; and

WHEREAS, the MSSDA requires modification to allow the members to retain one or more alternative experts, consultants and/or other professionals for the Litigation; and

WHEREAS, an Amendment to the MSSDA (“Amendment”) has been prepared to effectuate the modification; and

WHEREAS, the Borough Council of Hightstown Borough recognizes that the Litigation requires immediate action and may require further expedited actions by its counsel determined to be necessary and appropriate; and

WHEREAS, the Borough Council of Hightstown Borough has determined that it is in the best interests of the citizens of Hightstown Borough to approve the Amendment, and/or to affirm and ratify the Amendment, and to authorize their designated counsel to take actions on behalf of the municipality with regard to the multiplicity of issues raised and associated with the continued implementation of the MSSDA;

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

1. The terms and conditions of the Amendment to MSSDA attached hereto are hereby approved, and/or ratified and confirmed.
2. The Mayor and Borough Clerk, be and are hereby authorized to execute the aforesaid Amendment.
3. The Borough Council of Hightstown Borough hereby authorizes Jeffrey R. Surenian, Esq., to execute an agreement on behalf of Hightstown Borough with Econsult Solutions, Inc.

The Borough Council of Hightstown Borough hereby authorizes Jeffrey R. Surenian, Esq., to execute on behalf of Hightstown Borough with the approval of the Hightstown Borough's designated counsel such other agreement(s) as are advisable to effectuate the purposes of the MSSDA as amended.

4. The Borough Council of Hightstown Borough further authorizes its designated counsel to approve such other changes to the MSSDA as may be necessary to effectuate its purposes, and to take action on behalf of the municipality with regard to the multiplicity of issues raised and associated with the implementation of the MSSDA provided that the action will not require the municipality to appropriate and commit any additional funding for the MSSDA.

In the event such changes and actions require the municipality to appropriate and commit any additional funding for the MSSDA, Hightstown Borough shall only be responsible for such funding if it authorizes same.

5. If additional monies are needed to effectuate the intent and purpose of the MSSDA, no such services shall be authorized by designated counsel without further action from the Hightstown Borough Council
6. This Resolution shall take effect immediately.

Resolution 2015-240

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

**AUTHORIZING ISSUANCE OF BINGO LICENSE #BL-2015-003 TO THE HIGHTSTOWN
HIGH SCHOOL PARENTS ASSOCIATION**

WHEREAS, the Hightstown High School Parents Association wishes to hold a Bingo at 25 Leshin Lane on November 14, 2015; and

WHEREAS, the group has submitted application number BL2015-003 for the bingo along with the required fees; and

WHEREAS, The Hightstown High School Parents Association is currently registered with the Legalized Games of Chance Control Commission, holding registration identification number 209-5-37998; and

WHEREAS, the Borough Clerk and the Police Department have reviewed the application and have determined that the requirements of N.J.S.A. 5:8-53, regarding the applicant, the members in charge of the game, and the game itself, have been met;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Borough Clerk is authorized to issue Bingo License No. BL2015-003 to The Hightstown High School Parents Association for their bingo to be held on November 14, 2015.

Resolution 2015-241

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

September 21, 2015

**AUTHORIZING ISSUANCE OF RAFFLE LICENSE #RL-2015-014 TO THE HIGHTSTOWN
HIGH SCHOOL PARENTS ASSOCIATION**

WHEREAS, the Hightstown High School Parents Association wishes to hold an on-premise 50/50 raffle at 25 Leshin Lane on November 14, 2015; and

WHEREAS, the group has submitted application number RL2015-014 for the raffle along with the required fees; and

WHEREAS, the Hightstown High School Parents Association is currently registered with the Legalized Games of Chance Control Commission, holding registration identification number 209-5-37998; and

WHEREAS, the Borough Clerk and the Police Department have reviewed the application and have determined that the requirements of N.J.S.A. 5:8-53, regarding the applicant, the members in charge of the game, and the game itself, have been met;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Borough Clerk is authorized to issue Raffle License No. RL2015-014 to the Hightstown High School Parents Association for their 50/50 raffle to be held on November 14, 2015.

Resolution 2015-242

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

**AUTHORIZING ISSUANCE OF BINGO LICENSE #BL-2015-004 TO HIGHTSTOWN ENGINE
COMPANY #1**

WHEREAS, Hightstown Engine Co. #1 wishes to hold a Bingo at 140 Main Street on October 23, 2015; and

WHEREAS, the group has submitted application number BL2015-004 for the bingo along with the required fees; and

WHEREAS, Hightstown Engine Co. #1 is currently registered with the Legalized Games of Chance Control Commission, holding registration identification number 209-9-33988; and

WHEREAS, the Borough Clerk and the Police Department have reviewed the application and have determined that the requirements of N.J.S.A. 5:8-53, regarding the applicant, the members in charge of the game, and the game itself, have been met;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Borough Clerk is authorized to issue Bingo License No. BL2015-004 to Hightstown Engine Co. #1 for their bingo to be held on October 23, 2015.

Resolution 2015-243

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

**AUTHORIZING ISSUANCE OF RAFFLE LICENSE #RL-2015-015 TO HIGHTSTOWN
ENGINE COMPANY #1**

WHEREAS, Hightstown Engine Co. #1 wishes to hold an on-premise 50/50 raffle at 140 Main Street on October 23, 2015; and

WHEREAS, the group has submitted application number RL2015-015 for the raffle along with the required fees; and

WHEREAS, Hightstown Engine Co. #1 is currently registered with the Legalized Games of Chance Control Commission, holding registration identification number 209-9-33988; and

September 21, 2015

WHEREAS, the Borough Clerk and the Police Department have reviewed the application and have determined that the requirements of N.J.S.A. 5:8-53, regarding the applicant, the members in charge of the game, and the game itself, have been met;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Borough Clerk is authorized to issue Raffle License No. RL2015-015 to Hightstown Engine Co. #1 for their bingo to be held on October 23, 2015.

Resolution 2015-244

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

AUTHORIZING THE ISSUANCE OF AN AUCTION LICENSE - EMPIRE ANTIQUES

WHEREAS, an application for a license to hold an auction on Saturday, October 24, 2015 at 278 Monmouth Street in the Borough of Hightstown has been submitted by Empire Antiques, together with the required fee; and

WHEREAS, the application has been reviewed and approved by the Police Department; and

WHEREAS, it is the desire of the Mayor and Council that a license be issued to Empire Antiques for this event.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Borough Clerk is hereby authorized to issue a license to Empire Antiques for their auction to be held on Saturday, October 24, 2015, at 278 Monmouth Street.

Resolution 2015-245

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

APPOINTING AND AUTHORIZING AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES – JON-HENRY BARR, ESQ.

WHEREAS, there exists the need for professional legal services for the Hightstown First Aid Squad pertaining to an investigation into an accident; and

WHEREAS, the Borough Council wishes to appoint Jon-Henry Barr, Esq. of the firm J. H. Barr & Associates, LLC of Clark, New Jersey to protect the interests of and represent the First Aid Squad during the investigation; and

WHEREAS, the cost for the proposed services is at a rate of \$150.00 per hour and shall not exceed \$3,500.00 without further approval by the Borough Council; and,

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

WHEREAS, the Local Public Contracts Law authorizes the awarding of a contract for “professional services” without public advertising for bids and bidding, provided that the Resolution authorizing the contract and the contract itself are available for public inspection in the office of the Municipal Clerk and that notice of the awarding of the contract be published in a newspaper of general circulation in the municipality; and

WHEREAS, should the contract exceed \$17,500, the contract will be subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.*; and

WHEREAS, the anticipated term of this contract is for one (1) year, and it may only be renewed upon further action of the Borough Council; and

September 21, 2015

WHEREAS, this contract is intended to be awarded as a “non-fair and open contract” pursuant to and in accordance with the Local Unit Pay-to-Play Law;

WHEREAS, the firm of J. H. Barr & Associates, LLC of Clark, New Jersey will be required to complete and submit a Business Entity Disclosure Certification pursuant to the Local Unit Pay-to-Play law (specifically, at N.J.S.A. 19:44A-20.8), and further submit a certification that the firm is in compliance with the Borough’s own Pay-to-Play ordinance (Section 2-59 of the *Revised General Ordinances of the Borough of Hightstown*);

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 Mayor is authorized to execute and the Borough Clerk to attest an Agreement between the Borough of Hightstown and Jon-Henry Barr, Esq. regarding the above-referenced professional legal services, as set forth herein.
2. That this contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because J. H. Barr & Associates, LLC of Clark, New Jersey is a firm whose attorneys are authorized by law to practice a recognized profession.
3. That this contract is being awarded in accordance with the Local Unit Pay-to-Play Law and Section 2-59 of the *Revised General Ordinances of the Borough of Hightstown*, and the Business Disclosure Entity Certification, and other certifications required pursuant to same shall be placed on file with the contract if applicable.

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

Lynne Woods, 315 Park Avenue – reviewed RICE notice requirements and commented that Mr. Marchione never received any RICE notices but she has been told that Council has discussed his case in executive session; she then threatened OPMA and Local Finance Board action.

Judy Shane, East Winsor – commented that she is upset with Council’s decision.

Jessica Albert, 32 Carnation Road, Monroe - commented that she is upset with Council’s decision.

Karen Scarpa, 176D Newport Road, Monroe – gave a review of Jenkins behavior and history in his Hightstown neighborhood.

Scott Caster, 12 Clover Lane – commented that he is embarrassed by Council’s decision and that they should not necessarily take the advice of their professionals.

Mary Beth Covell, 128 Broad Street – commented that Council has the facts and she believes they made their decision to protect the residents of the Borough.

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

Mayor/Council/Administrative Comments and Committee Reports

Councilmember Stults – reminded everyone about the Vision Meeting to be held on September 30th, at the Firehouse; he encouraged everyone to attend. The Downtown Hightstown window decorating contest is in jeopardy because of short staffing, but they are working with the CAC to try to make it work; and the Saturday before Thanksgiving the poles downtown will be decorated. There are three items coming back from the Planning Board that will be on the October 5th Council agenda for discussion; design standards and enforcement, the clothing bins ordinance and the tax exemption ordinance. The Highway Commercial signs are still being reviewed and he reviewed the process being taken for the A-frame signs noting that the Planning Board sub-committee recommended that the moratorium on them be lifted for a three month renewal period, or until the Planning Board comes forward with a new design standard and common renewal date.

September 21, 2015

Councilmember Bluth – advised that the Triathlon was a success and she will advise as to the funds it brought in when she gets the figures; she swore in a new Commissioner, Mairead Thompson, at the last meeting.

Councilmember Kurs – noted that Fire and First Aid are thankful to the Council for resolution 2015-232; and the First Aid is thankful for the appointment of an attorney.

Councilmember Montferrat – noted that tht the HPC did not meet, so he has nothing to report.

Councilmember Misiura – advised that the Housing Authority met, but changed their date and he attended the Board of Health meeting; there is a new member on the Board of Health, Mr. Hewitt, who was appointed by the Mayor. The wellness clinic has a new Doctor and the Masonic Lodge location is working out very well for the clinic. The Environmental Commission meets next week.

Council President Hansen – commented that the Cultural Arts Commission has requested to be on the next agenda to give an overview of what they are doing; they will be taking part in the Harvest Fair. The water/sewer meeting was last week and there was discussion regarding grants for the ultraviolet; there are large equipment repairs that are needed.

Mayor Quattrone – thanked Council for doing the tough part of the job; the teal ribbons downtown are for ovarian cancer and were put up by the County, who will return to remove them. The triathlon went well with 247 participants. The Mayor then inquired of the Borough Clerk regarding the road closing permits for the fair. Clerk Sopronyi responded that she is working on them, but there was a delayed start due to lack of the proper documentation from vendors.

Councilmember Kurs – noted that there is interest in a Halloween house decorating contest and Mayor Quattrone noted that it should be done next year, with Stockton Street being closed to traffic for pedestrian safety.

Administrator Underhill – advised that there was a water system repair today on the road project and there was intermittent inconvenience to the residents, they should be done with it tomorrow. The curb and sidewalk project on Etra Road is moving forward and we are waiting for certain information from the County.

Mayor Quattrone – advised that the missing letters on the wall downtown have been ordered and we are waiting for delivery; it is unknown whether they will arrive before the Harvest Fair.

Council President Hansen moved to adjourn at 8:12 pm, Councilmember Bluth seconded. All ayes.

Respectfully Submitted,

Debra L. Sopronyi, RMC
Borough Clerk

September 21, 2015

Enchantment of Hightstown
1 Hight Boulevard
Hightstown, NJ 08520

September 28, 2015

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

Dear Mr. Underhill:

As you know, Pioneer General Contracting Co. Inc. began work on September 21st to complete the unfinished projects at Enchantment at Hightstown. The work that is being done is the result of lengthy negotiations between the Borough and the bonding company representing the Robertson Douglas Group, extensive analysis and planning by Carmela Roberts and approval by the Municipal Council.

The Board of Trustees at Enchantment is aware that the amount of money the Borough received from the settlement with the bonding company and RDG is greater than the cost of the work being performed by Pioneer as a result of the recent bid process. We have been told that these excess funds are available to Enchantment to be used for additional work related to the current projects. We have prepared a short list of additional work that we believe is also necessary to complete our development.

(1) Additional repair work is needed to the paving stone areas at the entrance to our community. Some stones on the exit side have sunk due to an improperly prepared base. While repairing the entry concrete work, the contractor has advised us that he will reset/level certain pavers around the perimeter of these areas as part of the current contract. However, we request that the entire stone paver areas be reset/leveled as needed to provide proper drainage and to insure that these areas will remain intact for years to come.

(2) There are 111 additional sections of sidewalk and 4 additional driveway aprons that need to be replaced. There are also 40 sections of sidewalk marked for replacement that are still in decent condition and should not be replaced at this time. The details showing the location of the additional sidewalk sections and driveway aprons is attached.

(3) Grouting between Belgium blocks in many areas has deteriorated or disappeared. We have counted 684 grout lines that need to be regouted. The details are shown on page 4 of the attachment.

(4) We would like to include the cost of removing the utility poles from the area where RDG had it's construction trailer. The restoration of this area was on the Borough Engineer's original list, but was not included in the bid because the removal should be done by JCP&L Company. JCP&L must first remove the electrical equipment from the poles.

(5) We would like the detention basin on Ely Court to be restored to it's original and proper condition.

(6) The seams of the concrete upper patio in the pool area are deteriorating. We would like a price to repair the seams and a price to replace the patio.

(7) The 22 ash trees throughout Enchantment need to be replaced. We are told that they will all be dead in 3-5 years as a result of an insect called the Emerald Ash Borer. This insect is already present in Mercer County. We can provide additional information on this issue if needed.

We would like Pioneer to price each of these additional projects so that we can prioritize them as we understand that we are dealing with limited funds. We will then request the Borough Council to approve those we select as additions to the current Pioneer contract. As Pioneer must complete their work in 45 days, we ask that you act quickly on this request.

If you have any questions, you can contact me on my cell phone at 732-979-5395 or by email at rkineb@aol.com

Thank you in advance for your assistance.

Sincerely,


Ronald Kohn
President
Enchantment at Hightstown HOA

cc: Carmela Roberts, Borough Engineer

Summary 9-24-15

Enchantment @ Hightstown

Add-On Site Work List

- Sidewalks — 111 sections
- 40
- Aprons — 4
- Grouting Curbs — 684 grout lines
- Cementing Curbs
to Sidewalk or — 55' parking lot
Aprons — 48 aprons

-
- See pages 1-5 for details
 - Based on field survey 9-23-15 + 9-24-15
 - Survey: Bud Booth + Paul Szymanski
Transition Committee

Page A

SIDEWALKS + APRONS

ENCHANTMENT @ HIGHTSTOWN
ADDED SITE LOOK LIST

9/23/15

<u>BLOCK/LOT</u>	<u>ADDRESS</u>	<u>SIDEWALK ADDITION</u>	<u>APRON ADDITION</u>
10.01/50	1 ELY	8	-
10.01/47	7 ELY	6	-
10.01/37	4 Barton	4	-
10.01/39	8 BARTON	1	-
10.02/5	9 BARTON	6	-
10.02/2	15 BARTON	9	-
10.02/3	13 Barton	-	(Apron not Marked)
? 10.02/5	9 Barton	7	ENTIRE APRON
10.02/8	3 Barton	1	-
10.02/9	1 BARTON	-	Entire Apron

ENCHANTMENT @ HIGHTSTOWN
ADDED SITE LOOK LIST

9/23/15

<u>BLOCK/LOT</u>	<u>ADDRESS</u>	<u>SIDEWALK ADDITION</u>	<u>APRON ADDITION</u>
10.01/4	24 NORTON	11	-
10.01/8	32 NORTON	-	HALF APRON
10.01/12	40 NORTON	1	-
10.02/14	41 NORTON	-	HALF APRON
10.01/15	39 NORTON	7	-
10.01/17	35 NORTON	1	-
10.01/18	33 NORTON	5	-
10.01/19	31 NORTON	2	-
10.01/21	27 NORTON	1	-
10.01/22	25 NORTON	4	-
10.01/23	23 NORTON	2	-
10.01/24	21 NORTON	3	-

(Page 2)

PES/AB

ENCHANTMENT @ HIGHTSTOWN
ADDED SITE LOOK LIST

9/23/15

<u>BLOCK/LOT</u>	<u>ADDRESS</u>	<u>SIDEWALK ADDITION</u>	<u>APRON ADDITION</u>
10.01/27	15 NORTON	6	—
		(Re-set curb blocks)	
10.01/37	7 NORTON	—	HALF APRON
10.01/32	5 NORTON	—	HALF APRON
—	WYCKOFF'S MILL ROAD	16	—
1.01/3	2 Brakman Ct	10	—

TOTALS

111

Walk
Sections

4

Aprons

CURB GROUTING

Enchantment Heights town
Added Acti Work List

Curb blocks needing
re-grouting include:

	<u># grout lines</u>
Brake man Ct	— 8
Parking lot	— 36
Exit lane	— 10
Entry Lane	— 21
Height Blvd	— 126
Norton Ave	— 297
Darton Ave	— 102
Ely Ct	— 38
ASHTON LANE	— 46

TOTAL 684 grout lines

[6 Norton - curb blocks need to
be re-cemented - are loose]

[9-24-15 field Survey - RES + BB]

Page 4

Enchantment @ Hightstown
Added Site Work List

Cementing Aprons or Sidewalks
to black curbing

- Parking lot — 55'
- Other Driveway* — 48 aprons
aprons

[Equals 78 aprons less aprons to
be replaced = $78 - 30 = 48$]

Thank you.
You're our hero!



• Entry - OK - will
re-set as \$
add-on or later

• Sidewalks

• Aprons

• Curbs Grouting

• other cementing
at aprons

• tile pile

• Clubhouse patio

• Trees ASH



RESCUE • NURTURE • ADOPT

animalleague.org

PD-10S15

Thank you.
You're our hero!



"Why" List

~~5 High walk~~

5 High walk

1 Fly Walk

9 Fly apron

Clubhouse Entry

✓ Norton - 36

sidewalks



RESCUE • NURTURE • ADOPT

animalleague.org

PD-10S15

Ordinance 2015-21

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

AN ORDINANCE REPEALING ORDINANCE 2005-28

IT IS HEREBY ORDAINED, by the Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, that Hightstown Borough Ordinance 2005-28 which established Growth Share Affordable Housing Requirements, and amended and supplemented Chapter 26, "Land Use Procedures," of the "Revised General Ordinances of the Borough of Hightstown, County of Mercer, New Jersey" in order to establish a new section thereof to be known as Section 26-11, is hereby repealed.

Introduced: September 21, 2015

Adopted:

ATTEST:

Debra L. Sopronyi,
Borough Clerk

Lawrence D. Quattrone,
Mayor

Ordinance 2015-22

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

AMENDING AND SUPPLEMENTING CHAPTER 13 “HOUSING” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, MERCER COUNTY, NEW JERSEY”

WHEREAS, the Housing Official and Inspector have made certain recommendations for revisions to Chapter 13, “Housing” of the Borough Revised General Ordinances of the Borough of Hightstown; and

WHEREAS, the Borough Council 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. Chapter 13 “Housing” is hereby amended as follows (underline for additions, strikethroughs for deletions):

Chapter 13

HOUSING

Sections:

13-1	GENERAL PROVISIONS
13-2	ADMINISTRATION AND ENFORCEMENT
13-3	HOUSING STANDARDS FOR OWNER OCCUPIED UNITS AND RENTAL UNITS
13-4	ADDITIONAL HOUSING STANDARDS FOR RENTAL UNITS
13-5	INSPECTIONS; NOTICE; HEARINGS
13-6	UNFIT BUILDINGS
13-7	TRANSFER OF PROPERTY
13-8	CERTIFICATE OF COMPLIANCE REQUIREMENT FOR CHANGES IN OCCUPANCY OF RENTED DWELLINGS
13-9	VIOLATIONS AND PENALTIES
13-10	BOARDINGHOUSES AND ROOMING HOUSES
13-11	Reserved
13-12	LICENSING AND REGISTRATION OF RESIDENTIAL RENTAL PROPERTIES

Section 13-1

GENERAL PROVISIONS

Subsections:

- 13-1-1 Purpose.**
13-1-2 Definitions and Word Usage.

Subsection 13-1-1 Purpose.

The purpose of this chapter shall be to establish and maintain every person's right to a decent home, located in a desirable, suitable and well-kept neighborhood environment; to establish minimum standards governing the required plumbing, heating and electrical facilities and their maintenance; to establish minimum standards governing the conditions and maintenance of dwellings and other structural things and conditions on the inside and outside of dwellings and the premises surrounding dwellings; to make dwellings safe, sanitary and fit for decent living; to establish minimum standards governing the conditions of dwellings offered for rent, fixing the responsibilities of both owners and occupants of dwellings; to authorize and command the inspection of dwellings and the condemnation of dwellings unfit for human habitation; and to fix the penalties for its violations.

However, the Borough, by this section, is not acting as a guarantor of the condition of any property insofar as any potential owner or occupant is concerned, nor shall the Borough be considered to be involved in any manner in the contractual relationships between parties buying, selling or renting property. Inspections by Borough officials are not a substitute for engineering or other inspections which may be required by contract in connection with a change in ownership or occupancy of any property. (1991 Code § 121-1; Ord. No. 823 § 1)

Subsection 13-1-2 Definitions and Word Usage.

a. Whenever the words "dwelling," "dwelling unit," "apartment," "living unit," "rooming house," "hotel," "motel," "rooming unit," "boardinghouse" and "premises" are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof."

b. As used in this chapter:

Basement shall mean that portion of a building located partly or wholly underground and having more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

Bathroom shall mean a room which has a floor area, including fixtures, of at least thirty-five (35) square feet and which contains a minimum of one (1) flush water closet, one (1) washbasin and one (1) bathtub or shower stall.

Bedroom shall mean a room or enclosed floor space within a dwelling unit used or designed to be used for sleeping, equipped with a privacy door (which does not have any keyed locks), at least one window allowing access to the outside, and having a ceiling height of at least seven feet over at least one-half of the floor area. Square footage for determining occupancy load shall not include bathrooms, kitchens, dining rooms, living rooms, family rooms, water closet compartments, walk-in closets, laundries, pantries, foyers, hallways or storage spaces.

Boardinghouse shall mean any private dwelling or dwelling unit where the owner, tenant or operator thereof is engaged in keeping one (1) or more roomers or boarders who are not husband and wife or son or daughter, mother or father or sister or brother of the owner, tenant or operator or of the spouse of the owner, tenant or operator and in serving food to some or all of such lodgers for a part of a day or longer period under expressed

contract or rate of payment.

Building shall mean any building or structure or part thereof used for human habitation, use or occupancy, including any accessory buildings and appurtenances belonging thereto or usually enjoyed therewith.

Cellar shall mean that portion of a building located partly or wholly underground and having more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

Dwelling shall mean a building or structure or part thereof containing one (1) or more dwelling units or lodging units.

Dwelling unit shall mean an apartment, living unit or similar designation or any room or group of rooms or any part thereof located within a building and forming a single habitable unit with facilities which are used or designed to be used for living, sleeping, cooking and eating.

Garbage shall mean the animal and vegetable and other organic waste resulting from handling, preparation, cooking and consumption of food.

Habitable room shall mean a room or enclosed floor space within a dwelling unit used or designed to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, pantries, foyers or communicating corridors, closets and storage spaces.

Historic landmark shall mean any building, the location, design, setting, materials or workmanship of which is specifically definable, and which is:

- a. Of particular historic significance; or
- b. Associated with historic personages; or
- c. An embodiment of the distinctive characteristics of a type, period or method of architecture or engineering.

Housing Inspector shall mean the officer or officers who are authorized by the provisions of this chapter to exercise the powers prescribed herein.

Infestation shall mean the presence within or around a building of any insects, rodents or other pests.

Lodging shall mean rooming.

Lodging house shall mean any building or that part of any building containing one (1) or more lodging units, each of which is rented by one (1) or more persons who are not husband and wife or son or daughter, mother or father or sister or brother of the owner or operator or of the spouse of the owner, tenant or operator.

Lodging unit shall mean a rented room or group of rooms containing no cooking facilities, used for living purposes by a separate family or group of persons living together, or by a person living alone, within a building.

Multiple dwelling or apartment house shall mean any dwelling containing more than three (3) dwelling units.

Occupant shall mean any person in actual possession of and living in the building or dwelling unit, including the owner.

Owner shall mean any person who, alone or jointly or severally with others:

- a. Has legal title to any dwelling, dwelling unit, hotel, motel, rooming house, rooming unit or boardinghouse, with or without accompanying actual possession thereof.
- b. Has charge, care or control of any dwelling or dwelling unit, hotel, motel, rooming house, rooming unit or boardinghouse as owner or agent of the owner or as executor, executrix, administrator,

administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall comply with the provisions of this chapter and the rules and regulations adopted pursuant thereto to the same extent as if he were owner.

Plumbing shall include all the supplied piping, facilities, fixtures and equipment; the house sewer from the septic tank, cesspool, curb or property line to the building foundation; the water service from the curb or property line to the building foundation; the system of soil, vent and waste pipes from their connection at the foundation to the house sewer to their connections to the various plumbing fixtures and to their termination through the roof; all hot- and cold-water lines in the dwelling or building; every plumbing fixture, trap, floor drain or any fixture directly or indirectly connected to the plumbing system; the gas piping from the gas meter to the connections to the various gas appliances; and any other similar supplied fixtures, together with all connections to water, sewer or gas lines.

Rubbish shall mean combustible and noncombustible waste material, including boxes, barrels, sticks, stones, bricks, bottles, cans, metal drums, iron pipe, cold sheet metal, old furniture, unused motor vehicles and boats, auto parts, filth, junk, trash, debris and old lumber or firewood, unless such lumber or firewood is neatly stacked or piled on a support or platform at least eight (8) inches above the ground. It shall also include any other articles which the Housing Inspector, in his judgment, declares to be "rubbish."

Smoke sensitive alarm device shall mean a fire alarm device capable of sensing visible or invisible particles of combustion and providing a suitable alarm audible in all sleeping areas.

Supplied shall mean paid for, furnished or provided by or under the control of the owner or operator.

Utilities shall include electric, gas heating, water and sewage services and equipment therefor. (1991 Code § 121-2; Ord. No. 823 § 2; Ord. No. 2002-20)

Section 13-2
ADMINISTRATION AND ENFORCEMENT

Subsections:

- 13-2-1 Administration.**
13-2-2 Enforcing Authority Designated.
13-2-3 Powers of Housing Inspector.

Subsection 13-2-1 Administration.

The Housing Inspector shall be responsible for the administration of the Housing Code. (1991 Code § 121-3)

Subsection 13-2-2 Enforcing Authority Designated.

The enforcing authority for the provisions of this chapter shall be the Housing Inspector, who shall be appointed by the Mayor and confirmed by the Borough Council pursuant to law for a term of one (1) year. (1991 Code § 121-4)

Subsection 13-2-3 Powers of Housing Inspector.

The Housing Inspector shall be authorized and empowered to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, including the following, in addition to others herein granted:

- a. To investigate dwelling conditions in the Borough in order to determine which dwellings therein are unfit for human habitation.
- b. To administer oaths and affirmations, examine witnesses and receive evidence.
- c. To enter upon premises for the purpose of making examination, provided that such entries are made in such manner as to cause the least possible inconvenience to the persons in possession.
- d. To appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purposes of this chapter.
- e. To delegate any of his functions and powers under this chapter to such officers and agents as he may designate. (1991 Code § 121-5)

Section 13-3

HOUSING STANDARDS FOR OWNER OCCUPIED UNITS AND RENTAL UNITS

Subsections:

13-3-00	Housing Standards for Owner Occupied Units and Rental Units.
13-3-1	Maintenance.*
13-3-2	Sump Pump and Sewer Line Clean-Outs.
13-3-3	Water Supply.
13-3-4	Plumbing and Heating.
13-3-5	Electrical.
13-3-6	Smoke <u>and Carbon Monoxide</u> Alarms Required.
13-3-7	Fences.
13-3-8	Use and Occupancy of Space.
13-3-9	Ventilation.
13-3-10	Historic Landmarks.
13-3-11	Egress
13-3-12	Signs

Subsection 13-3-00 Housing Standards for Owner Occupied Units and Rental Units.

Standards applicable to dwelling units which are owner-occupied and dwelling units and lodging units which are rented to tenants (all dwellings and dwelling units). (1991 Code AIV; Ord. No. 823 § 3)

Subsection 13-3-1 Maintenance.*

a. Every foundation, floor, wall, ceiling, door, window, roof or other part of a building shall be maintained in a safe, sanitary, and structurally sound condition so as not to pose a threat to the public health, safety or welfare, and capable of the use intended by its design. Any exterior part or parts thereof shall be maintained weatherproof and properly surface-coated where required to prevent deterioration.

b. Every inside and outside stairway, every porch and every appurtenance thereto shall be so constructed as to be safe to use and capable of safely supporting the imposed dead and live loads and shall be kept in sound condition and good repair. As of the effective date of this section, every stairway having four (4) or more risers shall be properly bannistered and safely balustraded pursuant to the Uniform Construction Code of the State of New Jersey.

c. Every porch, balcony, roof or similar place higher than thirty (30) inches above the ground used for egress or for use by occupants shall be provided with adequate railings or parapets. Such protective railings or parapets shall be properly balustraded and shall not be less than three (3) feet in height.

d. Every roof, wall, window, exterior door and hatchway shall be free from holes or leaks that would permit the entrance of water within a dwelling or be a cause of dampness.

e. Every dwelling shall be free from rodents, vermin and insects. Rodent or vermin extermination and rodent-proofing may be required by the Health Department.

f. Every building, dwelling, dwelling unit, and all other areas of the premises shall be clean and free from garbage or rubbish and hazards to safety. Lawns, hedges and bushes shall be kept trimmed and not permitted to

become overgrown, thereby becoming a hazard to the public health, safety and welfare. Dead or broken limbs which may pose a threat to the safety and welfare of the public shall be removed.

g. The Housing Inspector may order the owner to clean, repair, paint, whitewash or paper any walls or ceilings within a dwelling which have deteriorated so as to provide a harborage for rodents or vermin.

h. Every sidewalk, walkway and driveway shall be maintained in such a manner as not to pose a safety hazard. There must be at least seven (7) foot clearance from the sidewalk to the lowest tree branch overhanging the sidewalk, and shrubbery must not overhang or obstruct the sidewalk.

i. All chimneys, smokestacks and similar appurtenances shall be maintained structurally safe, sound and in good repair. Various and sundry outbuildings, garages and sheds shall be maintained so as to be safe, and any exterior part or parts thereof shall be maintained weatherproof and properly surface-coated where required to prevent deterioration. All sheds erected after the effective date of this section shall be safely anchored. (1991 Code § 121-6; Ord. No. 823 § 3; Ord. No. 2010-05)

* **Editor's Note:** For additional regulations on property maintenance, see Chapter XIV.

Subsection 13-3-2 Sump Pump and Sewer Line Clean-Outs.

No sump pump shall be connected to any sanitary sewer line within the Borough. All sewer line clean-outs shall be at least one (1) foot above floor level. This subsection shall be enforced by the Housing Inspector or the Superintendent of the Advanced Wastewater Treatment Plant in accordance with the provisions of subsection 19-3.1g. of Chapter XIX governing wastewater discharges. Certificates of Compliance, pursuant to Sections 13-7 and 13-8 of this chapter shall be not issued prior to compliance with the provisions of subsection 19-3.1g. of Chapter XIX. (1991 Code § 121-7; Ord. No. 823 § 3; Ord. No. 94-6 § 3)

Subsection 13-3-3 Water Supply.

Every dwelling and dwelling unit shall be provided with a safe supply of potable water meeting the standards set forth in the Potable Water Standards as published by the New Jersey Department of Environmental Protection and Energy. (1991 Code § 121-8; Ord. No. 823 § 3)

Subsection 13-3-4 Plumbing and Heating.

a. All plumbing and heating systems shall be in satisfactory working order.

b. No room heater, heating stove, space heater or tank water heater designed for the use of kerosene, gasoline, oil, gas, wood, coke, charcoal or coal as a fuel shall be used in any dwelling or dwelling unit unless it has an approved direct smoke pipe or flue connection to a properly constructed chimney capable of carrying all of the products of combustion to the outside air. (1991 Code § 121-9; Ord. No. 823 § 3)

Subsection 13-3-5 Electrical.

The electrical system shall be in proper working order so as not to pose a threat of electrical shock, fire or other hazard. All Groundfault Interrupt Outlets shall function as designed. All plates and covers shall be in place. No extension cords shall be connected to appliances and/or air conditioners. (1991 Code § 121-10; Ord. No. 823 § 3)

Subsection 13-3-6 Smoke and Carbon Monoxide Alarms Required.

All dwellings and dwelling units shall have a smoke-sensitive alarm device on each level of the structure and outside each separate sleeping area and located on or near the ceiling in accordance with P.L. 1991, c. 92. A carbon monoxide detector must be located outside all sleeping areas. (1991 Code § 121-11; Ord. No. 823-3)

Subsection 13-3-7 Fences.

Every fence shall be maintained and kept in a condition which shall not pose structural, health or safety dangers. (1991 Code § 121-12; Ord. No. 823-3)

Subsection 13-3-8 Use and Occupancy of Space.

a. It shall be the responsibility of the owner to ensure that the maximum number of occupants in a dwelling unit shall not exceed the following standard:

1. Every dwelling unit shall contain at least one hundred fifty (150) square feet of floor space for the first occupant thereof and at least one hundred (100) additional square feet of floor space for every additional occupant thereof, such floor space to be calculated on the basis of total habitable room area.

b.

1. Every room in a dwelling unit occupied for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor space, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor space for each occupant thereof. Under no circumstances shall there be more than two (2) occupants in each bedroom of a dwelling unit. Children under the age of two (2) shall not be considered to be additional occupants.
2. Notwithstanding the foregoing, in every lodging unit every room occupied for sleeping purposes by one (1) occupant shall contain at least eighty (80) square feet of floor space, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least sixty (60) square feet of floor space for each occupant thereof.

c. At least one-half (1/2) of the floor area of every habitable room shall have a ceiling height of at least seven (7) feet. The floor area of that part of any room where the ceiling is less than five (5) feet shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof.

d. No room in a dwelling unit may be used for sleeping if the floor level of the room is lower than three and one-half (3 ½) feet below the average grade of the ground adjacent to and within fifteen (15) feet of the exterior walls of the room.

e. A room located below the level of the ground but with the floor level less than three and one-half (3 ½) feet below and the average grade of the ground adjacent to and within fifteen (15) feet of the exterior walls of the room may be used for sleeping, provided that the walls and floor thereof in contact with the earth have been damp proofed in accordance with a method approved by the Housing Inspector and that the windows thereof are at least fifteen (15) feet from the nearest building or wall.

- f. Keyed and/or combination locks on ~~bedroom-interior~~ doors are prohibited. Privacy locks are allowed on

bedroom doors, provided that the lock can be opened easily and without the use of force from the outside of the room, or from any hallway or common area, in the event of emergency.

g. Non-habitable spaces, including storage and closet areas, kitchens, hallways and all portions of living rooms, dining rooms, dens, enclosed porches, attics and basements, shall not be used as bedrooms or otherwise occupied for sleeping purposes; notwithstanding the foregoing, attics and basements may be used as bedrooms if they have been rendered habitable pursuant to all requirements of the State Housing Code.

h. The number of bedrooms in a dwelling unit is determined by the number of bedrooms on the tax records for the property.

i. The bedroom cannot be used to pass through to another habitable space, bedroom or kitchen.

j. Overcrowding – The following factors may be considered by the Housing Inspector as rebuttable presumption of overcrowding, as that term is defined by this chapter and shall support the issuance of a summons and complaint by the Housing Inspector, without first issuing a notice of violation:

1. The occupying of areas of a rental dwelling unit prohibited pursuant to section 13-3-8(g) of this chapter, such as basements and attics;
2. The location of mattresses or bedding materials in areas of a dwelling unit prohibited for occupancy pursuant to section 13-3-8(g); and
3. The existence of cooking appliances, and/or refrigeration units, (excluding freezer appliances) in inappropriate areas of a dwelling unit in addition to those located in the kitchen, as determined by the Housing Inspector.

(1991 Code § 121-13; Ord. No. 823 § 3; Ord. No. 2010-05; Ord. No. 2014-14)

Subsection 13-3-9 Ventilation.

All dwellings shall be adequately ventilated; every bathroom and water closet compartment shall have ventilation provided either by a window, skylight or mechanical ventilation system. (1991 Code § 121-14; Ord. No. 823 § 3)

Subsection 13-3-10 Historic Landmarks.

Upon written request of the property owner, an historic landmark may be exempted by the Housing Inspector from strict compliance with the requirements of this chapter if such strict compliance would compromise the historic significance of the property; provided, however, that no exemption shall be granted which, in the opinion of the Housing Inspector, would create a health or safety hazard or allow such a hazard to continue. (1991 Code § 121-15; Ord. No. 823 § 3)

Subsection 13-3-11 Egress

All exit doors shall be readily opened from the side from which egress is to be made, without the use of a key, unless the key is permanently affixed in the lock, and without use of a combination lock, electronic code or similar special knowledge or effort. (Ord. No. 2002-20)

Subsection 13-3-12 Signs

a. Posting of signs for rent, or advertising room or rooms for rent by any means of publication (whether through broadcast media, print media, or by electronic means, including the internet), is prohibited for any property in the Borough of Hightstown for which no license has been issued in accord with Sections 4-1, 13-8, and 13-10 of this Code to qualify that property as a boarding house, rooming house, or rooming unit.

b. Posting of signs, or advertising an apartment or house for rent by any means of publication (whether through broadcast media, print media, or by electronic means, including the internet), is prohibited for any property in the Borough of Hightstown for which a Rental Certificate of Compliance has not been issued by the Housing Inspector, pursuant to Subsection 13-8-1 of this Code. (Ord. No. 2010-05)

Section 13-4

ADDITIONAL HOUSING STANDARDS FOR RENTAL UNITS

Subsections:

- 13-4-1 **Required Facilities.**
- 13-4-2 **Ventilation and Glass.**
- 13-4-3 **Lighting.**
- 13-4-4 **Minimum Standards for Heating.**
- 13-4-5 **Egress.**
- 13-4-6 **Water Damage.**
- 13-4-7 **Additional Maintenance Requirements.**
- 13-4-8 **Additional Responsibilities Concerning Garbage, Rubbish and Recyclable Materials.**
- 13-4-9 **Additional Responsibilities Concerning Insects and Rodents.**
- 13-4-10 **Owner Responsible.**

Subsection 13-4-1 Required Facilities.

a. Every foundation, floor, wall, ceiling, door, window, roof or other part of a building in a dwelling unit, hotel, motel and rooming house, shall be maintained in a safe, sanitary, and structurally sound condition so as not to pose a threat to the public health, safety or welfare, that is, free from cracks, holes, breaks, split or splintering boards on woodwork, loose plaster, flaking or peeling paint or other materials. Loose or defective sections shall be removed and replaced so that the sound material is flush and smooth. Floors, walls, ceilings and other exposed surfaces shall be kept clean, free from visible foreign matter, and sanitary at all times. If necessary to accomplish the foregoing, these surfaces shall be kept well painted, whitewashed, papered, covered or treated with ceiling material or other coating as needed. The original design and material shall be matched as near as reasonably possible and when completed shall be aesthetically acceptable. Any exterior part or parts thereof shall be maintained weatherproof and properly surface-coated where required to prevent deterioration.

b. All plumbing fixtures shall function perfectly at all times. The finish of toilets, sinks and tubs shall not be chipped or cracked and shall have a smooth finish. There shall not be any leaks, clogs or broken handles on any fixture. All plumbing fixtures and all floors, walls and ceilings in any room containing plumbing fixtures shall be kept in a sanitary condition at all times.

c. Every water closet compartment floor and bathroom floor shall be constructed and maintained so as to be reasonably impervious to water and permit such floor to be kept in a clean condition.

d. In dwellings containing two (2) or more dwelling units having a common source of heat for domestic hot water, it shall be the responsibility of the owner to make provision for the proper operation of such facilities at all times.

e. Every roof, wall, window, exterior door and hatchway shall be free from holes or leaks that would permit the entrance of water within a dwelling or be a cause of dampness.

f. Every foundation, floor and wall of a dwelling shall be free from chronic dampness.

g. No owner or occupant shall cause any services, facilities, equipment or utilities which are required under this chapter to be removed from, shut off or discontinued in any occupied dwelling let or occupied by him, except for such temporary interruption as may be necessary while actual repairs or alterations are in process or during temporary emergencies when discontinuance of service is authorized by the Housing Inspector. If any service or utility which the owner has agreed to supply is discontinued, the owner shall take immediate steps to cause the

restoration of any such service or utility, unless the owner can prove that the tenant has agreed to supply such service or utility. (1991 Code § 121-16; Ord. No. 823 § 3)

Subsection 13-4-2 Ventilation and Glass.

a. Means of ventilation shall be provided for every habitable room. Such ventilation may be provided either by an easily operable window or skylight having an openable area of at least forty-five (45%) percent of the minimum window area or minimum skylight area as required by this section or by other means acceptable to the Housing Inspector which will provide at least two (2) air changes per hour.

b. Means of ventilation shall be provided for every bathroom or water closet compartment. Such ventilation may be provided either by an easily operable window or skylight having an openable area of at least forty-five (45%) percent of the minimum window area or minimum skylight area as required by this section or by other means acceptable to the Housing Inspector which will provide at least six (6) air changes per hour.

c. All glass panes will be free from cracks and breaks. All panes will be securely anchored and properly glazed within their frames. All voids and cracks around window frames which may allow the entrance of weather or insects shall be sealed. All ground-level windows shall be equipped with latches.

d. Every openable window, exterior door, skylight and other opening to the outdoors shall be supplied with properly-fitting screens in good repair from May 1 to October 1 of each year. Such screens shall have a mesh of not less than No. 16. (1991 Code § 121-17; Ord. No. 823 § 3)

Subsection 13-4-3 Lighting.

a. Every habitable or occupiable room shall have lights available at all times, with an illumination of at least six (6) footcandles. Every required exit shall have lights available at all times, with an illumination of at least three (3) footcandles. All such light shall be measured thirty (30) inches from the floor at the center of the exit.

b. Every habitable room shall have at least one (1) window or skylight facing directly to the outdoors. The minimum total window or skylight area, measured between stops, for every habitable room shall be ten (10%) percent of the floor area of such room. Whenever walls or other portions of structures face a window of any habitable room and are located less than three (3) feet from the window and extend to a level above that of the ceiling of the room, such a window shall not be included in calculating the required minimum total window area. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight shall equal at least fifteen (15%) percent of the total floor area of such room. Skylight-type windows existing on December 1, 1971, may, if less than fifteen (15%) percent of the total floor space, be increased to fifteen (15%) percent, but no skylight-type window shall be installed in lieu of a window where a skylight has not previously existed.

c. Every dwelling shall be provided with electric service.

d. Every habitable room shall contain at least two (2) separate wall-type electric convenience outlets or one (1) such convenience outlet and one (1) ceiling or wall-type electric light fixture. Every such outlet and fixture shall be connected to the source of electric power. No temporary wiring shall be used, except extension cords which run directly from portable electrical fixtures to convenience outlets and which do not lie under rugs or other floor coverings nor extend through doorways, transoms or other openings through structural elements.

e. Every portion of each staircase, hall, cellar, basement, landing, furnace room, utility room and all similar nonhabitable space located in a dwelling shall have either natural or artificial light available at all times, with an illumination of at least two (2) footcandles in the darkest portions.

f. Every portion of any interior or exterior passageway or staircase common to two (2) or more families in a dwelling shall be illuminated naturally or artificially at all times with an illumination of at least two (2) footcandles in the darkest portion of the normally traveled stairs and passageways. In dwellings comprising two (2) dwelling units, such illumination shall not be required at all times if separate switches, convenient and readily accessible to each dwelling unit, are provided for the control of such artificial light by the occupants thereof.

g. Every bathroom and water closet compartment shall have either natural or artificial light available at all times, with an illumination of at least three (3) footcandles. Such light shall be measured thirty-six (36) inches from the floor at the center of the room. Artificial lighting shall be controlled by a wall switch located so as to avoid danger of electrical hazards. (1991 Code § 121-18; Ord. No. 823 § 3)

Subsection 13-4-4 Minimum Standards for Heating.

a. When any part of any premises shall be rented to another for habitation, the premises so rented shall be served by a heating system which can provide heat sufficient to maintain a minimum inside temperature of sixty-eight (68E) degrees Fahrenheit in all habitable rooms, measured at least one (1) foot away from any surface at the coldest portion of the space subject to regular use by occupants of any room when the average temperature outside the rented premises within a twenty-four (24)-hour period is below fifty-five (55E) degrees Fahrenheit.

b. When the heating system is not controlled by the person renting the premises, the owner shall be responsible for providing that, from October 1 of each year to the next succeeding May 1, every unit of dwelling space and every habitable room therein shall be maintained at a temperature of at least sixty-eight (68E) degrees Fahrenheit between the hours of 6:00 a.m. and 11:00 p.m. and at least sixty-five (65E) degrees between the hours of 11:00 p.m. and 6:00 a.m. Such levels of heat shall also be provided by the owner between May 1 and the next succeeding October 1 during any period in which the average temperature outside the rented premises within a twenty-four (24)-hour period is below sixty-five (65E) degrees Fahrenheit. (1991 Code § 121-19; Ord. No. 823 § 3)

Subsection 13-4-5 Egress.

a. Every dwelling, dwelling unit or lodging unit shall have safe and unobstructed means of egress. Each means of egress shall not be through any other dwelling unit or part thereof and shall lead to a safe and open space at ground level accessible to a street.

b. A room used for sleeping purposes under the provisions of this chapter shall be provided with a safe and unobstructed means of egress leading directly to an outside area accessible to a street. (1991 Code § 121-20; Ord. No. 823 § 3)

Subsection 13-4-6 Water Damage.

Every roof, wall, window, exterior door, foundation and hatchway shall be free from holes or leaks that would permit the entrance of water within a dwelling or be a cause of dampness. (1991 Code § 121-21; Ord. No. 823 § 3)

Subsection 13-4-7 Additional Maintenance Requirements.

a. The Housing Inspector may order the owner to clean, repair or paint any walls or ceilings within a dwelling when such walls or ceiling have become stained or soiled, or the plaster, wallboard or other covering has become loose or badly cracked or missing.

b. All exterior parts of the structure which are subject to corrosion shall be kept painted and the Housing Inspector may order the owner to paint the exterior of the premises when the painting is necessary in order to retard leakage, deterioration or excessive dampness.

c. Nothing herein shall be construed so as to place upon a nonresident owner the responsibility of a tenant to keep in a clean and sanitary condition that part of the dwelling which the tenant occupies and controls.

d. No owner shall let to an occupant any vacant dwelling, dwelling unit or lodging unit unless it is clean and sanitary.

e. Every owner of a dwelling containing three (3) or more dwelling or lodging units shall comply with all maintenance requirements of Title 5, Chapter 10 of the New Jersey Administrative Code as they pertain to multiple dwellings. In the event any of the requirements set forth therein are less strict than the requirements of this chapter, this chapter shall control. (1991 Code § 121-22; Ord. No. 823 § 3)

Subsection 13-4-8 Additional Responsibilities Concerning Garbage, Rubbish and Recyclable Materials.

a. In dwellings containing no more than three (3) dwelling units, it shall be the responsibility of the occupant of each dwelling unit to furnish such receptacles outside the dwelling unit as are needed for the storage of garbage, rubbish and recyclable materials until removed from the premises. In lodging houses and in dwellings containing four (4) or more dwelling units, it shall be the responsibility of the owner to furnish such receptacles outside the lodging units or dwelling units as are needed for the storage of garbage, rubbish and recyclable materials until removal from the premises.

b. Every occupant of a dwelling unit in a dwelling containing no more than three (3) dwelling units shall be responsible, unless provided for otherwise under a lease agreement, for the periodic removal of all garbage, rubbish and recyclable materials from the premises each week in accordance with the regulations of the Borough for the collection of garbage, rubbish and recyclable materials.

c. Every occupant of a dwelling unit shall dispose of all solid wastes in the manner required by Chapter XVIII. (1991 Code § 121-23; Ord. No. 823 § 3)

Subsection 13-4-9 Additional Responsibilities Concerning Insects and Rodents.

Every occupant of a dwelling unit in a dwelling containing more than one (1) dwelling unit shall be responsible for extermination of any insects, rodents or other pests whenever his dwelling unit is the only one infested. Notwithstanding the foregoing provisions, whenever infestation is caused by failure of the owner to maintain a dwelling in a rat-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two (2) or more dwelling units in any dwelling or in the common parts of any dwelling containing two (2) or more dwelling units, extermination thereof shall be the responsibility of the owner. (1991 Code § 121-24; Ord. No. 823 § 3)

Subsection 13-4-10 Owner Responsible.

The owner shall be responsible for compliance with all of the provisions of this chapter not specified as the responsibility of the occupant. (1991 Code § 121-25; Ord. No. 823 § 3)

Section 13-5

INSPECTIONS; NOTICE; HEARINGS

Subsections:

- 13-5-1 Promulgation of Rules and Regulations.**
- 13-5-2 Inspections.**
- 13-5-3 Access to Premises.**
- 13-5-4 Search Warrants.**
- 13-5-5 Notice of Violation.**
- 13-5-6 Hearings.**

Subsection 13-5-1 Promulgation of Rules and Regulations.

The Housing Inspector may make rules and regulations which interpret or amplify any provision of this chapter or for the purpose of making the provisions of this chapter more effective. No regulation shall be inconsistent with or alter or amend any provision of this chapter, and no regulation shall impose any requirement which is in addition to or greater than the requirements that are expressly or by implication imposed by any provision of this chapter. Rules and regulations shall be subject to the same penalty as other violations of this chapter. (1991 Code § 121-17)

Subsection 13-5-2 Inspections.

The Housing Inspector or his agents or employees shall make inspections to determine the condition of dwellings, dwelling units, rooming units and premises located within the Borough. For the purpose of making inspections, the Housing Inspector or his agents are authorized to enter and examine any dwelling, dwelling unit, rooming unit or premises at such reasonable hours as the circumstances of the case permit. This subsection shall not be construed to prohibit the entry of the Housing Inspector or his agents at any time when an actual emergency exists which tends to create a danger to public health or safety or at any time when an inspection is requested by an owner or occupant. (1991 Code § 121-18)

Subsection 13-5-3 Access to Premises.

Upon presentation of proper identification, the owner, occupant or person in charge of a dwelling, dwelling unit or rooming unit shall give the Housing Inspector or his agents free access to the premises for the purpose of inspection or of making any repairs or alterations which are necessary to effect compliance with this chapter. (1991 Code § 121-19)

Subsection 13-5-4 Search Warrants.

The Housing Inspector or his agents may, upon affidavit, apply to the Judge of the Municipal Court for a search warrant setting forth factually the actual conditions and circumstances that provide a reasonable basis for believing that a nuisance or violation of this chapter exists on the premises, and if the Judge of the Municipal Court is satisfied as to the matter set forth in the affidavit, he shall authorize the issuance of a search warrant permitting access to and inspection of that part of the premises on which the nuisance or violation exists. Search warrants may also be applied for and obtained as part of a general program of inspections, for which program reasonable grounds exist. (1991 Code § 121-20)

Subsection 13-5-5 Notice of Violation.

a. Whenever the Housing Inspector determines that there are reasonable grounds to believe that there has been a violation of any provision of this chapter or of any rule or regulations adopted pursuant thereto, he shall give notice of the alleged violation to the person responsible therefor as hereinafter provided. The notice shall:

1. Be written.
2. Include a statement of the reasons why it is being issued.
3. Allow a reasonable time for the performance of any act it requires.

4. Be served upon the owner or his agent or the occupant, as the case may require, provided that notice shall be deemed to be properly served upon such owner or agent or upon such occupant personally if a copy thereof is sent by certified mail to his last known address or if a copy thereof is posted in a conspicuous place in or about the dwelling affected by the notice or if he is served with such notice by any other method authorized or required under the laws of this State.

b. The notice may contain an outline of remedial action which, if taken, will effect compliance with the provisions of this chapter and with rules and regulations adopted pursuant thereto. (1991 Code § 121-21)

Subsection 13-5-6 Hearings.

Any person affected by any notice which has been issued in connection with the enforcement of any provision of this chapter or of any rule or regulation adopted pursuant thereto may request and shall be granted a hearing on the matter before the Housing Inspector, provided that such person files in the office of the Housing Inspector a written petition requesting a hearing and setting forth a brief statement of the grounds therefor within ten (10) days after the day the notice is served. Upon receipt of the petition, the Housing Inspector shall set a time and place for the hearing and shall give the petitioner written notice thereof. At the hearing the petitioner shall be given an opportunity to be heard and to show why the notice should be modified or withdrawn. The hearing shall be commenced no later than ten (10) days after the day on which the petition is filed, provided that, upon application of the petitioner, the Housing Inspector may postpone the date of the hearing for a reasonable time beyond the ten (10)-day period if, in his judgment, the petitioner has submitted a good and sufficient reason for the postponement. After the hearing, the Housing Inspector shall sustain, modify or withdraw the notice, depending upon his findings as to whether the provisions of this chapter and the rules and regulations adopted pursuant thereto have been complied with. If the Housing Inspector sustains or modifies the notice, it shall be deemed to be an order. Any notice served pursuant to this section shall automatically become an order if a written petition for a hearing is not filed in the office of the Housing Inspector within ten (10) days after the notice is served. The proceedings at the hearing, including the findings and the decision of the Housing Inspector, shall be summarized, reduced to writing and entered as a matter of public record in the office of the Housing Inspector. The record shall also include a copy of every notice or order issued in connection with the matter. Any person aggrieved by the decision of the Housing Inspector may seek relief therefrom in any court of competent jurisdiction as provided by the laws of the State. Whenever the Housing Inspector finds that an emergency exists which requires immediate action to protect public health or safety, he may, without notice or hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as he deems necessary to meet the emergency. Notwithstanding the other provisions of this section, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately but, upon petition to the Housing Inspector shall be afforded a hearing as soon as possible. After such hearing, depending upon his findings as to whether the provisions of this chapter and of the rules and regulations adopted

pursuant thereto have been complied with, the Housing Inspector shall continue such order in effect, modify it or revoke it. (1991 Code § 121-22)

Section 13-6
UNFIT BUILDINGS

Subsections:

- 13-6-1** **Legislative Findings; Purpose.**
- 13-6-2** **Definitions.**
- 13-6-3** **Powers of the Housing Inspector.**
- 13-6-4** **Standards for Finding of Unfitness.**
- 13-6-5** **Petition; Issuance of Complaint; Hearing.**
- 13-6-6** **Order for Abatement or Demolition.**
- 13-6-7** **Failure to Comply with Order.**
- 13-6-8** **Removal or Demolition by Borough.**
- 13-6-9** **Damaged Buildings; Repair or Demolition by Borough.**
- 13-6-10** **Recovery of Costs.**
- 13-6-11** **Summary Judgment.**
- 13-6-12** **Service of Complaints or Orders.**
- 13-6-13** **Compliance Required.**
- 13-6-14** **Remedies; Injunctive Relief.**

Subsection 13-6-1 **Legislative Findings; Purpose.**

It is hereby found that there exist in the Borough buildings that are unfit for human habitation or occupancy, or use, due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, lack of ventilation, light or sanitation facilities, or due to other conditions rendering such buildings, or parts thereof, unsafe and unsanitary, or dangerous or detrimental to the health or safety or otherwise inimical to the welfare of the residents of the Borough. It is hereby declared that this section is in the exercise of the police powers of the municipality to repair, close or demolish, or cause or require the repairing, closing or demolition of such building or buildings, or parts thereof, in the manner herein provided. (1991 Code § 121-32; Ord. No. 823 § 5)

Subsection 13-6-2 **Definitions.**

As used in this section:

Building shall mean any building or structure, or part thereof, used for human habitation or otherwise, or intended to be so used, including any outhouses and appurtenances belonging thereto or usually adjoined therewith.

Housing Inspector shall mean the Housing Inspector and such assistants as shall be designated in writing.

Owner shall mean the holder or holders of the title in fee simple.

Parties in interest shall mean all individuals, associations and corporations who have interest of record in a dwelling, and any who are in possession thereof.

Public authority shall mean any authority having jurisdiction in the municipality or any officer who is in charge of any department or branch of the government of the Borough of the County or the State relating to health, fire or building regulations, or to other activities concerning dwellings in the Borough. (1991 Code § 121-33; Ord. No. 823 § 5)

Subsection 13-6-3 Powers of the Housing Inspector.

The Housing Inspector is hereby authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this section, including the following powers in addition to others granted herein:

- a. To investigate the building conditions in the municipality in order to determine which buildings therein are unfit for human habitation, occupancy or use.
- b. To administer oaths and affirmations, examine witnesses and receive evidence.
- c. To enter upon premises for the purpose of making examinations with the consent of the owner, his designated agent or occupant thereof, or failing that, pursuant to a properly issued search warrant in such manner as to cause the least possible inconvenience to the persons in possession.
- d. To appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purposes of this section.
- e. To delegate any of his functions and powers under this section to such officers and agents as he may designate. (1991 Code § 121-34; Ord. No. 823 § 5)

Subsection 13-6-4 Standards for Finding of Unfitness.

The Housing Inspector may determine that a building is unfit for human habitation, occupancy or use if he finds that conditions exist in such building which are dangerous and injurious to the health or safety of the occupants of such building, the occupants of neighboring buildings or other residents of the Borough. Such conditions may include defects therein increasing the hazards of fire, accident or other calamity; lack of adequate ventilation, light or sanitary facilities; dilapidation; disrepair; structural defects; and uncleanness. (1991 Code § 121-35; Ord. No. 823 § 5)

Subsection 13-6-5 Petition; Issuance of Complaint; Hearing.

A petition may be filed with the Housing Inspector by a public authority or by at least five (5) residents of the Borough charging that any dwelling is unfit for human habitation as defined in this section. The Housing Inspector shall then undertake a preliminary investigation of the dwelling which is the subject of the petition. The Housing Inspector may, on his own motion, conduct a preliminary investigation whenever it appears to the Housing Inspector that any dwelling is unfit for human habitation. The Housing Inspector shall issue and cause to be served upon the owner and parties in interest of such a dwelling, as defined in subsection 13-6.2, a complaint if the preliminary investigation discloses a basis for such charges. The complaint must state the charges and contain a notice that a hearing will be held before the Housing Inspector at a place identified in the complaint not less than seven (7) days nor more than thirty (30) days after the serving of the complaint, and that the owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the time and place identified in the complaint. The rules of evidence prevailing in the courts need not control in hearings before the Housing Inspector. (1991 Code § 121-36; Ord. No. 823 § 5)

Subsection 13-6-6 Order for Abatement or Demolition.

If, after notice and hearing, the Housing Inspector determines that the dwelling under consideration is unfit for human habitation, he shall state, in writing, his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof and parties in interest an order requiring:

a. The repair, alteration or improvement of the building to be made by the owner, within a reasonable time, which shall be set forth in the order, or, at the option of the owner, that the owner vacate or have the building vacated and closed within the time set forth in the order.

b. If the building is in such condition as to make it dangerous to the health and safety of persons on or near the premises and the owner fails to repair, alter or improve the building within the time specified in the order, that the owner shall remove or demolish the building within a reasonable time as specified in the order issued by the Housing Inspector. (1991 Code § 121-37; Ord. No. 823 § 5)

Subsection 13-6-7 Failure to Comply with Order.

If the owner fails to comply with an order to repair, alter or improve, or at the option of the owner, to vacate and close the building, the Housing Inspector may cause such building to be repaired, altered or improved or to be vacated, closed and boarded up, and may order utilities disconnected if the dwelling is to be vacated, closed and boarded up. The Housing Inspector may post a placard on the main entrance of any building with the following language: "This building is unfit for human habitation or occupancy or use; the use or occupation of this building is prohibited and unlawful." (1991 Code § 121-38; Ord. No. 823 § 5)

Subsection 13-6-8 Removal or Demolition by Borough.

If the owner fails to comply with an order to remove or demolish the building, the Housing Inspector, with the approval of the Borough Council, may cause such building to be removed or demolished or may contract for the removal or demolition thereof after advertisement and receipt of bids therefor. (1991 Code § 121-39; Ord. No. 823 § 5)

Subsection 13-6-9 Damaged Buildings; Repair or Demolition by Borough.

Any building or buildings, or parts thereof, which have been damaged to such an extent that nothing remains but the walls, or parts of the walls and other supports, shall, regardless of the safety and sturdiness of those remaining walls or parts thereof, be deemed inimical to the welfare of the residents of the municipality wherein it is located, and the municipality may exercise its police powers to repair, demolish, or cause the repairing or demolishing of the building or buildings, or parts thereof, pursuant to P.L. 1942, (c. 112 C. 40:48-2.3 et seq.), and the procedures set forth therein. (1991 Code § 121-40; Ord. No. 823 § 5)

Subsection 13-6-10 Recovery of Costs.

a. The amount of:

1. The cost of the filing of legal papers, expert witnesses' fees, search fees and advertising charges incurred in the course of any proceeding taken under this section shall be determined in favor of the Borough.

2. The cost of repairs, alterations, improvements, vacating, closing, boarding up, removal or demolition, if any, shall be a municipal lien against the real property upon which such cost was incurred. If any money is realized from the sale of materials derived from such building or from any contract for removal or demolition thereof, the amount of the money thus realized shall be deducted from the costs incurred which shall be a municipal lien against the real property.

b. If the building is removed or demolished by the Housing Inspector, he shall sell the materials of such building. There shall be credited against the cost of removal or demolition thereof, including the clearance and, if necessary, levelling at the site, the proceeds of any sale of such materials or any sum derived from any contract for the removal or demolition of the building. If there are no such credits or if the sum total of such costs exceeds the total of such credits, a detailed statement of the aforesaid costs and the amount so due shall be filed with the Municipal Tax Assessor or other custodian of the records of tax liens, and a copy thereof shall be forthwith forwarded to the owner by registered mail. If the total of the credits exceeds such costs, the balance remaining shall be deposited in the Superior Court by the Housing Inspector, shall be secured in such manner as may be directed by such Court and shall be disbursed according to the order or judgment of the Court to the persons found to be entitled thereto by final order or judgment of such Court. Any owner or party in interest may, within thirty (30) days from the date of the filing of the lien certificate, proceed in a summary manner in the Superior Court to contest the reasonableness of the amount or the accuracy of the costs set forth in the municipal lien certificate.

c. Nothing in this section shall be construed to impair or limit in any way the power of the Borough to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

d. Nothing in this section is intended to limit the authority of the Construction Official under the "State Uniform Construction Code Act", N.J.S. 52:27D-119 et seq. or any rules or regulations adopted thereunder. (1991 Code § 121-41; Ord. No. 823 § 5)

Subsection 13-6-11 Summary Judgment.

If an actual and immediate danger to life is posed by the threatened collapse of any fire-damaged or other structurally unsafe building, the Housing Inspector may, after taking such measures as may be necessary to make such building temporarily safe, seek a judgment in summary proceedings for the demolition thereof. (1991 Code § 121-42; Ord. No. 823 § 5)

Subsection 13-6-12 Service of Complaints or Orders.

Complaints or orders issued by the Housing Inspector pursuant to this section shall be served upon any person either personally or by certified mail, but if the whereabouts of such person is unknown and the same cannot be ascertained by the Housing Inspector in the exercise of reasonable diligence and the Housing Inspector makes an affidavit to that effect, then the serving of the complaint or order upon such person may be made by publishing the same once each week for two (2) successive weeks in a newspaper having circulation in the Borough. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order, and a copy of the complaint or order shall be duly recorded or lodged for record with the Mercer County Recording Officer. (1991 Code § 121-43; Ord. No. 823 § 5)

Subsection 13-6-13 Compliance Required.

No person shall occupy as owner or occupant or rent to another for occupancy any dwelling or dwelling unit for the purpose of living therein which does not conform to the provisions of this section, which is established as the standard to be used in determining whether a dwelling is safe, sanitary and fit for human habitation. (1991 Code § 121-44; Ord. No. 823 § 5)

Subsection 13-6-14 Remedies; Injunctive Relief.

Any person aggrieved by an order issued by the Housing Inspector under this section may, within sixty (60) days after the posting and service of such order, bring an action for injunctive relief to restrain the Housing Inspector from carrying out the provisions of the order and for any other appropriate relief. The remedy herein provided shall be exclusive, and no person affected by an order of the Housing Inspector shall be entitled to recover any damages for action taken pursuant thereto, or because of noncompliance by any person with any order of the Housing Inspector. (1991 Code § 121-45; Ord. No. 823 § 5)

Section 13-7

TRANSFER OF PROPERTY

Subsections:

13-7-1 Certificate of Compliance Required for Occupancy.

13-7-2 Fees; Inspections.

Subsection 13-7-1 Certificate of Compliance Required for Occupancy.

Pursuant to N.J.S. 40:48-2.2(a), at least thirty (30) days prior to the scheduled date of a new occupancy of any dwelling house which has been sold or is under contract to be sold, the seller or buyer thereof, or the authorized agent of either, shall apply to the Housing Office for a certificate stating that the building and premises comply with the requirements of this chapter. In the event occupancy is to take place more than one hundred (120) days after the issuance of the certificate, an additional inspection and new certificate shall be required prior to occupancy. No such dwelling shall be occupied prior to the issuance of such a certificate unless such occupancy is permitted in writing, on a temporary basis, by the Housing Inspector, for a term to be determined by him depending upon the particular circumstances of each case; provided, however, that such term shall not exceed a cumulative period of one hundred twenty (120) days. The Housing Inspector may, upon receiving a written petition detailing unique circumstances, and upon good cause shown, permit an extension of the one hundred twenty (120) day term for an additional sixty (60) days. It is the intent of this section to regulate the occupancy not the transfer of real property. A dwelling house shall mean an owner-occupied single-family house or an owner-occupied dwelling unit in a building containing more than one (1) owner-occupied dwelling unit, including a condominium unit. See subsection 13-8.1 for Certificate of Occupancy requirements for rental units. (1991 Code § 121-46; Ord. No. 823 § 6; Ord. No. 94-6 § 4)

Subsection 13-7-2 Fees; Inspections.

The Housing Code Certificate required by subsection 13-7.1 hereof shall be secured from the Borough Housing Inspector. At the time of the application for such certificate, a fee of ~~eighty-one hundred~~ (~~\$80100.00~~) dollars shall be paid. The fee shall cover the application and initial inspection of the premises and the issuance of the Certificate. In the event that any additional inspections of the premises are required because of a failure of the owner to comply with the provisions of this chapter, an additional fee of ~~twenty-fivefifty~~ (~~\$2550.00~~) dollars shall be paid for each additional inspection required. All fees shall be made payable to the Borough and be delivered to the Housing Inspector and turned over to the Borough Treasurer. In the event of cancellation of a requested inspection, the Housing Department must be notified within twenty-four (24) hours prior to the scheduled inspection time. Failure to do so will result in forfeiture of the inspection fee. (1991 Code § 121-47; Ord. No. 823 § 6; Ord. No. 94-6 § 4; Ord. No. 2004-31 §4; Ord. No. 2008-09 § 7)

Section 13-8

CERTIFICATE OF COMPLIANCE REQUIREMENT FOR CHANGES IN OCCUPANCY OF RENTED DWELLINGS

Subsections:

13-8-1 Certificate of Compliance Required; Exceptions.

13-8-2 Fees; Inspections.

Subsection 13-8-1 Certificate of Compliance Required; Exceptions.

The rental and occupancy of buildings and parts thereof for human habitation or use shall be subject to the following: No person shall rent to another or suffer or permit occupancy by another of any building or part thereof for human habitation or use without first obtaining from the Housing Inspector a certificate stating that the premises, at the time of the proposed rental to or occupancy by such other person, comply with the requirements of the housing standards set forth in this chapter, provided that this section shall not apply to:

- a. Rental or occupancy under a temporary permit issued by the Housing Inspector authorizing rental or occupancy for a specified period, not to exceed sixty (60) days, during the making of repairs, alterations and improvements required by such inspection certificate;
- b. Rentals to or occupancies by students, faculty or staff of nonprofit educational institutions of on-campus premises owned and maintained by such institutions, nor shall it apply to transient occupancies of hotel rooms.

This section shall apply to all dwellings and dwelling units and shall include single-family dwellings, any multiple dwelling or apartment house, or any rented dwelling unit in a commercial or mixed-use building. The certificate required herein shall be obtained prior to a change of occupancy in any such dwelling. (1991 Code § 121-48; Ord. No 823 § 7)

Subsection 13-8-2 Fees; Inspections.

The Housing Code Certificate required by subsection 13-8.1 hereof shall be secured from the Borough Housing Inspector. At the time of the application for such Certificate, a fee of ~~sixty-one hundred~~ (~~\$60100.00~~) dollars shall be paid. The fee shall cover the application and initial inspection of the premises and the issuance of the Certificate. In the event that any additional inspections of the premises are required because of a failure of the landlord or owner to comply with the provisions of this chapter, an additional fee of ~~twenty-five~~ (~~\$2550.00~~) dollars shall be paid for each additional inspection required. All fees shall be made payable to the Borough and be delivered to the Housing Office and turned over to the Borough Treasurer. In the event of cancellation of a requested inspection, the Housing Department must be notified within twenty-four (24) hours prior to the scheduled inspection time. Failure to do so will result in forfeiture of the inspection fee. (1991 Code § 121-49; Ord. No. 823 § 7; Ord. No. 2004-31 §5)

Section 13-9
VIOLATIONS AND PENALTIES

Subsections:

13-9-1 Violations and Penalties.

Subsection 13-9-1 Violations and Penalties.

a. Notwithstanding the provisions of any other section of this chapter, the Housing Inspector, any member of the Police Department, any other authorized municipal official, and, with respect to subsection 13-3.2, the Superintendent of the Advanced Wastewater Treatment Plant or his designee, may issue Orders, Notices of Violation and Summonses to any person, firm or corporation violating any of the provisions of this chapter, the person, firm or corporation to be liable for fines for each separate offense not exceeding one thousand (\$1,000.00) dollars or imprisonment for a period not exceeding ninety (90) days, or both.

b. Each day of a continuing violation of any provision of this chapter shall constitute a separate and additional offense. (1991 Code § 121-50; Ord. No. 823 § 8; Ord. No. 94-6 § 5)

Section 13-10

BOARDINGHOUSES AND ROOMING HOUSES

Subsections:

- 13-10-1** **License Required.***
- 13-10-2** **Definition.**
- 13-10-3** **Additional Application Information.**
- 13-10-4** **Referral of Application; Issuance of License.**
- 13-10-5** **Compliance with Other Standards Required.**

Subsection 13-10-1 License Required.*

No person shall manage, conduct or operate the business of keeping a boardinghouse, rooming house or rooming unit without first having obtained a license therefor. (1991 Code § 67-1)

Subsection 13-10-2 Definition.

As used in this section:

Boardinghouse shall mean any building in which three (3) or more persons not related by blood or marriage to the owner or operator of the business are lodged and served meals for a consideration.

Dwelling shall mean any building which is wholly or partly used or intended to be used for living or sleeping by human occupants.

Operator shall mean any person who has charge, care or control of a building or part thereof in which dwelling units or rooming units are let. "Operator" may be synonymous with the terms "owner," "lessee" and "tenant" if the facts of any situation coincide with the accepted meaning of the words "owner," "lessee" and "tenant."

Owner shall mean any person who, alone or jointly or severally with others, has legal title to any dwelling or dwelling unit as owner or agent of the owner or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this section to the same extent as if he were the owner.

Rooming house shall mean any dwelling or that part of any dwelling containing one (1) or more rooming units in which space is let by the owner or operator for a consideration to three (3) or more persons not related by blood or marriage to the owner or operator of the rooming house.

Rooming unit shall mean any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping but not for cooking or eating purposes. (1991 Code § 67-2)

* **Editor's Note:** For license fees for rooming houses and boardinghouses see Chapter IV, subsection 4-1.4.

Subsection 13-10-3 Additional Application Information.

In addition to standard requirements, the application under Chapter IV, Section 4-1 shall disclose:

- a. The number and location of bedrooms to be used for boarding and rooming and the size of each room.
- b. The number of baths and toilets and their location in the boardinghouse, rooming house or rooming unit. (1991 Code § 67-3)

Subsection 13-10-4 Referral of Application; Issuance of License.

Each application shall be referred to the Health Officer and the Board of Health for inspection, report and recommendation. The Board of Health may request the Police Department to conduct an investigation of the applicant. If the report of the Health Officer or the Police Department discloses a violation of the housing or health codes or an undesirable history, no license shall be issued. If the report of the Health Officer discloses no violation of the housing or health codes and the report of the Police Department is favorable, a license may be issued. (1991 Code § 67-4)

Subsection 13-10-5 Compliance with Other Standards Required.

All rooming houses, rooming units and boardinghouses shall comply at all times with the ordinances, laws, rules and regulations of the Board of Health and with the provisions of the Housing Code, as well as all other laws and ordinances. (1991 Code § 67-5)

Section 13-11 Reserved

Section 13-11, which was created with Ord. No. 1997-20, was deleted in its entirety with Ord. 2000-30.

Section 13-12

LICENSING AND REGISTRATION OF RESIDENTIAL RENTAL PROPERTIES

Subsections:

13-12-1	Definitions
13-12-2	Registration and Licensing Required
13-12-3	Fees
13-12-4	Taxes and Other Municipal Charges; Payment Precondition for Registration and License <u>and Certificate of Occupancy</u>
13-12-5	Providing Copy of <u>License Registration</u> to Occupants and Tenants
13-12-6	Maximum Number of Occupants; Posting
13-12-7	Rental Unit Standards
13-12-8	Occupant Standards
13-12-9	Procedure For Revocation or Suspension of License
13-12-10	Violations; Penalties

Subsection 13-12-1 Definitions

Unless the context clearly indicates a different meaning, the following words or phrases when used in this Section shall be defined as follows:

“Agent” shall mean the individual or individuals designated by the owner as the person(s) authorized by the owner to perform any duty imposed upon the owner by this Ordinance.

“Apartment Complex” shall mean two or more buildings, each containing two or more apartments, which are located within close proximity of each other and are owned by the same owner.

“Apartment” or “dwelling” shall mean any apartment, cottage, bungalow, or room or rooms in a rooming/boarding house, dormitory or other dwelling unit consisting of one or more rooms, whether designed with or without housekeeping facilities, for dwelling purposes, and notwithstanding whether the apartment be designed for residence, for office, for the operation of any industry or business or for any other type of independent use.

“License” shall mean the license issued by the Borough Clerk or designee attesting that the rental unit has been properly registered in accordance with this Ordinance.

“Licensee” shall mean the person to whom the license is issued pursuant to this Ordinance. The term “licensee” includes within its definition the term “agent” where applicable.

“Owner” shall mean an individual, firm, corporation or officer thereof, partnership association, or trust who owns, operates, exercises control over or is in charge of a rental facility.

“Person” shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity; or any combination thereof.

“Rental facility” shall mean a building, group of buildings or any portion thereof which is kept, used, maintained, advertised or held out to be a place where accommodations are supplied.

“Reside” shall mean to dwell permanently or continuously, or to occupy a place as one’s legal domicile.

Subsection 13-12-2 Registration ~~and Licensing~~ Required

- (a) Owners of every residential rental facility located within the Borough are required to register with

the Borough Clerk or his/her designee, on forms supplied by the Borough. A separate registration ~~and license~~ shall be required for each rental unit, even if more than one (1) rental unit is contained in the property. Such registration shall contain, at minimum, the following information:

- 1) The name and address of the record owner or owners of the premises and the record owner or owners of the rental business if not the same persons. In the case of a partnership the names of all general partners shall be provided;
- 2) If the record owner is a corporation, the name and address of the registered agent and corporate officers of said corporation;
- 3) If the address of any record owner is not located in Mercer County, the name and address of a person who resides in Mercer County and is authorized to accept notices from a tenant and to issue receipts therefor and to accept service of process on behalf of the record owner;
- 4) The name and address of the managing agent of the premises, if any;
- 5) The name and address, including the dwelling unit, apartment or room number of the superintendent, janitor, custodian or other individual employed by the record owner or managing agent to provide regular maintenance service, if any;
- 6) The name, address and telephone number of an individual representative of the record owner or managing agent who may be reached or contacted at any time in the event of an emergency affecting the premises or any unit of dwelling space therein, including such emergencies as the failure of any essential service or system, and who has the authority to make emergency decisions concerning the building and any repair thereto or expenditure in connection therewith;
- 7) The name and address of every holder of a recorded mortgage on the premises;
- 8) If fuel oil is used to heat the building and the landlord furnishes the heat in the building, the name and address of the fuel oil dealer servicing the building and the grade of fuel oil used.
- 9) The number of rental units located in the facility;
- 10) The type of unit being licensed (i.e. room, apartment, single family home, etc.); and
- 11) The full names (first and last) of all tenants residing in the unit, including children over two (2) years of age.

(b) ~~Licenses issued~~Registration shall cover ~~the atwoone~~-year period running from April 1 ~~of the licensing year~~ through March 31 ~~of the following licensing year~~. Initial registrations under this Section are due no later than April 30, ~~2004th~~. Newly acquired units must be registered prior to their rental and ~~biennially annually thereafter, beginning with April of the next licensing year. Licensing years are considered to be 2004 and biennially thereafter.~~

(c) Inspections shall be performed and a Certificate of Occupancy obtained whenever tenancy changes or ~~annually, in any event, at least once every two years~~. It shall be the responsibility of the owner to arrange for inspections when there is a change in occupancy. Routine ~~biennial annual~~ inspections will be scheduled by the Housing Officer.

(d) It shall be a violation of this article for a person to knowingly provide false or inaccurate information on any form submitted to the rental housing coordinator pursuant to this article.

(e) Any change pertaining to this rental (rental status, ownership, tenant, emergency contact) must be reported to the Code Enforcement/Housing Inspector within twenty (20) days.

(f) Any failure to receive notice from the Borough shall not constitute grounds for failing to register.

Subsection 13-12-3 Fees

(a) At the time of registration, ~~and prior to the issuance of a license~~, the owner or agent of the owner must pay a ~~two-year licensing~~one-year registration fee as follows:

- (1) For one- to three-unit dwellings: ~~\$60.00~~ 100 per unit
- (2) For dwellings of more than three but less than 50 units: ~~\$50.00~~ 90 per unit, to a maximum fee of two thousand (\$2,000.00) dollars.
- (3) For dwellings which include more than 50 units: ~~\$40.00~~ 80 per unit

(b) ~~Fees for Certificate of Occupancy Inspections required under this Section shall be as follows:~~

- ~~(1) For dwellings which include up to 50 units: thirty five (\$35.00) dollars per rental unit, up to a maximum fee of one thousand two hundred and fifty (\$1,250.00) dollars.~~
- ~~(2) For dwellings which include more than 50 units: twenty five (\$25.00) per rental unit.~~

One re-inspection is included within the fees listed above, provided that the re-inspection occurs within ~~thirty (30)~~ fifteen (15) days of the initial inspection. Otherwise, re-inspection fees shall be ~~\$25.00~~ \$50 per unit.

(c) If the owner of the property is a Senior Citizen who resides in one unit of a two-unit property and rents out the remaining unit, and who would otherwise qualify under the State of New Jersey property tax deduction under New Jersey Statue 54:4-8.41, there shall be no fee.

(d) The completed rental registration process must be received by April 30th. Beginning May 1st a late fee of \$25.00 per month/per unit will be assessed on all Rental Renewal applications.

~~(d) If the license fee is not paid within thirty (30) days of its due date, a late fee surcharge of five (\$5.00) dollars per day per unit shall be assessed.~~

Subsection 13-12-4 Taxes and Other Municipal Charges; Payment Precondition for Registration and License Certificate of Occupancy

No ~~license Certificate of Occupancy~~ shall be issued for any property containing a rental unit unless all municipal taxes, water and sewer charges and any other municipal assessments for that property are paid on a current basis.

Subsection 13-12-5 Providing Copy of License Registration to Occupants and Tenants

Every owner shall provide each occupant or tenant occupying a rental unit with a copy of the license Registration required by this Ordinance. This particular provision shall not apply to any hotel, motel, or guest house registered with the State of New Jersey pursuant to the Hotel and Multiple Dwelling Act as defined in N.J.S.A. 55:13A-3.

Compliance with this provision may be attained by posting a copy of the license registration in a conspicuous place within the rental unit(s).

Subsection 13-12-6 Maximum Number of Occupants; Posting

The maximum number of occupants shall be posted in each rental unit. It shall be unlawful for any person, including the owner, agent, tenant, or registered tenant, to allow a greater number of persons than the posted maximum number of occupants to sleep in or occupy overnight the rental unit for a period exceeding 28 days. Any person violating this provision shall be subject to the penalty provisions of Section 13-12.10.

Overcrowding – The following factors may be considered by the Housing Inspector as rebuttable presumption of overcrowding, as that term is defined by this chapter and shall support the issuance of a summons and complaint by the Housing Inspector, without first issuing a notice of violation:

1. The occupying of areas of a rental dwelling unit prohibited pursuant to section 13-3-8(g) of this chapter, such as basements and attics;
2. The location of mattresses or bedding materials in areas of a dwelling unit prohibited for occupancy pursuant to section 13-3-8(g); and
3. The existence of cooking appliances, and/or refrigeration units, (excluding freezer appliances) in various areas of a dwelling unit in addition to those located in the kitchen.

Subsection 13-12-7 Rental Unit Standards

All dwelling units shall be maintained in accordance with Chapter 13 (“Housing”) of the Revised General Ordinances of the Borough of Hightstown, and with the 2000 International Property Maintenance Code.

Subsection 13-12-8 Occupant Standards

- (a) OCCUPANTS. Only those occupants whose names are on file with the Borough Clerk as provided in the Ordinance may reside in the licensed premises. It shall be unlawful for any other person to reside in said premises, and this provision may be enforced against the landlord, tenant, or other person residing in said premises.
- (b) NUISANCE PROHIBITED. No rental facility shall be conducted in a manner which shall result in any unreasonable disturbance or disruption to the surrounding property owners or of the public in general.
- (c) COMPLIANCE WITH OTHER LAWS. The maintenance of all rental facilities and the conduct engaged in and upon the premises by occupants and their guests shall at all times be in full compliance with all applicable Ordinances and Regulations of the Borough of Hightstown and with all applicable State and Federal Laws.
- (d) PENALTIES. Any landlord, tenant, or other person violating the provisions of this section shall be subject to the penalty provisions of Section 13-12.10.

Subsection 13-12-9 Procedure For Revocation or Suspension of License

Grounds. In addition to any other penalty provision prescribed herein, an owner may be subject to the revocation or suspension of any license issued hereunder upon the occasion of one or more of the following:

- (1) Conviction of a violation of this Ordinance in the Municipal Court or any other Court of competent jurisdiction.
 - (2) Determination of a violation of this Ordinance at a hearing held pursuant to Section 13-12.8(b).
 - (3) Repeatedly renting the unit or units to a tenant or tenants who are convicted of violating the provisions of Section 3-7 of the Revised General Ordinances of the Borough of Hightstown ("Noise Control")
 - (4) Maintaining the rental unit or units or the property of which the rental unit is a part, in a dangerous condition likely to result in injury to person or property.
- (b) Procedure; Written Complaint; Notice; Hearing.
- (1) A complaint seeking the revocation or suspension of a license may be filed by any one or more of the following: Director of Public Safety, Chief of Police, Construction Code Official, Housing Inspector, Zoning Enforcement Officer or any other person(s) or office authorized to file such complaint. Such complaint shall be specific and shall be sufficient to apprise the licensee of the charges so as to permit the licensee to present a defense. The individual(s) filing the complaint may do so on the basis of information and belief and need not rely only on personal information.
 - (2) Upon the filing of such written complaint, the Borough Clerk or his/her designee shall immediately inform the Borough Council and a date for a hearing shall be scheduled which shall not be sooner than 10 nor more than 30 days thereafter. The Borough Clerk or his/her designee shall forward a copy of the complaint and a notice of the hearing date to the licensee and the agent, if any, at the address indicated on the registration form. Service upon the agent only shall be considered to be sufficient notice under this Section.
 - (3) The hearing required by this section shall be held before the Borough Council, unless, in its discretion, the Borough Council determines that the matter should be heard by a Hearing Officer who shall be appointed by the Borough Council. If the matter is referred to a Hearing Officer, such officer shall transmit findings of fact and conclusions of law to the Borough Council within 30 days of the conclusion of the hearing. The Borough Council shall then review the matter and may accept, reject, or modify the recommendations of the Hearing Officer based on the record before such hearing officer. In the event that the matter is not referred to a Hearing Officer and is heard by the Borough Council, then the decision of the Borough Council shall be rendered, either dismissing the complaint, revoking or suspending the license or determining that the license shall not be renewed or reissued for one (1) or more subsequent license years. Decisions of the Borough Council shall be rendered no later than the second meeting following either receipt of the Hearing Officer's recommendations or hearing by the Borough Council.
 - (4) A recorded transcript shall be made of the hearing. Such transcript may be in the form of an audio tape, a stenographic transcript and/or meeting minutes as recorded by the Borough Clerk and approved by Council. All witnesses shall be sworn prior to testifying. The strict rules of evidence shall not apply and the evidential rules and burden of proof shall be those which generally control administrative hearings.
 - (5) The Borough Attorney or his designee shall appear and prosecute on behalf of the complainant in all hearings conducted by the Borough Council pursuant to this section.
- (c) Defenses. It shall be considered to be a defense to any proceeding for the revocation, suspension or other disciplinary action involving a rental license if it may be demonstrated that the owner has taken appropriate action and has made a good faith effort to abate the conditions or circumstances giving rise to the revocation proceeding, including but not limited to institution of legal action against the tenant(s), occupant(s), or guests for recovery of the premises; eviction of the tenant(s); or otherwise.

Subsection 13-12-10 Violations; Penalties

Any person who violates any provision of this Ordinance shall, upon conviction in the Municipal Court of the Borough of Hightstown or such other court having jurisdiction, be liable to a fine not exceeding \$~~1,000.00~~ 2,000 ~~1,250.00~~ or imprisonment for a term not exceeding 90 days, or both. Each day that a violation exists or occurs shall be deemed a separate and distinct violation subject to penalty provisions of this Ordinance.

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.

Introduction:

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2015-23

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

AMENDING CHAPTER 3 “POLICE REGULATIONS”, SECTION 3-10 “ABANDONED OR WRECKED VEHICLES”, AND SECTION 3-11 “PARKING OF BOATS, TRAILERS AND REGISTERED VEHICLES” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN”

WHEREAS, the Borough Council finds that enforcement of certain regulations within Chapter 3, Sections 10 and 11 of the “Revised General Ordinances of the Borough of Hightstown” should be enforceable by the Housing Inspector, Construction Official, or the Zoning Officer; and

WHEREAS, the Police Department has determined that such a change in the ordinance is advantageous to the residents of the Borough.

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

Section 1. Section 3-10 “Abandoned or Wrecked Vehicle” is hereby amended as follows (underline for additions, strikethroughs for deletions):

Section 3-10

ABANDONED OR WRECKED VEHICLES*

Subsections:

- 3-10.1** **Definitions.**
- 3-10.2** **Abandoning Vehicles Unlawful.**
- 3-10.3** **Leaving Non-operating Vehicles on Streets Unlawful.**
- 3-10.4** **Storage on Private or Borough Property Restricted; Exceptions.**
- 3-10.5** **Impoundment; Redemption.**

* **Editor's Note:** For additional regulations on property maintenance, see Chapter XIV.

3-10.1 Definitions.

As used in this section:

“Property” shall mean any real property within the Borough which is not a street or highway.

“Street” or “highway” shall mean the entire width between the boundary lines of every way maintained, when any part thereof is open to the use of the public for purposes of vehicular travel.

“Vehicle” shall mean a machine propelled by other than human power, designed to travel along the ground by the use of wheels, treads, runners or slides and to transport persons or property or pull machinery, including, but not by way of limitation, an automobile, truck, trailer, motorcycle, tractor, buggy and wagon. (1991 Code § 217-1)

3-10.2 Abandoning Vehicles Unlawful.

No person shall abandon a vehicle within the Borough, and no person shall leave a vehicle at any place within the Borough for such time and under such circumstances as to cause the vehicle to reasonably appear to be abandoned. (1991 Code § 217-2)

3-10.3 Leaving Non-operating Vehicles on Streets Unlawful.

No person shall leave any unregistered, partially dismantled, non-operating, wrecked or junked vehicle on a street or highway within the Borough. (1991 Code § 217-3; Ord. No. 2002-04)

3-10.4 Storage on Private or Borough Property Restricted; Exceptions.

a. No person in charge or control of property within the Borough, whether as owner, tenant, occupant, lessee or otherwise, shall allow unregistered, partially dismantled, non-operating, wrecked, junked or discarded vehicles to be parked or stored anywhere on private property except on a paved or stoned driveway or an approved extension of a driveway, and such vehicles shall not be permitted to remain on the property longer than forty-eight (48) hours. ~~and Moreover,~~ no person shall leave such vehicles on any property within the Borough for a longer period than forty-eight (48) hours.

b. This section shall not apply to a vehicle in an enclosed building; a vehicle on the premises of a business enterprise operated in a lawful place and manner, when necessary to the operation of the business enterprise; or a vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the Borough. (1991 Code § 217-4; Ord. No. 2002-04)

c. If an unregistered, partially dismantled, non-operating, wrecked, junked or discarded vehicle is parked on private or Borough property in any other manner than as permitted pursuant to this Section, then it shall be considered a violation of this Section.

3-10.5 Impoundment; Redemption.

The Chief of Police or any member of the Police Department designated by him is authorized to remove or have removed any vehicle left at any place within the Borough which appears to be present in violation of this section. Such a vehicle shall be impounded until lawfully claimed or disposed of in accordance with applicable statutes. The Chief of Police or any member of the Police Department acting for him shall notify the registered and legal owner, in writing, by personal service or by certified mail, at the last known address of the owner, of the removal of the vehicle, the reason for the removal and the location of the vehicle. The vehicle shall be retained and impounded until the owner or his authorized agent pays the cost of such taking and removal, together with a garage charge of two (\$2.00) dollars for each day that the vehicle is retained and impounded. (1991 Code § 217-5)

3-10.6 Violations and Penalties.

In addition to the penalties set forth in Subsection 3-10.5, a summons may be issued for any violation of the provisions of this Section by any member of the Police Department, or by the Housing Inspector, the Construction Official, or the Zoning Officer. Any person violating any provision of this Section shall, upon conviction, be subject to the fine(s) prescribed in Section 1-5 of the Borough Code, or as otherwise provided by law.

Section 2. Section 3-11 "Parking of Boats, Trailers and Registered Vehicles" is hereby amended

as follows (underline for additions, strikethroughs for deletions):

Section 3-11

PARKING OF BOATS, TRAILERS AND REGISTERED VEHICLES

Subsections:

- 3-11.1** **Definitions.**
- 3-11.2** **Parking in Public Streets Restricted; Repairs.**
- 3-11.3** **Storage of Boats, Trailers and Camping Vehicles on Private Property.***
- 3-11.4** **Storage of Registered, Operating Vehicles on Private Property**

3-11.1 **Definitions.**

As used in this section:

Trailer or Camping and recreational vehicle shall mean any boat mounted on a trailer or any vehicle or structure used or intended to be used as a conveyance upon the public streets or highways and duly licensed as such, including self-propelled and non-self-propelled vehicles or structures designed, constructed and reconstructed or added to by means of accessories in such a manner as to permit the occupancy thereof as a dwelling or sleeping place, temporary or permanent, for one (1) or more persons and having no foundations other than wheels, skids, jacks or similar devices so arranged as to be integral with or portable by the trailer or camping and recreational vehicle, including any trailer or camping and recreational vehicle so arranged and installable as not be subject to transportation. (1991 Code § 203-1)

3-11.2 **Parking in Public Streets Restricted; Repairs.**

a. No person shall park any camping vehicle for any period exceeding two (2) hours on any street in the Borough except for the purpose of repair.

b. If any person desires to repair a camping vehicle while it is parked on any street, he shall obtain a permit therefor from the Police Department. Such permit shall not be issued unless the camping vehicle cannot be removed to a garage, service station or other premises for the purpose of repair and shall be granted on request without fee. It shall be valid for a period of forty-eight (48) hours from the issuance thereof but may, for good cause shown, be renewed for an additional forty-eight (48) hour period or periods as necessity may require. Any camping vehicle undergoing repairs while parked in a street shall not be used by any person as a dwelling or sleeping place during such period of repair. (1991 Code § 203-2)

3-11.3 **Storage of Boats, Trailers and Camping Vehicles on Private Property.***

Any owner of a boat, trailer or camping vehicle may park or store his equipment on private residential property in the Borough subject to the following conditions:

a. If the boat, trailer or camping vehicle is parked or stored outside of a garage or building, it shall be parked or stored to the rear of the front building line of the lot, on a paved or stoned driveway or an approved extension of a driveway, except that a boat, trailer or camping vehicle may be parked anywhere on private residential property for loading or unloading purposes.

b. At no time shall a parked or stored boat or camping vehicle be occupied or used for living, sleeping or housekeeping purposes or for storage of other than equipment used in connection with the vehicle.

c. Only one (1) of each such vehicle shall be permitted to be parked at one (1) time on any one (1) property. (1991 Code § 203-3; Ord. No. 2002-04)

* **Editor's Note:** For additional regulations on property maintenance, see Chapter XIV.

3-11.4 Storage of Registered, Operating Vehicles on Private Property

Registered, operating vehicles shall be parked or stored on a paved or stoned driveway or an approved extension of a driveway. If a vehicle is parked on private property in any other manner, then it shall be considered a violation of this Section. (Ord. No. 2002-04)

3-11.5 Violations and Penalties.

For any violation of the provisions of this Section, a summons may be issued by any member of the Police Department, or by the Housing Inspector, the Construction Official, or the Zoning Officer. Any person violating any provision of this Section shall, upon conviction, be subject to the fine(s) prescribed in Section 1-5 of the Borough Code, or as otherwise provided by law.

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.

Introduction: September 21, 2015

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Resolution 2015-247

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 \$97,793.21 from the following accounts:

Current		\$44,245.39
W/S Operating		25,910.53
General Capital		12,209.85
Water/Sewer Capital		5,813.00
Grant		0.00
Trust		0.00
Housing Trust		3,735.85
Animal Control		10.80
Law Enforcement Trust		0.00
Housing Rehab Loans		0.00
Unemployment Trust		17.29
Escrow		<u>5,850.50</u>
Total		<u>\$97,793.21</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 October 5, 2015.

Debra L. Sopronyi
 Borough Clerk

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	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
A0098 ALTERNATIVE MICROGRAPHICS, INC.											
	15-01555	09/15/15	RECORDS RESTORATION								
	1 INV	27715	8/21/15	610.18	C-04-55-872-001-445	R	09/15/15	09/29/15		27715	N
	2 INV	27701	8/14/15	<u>1,251.44</u>	C-04-55-872-001-445	R	09/15/15	09/29/15		27701	N
				1,861.62							
	15-01602	09/22/15	RECORDS RESTORATION								
	1 INV	27739	9/1/15	778.73	C-04-55-872-001-445	R	09/22/15	09/29/15		27739	N
	2 INV	27768	9/8/15	<u>185.75</u>	C-04-55-872-001-445	R	09/22/15	09/29/15		27768	N
				964.48							
	Vendor Total:			2,826.10							

A0107 ANSELL GRIMM & ARRON, PC											
	15-01629	09/25/15	LEGAL BILLS FOR AUGUST, 2015								
	1	GENERAL FILE	266534	812.50	5-01-20-155-001-027	R	09/25/15	09/29/15		266534	N
	2	ORDINANCES	266535	89.22	5-01-20-155-001-027	R	09/25/15	09/29/15		266535	N
	3	ENGINEERING MATTERS	266536	12.50	5-01-20-155-001-027	R	09/25/15	09/29/15		266536	N
	4	LABOR MATTERS	266537	12.50	5-01-20-155-001-031	R	09/25/15	09/29/15		266537	N
	5	MEETINGS	266538	750.00	5-01-20-155-001-027	R	09/25/15	09/29/15		266538	N
	6	LITIGATION	266540	37.50	5-01-20-155-001-033	R	09/25/15	09/29/15		266540	N
	7	LITIGATION	266541	287.50	5-01-20-155-001-033	R	09/25/15	09/29/15		266541	N
	8	OPRA ISSUES	266542	62.50	5-01-20-155-001-027	R	09/25/15	09/29/15		266542	N
	9	REDEVELOPMENT ISSUES	266543	37.50	5-01-20-155-001-027	R	09/25/15	09/29/15		266543	N
	10	ENCHANTMENT	266544	75.38	5-01-20-155-001-027	R	09/25/15	09/29/15		266544	N
	11	AFFORDABLE HOUSING	266539	73.35	T-26-56-286-000-849	R	09/25/15	09/29/15		266539	N
	12	AFFORDABLE HOUSING	266545	<u>3,662.50</u>	T-26-56-286-000-849	R	09/25/15	09/29/15		266545	N
				5,912.95							
	Vendor Total:			5,912.95							

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
C0088 CUSTOM ENVIRONMENTAL TECH, INC												
	15-00351	02/24/15	RES 2015-36 ZETA LYTE 1A CONT.		B							
	5	INV 2767	DATED 9/21/15	1,747.35	5-09-55-501-002-554	B ZETA LYTE 1A POLYMER	R	02/24/15	09/29/15		2767	N
	Vendor Total:			1,747.35								
EVOQU005 EVOQUA WATER TECHNOLOGIES												
	15-01377	08/13/15	GUIDE WHEELS-TERTIARY FILTERS									
	1	GUIDE WHEELS-TERTIARY FILTERS		520.00	5-09-55-501-002-503	B Sewer Plant Maintenance	R	08/13/15	09/29/15		902305447	N
	2	SHIPPING AND HANDLING		30.00	5-09-55-501-002-503	B Sewer Plant Maintenance	R	09/08/15	09/29/15		902305447	N
				550.00								
	15-01672	09/30/15	SHIPPING FROM INV. 902260999									
	1	SHIPPING FROM INV. 902260999		40.00	5-09-55-501-002-503	B Sewer Plant Maintenance	R	09/30/15	09/30/15		902260999	N
	Vendor Total:			590.00								
F1183 FRANK GENDRON												
	15-01560	09/15/15	REIMBURSEMENT - TRIATHLON									
	1	REIMBURSEMENT - TRIATHLON		19.74	5-01-25-240-001-116	B Traffic Bureau	R	09/15/15	09/29/15			N
	Vendor Total:			19.74								
M0714 GENSERVE, INC.												
	15-01513	09/03/15	INV #0094130-IN									
	1	INV #0094130-IN		475.00	5-09-55-501-001-511	B Generator/Engine Maintenance (B)	R	09/03/15	09/29/15		0094130-IN	N
	Vendor Total:			475.00								
G0187 GRAINGER												
	15-01393	08/17/15	9050 JCK11V20 TIMING RELAY									
	1	9050 JCK11V20 TIMING RELAY		105.06	5-09-55-501-002-503	B Sewer Plant Maintenance	R	08/17/15	09/29/15		9819390049	N
	2	9007FA1 SS ROD FOR TRICKLING		29.37	5-09-55-501-002-503	B Sewer Plant Maintenance	R	08/17/15	09/29/15		9819390049	N
				134.43								
	Vendor Total:			134.43								

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
J0378 J.W. KENNEDY & SON INC WELDING												
	15-01603	09/22/15	ARGON CYLINDER RENTAL									
	1 INV.	1650112	- ARGON CYLINDER	12.00	5-01-26-290-001-050	B DPW Work Equipment	R	09/22/15	09/30/15		1650112	N
	Vendor Total:			12.00								
J0258 JCP&L (STREET LIGHTING)												
	15-01633	09/25/15	100011415724 9-18-15									
	1	100011415724	9-18-15	393.53	5-01-31-435-001-075	B Street Lighting	R	09/25/15	09/29/15		100011415724	N
	Vendor Total:			393.53								
N0125 MAILFINANCE												
	15-01674	09/30/15	N5545308 DATED 9/26/15									
	1	N5545308	DATED 9/26/15	171.07	5-01-30-421-001-029	B Meter Rental/Maintance	R	09/30/15	09/30/15		N5545308	N
	Vendor Total:			171.07								
M0180 MCMASTER-CARR												
	15-01576	09/22/15	ITEM #4549K25 & #4549K709									
	1	ITEM #4549K25		36.66	5-09-55-501-002-503	B Sewer Plant Maintenance	R	09/22/15	09/29/15		39782187	N
	2	ITEM #4549K709		43.53	5-09-55-501-002-503	B Sewer Plant Maintenance	R	09/22/15	09/29/15		39782187	N
	3	MISC BRASS STENCIL SETS		29.96	5-09-55-501-002-503	B Sewer Plant Maintenance	R	09/25/15	09/29/15		39782187	N
	4	SHIPPING		6.34	5-09-55-501-002-503	B Sewer Plant Maintenance	R	09/25/15	09/29/15		39782187	N
				<u>116.49</u>								
	Vendor Total:			116.49								
M0256 MERCER CO IMPROVEMT AUTHORITY												
	15-01611	09/22/15	AUGUST 2015 TIPPING									
	1	AUGUST 2015 TIPPING		14,580.94	5-01-32-465-001-165	B Landfill Solid Waste Disposal-MCIA	R	09/22/15	09/30/15		AUG 2015	N
	2	AUGUST 2015 RECYCLING TAX		380.37	5-01-43-496-001-174	B Recycling Tax	R	09/22/15	09/30/15			N
				<u>14,961.31</u>								
	Vendor Total:			14,961.31								

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
M0127 MONMOUTH COUNTY												
	15-01610	09/22/15	AUGUST 2015 ROOSEVELT TIPPING									
	1	AUGUST 2015	ROOSEVELT TIPPING	2,048.52	5-01-43-513-001-171	B Borough of Roosevelt-Tipping Fees	R	09/22/15	09/30/15		AUG 2015	N
	Vendor Total:			2,048.52								
S0244 N.J. STATE DEPT OF LABOR												
	15-01641	09/28/15	BALANCE DUE FOR 2ND QUARTER									
	1	BALANCE DUE FOR 2ND QUARTER		17.29	T-16-56-286-000-833	B RESERVE-UNEMPLOYMENT TRUST	R	09/28/15	09/29/15		216000721	N
	Vendor Total:			17.29								
N0425 NJ DEPT. OF HEALTH & SR SERV.												
	15-01557	09/15/15	AUGUST 2015 DOG PILOT PROGRAM									
	1	AUGUST 2015	DOG PILOT PROGRAM	10.80	T-13-05-265-000-001	B DUE STATE OF NEW JERSEY	R	09/15/15	09/29/15		AUGUST 2015	N
	Vendor Total:			10.80								
N0234 NJ DIV OF ALCOHOLIC BEV CONTR.												
	15-01558	09/15/15	2015-2016 RENEWAL APPS									
	1	2015-2016	RENEWAL APPS	9.00	5-01-20-120-001-199	B Miscellaneous	R	09/15/15	09/29/15		2015-2016	N
	Vendor Total:			9.00								
N0275 NJ LEAGUE OF MUNICIPALITIES												
	15-01617	09/23/15	POLICE ADS									
	1	SPECIAL OFFICER II AD		110.00	5-01-25-240-001-199	B Miscellaneous	R	09/23/15	09/29/15		8007SD	N
	2	FT POLICE OFFICER AD		155.00	5-01-25-240-001-199	B Miscellaneous	R	09/23/15	09/29/15		8007SD	N
				265.00								
	15-01638	09/28/15	DEPUTY COURT ADM AD									
	1	DEPUTY COURT ADM AD		110.00	5-01-20-176-000-199	B Miscellaneous	R	09/28/15	09/30/15			N
	15-01669	09/29/15	BLAKE CONFERENCE REGISTRATION									
	1	REGISTRATION FOR LARRY BLAKE		55.00	5-09-55-501-001-513	B Education & Training	R	09/29/15	09/30/15			N
	Vendor Total:			430.00								

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							
N0021 NORTHERN TOOL & EQUIPMENT CO.											
	15-01253 07/23/15 SOCKETS/FLASHLIGHT										
	1 59 PIECE IMPACT SOCKETS	99.99	5-09-55-501-002-503	B Sewer Plant Maintenance	R	07/23/15	09/29/15			33453545	N
	2 KLUTCH RECHARGABLE FLASHLIGHT	49.00	5-09-55-501-002-503	B Sewer Plant Maintenance	R	07/23/15	09/29/15			33453545	N
	3 DELIVERY FEE	13.93	5-09-55-501-002-503	B Sewer Plant Maintenance	R	08/10/15	09/29/15			33453545	N
		<u>162.92</u>									
	Vendor Total:	162.92									
P0005 PARIS AUTOMOTIVE SUPPLY											
	15-01609 09/22/15 AUGUST 2015 BILLING										
	1 AUGUST 2015 BILLING	7.49	5-01-26-310-001-024	B Building Maintenance	R	09/22/15	09/30/15			AUGUST 2015	N
	2 AUGUST 2015 BILLING	173.73	5-01-26-290-001-034	B Motor Vehicle Parts & Access.	R	09/22/15	09/30/15				N
		<u>181.22</u>									
	Vendor Total:	181.22									
P0044 PSE&G											
	15-01642 09/28/15 140 N MAIN ST 6539567103 9/15										
	1 140 N MAIN ST 6539567103 9/15	78.87	5-01-31-446-001-143	B Gas/Heat - Fire House	R	09/28/15	09/29/15			6539567103	N
	15-01643 09/28/15 9/15 6679486904 AWWTP OAK LANE										
	1 9/15 6679486904 AWWTP OAK LANE	187.58	5-09-55-501-002-505	B Gas Service	R	09/28/15	09/29/15			6679486904	N
	15-01644 09/28/15 148 N MAIN #R 6579810904 9/15										
	1 148 N MAIN #R 6579810904 9/15	33.57	5-01-31-446-001-070	B Gas Heat - Borough Hall	R	09/28/15	09/29/15			6579810904	N
	15-01645 09/28/15 6679486904 OAK LANE 9/15										
	1 6679486904 OAK LANE 9/15	56.61	5-09-55-501-002-505	B Gas Service	R	09/28/15	09/29/15			6679486904	N
	15-01646 09/28/15 156 BANK ST 6687890808 9/15										
	1 156 BANK ST 6687890808 9/15	19.01	5-01-31-446-001-070	B Gas Heat - Borough Hall	R	09/28/15	09/29/15			6687890808	N
	15-01647 09/28/15 1ST AVE WTR TWR 6503987609										
	1 1ST AVE WTR TWR 6503987609	13.27	5-09-55-501-001-505	B Gas Service	R	09/28/15	09/29/15			6503987609	N
	15-01648 09/28/15 6550326206 168 BANK EMS SEPT										
	1 6550326206 168 BANK EMS SEPT	15.46	5-01-25-260-001-073	B Natural Gas Heat	R	09/28/15	09/29/15			6550326206	N

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge	PO Type Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P0044 PSE&G Continued													
	15-01649	09/28/15	6675946706 140 N MAIN SEPT/15										
	1	6675946706	140 N MAIN SEPT	17.31	5-01-31-446-001-143		B Gas/Heat - Fire House	R	09/28/15	09/29/15		6675946706	N
	Vendor Total:			421.68									
P0348 PUMPING SERVICES, INC.													
	15-01235	07/20/15	SERVICE FLYGHT MIXERS-6 MONTHS										
	1	SERVICE FLYGHT MIXERS-6 MONTHS		975.00	5-09-55-501-002-503		B Sewer Plant Maintenance	R	07/20/15	09/29/15		1084967	N
	2	O-RING NITRILE		6.80	5-09-55-501-002-503		B Sewer Plant Maintenance	R	09/03/15	09/29/15		1084967	N
	Vendor Total:			981.80									
R0077 ROBERTS ENGINEERING GRP LLC													
	15-00229	02/11/15	2015 WATER/SEWER BLANKET			B							
	47	INV 14308	GENERAL WATER	23.75	5-09-55-501-001-508		B Engineer	R	06/09/15	09/29/15		14308	N
	48	INV 14307	GENERAL SEWERS	233.75	5-09-55-501-001-508		B Engineer	R	06/09/15	09/29/15		14307	N
	Vendor Total:			257.50									
	15-01618	09/23/15	Inv. #14241-Habatat for Human.										
	1	Inv. #14241-Habatat for Human.		72.50	MIL11-02		P MILLSTONE BASIN HABITAT	R	09/23/15	09/29/15		#14273	N
	15-01619	09/23/15	Inv. # 14275 & 14315										
	1	Inv. #14275 - Peddie School		3,547.50	PEDD2-14IF		P PEDDIE SCHOOL-NEW DORMS	R	09/23/15	09/29/15		#14275	N
	2	Inv. #14315-inspec./review		2,065.50	PEDD2-14IF		P PEDDIE SCHOOL-NEW DORMS	R	09/23/15	09/29/15		#14315	N
	Vendor Total:			5,613.00									
	15-01637	09/28/15	INV 14309, 14311, 14310, 14314										
	1	INV 14309	ULTRAVIOLET DISINFEC	2,031.50	5-09-55-501-002-508		B Engineer	R	09/28/15	09/29/15		14309	N
	2	INV 14311	SETTING TANK REPAIRS	120.00	5-09-55-501-001-508		B Engineer	R	09/28/15	09/29/15		14311	N
	3	INV 14310	WELL NO 2 REHAB.	71.25	5-09-55-501-001-508		B Engineer	R	09/28/15	09/29/15		14310	N
	4	INV 14312	2013 CONS & ADMIN	8,423.75	C-04-55-873-001-446		B ENGINEER-PARK WAY, GRANT AVE,HUTCHINSON	R	09/28/15	09/29/15		14312	N
	Vendor Total:			10,646.50									

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
R0077 ROBERTS ENGINEERING GRP LLC Continued												
	15-01651	09/29/15	Inv. #14036 - Seymour Invest.									
	1		Inv. #14036 - Seymour Invest.	165.00	SEYMO10-08	P SEYMOUR INVESTMENTS, LLC	R	09/29/15	09/30/15		#14036	N
	Vendor Total:			16,754.50								
ROBIN005 ROBINSON STEEL CO.												
	15-01471	08/25/15	PENCO 2 PIECE VANGUARD HANDLE									
	1		PENCO 2 PIECE VANGUARD HANDLE	61.20	5-09-55-501-002-503	B Sewer Plant Maintenance	R	08/25/15	09/29/15		1440788567-149	N
	2		SHIPPING	15.00	5-09-55-501-002-503	B Sewer Plant Maintenance	R	08/25/15	09/29/15		1440788567-149	N
				76.20								
	Vendor Total:			76.20								
R1145 RUTGERS UNIVERSITY												
	15-01515	09/10/15	TAX COLLECTION REVIEW									
	1		TAX COLLECTION REVIEW- M.PATEL	629.00	5-01-20-145-001-042	B Education & Training	R	09/10/15	09/29/15		TC-4304-FA15-1	N
	Vendor Total:			629.00								
R1000 RUTGERS, STATE UNIVERSITY NJ												
	15-01060	06/25/15	MUNICIPAL CLERK REVIEW									
	1		MUNICIPAL CLERK REVIEW	651.00	5-01-20-120-001-042	B Education & Training	R	06/25/15	09/29/15		P. RIGGIO	N
	Vendor Total:			651.00								
S0051 SOKOL, BEHOT & FIORENZO												
	15-01620	09/23/15	Inv. #144902									
	1		Inv. #144902 - Aug. Advice	1,418.75	5-01-21-180-001-107	B Planning Board - Attorney	R	09/23/15	09/29/15		#144902	N
	Vendor Total:			1,418.75								
S0037 SONIA MARCOS												
	15-01627	09/25/15	COURT HELP 8/12 3 HOURS									
	1		COURT HELP 8/12 3 HOURS	60.00	5-01-20-176-000-114	B Court Assistance	R	09/25/15	09/29/15		8/12/15 CT HELP	N
	Vendor Total:			60.00								

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
S0267 STAVOLA ASPHALT COMPANY												
	15-01590	09/22/15	TICKET 27870 - ASPHALT									
	1 INV.	28603	- TICKET 27870	151.55	5-01-26-290-001-127	B Street Repair & Maintenance	R	09/22/15	09/30/15		28603	N
	Vendor Total:			151.55								
T0030 THE TIMES												
	15-01661	09/29/15	LEGAL ADS 9/18/2015									
	1	9/21	COUNCIL MEETING CHANGE	7.25	5-01-20-120-001-021	B Advertisements	R	09/29/15	09/30/15		8261-9182015	N
	2		INTENT TO AWARD AMBULANCE	17.69	5-01-20-120-001-021	B Advertisements	R	09/29/15	09/30/15		8265-9182015	N
	3		INTENT TO AWARD-GARBAGE TRUCK	16.53	5-01-20-120-001-021	B Advertisements	R	09/29/15	09/30/15		8268-9182015	N
				41.47								
	Vendor Total:			41.47								
T0063 THIS & THAT UNIFORMS, LLC												
	15-00875	05/26/15	CLOTHING ALLOWANCE - LARSEN									
	1		CLOTHING ALLOWANCE - LARSEN	783.89	5-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	05/26/15	09/29/15		20151154	N
	Vendor Total:			783.89								
U0007 UNIVAR USA												
	15-00359	02/24/15	RES 2015-61 CHLORINE		B							
	10 INV.	HB802197	DATED 9/23/15	324.00	5-09-55-501-001-526	B Chlorine	R	02/24/15	09/30/15		HB802197	N
	15-00360	02/24/15	RES 2015-61 CHLORINE		B							
	8 INV.	HB802089	DATED 9/22/15	243.00	5-09-55-501-002-526	B Chlorine-Liquid	R	02/24/15	09/30/15		802089	N
	15-00362	02/24/15	RES 2015-41 SULFUR DIOXIDE		B							
	5	HB802088	DATED 9/22/15	1,035.00	5-09-55-501-002-543	B Sulfur Dioxide (SO 2)	R	02/24/15	09/30/15		802088	N
	15-00363	02/24/15	RES 2015-34 CALCIUM HYDROXIDE		B							
	7	inv 801062	dated 9/9/15	1,240.00	5-09-55-501-001-527	B Calcium Hydroxide - Lime	R	02/24/15	09/29/15		801062	N
	15-00364	02/24/15	RES 2015-34 CALCIUM HYDROXIDE		B							
	7	INV.	HB800277 DATED 8/28/15	620.00	5-09-55-501-002-553	B Calcium Hydroxide (Lime)	R	08/17/15	09/30/15		HB800277	N
	Vendor Total:			3,462.00								

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
V0022 VERIZON WIRELESS												
	15-01631	09/25/15	9752072872 8/11-9/10/15									
	1		9752072872 8/11-9/10/15	200.20	5-01-43-507-001-029	B Maint. Contracts - Other	R	09/25/15	09/29/15		9752072872	N
	Vendor Total:			200.20								
V0290 VITAL COMMUNICATIONS INC.												
	15-01528	09/11/15	INV 62564 DATED 8/31/15									
	1		INV 62564 DATED 8/31/15 VPN	204.00	5-01-20-150-001-029	B Maintenance Contracts	R	09/11/15	09/29/15		62564	N
	Vendor Total:			204.00								
W0035 WTH TECHNOLOGY, INC												
	15-01550	09/15/15	ANNUAL CONSULTING % SUPPORT									
	1		ANNUAL CONSULTING % SUPPORT	535.50	5-01-25-240-001-029	B Maint. Contracts - Other	R	09/15/15	09/29/15			N
	Vendor Total:			535.50								
Z0106 ZEP SALES & SERVICE												
	15-00760	05/08/15	ZEP WASP & HORNET KILLER (DOZ)									
	1		ZEP WASP & HORNET KILLER (DOZ)	69.00	5-09-55-501-002-503	B Sewer Plant Maintenance	R	05/08/15	09/29/15		9001633539	N
	2		ZEP WASP & HORNET KILLER (DOZ)	69.00	5-09-55-501-001-503	B Water Plant Maintenance	R	05/08/15	09/29/15		9001633539	N
	3		FREIGHT	25.90	5-09-55-501-001-503	B Water Plant Maintenance	R	09/23/15	09/29/15		9001633539	N
				<u>163.90</u>								
	15-00859	05/22/15	AERO ANTI SEIZE									
	1		DOZEN ZEPO GROOVY AERO ANTI	144.86	5-09-55-501-002-535	B Chemicals Miscellaneous	R	05/22/15	09/29/15		9001666457	N
	2		FREIGHT	25.90	5-09-55-501-002-535	B Chemicals Miscellaneous	R	09/23/15	09/29/15		9001666457	N
				<u>170.76</u>								
	15-00946	06/08/15	FORMULA 777 AND ZEPRESERVE									
	1		FORMULA 777 (5 GALLON)	414.10	5-09-55-501-002-535	B Chemicals Miscellaneous	R	06/08/15	09/29/15		9001721275	N
	2		ZEPRESERVE (DOZEN)	98.16	5-09-55-501-002-535	B Chemicals Miscellaneous	R	06/08/15	09/29/15		9001721275	N
	3		SHIPPING	44.90	5-09-55-501-002-535	B Chemicals Miscellaneous	R	09/23/15	09/29/15		9001721275	N
				<u>557.16</u>								

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
Z0106			ZEP SALES & SERVICE	Continued							
	15-01379	08/13/15	QUOTE 10173789								
	1		QUOTE 10173789	663.34	5-09-55-501-002-535	R	08/13/15	09/29/15		9001827160	N
			Vendor Total:	1,555.16							

Total Purchase Orders: 86 Total P.O. Line Items: 144 Total List Amount: 97,793.21 Total Void Amount: 0.00

Totals by Year-Fund								
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total	Total
CURRENT FUND	5-01	44,245.39	0.00	44,245.39	0.00	0.00	0.00	44,245.39
	5-09	25,910.53	0.00	25,910.53	0.00	0.00	0.00	25,910.53
	5-21	0.00	0.00	0.00	0.00	0.00	5,850.50	5,850.50
	Year Total:	70,155.92	0.00	70,155.92	0.00	0.00	5,850.50	76,006.42
GENERAL CAPITAL	C-04	12,209.85	0.00	12,209.85	0.00	0.00	0.00	12,209.85
WATER/SEWER CAPITAL	C-08	5,813.00	0.00	5,813.00	0.00	0.00	0.00	5,813.00
	Year Total:	18,022.85	0.00	18,022.85	0.00	0.00	0.00	18,022.85
ANIMAL CONTROL TRUST FUND #13	T-13	10.80	0.00	10.80	0.00	0.00	0.00	10.80
UNEMPLOYMENT TRUST FUND #16	T-16	17.29	0.00	17.29	0.00	0.00	0.00	17.29
HOUSING TRUST FUND-RECAPTURED FUNDS	T-26	3,735.85	0.00	3,735.85	0.00	0.00	0.00	3,735.85
	Year Total:	3,763.94	0.00	3,763.94	0.00	0.00	0.00	3,763.94
Total of All Funds:		91,942.71	0.00	91,942.71	0.00	0.00	5,850.50	97,793.21

Project Description	Project No.	Rcvd Total	Held Total	Project Total
MILLSTONE BASIN HABITAT	MIL11-02	72.50	0.00	72.50
PEDDIE SCHOOL-NEW DORMS	PEDD2-14IF	5,613.00	0.00	5,613.00
SEYMOUR INVESTMENTS, LLC	SEYMO10-08	165.00	0.00	165.00
Total of All Projects:		<u>5,850.50</u>	<u>0.00</u>	<u>5,850.50</u>

Resolution 2015-248

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

AUTHORIZING THE PURCHASE OF AN ULTRAMEDIC III AMBULANCE FROM FIRE PRIORITY IN THE AMOUNT OF \$181,283.00 THROUGH OUR PARTICIPATION IN THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) A NATIONAL COOPERATIVE PURCHASING PROGRAM PURSUANT TO P.L.2011, C.139.

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 Houston-Galveston Area Council of Governments (H-GAC), 3555 Timmons, Suite 120, Houston, TX 77027 pursuant to the provision 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, First Priority Emergency Vehicles, 2444 Ridgeway Blvd, Bldg 500, Manchester, NJ 08759 has been awarded the contract for this ambulance under H-GAC's Category: Ambulances, EMS, and Other Special Service Vehicle (AM 10-14); and

WHEREAS, the Purchasing Agent and Borough Administrator recommend the utilization of this contract; and

WHEREAS, under H-GAC Contract No. AM 10-14, First Priority Emergency Vehicles can provide to the Borough of Hightstown an Ultramedic III, 168" x 96" Ford E450 (v-10, Gas) Cutaway, Item DDA11 as per their quote in the amount of \$181,283.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Hightstown that Absolute Fire under H-GAC Contract # AM 10-14 be utilized to provide an Ultramedic III, 168" x 96" Ford E450 (v-10, Gas) Cutaway, Item DDA11 as per their quote in the amount of \$181,283.00 to the Borough of Hightstown First Aid Squad.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 5, 2015.

Debra L. Sopronyi
Borough Clerk



The Borough of Hightstown

Clerk's Office

156 Bank Street, Hightstown, New Jersey 08520

Phone – (609) 490-5100

Fax – (609) 371-0267

FROM THE DESK OF
DEBRA L. SOPRONYI, RMC/QPA
BOROUGH CLERK

TO: Mayor & Council
DATE: September 28, 2015
RE: Purchase of Ambulance

Local contracting units are now permitted to utilize national cooperative contracts as a method of procurement. The DLGS has made specific recommendation on the use of these cooperatives. Procurement decisions often try to balance a low price with an efficient and appropriate procurement process. If a national cooperative contract is chosen, the calculation of cost savings must be documented.

Braun Chief XL	\$191,679.00
Demers MX170	\$184,897.00
Road Rescue Ultramedic III (NJPA Co-Op)	\$181,283.00

The use of this cooperative would result in cost savings after all factors have been considered. A court has concluded that contracting units need not do an advertised procurement in order to compare the prices obtained with the cooperative prices. Other factors that should be considered as part of the analysis of whether there is a cost-savings are:

- The ability to avoid the cost and time of a separate bid.
- Comparable ambulances outside of the cooperative pricing are considerably higher.

All of the factors above contribute in determining the cost effectiveness of the use of this national cooperative for the purchase of a Road Rescue Ultramedic III ambulance.

Based on the above, I recommend the use of the NJPA cooperative for the purchase of the Ambulance for Hightstown First Aid Squad.

Resolution 2015-249

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

AUTHORIZING THE PURCHASE OF A 32-YARD CAPACITY EXPERT HELPING HAND TRASH TRUCK WITH MACK CHASSIS THROUGH OUR PARTICIPATION IN THE NATIONAL JOINT POWERS ALLIANCE (NJPA) A NATIONAL COOPERATIVE PURCHASING PROGRAM PURSUANT TO P.L.2011, C.139.

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 National Joint Powers Alliance Cooperative, 202 12th Street NE, P. O. Box 219, Staples, MN 56479 pursuant to the provision 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, Sanitation Equipment Corp., S-122 Route 17 N, Paramus, NJ 07652 has been awarded the contract for this trash truck under NJPA's Category: Waste and Recycling (112014-LEG); and

WHEREAS, the Purchasing Agent and Borough Administrator recommend the utilization of this contract; and

WHEREAS, under NJPA Contract No. 112014-LEG, Sanitation Equipment Corp. can provide to the Borough of Hightstown a 32-yard Capacity Expert Helping Hand Trash Truck with Mack Chassis as per their quote in the amount of \$313,687.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Hightstown that Sanitation Equipment Corp. under NJPA Contract No. 112014-LEG be utilized to provide a 32-yard Capacity Expert Helping Hand Trash Truck with Mack Chassis as per their quote in the amount of \$313,687.00 to the Borough of Hightstown.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 5, 2015.

Debra L. Sopronyi
Borough Clerk



The Borough of Hightstown

Clerk's Office

156 Bank Street, Hightstown, New Jersey 08520

Phone – (609) 490-5100, ext. 772

Fax – (609) 371-0267

FROM THE DESK OF
DEBRA L. SOPRONYI, RMC/QPA
BOROUGH CLERK

TO: Mayor & Council
DATE: September 28, 2015
RE: Purchase of Garbage Truck

Local contracting units are now permitted to utilize national cooperative contracts as a method of procurement. The DLGS has made specific recommendation on the use of these cooperatives. Procurement decisions often try to balance a low price with an efficient and appropriate procurement process. If a national cooperative contract is chosen, the calculation of cost savings must be documented.

Granturk Equipment Co., Inc.	\$324,900.00
Sanitation Equipment	\$318,432.23
Sanitation Equipment (NJPA Co-Op)	\$313,687.51

The use of this cooperative would result in cost savings after all factors have been considered. A court has concluded that contracting units need not do an advertised procurement in order to compare the prices obtained with the cooperative prices. Other factors that should be considered as part of the analysis of whether there is a cost-savings are:

- The ability to avoid the cost and time of a separate bid.
- Comparable trucks outside of the cooperative pricing are considerably higher.

All of the factors above contribute in determining the cost effectiveness of the use of this national cooperative for the purchase of a 32 yard capacity Expert Helping Hand Trash Truck with Mack chassis.

Based on the above, I recommend the use of the NJPA cooperative for the purchase of the Trash Truck for Hightstown Public Works Department.

Resolution 2015-250

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

LIFTING A MORATORIUM ON THE ISSUANCE OF YEARLY A-FRAME SIGN PERMITS AND GRANTING A TEMPORARY EXTENSION AND WAIVER OF A-FRAME SIGN PERMIT FEES

WHEREAS, the Planning Board had 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 Borough Council issued said moratorium pursuant to resolution 2015-163 on June 15, 2015; and

WHEREAS, the Planning Board is investigating alternatives to the A-Frame Sign and will be proposing a new ordinance which will include examples and design samples for A-Frame signs; and

WHEREAS, the Planning Board has requested that the Borough Council lift the moratorium on A-Frame signs as established by resolution 2015-163 and grant a temporary extension and waiver of A-Frame sign permit fees for a period of three months and/or until a new ordinance is adopted; and

WHEREAS, the Borough Council finds that lifting the moratorium and granting a temporary extension and waiver of A-Frame sign permit fees for a period of three months and/or until a new ordinance is adopted is beneficial to the businesses affected by the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the moratorium on A-Frame signs as implemented by resolution 2015-163 is hereby lifted and a temporary extension and waiver of A-Frame sign permit fees for a period of three months and/or until a new ordinance is adopted is hereby immediately in effect.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 5, 2015.

Debra L. Sopronyi
Borough Clerk

Resolution 2015-251

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

AUTHORIZING EXPENDITURE FOR RESEARCH AND EVALUATION SERVICES PERTAINING TO 9-1-1 AND DISPATCH OPERATIONS

WHEREAS, there exists the need for research and evaluation services to assist the Borough of Hightstown to determine the technical requirements and budgetary estimates that would be required for the Borough to enter into a 9-1-1 and dispatch operation with another municipality ; and

WHEREAS, the Borough Council wishes to hire IXP Corporation of Princeton, New Jersey to conduct the research and evaluation necessary and provide a written report regarding same; and

WHEREAS, the project plan will include five major technology areas including 9-1-1 Telephony System, Radios, CAD/RMS, Logging and Recording and Networking; and,

WHEREAS, the cost for said research and evaluation services and providing a written report regarding same shall not exceed \$7,500.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, that it is hereby authorized for IXP Corporation of Princeton, New Jersey to conduct the research and evaluation necessary as stated herein and provide a written report regarding same at a cost not to exceed \$7,500.00.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 5, 2015.

Debra L. Sopronyi
Borough Clerk

Resolution 2015-252

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

RESOLUTION AUTHORIZING A SIX MONTH RENEWAL TO THE LEASE FOR THE BOROUGH'S CONTINUED USE OF A PORTION OF THE PROPERTY KNOWN AND DESIGNATED AS BLOCK 61.01, LOTS 43, 44 & 45, COMMONLY KNOWN AS 415A MERCER STREET, HIGHTSTOWN, NEW JERSEY

WHEREAS, the Hightstown Borough Governing Body previously adopted Ordinance 2014-02 which authorized the Borough of Hightstown (the "Borough") to enter into a Lease Agreement (the "Agreement") with Hights Realty, LLC, regarding the Borough's temporary use of a portion of the premises located at 415 Mercer Street in the Borough, commonly known and designated as Block 61.01, Lots 43, 44 and 45 on the Borough's Tax Map (hereinafter referenced as the "Property"), for the relocation of the Borough's Police Department and associated operations; and

WHEREAS, the Agreement was executed by the parties on February 1, 2014; and

WHEREAS, on February 1, 2015, the parties executed a "1st Amendment to Lease Agreement and First Renewal Thereof," which modified the renewal terms set forth in the initial Agreement; and

WHEREAS, pursuant to the "1st Amendment to Lease Agreement and First Renewal Thereof," the parties wish to renew said Agreement for the second renewal term, which constitutes a six month period from August 1, 2015 to January 31, 2016, under all the same terms and conditions set forth in the initial Agreement, as modified by the "1st Amendment to Lease Agreement and First Renewal Thereof,"

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Borough Council of the Borough of Hightstown that the Mayor is hereby authorized to execute and the Borough Clerk to attest documentation required to renew said Agreement, in accordance with the provisions set forth above, for a six month period commencing on August 1, 2015 and concluding on January 31, 2016, subject to all of the terms and conditions set forth in the initial Agreement, as modified by the "1st Amendment to Lease Agreement and First Renewal Thereof,"

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

1. Hights Realty, LLC
2. Frederick C. Raffetto, Esquire, Borough Attorney
3. Lt. Frank Gendron

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 5, 2015.

Debra L. Sopronyi
Borough Clerk

Resolution 2015-253

BOROUGH OF HIGHTSTOWN
 COUNTY OF MERCER
 STATE OF NEW JERSEY

REQUESTING APPROVAL FOR INSERTION OF A SPECIAL ITEM OF REVENUE IN THE 2015 BUDGET

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Hightstown hereby request the Director of the Division of Local Government Services to approve the insertion of a special item of revenue and equal appropriation in the budget of the Borough of Hightstown for the year 2015 as follows:

Source	Amount	Revenue Title	Appropriation Title
State of New Jersey	\$7,661.31	Municipal Court Alcohol Education and Rehabilitation Fund	Municipal Court Alcohol Education and Rehabilitation Fund

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 5, 2015.

Debra L. Sopronyi
 Borough Clerk

Resolution 2015-254

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

**RESOLUTION ADOPTING THE HEARING OFFICER'S
RECOMMENDATION TO DISMISS THE CHARGES SET FORTH IN
THE NOTICE OF DISCIPLINARY ACTION SERVED ON FRANK
MARCHIONE ON MARCH 12, 2015 AND HEARD ON JUNE 18, 2015
AND AUGUST 27, 2015**

WHEREAS, Officer Frank Marchione was served with a Notice of Disciplinary Action containing four (4) charges dated March 9, 2015 and served on March 12, 2015. The Charges alleged that Marchione committed an act of conduct unbecoming a police officer by engaging in sexual acts while on duty, he violated department Rule and Regulations by engaging in activities which are not directly related to the performance of his duties; he used a department vehicle for personal business and pleasure, and truthfulness; and

WHEREAS, Marchione requested a hearing on the charges which took place on June 18, 2015 and August 27, 2015; and

WHEREAS, the hearing officer heard and reviewed the evidence present during the hearings, and on August 27, 2015 issued a verbal recommendation stating that the Borough failed to prove its case by a preponderance of the evidence on the March 9, 2015 set of charges; and

WHEREAS, the hearing officer's findings have been reviewed by the Borough Council for the Borough of Hightstown.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Hightstown, County of Mercer, State of New Jersey, that it hereby adopts the hearing officer's findings and recommendations issued on August 27, 2015 and dismisses the March 9, 2015 set of charges.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 5, 2015.

Debra L. Sopronyi
Borough Clerk

Resolution 2015-255

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

AUTHORIZING THE MAYOR TO EXECUTE A COUNTY WIDE MUTUAL AID AGREEMENT

WHEREAS, the President of the United States in Homeland Security Directive (HSPD-5), directed the development and administration of a National Incident Management System (NIMS) which would provide a consistent nationwide approach to Federal, State, local and Tribal governments to work together more efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, the County of Mercer has adopted the NIMS as the standard for incident management and directed its use for all emergency incidents; and

WHEREAS, “The New Jersey Civilian Defense and Disaster Act”, N.J.S.A. app. A:9-30 et seq (the “Disaster Control Act”), provides for the health safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency; and

WHEREAS, the “Fire Service Resource Emergency Deployment Act”, N.J.S.A. 52:14E-11 et seq. (the “Fire Service Act”) establishes a mechanism for the coordination of fire service resources throughout the state to facilitate quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from damage or destruction of fire, explosion or other disaster; and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the “Fire Service Resource Emergency Deployment Regulation” N.J.A.C. 5:75A-2.2 et seq.; and

WHEREAS, the County of Mercer has adopted the Mercer County Emergency Operations Plan and has developed a County Wide Mutual Aid Agreement; and

WHEREAS, Hightstown Borough recognizes that entering into an agreement for mutual aid and assistance with each other to protect loss, damage or destruction in “Emergency Situations”, and to address those situation when additional aid and assistance is needed, is essential to protect the best interests of the person and property in each individual jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Mayor is hereby authorized to execute the “County Wide Mutual Aid Agreement on behalf of Hightstown Borough and its participation in the agreement.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 5, 2015.

Debra L. Sopronyi
Borough Clerk

**Mercer County
"The Capital County"**

Emergency Management

**County Wide Mutual Aid
Agreement**



Brian Hughes
County Executive

**COUNTY OF MERCER
MUTUAL AID AND ASSISTANCE AGREEMENT**

THIS AGREEMENT is made between all the parties set forth on Schedule A (attached hereto) all of which are either the County of Mercer and the participating jurisdictions located within the County of Mercer, and the services they provide including, but not limited to, emergency management, emergency medical service, fire service, Community Emergency Response Teams (CERT), Medical Reserve Corp Teams (MRC), government administrative, government electrical and, construction inspection services, hazardous materials, health care, law enforcement, public communications, public health, and public works personnel. Hereinafter the parties may be referred to as "Participating Units", "Requesting Units" or "Responding Units".

WHEREAS, the President of the United States in Homeland Security Directive (HSPD-5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and,

WHEREAS, the County of Mercer has adopted the NIMS as the standard for incident management and directed its use for all emergency incidents; and,

WHEREAS, "The New Jersey Civilian Defense and Disaster Act", N.J.S.A. App. A:9-30 et seq. (the "Disaster Control Act"), provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency in the Governor, who shall have the authority over the resources of each and every political subdivision of the State to cope with any condition that shall arise out of such emergency; and,

WHEREAS, the "Fire Service Resource Emergency Deployment Act", N.J.S.A. 52:14E-11 et seq. (the "Fire Service Act") establishes a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster; and,

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A-2.2 et seq., which specifically requires each jurisdiction to adopt a local fire mutual aid plan; and,

WHEREAS, the County of Mercer has adopted the Mercer County Emergency Operations Plan which provides that its intended purposes include:

- (1) Reduce vulnerability of people and property of this County to damage, injury, and loss of life and property;

(2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;

(3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and,

(4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

WHEREAS, the Participating Units recognize that entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction in "Emergency Situations", and to address those situations when additional aid and assistance is needed, is essential to protect the best interests of the persons and property in each individual jurisdiction.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties hereto agree as follows:

Section 1: **Definitions**

"Agreement" means this document, the County of Mercer Countywide Mutual Aid and Assistance Agreement.

"Aid and Assistance" includes personnel, equipment, facilities, services, supplies, and other resources.

"Disaster" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property, resulting from any natural or man-made accidental, military, or paramilitary cause.

"Emergency Situations" means fire, catastrophe or other extraordinary devastation, civil unrest, major emergency, major criminal acts, acts of terrorism, and/or natural and man-made disasters or catastrophes which threaten or affect life, property and environment.

"Incident Commander" means the individual Designated On-Scene Coordinator who is responsible for directing and/or controlling resources by virtue of explicit legal, agency, or delegated authority.

"Local Government" means a county, jurisdiction, city, town, township, or local public authority.

"Participating Jurisdiction" means the County and those municipalities, colleges and hospitals in Mercer County that have adopted this agreement.

"Requesting Units" means those departments or agencies in need of assistance.

"Responding Units" means those departments or agencies providing assistance.

Section 2: **Mutual Aid and Assistance**

Upon request (as provided for herein) of a Requesting Unit, the Participating Jurisdiction(s) shall provide mutual aid and assistance in Emergency Situations. Mutual Aid and Assistance shall include the following:

- a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Jurisdiction to an emergency scene under the control and/or jurisdiction of a Requesting Unit. Mutual Aid and Assistance includes, when and as warranted, special weapons and tactics or rapid response team operations and other cooperative law enforcement operations (collectively referred to herein as "Law Enforcement Operations"), as well as fire, EMS and public works operations and other government services as requested.
- b. Rendering of aid and assistance by one or more Participating Jurisdictions to another Participating Jurisdiction to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while Requesting Unit is on an emergency call and/or otherwise unable to address the emergency service needs in its jurisdiction.
- c. Participating in joint education and training exercises with other Participating Jurisdictions, where the purpose of such training exercise is to coordinate and prepare for Emergency Situations that are a threat to life or property, including without limitation joint planning, intelligence sharing, threat assessment development, and police, fire and EMS academy activities and instruction. In addition, any individual training sessions, classes or exercises conducted by one or more Participating Jurisdiction (s) or to which a Participating Unit sends personnel in order to permit that Participating Unit to perform its functions under the terms of this Agreement shall be deemed to fall within the definition of Mutual Aid and Assistance.

Section 3: **Requests for Mutual Aid and Assistance**

All requests for contiguous mutual aid between local units and jurisdictions shall be processed according to policies and procedures promulgated by each local unit. When a formal local declaration of an emergency is in effect in a jurisdiction or county, requests for mutual aid will be coordinated through the municipal and county emergency operations centers.

Section 4: **Operational Command and Authority at Emergency Scene**

- a. The Incident Commander of the Requesting Unit shall have overall operational command authority over all Participating Jurisdiction(s) at the scene of the

emergency. Participating Jurisdiction(s) agree that this Agreement shall be operated under the tenants of NIMS, as adopted by DHS and as same may from time to time be amended.

b. The personnel sent by a Participating Jurisdiction to an incident shall remain employees of the Participating Jurisdiction, and subject to the command and control of the Participating Jurisdiction. Except as may be necessary for determining immunity from liability under the provision of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., in which limited circumstance personnel of the Participating Jurisdiction may be considered agents of the Requesting Unit, personnel from a Participating Jurisdiction shall not be deemed employees or special employees of the Requesting Unit or any other Participating Unit.

c. A Participating Jurisdiction shall at all times have the right to withdraw any and all aid upon the order of its governing body or designated authorities, provided however that the Participating Jurisdiction withdrawing such aid shall provide adequate notice to the Incident Commander of such withdrawal.

Section 5: Charge for Use of Personnel or Equipment

a. Any Requesting Agency shall reimburse a Participating Jurisdiction rendering aid under this section for supplies, as defined below. No Participating Unit shall bill a Requesting Unit for wages, salaries or use of equipment in making mutual aid and assistance responses. A Participating Jurisdiction may determine to donate assets of any kind to the Receiving Agency.

b. If fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or its lost, the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.

c. This Agreement does not supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different jurisdictions) or the 2012 Inter – County Mutual Aid Assistance Agreement.

d. Participating Units when possible will be reimbursed in accordance with the Spill Compensation Control Act (N.J.S.A. 58:10-23.11a et seq.) and the regulations promulgated pursuant to N.J.A.C. 7:1E-5.1 et seq.

e. This Agreement recognizes the provisions as required by the Disaster Control Act and specifically the Emergency Medical Services Act, N.J.S.A. 26:2K-60 et seq.

f. Any expenses recoverable from third parties by the Requesting Unit shall be equitably distributed among Participating Jurisdiction. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under existing statutes.

Section 6: Limitation of Providing Mutual Aid and Assistance

Nothing contained in this Agreement shall be construed to require a Participating Jurisdiction to make a mutual aid and assistance response if the response will leave the Participating Jurisdiction without sufficient police, fire, ambulance and/or emergency protection or other vital or necessary services.

Section 7: Death or Disability

If any member of a Participating Jurisdiction suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Jurisdiction in accordance to N.J.S.A. 40A:14-26. Said rights, benefits and compensation shall be paid by the Participating Jurisdiction and **not** by the Requesting Unit. Each Participating Jurisdiction shall be individually responsible for providing adequate benefits, coverage and compensation for its members. It is the express purpose of this Agreement to ensure that members of a Participating Jurisdiction be and remain entitled to an applicable benefits normally available to personnel of the Participating Jurisdiction while performing their duties for the Participating Jurisdiction, as well as any additional state and federal benefits which may be available to them as a result of any line of duty death or injury arising as from the performance of this Agreement.

Section 8: Members Authority

The members of each Participating Jurisdiction making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A:14-156.2. Said members of a Participating Jurisdiction shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.

Section 9: **Provisions Specific to Law Enforcement Training**

Any law enforcement Unit may, but shall not be required to, pay for training for another law enforcement Participating Jurisdiction's personnel out of available or appropriate funds when, in the determination of the Participating Jurisdiction, such individual training enhances the ability of other Participating Jurisdiction to perform Mutual Aid and Assistance duties under this Agreement.

Section 10: **Liability Insurance; Indemnification**

a. Each Participating Jurisdiction shall maintain adequate insurance, including comprehensive general liability, personal injury, property damage, workers' compensation as required under State law, and if applicable emergency medical service professional liability, the minimum limits of which shall be One Million (\$1,000,000) Dollars. Proof of such insurance coverage shall be provided by each Participating Jurisdiction upon its execution of this Agreement.

b. No Participating Jurisdiction shall be required or obligated to provide or extend insurance coverage for any use of the terms enumerated herein to any other Participating Jurisdiction or its personnel.

c. Each Participating Jurisdiction agrees to waive all claims against all other Participating Jurisdiction(s) for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement, provided however that such claim is not a result of gross negligence or willful misconduct by a Participating Jurisdiction or its personnel.

d. The Requesting Unit agrees to hold harmless any participating Unit(s) in the event of any lawsuit arising out of such mutual aid assistance response or training exercise.

e. No Participating Jurisdiction shall be liable on account of any act or omission in good faith on the part of such Participating Jurisdiction(s) while engaged in the performance of this Agreement or on account of the maintenance or use of any equipment or supplies in connection herewith.

f. To the fullest extent permitted under the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., or the other applicable provisions of law, including without limitation N.J.S.A. 40A:14-156.1, the personnel sent by a Participating Jurisdiction in response to a request from a Requesting Unit shall, during the performance of their duties pursuant hereto, be entitled to the tort liability protections and immunity enjoyed by the Requesting Unit and the Participating Jurisdiction.

Section 11: Term; Withdrawal

This Agreement shall commence as of the effective date of the Resolutions adopted by the governing bodies of the Participating Units hereto and shall continue for a term of Five (5) years, or until terminated or rescinded by all Participating Jurisdiction. Any Participating Jurisdiction may withdraw from this Agreement by providing all other Participating Jurisdictions and the Mercer County Office of Emergency Management with sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Jurisdiction, this Agreement will continue in full force and effect for all remaining Participating Jurisdictions. Upon the conclusion of the initial Term, this Agreement may be renewed on such terms and conditions as the Participating Units deem necessary and/or appropriate.

Section 12: Legal Authority

This Agreement for Mutual Aid and Assistance is expressly made in accordance with N.J.S.A. 40A:14-26 and N.J.S.A. 40A:14-156.1. Moreover, all Law Enforcement Operations conducted by the County Prosecutor and his officers and agents are deemed subject to the provision of *Wright v. State*, 169 N.J. 422 (2001). The laws of the State of New Jersey shall govern this Agreement.

Section 13: Entire Agreement

This Agreement constitutes the entire understanding between the Participating Jurisdictions. This Agreement superseded all communications, representations or prior agreements, oral or written, between Participating Jurisdiction with respect to the subject matter hereof. This Agreement may only be amended by written consent of all of the parties hereto.

Section 14: Severability

The invalidity of any provision of this Agreement shall not render invalid any other provision. If for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

Section 15. Division of Local Government Services.

A copy of this Agreement shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs. N.J.S.A. 40A: 65 – 4.

**COUNTY OF MERCER
MUTUAL AID AND ASSISTANCE AGREEMENT**

IN WITNESS WHEREOF, the County of Mercer and each Jurisdiction has executed this Agreement and affixed its corporate seal on the date and as shown, attached hereto and made a part thereof. By executing this Agreement, each Participating Jurisdiction acknowledges, that said execution has been duly authorized by proper Resolution if required, a copy of which is annexed to this Agreement. The resolutions and list of Participating Jurisdictions will be maintained in the Mercer County Office of Emergency Management.

The _____ has executed this Agreement
(Local Jurisdiction)

on the day of _____, 20_____.

ATTEST

Authorized Signature: _____

Resolution 2015-256

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

**AUTHORIZING THE MAYOR TO EXECUTE AN AUTHORIZATION AND LETTER
OF INTENT TO PARTICIPATE IN THE MERCER COUNTY HAZARD
MITIGATION PLAN UPDATE**

WHEREAS, Hightstown Borough has adopted and is a participant in the Mercer County Hazard Mitigation Plan (HMP); and

WHEREAS, Hightstown Borough is committed to participating in the Mercer County Hazard Mitigation Plan Update Project; and

WHEREAS, it is required that Hightstown Borough execute an Authorization and Letter of Intent to Participate in the Mercer County Hazard Mitigation Plan Update; and

WHEREAS, Hightstown Borough agrees to meet the minimum requirements of municipal participation in the Mercer County Hazard Mitigation Plan Update.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Mayor is hereby authorized to execute the Authorization and Letter of Intent to Participate in the Mercer County Hazard Mitigation Plan Update on behalf of Hightstown 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 October 5, 2015.

Debra L. Sopronyi
Borough Clerk

COUNTY OF MERCER
OFFICE OF EMERGENCY MANAGEMENT
 350 LAWRENCE STATION ROAD
 LAWRENCEVILLE, NEW JERSEY 08648
 (609) 799-8868

BRIAN M. HUGHES
 County Executive

KELVIN S. GANGES
 Chief of Staff

ANDREW A. MAIR
 County Administrator

DEAN RAYMOND
 Coordinator/MC OEM

Hightstown Borough
~~144 Second Avenue~~ 156 BANK STREET
 Hightstown, N.J. 08520

Date: _____

Dean Raymond, County Coordinator
 Mercer County Office of Emergency Management
 350 Lawrence Station Road
 Lawrenceville, NJ 08648

Subject: Mercer County Hazard Mitigation Plan Update
 Authorization and Letter of Intent to Participate - Hightstown Borough

Dear Mr. Raymond:

Per the letter from County Executive Brian M. Hughes, the Borough of Hightstown is committed to participating in the Mercer County Hazard Mitigation Plan (HMP) Update project. By way of this letter, the Borough of Hightstown:

1. Authorizes the Mercer County Hazard Mitigation Steering Committee ("Steering Committee"), to guide and direct this planning process, perform certain parts of the planning process, and prepare certain parts of the plan documents on our behalf.
2. Agrees to meet the minimum requirements of municipal participation (a.k.a. the Planning Partner Expectations), specifically:
 - Execute and return this "Authorization and Acknowledgement" letter to the Mercer County Office of Emergency Management, attention: Mr. Dean Raymond.
 - Identify municipal representatives to serve as the planning point of contacts (POC), below. These people will be responsible for representing their community and assuring that these participation expectations are met by their community.
 - Support the Steering Committee selected to oversee the development of this plan.

IN AN EMERGENCY



GO IN, STAY IN, TUNE IN

- Provide representation at municipal Planning Committee meetings (~ 3 meetings over 6-8 months, including a Kick-Off Meeting and a Mitigation Strategy Workshop).
- Provide data and information about your community as requested by the Steering Committee or the contract consultant, including:
 - Structure and facility inventory data
 - Identification of new development and anticipated development
 - Identification of natural hazard risk areas
 - Identification of natural hazard events and losses that have impacted your community in the last five years
 - Identification of plans, studies, reports and ordinances addressing natural hazard risk
 - Identify mitigation activity in your community in the last five years, including progress on previously identified mitigation actions.
- Support public outreach efforts in your community which may include:
 - Providing notices of the planning project on your municipal website with links to a County project website
 - Providing notice of the planning project, the availability of Plan documents, and notice of public meetings via available local media (e.g. newsletters, flyers, email blasts, social media, etc.)
 - Advertising and supporting public meetings in your area
 - Supporting outreach to National Flood Insurance Program (NFIP) Repetitive Loss and Severe Repetitive Loss property owners in your community.
- Assist with the identification of stakeholders within your community that should be informed and potentially involved with the planning process.
- Completing data and information collection survey forms in a timely manner.
- Identify specific mitigation actions to address each of the natural hazards posing significant [or high or medium] risk to your community.
- Involve your local NFIP Floodplain Administrator in the planning process.
- Review draft Plan sections when requested and provide comment and input as appropriate.
- Adopt the Plan by resolution of their governing body after FEMA conditional approval.
- Periodically provide the Steering Committee with reports of municipal staff and volunteer labor spent on the planning process.

3. Assigns the following persons to be the Points of Contact for our jurisdiction. We understand that these POC's are responsible for assuring municipal representation at municipal Planning Committee meetings, and assuring that the other minimum requirements of jurisdictional participation, as detailed in the Planning Partner Expectations above, are met.



Administrator/Manager Primary POC:	Department:
Phone Number:	Email Address:
Alternate/Secondary POC:	Position/Department:
Phone Number:	Email Address:

4. Our designated local Floodplain Administrator (FPA) under the NFIP is:

Name of NFIP FPA:	Position/Department:
Phone Number:	Email Address:

5. Recognizes that failure to meet the minimum participation expectations and deadlines, as determined by the Steering Committee will result in our municipality being excluded from the planning process.

Sincerely,

Signature of Authorized Official



ORDINANCE 2015-XX

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

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 26, ENTITLED “LAND USE”, SECTION 10, ENTITLED “MANDATORY DEVELOPER FEES”, OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY.”

WHEREAS, the Borough Planner has made certain recommendations for revisions to Chapter 26, “Land Use”, Section 10, entitled “Mandatory Development Fees” of the Borough Revised General Ordinances of the Borough of Hightstown; and

WHEREAS, the Borough Council 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. Chapter 26 “Land Use”, Section 10, entitled “Mandatory Developer Fees” is hereby amended as follows (underline for additions, strikethroughs for deletions):

Proposed Development Fee Ordinance

26-10 MANDATORY DEVELOPMENT FEES

26-10-1 Purpose.

In the case of Holmdel Builder’s Association vs. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, et seq., and the State Constitution subject to the Council on Affordable Housing’s (COAH’s) adoption of appropriate rules and/or approval from New Jersey Superior Court. The purpose of this Ordinance is to establish standards for the collection, maintenance and expenditure of development fees pursuant to applicable affordable housing rules. Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing low and moderate income housing. This Ordinance shall be interpreted within the framework of current affordable housing rules on development fees.

26-10-2 Definitions.

The following terms shall have the meanings indicated:

- a. “COAH” means the New Jersey Council on Affordable Housing.
- b. “Development fees” means money paid by an individual, person, partnership, association, company or corporation for the improvement of property as permitted in current affordable housing rules.
- c. “Equalized assessed value” means the value of a property determined by the municipal tax assessor through a process designed to ensure that all property in the municipality is assessed at the same assessment ratio or ratios required by law. Estimates at the time of issuance of a building permit may be obtained utilizing estimates for

construction cost. Final equalized assessed value will be determined at project completion by the municipal tax assessor.

d. "Judgment of Compliance" means a judgment issued by the Superior Court approving a municipality's housing element and fair share plan in accordance with the provisions of the Fair Housing Act and the rules and criteria as set forth herein. A grant of substantive certification shall be valid for a period of ten years or as otherwise may be determined by the Superior Court in accordance with the terms and conditions therein.

26-10-3 Residential Development Fees.

a. Within all districts of the Borough of Hightstown, developers shall pay a development fee of one and one-half percent (1.5%) of the equalized assessed value of the residential development with an assessed value less than \$150,000 and one percent (1.0%) of the equalized assessed value of the residential development with an assessed value equal to or greater than \$150,000, provided no increased density is permitted. Notwithstanding the aforementioned, developers shall pay a development fee of one and one-half percent (1.5%) of the equalized assessed value for all rental apartments.

b. If a "d" variance is granted pursuant to N.J.S.A. 40:55d-70d, then the additional residential units realized (above that which is permitted by right under the existing zoning) will incur a bonus development fee of six percent (6%) rather than the development fee of one and one-half percent (1.5%).

26-10-4 Non-Residential Development Fees.

a. Developers within the Borough of Hightstown shall pay a fee of two and one-half percent (2.5%) of the equalized assessed value for nonresidential development in the Borough of Hightstown, including but not limited to service uses, contractors, schools, churches. Developers shall pay a fee of two percent (2.0%) of the equalized assessed value for retail and office use development, except in those incidents where they provide and maintain outdoor eating or other similar public gathering space; such retail and office uses shall pay a fee of one and one-half percent (1.5%).

b. If a "d" variance is granted pursuant to N.J.S.A. 40:55D-70d, then the additional floor area realized (above what is permitted by right under the existing zoning) will incur a bonus development fee of six percent (6%) rather than the development fee of two and one-half percent (2.5%).

26-10-5 Exemptions.

a. Developers of low and moderate income units shall be exempt from paying development fees.

b. Developers that have received preliminary or final Approval(s) prior to the effective date of this Ordinance shall be exempt from paying a development fee unless the developer seeks a substantial change in the approval.

c. Developers who demolish and replace or renovate and re-occupy abandoned housing units shall be exempt from paying development fees, provided the number of housing units on the property does not increase.

d. Home improvements or expansions shall be exempt from development fees, provided the improvements or expansions do not create any new housing units.

e. There shall be no fee for improvements to non-residential uses when the improvements do not increase the intensity of the existing use. For instance, there shall be no fee for façade or signage improvements.

26-10-6 Collection of Fees.

a. Developers shall pay fifty percent (50%) of the calculated development fee to the Borough of Hightstown at the time of issuance of a building permit. At the time of issuance of a Certificate of Occupancy, developers shall pay the remaining portion of the fee that is owed to the Borough.

26-10-7 Housing Trust Fund.

There is hereby created an interest bearing housing trust fund for the purpose of receiving development fees from all residential and nonresidential developers. All development fees paid by developers pursuant to this Ordinance shall be deposited into this fund. No money shall be expended from the housing trust fund unless the expenditure conforms to an approved spending plan.

26-10-8 Use of Funds.

a. Money deposited in the housing trust fund may be used for any activity identified in the Borough's approved housing plan for addressing the Borough of Hightstown's low and moderate income housing obligation. Such activities may include, but are not necessarily limited to: housing rehabilitation, new construction, the purchase of land for low and moderate income housing, extensions and/or improvements of roads and infrastructure to low and moderate income housing sites, assistance designed to render units for more affordable to low and moderate income households and administrative costs necessary to implement the Borough of Hightstown's housing element. The expenditure of all money shall conform to an approved spending plan.

b. At least thirty percent (30%) of the revenues collected shall be devoted to render units more affordable. Examples of such activities include, but are not limited to: down payment and closing cost assistance, low interest loans and rental assistance.

c. No more than twenty percent (20%) of the revenues collected each year shall be expended on administrative costs necessary to develop, revise or implement the housing element. Examples of eligible administrative activities include: personnel, consultant services, space costs, consumable supplies and rental or purchase of equipment directly associated with plan development or plan implementation.

d. Development fee revenues shall not be expended to reimburse the Borough of Hightstown for housing activities that preceded a first or second round substantive certification.

26-10-9 Expiration of Ordinance.

This Ordinance shall expire if:

a. the Borough of Hightstown's petition for substantive certification is dismissed or denied;

b. the Borough of Hightstown's substantive certification or this Ordinance are revoked;

SECTION 3 Severability

The provisions of this Ordinance are severable, and the invalidity of any section, subdivision, paragraph or other wording in this Ordinance shall not affect the validity or effectiveness of the remainder of this Ordinance.

SECTION 4 Effective Date

This Ordinance shall take effect upon compliance with procedures prescribed by law, including NJSA 40:55D-97 of the Municipal Land Use Law (Submission of plan and ordinances to County Planning Board for approval).

Introduced:

Adopted:

ATTEST:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

Proposed development fee ord.9-2215



Borough of Hightstown Planning Board

156 Bank Street, Hightstown, New Jersey 08520
609-490-5100, extension 617
Website: www.hightstownborough.com

To: Borough Council

From: Planning Board

Subject: A-Frame (sandwich board) Signs and Tax Exemption Ordinance

Date: September 21, 2015

At their meeting on September 16, 2015 the Planning Board referred the following matters to the Borough Council.

1. The Planning Board is recommending to the Borough Council that Resolution 2015-163 Issuing a Moratorium on the Issuance of Yearly A-Frame Sign Permits be lifted, temporarily extend current A-Frame sign permits and waive permit fees for a period of three months or until a new ordinance is adopted. The Planning Board will be proposing a new ordinance which will include examples and design samples for A-Frame signs which will be forwarded to the Borough Council.

Motion made to request the Borough Council to lift the moratorium on A-Frame signs as established by Resolution 2015-163 and grant a temporary extension and waiver of A-Frame sign permit fees for a period of three (3) months and/or until a new ordinance is adopted.

2. Tax Exemption Ordinance and accompanying resolution of determination – Discussion. Mr. Rosenberg gave an overview -- This would permit residential properties in need of rehabilitation to obtain some tax relief. This ordinance would designate the entire Borough as an “area in need of rehabilitation.” Only the improvements to the property would be tax exempt for a period of five (5) years only. Tamara Lee – This could also be beneficial to the downtown commercial properties. Discussion on also including the commercial properties.

Planning Board approves the Tax Exemption Ordinance and accompanying resolution of determination with the proposed addition - recommends that the Borough Council consider including “**retail properties**” as part of the “area in need of rehabilitation.”

3. Clothing Bin Ordinance –Discussion regarding locations – “At Hightstown Municipal parking lots” – remove this item.

Planning Board has reviewed the ordinance “Amending and Supplementing Chapter 28, Entitles “Zoning” of the “Revised General Ordinance of the Borough of Hightstown, New Jersey.” Pertaining to Clothing Bins –Section 2 – Clothing Bins, Locations and Permits -- The Planning Board – remove “**At Hightstown Municipal parking lots (1 bin per site).**”

Ordinance 2015-XX

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY,” IN ORDER TO ESTABLISH A NEW CHAPTER THEREOF TO BE KNOWN AS “TAX EXEMPTIONS.”

WHEREAS, the New Jersey “Five-Year Exemption and Abatement Law,” N.J.S.A. 40A:21-1, *et seq.* (the “Act”), permits municipalities to adopt an Ordinance to grant, for periods of five (5) years, exemptions or abatements, or both, from taxation relating to the construction and/or rehabilitation of certain structures within an area of the municipality delineated to be an “area in need of rehabilitation”; and

WHEREAS, the Act permits municipalities to tailor the program to its particular needs, in accordance with the provisions set forth in the Act; and

WHEREAS, the Mayor and Council of the Borough of Hightstown (the “Borough”) believe that the establishment of a program to grant exemptions from taxation relating to the rehabilitation of existing residential dwellings within the Borough, for periods of five (5) years, will constitute an effective tool to promote rehabilitation of the Borough’s existing housing stock, and therefore that the program will benefit the residents of the Borough.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Borough Council, that a new Chapter, to be known as “Tax Exemptions,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby established as follows:

TAX EXEMPTIONS.

Section 1. Intended Purposes and Objectives.

The intention of this Chapter is to effectuate and accomplish the purpose authorized by N.J.S.A. 40A:21-1, *et seq.*, which permits municipalities to grant for periods of five (5) years exemptions and/or abatements, or both, from taxation in areas of the municipality in need of rehabilitation. The intended purpose of this Chapter is to promote the improvement and/or rehabilitation of existing residential structures within the Borough, which will promote long-term growth and redevelopment that will

positively impact the character and quality of life of the citizens of the Borough. This Chapter has been prepared in accordance with the “Five-Year Exemption and Abatement Law,” N.J.S.A. 40A:21-1, *et seq.*

Section 2. Definitions.

As used in this Chapter:

Abatement shall mean that portion of the assessed value of a property as it existed prior to construction, improvement, or conversion of a building or structure thereon, which is exempted from taxation pursuant to this Chapter.

Area in need of rehabilitation shall mean a portion or all of the Borough which has been determined to be an area in need of rehabilitation or redevelopment pursuant to the “Local Redevelopment and Housing Law.” P.L. 1992, c. 79 (C. 40A:12A-1, *et al.*), a “blighted area” as determined pursuant to the “Blighted Areas Act.” P.L. 1949, c. 187 (C. 40:55-21-1, *et seq.*), or which has been determined to be in need of rehabilitation pursuant to P.L. 1975, c. 104 (C. 54:4-3.72, *et seq.*), P.L. 1977, c.12 (C.54:4-3.95, *et seq.*) or P.L. 1979, c. 233 (C. 54:4-3.121, *et seq.*)

Assessor shall mean the Municipal Tax Assessor serving the Borough, who is charged with the duty of assessing real property for the purposes of general taxation.

Completion shall mean substantially ready for the intended use for which a building or structure is constructed, improved, or converted.

Condominium shall mean a property created or recorded as a condominium pursuant to the ‘Condominium Act,’ P.L. 1969, c. 257 (C. 46:8B-1, *et seq.*).

Construction shall mean the provision of a new residential dwelling by more than thirty (30%) percent, but shall not mean the conversion of an existing building or structure to another use.

Conversion or *conversion alteration* shall mean the alteration or renovation of nonresidential building or structure, or hotel, motel, motor hotel, or guest house, in such manner as to convert the building or structure from its previous use to use as a dwelling or multiple dwelling.

Cooperative shall mean a housing corporation or association, wherein the holder of a share or membership interest thereof is entitled to possess and occupy for dwelling purposes a house, apartment, or other unit of housing owned by the corporation or association, or to purchase a unit of housing owned by the corporation or association.

Cost shall mean, when used with respect to abatements to dwellings or multiple dwellings, only the cost or fair market value of direct labor and materials used in improving a multiple dwelling, or of converting another building or structure to a multiple dwelling, or of constructing a dwelling, or of converting another building or

structure to a dwelling, including any architectural, engineering, and contractor's fees associated therewith, as the owner of the property shall cause to be certified to the Borough Council by an independent and qualified architect, following completion of the project.

Dwelling shall mean a building or part of a building used, or to be used or held for use as a home or residence, including accessory buildings located on the same premises, together with the land upon which such building or buildings are erected and which may be necessary for the fair enjoyments thereof, but shall not mean any building or part of a building defined as a "multiple dwelling" pursuant to the "Hotel and Multiple Dwelling Law," P.L. 1967, c. 76 (C. 55:13A-1, *et seq.*). A dwelling shall include, as they are separately conveyed to individual owners, individual residences within a cooperative, if purchased separately by the occupants thereof, and individual residences within a horizontal property regime or a condominium, but shall not include "general common elements" or "common elements" of such horizontal property regime or condominium as defined pursuant to the "Horizontal Property Act," P.L. 1963, c. 168 (C. 46:8A-1, *et seq.*), or the "Condominium Act," P.L. 1969, c. 257 (C. 46:8B-1, *et seq.*), or of a cooperative, if the residential units are owned separately.

Exemption shall mean that portion of the assessor's full and true value of any improvement, conversion alteration, or construction not regarded as increasing the taxable value of a property pursuant to this Chapter.

Horizontal property regime shall mean a property submitted to a horizontal property regime pursuant to the "Horizontal Property Act," P.L. 1963, c. 168 (C. 46:8A-1, *et seq.*).

Improvement shall mean a modernization, rehabilitation, renovation, alteration or repair which produces a physical change in an existing building or structure that improves the safety, sanitation, decency or attractiveness of the building or structure as a place for human habitation or work, and which does not change its permitted use. In the case of a multiple dwelling, it includes only improvements which affect common areas or elements, or three (3) or more dwelling units within the multiple dwelling. In the case of a multiple dwelling or commercial or industrial structure, it shall not include ordinary painting, repairs, and replacement of maintenance items, or an enlargement of the volume of an existing structure by more than thirty (30%) percent. In no case shall it include the repair of fire or other damage to a property for which payment of a claim was received by any person from an insurance company at any time during the three (3) year period immediately preceding the filing of an application pursuant to this Act.

Multiple dwelling shall mean a building or structure meeting the definition of "Multiple Dwelling" set forth in the "Hotel and Multiple Dwelling Law," P.L. 1967 c. 76 (C. 55:13A-1, *et seq.*), and means for the purpose of improvement or construction the "General Common Elements" and "Common Elements" of a condominium, a cooperative, or a horizontal regime.

Section 3. Area in Need of Rehabilitation Declared.

The Borough Council hereby finds and declares that the entire area within the municipal boundaries of the Borough of Hightstown is an “area in need of rehabilitation” pursuant to the terms of this Chapter.

Section 4. Exemptions Authorized.

There is hereby authorized within the “area in need of rehabilitation” referenced above the ability of taxpayers to obtain exemption(s) from taxation as follows:

a. *Improvements to Existing Dwellings.*

1. An exemption from taxation is hereby authorized for improvements undertaken to existing dwellings within the Borough pursuant to the terms and conditions contained within this Chapter. For the purposes of this Chapter, the term “existing dwellings” shall not include the construction of new dwelling(s) on any property where the previous structure(s) or dwelling(s) on any property demolished in their entirety or where less than sixty (60%) percent of the original square footage remains.
2. Such exemption shall be permitted for improvements made to any existing dwelling that is more than twenty (20) years old.
3. Such exemption shall be authorized to the extent of the first twenty-five thousand (\$25,000.00) dollars in Assessor’s full and true value of improvements for each existing dwelling unit primarily and directly affected by the improvements.
4. The exemption shall last for a period of five (5) years, commencing with the first full tax year in which the improvements are completed.
5. Such exemption shall permit the improvements to not increase the value of the property notwithstanding the fact that the value of the property to which the improvements are made is increased thereby.
6. During the exemption period, the assessment on the property shall not be less than the assessment existing thereon immediately prior to the improvements, unless there is damage to the dwelling through action of the elements sufficient to warrant a reduction.

b. *Criteria for Exemption of Dwellings.*

Improvements to dwellings, newly constructed dwellings, conversion of nonresidential structures to dwellings, including unutilized public buildings to dwellings,

located within the Borough are eligible to receive a five-year exemption, as provided in this Chapter, upon meeting the following qualifications:

1. The dwelling must be twenty (20) years or older.
2. All real estate taxes and other municipal charges must be current.
3. The applicant must provide a Certificate of Occupancy or any other permit or approval required by the Borough.
4. The applicant must submit proof of ownership. Proof submitted must be current and valid at the time of submission.

Section 5. Determination of True Taxable Value by Assessor.

The Assessor shall determine, on October 1st of the year following the date of the completion of an improvement, the true taxable value thereof. The amount of tax to be paid for the first full tax year following completion shall be based on the assessed valuation of the improvement not allowed an exemption pursuant to this Chapter. The property shall continue to be treated in the appropriate manner for each of the five (5) full tax years subsequent to the original determination by the Assessor.

Section 6. Additional Improvements on Exempt Properties.

There is hereby authorized with the Borough the ability of taxpayers to obtain exemption(s) from taxation relating to any additional improvement(s) completed on a property granted a previous exemption pursuant to this Chapter during the period in which such previous exemption is in effect. As such, additional improvement(s) shall be entitled to an exemption just as if such property had not received a previous exemption. In such case, the additional improvement(s) shall be considered as separate for the purposes of calculating exemptions pursuant to this Chapter.

Section 7. Applications; Filing and Approval; Form.

No exemption shall be granted pursuant to this Chapter except upon written application therefor filed with and approved by the Borough Assessor. Every application shall be on a form prescribed by the Director of the Division of Taxation in the Department of Treasury, and provided for the use of claimants by the Borough, and shall be filed with the Assessor within thirty (30) days, including Saturdays and Sundays, following the completion of the improvement. Every application for exemption which is filed within the time specified shall be approved and allowed by the Assessor to the degree that the application is consistent with the provisions of this Chapter. The granting of an exemption shall be recorded and made a permanent part of the official tax records of the Borough, which records shall contain a notice of the termination date thereof.

Section 8. Applicability of Exemption to Tax Types.

The exemption of real property taxes provided pursuant to this Chapter shall apply to property taxes levied for municipal purposes, school purposes, fire district purposes, County government purposes and for the purpose of funding any other property tax exemption.

Section 9. Annual Property Tax Bills.

During the first year following adoption of this Chapter, an appropriate notice shall be included in the mailing of annual property tax bills to each taxpayer of the Borough notifying the public that tax exemptions may be permitted for the improvement and/or rehabilitation of existing residential structures within the Borough pursuant to the provisions of this Chapter. The notice shall advise the public that applications for exemption may be made immediately, but that such exemptions, if granted, shall not commence until the first full tax year following adoption.

Section 10. Annual Municipal Report.

The Borough Council shall report, on or before October 1st of each year, to the Director of the Division of Local Government Services in the Department of Community Affairs and to the Director of the Division of Taxation in the Department of Treasury the total amount of real property taxes exempted within the Borough in the current tax year for improvements to dwellings.

Section 11. Limitation on Exemptions.

No applications shall be filed with or granted by the Borough for exemption(s) pursuant to this Chapter to take initial effect for the 11th full tax year following the initial adoption of this Chapter, or to take initial effect for any tax year occurring thereafter, unless this Chapter has been readopted by the Borough Council prior to the said 11th tax year.

Section 12. Application of Chapter.

The provisions of this Chapter shall only apply to improvements undertaken pursuant to construction permits issued by the Borough, applications for which were submitted subsequent to the effective date of this Chapter.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED, that in the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect following final passage and publication in accordance with the law.

Introduced:

Adopted:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

DRAFT

Resolution 2015-_____

BOROUGH OF HIGHTSTOWN
 COUNTY OF MERCER
 STATE OF NEW JERSEY

DETERMINING AN AREA IN NEED OF REHABILITATION IN ACCORDANCE WITH N.J.S.A. 40A:12A-1, *et seq.*

WHEREAS, the New Jersey “Local Redevelopment and Housing Law,” N.J.S.A. 40A:12A-1, *et seq.* (the “Act”), provides that a delineated area of a municipality may be found and determined to be in need of rehabilitation if the governing body of the municipality determines, by Resolution, that a program of rehabilitation, as defined in N.J.S.A. 40A:12A-3, may be expected to prevent further deterioration and promote the overall development of the community; and

WHEREAS, in addition to the above finding, the governing body must determine that there exists within the delineated area any one (1) of the following conditions:

- (1) a significant portion of structures therein are in a deteriorated or substandard condition;
- (2) more than half of the housing stock in the delineated area is at least fifty (50) years old;
- (3) there is a pattern of vacancy, abandonment or underutilization of properties in the area;
- (4) there is a persistent arrearage of property tax payments on properties in the area;
- (5) environmental contamination is discouraging improvement and investment in properties in the area; or
- (6) a majority of the water and sewer infrastructure in the delineated area is at least fifty (50) years old and is in need of repair or substantial maintenance; and

WHEREAS, the Act provides that the finding of need for rehabilitation may extend to the entire area of a municipality; and

WHEREAS, the Act requires that, prior to adoption of the within Resolution, the governing body shall submit the same to the municipal planning board for its review and that the planning board shall, within forty-five (45) days of receipt of the proposed Resolution, submit its recommendations, including any modifications which it may recommend, to the governing body for its consideration; and

WHEREAS, the Mayor and Council of the Borough of Hightstown (the “Borough”) have determined that a program of rehabilitation within the Borough may reasonably be expected to prevent further deterioration of the existing residential housing stock within the Borough and that it will promote the overall development of the Borough; and

WHEREAS, the Mayor and Council have further found that at least one of the six (6) criteria referenced above exists within the community; and

WHEREAS, the Mayor and Borough Council therefore wish to declare the entire area of the Borough to be an “area in need of rehabilitation” pursuant to the Act; and

WHEREAS, in accordance with the Act, the Mayor and Borough Council have referred this matter to the Planning Board for its review and recommendation; and

WHEREAS, following said referral to the Planning Board, the Mayor and Borough Council now wish to formally declare that the entire area within the municipal boundaries of the Borough of Hightstown is an “area in need of rehabilitation” pursuant to the Act.

NOW, THEREFORE, BE AND IT IS HEREBY 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 entire area within the municipal boundaries of the Borough of Hightstown is hereby found and declared to be an “area in need of rehabilitation” pursuant to the terms of the Act.
2. That a certified a copy of this Resolution shall be provided to each of the following:
 - a. Hightstown Borough Planning Board
 - b. Gary S. Rosensweig, Esq., Planning Board Attorney
 - c. Tamara Lee, P.P., Borough Planner
 - d. Henry Underhill, Borough Administrator
 - e. Frederick C. Raffetto, Esq., Borough Attorney

CERTIFICATION

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

Debra L. Sopronyi
Borough Clerk

ORDINANCE 2015-XX

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

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 28, ENTITLED “ZONING” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY.”

BE IT ORDAINED by the Borough Council of the Borough of Hightstown, County of Mercer, New Jersey, that the Chapter 28, entitled “Zoning” of the “Revised General Ordinances of the Borough of Hightstown” is hereby amended to add a new Section, Clothing Bins, as follows:

SECTION 1: Purpose

The purpose of this ordinance is to accommodate clothing bins intended for charitable purposes only in appropriate locations, while protecting the public’s health, safety and welfare. In addition, this ordinance provides a permitting process for charitable clothing bins to ensure compliance with the provisions of the requirements and standards established herein.

SECTION 2: Add a Section to Chapter 28, Scope and Purpose, as follows:

Clothing Bins, Locations and Permits

Charitable clothing bins may be placed only in the following locations and under all applicable conditions:

At Hightstown Municipal parking lots (1 bin per site);

At church and other religious institution parking lots (1 bin per site);

At such other sites provided that bin placement meets all conditions herein (1 bin per site).

Notwithstanding any other provision to the contrary, following the adoption of this Ordinance, no person or entity shall place, use or employ a donation charitable clothing bin, for solicitation purposes, unless all of the following requirements are met:

A. The donation charitable clothing bin is owned by a charitable organization registered with the Attorney General for the State of New Jersey pursuant to P.L. 1994, c. 16 or any person or entity; and

B. The registered charitable organization or other person or entity owning and monitoring the clothing bin for charitable purposes only has obtained a permit valid for a period not to exceed one year, from the Borough Zoning Officer, in accordance with the following:

1. In applying for such permit, the registered charitable organization, person or entity shall include the following information, as a minimum.

a) The size of the clothing bin (enclosed and not larger than 6 feet by 6 feet) and the specific location where the bin will be situated, as precisely as possible;

b) The manner in which the charitable organization or other person or entity anticipates any clothing or donations collected via the bin would be used, sold or dispersed, and the method by which the proceeds of collected donations would be allocated or spent;

c) The name, address, and telephone number of the bona fide office of the applicant and of person or entity sharing or profiting from any clothing or other donations collected via the bin;

d) The schedule of pick-ups removing the articles from the bins, which shall be no less often than once per week, and the name and telephone number of the person or entity to be notified if the bin is overflowing prior to the scheduled date of pick-up; and

e) Written and notarized consent from the property owner, or the owners authorized representative, to place the bin on his/her/its property.

2. The Zoning Officer shall not approve an application and grant a permit to place, use, or employ a donation charitable clothing bin if he determines that the placement of the bin could constitute a safety hazard. Such hazards shall include, but are not limited to, the placement of a donation charitable clothing bin in existing parking spaces, in any area which interferes with pedestrian or vehicular traffic or access, obscures site visibility, hinders firefighting, violates any site plan approval applicable to the property, or is at a location which stores large amounts of, or sells, fuel or other flammable liquids or gasses.

3. The fee for the application for the permit shall be \$25.00.

4. All permits for a donation charitable clothing bin may be renewed by a charitable organization or other person or entity upon payment of the \$25.00 renewal fee and by application that shall include the following information:

a) The location where the bin is situated, as precisely as possible, and, if applicant intends to move it, the new location where the bin would be situated after the renewal is granted;

b) The manner in which the person or entity has used, sold or dispersed any clothing or other donations collected via the bin, the method by which the proceeds of collected donation have been allocated or spend, and any changes the person or entity anticipated it may make in these processes during the period covered by the renewal;

c) The name, address and telephone number of the bona fide office of the applicant and any person or entity which shared or profited from any clothing or other donations collected via the bin, and of any entities which may do so during the period covered by the renewal;

d) The schedule of pick-ups removing the articles from the bins, which can be no less often than once per week, and the name and telephone number of the person or entity to be notified if the bin is overflowing prior to the scheduled date of pick-up; and

e) Written and notarized consent from the property owner, or the owner's authorized representative, to place the bin on his/her/its property;

5. The following information shall be clearly, permanently and conspicuously written in either permanent paint or marker on the exterior of the donation charitable clothing bin:

a) The name and address of the registered charitable organization or person or entity owning the bin, and of any other person or entity which may share or profit from any clothing or other donations collected via the bin.

b) The telephone number of the organization's bona fide office and, if applicable, the telephone number of the bona fide office of any other person or entity which may share or profit from any clothing or other donations collected via the bin. The telephone number of an answering machine or service unrelated to the charitable organization does not satisfy this requirement.

c) The charitable organization or other person or entity's registration number, permit number and its date of expiration.

d) A statement, indicating the manner in which the charitable organization or other person or entity anticipated any clothing or other donations collected via the bin would be used, sold or dispersed, and the method by which the proceeds of collected donations would be allocated or spent.

6. Any clothing bin permitted hereunder shall be kept clean, properly painted, maintained, and shall be free of defects. Only clothing shall be deposited in a charitable clothing bin and no material shall be placed or stored on or outside of a clothing bin.

C. An enforcement official designated by the Borough Administrator, shall receive and investigate, within 30 days, all complaints about bins, and shall enforce this Ordinance.

1. Whenever it appears to the enforcement official that an entity, or person or entity has engaged in or is engaging in any act or practice in violation of this Ordinance, the organization or person or entity who placed the bin shall be issued a warning, stating that if the violation is not rectified or an appeal taken within 45 days, then the bin, any clothing or other donations collected via the bin will be sold at public auction. In addition to any other means used to notify the person or entity who placed the bin, a warning shall be affixed to the exterior of the bin itself, and the bin shall not be used until the violations are cured and the appeal is decided.

2. In the event that the person or entity or entity who placed the bin does not cure the violation or request a hearing before the Borough Administrator within 45 days of the posting of the warning, the Borough may seize the bin, remove it or have it removed, at the expense of the person or entity who placed the bin, and sell it at public auction, and otherwise dispose of any clothing or other donations collected via the bin, which proceeds shall be paid to the Borough's Chief Financial Officer.

3. In addition, any person or entity who violates any provision of PL 2007, C.209 shall be subject to a penalty for each violation as specified pursuant to PL 2107, C.209, of up to \$20,000 per violation and such other penalties or remedies permitted by law.

D. If any provision or portion of a provision of this Ordinance is held to be unconstitutional, preempted by Federal or State law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the Ordinance shall not be invalidated.

E. Within 6 months from the enactment of this Ordinance all existing charitable clothing bins shall meet all conditions of this Ordinance and shall obtain and display permits or be removed from their location by the person or entity placing the bin or shall be subject to removal by the Borough at the cost and expense of the person or entity placing or owning the bin. During the six month period, no additional charitable clothing bins may be placed in the Borough.

SECTION 3 Severability

The provisions of this Ordinance are severable, and the invalidity of any section, subdivision, paragraph or other wording in this Ordinance shall not affect the validity or effectiveness of the remainder of this Ordinance.

SECTION 4 Effective Date

This Ordinance shall take effect upon compliance with procedures prescribed by law, including NJSA 40:55D-97 of the Municipal Land Use Law (Submission of plan and ordinances to County Planning Board for approval).

Introduced:

Adopted:

ATTEST:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

DRAFT

Ordinance 2015-XX

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

AMENDING CHAPTER 7 ENTITLED “TRAFFIC”, SECTION 35 ENTITLED “HANDICAPPED PARKING”, OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN”

WHEREAS, the Borough Council finds that there is a need to amend Chapter 7, Sections 35 of the “Revised General Ordinances of the Borough of Hightstown” regarding handicapped parking; and

WHEREAS, the Police and Public Works Departments have determined that such changes in the ordinance is advantageous to the residents of the Borough.

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

Section 1. Chapter 7, “Traffic”, Section 35 “Handicapped Parking” is hereby amended as follows (underline for additions, strikethroughs for deletions):

Subsection 7-35-1 Handicapped Parking on Streets.

a. In accordance with the provisions of N.J.S.A. 39:4-197, the following on street locations are designated as handicapped parking places. Such spaces are for use by persons who have been issued special identification cards or plates or placards by the Division of Motor Vehicles, or a temporary placard issued by the Police Department. No other person shall be permitted to park in these places.

<i>Address</i>	<i># of Spaces</i>	<i>Location</i>
Westerlea Apartments, Building 5 Westerlea Avenue	1	Beginning at a point 55 feet south of GPU pole #JC748H and running 18 feet south along Westerlea Avenue

b. Handicapped Parking On Street for Private Residences. In accordance with the provisions of N.J.S.A. 39:4-197.6, the following on-street locations are designated as handicapped parking spaces in front of private residences occupied by handicapped persons. Such spaces are for use by persons who have been issued special identification cards or plates or placards by the Division of Motor Vehicles, or a temporary placard issued by the Police Department. No other person shall be permitted to park in these spaces.

Street	Location	Permit Number
120 Railroad Avenue	Beginning at a point approximately nineteen (19) feet south of utility pole no. JC180H on the west side of Railroad Avenue and running eighteen (18) feet south along Railroad Avenue.	P.H.K. 4616
231 Morrison	Beginning at a point one hundred and thirteen (113) feet	NJ handicapped

Avenue	from the southeast corner of the intersection of Morrison Avenue and Summit Street and running east approximately 18 feet therefrom along Morrison Avenue.	license plate #HE2758
155 Mechanic Street	Beginning at a point 32 feet north of utility pole #JC11H and running north approximately 20 feet therefrom along the southbound side of Mechanic Street	NJ handicapped placard #P484734

Residents requesting a handicapped parking space on a street for private residences shall do so in writing to the Borough Clerk. It shall be required that they provide a copy of their special identification cards or plates or placards by the Division of Motor Vehicles, or a temporary placard issued by the Police Department; and a current medical certification from a qualified physician stating the need for the parking space. Residents with driveways will not be issued a handicapped parking space in front of a private residence.

It will be required that all handicapped parking spaces on a street for private residences be renewed with the Borough Clerk on July 1, 2015 annually by presenting a copy of the special identification cards or plates or placards by the Division of Motor Vehicles, or a temporary placard issued by the Police Department; and a current medical certification from a qualified physician stating the need for the handicapped parking space. Any handicapped parking spaces on a street for private residences that is not updated by July 31, shall be void and the sign removed.

(Ord. No. 825 § 4; Ord. No. 1995-21 § 2; Ord. No. 1998-29 § 1; Ord. No. 1999-19 § 1; Ord. No. 2000-33; Ord. No. 2001-08; Ord. No. 2002-02; Ord. No. 2002-22)

Subsection 7-35-2 Handicapped Parking in Municipal Parking Lots and Board of Education Property.

In accordance with the provisions of N.J.S.A. 39:4-197, handicapped parking areas in municipal parking lots and Board of Education property are designated as set forth in Section 7-37.1(d) of the Revised General Ordinances of the Borough of Hightstown. (Ord. No. 2002-03)

Subsection 7-35-3 Handicapped Parking on Private Property Open to the Public and to Which the Public is Invited (Retail Business).

In accordance with the provisions of N.J.S.A. 40:48-2.46, the following off-street parking spaces are designated as handicapped parking areas. Such spaces are for use by persons who have been issued special identification cards, plates or placards by the Division of Motor Vehicles, or a temporary placard issued by the Police Department. No other person shall be permitted to park in these spaces.

Property	No. of Spaces	Location
		(Reserved)

In any space on public or private property appropriately marked for vehicles for the physically handicapped pursuant to N.J.S.A. 39:4-197.5, N.J.S.A. 52:27D-119 et seq., or any other applicable law unless the vehicle is authorized by law to be parked therein and a handicapped person is either the driver or a passenger in that vehicle. State, county, or municipal law enforcement officers or parking enforcement officers shall enforce the parking restrictions on spaces appropriately marked for vehicles for the physically handicapped on both public and private property.

No person shall move a vehicle not lawfully under his control into any such prohibited area or away from a curb such distance as is unlawful.

Subsection 7-35-4 Handicapped Parking on All Other Private Property.

In accordance with the provisions of N.J.S.A. 39:5A-1, the following off-street parking locations are designated as handicapped parking. Such spaces are for use by persons who have been issued special identification cards, plates or placards by the Division of Motor Vehicles, or a temporary placard issued by the Police Department. No other person shall be permitted to park in these spaces.

Property	No. of Spaces	Location*
(New)		(Reserved)

* **Editor's Note:** All sketches are on file in the office of the Municipal Clerk.

Subsection 7-35-5 Signs, Pavement Markings, Installation and Maintenance.

The owners of the premises or individual for whom the parking space is being installed referred to in subsection 7-35.1 shall have provided and installed by the Borough Public Works Department, signs for each parking space reserved for the use of handicapped persons, which signs shall be in accordance with the manual on Uniform Traffic Control Devices. The cost of procurement and installation of the signs shall be the responsibility of the owners of the premises or the individual for whom the parking space is being installed. The owners of the premises or the individual for whom the parking space is being installed shall be financially responsible to the Borough for the initial procurement and installation, and the maintenance of such signs in good condition at no cost or expense to the Borough of Hightstown. The owners of the premises or the individual for whom the parking space is being installed shall be financially responsible for the repair and restoration or replacement of same. Payment for said procurement and installations shall be paid in advance of the procurement and installation of handicapped parking signs.

The owners of the premises referred to in subsection 7-35.3 and 7-35.4 shall provide and install signs and pavement markings for each parking space reserved for the use of handicapped persons, which signs and markings shall be in accordance with the manual on Uniform Traffic Control Devices. The cost of procurement and installation of the signs and pavement markings shall be the responsibility of the owner of said property. The owner shall subsequent to initial procurement and installation, maintain such signs and pavement markings in good condition at no cost or expense to the Borough of Hightstown. The owner shall be responsible for the repair and restoration or replacement of same. (New)

Subsection 7-35-6 Penalty for Violation.

Pursuant to P.L. 2003, C 161, the penalties for violations of this Section 7-35 shall be a fine of two hundred fifty (\$250.00) dollars for a first offense, and for subsequent offenses, shall be a fine of at least two hundred fifty (\$250.00) dollars and up to ninety (90) days community service on such terms and in such form as the Court shall deem appropriate, or any combination thereof. (Ord. No. 2003-34)

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.

Introduction:

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

To: Henry Underhill

From: Lt. Frank Gendron

Date: 09/30/2015

Reference: Crosswalk on Rogers Avenue

Mr. Underhill,

This is in response to your question about the use of the crosswalk on Rogers Avenue between 131 Rogers Avenue and 144 Rogers Avenue and also complaints of speeding on that section of roadway. When I spoke with Ken Lewis, he advised me that it appears the crosswalk was not installed or approved by the borough and that it does not meet current safety and handicap requirements. I also have a concern about the crosswalk location on Rogers Avenue for westbound traffic. The crosswalk is located in a section of the roadway where vehicles traveling westbound on Rogers Avenue have an obstructed view of pedestrians entering the crosswalk near 131 Rogers Avenue. Based on this, it is my recommendation that pedestrians no longer use this crosswalk and that they utilize the borough approved crosswalk at the intersection of Rogers Avenue and Railroad Avenue. It is also my recommendation that the borough install additional reflective pedestrian crossing signs at this intersection.

Between September 11th and September 18th, the police department conducted a traffic study on Rogers Avenue in the area of 131 and 144 Rogers Avenue. This study was conducted to monitor the speed and volume of traffic on this section of the roadway. During this time frame a total of 20,557 vehicles traveled on this section of roadway (11,695 in the eastbound lane and 8,862 in the westbound lane). This study also determined that the average speed for vehicles traveling in the eastbound lane is 19 MPH and the average speed for vehicles traveling in the westbound lane is 16 MPH. The study also determined that the 4.8 % of the vehicles traveling on this section of roadway are traveling at speeds above the enforcement tolerance.

Based on the results of this study, I will have officers conduct speed enforcement details on random dates and during the suggested best time for enforcement during the next two weeks.

Hightstown Police Department

415A Mercer Street
 Hightstown New Jersey 08520
 609-448-1234

Speed Enforcement Evaluator

Location:
**Rogers Avenue crosswalk
 by Highstown Housing
 Authority**

**Total Percentage of
 Enforceable Violations**

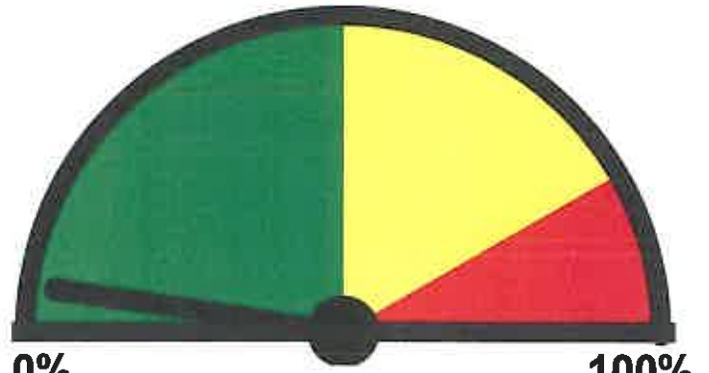
Closest Cross Street:
 Railroad Avenue

Analysis Dates:
 Friday, September 11, 2015
 Friday, September 18, 2015

Equipment Used:
 Jamar Radar Recorder

Installed By:
 Lt. Frank Gendron

Requested By:



0% 100%
Posted Speed Limit: 25 MPH
Enforcement Tolerance: 5 MPH
Enforcement Limit: 31 MPH & Up
Percentage Above Limit: 4.8%
Enforcement Rating: LOW



Combined

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
1	124	958	2705	9391	6160	891	76	8	0	0	0	0	1

85 percentile = 27

East Bound

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
1	78	240	1202	5494	3895	608	57	6	0	0	0	0	1

85 percentile = 27

West Bound

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
0	46	718	1503	3897	2265	283	19	2	0	0	0	0	0

85 percentile = 26

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Best Times for Enforcement

Location: Rogers Avenue	Sun	Combined: 2 PM to 3 PM Lane1: 2 PM to 3 PM Lane2: 10 AM to 11 AM
Closest Cross Street: Railroad Avenue	Mon	Combined: 7 AM to 8 AM Lane1: 3 PM to 4 PM Lane2: 7 AM to 8 AM
Analysis Dates: Friday, September 11, 2015 Friday, September 18, 2015	Tue	Combined: 3 PM to 4 PM Lane1: 5 PM to 6 PM Lane2: 3 PM to 4 PM
Equipment Used: Jamer Radar Counter	Wed	Combined: 3 PM to 4 PM Lane1: 3 PM to 4 PM Lane2: 8 AM to 9 AM
Installed By: Lt. Frank Gendron	Thu	Combined: 7 AM to 8 AM Lane1: Noon to 1 PM Lane2: 7 AM to 8 AM
Requested By:	Fri	Combined: 5 PM to 6 PM Lane1: 5 PM to 6 PM Lane2: 7 AM to 8 AM
	Sat	Combined: 7 AM to 8 AM Lane1: 7 AM to 8 AM Lane2: 4 PM to 5 PM

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East Bound	1	21	23	25	27	29	31	33	35	37	39	41	43	45	Total	Pace Speed	Number in Pace
Start Time	20	22	24	26	28	30	32	34	36	38	40	42	44	999			
09/11/15	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	30	19	52	35	31	23	4	4	0	0	0	0	0	0	198	21-30	83
16:00	18	20	39	39	25	16	6	2	2	0	0	0	0	0	167	20-29	79
17:00	20	11	39	32	38	10	13	7	0	3	1	0	0	0	174	20-29	79
18:00	20	23	33	27	16	15	4	0	3	0	0	0	0	0	141	17-26	62
19:00	20	15	31	22	17	5	8	0	2	0	0	0	0	0	120	18-27	49
20:00	19	22	25	21	7	5	2	0	0	0	0	0	0	0	101	17-26	46
21:00	17	3	9	14	5	2	0	2	0	0	0	0	0	0	52	6-15	26
22:00	3	14	9	11	9	2	0	1	0	0	0	0	0	0	49	18-27	28
23:00	1	2	4	2	2	1	0	0	0	0	0	0	0	0	12	19-28	7
Total	148	129	241	203	150	79	37	16	7	3	1	0	0	0	1014		
Percent	14.6%	12.7%	23.8%	20.0%	14.8%	7.8%	3.6%	1.6%	0.7%	0.3%	0.1%	0.0%	0.0%	0.0%			
AM Peak Vol.																	
PM Peak Vol.	15:00	18:00	15:00	16:00	17:00	15:00	17:00	17:00	18:00	17:00	17:00				15:00		
	30	23	52	39	38	23	13	7	3	3	1				198		

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Start Time	20	22	24	26	28	30	32	34	36	38	40	42	44	999		Speed	in Pace
09/12/15	5	0	2	1	5	0	0	0	0	0	0	0	0	0	13	7-16	7
01:00	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2	14-23	1
02:00	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	19-28	2
03:00	0	1	3	1	0	0	1	0	0	0	0	0	0	0	6	19-28	4
04:00	3	1	0	1	0	0	0	0	0	0	0	0	0	0	5	3-12	3
05:00	8	3	4	4	0	0	0	0	0	0	0	0	0	0	19	8-17	10
06:00	2	3	4	3	5	2	3	1	1	0	0	0	0	0	24	23-32	10
07:00	15	6	9	26	23	15	8	2	0	0	0	0	0	0	104	23-32	45
08:00	2	11	20	20	10	9	1	3	0	0	0	0	0	0	76	20-29	48
09:00	14	16	22	29	22	10	5	0	1	0	0	0	0	0	119	20-29	55
10:00	15	28	31	40	27	8	1	5	0	0	0	0	0	0	155	19-28	80
11:00	9	20	35	42	19	13	6	0	1	0	0	0	0	0	145	19-28	82
12 PM	18	20	28	31	11	10	4	4	0	0	0	0	0	0	126	18-27	57
13:00	15	23	29	33	16	10	1	1	0	1	0	0	0	0	129	18-27	64
14:00	16	21	39	30	13	8	8	1	0	0	0	0	0	0	136	18-27	67
15:00	30	19	19	17	13	9	1	0	2	0	0	0	0	0	110	8-17	50
16:00	16	15	19	19	20	10	2	2	0	0	0	0	0	0	103	20-29	42
17:00	16	16	20	23	15	4	2	2	0	0	0	0	0	0	98	19-28	42
18:00	17	5	17	17	13	9	3	3	0	0	0	0	0	0	84	6-15	34
19:00	11	13	23	16	7	3	2	1	1	1	0	0	1	0	79	18-27	37
20:00	14	5	14	12	3	5	1	2	0	0	0	0	0	0	56	7-16	25
21:00	13	11	19	14	3	1	0	0	0	0	0	0	0	0	61	17-26	28
22:00	10	4	6	6	3	2	1	0	0	0	0	0	0	0	32	8-17	15
23:00	1	3	5	4	0	1	0	0	0	0	0	0	0	0	14	17-26	9
Total	251	245	369	389	229	129	50	27	6	2	0	0	1	0	1698		
Percent	14.8%	14.4%	21.7%	22.9%	13.5%	7.6%	2.9%	1.6%	0.4%	0.1%	0.0%	0.0%	0.1%	0.0%			
AM Peak	07:00	10:00	11:00	11:00	10:00	07:00	07:00	10:00	06:00						10:00		
Vol.	15	28	35	42	27	15	8	5	1						155		
PM Peak	15:00	13:00	14:00	13:00	16:00	12:00	14:00	12:00	15:00	13:00			19:00		14:00		
Vol.	30	23	39	33	20	10	8	4	2	1			1		136		

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Start Time	20	22	24	26	28	30	32	34	36	38	40	42	44	999		Speed	in Pace
09/13/15	5	0	1	2	1	0	0	0	0	0	0	0	0	0	9	6-15	6
01:00	0	3	1	1	0	0	0	0	0	0	0	0	0	0	5	13-22	4
02:00	3	2	0	3	1	0	1	0	0	0	0	0	0	1	11	6-15	5
03:00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	10-19	1
04:00	2	0	2	0	0	0	0	0	0	0	0	0	0	0	4	9-18	2
05:00	0	3	1	2	2	1	1	0	0	0	0	0	0	0	10	19-28	6
06:00	5	5	6	6	4	0	0	1	0	0	0	0	0	0	27	17-26	12
07:00	23	7	3	3	2	0	0	0	0	0	0	0	0	0	38	8-17	22
08:00	56	8	3	0	0	0	0	0	0	0	0	0	0	0	67	6-15	44
09:00	20	6	6	4	15	2	2	0	0	0	0	0	0	0	55	7-16	28
10:00	9	7	16	17	11	2	3	1	0	0	0	0	0	0	66	19-28	31
11:00	19	14	20	19	21	5	2	0	0	0	0	0	0	0	100	19-28	40
12 PM	11	22	18	25	19	7	4	0	0	0	0	0	0	0	106	19-28	52
13:00	13	15	16	23	15	7	7	0	0	0	0	0	0	0	96	18-27	42
14:00	16	22	22	34	19	10	7	1	1	0	0	0	0	0	132	18-27	61
15:00	10	7	23	30	14	3	2	0	0	0	0	0	0	0	89	20-29	47
16:00	9	14	24	19	17	7	5	1	1	0	0	0	0	0	97	20-29	48
17:00	8	10	22	17	6	6	5	1	0	0	0	0	0	0	75	18-27	37
18:00	5	8	9	19	14	3	4	0	0	0	0	0	0	0	62	20-29	33
19:00	15	11	13	13	11	4	2	2	0	0	0	0	0	0	71	9-18	29
20:00	3	7	18	8	5	2	1	0	0	0	0	0	0	0	44	19-28	26
21:00	9	4	6	4	5	1	1	0	0	0	0	0	0	0	30	8-17	14
22:00	6	4	2	5	3	3	1	1	0	0	0	0	0	0	25	7-16	11
23:00	0	3	4	1	0	0	0	0	0	0	0	0	0	0	8	16-25	7
Total	249	182	236	255	185	63	48	8	2	0	0	0	0	1	1229		
Percent	20.3%	14.8%	19.2%	20.7%	15.1%	5.1%	3.9%	0.7%	0.2%	0.0%	0.0%	0.0%	0.0%	0.1%			
AM Peak	08:00	11:00	11:00	11:00	11:00	11:00	10:00	06:00						02:00	11:00		
Vol.	56	14	20	19	21	5	3	1						1	100		
PM Peak	14:00	12:00	16:00	14:00	12:00	14:00	13:00	19:00	14:00						14:00		
Vol.	16	22	24	34	19	10	7	2	1						132		

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Start Time	20	22	24	26	28	30	32	34	36	38	40	42	44	999		Speed	in Pace
09/14/15	3	0	1	0	0	0	0	0	0	0	0	0	0	0	4	4-13	3
01:00	0	0	1	0	2	0	0	0	0	0	0	0	0	0	3	20-29	3
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	1	1	1	0	0	0	0	0	0	0	0	0	0	3	19-28	2
05:00	3	0	2	3	0	0	0	0	0	0	0	0	0	0	8	8-17	4
06:00	5	2	12	6	4	0	0	0	0	0	0	0	0	0	29	20-29	13
07:00	14	5	10	17	14	9	8	1	0	1	0	0	0	0	79	7-16	30
08:00	10	11	10	24	10	5	5	4	1	0	0	0	0	0	80	18-27	35
09:00	8	9	14	29	8	11	3	2	0	1	0	0	0	0	85	21-30	42
10:00	12	11	24	24	11	5	0	0	1	0	0	0	0	0	88	19-28	42
11:00	14	13	22	17	8	8	1	2	2	0	0	0	0	0	87	17-26	37
12 PM	3	23	27	29	9	7	2	1	2	0	0	0	0	0	103	18-27	67
13:00	14	19	21	29	19	6	5	5	0	0	0	0	0	0	118	19-28	55
14:00	11	9	27	18	24	14	6	2	0	0	0	0	0	0	111	22-31	55
15:00	17	20	31	32	24	13	8	3	3	1	0	0	0	0	152	20-29	68
16:00	20	11	28	27	18	22	9	2	1	1	0	0	0	0	139	22-31	57
17:00	15	10	24	40	37	24	7	5	1	0	0	0	0	0	163	22-31	86
18:00	12	13	31	35	21	3	3	0	0	0	0	0	0	0	118	19-28	64
19:00	6	19	23	12	13	5	1	0	0	0	0	0	0	0	79	17-26	44
20:00	5	23	11	10	4	0	0	0	0	0	0	0	0	0	53	14-23	34
21:00	6	4	11	9	6	3	2	1	0	0	0	0	0	0	42	20-29	18
22:00	4	6	9	5	1	2	2	0	0	0	0	0	0	0	29	17-26	14
23:00	1	1	5	2	1	4	0	0	0	0	0	0	0	0	14	22-31	9
Total	183	210	345	369	234	141	62	28	11	4	0	0	0	0	1587		
Percent	11.5%	13.2%	21.7%	23.3%	14.7%	8.9%	3.9%	1.8%	0.7%	0.3%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	11:00	10:00	09:00	07:00	09:00	07:00	08:00	11:00	07:00					10:00		
Vol.	14	13	24	29	14	11	8	4	2	1					88		
PM Peak	16:00	12:00	15:00	17:00	17:00	17:00	16:00	13:00	15:00	15:00					17:00		
Vol.	20	23	31	40	37	24	9	5	3	1					163		

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Start Time	20	22	24	26	28	30	32	34	36	38	40	42	44	999		Speed	in Pace
09/15/15	1	1	1	1	0	1	0	0	0	0	0	0	0	0	5	17-26	2
01:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	19-28	1
02:00	0	1	1	2	0	1	0	0	0	0	0	0	0	0	5	18-27	4
03:00	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2	14-23	1
04:00	4	0	3	0	0	0	0	0	0	0	0	0	0	0	7	8-17	4
05:00	2	1	9	2	0	0	0	0	0	0	0	0	0	0	14	16-25	8
06:00	2	6	5	12	6	1	3	0	0	0	0	0	0	0	35	19-28	20
07:00	3	4	10	22	17	7	4	4	1	0	0	2	0	0	74	22-31	46
08:00	12	10	20	15	16	12	3	1	3	0	0	0	0	0	92	21-30	39
09:00	12	7	16	22	10	5	4	2	0	0	0	0	0	0	78	19-28	33
10:00	14	10	20	15	11	5	2	1	0	0	0	0	0	0	78	19-28	31
11:00	15	14	16	25	17	9	1	0	0	1	0	0	0	0	98	19-28	42
12 PM	8	17	21	21	33	9	4	0	0	0	0	0	1	0	114	20-29	63
13:00	12	21	28	27	19	9	3	2	2	0	0	0	0	0	123	19-28	61
14:00	17	16	23	21	26	8	2	3	1	0	0	0	0	0	117	20-29	50
15:00	10	20	24	28	23	8	4	6	1	1	0	0	0	0	125	19-28	63
16:00	32	18	12	28	36	12	1	6	2	1	0	0	0	0	148	7-16	61
17:00	24	17	30	35	16	19	16	1	1	0	0	0	0	0	159	18-27	61
18:00	12	14	35	40	33	12	3	3	0	0	0	0	0	0	152	20-29	85
19:00	16	14	23	26	19	8	4	3	0	1	0	0	0	0	114	19-28	49
20:00	24	12	13	11	6	3	1	2	0	0	0	0	0	0	72	8-17	35
21:00	9	4	17	14	6	1	0	0	0	0	0	0	0	0	51	18-27	23
22:00	9	8	5	5	3	0	0	0	0	0	0	0	0	0	30	12-21	14
23:00	4	1	8	3	2	0	0	0	0	0	0	0	0	0	18	6-15	8
Total	243	217	340	375	300	130	55	34	11	4	0	2	1	0	1712		
Percent	14.2%	12.7%	19.9%	21.9%	17.5%	7.6%	3.2%	2.0%	0.6%	0.2%	0.0%	0.1%	0.1%	0.0%			
AM Peak	11:00	11:00	08:00	11:00	07:00	08:00	07:00	07:00	08:00	11:00		07:00			11:00		
Vol.	15	14	20	25	17	12	4	4	3	1		2			98		
PM Peak	16:00	13:00	18:00	18:00	16:00	17:00	17:00	15:00	13:00	15:00			12:00		17:00		
Vol.	32	21	35	40	36	19	16	6	2	1			1		159		

Hightstown Police Department
415A Mercer Street
Hightstown, NJ 08520
609-448-1234

Date Start: 11-Sep-15
 Date End: 18-Sep-15
 Station ID:
 Latitude: 0' 0.000 South
 Longitude: 0' 0.000 East

Police@HightstownPD.Org

East Bound	1	21	23	25	27	29	31	33	35	37	39	41	43	45	Total	Pace	Number
Start Time	20	22	24	26	28	30	32	34	36	38	40	42	44	999		Speed	in Pace
09/16/15	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	17-26	1
01:00	0	3	1	0	1	0	0	0	0	0	0	0	0	0	5	13-22	4
02:00	0	2	0	1	0	0	0	0	0	0	0	0	0	0	3	18-27	2
03:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	17-26	2
04:00	1	2	2	2	1	0	0	0	0	0	0	0	0	0	8	19-28	4
05:00	4	1	0	6	0	0	0	0	0	0	0	0	0	0	11	5-14	6
06:00	6	2	7	13	8	4	2	1	0	0	0	0	0	0	43	23-32	19
07:00	11	15	15	19	16	12	9	0	1	0	0	0	0	0	98	19-28	42
08:00	8	15	11	28	15	10	2	1	0	0	0	0	0	0	90	20-29	45
09:00	22	21	23	15	11	2	1	0	0	1	0	0	0	0	96	9-18	42
10:00	10	8	13	16	7	6	0	2	1	3	0	0	0	0	66	18-27	27
11:00	11	16	28	15	17	4	1	1	0	0	1	0	0	0	94	19-28	46
12 PM	6	17	25	18	18	7	1	1	0	0	0	0	0	0	93	19-28	53
13:00	13	18	28	19	18	9	3	2	0	0	0	0	0	0	110	19-28	51
14:00	12	21	42	29	24	6	5	2	0	0	0	0	0	0	141	19-28	76
15:00	8	18	38	33	24	6	7	2	10	2	0	0	0	0	148	19-28	82
16:00	21	18	22	29	35	15	2	4	1	1	0	0	0	0	148	20-29	63
17:00	7	21	33	42	40	11	10	3	0	1	0	0	0	0	168	20-29	102
18:00	20	22	47	28	20	20	2	2	1	0	0	0	0	0	162	18-27	74
19:00	24	18	26	25	18	8	2	1	1	0	0	0	0	0	123	8-17	49
20:00	16	19	28	28	9	5	1	2	0	0	0	0	0	0	108	17-26	52
21:00	5	15	14	11	8	3	1	0	0	0	0	0	0	0	57	17-26	32
22:00	3	9	2	2	0	0	0	0	0	0	0	0	0	0	16	14-23	11
23:00	1	0	5	2	5	0	1	0	0	0	0	0	0	0	14	23-32	10
Total	209	281	411	383	295	128	50	24	15	8	1	0	0	0	1805		
Percent	11.6%	15.6%	22.8%	21.2%	16.3%	7.1%	2.8%	1.3%	0.8%	0.4%	0.1%	0.0%	0.0%	0.0%			
AM Peak	09:00	09:00	11:00	08:00	11:00	07:00	07:00	10:00	07:00	10:00	11:00					07:00	
Vol.	22	21	28	28	17	12	9	2	1	3	1				98		
PM Peak	19:00	18:00	18:00	17:00	17:00	18:00	17:00	16:00	15:00	15:00						17:00	
Vol.	24	22	47	42	40	20	10	4	10	2					168		

Hightstown Police Department
415A Mercer Street
Hightstown, NJ 08520
609-448-1234

Date Start: 11-Sep-15
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 Latitude: 0' 0.000 South
 Longitude: 0' 0.000 East

Police@HightstownPD.Org

East Bound	1	21	23	25	27	29	31	33	35	37	39	41	43	45	Total	Pace	Number
Start Time	20	22	24	26	28	30	32	34	36	38	40	42	44	999		Speed	in Pace
09/17/15	1	1	1	4	0	0	0	0	0	0	0	0	0	0	7	17-26	4
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	17-26	1
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	1	1	1	0	0	0	0	0	0	0	0	0	0	0	3	10-19	2
05:00	4	1	1	6	2	1	0	0	0	0	0	0	0	0	15	5-14	7
06:00	5	5	14	8	6	3	1	1	0	0	0	0	0	0	43	18-27	21
07:00	10	8	13	8	20	10	4	3	2	0	0	0	1	0	79	21-30	32
08:00	10	10	16	16	15	13	3	3	1	0	1	0	0	0	88	21-30	39
09:00	4	9	12	15	13	15	3	1	1	0	0	0	0	0	73	22-31	40
10:00	8	13	14	19	3	9	2	0	0	0	0	0	0	0	68	17-26	34
11:00	18	19	26	17	6	10	2	0	0	0	0	0	0	0	98	16-25	44
12 PM	10	10	17	25	23	11	6	7	2	0	0	0	0	0	111	21-30	53
13:00	16	21	27	25	21	10	4	1	0	0	2	0	0	0	127	19-28	57
14:00	9	17	26	24	24	6	3	2	0	0	0	0	0	0	111	19-28	60
15:00	15	13	33	35	34	14	7	5	0	0	0	0	0	0	156	21-30	79
16:00	15	14	30	34	31	25	7	1	0	0	0	0	0	0	157	22-31	80
17:00	19	32	37	39	32	26	7	4	0	0	0	0	0	0	196	20-29	92
18:00	8	28	24	41	23	7	8	3	0	0	0	0	0	0	142	19-28	80
19:00	21	28	29	16	14	3	0	1	0	0	0	0	0	0	112	15-24	54
20:00	20	20	15	10	7	3	0	0	1	0	0	0	0	0	76	13-22	35
21:00	13	11	13	9	10	2	1	0	0	0	0	0	0	0	59	8-17	25
22:00	9	4	1	12	3	1	0	0	0	0	0	0	0	0	30	8-17	14
23:00	4	4	3	3	2	0	0	0	0	0	0	0	0	0	16	15-24	7
Total	220	269	353	367	289	169	58	32	7	0	3	0	1	0	1768		
Percent	12.4%	15.2%	20.0%	20.8%	16.3%	9.6%	3.3%	1.8%	0.4%	0.0%	0.2%	0.0%	0.1%	0.0%			
AM Peak	11:00	11:00	11:00	10:00	07:00	09:00	07:00	07:00	07:00		08:00		07:00		11:00		
Vol.	18	19	26	19	20	15	4	3	2		1		1		98		
PM Peak	19:00	17:00	17:00	18:00	15:00	17:00	18:00	12:00	12:00		13:00				17:00		
Vol.	21	32	37	41	34	26	8	7	2		2				196		

Hightstown Police Department
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Date Start: 11-Sep-15
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East Bound	1	21	23	25	27	29	31	33	35	37	39	41	43	45	Total	Pace	Number
Start Time	20	22	24	26	28	30	32	34	36	38	40	42	44	999		Speed	in Pace
09/18/15	1	3	1	0	0	0	0	0	0	0	0	0	0	0	5	16-25	3
01:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	15-24	2
02:00	0	0	1	1	0	2	0	0	0	0	0	0	0	0	4	21-30	4
03:00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	10-19	1
04:00	3	1	0	1	0	0	0	0	0	0	0	0	0	0	5	3-12	3
05:00	3	4	5	2	1	0	0	0	0	0	0	0	0	0	15	15-24	8
06:00	11	7	10	8	9	4	2	0	1	0	0	0	0	0	52	9-18	21
07:00	5	7	22	27	18	5	6	1	1	0	0	1	0	0	93	20-29	56
08:00	17	19	26	26	12	6	0	1	0	0	0	0	0	0	107	18-27	49
09:00	18	12	18	18	8	6	4	0	1	0	0	0	0	0	85	8-17	35
10:00	16	19	15	16	8	7	1	1	0	0	0	0	0	0	83	13-22	37
11:00	18	18	21	31	16	11	0	1	1	0	0	0	0	0	117	18-27	51
12 PM	12	17	8	22	26	4	10	2	1	0	0	0	0	0	102	20-29	44
13:00	17	8	19	20	15	4	9	2	2	0	0	0	0	0	96	7-16	36
14:00	9	23	25	27	20	6	2	0	2	0	0	0	0	0	114	18-27	62
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	132	138	173	199	133	55	34	8	9	0	0	1	0	0	882		
Percent	15.0%	15.6%	19.6%	22.6%	15.1%	6.2%	3.9%	0.9%	1.0%	0.0%	0.0%	0.1%	0.0%	0.0%			
AM Peak	09:00	08:00	08:00	11:00	07:00	11:00	07:00	07:00	06:00			07:00			11:00		
Vol.	18	19	26	31	18	11	6	1	1			1			117		
PM Peak	13:00	14:00	14:00	14:00	12:00	14:00	12:00	12:00	13:00						14:00		
Vol.	17	23	25	27	26	6	10	2	2						114		
Total	1635	1671	2468	2540	1815	894	394	177	68	21	5	3	3	1	11695		
Percent	14.0%	14.3%	21.1%	21.7%	15.5%	7.6%	3.4%	1.5%	0.6%	0.2%	0.0%	0.0%	0.0%	0.0%			

15th Percentile : 8 MPH
 50th Percentile : 18 MPH
 85th Percentile : 26 MPH
 95th Percentile : 29 MPH

Stats
 10 MPH Pace Speed : 19-28 MPH
 Number in Pace : 5095
 Percent in Pace : 43.6%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%
 Mean Speed(Average) : 19 MPH

Hightstown Police Department
415A Mercer Street
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609-448-1234

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West Bound	1	21	23	25	27	29	31	33	35	37	39	41	43	45	Total	Pace	Number
Start Time	20	22	24	26	28	30	32	34	36	38	40	42	44	999		Speed	in Pace
09/11/15	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	24	14	23	23	6	8	2	0	1	0	0	0	0	0	101	8-17	43
16:00	29	11	24	24	17	7	4	0	0	0	0	0	0	0	116	7-16	51
17:00	29	27	26	18	10	10	1	4	0	0	0	0	0	0	125	10-19	55
18:00	28	14	24	31	19	5	2	2	0	1	0	0	0	0	126	8-17	52
19:00	26	21	12	32	9	6	0	1	0	0	0	0	0	0	107	8-17	47
20:00	21	26	10	13	8	5	0	0	0	0	0	0	0	0	83	13-22	41
21:00	8	10	14	16	3	2	1	0	0	0	0	0	0	0	54	17-26	27
22:00	9	8	7	12	5	4	0	0	0	0	0	0	0	0	45	18-27	18
23:00	7	4	0	0	0	0	0	0	0	0	0	0	0	0	11	10-19	6
Total	181	135	140	169	77	47	10	7	1	1	0	0	0	0	768		
Percent	23.6%	17.6%	18.2%	22.0%	10.0%	6.1%	1.3%	0.9%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%			
AM Peak																	
Vol.																	
PM Peak	16:00	17:00	17:00	19:00	18:00	17:00	16:00	17:00	15:00	18:00					18:00		
Vol.	29	27	26	32	19	10	4	4	1	1				126			

**Hightstown Police Department
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Longitude: 0' 0.000 East

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West Bound	1	21	23	25	27	29	31	33	35	37	39	41	43	45	Total	Pace Speed	Number in Pace
Start Time	20	22	24	26	28	30	32	34	36	38	40	42	44	999			
09/12/15	1	0	0	2	0	0	0	0	0	0	0	0	0	0	3	5-14	2
01:00	1	0	0	1	0	0	0	0	0	0	0	0	0	0	2	9-18	1
02:00	1	2	0	0	0	0	0	0	0	0	0	0	0	0	3	9-18	2
03:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	15-24	2
04:00	2	0	0	0	0	1	0	0	2	0	0	0	0	0	5	4-13	3
05:00	2	1	1	1	0	0	0	0	0	0	0	0	0	0	5	6-15	3
06:00	4	2	10	8	2	0	1	0	0	0	0	0	0	0	27	19-28	13
07:00	12	6	10	11	9	5	4	1	0	0	0	0	0	0	58	9-18	23
08:00	16	7	10	14	6	3	1	2	0	0	0	0	0	0	59	7-16	27
09:00	26	14	12	14	11	7	1	1	0	0	0	0	0	0	86	8-17	41
10:00	32	11	26	18	5	5	1	0	0	0	0	0	0	0	98	7-16	48
11:00	19	19	17	17	13	3	3	1	1	0	1	0	0	0	94	14-23	39
12 PM	34	17	25	16	21	8	2	1	0	0	0	0	0	0	124	8-17	56
13:00	39	12	16	19	13	3	3	1	1	0	0	0	0	0	107	7-16	55
14:00	47	12	28	12	21	4	1	2	0	1	0	0	0	0	128	6-15	66
15:00	28	24	17	21	3	9	2	0	2	0	0	0	0	0	106	10-19	48
16:00	28	17	14	12	12	10	2	5	2	0	0	0	0	0	102	9-18	46
17:00	32	10	14	23	9	6	4	4	1	0	0	0	0	0	103	7-16	50
18:00	31	22	5	7	14	7	2	1	0	0	0	0	0	0	89	8-17	44
19:00	20	19	10	9	12	3	2	0	0	0	0	0	0	0	75	10-19	35
20:00	17	11	12	8	4	2	0	0	0	0	0	0	0	0	54	7-16	26
21:00	18	9	5	4	0	0	0	0	0	0	0	0	0	0	36	7-16	20
22:00	14	7	10	8	6	2	0	0	1	0	0	0	0	0	48	8-17	22
23:00	4	1	2	1	1	0	0	0	0	0	0	0	0	0	9	4-13	5
Total	428	223	246	226	162	78	29	19	10	1	1	0	0	0	1423		
Percent	30.1%	15.7%	17.3%	15.9%	11.4%	5.5%	2.0%	1.3%	0.7%	0.1%	0.1%	0.0%	0.0%	0.0%			
AM Peak	10:00	11:00	10:00	10:00	11:00	09:00	07:00	08:00	04:00		11:00				10:00		
Vol.	32	19	26	18	13	7	4	2	2		1				98		
PM Peak	14:00	15:00	14:00	17:00	12:00	16:00	17:00	16:00	15:00	14:00					14:00		
Vol.	47	24	28	23	21	10	4	5	2	1					128		

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West Bound	1	21	23	25	27	29	31	33	35	37	39	41	43	45	Total	Pace	Number
Start Time	20	22	24	26	28	30	32	34	36	38	40	42	44	999		Speed	in Pace
09/13/15	1	0	0	2	0	0	0	0	0	0	0	0	0	0	3	5-14	2
01:00	3	0	0	0	0	1	0	0	0	0	0	0	0	0	4	4-13	3
02:00	2	2	0	0	0	0	0	0	0	0	0	0	1	0	5	7-16	3
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	12-21	2
05:00	4	1	0	0	0	0	0	0	0	0	0	0	0	0	5	9-18	3
06:00	10	5	2	6	0	0	0	0	0	0	0	0	0	0	23	8-17	12
07:00	26	6	3	0	0	0	0	0	0	0	0	0	0	0	35	6-15	22
08:00	7	1	1	2	2	0	0	0	0	0	0	0	0	0	13	5-14	8
09:00	24	10	6	8	3	4	2	0	0	0	0	0	0	0	57	8-17	30
10:00	23	12	18	12	11	3	2	1	1	0	0	0	0	0	83	7-16	38
11:00	30	8	5	13	13	2	0	1	0	0	0	0	0	0	72	7-16	39
12 PM	20	22	15	14	7	4	2	0	0	0	0	0	0	0	84	12-21	39
13:00	20	10	14	14	9	2	2	0	0	0	0	0	0	0	71	7-16	33
14:00	27	17	24	12	10	7	2	1	0	0	0	0	0	0	100	8-17	45
15:00	17	10	30	12	12	4	1	0	0	0	0	0	0	0	86	16-25	35
16:00	12	15	10	13	11	10	0	0	0	0	0	0	0	0	71	14-23	30
17:00	15	13	16	8	8	5	3	0	0	0	0	0	0	0	68	8-17	29
18:00	13	9	7	8	10	2	1	1	0	0	0	0	0	0	51	8-17	23
19:00	24	3	16	10	2	3	0	0	0	0	0	0	0	0	58	6-15	32
20:00	17	4	10	5	6	2	0	0	2	0	0	0	0	0	46	6-15	24
21:00	9	9	8	4	3	0	0	0	0	0	0	0	0	0	33	15-24	15
22:00	3	1	2	2	1	1	1	1	0	0	0	0	0	0	12	9-18	5
23:00	3	0	2	4	0	0	0	0	0	0	0	0	0	0	9	5-14	5
Total	310	160	189	149	108	50	16	5	3	0	0	0	1	0	991		
Percent	31.3%	16.1%	19.1%	15.0%	10.9%	5.0%	1.6%	0.5%	0.3%	0.0%	0.0%	0.0%	0.1%	0.0%			
AM Peak	11:00	10:00	10:00	11:00	11:00	09:00	09:00	10:00	10:00				02:00		10:00		
Vol.	30	12	18	13	13	4	2	1	1				1		83		
PM Peak	14:00	12:00	15:00	12:00	15:00	16:00	17:00	14:00	20:00						14:00		
Vol.	27	22	30	14	12	10	3	1	2						100		

Hightstown Police Department
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Police@HightstownPD.Org

West Bound	1	21	23	25	27	29	31	33	35	37	39	41	43	45	Total	Pace	Number
Start Time	20	22	24	26	28	30	32	34	36	38	40	42	44	999		Speed	in Pace
09/14/15	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3	14-23	3
01:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	17-26	1
02:00	1	2	0	0	1	1	0	0	0	0	0	0	0	0	5	11-20	3
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	3	0	5	5	2	0	0	0	0	0	0	0	0	0	15	20-29	7
05:00	1	0	0	1	0	1	0	0	0	0	0	0	0	0	3	5-14	2
06:00	12	0	3	7	4	6	0	0	0	0	0	0	0	0	32	7-16	17
07:00	10	5	10	18	7	6	4	3	1	0	0	0	0	0	64	22-31	24
08:00	4	5	15	17	7	4	4	1	0	0	1	0	0	0	58	19-28	32
09:00	12	6	13	10	5	2	1	0	0	0	0	0	0	0	49	8-17	21
10:00	19	6	7	4	7	1	0	2	0	0	0	0	0	0	46	8-17	24
11:00	17	9	11	6	10	3	0	0	0	0	0	0	0	0	56	9-18	26
12 PM	18	8	20	15	11	6	0	0	0	0	0	0	0	0	78	7-16	33
13:00	12	10	16	16	11	4	1	0	0	0	0	0	0	0	70	18-27	30
14:00	23	8	10	13	8	9	5	0	3	0	0	0	0	0	79	7-16	37
15:00	35	9	16	17	17	6	0	1	0	0	0	0	0	0	101	6-15	51
16:00	32	7	12	20	6	3	1	0	0	0	0	0	0	0	81	6-15	43
17:00	22	11	20	13	25	10	3	1	0	0	0	0	0	0	105	7-16	43
18:00	21	16	21	20	14	4	2	0	1	0	0	0	0	0	99	8-17	41
19:00	20	19	14	5	6	1	1	0	0	0	0	0	0	0	66	9-18	32
20:00	11	11	11	5	3	1	0	0	0	0	0	0	0	0	42	15-24	19
21:00	8	8	5	6	0	2	0	0	0	0	0	0	0	0	29	9-18	14
22:00	11	8	6	3	0	1	0	0	0	0	0	0	0	0	29	8-17	15
23:00	2	1	2	3	2	0	0	0	0	0	0	0	0	0	10	20-29	4
Total	294	151	218	205	146	71	22	8	5	0	1	0	0	0	1121		
Percent	26.2%	13.5%	19.4%	18.3%	13.0%	6.3%	2.0%	0.7%	0.4%	0.0%	0.1%	0.0%	0.0%	0.0%			
AM Peak	10:00	11:00	08:00	07:00	11:00	06:00	07:00	07:00	07:00		08:00				07:00		
Vol.	19	9	15	18	10	6	4	3	1		1				64		
PM Peak	15:00	19:00	18:00	16:00	17:00	17:00	14:00	15:00	14:00						17:00		
Vol.	35	19	21	20	25	10	5	1	3						105		

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West Bound	1	21	23	25	27	29	31	33	35	37	39	41	43	45	Total	Pace	Number
Start Time	20	22	24	26	28	30	32	34	36	38	40	42	44	999		Speed	in Pace
09/15/15	0	0	3	3	0	0	0	0	0	0	0	0	0	0	6	18-27	6
01:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	10-19	1
02:00	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3	4-13	2
03:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	23-32	1
04:00	2	0	3	2	2	2	1	0	0	0	0	0	0	0	12	23-32	6
05:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	19-28	1
06:00	8	8	7	5	10	6	3	0	0	0	0	0	0	0	48	15-24	18
07:00	9	5	12	10	15	6	5	0	0	0	0	0	0	0	62	20-29	26
08:00	9	6	7	15	3	4	1	0	2	0	0	0	0	0	47	18-27	19
09:00	24	14	8	6	6	3	0	0	0	0	0	0	0	0	61	9-18	31
10:00	19	10	5	7	5	3	1	0	0	0	0	0	0	0	50	9-18	25
11:00	13	7	9	13	4	4	0	1	0	0	0	0	0	0	51	8-17	23
12 PM	20	25	18	16	16	4	2	0	0	0	0	0	0	0	101	14-23	46
13:00	35	15	8	13	5	4	1	2	0	0	0	0	0	0	83	7-16	44
14:00	17	13	23	22	5	5	0	1	0	0	0	0	0	0	86	17-26	37
15:00	18	10	13	15	5	6	5	1	0	0	2	0	0	0	75	8-17	32
16:00	29	20	20	14	9	5	1	0	0	0	0	0	0	0	98	8-17	46
17:00	27	13	24	18	10	12	1	0	1	0	0	0	0	0	106	7-16	47
18:00	24	13	16	19	14	7	1	0	0	0	0	0	0	0	94	8-17	42
19:00	32	10	23	15	7	9	0	1	1	1	0	0	0	0	99	7-16	48
20:00	14	12	9	18	7	2	1	0	0	0	0	0	0	0	63	9-18	27
21:00	14	13	19	3	2	1	0	0	0	0	0	0	0	0	52	15-24	25
22:00	6	3	2	2	0	1	0	0	0	0	0	0	0	0	14	10-19	7
23:00	0	0	1	0	2	0	0	0	0	0	0	0	0	0	3	20-29	3
Total	322	199	230	217	128	84	24	6	4	1	2	0	0	0	1217		
Percent	26.5%	16.4%	18.9%	17.8%	10.5%	6.9%	2.0%	0.5%	0.3%	0.1%	0.2%	0.0%	0.0%	0.0%			
AM Peak	09:00	09:00	07:00	08:00	07:00	06:00	07:00	11:00	08:00							07:00	
Vol.	24	14	12	15	15	6	5	1	2						62		
PM Peak	13:00	12:00	17:00	14:00	12:00	17:00	15:00	13:00	17:00	19:00	15:00					17:00	
Vol.	35	25	24	22	16	12	5	2	1	1	2				106		

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West Bound

Start Time	1 20	21 22	23 24	25 26	27 28	29 30	31 32	33 34	35 36	37 38	39 40	41 42	43 44	45 999	Total	Pace Speed	Number in Pace
09/16/15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	12-21	2
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	15-24	2
04:00	2	2	0	6	2	0	2	0	0	0	0	0	0	0	14	17-26	6
05:00	2	2	0	0	0	1	0	0	0	0	0	0	0	0	5	8-17	3
06:00	9	3	5	4	12	7	0	4	0	0	0	0	0	0	44	6-15	18
07:00	7	12	17	21	7	3	3	1	1	0	0	0	0	0	72	18-27	38
08:00	14	6	13	15	15	4	5	1	0	0	0	0	0	0	73	8-17	28
09:00	13	9	13	4	1	6	0	1	0	0	0	0	0	0	47	10-19	21
10:00	25	10	10	6	5	0	2	0	0	1	0	0	0	0	59	8-17	31
11:00	27	12	9	12	7	3	2	0	1	0	0	0	0	0	73	7-16	37
12 PM	18	8	19	23	8	5	3	0	0	0	0	0	0	0	84	8-17	34
13:00	23	8	16	17	5	2	2	1	0	0	0	0	0	0	74	7-16	36
14:00	18	18	20	22	8	6	1	4	0	0	0	0	0	0	97	17-26	41
15:00	21	9	15	19	13	4	1	1	0	0	0	0	0	0	83	7-16	37
16:00	20	10	26	23	10	5	1	1	1	0	0	0	0	0	97	8-17	39
17:00	20	15	26	24	12	9	1	1	0	1	0	0	0	0	109	18-27	44
18:00	35	12	18	23	8	3	1	1	0	0	0	0	0	0	101	7-16	51
19:00	24	20	25	21	13	5	2	1	1	0	0	0	0	0	112	9-18	47
20:00	33	16	28	14	6	3	1	0	0	0	0	0	0	0	101	7-16	49
21:00	26	7	15	9	6	1	1	0	0	0	0	0	0	0	65	7-16	34
22:00	2	0	7	7	2	0	0	0	1	0	0	0	0	0	19	20-29	11
23:00	6	1	0	0	0	0	0	0	0	0	0	0	0	0	7	6-15	5
Total	345	182	284	270	140	67	28	17	5	2	0	0	0	0	1340		
Percent	25.7%	13.6%	21.2%	20.1%	10.4%	5.0%	2.1%	1.3%	0.4%	0.1%	0.0%	0.0%	0.0%	0.0%			
AM Peak	11:00	07:00	07:00	07:00	08:00	06:00	08:00	06:00	07:00	10:00					08:00		
Vol.	27	12	17	21	15	7	5	4	1	1					73		
PM Peak	18:00	19:00	20:00	17:00	15:00	17:00	12:00	14:00	16:00	17:00					19:00		
Vol.	35	20	28	24	13	9	3	4	1	1					112		

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West Bound

Start Time	1 20	21 22	23 24	25 26	27 28	29 30	31 32	33 34	35 36	37 38	39 40	41 42	43 44	45 999	Total	Pace Speed	Number in Pace
09/17/15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3	8-17	2
02:00	1	0	1	2	2	0	0	0	0	0	0	0	0	0	6	19-28	3
03:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2-11	1
04:00	2	2	2	3	0	1	1	0	0	0	0	0	0	0	11	16-25	5
05:00	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3	19-28	3
06:00	5	7	9	5	5	3	2	1	0	0	0	0	0	0	37	16-25	17
07:00	16	9	11	21	12	8	5	2	1	0	0	0	0	0	85	7-16	33
08:00	12	7	17	19	14	5	3	3	0	0	0	0	1	0	81	20-29	34
09:00	17	6	2	4	7	1	0	0	0	0	0	0	0	0	37	8-17	20
10:00	10	13	6	8	3	2	0	1	0	0	0	0	0	0	43	13-22	21
11:00	13	13	19	14	12	1	3	0	0	0	0	0	0	0	75	19-28	32
12 PM	14	20	16	16	9	7	2	0	1	0	0	0	0	0	85	14-23	39
13:00	21	11	19	9	14	2	4	0	0	0	0	0	0	0	80	7-16	36
14:00	24	10	21	13	10	5	1	1	0	0	0	0	0	0	85	8-17	39
15:00	39	26	24	18	9	6	1	1	0	1	0	0	0	0	125	8-17	60
16:00	36	23	22	25	9	3	3	1	0	0	0	0	0	0	122	8-17	57
17:00	23	16	23	15	14	5	2	0	0	0	0	0	0	0	98	8-17	42
18:00	24	13	30	10	7	5	1	0	0	0	0	0	0	0	90	8-17	40
19:00	26	15	19	22	9	1	4	1	0	0	0	0	0	0	97	8-17	44
20:00	16	11	9	11	7	4	1	1	1	0	0	0	0	0	61	9-18	27
21:00	14	14	3	8	2	1	1	0	0	0	0	0	0	0	43	13-22	21
22:00	7	2	7	2	1	0	0	0	0	0	0	0	0	0	19	6-15	10
23:00	2	0	0	0	3	0	0	0	0	0	0	0	0	0	5	4-13	3
Total	326	218	260	227	150	60	34	12	3	1	0	0	1	0	1292		
Percent	25.2%	16.9%	20.1%	17.6%	11.6%	4.6%	2.6%	0.9%	0.2%	0.1%	0.0%	0.0%	0.1%	0.0%			
AM Peak	09:00	10:00	11:00	07:00	08:00	07:00	07:00	08:00	07:00				08:00		07:00		
Vol.	17	13	19	21	14	8	5	3	1				1		85		
PM Peak	15:00	15:00	18:00	16:00	13:00	12:00	13:00	14:00	12:00	15:00					15:00		
Vol.	39	26	30	25	14	7	4	1	1	1					125		

To: Henry Underhill

From: Lt. Frank Gendron

Date: 09/30/2015

Reference: Halloween traffic safety on Stockton Street

Mr. Underhill,

In response to the concerns about pedestrian safety on Stockton Street during Halloween, I am making the following recommendations.

- 1) Detour traffic at Academy Street and Grant Avenue, detouring traffic up Grant Avenue onto Park Way and then west onto Stockton Street.
- 2) Detour traffic at Academy Street and Rogers Avenue, detouring traffic onto Rogers Ave. Vehicles making a left turn onto Rogers Avenue will be detoured out onto Stockton Street (westbound).
- 3) Should the amount of pedestrian traffic create the need for an emergency road closure of Stockton Street between Park Way and Main Street, officers will close Stockton Street at Park Way and Stockton Street at Church Street. Westbound traffic on Stockton Street, will be detoured onto Church Street and then onto Rogers Avenue.
- 5) If there is a need to close Stockton Street, due to amount of pedestrian traffic, an officer will be placed near Park Way to assist with pedestrian crossing.
- 6) During Halloween, the police department has two officers on-duty for their regular shift and has (2) additional officers working over-time (5 to 6 Hrs.) to assist with the increase of pedestrian traffic. This detour plan will require a third officer being brought in on overtime to assist with the detour, should the need arise to close Stockton Street.

If council has an interest in closing Stockton Street completely for Halloween, my recommendation is that they wait until next year. This type of closure requires much more planning or detour routes and also we would need to apply to the county for a road closure permit. Also this type of closure might have to involve having East Windsor close down Stockton Street at Rt.130.

Additionally, on Halloween the police department will be handing out "glow necklaces" to Trick-or-Treaters to enhance pedestrian safety. We have also compiled a list of non-working street lights, throughout the borough which has been forward to PSE&G so they can be scheduled for repair.