

2016-07 Final Reading and Public Hearing – An Ordinance Amending and Supplementing Chapter 7, Entitled “Traffic”, Section 9, Entitled “Temporary Parking Prohibition for Snow Plowing and Removal”, of the “Revised General Ordinances of the Borough of Hightstown, New Jersey”.

2016-08 Final Reading and Public Hearing – Bond Ordinance Providing for Various Capital Improvements in and by the Borough of Hightstown in the County of Mercer, New Jersey, Appropriating \$140,000 Therefor and Authorizing the Issuance of \$75,800 Bonds or Notes of the Borough to Finance Part of the Cost Thereof

2016-09 First Reading and Introduction – Establishing the Salary Range for Police Chief of the Borough of Hightstown

Resolutions

- 2016-56** Authorizing the Payment of Bills
- 2016-57** Adopting the Borough of Hightstown Federal Aid Program Projects Policies and Procedures Handbook
- 2016-58** Amending Resolution 2016-29 and Authorizing Additional Professional Services of Otteau Group, Inc.
- 2016-59** Awarding a Contract for Engineering Inspection Services for the Rehabilitation of Settling Tanks Project for the Water Plant

Consent Agenda

- 2016-60** Accepting Membership of Matthew C. Lawson in Hightstown Engine Co. No. 1
- 2016-61** Accepting Membership of Milton Matamoros in Hightstown Engine Co. No. 1
- 2016-62** Accepting Membership of Charles E. Carr in Hightstown Engine Co. No. 1
- 2016-63** Accepting Membership of Thomas C. Distelcamp, Jr. in Hightstown Engine Co. No. 1
- 2016-64** Accepting Membership of Romas Mastalski in Hightstown Engine Co. No. 1
- 2016-65** Authorizing a Bond Reduction for Block 53, Lot 1.02 South Main Street – Peddie School Faculty and Student Housing
- 2016-66** Amending Resolution 2016-02
- 2016-67** Authorize Receipt of Bids for Zeta Lyte 1A Anionic Polyelectrolyte
- 2016-68** Renewing a Contract for Curbside Recycling Collection – Waste Management of New Jersey, Inc.
- 2015-69** Authorizing Refund of Tax Overpayment
- 2016-70** Appointing and Authorizing an Agreement for Professional Bond Counsel Services – Edward J. McManimon III
- 2016-71** Appointing and Authorizing an Agreement for Professional Auditor Services – William E. Antonides, Jr.
- 2016-72** Authorizing the Mayor and Clerk to Sign Cancellation of Tax Lien for Block 50, Lot 7

Resolution 2016-55

*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 March 7, 2016 at 7:00 p.m. 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:

Litigation – Affordable Housing (COAH)

Contract Negotiations – RBG Hightstown LLC (The Mills at Hightstown)

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: June 7, 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 March 7, 2016.

Debra L. Sopronyi
Borough Clerk

Meeting Minutes
Hightstown Joint Borough Council & Planning Board
Special Meeting
January 25, 2016
7:00 pm

The meeting was called to order by Mayor Quattrone at 7:03 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."

The flag salute followed Roll Call.

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

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

PLANNING BOARD ROLL CALL

	PRESENT	ABSENT
Mr. Lane	X	
Mr. Montferrat	X	
Mr. Misiura	X	
Mr. Hansen	X	
Mr. Mulleavey		X
Mr. Searing	X	
Mayor Quattrone	X	
Mr. Musing	X	
Ms. Colavecchio	X	
Mr. Balcewicz, Alt. #1	X	
Mr. Honsel	X	

Also in attendance: Sandy Belan, Planning Board Secretary, Tamara Lee, Borough Planner and Carmela Roberts, Borough Engineer. Scott Rekant, Attorney, Sokol Behot, LLP was also present.

APPROVAL OF AGENDA

Councilmember Stults moved the agenda for approval. Councilmember Misiura seconded.

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

Agenda approved 6-0.

WELCOME

Mayor Quattrone welcomed everyone and thanked them for coming out despite the weather. Mayor Quattrone then introduced Borough Attorney, Fred Raffetto who gave an overview of the redevelopment plan process.

REDEVELOPMENT PLAN PROCESS

Mr. Raffetto read the following statement:

- The redevelopment process in N.J. is governed by the “Local Redevelopment and Housing Law,” which may be found at N.J.S.A. 40A:12A-1, *et seq.*
- Under the law, “redevelopment” essentially means the clearance, planning, development or redevelopment of certain property, which may include conservation and/or rehabilitation of any structure(s) or improvement(s) located thereon, in accordance with a redevelopment plan.
- In order to commence the redevelopment process, a municipality must first cause a preliminary investigation to be undertaken in order to determine whether a particular property is in need of redevelopment. This preliminary investigation is undertaken by the Planning Board, at the request of the Governing Body, and is guided by specific criteria as set forth in the Redevelopment Law.
- A determination that a property is in need of redevelopment may be premised upon, among other things, the fact that existing buildings in the proposed redevelopment area are substandard, unsafe, dilapidated or obsolescent, or that the discontinuance of the use of certain buildings previously used for commercial, manufacturing or industrial purposes has caused them to fall into a state of disrepair that is not in keeping with the general welfare.
- Redevelopment efforts were initially commenced in Hightstown in 2003.
- At that time, following the public hearing held by Planning Board, the Mayor and Council determined that an area known as the “Main Street Redevelopment Area” satisfied the statutory criteria to be determined an “area in need of redevelopment.”
- The “Main Street Redevelopment Area” was divided into three (3) subparts, each with a specific geographical description. The separation of the overall redevelopment area into subparts was intended to allow for a more manageable implementation of the process.
- The three (3) sub-areas that were part of the “Main Street Redevelopment Area” included the following:
 - 1) Sub-Area I (known as the “Bank Street” area), which is where the Rug Mill property is located;
 - 2) Sub-Area II, which includes certain areas of South Academy Street; and
 - 3) Sub-Area III, which includes certain areas of Route 33.
- When the Governing body adopted the first Redevelopment Plan for the “Main Street Redevelopment Area” in 2004, it indicated that the goal of the Plan, which was consistent with the Borough’s 1998 Master Plan, was to “revitalize the central downtown business district and improve the economic viability of the Borough.” It also recognized that “pedestrian movement must be a priority.”

- At that time, the Governing Body recognized that each of the Sub-Areas could be treated as independent phases, and may be undertaken by different redevelopers and at different times, independent of each other.
- With that in mind, the Governing Body in 2004 determined that it was most important to concentrate redevelopment activities on the former Rug Mill Site, which is located within Sub-Area I (or the “Bank Street” area).
- As such, though the 2004 Redevelopment Plan identified the three Sub-Areas previously referenced, it only included design criteria and other standards relating to the Bank Street Sub-Area, with the understanding that further action would be necessary with regard to the other two Sub-Areas in the future.
- By law, once a redevelopment plan is adopted, its provisions can either supersede the land use development regulations which otherwise would govern the properties covered by the Plan, or its provisions may constitute an overlay zoning district for the properties in question, which determination is to be made by the Governing Body.
- In Hightstown, when the 2004 Redevelopment Plan was adopted, the Mayor and Council made it clear that the provisions of the Redevelopment Plan were to supersede the prior zoning regulations applicable to the Bank Street area, including the Rug Mill.
- The original 2004 Redevelopment Plan was subsequently revised in 2006, and then again in 2008, as negotiations with a prior potential redeveloper ensued.
- Unfortunately, for various reasons, including the downturn in the economy and real estate market at that time, negotiations with that prior potential redeveloper of the Rug Mill site never came to fruition.
- For a number of years thereafter, no formal redevelopment activity was ever memorialized or undertaken involving the Rug Mill Site.
- In 2015, however, with market conditions improving, the Mayor and Council adopted further revisions to the 2004 Redevelopment Plan, in order to make redevelopment of the Rug Mill site more feasible for any potential redeveloper.
- At or about that time, representatives of the Borough were contacted by representatives of developer R. Black Global, with offices out of Brooklyn, N.Y., concerning their interest in redeveloping the Rug Mill site.
- Discussions between a small subgroup of Borough officials and representatives of R. Black Global thereafter ensued, to the point that concept plans have now been prepared depicting R. Black Global’s vision for redevelopment of the Rug Mill site, which vision is consistent with the requirements of the current Redevelopment Plan. Representatives of R. Black Global are here this evening in order to engage in a public presentation of its concept plans to the Mayor and Council, the Planning Board and the public.
- The purpose of tonight’s joint meeting of the Council and Planning Board is simply to allow R. Black Global and its representatives to make a presentation only of its concept plans for the Rug Mill site (and surrounding areas), with the opportunity for questions and answers thereafter. Please note that there will be no formal action taken by either the Mayor and Council, or the Planning Board, this evening, following the presentation.

- If, following this evening's presentation, the Governing Body is interested in moving forward with the proposal made by R. Black Global, then the next steps will include the following:
 - The Mayor and Council may consider adopting a resolution at a subsequent Council meeting designating R. Black Global and its subsidiary(ies) as the Conditional Redeveloper for the Rug Mill site and authorizing the execution of a Conditional Redeveloper Agreement between the Borough and R. Black Global.
 - This Conditional Redeveloper designation and agreement is not a required step under the Redevelopment Law, and will not irrevocably bind the Borough to anything. However, this step typically gives comfort to the developer that the municipality approves of its general concept, with more details to be negotiated and ironed out later. Moreover, the Conditional Redeveloper Agreement shall require the developer to deposit escrow funds with the Borough, which the Borough can use to pay its professionals and all other costs associated with this matter. As such, the Borough's taxpayers will not be on the hook to fund any of the Borough's expenses in moving this matter forward.
 - The Conditional Redeveloper's Agreement will, among other things, provide the Borough with an opportunity to conduct full due diligence efforts concerning R. Black Global, so as to ensure that the developer has the financial wherewithal to complete the proposed redevelopment project. This may involve the retention of outside financial professionals by the Borough – again, at no expense to the Borough's taxpayers.
 - During the term of the Conditional Redeveloper's Agreement, the Borough's representatives will work with R. Black Global's representatives in an attempt to negotiate a full Redevelopment Agreement, which would fully govern the undertaking of the project. This Agreement will identify, for example, all of the properties to be included as part of the project, the overall scope of the project, and all of the terms and conditions under which the developer will undertake the project, including a project schedule, the posting of a performance guarantee(s), etc.
 - Presuming that the parties are successful in negotiating and executing a full Redevelopment Agreement (which must be approved by resolution of the Governing Body in public), the developer will then prepare and submit necessary land use applications, including site plan and/or subdivision, if applicable, to the Borough's Planning Board. Once such applications have been approved by the Board, the developer may then commence its construction of the project, all in accordance with the project schedule and the other terms and conditions that will be incorporated into the Redevelopment Agreement.
- With that having been said, I would like to turn this matter over to Councilman Misiura, so that the presentation by R. Black Global may proceed.

REDEVELOPMENT COMMITTEE STATEMENT

Councilmember Misiura explained that the subcommittee began working with R. Black Global in June of 2015. At that time Council shared their vision about the future of the Rug Mill Property. This is the first public presentation of the vision. At this time, Councilmember Misiura introduced Jim Constantine of LRK.

PRESENTATION OF THE CONCEPT PLAN

Jim Constantine explained welcomed everyone and explained that LRK also recently designed the vision for the Lakefront plan for Downtown Hightstown. Explained that the Master Plan talks about protecting and perfecting the historic town center. The Master Plan also talks about restoring the historic image of Hightstown. Hightstown's Master Plan includes improving and promoting the pedestrian linkage between residential neighborhoods and the downtown area.

Mr. Constantine then introduced Gonzalo Echeverria to move forward with the presentation.

Mr. Echeverria reviewed the concept plan of "The Mills at Hightstown". He spoke about how the Bank Street property was a very interesting structure that could have many uses. The inside of the structure is very special as there are not many spaces like this left. The initial vision of the plan is to take over the existing fire house and municipal building. A new firehouse, police station and municipal building would be built in the new "complex". The entire project would consist of residential and commercial properties, municipal complex, parking garage and park and urban settings along Rocky Brook. Presentation attached and will become part of the permanent minutes.

PUBLIC COMMENT

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

JP Gibbons, 602 North Main Street – Stated that he was very impressed with the presentation. Questioned if there were tax incentives for the developer. Mr. Misiura replied there was nothing in place at this time. Mr. Gibbons asked that Council publicize special meetings such as this more. Ended by stating that if anyone in the public wanted a copy of the video recording of this meeting to please contact him.

Paul Byrne, 152 Hickory Corner Road, East Windsor, employee of CCL Label Inc., 118 Stockton Street – Mr. Byrne introduced Jason Rudolf, Operations Manager, CCL.

Jason Rudolf, Operations Manager, CCL Label Inc., 120 Stockton St.– Doug Albrick, Global Facilities Engineer, asked me to attend this meeting to hear the presentation. Complimented Council on their initiative and plan. CCL has been at their present location for over 18 years and has ties to the community. His one concern with the plan is accessibility. He would encourage additional thoughts regarding accessibility especially through Stockton Street which is essentially CCL's driveway/parking. He hopes that CCL would be involved in the planning process.

Rob Thibault, 504 South Main – had the following questions:

- Who is the owner of the property?
 - It is a partnership. R. Black Global is the developer
- How many residential units are we talking about?
 - It will be based on available parking but at the moment they are looking at 170 units.
- What is the target demographic?
 - Singles, young couples, empty nesters. This will not be an age restricted community.
- Public spaces – are they privately owned or Borough owned? Will use be restricted to residents only?
 - They are privately owned but the public will have access to them.
- Is there a pilot or tax abatement in place
 - No
- Is the Borough giving up Borough Hall and the Firehouse in exchange for new facilities?
 - This item is being negotiated. There is an appraisal in process.

Walter Sikorski, 226 North Main Street – Stated that he likes the concept and the individuals working on this project should be commended. Questioned if the 170 proposed residential units would be rentals or condos and how these units could impact our COAH requirements. Mr. Misiura responded by stating that the residential units would be mixed. He continued by stating that our COAH requirements are different now and we are currently working with the Court Master in meeting our requirements.

Eugene Sarafin, 628 South Main Street - Commented that this was an interesting presentation. He stated that he doesn't think 170 rental units is reasonable for the 7 acres. He continued by saying that he doesn't see why the municipal complex would be in this location. The Borough should look for a different location for new offices. He ended by thanking everyone for trying to develop Rocky Brook, this is important.

Lawrence Jones, 148 Stockton Street – Stated that this is a good concept but voiced concern over the parking deck access to Stockton Street. His home is located next to CCL and he is concerned about how the access will impact his own driveway.

Christine Resnick, 119 Cole Avenue – Questioned the ratio of parking spaces to the residential units. She is a resident in town and does not want to see parking become an issue. She ended by stating that she does not want to see Hightstown turn into Red Bank. Mr. Cowell responded that the parking deck would be designed to accommodate what the town needs. The parking deck can always have extra levels to accommodate what is needed. Councilmember Misiura added that he has seen 4 or 5 proposals for this location over the years and this is the first one to propose a parking deck. He feels this is a great idea that would benefit the town greatly.

Gail Gasper, 39 Norton Avenue – Commented that if Hightstown is compared to Red Bank she wouldn't complain. She stated that she supports this plan and is happy that we are trying to make Hightstown a place everyone feels good about.

Scott Jenkins, Fire Chief, 200 Mechanic Avenue – Commended Council. Voiced his concern about parking for the Firehouse. Mr. Misiura replied by reminding everyone that this was just a concept and nothing is set yet. The Fire Department will be included in the planning to make sure all of their needs are addressed.

Stacey Judge, Chair Hightstown Parks and Recreation Commission, 307 Morrison Avenue – She is excited about the project and is looking forward to a more active population.

JP Gibbons, 602 North Main Street – is this going to be an association or is all of the open space available to the public? Mr. Cowell responded by stating that this is not going to be an association. The open space will be open to the public.

George Zhelesnik, 7 Ely Court – Commented that he applauds Council for this vision. If we do not modernize this town our home values are going to drop and we will become a ghost town.

Dan Trent, 248 Franklin Street – Stated that he thinks this is a wonderful project and applauds Council.

Frank Rivera, 110 Broad Street – Commented that there are a lot of moving parts to this project and he is impressed so far. He is confident that Council will answer the public's questions along the way. Asked if he could invite the Planning Board to comment on the proposed plan. Mayor Quattrone responded that the Planning Board will not be commenting at this time since all plans and proposals will have to get their approval before moving forward.

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

MAYOR/COUNCIL/COMMENTS

Councilmember Bluth – Commented that this is an exciting plan with a wonderful concept and she can't wait for this to move forward.

Councilmember Montferrat – Thanked the public for coming. Stated that this concept is a game changer for Hightstown. Continued by stating that this is a public driven process and encouraged the public to stay involved by attending meetings and asking questions.

Councilmember Stults – Stated that this project is special to him. In 1995 when he was in architectural school this was his thesis project. The comment that stays with him was that his project did not connect the main street. This is the first proposal that he has seen that connects the Mill Property to downtown. This is not just a tax issue but a quality of life issue. He is excited to see this project move forward.

Councilmember Kurs – Thanked everyone for coming. Stated that parking is a concern for him also. He commended the subcommittee for all of their work. He is looking forward to moving forward with this project.

Councilmember Misiura – Stated that this is a unique project that will benefit everyone. As we move forward we will continue to work with the Police Department and the Fire Department in analyzing their needs.

Council President Hansen – Stated that this is very exciting and feels that it will become a reality. Council will work to address all the issues presented. Ended by stating that this is the flame that Hightstown needs.

Mayor Quattrone – Stated that this is a very exciting project and there are many details that will need to be worked out. Commented that he has a wonderful Council to work with in trying to make Hightstown a better place to live and visit. There will be more meetings in the future and they will keep the public up to date with the plans as the project moves forward.

ADJOURNMENT

Councilmember Misiura motioned to adjourn at 8:38 p.m. Councilmember Montferrat seconded. All ayes.

Respectfully Submitted,

Respectfully Submitted,

Margaret M. Riggio
Deputy Borough Clerk

Sandra S. Belan
Planning Board Secretary

Ordinance 2016-05

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING CHAPTER 4, ENTITLED “GENERAL LICENSING”, SECTION 4-10 ENTITLED “AUCTIONS; CIRCUSES AND EXHIBITIONS” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY.”

BE IT ORDAINED by the Mayor and Council of the Borough of Hightstown, that Chapter 4, entitled “General Licensing”, Section 4-10 entitled “Auctions; Circuses and Exhibitions” of the “Revised General Ordinances of the Borough of Hightsotwn, New Jersey is hereby amended as follows:

Section 1. Section 4-10 entitled “Auctions; Circuses; Exhibitions” is hereby amended as follows (deletions are noted by cross-out and additions are noted by underline):

Section 4-10

AUCTIONS; BINGOS; RAFFLES; CIRCUSES; EXHIBITIONS*

Subsections:

4-10.1 License Required.

4-10.2 Issuance of License.

4-10.3 Additional Requirements.

* *Editor's Note: For additional licensing regulations and fees, see Section 4-1.*

4-10.1 License Required.

No person shall conduct a, circus, traveling show or exhibition of any sort without first obtaining a license, which shall be issued by resolution of the Borough Council.

No person shall conduct an auction sale of any sort without first obtaining a license; said issuing authority shall be the Borough Clerk.

No organization shall conduct a bingo or raffle of any sort without first obtaining a license; said issuing authority shall be the Borough Clerk.

4-10.2 Issuance of License.

No circus or traveling show license shall be issued unless the Borough Council is satisfied that the, circus or traveling show is bona fide in all respects and can be permitted without substantial danger of fraud of any person or breach of the peace and good order of the Borough. (1991 Code § 77-2)

No auction license shall be issued unless the Borough Clerk is satisfied that the auction is bona fide in all respects and can be permitted without substantial danger of fraud of any person or breach of the peace and good order of the Borough.

No bingo or raffle license shall be issued unless the Borough Clerk is satisfied that the auction is bona fide in all respects and can be permitted without substantial danger of fraud of any person or breach of the peace and good order of the Borough pursuant to State Law.

4-10.3 Additional Requirements.

The following information, in addition to that supplied on all applications for licenses, shall be required to be supplied by applicants under this section:

- a. Circus or traveling show: an exact description of the entertainments, acts, games, amusements, attractions or exhibitions which will be offered, together with the price to be charged for admission for each separate amusement.
- b. Auctioneer: a description, under oath, of all goods which will be auctioned and the owner of all such goods. The description shall be sufficient for a person reasonably knowledgeable as to goods of the nature described to be able to fix a value therefor. The applicant shall be bound by the description set forth in the application and be liable to any purchaser should any goods not be as described. A copy of the description of goods shall be displayed conspicuously at the premises where the auction is to be held. (1991 Code § 77-3)
- c. Bingo or Raffle: Fees shall be paid as designated by the State of New Jersey. The Hightstown Engine Co. #1, Hightstown First Aid Squad, and Hightstown Engine Co. #1 Ladies Auxiliary shall be exempt from the fees due the Borough but shall be required to pay all State of New Jersey fees associated with these licenses.

Section 3. All other ordinances or parts of ordinances inconsistent or in conflict with this ordinance are hereby repealed to the extent of any inconsistency or conflict.

Section 4. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of the Ordinance shall remain valid and effective.

Section 5. This ordinance shall take effect after final adoption and publication according to law.

Introduced: February 16, 2016

Adopted:

ATTEST:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

ORDINANCE 2016-06

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

AN ORDINANCE AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, SECTION 14, ENTITLED “DEPARTMENT OF ADMINISTRATION, BUDGET AND FINANCE”, SUBSECTION 14.2, ENTITLED “DIVISION OF BUDGET AND FINANCE”, OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY.”

WHEREAS, the Borough Administrator has recommended amending the structure of the Division of Finance and Budget for the purpose of efficiency; and

WHEREAS, the Mayor and Council concur with the recommendation.

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

Section 1. Chapter 2, entitled “Administration”, Section 14, entitled “Department of Administration, Budget and Finance”, Subsection 14.2, entitled “Division of Budget and Finance” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey” is hereby amended as follows (underline for additions, strikethroughs for deletions):

Subsection 2-14.2 Division of Budget and Finance.

This Division shall be headed by the Chief Finance Officer, under the direction of the Borough Administrator, and shall be organized as follows:

a. Powers and Duties of the Chief Finance Officer (CFO). The CFO shall have, perform and exercise all the functions, powers and duties provided by general law and Borough ordinances. The CFO shall keep and maintain books and records of all financial transactions of the Borough in accordance with the standards and requirements of the Division of Local Finance in the Department of Community Affairs of the State of New Jersey. The CFO shall have custody of all public moneys of the Borough and shall make monthly reports to the Administrator of all receipts, expenditures, commitments and unexpended appropriations. All moneys received from any source by or on behalf of the Borough or any Department, Board, Office or agency thereof, except as otherwise provided by Borough ordinance, shall be paid to the CFO, who shall, within forty-eight (48) hours after their receipt, deposit them in the authorized public depository of the Borough to the credit of the proper account. A Deputy CFO may be appointed by the Administrator, and shall perform duties as assigned by the CFO.

b. Disbursements. Disbursements in payment of bills and demands shall be made by the CFO upon approval of the Borough Administrator, approved by the Council, except that payments from the payroll account shall be made pursuant to paragraph c. Every payment shall be in the form of a check payable to the order of the person entitled to receive it, and shall specify the purpose for which it is drawn and the account or appropriation to which it is chargeable. Each check shall bear the signatures of the officers of the Borough so designated by resolution each year. The Mayor and Council may, by resolution, establish purchasing policies which will permit certain categories of purchases and payments to be made without approval of the Council.

c. Payroll Account. There shall be an account to be designated the "Borough of Hightstown Payroll Account," and, from time to time, the Borough CFO, upon receipt of amounts due such payroll account, shall deposit the same to the credit of the payroll account, charging the appropriate budgetary accounts therewith. Disbursements from the payroll account may be made by payroll checks signed by the Borough Officials so designated by resolution each year. In case of error or adjustment in the payroll, the CFO shall make proper correction and appropriate record of

such correction.

d. Travel Expenses. Itemized claims supported by receipts, where available, shall be presented in order to obtain reimbursement for expenses incurred by local officials where authorized to travel by the Borough. Travel expenses shall be reimbursed only in accordance with the travel regulations of the Borough as established by the Borough Administrator.

e. Qualified Purchasing Agent. There shall be a Qualified Purchasing Agent who shall be appointed by the Mayor and who shall have the authority, responsibility and accountability for the purchasing activity of the contracting unit, to prepare public advertising for bids and to receive bids for the provision or performance of goods or services on behalf of the Borough, and to award contracts permitted pursuant to *N.J.S.A. 40A:11* in the name of the Borough, and to conduct any activities as may be necessary or appropriate to the purchasing function of the contracting unit. The position of Qualified Purchasing Agent may be held by any Borough official qualified by education, certification and experience to perform in that capacity. (Ord. No. 19-1994; Ord. No. 2000-32)

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.

Introduced: February 16, 2016

Adopted:

ATTEST:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

ORDINANCE 2016-07

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

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, ENTITLED “TRAFFIC”, SECTION 9, ENTITLED “TEMPORARY PARKING PROHIBITION FOR SNOW PLOWING AND REMOVAL”, OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY.”

WHEREAS, the Public Works Superintendent has recommended that certain streets in the Borough prohibit parking during snowfalls to permit the plowing and removal of snow; 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 7 “Traffic”, Section 9, entitled “Temporary Parking Prohibition for Snow Plowing and Removal” is hereby amended as follows (underline for additions, strikethroughs for deletions):

Section 7-9

TEMPORARY PARKING PROHIBITION FOR SNOW PLOWING AND REMOVAL

Subsections:

7-9-1 Temporary Parking Prohibition for Snow Plowing and Removal.

Subsection 7-9-1 Temporary Parking Prohibition for Snow Plowing and Removal.

a. Whenever, snow has fallen and the accumulation is such that it covers the streets or highways, an emergency shall exist and no vehicle shall be parked on the streets or highways or portions thereof indicated.

The above parking prohibition shall remain in effect after the snow has ceased until the streets have been plowed sufficiently and to the extent that parking will not interfere with the normal flow of traffic.

b. An unoccupied vehicle parked or standing in violation shall be deemed a nuisance and a menace to the safe and proper regulation of traffic and any police officer may provide for the removal of such vehicle. The owner shall pay the reasonable costs of the removal and storage which may result from such removal before regaining possession of the vehicle.

Name of Street	Sides	Location
Academy Street	Both	From Bank Street to Mercer Street
Bank Street	Both	From North Main Street to Academy Street
Church Street	Both	From Rogers Avenue to Stockton Street
Clinton Street	Both	From Cole Avenue to Maxwell Avenue
Cole Avenue	Both	From Franklin Street to Clinton Street
East Ward Street	Both	From Maxwell Avenue to South Main Street
First Avenue	Both	From Summit Street to Outcalt Street
Forman Street	Both	Entire Length

Harron Avenue	Both	From Morrison Avenue to Stockton Street
Joseph Street	Both	Second Avenue to Stockton Street
Morrison Avenue	Both	From Hausser Avenue to Academy Street
Oak Lane	Both	From Stockton Street to Lincoln Avenue
Outcalt Street	Both	From Morrison Avenue to Rogers Avenue
Purdy Street	Both	Entire Length
Reed Street	Both	Mechanic Street to Rev. William L. Powell Drive
Rogers Avenue	Both	From Stockton Street to Mercer Street
Second Avenue	Both	From Joseph Street to Outcalt Street
South Street	Both	From South Main Street to Mercer Street
Summit Street	Both	From Stockton Street to Mercer Street
Ward Street	Both	From Mercer Street to South Main Street
Westerlea Avenue	Both	From Leshin Lane to Grape Run Road
William Street	Both	From North Main Street to Cranbury Station Road

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.

Introduced: February 16, 2016

Adopted:

ATTEST:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

ORDINANCE 2016-08

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

**BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL
IMPROVEMENTS IN AND BY THE BOROUGH OF HIGHTSTOWN, IN
THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING
\$140,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF
\$75,800 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART
OF THE COST THEREOF.**

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$140,000, and further including the aggregate sum of \$64,200 as the several down payments for the improvements or purposes, which in fact exceeds the amount required by the Local Bond Law, \$34,200 of which is from the Capital Improvement Fund and \$30,000 of which is from the Capital Surplus Fund. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$75,800 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

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

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) Acquisition of interceptor utility vehicles for the Police Department, including all related costs and expenditures incidental thereto.	\$94,000	\$32,000	5 years
b) Acquisition of E-ticket equipment, dispatch equipment and radio equipment for the Police Department, including all related costs and expenditures incidental thereto.	\$46,000	\$43,800	10 years

TOTAL:		<u>\$140,000</u>		<u>\$75,800</u>	
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The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

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

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

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

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

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 7.88 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$75,800, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$10,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

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

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

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

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

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

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

Introduced:

Adopted:

ATTEST:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

Ordinance 2016-09

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

ESTABLISHING THE SALARY RANGE FOR POLICE CHIEF OF THE BOROUGH OF HIGHTSTOWN

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

Section 1. The following rate of compensation for Police Chief of the Borough of Hightstown, excluding longevity, whose compensation shall be on an annual basis, is:

	RANGING FROM:	TO:
Police Chief	\$115,000.00	\$135,000.00

Section 3. This Ordinance shall take effect after final passage and publication as provided by law.

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

Introduced:

Adopted:

ATTEST:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

Resolution 2016-56

*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 \$ 573,660.59 from the following accounts:

Current	\$144,456.01
W/S Operating	209,860.58
General Capital	14,327.97
Water/Sewer Capital	0.00
Grant	450.00
Trust	194,713.78
Housing Trust	8,971.25
Animal Control	279.00
Law Enforcement Trust	0.00
Housing Rehab Loans	0.00
Unemployment Trust	0.00
Escrow	<u>602.00</u>
 Total	 <u>\$573,660.59</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 March 7, 2016.

Debra L. Sopronyi
Borough Clerk

Monday, March 07, 2016

To: Mayor and Council

From: Finance Office

Re: Manual Bill List

<u>CURRENT ACCOUNT</u>	<u>DATE ISSUED</u>	<u>PO #</u>	<u>CHECK #</u>	<u>Amount</u>
State of NJ - Department of Treasury/Pensions & Benefits	2/16/2016	16-00261	24452	54,341.87
Excel Contracting, LLC	2/18/2016	16-00295	24509	2,000.00
First Priority Emergency Vehicles	2/22/2016	15-01689	24510	395.50

TOTAL

\$56,737.37

WATER AND SEWER OPERATING ACCOUNT

State of NJ - Department of Treasury/Pensions & Benefits	2/16/2016	16-00261	16578	12,413.44
J.P. Morgan Chase Bank	3/1/2016	16-00360	1262	130,625.00

TOTAL

\$143,038.44

TRUST ACCOUNT

Extra Space Storage	2/22/2016	16-00215	6401	252.00
First Priority Emergency Vehicles	2/22/2016	15-01689	6402	180,887.50

TOTAL

\$181,139.50

GENERAL CAPITAL

TOTAL

\$0.00

WATER AND SEWER CAPITAL

TOTAL

\$0.00

MANUAL TOTAL

\$380,915.31

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

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
ACCSE005 ACCSES NEW JERSEY, INC												
	15-01954	11/06/15	RECORD RETENTION SERVICES									
	1		RECORD RETENTION SERVICES	10,740.87	C-04-55-872-001-445	B Cleaning, Freeze Drying, etc	R	11/06/15	03/01/16		RECORD SERVICES N	
	Vendor Total:			10,740.87								
A0144 ALL RAGS												
	16-00173	01/28/16	50LB BOX OF RAGS									
	1		R-241-50 FLANEL RAGS	58.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	01/28/16	03/01/16		INV# 42703	N
	Vendor Total:			58.00								
A0098 ALTERNATIVE MICROGRAPHICS, INC.												
	16-00030	01/15/16	RECORDS RESTORATION									
	1		INV 28019	980.85	C-04-55-872-001-445	B Cleaning, Freeze Drying, etc	R	01/15/16	03/01/16		28019	N
	Vendor Total:			980.85								
ATTWI005 AT&T WIRELESS												
	16-00122	01/22/16	Cell Charges 12/13/15-1-12-16									
	1		Cells: PW 12/13/15-1-12-16	262.39	6-01-31-440-001-079	B Telephone-VERIZON WIRELESS	R	02/03/16	03/01/16		287258726345	N
	2		Cells: WTR 12/13/15-1-12-16	205.43	5-09-55-501-003-548	B Telephone-SPRINT	R	02/03/16	03/01/16		287258726345	N
	3		Cells: SWR 12/13/15-1-12-16	103.24	5-09-55-501-003-550	B Telephone-Water Dept-NEXTEL	R	02/03/16	03/01/16		287258726345	N
	4		Cells: HPD 12/13/15-1-12-16	235.59	5-01-31-440-001-090	B Telephone-Verizon-Police Phones	R	02/22/16	03/01/16		287258726345	N
				806.65								
	16-00320	02/23/16	wireless for HPD,PW,WTR,SWR									
	1		Cell Phones 1/13-2/12/16 HPD	235.59	6-01-31-440-001-090	B Telephone-Verizon-Police Phones	R	02/23/16	03/01/16		287258726345	N
	2		Cell Phones 1/13-2/12/16 PW	262.39	6-01-31-440-001-079	B Telephone-VERIZON WIRELESS	R	02/23/16	03/01/16		287258726345	N
	3		Cell Phones 1/13-2/12/16 WTR	205.43	6-09-55-501-003-548	B Telephone-SPRINT	R	02/23/16	03/01/16		287258726345	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
C0067 CENTRAL JERSEY POWER												
	16-00187	02/02/16	CARBURETOR REPAIR KIT									
	1 INV.	113844	- CARB. REPAIR KIT	16.20	6-01-26-290-001-039	B General Machinery Parts	R	02/02/16	03/01/16		113844	N
	Vendor Total:			16.20								
C0023 COMCAST												
	16-00322	02/23/16	Oak Lane - Internet									
	1 #8499052440157826	dtd 2/17/16		125.90	6-09-55-501-002-545	B Internet Services	R	02/23/16	03/01/16		849905244015782	N
	16-00363	03/01/16	156 BANK ST - OFC 1									
	1 156 BANK ST - OFC 1			109.85	6-01-20-140-001-060	B Internet Services and Web Services	R	03/01/16	03/02/16		849905243003665	N
	Vendor Total:			235.75								
COMCA005 COMCAST BUSINESS												
	16-00168	02/23/16	Acct#930909813 dtd 2/15/16									
	1 Inv.#41193305	dtd 2/15/16		195.30	6-01-25-240-001-094	B COMPUTER/SERVICE & SUPPORT	R	02/23/16	03/01/16		INV#41193305	N
	16-00311	02/19/16	Acct# 930909813 Dtd 1/15/16									
	1 Acct# 930909813	Dtd 1/15/16		195.30	6-01-25-240-001-094	B COMPUTER/SERVICE & SUPPORT	R	02/19/16	03/01/16		INV# 40559428	N
	Vendor Total:			390.60								
C1092 CORRPRO WATERWORKS COMPANIES												
	16-00273	02/12/16	2015 CATHODIC PROTECTION									
	1 2015 CATHODIC PROTECTION			2,235.00	5-09-55-501-001-518	B Maint. Contracts - Plant	R	02/12/16	03/01/16		331056	N
	Vendor Total:			2,235.00								
COUNT015 COUNTY OF MONMOUTH-												
	16-00203	02/02/16	VEHICLE WASH USAGE									
	1 INV.	HTB12-15-09	VEHICLE WASH	20.00	5-01-26-305-001-034	B Motor Vehicle Parts & Access.	R	02/02/16	03/01/16		HTB 12-15-09	N
	Vendor Total:			20.00								

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
E0576 EAST WINDSOR REGIONAL SCHOOL												
	16-00233	02/05/16	DEC. 2015 FUEL USE									
	1	DEC. 2015	FUEL USE - FIRE	393.76	5-01-31-460-001-166	B Motor Fuel - Fire Dept.	R	02/05/16	03/01/16		DEC 2015	N
	2	DEC. 2015	FUEL USE - POLICE	1,181.06	5-01-31-460-001-145	B Motor Fuel - Police	R	02/05/16	03/01/16			N
	3	DEC. 2015	FUEL USE - EMS 50	39.45	5-01-31-460-001-148	B Motor Fuel - Emergency Medical	R	02/05/16	03/01/16			N
	4	DEC. 2015	FUEL USE - GARBAGE	996.96	5-01-31-460-001-147	B Motor Fuel - Public Works	R	02/05/16	03/01/16			N
	5	DEC. 2015	FUEL USE - STREETS	721.81	5-01-31-460-001-147	B Motor Fuel - Public Works	R	02/05/16	03/01/16			N
	6	DEC. 2015	FUEL USE - WATER	72.50	5-09-55-501-001-512	B Motor Fuel	R	02/05/16	03/01/16			N
	7	DEC. 2015	FUEL USE - SEWER	326.10	5-09-55-501-002-512	B Motor Fuel	R	02/05/16	03/01/16			N
	8	DEC. 2015	FUEL FACILITY ADMIN.	120.00	5-01-31-460-001-144	B Upgrades to Fueling Facility	R	02/05/16	03/01/16			N
				3,851.64								
			Vendor Total:	3,851.64								
ELIZA005 ELIZABETH C. MCKENZIE, PP, PA												
	16-00297	02/17/16	3rd Rnd Housing & Fair Share									
	1	3rd RndHousing&FairShare #7321		250.00	T-26-56-286-000-849	B Recaptured Fds-RCA COAH-Homeowners	R	02/17/16	03/01/16		INV #7321	N
			Vendor Total:	250.00								
E0417 ENVIRONMENTAL EXPRESS												
	15-01925	11/04/15	MISC LAB									
	1	B0015	COD VIALS	113.93	5-09-55-501-002-506	B Lab. Equipment & Supplies	R	11/04/15	03/01/16		1000399900	N
	2	FG85055MM	GLASS FILTERS	72.82	5-09-55-501-002-506	B Lab. Equipment & Supplies	R	11/04/15	03/01/16			N
	3	BPC 1230	WIDE MOUTH BOTTLES	96.04	5-09-55-501-002-506	B Lab. Equipment & Supplies	R	11/04/15	03/01/16			N
	4	FREIGHT		51.13	5-09-55-501-002-506	B Lab. Equipment & Supplies	R	11/04/15	03/01/16			N
				333.92								
			Vendor Total:	333.92								
Q0176 EUROFINS QC, INC												
	16-00193	02/02/16	WATER ANALYSIS									
	1	INV. 1761308 -	WATER ANALYSIS	193.00	6-09-55-501-001-532	B Outside Testing/Labs	R	02/02/16	03/01/16		1761308	N
	2	INV. 1761123 -	WATER ANALYSIS	79.50	6-09-55-501-001-532	B Outside Testing/Labs	R	02/02/16	03/01/16		1761123	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
G0050 GROVE SUPPLY INC												
	16-00185	02/02/16	WASH MACH CONNECTOR/HOSE ADAP									
	1	INV.	S4295983.001 - CONNECTOR/	27.48	6-01-26-310-001-024	B Building Maintenance	R	02/02/16	03/02/16		S4295983.001	N
	Vendor Total:			27.48								
H 85 HACH CO.												
	16-00107	01/21/16	LAB SUPPLY QUOTE #100130237									
	1		#2635300 DPD STANDARDS	147.98	6-09-55-501-002-506	B Lab. Equipment & Supplies	R	01/21/16	03/01/16			N
	2		#5192711 AMMONIA MEMBRANE CAPS	122.50	6-09-55-501-002-506	B Lab. Equipment & Supplies	R	01/21/16	03/01/16			N
	3		#35253 SODIUM THIOSULFATE	17.14	6-09-55-501-002-506	B Lab. Equipment & Supplies	R	01/21/16	03/01/16			N
	4		#245199POTASSIUM PERSULFATE	28.08	6-09-55-501-002-506	B Lab. Equipment & Supplies	R	01/21/16	03/01/16			N
	5		#2106069 PHOSVER3	29.68	6-09-55-501-002-506	B Lab. Equipment & Supplies	R	01/21/16	03/01/16			N
	6		#14104415EC MEDIUM	52.62	6-09-55-501-002-506	B Lab. Equipment & Supplies	R	01/21/16	03/01/16			N
	7		#2162315LAURYL TRYPTOSE BROTH	52.62	6-09-55-501-002-506	B Lab. Equipment & Supplies	R	01/21/16	03/01/16			N
	8		#2428500 M-FC/ROSOLIC ACID	68.55	6-09-55-501-002-506	B Lab. Equipment & Supplies	R	01/21/16	03/01/16			N
				519.17								
	Vendor Total:			519.17								
H0276 HARTER EQUIPMENT, INC.												
	16-00198	02/02/16	WET CHARGED BATTERY									
	1	INV.	P36063 - WET CHARGED BAT.	147.77	6-01-26-290-001-039	B General Machinery Parts	R	02/02/16	03/01/16		P36063	N
	Vendor Total:			147.77								
H0126 HIGHTS ELECTRIC MOTOR, INC.												
	16-00172	01/28/16	QUOTE #010716BS05									
	1	QUOTE	#010716BS05	2,238.39	6-09-55-501-002-503	B Sewer Plant Maintenance	R	01/28/16	03/01/16			N
	Vendor Total:			2,238.39								
H0048 HIGHTS REALTY LLC												
	16-00293	02/16/16	March 2016 Bldg Rental HPD									
	1	March 2016	Bldg Rental HPD	3,914.68	6-01-26-310-001-025	B Building Rental	R	02/16/16	03/02/16		MARCH 2016	N
	Vendor Total:			3,914.68								

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
H1100 HOME DEPOT CREDIT SERVICES												
	16-00340	02/23/16	FEB 2016 INVOICES									
	1 INV.	0034293	- CLEANER/KEY	7.83	6-01-26-310-001-024	B Building Maintenance	R	02/23/16	03/01/16		0034293	N
	2 INV.	0024332	- BROOMS/KNIFE/	58.80	6-09-55-501-002-503	B Sewer Plant Maintenance	R	02/23/16	03/01/16		0024332	N
	3 INV.	9024359	- PLYWOOD/SCREWS	27.90	6-01-26-310-001-024	B Building Maintenance	R	02/23/16	03/01/16		9024359	N
	4 INV.	7150292	- CREDIT	47.99	5-01-26-310-001-024	B Building Maintenance	R	02/23/16	03/01/16		7150292	N
	5 INV.	3971628	- MASTER LOCKS	115.54	6-09-55-501-001-503	B Water Plant Maintenance	R	02/23/16	03/01/16		3971628	N
	6 INV.	1035036	- SAKRETE	29.70	6-01-26-290-001-127	B Street Repair & Maintenance	R	02/23/16	03/01/16		1035036	N
				<u>191.78</u>								
	Vendor Total:			191.78								
J0377 J.T. SEELEY AND COMPANY, INC.												
	16-00263	02/11/16	Pump Repair Parts									
	1	Inner Mech Seals		752.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	02/11/16	03/02/16		INV#68550	N
	2	Outer Mech Seals		1,642.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	02/11/16	03/02/16			N
	3	Moisture Detectors		464.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	02/11/16	03/02/16			N
	4	Volute Gaskets		30.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	02/11/16	03/02/16			N
	5	Resisters		10.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	02/11/16	03/02/16			N
	6	Set of O Rings		94.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	02/19/16	03/02/16			N
	7	Freight		13.82	6-09-55-501-002-503	B Sewer Plant Maintenance	R	02/29/16	03/02/16			N
				<u>3,005.82</u>								
	Vendor Total:			3,005.82								
J0378 J.W. KENNEDY & SON INC WELDING												
	16-00095	01/21/16	ARGON CYLINDER RENTAL									
	1 INV.	1653479	- ARGON CYLINDER	12.00	5-01-26-290-001-050	B DPW Work Equipment	R	01/21/16	03/02/16		1653479	N
	Vendor Total:			12.00								
J0257 JCP&L												
	16-00250	02/09/16	#100051508677 2/8/16									
	1	#100051508677	2/8/16	197.38	6-01-31-430-001-071	B Electric-Borough Hall	R	02/09/16	03/02/16		#100051508677	N
	16-00251	02/09/16	#100100104247 2/8/16 Monument									
	1	#100100104247	2/8/16 Monument	90.47	6-01-31-430-001-071	B Electric-Borough Hall	R	02/09/16	03/02/16		#100100104247	N

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	1099 Excl
J0257 JCP&L Continued											
16-00252	02/09/16	Mstr#200-000-055-315	2/2/16								
1	#100008482778	2/2/16	Maxwell A	24.23	6-09-55-501-002-504	B Electricity	R	02/09/16	03/02/16	#100008482778	N
2	#100009296102	2/2/16	Spring Cr	15.37	6-09-55-501-002-504	B Electricity	R	02/09/16	03/02/16	#100009296102	N
3	#100012529309	2/2/16	Oak Lane	7,738.35	6-09-55-501-002-504	B Electricity	R	02/09/16	03/02/16	#100009296102	N
4	#100009294701	2/2/16	Westerlea	21.43	6-09-55-501-001-504	B Electricity	R	02/09/16	03/02/16	#100009294701	N
5	#100010292454	2/2/16	155 1st A	244.72	6-09-55-501-001-504	B Electricity	R	02/09/16	03/02/16	#100010292454	N
6	#100012445746	2/2/16	Bank St	5,417.46	6-09-55-501-001-504	B Electricity	R	02/09/16	03/02/16	#100012445746	N
				<u>13,461.56</u>							
16-00253	02/09/16	#100059701167	2/8/16								
1	#100059701167	2/8/16	WtrTower	26.72	6-09-55-501-001-504	B Electricity	R	02/09/16	03/02/16	#100059701167	N
16-00306	02/17/16	Various PW Elect.Accts									
1	#100029000310	156 Bank St		673.81	6-01-31-430-001-071	B Electric-Borough Hall	R	02/17/16	03/02/16	100068401122	N
2	#100051508750	Stockton St		220.25	6-01-31-430-001-071	B Electric-Borough Hall	R	02/17/16	03/02/16	100051508750	N
3	#100068401122	114 Rogers Av.R		33.64	6-01-31-430-001-071	B Electric-Borough Hall	R	02/17/16	03/02/16	#100068401122	N
4	#100072968868	Rogers & Mercer		97.15	6-01-31-430-001-071	B Electric-Borough Hall	R	02/17/16	03/02/16	#100072968868	N
5	#100077953188	Bank St. Park		2.81	6-01-31-430-001-071	B Electric-Borough Hall	R	02/17/16	03/02/16	#100072968868	N
6	#100079096689	Grant Park		3.11	6-01-31-430-001-071	B Electric-Borough Hall	R	02/17/16	03/02/16	#100079096689	N
				<u>1,030.77</u>							
16-00359	02/29/16	1stAid January&February 2016									
1	#100 012 445 936	January 2016		388.32	6-01-25-260-001-074	B Electric	R	02/29/16	03/02/16	100 012 445 936	N
2	#100 012 445 936	February 2016		521.14	6-01-25-260-001-074	B Electric	R	02/29/16	03/02/16	100 012 445 936	N
				<u>909.46</u>							
Vendor Total:				15,716.36							
J0258 JCP&L (STREET LIGHTING)											
16-00264	02/12/16	Stockton St #100086395041	2/16								
1	Stockton St #100086395041	2/16		2.96	6-01-31-435-001-075	B Street Lighting	R	02/12/16	03/02/16	100 086 395 041	N
16-00319	02/23/16	Street Lighting									
1	#100011415724	dtd 2/18/16		393.30	6-01-31-435-001-075	B Street Lighting	R	02/23/16	03/02/16	#100011415724	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
J0258 JCP&L (STREET LIGHTING) Continued											
	16-00319	02/23/16	Street Lighting	Continued							
	2	#100011415765	dtd 2/18/16	1,652.73	6-01-31-435-001-075	B	Street Lighting	R	02/23/16	03/02/16	#100011415765 N
				2,046.03							
			Vendor Total:	2,048.99							
J0069 JERSEY ELEVATOR SERVICE											
	16-00272	02/12/16	MONTHLY ELEVATOR SERV - 1/16								
	1	INV. 165806 - JAN. 2016		334.65	6-01-26-310-001-029	B	Maintenance Contracts	R	02/12/16	03/02/16	165806 N
			Vendor Total:	334.65							
J0030 JUDGE JAMES NEWMAN											
	15-02300	12/31/15	2015 CELL PHONE REIMBURSEMENT								
	1	2015 CELL PHONE REIMBURSEMENT		150.00	5-01-20-176-000-037	B	Telephone-VERIZON MAINT-CELL	R	12/31/15	03/02/16	N
			Vendor Total:	150.00							
K0017 KRISTY GILSENAN											
	16-00294	02/16/16	Mileage Reimb 1/11/16-2/12/16								
	1	Mileage Reimb 1/11/16-2/12/16		146.88	6-01-20-176-000-199	B	Miscellaneous	R	02/16/16	03/02/16	INV.DTD 2/12/16 N
			Vendor Total:	146.88							
L0037 LINCOLN FINANCIAL GROUP											
	16-00296	02/17/16	Life Insurance March 2016								
	1	Life Insurance March 2016		277.20	6-01-23-210-003-115	B	Medical Ins-Emp] Grp Health	R	02/17/16	03/02/16	BHIGHTBL1485737 N
			Vendor Total:	277.20							
LISAL005 LISA LANGLOIS											
	16-00257	02/10/16	Special DUI Session 2-1-16								
	1	Special DUI Session 2-1-16		150.00	G-02-41-719-007-312	B	Alcohol Ed Rehabilitation Grt 2009	R	02/10/16	03/02/16	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
LISAL005 LISA LANGLOIS												
Continued												
	16-00265	02/12/16	Court Session 2/10/16									
	1	Court Session 2/10/16	90.00	6-01-20-176-000-114	B Court Assistance	R	02/12/16	03/02/16				N
	Vendor Total:		240.00									
N0125 MAILFINANCE												
	16-00209	02/03/16	Neopost Lease Payment Feb 2016									
	1	Neopost Lease Payment Feb 2016	171.07	6-01-30-421-001-029	B Meter Rental/Maintance	R	02/03/16	03/02/16			INV# N5749322	N
	Vendor Total:		171.07									
M0256 MERCER CO IMPROVEMT AUTHORITY												
	16-00277	02/12/16	JAN. 2016 TIPPING/RECYC TAX									
	1	JAN. 2016 TIPPING	13,340.17	6-01-32-465-001-165	B Landfill Solid Waste Disposal-MCIA	R	02/12/16	03/02/16			JAN 2016	N
	2	JAN. 2016 RECYCLING TAX	<u>347.91</u>	6-01-43-496-001-174	B Recycling Tax	R	02/12/16	03/02/16				N
			13,688.08									
	Vendor Total:		13,688.08									
M0127 MONMOUTH COUNTY												
	16-00271	02/12/16	JAN 2016 ROOSEVELT TIPPING									
	1	JAN 2016 ROOSEVELT TIPPING	1,700.65	6-01-43-513-001-171	B Borough of Roosevelt-Tipping Fees	R	02/12/16	03/02/16			JAN 2016	N
	Vendor Total:		1,700.65									
MORTO005 MORTON SALT, INC.												
	16-00129	01/25/16	100 TONS OF SALT									
	1	100 TONS OF SALT	7,443.65	T-12-56-286-000-850	B Snow Removal-Chem, Salt & Sand	R	01/25/16	03/02/16				N
	16-00245	02/05/16	100 Tons of Salt									
	1	Inv.#5401001507 dtd 2/18/16	6,083.13	T-12-56-286-000-850	B Snow Removal-Chem, Salt & Sand	R	02/05/16	03/02/16			#5401001507	N
	Vendor Total:		13,526.78									

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
M001127 MTS SOFTWARE SOLUTIONS INC.												
	16-00288	02/16/16	MICROFILM MACINE AGREEMENT									
	1		MAINTENANCE AGREEMENT	625.00	6-01-20-120-001-026	B Maint. Contracts - Office	R	02/16/16	03/02/16			N
	Vendor Total:			625.00								
NJADV005 NJ Advance Media												
	16-00269	02/12/16	LEGAL ADS 01/01-01/26/16									
	1		COUNCIL 1/4/16 MEETING CHANGE	9.28	6-01-20-120-001-021	B Advertisements	R	02/12/16	03/02/16		66868-01012016	N
	2		2016 TAX ASSESSOR NOTICE	5.80	6-01-20-120-001-021	B Advertisements	R	02/12/16	03/02/16		66857-01012016	N
	3		ORD 2016-01 INTRO	24.94	6-01-20-120-001-021	B Advertisements	R	02/12/16	03/02/16		71454-01022018	N
	4		ENVIORNMENTAL COMMISSION	10.44	6-01-20-120-001-021	B Advertisements	R	02/12/16	03/02/16		73183-0113206	N
	5		PARKS & RECREATION COMMISSION	6.96	6-01-20-120-001-021	B Advertisements	R	02/12/16	03/02/16		408154-01262016	N
	6		CULTURAL ARTS COMMISSION	6.96	6-01-20-120-001-021	B Advertisements	R	02/12/16	03/02/16		081541-01262016	N
				64.38								
	16-00283	02/12/16	LEGAL ADS 01/15-01/29/16									
	1		COUNCIL 1/16/16 MEETING	9.28	6-01-20-120-001-021	B Advertisements	R	02/12/16	03/02/16		076611-01152016	N
	2		SPECIAL JOINT MEETING 1/25/16	10.44	6-01-20-120-001-021	B Advertisements	R	02/12/16	03/02/16		071297-01152016	N
	3		ORD 2016-01 ADOPT	13.92	6-01-20-120-001-021	B Advertisements	R	02/12/16	03/02/16		0799226-1232016	N
	4		COUNCIL 2/1/16 MEETING	9.28	6-01-20-120-001-021	B Advertisements	R	02/12/16	03/02/16		084276-01292016	N
				42.92								
	Vendor Total:			107.30								
N0425 NJ DEPT. OF HEALTH & SR SERV.												
	16-00268	02/12/16	JANUARY 2016 DOG PILOT REPORT									
	1		JANUARY 2016 DOG PILOT REPORT	279.00	T-13-05-265-000-001	B DUE STATE OF NEW JERSEY	R	02/12/16	03/02/16		JANUARY 2016	N
	Vendor Total:			279.00								
N0999 NJ INT.ASSOC.ARSON INVESTIGAT.												
	16-00208	02/03/16	NJCIAAI CONFERENCE-CHAD REED									
	1		NJCIAAI CONFERENCE-CHAD REED	450.00	6-01-25-256-002-042	B Education & Training	R	02/03/16	03/02/16			N
	Vendor Total:			450.00								

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
N0275 NJ LEAGUE OF MUNICIPALITIES												
	15-02149	12/10/15	ELECTED OFFICIAL TRAINING									
	1		REGISTRATION FOR MAYOR	25.00	5-01-20-110-001-042	B Education & Training	R	12/10/15	03/02/16			N
	2		REGISTRATION FOR:	150.00	5-01-20-110-001-042	B Education & Training	R	12/10/15	03/02/16			N
	3		REGISTRATION FOR:	240.00	5-01-20-110-001-042	B Education & Training	R	12/10/15	03/02/16			N
				415.00								
			Vendor Total:	415.00								
N0017 NJRWA												
	16-00200	02/02/16	2016 MEMBERSHIP									
	1		INV. 3962 - 2016 MEMBERSHIP	385.00	6-09-55-501-001-519	B Professional Assoc. Dues	R	02/02/16	03/02/16		3962	N
			Vendor Total:	385.00								
N0170 NORCIA CORP.												
	16-00192	02/02/16	BRASS BUSHING									
	1		INV. 72296 - BRASS BUSHING	90.00	6-01-26-290-001-034	B Motor Vehicle Parts & Access.	R	02/02/16	03/02/16		72296	N
			Vendor Total:	90.00								
00019 O'BRIEN CONSULTING SERVICES												
	16-00102	01/21/16	MONTHLY IT RATE DEC 2015									
	1		MONTHLY IT RATE DEC 2016	900.00	5-01-25-240-001-029	B Maint. Contracts - Other	R	01/21/16	03/02/16			N
			Vendor Total:	900.00								
A0300 ONE CALL SYSTEMS, INC.												
	16-00234	02/05/16	JAN. 2016 ONE CALL MESSAGES									
	1		INV. 6015083 - JAN. 2016 ONE	26.06	6-09-55-501-001-535	B Hydrants and Line Repair	R	02/05/16	03/02/16		6015083	N
			Vendor Total:	26.06								
P0020 P.F. PETTIBONE CO.												
	15-02169	12/14/15	2016 MINUTE BOOKS									
	1		2015-2016 RED MINUTE BOOK	99.00	5-01-20-125-001-036	B Office Supplies	R	12/14/15	03/02/16			N
	2		2016 RED MINUTE BOOK	99.00	5-01-20-125-001-036	B Office Supplies	R	12/14/15	03/02/16			N
	3		PLANNING BOARD MINUTE BOOK	99.00	5-01-21-180-001-199	B Miscellaneous	R	12/14/15	03/02/16			N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P0020 P.F. PETTIBONE CO. Continued											
	15-02169	12/14/15	2016 MINUTE BOOKS	Continued							
	4		GOLD LETTERING MINUTE BOOK	16.00	5-01-20-125-001-036	R	12/14/15	03/02/16			N
	5		GOLD LETTERING ON MINUTE BOOK	12.00	5-01-21-180-001-199	R	12/14/15	03/02/16			N
	6		GOLD LETTERING ON MINUTE BOOK	16.00	5-01-20-125-001-036	R	12/14/15	03/02/16			N
	7		SHIPPING & HANDLING	11.95	5-01-20-125-001-036	R	12/14/15	03/02/16			N
				352.95							
			Vendor Total:	352.95							
P0005 PARIS AUTOMOTIVE SUPPLY											
	16-00270	02/12/16	JAN 2016 INVOICES								
	1		JAN 2016 INVOICES	522.93	6-01-26-290-001-034	R	02/12/16	03/02/16		JAN 2016	N
			Vendor Total:	522.93							
P0088 PARKER MCCAY, P.A.											
	16-00266	02/12/16	General Labor & Litigation								
	1		Inv.#2552901 Gen.Lab. Jan.2016	1,484.89	6-01-20-155-001-031	R	02/12/16	03/02/16		FILE#15593-0001	N
	2		In#2552905 Litigation Jan.2016	538.67	6-01-20-155-001-031	R	02/12/16	03/02/16		FILE#15593-0010	N
	3		In#2552906 Litigation Jan.2016	4,531.28	6-01-20-155-001-031	R	02/12/16	03/02/16		FILE#15593-0012	N
				6,554.84							
			Vendor Total:	6,554.84							
A0044 Phillip Yoke											
	16-00181	02/02/16	EMPLOYEE TIME PROGRAM MAINT.								
	1		INV. 1603 - EMPLOYEE TIME PROG	100.00	6-01-26-310-001-054	R	02/02/16	03/02/16		1603	N
			Vendor Total:	100.00							
P1155 PRIOR NAMI BUSINESS SYSTEMS											
	16-00290	02/16/16	AWWTP Copier Repair								
	1		Inv.# 641191 dtd 4/28/15	95.00	5-09-55-501-002-517	R	02/16/16	03/02/16		#641191 4/28/15	N
			Vendor Total:	95.00							

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
P0044 PSE&G												
	16-00324	02/23/16	168 Bank St. - First Aid									
	1		168 Bank St. - First Aid	386.84	6-01-25-260-001-073	B Natural Gas Heat	R	02/23/16	03/02/16		#6550326206	N
	16-00325	02/23/16	156 Bank St. dtd February 2016									
	1		156 Bank St. dtd February 2016	163.06	6-01-31-446-001-070	B Gas Heat - Borough Hall	R	02/23/16	03/02/16		#6687890808	N
	16-00326	02/23/16	#6675946706 dtd February 2016									
	1		#6675946706 dtd February 2016	65.30	6-01-31-446-001-143	B Gas/Heat - Fire House	R	02/23/16	03/02/16		#6675946706	N
	16-00327	02/23/16	#6503987609 dtd February 2016									
	1		#6503987609 dtd February 2016	17.86	6-09-55-501-001-505	B Gas Service	R	02/23/16	03/02/16		#6503987609	N
	16-00328	02/23/16	#6579810904 dtd February 2016									
	1		#6579810904 dtd February 2016	1,355.90	6-01-31-446-001-070	B Gas Heat - Borough Hall	R	02/23/16	03/02/16		#6579810904	N
	16-00329	02/23/16	#6669567103 dtd February 2016									
	1		#6669567103 dtd February 2016	801.85	6-09-55-501-001-505	B Gas Service	R	02/23/16	03/02/16		#6569567103	N
	16-00330	02/23/16	#6606292905 dtd February 2016									
	1		#6606292905 dtd February 2016	294.38	6-09-55-501-001-505	B Gas Service	R	02/23/16	03/02/16		#6606292905	N
	16-00331	02/23/16	#6679486904 dtd February 2016									
	1		#6679486904 dtd February 2016	589.68	6-09-55-501-002-505	B Gas Service	R	02/23/16	03/02/16		#6679486904	N
	16-00357	02/29/16	#66-794-86904 February 2016									
	1		#66-794-86904 February 2016	156.44	6-09-55-501-002-505	B Gas Service	R	02/29/16	03/02/16		#66 794 869 04	N
	Vendor Total:			3,831.31								

P0348 PUMPING SERVICES, INC.												
	16-00104	01/21/16	SERVICE AND INSTALL PROPELLER									
	1		SERVICE FLYGT MIXERS	975.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	01/21/16	03/02/16		INV#1087875	N
	2		Labor for Repair	700.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	02/16/16	03/02/16		INV#1087875	N
				<u>1,675.00</u>								
	Vendor Total:			1,675.00								

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
R1145 RUTGERS UNIVERSITY												
	16-00310	02/19/16	MUNI CURRENT FUND II - M.PATEL									
	1		MUNI CURRENT FUND II - M.PATEL	980.00	6-01-20-130-001-042	B Education & Training	R	02/19/16	03/02/16		FM-2105-SP16-1	N
	Vendor Total:			980.00								
R0119 RWJUHH OCCUPATIONAL AND												
	16-00147	01/28/16	NEW HIRE PHYSICAL									
	1		NEW HIRE PHYSICAL	240.00	6-01-25-240-001-093	B Medical Exams/Hepatitis B Shot	R	01/28/16	03/02/16			N
	16-00285	02/16/16	NEW OFFICER PHYSICAL - DOELL									
	1		NEW OFFICER PHYSICAL - DOELL	282.00	6-01-25-240-001-093	B Medical Exams/Hepatitis B Shot	R	02/16/16	03/02/16			N
	Vendor Total:			522.00								
S0002 SAFETY KLEEN												
	16-00144	01/28/16	CHANGE SAFTEY CLEAN & DISPOSE									
	1		CHANGE SAFTEY CLEAN & DISPOSE	99.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	01/28/16	03/02/16			N
	16-00191	02/02/16	PARTS WASHER SERVICE									
	1		INV 68989425 PARTS WASHER SERV	294.52	6-01-26-290-001-050	B DPW Work Equipment	R	02/02/16	03/02/16			N
	Vendor Total:			393.52								
SCIAR005 Sciarra & Catrambone, LLC												
	16-00307	02/18/16	Court Judgement-Litigation									
	1		Docket#MER-L-2765-15	24,849.15	5-01-20-155-001-033	B Litigation	R	02/18/16	03/02/16			N
	Vendor Total:			24,849.15								
W0156 SEARING, WILLIAM												
	16-00256	02/09/16	Reimbursement for LOG Me In									
	1		Reimbursement for LOG Me In	149.00	6-09-55-501-002-530	B Computer Software/Maint/Equip	R	02/09/16	03/02/16			N
	Vendor Total:			149.00								

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
SHERW005 SHERWIN WILLIAMS PAINT												
	16-00314	02/22/16	Mineral Spirits									
	1		Mineral Spirits	262.50	6-09-55-501-002-535	B Chemicals Miscellaneous	R	02/22/16	03/02/16			N
	Vendor Total:			262.50								
SOKOL005 SOKOL BEHOT, LLP												
	16-00323	02/23/16	Inv.146475/146476/Meetings/Adv									
	1		Inv.146475 Advice	570.00	6-01-21-180-001-107	B Planning Board - Attorney	R	02/23/16	03/02/16		146475	N
	2		Inv. 1464756 - January Meeting	166.66	6-01-21-180-001-107	B Planning Board - Attorney	R	02/23/16	03/02/16		146476	N
				736.66								
	Vendor Total:			736.66								
S0375 STEVENSON SUPPLY CO.												
	16-00184	02/02/16	PVC PIPE/PVC CAPS									
	1		INV. 531360 - PVC PIPE & CAPS	153.32	6-09-55-501-002-529	B Sewer Main Repair/Supplies	R	02/02/16	03/02/16		531360	N
	16-00244	02/05/16	SEWER REPAIR SUPPLIES									
	1		INV. 532380 - SEWER REPAIR	96.21	6-09-55-501-002-529	B Sewer Main Repair/Supplies	R	02/05/16	03/02/16		532380	N
	Vendor Total:			249.53								
T0002 TAMARA L. LEE, PP, AICP, LLA,												
	16-00321	02/23/16	Inv. #1 & 28-Gen. Planning Ser									
	2		Inv. 28 Gen. Planning Services	546.25	6-01-21-180-001-105	B General Planning-Consulting	R	02/23/16	03/02/16			N
	16-00332	02/23/16	Gen.Planning/COAH/Vacant Land									
	1		Gen.Planning/COAH/Vacant Land	6,928.75	T-26-56-286-000-849	B Recaptured Fds-RCA COAH-Homeowners	R	02/23/16	03/02/16		INV.#1 1/1-1/31	N
	Vendor Total:			7,475.00								
THELE005 THE LETTERMEN, INC												
	16-00114	01/21/16	SET UP CHARGE									
	1		SET UP CHARGE	75.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	01/21/16	03/02/16		819220	N
	Vendor Total:			75.00								

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
T0224 TORNUST GARAGE												
	16-00241	02/05/16	TOWING TO ERB'S GARAGE									
	1 INV.	83HB 1-25-16	- TOWING	250.00	6-01-26-315-001-132	B Vehicle Maint. - Public Works	R	02/05/16	03/02/16		83HB 1-25-16	N
	Vendor Total:			250.00								
T0211 TRAP ROCK INDUSTRIES LLC.												
	16-00190	02/02/16	3/4" STONE AND ROCKITE									
	1 INV.	8047933	- 3/4" STONE	537.73	6-09-55-501-001-535	B Hydrants and Line Repair	R	02/02/16	03/02/16		8047933	N
	2 INV.	8048288	- 3/4" STONE	538.17	6-09-55-501-001-535	B Hydrants and Line Repair	R	02/02/16	03/02/16		8048288	N
	3 INV.	8048478	- ROCKITE	1,012.50	6-01-26-290-001-127	B Street Repair & Maintenance	R	02/02/16	03/02/16		8048478	N
				<u>2,088.40</u>								
	Vendor Total:			2,088.40								
T0LIC TREASURER STATE OF NEW JERSEY												
	16-00317	02/22/16	Lab Certification dtd 2/9/16									
	1 Inv#	160125100		1,915.00	6-09-55-501-002-520	B Discharge Permits/Licenses	R	02/22/16	03/02/16		INV#160125100	N
	Vendor Total:			1,915.00								
U0007 UNIVAR USA												
	16-00038	01/19/16	Res.2015-61 Liq.Chlorine Sewer									
	3	4 Cylinders	- 150 lbs = 600lbs	324.00	6-09-55-501-002-526	B Chlorine-Liquid	R	01/19/16	03/02/16			N
	16-00041	01/19/16	Res2015-34 Calcium Hydroxide-S									
	3	2 Pallets	Lime	620.00	6-09-55-501-002-553	B Calcium Hydroxide (Lime)	R	01/19/16	03/02/16			N
	16-00042	01/19/16	Res.2015-125 Sod.Bicarbonate-S									
	3	200	50lb bags	4,881.25	6-09-55-501-002-552	B Sodium Bicarbonate-UNIVAR	R	01/19/16	03/02/16		#HB 812152	N
	16-00138	01/26/16	Res.2015-37 Magnes.Hydroxide S									
	2	Res.2015-37	Magnes.Hydroxide S	8,454.95	6-09-55-501-002-541	B Magnesium Hydroxide (Flomag H)Univar	R	01/26/16	03/02/16		#HB 812279	N
	16-00139	01/26/16	Res.2015-41 Sulfur Dioxide - S									
	2	Res.2015-41	Sulfur Dioxide - S	1,035.00	6-09-55-501-002-543	B Sulfur Dioxide (SO 2)	R	01/26/16	03/02/16			N
	Vendor Total:			15,315.20								

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	1099 Excl
U0013 USA BLUE BOOK											
	16-00170	01/28/16	MISC PLANT SUPPLY								
	1	#48227	OPTI PRO POLYMER	154.95	6-09-55-501-002-503	B Sewer Plant Maintenance	R	01/28/16	03/02/16	INV#861235	N
	2	#14150	NOZZLE	22.98	6-09-55-501-002-503	B Sewer Plant Maintenance	R	01/28/16	03/02/16		N
	3	#24987	4' VALVE KEY	55.95	6-09-55-501-002-503	B Sewer Plant Maintenance	R	01/28/16	03/02/16		N
	4	#107411	PRONTO SCREW STARTER	16.99	6-09-55-501-002-503	B Sewer Plant Maintenance	R	01/28/16	03/02/16		N
	5	#16302	ALUM HANGER	7.99	6-09-55-501-002-503	B Sewer Plant Maintenance	R	01/28/16	03/02/16		N
	6	#30721	PHOSPHATE BUFFER	75.95	6-09-55-501-002-506	B Lab. Equipment & Supplies	R	01/28/16	03/02/16		N
	7	#43921	DS TRYPTIC SOY BROTH	68.95	6-09-55-501-002-506	B Lab. Equipment & Supplies	R	01/28/16	03/02/16	INV#860879	N
	8	Freight:	70.35 + 18.95	89.30	6-09-55-501-002-506	B Lab. Equipment & Supplies	R	02/24/16	03/02/16	#860879󒐳	N
				<u>493.06</u>							
			Vendor Total:	493.06							
V0007 VALLEY HEALTH MEDICAL GROUP											
	16-00196	02/02/16	4TH QUARTER 2015 CDL TESTING								
	1	4TH QUARTER 2015	CDL TESTING	132.00	5-01-26-290-001-093	B Employee Physicals/Drug Tests	R	02/02/16	03/02/16	119179c5622	N
			Vendor Total:	132.00							
V0019 VERIZON											
	16-00305	02/17/16	25 Leshin La: 609-448-4184								
	1	FINAL BILL:	609-448-4184	6.45	6-01-31-440-001-085	B Telephone-Broadview	R	02/17/16	03/02/16	609448418403883	N
	16-00356	02/29/16	201Z02-9320239 18Y 2/16/16								
	1	201Z02-9320239	18Y 2/16/16	64.98	6-09-55-501-003-545	B Telephone-w/s-VERIZON	R	02/29/16	03/02/16	201Z02932023918	N
			Vendor Total:	71.43							
V0022 VERIZON WIRELESS											
	16-00059	01/20/16	442014572-00001 DTD 1/10/16								
	1	Inv.#9758637592	DTD 1/10/16	200.20	6-01-31-440-001-090	B Telephone-verizon-Police Phones	R	02/19/16	03/02/16	INV# 9758637592	N
	2	Inv.# 9760265062	dtd 2/10/16	200.24	6-01-31-440-001-090	B Telephone-verizon-Police Phones	R	02/19/16	03/02/16	INV#9760265062	N
				<u>400.44</u>							
			Vendor Total:	400.44							

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
V0021 VISUAL COMPUTER SOLUTIONS, INC												
	16-00145	01/28/16	LICENSE RENEWAL 2016 15 USERS									
	1		LICENSE RENEWAL 2016 15 USERS	1,425.00	6-01-25-240-001-029	B Maint. Contracts - Other	R	01/28/16	03/02/16			N
	Vendor Total:			1,425.00								
V0290 VITAL COMMUNICATIONS INC.												
	16-00355	02/25/16	MOD IV UPDATE REGUIRED FOR TAX									
	1		MOD IV UPDATE REGUIRED FOR TAX	100.00	6-01-20-145-001-023	B Tax Bill/Notice Printing	R	02/25/16	03/02/16			N
	Vendor Total:			100.00								
W0002 W.B. MASON CO., INC.												
	15-02277	12/31/15	USED FILE CAB ORD#S032812829									
	1		USED FILE CAB ORD#S032812829	450.00	5-01-25-240-001-036	B Office Supplies & Equipment	R	12/31/15	03/02/16			N
	Vendor Total:			450.00								
W0071 WASTE MGMT OF NEW JERSEY, INC.												
	16-00045	01/20/16	2016 Sludge Cake			B						
	4		1-20Yd Cake-Dumpster @ 17 tons	1,581.00	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	01/20/16	03/02/16			N
	Vendor Total:			1,581.00								
W0096 WATER WORKS SUPPLY CO., INC.												
	16-00342	02/23/16	WATER REPAIR SUPPLIES									
	1		INV. IF84523 - CORP STOPS	405.66	5-09-55-501-001-535	B Hydrants and Line Repair	R	02/23/16	03/02/16		IF84523	N
	2		INV. IF84713 - RETURN	405.66	5-09-55-501-001-535	B Hydrants and Line Repair	R	02/23/16	03/02/16		IF84713	N
	3		INV. 84772 - CLAMP/EXTENSION	367.57	6-09-55-501-001-535	B Hydrants and Line Repair	R	02/23/16	03/02/16		IF84772	N
				<u>367.57</u>								
	Vendor Total:			367.57								
W0053 WILMAC BUSINESS EQUIPMENT.,INC												
	16-00204	02/02/16	ANNUAL SERVICE AGREEMENT 2016									
	1		ANNUAL SERVICE AGREEMENT 2016	1,500.00	6-01-25-240-001-029	B Maint. Contracts - Other	R	02/02/16	03/02/16			N
	Vendor Total:			1,500.00								

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
WIREL005 WIRELESS ELECTRONICS, INC.												
	16-00278	02/12/16	MAINTENANCE AGREEMENT									
	1		MAINTENANCE AGREEMENT	2,235.00	6-01-25-240-001-029	B Maint. Contracts - Other	R	02/12/16	03/02/16			N
	Vendor Total:			2,235.00								
Y0025 YOSTEMBSKI, ROBERT												
	16-00237	02/05/16	PROSECUTOR FEES JAN 2016									
	1		PROSECUTOR FEES JAN 2016	1,200.00	6-01-25-275-001-111	B Municipal Prosecutor	R	02/05/16	03/02/16			N
	16-00258	02/10/16	Special DUI Session 2-1-16									
	1		Special DUI Session 2-1-16	300.00	G-02-41-719-007-312	B Alcohol Ed Rehabilitation Grt 2009	R	02/10/16	03/02/16			N
	Vendor Total:			1,500.00								
Z0106 ZEP SALES & SERVICE												
	16-00255	02/09/16	Sewer Aid FA 401b									
	1		Sewer Aid FA 401b	1,677.18	6-09-55-501-002-534	B Sewer Aid	R	02/09/16	03/02/16			N
	Vendor Total:			1,677.18								
<hr/>												
Total Purchase Orders:	136	Total P.O. Line Items:	228	Total List Amount:	192,745.28	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	30,949.29	0.00	30,949.29	0.00	0.00	0.00	30,949.29
	5-09	3,396.92	0.00	3,396.92	0.00	0.00	0.00	3,396.92
	Year Total:	34,346.21	0.00	34,346.21	0.00	0.00	0.00	34,346.21
CURRENT FUND	6-01	56,769.35	0.00	56,769.35	0.00	0.00	0.00	56,769.35
	6-09	63,425.22	0.00	63,425.22	0.00	0.00	0.00	63,425.22
	6-21	0.00	0.00	0.00	0.00	0.00	602.00	602.00
	Year Total:	120,194.57	0.00	120,194.57	0.00	0.00	602.00	120,796.57
GENERAL CAPITAL	C-04	14,327.97	0.00	14,327.97	0.00	0.00	0.00	14,327.97
	G-02	450.00	0.00	450.00	0.00	0.00	0.00	450.00
TRUST OTHER - FUND #12	T-12	13,574.28	0.00	13,574.28	0.00	0.00	0.00	13,574.28
ANIMAL CONTROL TRUST FUND #13	T-13	279.00	0.00	279.00	0.00	0.00	0.00	279.00
HOUSING TRUST FUND-RECAPTURED FUNDS	T-26	8,971.25	0.00	8,971.25	0.00	0.00	0.00	8,971.25
	Year Total:	22,824.53	0.00	22,824.53	0.00	0.00	0.00	22,824.53
Total of All Funds:		192,143.28	0.00	192,143.28	0.00	0.00	602.00	192,745.28

Project Description	Project No.	Rcvd Total	Held Total	Project Total
PEDDIE SCHOOL-NEW DORMS	PEDD2-14IF	602.00	0.00	602.00
Total of All Projects:		<u>602.00</u>	<u>0.00</u>	<u>602.00</u>

Resolution 2016-57

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

ADOPTING THE BOROUGH OF HIGHTSTOWN FEDERAL AID PROGRAM PROJECTS POLICIES AND PROCEDURES HANDBOOK

WHEREAS, the Federal Highway Administration (FHWA) provides opportunities for Local Public Agencies (LPA), such as Hightstown Borough, to receive Federal Aid Highway Program (federal-aid) funds through New Jersey Department of Transportation (NJDOT) and North Jersey Transportation Planning Authority (NJTPA); and

WHEREAS, Local Public Agencies receiving federal-aid funds are responsible for administering their projects and meeting all federal-aid requirements; and

WHEREAS, The NJDOT, through its Stewardship Agreement with FHWA, is responsible for ensuring that each LPA receiving FHWA funds is adequately staffed and suitably equipped to undertake the federal-aid projects; to provide the supervision and inspection required to complete each project in conformance with the approved Scope of Work (SOW), plans and specifications; and to ensure that federal requirements are met; and

WHEREAS, these requirements are set forth in Title 23 United States Codes (U.S.C.) - Highways; Brooks Act, Title 40 U.S.C. - Public Buildings, Property and Works; Title 23 Code of Federal Regulations (CFR) - Highways; Title 48 CFR - Federal Acquisition Regulation; and Title 49 CFR 18 - the Common Grant Rule; and

WHEREAS, The NJDOT, in order to make eligibility determination, assesses each LPA's policies, procedures, organizational structure, and internal controls prior to the authorization of federal-aid funds; and

WHEREAS, Hightstown Borough has completed and submitted NJDOT's Division of Local Aid's Federal Aid Highway Program Administrative Questionnaire; and

WHEREAS, The Federal Aid Program Projects Policies and Procedures Handbook outlines the policies and procedures followed by the Borough of Hightstown for projects funded in whole or in part with federal-aid funds and is intended to address and satisfy the Project Management Eligibility requirements for Locally Administered Federal Aid Highway Projects; and

WHEREAS, The Federal Aid Program Projects Policies and Procedures Handbook also includes an organization chart for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Hightstown Borough Federal Aid Program Projects Policies and Procedures Handbook is hereby adopted as set forth herein.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk

Resolution 2016-58

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AMENDING RESOLUTION 2016-29 AND AUTHORIZING ADDITIONAL PROFESSIONAL SERVICES OF OTTEAU GROUP, INC.

WHEREAS, there is a need for the Borough of Hightstown to retain additional services of a professional real estate valuation consultant to assist in the negotiations of a developer's agreement with R. Black Global and its subsidiary Milprop Hightstown, L.P. regarding the property known as Tax Block 30, Lots 1-7, Tax Block 30, Lots 10-13 and Tax Block 21, Lots 1-5 on the tax map of the Borough and also known as the Mills at Hightstown (the "**Redevelopment Area**") on the Official Tax Map of the Borough; and

WHEREAS, the firm of Otteau Group, Inc. (also referenced as the "professional") has submitted a proposal to the Borough, dated February 19, 2016, to provide said services; and

WHEREAS, resolution 2016-29 authorized an agreement with Otteau Group, Inc. to perform a professional real estate valuation in an amount not to exceed \$4,500; and

WHEREAS, it is necessary to amend resolution 2016-29 to include the additional services required for contract negotiations and to increase the not to exceed amount to \$9,000.00; and

WHEREAS, the services to be provided are considered to be "professional services" under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, the Local Public Contracts Law authorizes the awarding of a contract for "professional services" without public advertising for bids and bidding therefor, provided that the Resolution authorizing the contract and the contract itself be 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, the Borough has determined that the amount of the contract shall not exceed \$17,500.00, and therefore the contract is not subject to the provisions of the State's Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the "Pay-to-Play law"); and

WHEREAS, the Borough Council, having considered the same, now wishes to authorize the awarding of this professional service contract to Otteau Group, Inc., for provision of the necessary real estate valuation services.

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 Administrator is hereby authorized to execute an Agreement between the Borough of Hightstown and Otteau Group, Inc., regarding the above-referenced additional professional services.
2. That resolution 2016-29 is hereby amended to add the additional services noted herein and increase the not to exceed amount to \$9,000.00.
3. That this contract is awarded without competitive bidding as a "professional service" in accordance with N.J.S.A. 40A:11-5 of the Local Public Contracts Law of New Jersey,

because the services will be performed by persons authorized by law to practice a recognized profession and it is not possible to obtain bids for such needed qualitative services.

4. That notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the Borough.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Otteau Group, Inc.
 - (b) Debra L. Sopronyi, Qualified Purchasing Agent/Borough Clerk
 - (c) George Lang, Borough Chief Financial Officer
 - (d) 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 regular meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk



OTTEAU GROUP

VALUATION | RESEARCH | CONSULTING | BROKERAGE

<i>New York Office</i>	<i>New Jersey Office</i>
140 Broadway	15 Brunswick Woods Drive
Manhattan, NY 10005	East Brunswick, NJ 08816
	Tel: 800-458-7161
	Fax: 800-273-3295
	www.otteau.com

February 19, 2016

Via email: administrator@hightstownborough.com

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

RE: RBlack Hightstown Redevelopment Site

Dear Mr. Underhill:

I am pleased to submit our proposal for consulting services.

SCOPE OF SERVICES

To provide general consulting services relating to the optimal use and valuation of the above referenced redevelopment site.

COMPENSATION

The agreed upon fee for these services will be based upon the time expended including research, analysis, telephone conversation, meetings and related travel. The charges for this time shall be pursuant to the attached Schedule of Hourly Billing Rates. Charges will be billed as follows:

Progress Bills for Work Completed:

Invoiced Monthly

This fee is not contingent upon any decisions, settlements or favorable outcome of property that is the subject of consultation. The amount of compensation stated above does not include any time expended for expert testimony, which shall be at additional charge. The Otteau Group, Inc. shall not be required to give testimony or to attend any public or private hearing with reference to the subject property unless a supplemental employment agreement has been negotiated.

Payments received later than thirty (30) days after the date of invoice will be subject to a service charge of one per cent (1%) per month.

COMPLETION SCHEDULE

The Otteau Group, Inc. shall perform all services as expeditiously as is consistent with professional skill and care required for the timely completion of the work.

STANDARD TERMS AND CONDITIONS

The services provided will be subject to the **limiting conditions and schedule of hourly billing rates** which are attached and made part of this proposal.

Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses, including travel, copying, computer plotting and other reproducible items, postal charges, photography, subcontracted work and other expenses directly related to a specific project or application are billed at the firm's direct cost without mark-up for administration.

In the event of non-payment by the client, Otteau Group, Inc. shall be entitled to reimbursement for reasonable attorneys' fees and all costs of proceedings incurred in enforcing this Agreement.

This agreement may be terminated at any time by the client. In the event of termination Otteau Group, Inc. will be compensated for all services and expenses incurred up to and including the effective date of termination.

This proposal is valid for fifteen (15) days. After this period, we reserve the right to review our schedule of work and fees.

We thank you for the opportunity to work with you on this important assignment. If this agreement is acceptable, please **return one (1) signed copy of this proposal**, as our authorization to proceed with the scope of services presented to the following address:

Otteau Group, Inc.
Administrative Office
15 Brunswick Woods Drive
East Brunswick, New Jersey 08816
orders@otteau.com

Respectfully submitted,



Camila Melgarejo

enclosures

Sign Below to Authorize Scope of Services Outlined Above

ACCEPTED: _____ Date: _____
Henry Underhill

ABOUT OTTEAU GROUP, INC.

Otteau Group is a multi-discipline real estate appraisal and advisory firm providing services to a wide range of public and private clients. Our mission is to assist our clients in keeping pace with emerging trends in real estate through insightful analysis and cutting edge pricing skills.

Appraisal Services are provided to financial & lending institutions, developers & builders, attorneys, investors, relocation management service companies, governmental agencies, corporations and the public. Our **Consulting Group** provides a wide array of services with respect to market analysis, project feasibility, redevelopment planning, project valuation and municipal entitlement proceedings. **Litigation support** is provided for matters requiring the valuation and corresponding expert testimony for eminent domain proceedings, contractual disputes, bankruptcy, tax appeals, equitable distribution, estate valuation and stigma related issues. **OTTEAU.com** offers a wide range of content and analysis on real estate trends including live-session lectures and our MarketTRAC and MarketCAST subscription packages.

For further details on our services please visit www.otteau.com.

SCHEDULE OF HOURLY BILLING RATES

PRINCIPALS

Jeffrey G. Otteau, SCGREA, IFA	\$200.00
Christopher J. Otteau, MAI, SCGREA	\$200.00
Heather Esposito, SCGREA	\$200.00

SENIOR VALUATION STAFF

Christopher B. Dollard, MAI, SCGREA	\$200.00
Mario Carrico, SCRREA	\$200.00

STAFF APPRAISERS

\$200.00

MARKETING CONSULTANTS

Marie Pinelli Otteau	\$200.00
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RESEARCH ASSISTANTS

\$100.00

REIMBURSABLES

Driving	\$0.55 per mile
Copying	\$0.12 per copy
Miscellaneous	billed at direct cost

NOTE: Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses, including travel, copying, computer plotting and other reproducible items, postal charges, subcontracted work and other expenses directly related to a specific project or application are billed at the firm's direct cost without mark-up for administration.

CONSULTING SERVICES ARE SUBJECT TO THE FOLLOWING LIMITING CONDITIONS:

Any sketches in the report will be included to assist the reader in visualizing the property. We will make no survey of the property and assume no responsibility in connection with such matters.

We will believe to be reliable the information furnished to us by others, but will assume no responsibility for its accuracy.

Possession of the report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by any but the client, and then only with proper qualification.

We reserve the right to recall our report and make any amendments, corrections, or changes that we may deem necessary should additional information become available to us.

Additional Conditions for Valuation Assignments:

Any distribution of the total valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used. Unless otherwise noted in the report, it will be assumed that there are no encroachments, easements, zoning violations, use restrictions, or other conditions not evident upon a surface inspection of the property. Description of the physical condition of the improvements will be based on a visual inspection only. No liability will be assumed for the soundness of structural members since no engineering tests will be made by the appraiser.

The existence of any potentially hazardous materials or environmental conditions will not be considered as we are not qualified to detect such substances. The client is urged to retain an expert in this field, if desired. I assume that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable. I assume no responsibility for such conditions, or for engineering which might be required to discover such factors.

The legal description furnished to us will be assumed to be correct. We assume no responsibility for the matters legal in character nor do we render any opinion as to the title, which is assumed to be held in fee simple. All existing liens and encumbrances will be disregarded and the property will be appraised as though free and clear under responsible ownership and competent management.

Resolution 2016-59

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

**AWARDING A CONTRACT FOR ENGINEERING INSPECTION SERVICES FOR
THE REHABILITATION OF SETTLING TANKS PROJECT FOR THE WATER
PLANT**

WHEREAS, Hightstown Borough solicited proposals from the Engineering Pool for engineering inspection services and recommendations for payment to the contractor for the Rehabilitation of Settling Tank at the Water Treatment Plant; and

WHEREAS, the proposal submitted by Carmela Roberts of Roberts Engineering Group LLC of Hamilton, New Jersey was the lowest proposal received at a cost not to exceed \$8,000.00; and

WHEREAS, this project is funded by the New Jersey Environmental Infrastructure Trust; and

WHEREAS, the Borough Administrator and Purchasing Agent have reviewed the proposal and recommend that the contract for the engineering inspection and recommendations for payment to the contractor for the Rehabilitation of Settling Tank at the Water Treatment Plant be made to Roberts Engineering Group LLC; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the contract for engineering inspection and recommendations for payment to the contractor for the Rehabilitation of Settling Tanks at the Water Treatment Plant, be awarded to Roberts Engineering Group LLC of Hamilton, New Jersey for an amount not to exceed \$8,000.00.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Margaret M. Riggio
Deputy Borough Clerk



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

RECEIVED

FEB 26 2016

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

MUNICIPAL CLERK'S OFFICE

February 25, 2016

Debra Sopronyi, RMC, QPA, CMR, Borough Clerk, Purchasing Agent
Borough of Hightstown
156 Bank Street
Hightstown, New Jersey 08520

Re: Request for Inspection Proposal
Settling Tanks
Borough of Hightstown, Mercer County
Our File No.: H1671

Dear Ms. Sopronyi:

Roberts Engineering Group, LLC is pleased to provide a proposal to perform on-site inspection for the NJEIT funded project for Rehabilitation of Settling Tanks at The Water Treatment Plant.

Our services will consist specifically of on-site inspection and recommendations for payment to the Contractor.

Our fees will be at a cost not to exceed \$8,000.00.

Should you have any questions or comments, please do not hesitate to contact our office.

Very truly yours,

A handwritten signature in blue ink that reads "Carmela Roberts".

Carmela Roberts, PE, CME
Borough Engineer

Cc: Karen Thompson, Roberts Engineering Group, LLC

Resolution 2016-60

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

ACCEPTING MEMBERSHIP OF MATTHEW C. LAWSON IN HIGHTSTOWN ENGINE CO. NO. 1

WHEREAS, Matthew C. Lawson of Roosevelt, New Jersey has applied for membership in Hightstown Engine Company No. 1; and

WHEREAS Mr. Lawson has undergone and passed the required physical examination, and his membership application has been reviewed and approved by Fire Chief Scott Jenkins;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the membership of Matthew C. Lawson in Hightstown Engine Company No. 1 is hereby accepted.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to Hightstown Engine Co. #1.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk

Resolution 2016-61

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

ACCEPTING MEMBERSHIP OF MILTON MATAMOROS IN HIGHTSTOWN ENGINE CO. NO. 1

WHEREAS, Milton Matamoros of Hightstown, New Jersey has applied for membership in Hightstown Engine Company No. 1; and

WHEREAS Mr. Matamoros has undergone and passed the required physical examination, and his membership application has been reviewed and approved by Fire Chief Scott Jenkins;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the membership of Milton Matamoros in Hightstown Engine Company No. 1 is hereby accepted.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to Hightstown Engine Co. #1.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk

Resolution 2016-62

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

ACCEPTING MEMBERSHIP OF CHARLES CARR IN HIGHTSTOWN ENGINE CO. NO. 1

WHEREAS, Charles Carr of Hightstown, New Jersey has applied for membership in Hightstown Engine Company No. 1; and

WHEREAS Mr. Carr has undergone and passed the required physical examination, and his membership application has been reviewed and approved by Fire Chief Scott Jenkins;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the membership of Charles Carr in Hightstown Engine Company No. 1 is hereby accepted.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to Hightstown Engine Co. #1.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk

Resolution 2016-63

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

ACCEPTING MEMBERSHIP OF THOMAS C. DISTELCAMP, JR. IN HIGHTSTOWN ENGINE CO. NO. 1

WHEREAS, Thomas C. Distelcamp, Jr. of Hightstown, New Jersey has applied for membership in Hightstown Engine Company No. 1; and

WHEREAS Mr. Distelcamp has undergone and passed the required physical examination, and his membership application has been reviewed and approved by Fire Chief Scott Jenkins;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the membership of Thomas C. Distelcamp, Jr. in Hightstown Engine Company No. 1 is hereby accepted.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to Hightstown Engine Co. #1.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk

Resolution 2016-64

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

ACCEPTING MEMBERSHIP OF ROMAS MASTALSKI IN HIGHTSTOWN ENGINE CO. NO. 1

WHEREAS, Romas Mastalski of Monroe, New Jersey has applied for membership in Hightstown Engine Company No. 1; and

WHEREAS Mr. Mastalski has undergone and passed the required physical examination, and his membership application has been reviewed and approved by Fire Chief Scott Jenkins;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the membership of Romas Mastalski in Hightstown Engine Company No. 1 is hereby accepted.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to Hightstown Engine Co. #1.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk

Resolution 2016-65

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

AUTHORIZING A BOND REDUCTION FOR BLOCK 53, LOT 1.02 SOUTH MAIN STREET – PEDDIE SCHOOL FACULTY AND STUDENT HOUSING

WHEREAS, on June 4, 2015 Peddie School deposited a cash performance guarantee in the amount of \$1,176,289.07 for the project known as the Peddie School Faculty and Student Housing project; and

WHEREAS, on January 19, 2016 Peddie School requested a reduction in the performance guarantee associated with the work completed on the project; and

WHEREAS, the Borough Engineer has inspected the project site to confirm the work completed and update the performance bond to reflect all uncompleted work; and

WHEREAS, the Borough Engineer recommends a performance bond reduction to reflect the amount of \$448,245.53 to be retained as the performance bond.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the CFO is hereby authorized to issue a refund in the amount of 728,043.54 to the Peddie School, reducing the performance bond amount to \$448,245.53 as set forth herein.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk

January 19, 2016
File #N-1900

CREST

Engineering Associates Inc.

Hightstown Borough
Henry Underhill, Administrator
Debra Sopronyi, Borough Clerk
Sandy Belan, Planning Bd. Secretary
156 Bank Street
Hightstown, NJ 08520

Fredrick C. Raffetto, Esq.
Hightstown Borough Attorney
Ansell, Zaro, Grimm & Aaron
1500 Lawrence Avenue - CN 7807
Ocean, NJ 07712

Re: Bond Reduction
Peddie School Faculty and Student Housing
South Main Street, Hightstown, NJ

Ladies and Gentlemen:

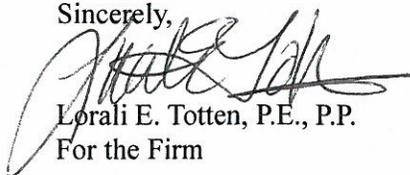
The project owner and applicant, Peddie School, has caused to be constructed a large percentage of the site improvements associated with the above referenced project. Many items have been completely installed. Therefore, in accordance with the Municipal Land Use Law, Peddie School respectfully requests a bond reduction.

To this end, we have prepared and attached *a percent completion calculation* dated November 16, 2015 based upon the approved Bond Estimate prepared by Roberts Engineering Group, LLC and dated June 1, 2015. Additionally, please find attached *one set of plans* (3 sheets/set) entitled, "Peddie School Interim As-built Survey", prepared by Bruce Blair, PLS, of Boucher & James, Inc., dated January 13, 2016. The as-builts show the improvements installed through November 2015.

Note that not all the inverts have been obtained. The soil erosion and sediment control measures are in place and prevent obtaining inverts of some of the storm sewer. Also, one or two of the sanitary sewer manholes are in areas of heavy construction such as where cranes are located to install the floor decking for the dorms. These manholes have been covered for protection.

On behalf of the owner, we request that the bond be reduced to the extent permitted by law. Thank you in advance for your assistance with the completion of this project to everyone's satisfaction.

Sincerely,



Lorali E. Totten, P.E., P.P.
For the Firm

LET:kl
encs.

cc: Carmela Roberts, Borough Engineer/encs.
Michael McKitish, Peddie School/encs.

Q:\1501-2000\1900\HBAAdmin.odt

100 Rike Drive
Millstone Township, NJ 08535
Ph 609-448-5550 · Fax 609-448-2157
crestnj@crestengineering.net www.crestengineering.net

12 Robbins Parkway
Toms River, NJ 08753
Ph 732-244-0888 · Fax 732-244-0788
cresttr@crestengineering.net

As Landmark Land Consultants, Englewood, Florida 941-475-5651

BOND REDUCTION REQUEST 1**Onsite Improvements****CREST Engineering Associates Inc.**

100 Rike Drive, Millstone, NJ 08535
 (609) 448-5550 Fax: 448-2157

Date: November 16, 2015

Rvsd:

Prep'd: LET

Project Name: **The Peddie School**

Project Location: Hightstown Borough

File #: **N-1900**

Based upon Guarantee Estimate dated 6-1-2015
 Prepared by Roberts Engineering Group LLC

Item No	Description	Quantity	Unit	Unit Cost	Cost Extension	Percent completed	Reduction requested
1.00	EROSION CONTROL						
1.01	Stone Tracking Pad	1	EA	\$ 750.00	\$ 750.00	0%	\$0.00
1.02	Silt Fence	3,021	LF	\$ 5.00	\$ 15,105.00	0%	\$0.00
1.03	Inlet Protection	28	EA	\$ 100.00	\$ 2,800.00	0%	\$0.00
2.00	SITE WORK						
2.01	Site Clearing, Demolition & Grading	3.00	AC	\$ 8,000.00	\$ 24,000.00	100%	\$24,000.00
3.00	ROADWAY CONSTRUCTION / PARKING LOT / ACCESS TO BUILDING						
3.01	Curb	1,751	LF	\$ 26.00	\$ 45,526.00	100%	\$45,526.00
3.02	Sidewalk / Access to New Building	5,862	SF	\$ 7.00	\$ 41,034.00	0%	\$0.00
3.03	Handicap Ramp	8	EA	\$ 1,200.00	\$ 9,600.00	0%	\$0.00
3.04	4" Bit. Stab. Base Course	2,839	SY	\$ 20.50	\$ 58,192.67	100%	\$58,192.67
3.05	2" F.A.B.C. Surface Course	3,413	SY	\$ 10.00	\$ 34,125.56	0%	\$0.00
3.06	6" Dense Graded Aggregate Course	2,839	SY	\$ 25.00	\$ 70,966.67	100%	\$70,966.67
3.07	Concrete Apron	80	SF	\$ 35.00	\$ 2,800.00	0%	\$0.00
3.08	Parking Stall Striping	500	LF	\$ 2.00	\$ 1,000.00	0%	\$0.00
4.00	STORMWATER MANAGEMENT SYSTEM						
4.01	12" RCP (CL V)	66	LF	\$ 65.00	\$ 4,290.00	100%	\$4,290.00
4.02	15" RCP (CL IV)	48	LF	\$ 65.00	\$ 3,120.00	100%	\$3,120.00
4.03	18" RCP	66	LF	\$ 70.00	\$ 4,620.00	100%	\$4,620.00
4.04	10" Roof Drain Pipe (Size To Be Confirmed)	717	LF	\$ 50.00	\$ 35,850.00	0%	\$0.00
4.05	12" ADS	685	LF	\$ 65.00	\$ 44,525.00	100%	\$44,525.00
4.06	15" ADS	338	LF	\$ 75.00	\$ 25,350.00	80%	\$20,280.00
4.07	Outlet Control Structure/Inspection Manhole	1	EA	\$ 5,000.00	\$ 5,000.00	100%	\$5,000.00
4.08	Type "A" Inlets	10	EA	\$ 3,000.00	\$ 30,000.00	100%	\$30,000.00
4.09	Type "E" Inlets	5	EA	\$ 4,000.00	\$ 20,000.00	80%	\$16,000.00
4.10	Type "B" Inlets	5	EA	\$ 3,500.00	\$ 17,500.00	100%	\$17,500.00
4.11	Modified "B" Inlets	1	EA	\$ 4,000.00	\$ 4,000.00	100%	\$4,000.00
4.12	Cleanouts	21	EA	\$ 350.00	\$ 7,350.00	0%	\$0.00
4.13	Storm Manholes	1	EA	\$ 2,500.00	\$ 2,500.00	100%	\$2,500.00
4.14	Inspection Manholes	3	EA	\$ 3,000.00	\$ 9,000.00	100%	\$9,000.00

Onsite Improvements

100 Rike Drive, Millstone, NJ 08535
 (609) 448-5550 Fax: 448-2157

Date: November 16, 2015
 Rvsd:
 Prep'd: LET

Project Name: **The Peddie School**
 Project Location: Hightstown Borough
 File #: **N-1900**

Based upon Guarntee Estimate dated 6-1-2015
 Prepared by Roberts Engineering group LLC.

Item No	Description	Quantity	Unit	Unit Cost	Cost Extension	Percent completed	Reduction requested
4.15	Aqua Filter/Aqua Swirl Combination (Model AF-7.10)	1	EA	\$ 100,000.00	\$ 100,000.00	100%	\$100,000.00
4.16	1,800 Gallon Drywells – H2O loading	8	EA	\$ 10,000.00	\$ 80,000.00	0%	\$0.00
4.17	U/G Detention Basin (677 LF of 60" ADS Pipe)	1	EA	\$ 70,000.00	\$ 70,000.00	100%	\$70,000.00
5.00	SANITARY						
5.01	8" PVC New Sanitary Service	227	LF	\$ 70.00	\$ 15,890.00	100%	\$15,890.00
5.02	Sanitary Manholes, 8' Deep ±	2	EA	\$ 3,500.00	\$ 7,000.00	100%	\$7,000.00
6.00	WATER						
6.01	4" D.I.P. Water Main Relocation – (new pipe)	531	LF	\$ 60.00	\$ 31,860.00	100%	\$31,860.00
6.02	(including Fittings and Thrust Blocks)						
6.03	4" D.I.P. New Water Service	277	LF	\$ 50.00	\$ 13,850.00	75%	\$10,387.50
6.04	6" D.I.P. New Fire Main	513	LF	\$ 70.00	\$ 35,910.00	75%	\$26,932.50
6.05	Water Valves and corporation stops	19	EA	\$ 2,500.00	\$ 47,500.00	75%	\$35,625.00
7.00	LANDSCAPING						
7.01	TREES – BOTANICAL NAME						
7.02	ACER SACCHARUM 'GREEN MOUNTAIN SUGAR MAPLE', B&B, 3-3 1/2", 14'-16', FULL	3	EA	\$550.00	\$ 1,650.00	0%	\$0.00
7.03	ACER RUBRUM 'OCTOBER GLORY 'OCTOBER GLORY RED MAPLE', B&B, 3-3 1/2", 14'-16', FULL	2	EA	\$500.00	\$ 1,000.00	0%	\$0.00
7.04	AMELANCHIER LAEVIS X AUTUMN BRILLIANCE, B&B, 7-8', CLUMPS	4	EA	\$310.00	\$ 1,240.00	0%	\$0.00
7.05	BETULA NIGRA 'HERITAGE', 2 1/2" CAL, 8'-10', FULL	5	EA	\$330.00	\$ 1,650.00	0%	\$0.00
7.06	CORNUS CELESTIAL RUTGERS HYBRID, 'CELESTIAL WHITE DOGWOOD', B&B 3-3 1/2", 8'-10'	14	EA	\$350.00	\$ 4,900.00	0%	\$0.00
7.07	CUPRESSOCYPARIS LEYLANDII, 'LEYLANDI CYPRESS', B&B 2 1/2" CAL, 8'-10'	3	EA	\$390.00	\$ 1,170.00	0%	\$0.00
7.08	FAGUS GRANDIFOLIA 'AMERICAN BEECH', B&B, 3-3 1/2", 13'-15', FULL	1	EA	\$550.00	\$ 550.00	0%	\$0.00
7.09	LIRIODENDRON TULIPIFERA 'TULIP TREE', B&B, 3-3 1/2", 14'-16', FULL	3	EA	\$500.00	\$ 1,500.00	0%	\$0.00
7.10	MAGNOLIA VIRGINIANA 'SWEET BAY MAGNOLIA', B&B, 2 1/2" CAL, 8'-10'	6	EA	\$330.00	\$ 1,980.00	0%	\$0.00
7.11	PINUS CEMBRA 'SWISS STONE PINE', B&B, 2 1/2" CAL, 7'-8'	3	EA	\$390.00	\$ 1,170.00	0%	\$0.00
7.12	PRUNUS X OKAME 'OKAME CHERRY', B&B, 2 1/2-3", 7'-8'	9	EA	\$340.00	\$ 3,060.00	0%	\$0.00
7.13	QUERCUS ALBAL 'WHITE OAK', B&B, 3-3 1/2", 14'-16'	5	EA	\$550.00	\$ 2,750.00	0%	\$0.00
7.14	QUERCUS PHELLOS 'WILLOW OAK', B&B, 3-3 1/2", 14'-16'	2	EA	\$550.00	\$ 1,100.00	0%	\$0.00

Onsite Improvements

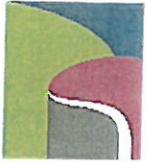
100 Rike Drive, Millstone, NJ 08535
 (609) 448-5550 Fax: 448-2157

Date: November 16, 2015
 Rvsd:
 Prep'd: LET

Project Name: **The Peddie School**
 Project Location: Hightstown Borough
 File #: **N-1900**

Based upon Guarantee Estimate dated 6-1-2015
 Prepared by Roberts Engineering group LLC.

Item No	Description	Quantity	Unit	Unit Cost	Cost Extension	Percent completed	Reduction requested
7.15	TILIA TOMENTOSUM 'SILVER LINDEN', B&B, 4-4 1/2", 16'-18', FULL	5	EA	\$550.00	\$ 2,750.00	0%	\$0.00
7.16	SHRUBS - BOTANICAL NAME						
7.17	HYDRANGEA INVOLUCRATA, 3 GAL, 18"-24"	1	EA	\$60.00	\$ 60.00	0%	
7.18	ILEX CRENATA 'GREEN LUSTER', 3 GAL, 18-24"	38	EA	\$50.00	\$ 1,900.00	0%	\$0.00
7.19	ITEA VIRGINICA 'LITTLE HENRY', 3, GAL, 18-24"	72	EA	\$40.00	\$ 2,880.00	0%	\$0.00
7.20	LEUCOTHOE FONTANESIANA 'GIRARD'S RAINBOW', 3 GAL, 18-24"	13	EA	\$50.00	\$ 650.00	0%	\$0.00
7.21	PRUNUS LAUROCERASUS 'OTTO LUYKEN', 3 GAL, 18-24"	15	EA	\$50.00	\$ 750.00	0%	\$0.00
7.22	RHODODENDRON 'NOVA ZEMBLA', 5 GAL, 24-30"	4	EA	\$80.00	\$ 320.00	0%	\$0.00
7.23	RHODODENDRON 'ROSEUM ELEGANS', 3 GAL, 24-30"	6	EA	\$80.00	\$ 480.00	0%	\$0.00
7.24	SPIRAEA BUMALDA 'ANTHONY WATERER', 3 GAL, 18-24"	24	EA	\$36.00	\$ 864.00	0%	\$0.00
7.25	SPIRAEA JAPONICA 'NEON FLASH', 3 GAL, 18-24"	30	EA	\$36.00	\$ 1,080.00	0%	\$0.00
7.26	VIBURNUM CARLESII 'CAYUGA', 5 GAL, 24-30"	9	EA	\$80.00	\$ 720.00	0%	\$0.00
7.27	WEIGELA FLORIDA 'MY MONET', 3 GAL, 15-18"	29	EA	\$36.00	\$ 1,044.00	0%	\$0.00
7.28	WEIGELA FLORIDA 'SPILLED WINE', 3 GAL, 15-18"	51	EA	\$36.00	\$ 1,836.00	0%	\$0.00
7.29	GROUND COVERS & ANNUALS - BOTANICAL NAME						
7.30	HEMEROCALLIS 'HAPPY RETURNS', 1 GAL	55	EA	\$14.00	\$ 770.00	0%	\$0.00
7.31	HOSTA 'GUACAMOLE', 1 GAL	16	EA	\$14.00	\$ 224.00	0%	\$0.00
7.32	HOSTA 'PATRIOT', 1 GAL	33	EA	\$14.00	\$ 462.00	0%	\$0.00
7.33	HOSTA 'SUM & SUBSTANCE', 1 GAL	12	EA	\$14.00	\$ 168.00	0%	\$0.00
7.34	RUDBECKIA F.GOLDSTURM 'BLACK-EYED SUSAN', 1 GAL	17	EA	\$14.00	\$ 238.00	0%	\$0.00
7.35	VINCA MINOR, 1 GAL	151	EA	\$10.00	\$ 1,510.00	0%	\$0.00
8.00	MISCELLANEOUS SITE CONSTRUCTION						
8.01	Pole Mounted Lighting	6	EA	\$ 2,800.00	\$ 16,800.00	0%	\$0.00
					\$ 980,240.89		\$657,215.33
					TOTAL ESTIMATED CONSTRUCTION COST		TOTAL ESTIMATED COMPLETED CONSTRUCTION COST



February 15, 2016

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

Re: Performance Guarantee Reduction #1
Peddie School Faculty and Student Housing
Block 53, Lot 1.02
South Main Street
Our File No.: HPB1402

Dear Mayor and Council:

By way of a letter dated January 19, 2016, The Peddie School has requested a reduction of the Performance Guarantee for the Faculty and Student Housing Project. A Bond Reduction Estimate has been submitted by the Peddie School Engineer to reflect all of the completed improvements to date.

My office has reviewed the Bond Reduction Estimate and performed a field inspection to verify the accuracy of the estimates and has updated the Performance Guarantee Estimate to reflect all uncompleted work.

Attached please find a Performance Guarantee Estimate for Reduction #1 for the Peddie School Faculty and Student Housing Project.

The original Performance Guarantee submitted was in the amount of \$1,176,289.07. Based on our inspection and the remainder of the items to be completed, the reduced Performance Guarantee is \$448,245.53. At least 10% or \$44,824.55 must be in cash.

Should you have any questions, please feel free to contact me.

Very truly yours,

Carmela Roberts, PE, CME
Borough Engineer

Enclosure

cc: Henry Underhill, Administrator
Debra Sopronyi, RMC, QPA, Borough Clerk
Frederick C. Raffetto, Esq., Borough Attorney
Janice Mohr-Kminek, Treasurer
Michael McKitish, The Peddie School
Lorali E. Totten, PE, PP, Crest Engineering Associates Inc., Applicant's Engineer



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

BOND REDUCTION ESTIMATE #1

PREPARED FOR

Peddie School Faculty & Student Housing

SITUATED IN

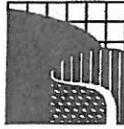
BOROUGH OF HIGHTSTOWN, MERCER COUNTY, NEW JERSEY

Our File No.: HPB1402

January 10, 2016

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

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1.00	EROSION CONTROL				
1.01	Stone Tracking Pad	0	EA	\$ 750.00	\$ 0.00
1.02	Silt Fence	0	LF	\$ 5.00	\$ 0.00
1.03	Inlet Protection	0	EA	\$ 100.00	\$ 0.00
2.00	SITE WORK				
2.01	Site Clearing, Demolition & Grading	3.00	AC	\$ 8,000.00	\$ 24,000.00
3.00	ROADWAY CONSTRUCTION / PARKING LOT / ACCESS TO BUILDING				
3.01	Curb	1,576	LF	\$ 26.00	\$ 40,973.40
3.02	Sidewalk / Access to New Building	0	SF	\$ 7.00	\$ 0.00
3.03	Handicap Ramp	0	EA	\$ 1,200.00	\$ 0.00
3.04	4" Bit. Stab. Base Course	2,555	SY	\$ 20.50	\$ 52,379.55
3.05	2" F.A.B.C. Surface Course	0	SY	\$ 10.00	\$ 0.00
3.06	6" Dense Graded Aggregate Course	2,555	SY	\$ 25.00	\$ 63,877.50
3.07	Concrete Apron	0	SF	\$ 35.00	\$ 0.00
3.08	Parking Stall Striping	0	LF	\$ 2.00	\$ 0.00
4.00	STORMWATER MANAGEMENT SYSTEM				
4.01	12" RCP (CL V)	66	LF	\$ 65.00	\$ 4,290.00
4.02	15" RCP (CL IV)	0	LF	\$ 65.00	\$ 0.00
4.03	18" RCP	0	LF	\$ 70.00	\$ 0.00
4.04	10" Roof Drain Pipe (Size To Be Confirmed)	0	LF	\$ 50.00	\$ 0.00
4.05	12" ADS	342.5	LF	\$ 65.00	\$ 22,262.50
4.06	15" ADS	338	LF	\$ 75.00	\$ 25,350.00
4.07	Outlet Control Structure/Inspection Manhole	1	EA	\$ 5,000.00	\$ 5,000.00
4.08	Type "A" Inlets	2	EA	\$ 3,000.00	\$ 6,000.00
4.09	Type "E" Inlets	5	EA	\$ 4,000.00	\$ 20,000.00
4.10	Type "B" Inlets	5	EA	\$ 3,500.00	\$ 17,500.00
4.11	Modified "B" Inlets	1	EA	\$ 4,000.00	\$ 4,000.00
4.12	Cleanouts	0	EA	\$ 350.00	\$ 0.00
4.13	Storm Manholes	1	EA	\$ 2,500.00	\$ 2,500.00
4.14	Inspection Manholes	3	EA	\$ 3,000.00	\$ 9,000.00
4.15	Aqua Filter/Aqua Swirl Combination (Model AF-7-10)	1	EA	\$ 100,000.00	\$ 100,000.00
4.16	1,800 Gallon Drywells - H2O loading	0	EA	\$ 10,000.00	\$ 0.00
4.17	U/G Detention Basin (677 LF of 60" ADS Pipe)	1	EA	\$ 70,000.00	\$ 70,000.00
5.00	SANITARY				
5.01	8" PVC New Sanitary Service	227	LF	\$ 70.00	\$ 15,890.00
5.02	Sanitary Manholes, 8' Deep ±	2	EA	\$ 3,500.00	\$ 7,000.00
6.00	WATER				
6.01	4" D.I.P. Water Main Relocation - (new pipe)	531	LF	\$ 60.00	\$ 31,860.00
6.02	(including Fittings and Thrust Blocks)				
6.03	4" D.I.P. New Water Service	207.75	LF	\$ 50.00	\$ 10,387.50
6.04	6" D.I.P. New Fire Main	384.75	LF	\$ 70.00	\$ 26,932.50
6.05	Water Valves and corporation stops	19	EA	\$ 2,500.00	\$ 47,500.00
7.00	LANDSCAPING				
7.01	TREES - BOTANICAL NAME				
7.02	ACER SACCHARUM 'GREEN MOUNTAIN SUGAR MAPLE', B&B, 3-3 1/2", 14'-16", FULL	0	EA	\$ 550.00	\$ 0.00
7.03	ACER RUBRUM 'OCTOBER GLORY 'OCTOBER GLORY RED MAPLE', B&B, 3-3 1/2", 14'-16", FULL	0	EA	\$ 500.00	\$ 0.00
7.04	AMELANCHIER LAEVIS X AUTUMN BRILLIANCE, B&B, 7-8', CLUMPS	0	EA	\$ 310.00	\$ 0.00
7.05	BETULA NIGRA 'HERITAGE', 2 1/2" CAL, 8'-10', FULL	0	EA	\$ 330.00	\$ 0.00
7.06	CORNUS CELESTIAL RUTGERS HYBRID, CELESTIAL WHITE DOGWOOD', B&B 3-3 1/2", 8'-10'	0	EA	\$ 350.00	\$ 0.00
7.07	CUPRESSOCYPARIS LEYLANDII, 'LEYLANDI CYPRESS', B&B 2 1/2" CAL, 8'-10'	0	EA	\$ 390.00	\$ 0.00
7.08	FAGUS GRANDIFOLIA 'AMERICAN BEECH', B&B, 3-3 1/2", 13'-15', FULL	0	EA	\$ 550.00	\$ 0.00
7.09	LIRIODENDRON TULIPIFERA 'TULIP TREE', B&B, 3-3 1/2", 14'-16', FULL	0	EA	\$ 500.00	\$ 0.00
7.10	MAGNOLIA VIRGINIANA 'SWEET BAY MAGNOLIA', B&B, 2 1/2" CAL, 8'-10'	0	EA	\$ 330.00	\$ 0.00
7.11	PINUS CEMBRA 'SWISS STONE PINE', B&B, 2 1/2" CAL, 7'-8'	0	EA	\$ 390.00	\$ 0.00
7.12	PRUNUS X OKAME 'OKAME CHERRY', B&B, 2 1/2-3", 7-8'	0	EA	\$ 340.00	\$ 0.00
7.13	QUERCUS ALBA 'WHITE OAK', B&B, 3-3 1/2", 14'-16'	0	EA	\$ 550.00	\$ 0.00
7.14	QUERCUS PHELLOS 'WILLOW OAK', B&B, 3-3 1/2", 14'-16'	0	EA	\$ 550.00	\$ 0.00
7.15	TILIA TOMENTOSUM 'SILVER LINDEN', B&B, 4-4 1/2", 16'-18', FULL	0	EA	\$ 550.00	\$ 0.00
7.16	SHRUBS - BOTANICAL NAME				
7.17	HYDRANGEA INVOLUCRATA, 3 GAL, 18"-24"	0	EA	\$ 60.00	\$ 0.00



Roberts
 ENGINEERING GROUP LLC
 Women Business Enterprise Certified

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

BOND REDUCTION ESTIMATE #1

PREPARED FOR

Peddle School Faculty & Student Housing

SITUATED IN

BOROUGH OF HIGHTSTOWN, MERCER COUNTY, NEW JERSEY

Our File No.: HPB1402

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
7.18	ILEX CRENATA 'GREEN LUSTER', 3 GAL, 18-24"	0	EA	\$50.00	\$ 0.00
7.19	ITEA VIRGINICA 'LITTLE HENRY', 3, GAL, 18-24"	0	EA	\$40.00	\$ 0.00
7.20	LEUCOTHOE FONTANESIANA 'GIRARD'S RAINBOW', 3 GAL, 18-24"	0	EA	\$50.00	\$ 0.00
7.21	PRUNUS LAUROCERASUS 'OTTO LUYKEN', 3 GAL, 18-24"	0	EA	\$50.00	\$ 0.00
7.22	RHODODENDRON 'NOVA ZEMBLA', 5 GAL, 24-30"	0	EA	\$80.00	\$ 0.00
7.23	RHODODENDRON 'ROSEUM ELEGANS', 3 GAL, 24-30"	0	EA	\$80.00	\$ 0.00
7.24	SPIRAEA BUMALDA 'ANTHONY WATERER', 3 GAL, 18-24"	0	EA	\$36.00	\$ 0.00
7.25	SPIRAEA JAPONICA 'NEON FLASH', 3 GAL, 18-24"	0	EA	\$36.00	\$ 0.00
7.26	VIBURNUM CARLESII 'CAYUGA', 5 GAL, 24-30"	0	EA	\$80.00	\$ 0.00
7.27	WEIGELA FLORIDA 'MY MONET', 3 GAL, 15-18"	0	EA	\$36.00	\$ 0.00
7.28	WEIGELA FLORIDA 'SPILLED WINE', 3 GAL, 15-18"	0	EA	\$36.00	\$ 0.00
7.29	GROUND COVERS & ANNUALS - BOTANICAL NAME				
7.30	HEMEROCALLIS 'HAPPY RETURNS', 1 GAL	0	EA	\$14.00	\$ 0.00
7.31	HOSTA 'GUACAMOLE', 1 GAL	0	EA	\$14.00	\$ 0.00
7.32	HOSTA 'PATRIOT', 1 GAL	0	EA	\$14.00	\$ 0.00
7.33	HOSTA 'SUM & SUBSTANCE', 1 GAL	0	EA	\$14.00	\$ 0.00
7.34	RUDBECKIA F.GOLDSTURM 'BLACK-EYED SUSAN', 1 GAL	0	EA	\$14.00	\$ 0.00
7.35	VINCA MINOR, 1 GAL	0	EA	\$10.00	\$ 0.00
8.00	MISCELLANEOUS SITE CONSTRUCTION				
8.01	Pole Mounted Lighting	0	EA	\$ 2,800.00	\$ 0.00
	Construction Costs Completed				\$ 606,702.95
	Construction Costs Remaining				\$ 373,537.94
	20% Contingency				\$74,707.59
	Total Performance Guarantee Required To Date				\$448,245.53
	90% Bond Portion				\$403,420.98
	10% Cash Portion				\$44,824.55

SUMMARY

Current Performance Guarantee
 Total Performance Guarantee Required To Date
 Reduction

\$1,176,289.07
 \$448,245.53
 \$728,043.54

Outstanding Items

- Item No. 3.01 - Curb, 1751 LF requested - 1576 LF constructed
- Item No. 3.04 - 4" Bit. Stab. Base Course - 2839 SY requested - 2555 SY constructed
- Item No. 3.06 - 6" Dense Graded Aggregate Course - 2839 SY requested - 2555 SY constructed
- Item No. 4.02 - 15" RCP (Class IV) - 48 LF requested - 0 LF installed
- Item No. 4.03 - 18" RCP - 66 LF requested - 0 LF installed
- Item No. 4.05 - 12" ADS - 685 LF requested - 342.5 LF installed
- Item No. 4.08 - Type "A" Inlets - 10 requested - 2 constructed
- Item No. 6.03 - 4" DIP - new water service - 207.75 LF requested - 0 LF installed
- Item No. 6.04 - 6" DIP - new fire main - 384.75 LF requested - 0 FL installed

Resolution 2016-66

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

AMENDING RESOLUTION 2016-02

WHEREAS, resolution 2016-02 made and confirmed Borough Official appointments for 2016; and

WHEREAS, there was an error in the Municipal Court appointments requiring the following corrections be made to resolution:

Robert Yostembski	<u>Prosecutor</u> 1 yr.	December 31, 2016
Richard Kelly	<u>Public Defender</u> 1 yr.	December 31, 2016

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of Hightstown Borough that above appointments in resolution 2016-02 are hereby amended to read as noted herein.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk

Resolution 2016-67

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

AUTHORIZING RECEIPT OF BIDS FOR ZETA LYTE 1A ANIONIC POLYELECTROLYTE

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Borough Engineer is hereby authorized to prepare specifications and advertise for bids for Zeta Lyte 1A Anionic Polyelectrolyte for the Water and Waste Water Treatment Plants, and that the Borough is authorized to receive same after proper advertisement.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk

Resolution 2016-68

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

RENEWING A CONTRACT FOR CURBSIDE RECYCLING COLLECTION – WASTE MANAGEMENT OF NEW JERSEY, INC.

WHEREAS, Resolution 2012-35 awarded a contract for Curbside Recycling Collection to Waste Management of New Jersey, Inc. of Ewing, New Jersey; and,

WHEREAS, pursuant to N.J.S. A. 40A:11 – 15 (3) the bid was for a period of five (5) years, said contract being awarded for a period of one (1) year with the Borough reserving the right to renew at the end of each one-year contract period for a total aggregate contract period of five (5) years; and,

WHEREAS, the cost for this contract for year five is \$32,016.00 with the monthly cost per unit for added units to be at the rate of \$2.00 throughout the period.

WHEREAS, the Purchasing Agent and Public Works Superintendent have reviewed the services provided and recommend that the contract be renewed for an additional one year period; and,

WHEREAS, funds for this expenditure will be made available in the 2016 and 2017 budgets.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the contract for Curbside Recycling Collection in Hightstown Borough is hereby renewed with Waste Management of New Jersey, Inc. of Ewing, New Jersey for a one year period in the amount of \$32,016.00 for a total aggregate contract period of five (5) years.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that a one-year contract for Curbside Recycling Collection Service in Hightstown Borough is hereby renewed with Waste Management of New Jersey, Inc. of Ewing, New Jersey in the amount of \$32,016.00.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk

Resolution 2016-69

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

AUTHORIZING REFUND OF TAX OVERPAYMENT

WHEREAS, an overpayment of 2016 taxes was made for Block 26, Lot 1.01, 130 Monmouth Street, in the amount of \$665.44 due to an overpayment made by the mortgage company; and

WHEREAS, the payer, National Link, 300 Corporate Center Drive, Suite 300, Moon Township, Pennsylvania, 15108 has requested that a refund be issued for the overpayment in the amount of \$665.44; and

WHEREAS, the Tax Collector has requested that said overpayment be refunded in the amount of \$665.44.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Tax Collector and CFO are hereby authorized to issue a refund in the amount of \$665.44 to National Link, 300 Corporate Center Drive, Suite 300, Moon Township, Pennsylvania, 15108, representing the tax overpayment as set forth herein.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk

Resolution 2016-70

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

APPOINTING AND AUTHORIZING AN AGREEMENT FOR PROFESSIONAL BOND COUNSEL SERVICES – EDWARD J. MCMANIMON III, ESQ.

WHEREAS, there exists the need for professional bond counsel services for 2016; and

WHEREAS, the Borough Council wishes to appoint Edward J. McManimon III, Esq. of the firm McManimon, Scotland & Baumann, LLC of Roseland, New Jersey as Bond Counsel effective January 1, 2016; and

WHEREAS, the cost for the proposed services shall not exceed \$7,500.00 without further approval by the Borough Council; and,

WHEREAS, funds for this purpose will be made available in the 2016 budget; 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, it has been determined that the value of this contract may exceed \$17,500, and therefore the contract is also 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

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 McManimon, Scotland & Baumann, LLC has completed and submitted 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 has further submitted 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 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 Mayor is authorized to execute and the Borough Clerk to attest an Agreement between the Borough of Hightstown and Edward J. McManimon III, Esq. regarding the above-referenced professional bond counsel 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 McManimon, Scotland & Baumann, LLC is a firm whose attorneys are authorized by law to practice a recognized profession.

A G R E E M E N T

THIS AGREEMENT ("Agreement"), made as of this ____ day of _____, 2016 by and between the BOROUGH OF HIGHTSTOWN, in the County of Mercer, a body politic of the State of New Jersey, herein designated as the "Client" and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey, 07068 hereinafter designated as "Counsel":

WITNESSETH:

The Client desires to engage the services of Counsel for one or more of the services described herein which may consist of (i) services related to public finance and (ii) services related to redevelopment, environmental, litigation or other non-public finance services. To the extent that the Client requests such services of Counsel for any of such services, they shall be billed as follows:

I. Public Finance

1. Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

A. Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey statutes.

C. When the Client determines to issue bonds or notes, Counsel will prepare the necessary resolutions or other operative documents to set up the bond or note sale and will submit them to the Client's general counsel for review. Counsel will seek the advice of the Client's financial advisor and/or auditor in connection with the appropriate maturity schedule for the bonds or notes to be sold and will review legal issues relating to the structure of the bond or note issue. Counsel will assist the Client in seeking from other governmental authorities such approvals, permissions and exemptions as Counsel determines are necessary or appropriate in connection with the authorization, issuance and delivery of bonds or notes. Counsel will review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the bonds or notes and will arrange for the printing and the distribution of such offering or disclosure document. Counsel will prepare and review the notice of sale pertaining to the competitive sale of the bonds or notes and will arrange for the printing of such notice of sale in The Bond Buyer, as applicable, and will answer inquiries made by the investment community concerning the bond or note sale. Counsel will assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of bonds or notes. Counsel will render legal advice as necessary concerning the submission of bids for the bonds or notes in accordance with the notice of sale and the requirements of law. After the bond or note sale, Counsel will prepare the bonds or notes for execution,

will prepare and see to the execution of the necessary closing certificates, including the continuing disclosure undertaking of the Client, and will establish the time and the place for the delivery of the bonds or notes to the successful bidder. Counsel will coordinate the closing, at which time the bonds or notes will be delivered, payment will be made for the bonds or notes, and Counsel will issue a final approving legal opinion with respect to the validity and binding effect of the bonds or notes, the source of payment and security for the bonds or notes and the excludability of interest on the bonds or notes from gross income for federal and New Jersey income tax purposes, if applicable.

D. Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or notes and the investment of the proceeds thereof.

E. Counsel will provide such other services as may be requested from time to time by the Client including any referendum, validation proceedings or other action relating to the Client or the authorization and issuance of a financing instrument by the Client.

2. The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of \$600.

C. For services rendered in connection with each note sale, a fee equal to the greater of (i) \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 or (ii) \$1,000. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$500.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$215 per hour for attorneys and \$135 per hour for legal assistants. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

H. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).

I. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement and shall be itemized in each invoice presented to the Client.

II. Redevelopment, Environmental, Litigation and Non-Public Finance Services

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects, (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions, (iii) litigation, including representation in any and all action authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternate dispute resolution matters or (iv) any other legal services, such services shall be billed as follows:

2. The Client will make payment to Counsel for such general legal services at the blended hourly rates set forth in paragraph I(2)(G). Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$325 for attorneys and \$180 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(I).

3. Services rendered in connection with the issuance of bonds or refunding bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., the New Jersey Economic Stimulus Act of 2009, or other applicable law, will be billed (i) if issued in the manner set forth in the Local Bond Law, in accordance with

the fee schedule set forth in paragraph I(2) or (ii) in accordance with an agreed upon fee at the time of issuance if issued pursuant to a trust indenture or general bond resolution.

III. General Provisions

1. Upon execution of this Agreement, the Client will be Counsel's client and an attorney-client relationship will exist between Client and Counsel. Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in the transactions contemplated hereby. Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Counsel. For various reasons, including the minimization of unnecessary storage expenses, Counsel reserves the right to dispose of any documents or other materials retained by Counsel after the termination of this Agreement.

3. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

4. Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. The primary contact attorney for services performed pursuant to this Agreement shall be Edward J. McManimon, III.

6. Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

7. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to McManimon, Scotland & Baumann, LLC based on the merits and abilities of McManimon, Scotland & Baumann, LLC to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* As such, the undersigned does hereby attest that the principals of McManimon, Scotland & Baumann, LLC controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

IN WITNESS WHEREOF, the BOROUGH OF HIGHTSTOWN, has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Counsel has caused this agreement to be duly executed by the proper party as of the day and year first above written.

BOROUGH OF HIGHTSTOWN

ATTEST:

By: _____

McMANIMON, SCOTLAND & BAUMANN, LLC

By: 
Matthew D. Jessup

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.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk

Resolution 2016-71

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

APPOINTING AND AUTHORIZING AN AGREEMENT FOR PROFESSIONAL AUDITOR SERVICES – WILLIAM E. ANTONIDES, JR.

WHEREAS, there exists the need for professional auditor services for 2016; and

WHEREAS, the Borough Council wishes to appoint William E. Antonides, Jr. of the firm William E. Antonides & Company of Wall, New Jersey as Borough Auditor effective January 1, 2016; and

WHEREAS, the cost for the proposed services shall not exceed \$28,000.00 without further approval by the Borough Council; and,

WHEREAS, funds for this purpose will be made available in the 2016 budget; 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, it has been determined that the value of this contract may exceed \$17,500, and therefore the contract is also 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

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 William E. Antonides & Company has completed and submitted 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 has further submitted 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 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 Mayor is authorized to execute and the Borough Clerk to attest an Agreement between the Borough of Hightstown and William E. Antonides, Jr. regarding the above-referenced professional auditor 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 William E. Antonides & Company 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.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement made this _____ day of _____, 2016, by and between the Borough of Hightstown (hereinafter called "the Borough"), a municipal corporation of the State of New Jersey, and William E. Antonides, Jr., Certified Public Account and Registered Municipal Accountant, of the firm William E. Antonides and Company (hereinafter called "the Auditor"), having a place of business at 2807 Hurley Pond Road, Wall, New Jersey, 07719.

WHEREAS, the Borough is required by R.S. 40A:5-4 to undertake an annual audit and certain related activities which require the services of an independent Registered Municipal Accountant; and

WHEREAS, the governing body of the Borough by Resolution 2016-47, has appointed the Auditor for a period commencing and ending as indicated herein; and,

WHEREAS, the Borough may need to undertake a number of certain related accounting services or studies in order to maintain a policy of good fiscal management; and

WHEREAS, the Auditor has offered to provide such services,

BE IT THEREFORE AGREED by the parties as follows:

A. Term of Contract

This Contract shall be for the fiscal year 2016, with the understanding that the 2016 Statutory Audit will be completed in 2016.

B. Scope of Services:

The Auditor will audit the financial statements – regulatory basis of the Borough of Hightstown (the “Borough”) for the period ending December 31, 2016 in accordance with auditing procedures generally accepted in the United States of America, the standards applicable to financial audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States; and audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the “Division”) and will include such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances.

The objective of our audit is the expression of our opinion concerning whether the financial statements - regulatory basis are fairly presented, in all material respects, in conformity with audit requirements prescribed by the Division.

B. Scope of Services (Continued):

We will also report on internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

If applicable, we will report on internal control related to major programs and report on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act; OMB Circular A-133, "*Audits of States, Local Governments and Non-Profit Organizations*"; and the provisions of the State of New Jersey OMB Circular 04-04.

Our audit will include tests of the accounting records of the Borough, a determination of major programs, if applicable, in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such an opinion and render the required reports. If our opinion on the financial statements - regulatory basis is modified for any reason, or if the Single Audit compliance report is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or may not issue a report as a result of this engagement.

An engagement letter will be provided prior to commencement of our audit which details the accounting work to be performed and the related particulars. The specific responsibilities of the Borough and the Auditor regarding the audit are delineated in this letter.

C. Fees:

We expect to complete our audit within the statutory time period and will work with the Borough's management to develop work schedules, which will allow for the engagement to be completed within such constraints. The fees are attached in Schedule A.

D. Indemnity:

The Borough hereby indemnifies William E. Antonides and Company and its partners and employees, and holds them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Borough's management, regardless of whether such person was acting in the Borough's interest. This indemnification will survive termination of this letter of arrangement.

E. Affirmative Action

The Auditor agrees to comply with all applicable requirements, terms and provisions of Public Law 1975, c. 127, commonly known as Affirmative Action Law, and regulations promulgated thereunder by the Treasurer of the State of New Jersey, as amended and supplemented from time to time, as set forth in the Addendum A of this Contract.

F. Execution of Certifications

The Auditor agrees to execute the disclosure certification pertaining to ethics or conflicts which the Borough hereafter may require members of and consultants to Borough bodies to execute.

G. Insurance

The Auditor shall be covered by professional liability insurance in an amount not less than one million dollars (\$1,000,000.).

H. Breach or Non-Performance

In the event that either party deems the other to have breached this Agreement or to have failed to perform its obligations under this Agreement, it shall serve written notice of its intention to revoke this Agreement, and forty-five (45) days after service of such notice, the Agreement shall be deemed to have been terminated by the party giving such notice.

I. Audit Administration and Other

The audit documentation for this engagement is the property of William E. Antonides and Company and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of William E. Antonides and Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Except as discussed below, any requests for access to our audit documentation will be discussed with you prior to making them available to requesting parties.

Our Firm, as well as other accounting firms, participates in a "peer review" program, covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the audit documentation reviewed by our peer reviewers, please notify us in writing.

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditors' report is issued. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

J. Performance of Duties

The Auditor shall faithfully and diligently perform the services for the Borough in conformity with the standards of his profession.

IN WITNESS WHEREOF, the Borough has caused this agreement to be executed by the Mayor and witnessed to by the Clerk, and the said Auditor has hereunder set his hand, and the Borough seal the day and year first above written.

ATTEST:

BOROUGH OF HIGHTSTOWN

_____ BY: _____

Municipal Clerk

Mayor

WITNESS:

William E. Antonides, Jr., C.P.A., R.M.A.



Maie Porcosepe BY:

SCHEDULE A - FEES

Our fee for the statutory audit will be \$28,000.

The above fees assume that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary as a result of errors, omissions or other misstatements in the financial records or the discovery of material weaknesses in internal control, we will discuss it with you and arrive at a new fee estimate before additional costs are incurred. Additionally, should the Division impose additional auditing requirements during the period covered by this letter which would require us to expand the engagement beyond the procedures and tests presently contemplated; we will advise you in writing of any such circumstance that would an adjustment of the fees listed above.

Meetings and consultations during the year are included in our contractual fee. If a review is requested which necessitates additional time, a separate fee will be discussed with the Borough before the work is undertaken. Special services are rendered on an hourly basis, based on the fee schedule included below. A fixed fee may be quoted if the scope of the work can be determined.

Our standard hourly rates which vary according to the degree of responsibility involved and the experience level of the personnel assigned to the Borough, are as follows:

<u>Position</u>	<u>Hourly Rate</u>
Partner	\$ 150.00
Manager	\$ 140.00
Senior Staff Accountant	\$ 90.00
Para-Professional	\$ 45.00

Although not anticipated, if the Borough wishes us to prepare the financial statements and the related notes, the cost would be \$9,000 in addition to the aforementioned fee for the audit.

Resolution 2016-72

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

AUTHORIZING THE MAYOR AND CLERK TO SIGN CANCELLATION OF TAX LIEN FOR BLOCK 50, LOT 7

WHEREAS, on December 04, 2014 Borough of Hightstown acquired a tax lien at a sale held by Angela LoConte, Collector of Taxes, Hightstown Borough for certain property described as Block 50 Lot 7 on the Hightstown Borough Tax Map, and,

WHEREAS, the Tax Sale Certificate issued was recorded on February 06, 2015 in the office of the Mercer County Clerk in Mortgage Book 11111 OR, Page 50-52, and

WHEREAS, this tax sale certificate issued has been satisfied by payment in full and the Tax Collector does so certify.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Hightstown Borough that the Mayor and Clerk be and are hereby authorized to sign the tax sale certificate for the property known as Block 50, Lot 7 on the Hightstown Borough tax map.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 7, 2016.

Debra L. Sopronyi
Borough Clerk

Ordinance 2016-xx

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

**AN ORDINANCE AMENDING AND SUPPLEMENTING SUBSECTION 28-3-11,
ENTITLED “AA ACTIVE ADULT AGE-RESTRICTED HOUSING,”
OF SECTION 28-3, “DISTRICTS ESTABLISHED; ZONING MAP,”
OF CHAPTER 28, “ZONING,” OF THE “REVISED GENERAL ORDINANCES
OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY.”**

WHEREAS, the “Enchantment at Hightstown” (also referenced as the “Enchantment”) is an 88-unit, age restricted, single family residential community located on property known as Block 1, Lots 1, 5, 6 and 7; Block 10, Lots 10, 11 and 12; and Block 11, Lots 1, 21 and 22 (collectively referenced as the “Development”) in the Borough of Hightstown; and

WHEREAS, the Development is located within the “AA Active Adult Age-Restricted Housing” Zoning District within the Borough, and comprises all of the real properties located within said Zoning District; and

WHEREAS, the regulations associated with the “AA Active Adult-Age-Restricted Housing” Zoning District prescribe certain age restrictions associated with the occupancy of all dwelling units located within said Zoning District; and

WHEREAS, similar age restrictions were incorporated into a “Declaration of Restrictive and Protective Covenants, Easements, Conditions, Charges and Liens of Enchantment at Hightstown Homeowners Association, Inc.,” which was recorded in the Office of the Mercer County Clerk on October 10, 2006 in Deed Book 5488 at Page 0091, *et seq.*; and

WHEREAS, representatives of the Enchantment at Hightstown Homeowners Association, Inc. (the “Homeowners Association”) have requested that the Borough consider amending the regulations associated with the “AA Active Adult-Age-Restricted Housing” Zoning District, in order to revise the age requirements associated with eligibility for occupancy of dwelling units within said Zoning District; and

WHEREAS, this proposal has been formally approved by the Homeowners Association;
and

WHEREAS, the Homeowners Association submits that the proposed amendment shall enable the units within the Development to be more marketable, and that the amendments are therefore in the best interests of the residents of the Development, as well as the public at large;
and

WHEREAS, the Homeowners Association has prepared an Amendment to “Declaration of Restrictive and Protective Covenants, Easements, Conditions, Charges and Liens of Enchantment at Hightstown Homeowners Association, Inc.,” which the Homeowners Association intends to record with the Office of the Mercer County Clerk, following the receipt of all necessary approval(s) from the Borough of Hightstown relating to this proposal; and

WHEREAS, the Hightstown Borough Council has received and reviewed this request, and believes that the request is reasonable, and in the best interests of the health, safety and welfare of the public; and

WHEREAS, the Borough Council therefore wishes to authorize the adoption of the within Ordinance in order to modify the existing language of certain provisions currently contained within the Borough Code.

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

1. That Subsection 28-3-11, entitled “AA Active Adult Age-Restricted Housing,” of Section 28-3, “Districts Established; Zoning Map,” of Chapter 28, “Zoning,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby amended and supplemented in the following respects (additions are shown with underline, deletions are shown with ~~strikeout~~):

28-3-11 AA Active Adult Age-Restricted Housing

a. Minimum Tract Size.

Active Adult Age-Restricted Housing developments are permitted on tracts of land at least thirty (30) acres in size within the “AA” zoning district.

b. Age Restrictions.

1. All dwelling units within an age-restricted housing development shall be deemed restricted for occupancy ~~by households with at least one (1) person fifty five (55) years of age or older and with no person less than nineteen (19) years of age, provided that visitors less than nineteen (19) years of age are permitted for no more than eight (8) weeks during any twelve (12) month time period.~~ as follows:

a. The use and occupancy of all dwelling units, with limited exception, shall be limited to individuals of the age of fifty-five (55) years and over in accordance with the “Federal Housing for Older Persons Act of 1995.” Therefore, occupancy of the units shall be restricted so that at least one (1) person of the age of fifty-five (55) years or over (the “Age Qualified Occupant”) must occupy the unit provided that a younger spouse or companion is also permitted to use and occupy the unit and that children age nineteen (19) or older are permitted to reside with an otherwise qualified resident. In addition, up to twenty percent (20%) of the units may be occupied without an age qualified occupant (by individuals under fifty-five (55) years of age) subject to the following conditions:

(i) Up to fifteen percent (15%) of the units may be occupied by persons under the age of fifty-five (55), as long as each such unit will be occupied by at least one (1) person that is at least fifty (50) years of age or older; and

(ii) An underage surviving spouse or companion of an age qualified occupant may continue to occupy the unit provided that, at all times, at least eight percent (80%) of the units in the development are occupied by at least one (1) Age Qualified Occupant.

b. In the event that an owner of a unit dies, testate or intestate, leaving as heirs one (1) or more persons who do not qualify as to age, these restrictions shall in no way be deemed to restrict the ownership of said unit by the heirs, provided, however, that said heir(s) (except for surviving spouses or companions which are otherwise provided for herein), their successors or assigns shall not reside in the unit until he or she meets the age requirement (fifty-five (55) years or older) [subject to the twenty percent (20%) limitation for the Development set forth above] together with such other requirements that may be contained herein.

In no event may any unit be occupied by any person under the age of nineteen (19) years of age. For the purpose of this Section, "occupy" by a person under the age of nineteen (19) years of age means over thirty (30) overnight stays by such person in any twelve (12) month period.

2. The form and wording of the proposed deed restrictions shall be submitted to the Planning Board for review as part of the application for Preliminary Site Plan and/or subdivision approval, and the wording shall be reviewed, modified as necessary, and finally approved by the Planning Board, and incorporated within a Developer's Agreement between the developer and the Borough Council as a condition of any approval granted by the Planning Board for an active adult age-restricted housing development.
3. The wording of the deed restrictions as approved by the Planning Board shall be recited in the Master Deed and the Homeowners Association by-laws.

[NO FURTHER REVISIONS TO BE MADE TO THE EXISTING LANGUAGE OF SUBSECTION 28-3-11.]

2. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

3. 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.

4. 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