

Agenda
Hightstown Borough Council
Business Meeting
 May 2, 2016
 Hightstown Fire House
 7:00 PM Executive Session
 7:30 PM Workshop Meeting

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

Meeting called to order by Mayor Lawrence Quattrone.

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

Roll Call

Executive Session 2016-98 Authorizing a Meeting that Excludes the Public

Personnel – Judge James Newman
 Litigation – Frank Marchione
 Contract Negotiations – RBG Hightstown, LLC (The Mills at Hightstown)

Flag Salute

Approval of the Agenda

Appointing Police Chief **2016-99** Appoint Police Chief

Engineer Items Stormwater Permit Requirements – DEP
 Walking Bridge Update

Public Comment I Any person wishing to address the Mayor and Council regarding matters on the agenda will be allowed a maximum of three minutes for his or her comments.

Ordinances **2016-13 Final Reading and Public Hearing** – An Ordinance Amending and Supplementing Chapter 4, Entitled “Licensing”, of the “Revised General Ordinances of the Borough of Hightstown, New Jersey”

Resolutions **2016-100** Authorizing Payment of Bills

2016-101 Authorizing Withdrawal from COAH litigation

Consent Agenda	2016-102	Authorizing a Transfer of Tax Overpayment (Block 28, Lot 29)
	2016-103	Authorizing a Transfer of Tax Overpayment (Block 45, Lot 7)
	2016-104	Establishing a Revised Rate Schedule for Collection of Garbage from Certain Licensed Retail Food Establishments
	2016-105	Issue a Refund for Zoning and Commercial CO
	2016-106	Re-appointing Ira E. Kreizman as Hearing Officer
	2016-107	Authorizing Emergency Temporary Appropriations Prior to Adoption of the 2016 Budget

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

Discussion

FEMA Stormwater Ordinance – for FEMA Approval
 Abandoned Property Ordinance
 Parking (Stockton Street Lot)

Subcommittee Reports

Mayor/Council/Administrative Reports

Adjournment

Resolution 2016-98

*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 May 2, 2016 at 7:00 p.m. in the Hightstown Fire House located at 140 North Main 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:

Personnel – Judge James Newman

Litigation – Frank Marchione

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: August 2, 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 May 2, 2016.

Margaret M. Riggio
Deputy Borough Clerk

Resolution 2016-99

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

APPOINTING A POLICE CHIEF

WHEREAS, Section 2-19.4 of the Revised General Ordinances of the Borough of Hightstown, provides for the appointment of a Police Chief who shall serve at the pleasure of the Mayor and Council; and,

WHEREAS, it is the desire of the Mayor and Council to appoint Frank Gendron to serve the Borough as Police Chief for the period April 18, 2016 through December 31, 2019; and

WHEREAS, specific terms and conditions of employment have been set forth in a written agreement and said terms of agreement are hereby approved by the Mayor and Council.

WHEREAS, said agreement and appointment shall be effective April 18, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the appointment of Frank Gendron is hereby ratified and confirmed as Police Chief for a term of three years with specific terms and conditions of employment set forth in the written agreement and said terms of agreement are hereby approved by the Mayor and Council effective April 18, 2016.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 2, 2016.

Margaret M. Riggio
Deputy Borough Clerk

EMPLOYMENT AGREEMENT BETWEEN THE BOROUGH OF
HIGHTSTOWN AND FRANK GENDRON TO SERVE AS CHIEF OF
POLICE

THIS AGREEMENT, entered into on this 18th day of April, 2016 , by and between the Borough of Hightstown, in the County of Mercer, New Jersey (hereinafter referred to as the Borough), and Frank Gendron, (hereinafter referred to as the Chief of Police), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents certain terms and condition of employment for the Chief of Police. The Chief is also subject to the Borough's personnel manual in effect at the time of the execution of this Agreement ("Personnel Manual") to the extent that the provisions contained therein are not modified by this Agreement.

ARTICLE I
RESPONSIBILITIES OF THE CHIEF OF POLICE

Pursuant to state law, the Ordinances of the Borough and the regulations and policies established by the appropriate authority, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- a) Conduct and manage the day to day operations of the Police Department:
- b) Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel:
- c) Have, exercise, and discharge the functions, powers and duties of the police force:
- d) Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision:
- e) Prescribe the duties and assignments of all subordinates and other police department personnel: and
- f) Report at least monthly at a regular meeting of the Borough, or by any such other forms as the Borough shall require, as to the operation of the police force during the preceding month.

ARTICLE II
WORK WEEK AND HOLIDAYS

1. The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. The Chief of Police shall work at least forty (40) hours per week, and shall not be eligible for overtime.
2. The Chief of Police shall be entitled to utilize three (3) personal days per calendar year as provided in the Personnel Manual.
3. The Chief shall receive twelve (12) holidays off per calendar year as spelled out in the Personnel Manual.

ARTICLE III
SICK LEAVE

1. Sick leave is hereby defined to mean an absence by the Chief of Police due to illness, accident, injury, disability, or exposure to contagious disease, or the necessity to attend to and care for a seriously ill member of his immediate family.

2. In the event the Chief of Police requires sick leave due to any of the above-stated reasons, he shall provide written notice to the Borough Administrator regarding the use of such leave.

3. The term immediate family for the purpose of this Article shall include the following: a) spouse; b) parent; c) step-parent; d) child; e) foster child; and f) any other relative residing in the Chief of Police's household.

4. Sick leave shall accrue for the Chief of Police at the rate of eight (8) hours per month of service, and shall accumulate from year to year, with a maximum accumulation of one thousand (1000) hours, to be used as set forth herein.

5. The Chief of Police, at his option, may be paid for a maximum of one hundred twenty (120) hours from his sick leave bank each year at the equivalent of his base salary hourly rate. Payment shall be made no later than January 30th of the succeeding year.

6. Upon retirement, the Chief of Police may exchange sick days for a cash payment at his then-prevailing base salary rate up to a total value of \$15,000. The Borough shall make such payment no later than thirty (30) days following the Chief of Police' official retirement date. The Chief of Police will notify the Borough 6 months in advance of any retirement date which would occur prior to December 31, 2019.

ARTICLE IV
INJURY LEAVE

1. In the event the Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, the Chief of Police shall be entitled to full pay for a period of one year commencing with the date of such work-related injury or illness, or until such time as he has been accepted for retirement by the Policemen's Pension System. If the Chief of Police exercises this right, he shall surrender to and deliver any workman's compensation salary payments to the

Borough Treasurer in order to receive his entire salary payment. If illness continues beyond one year, the Chief of Police shall be paid on the basis of his accumulated sick leave.

ARTICLE V
FUNERAL LEAVE

1. In the event of death in the Chief of Police's immediate family (herein defined as either a spouse, parent, stepparent, grandparent, sibling, child, foster child, stepchild, grandchild, parent-in-law, daughter-in-law or son-in-law) or any other relatives residing in the Chief of Police's home, the Chief of Police shall be granted time off, without loss of pay, commencing no later than the day of the funeral, but in no event to exceed three (3) consecutive calendar days.
2. The Chief of Police will be granted special funeral leave, without loss of pay, for a period of one (1) day due to the death of any other relative or individual not specified above.

ARTICLE VI
VACATIONS

The Chief of Police shall be entitled to twenty-seven (27) days of vacation time per calendar year.

1. The Chief of Police shall be entitled to schedule his vacation time, provided that the Chief of Police shall not take vacation leave unless ranking officers are available to assume control of, and responsibility for, the operation of the Police Department. In addition, the Chief of Police shall not schedule his vacation time during any time period where planned events shall require the presence of the Chief of Police.
2. Up to 10 days of unused vacation time may be paid at that year's rate of pay in which the vacation is earned, paid at the equivalent of his regular hourly rate, and shall be paid no later than January 30th of the succeeding year. An additional 5 days may be carried over to the following year only. Any unused and accrued vacation time shall be compensated for by the Borough at the Base Salary hourly rate when the Chief of Police becomes voluntarily separated, or retires from employment with the Borough. However, any unused and accrued vacation time will not be compensated for if the Chief of Police terminates his employment with the Borough without giving four weeks (4) week's prior notice to the Borough Administrator.

ARTICLE VII
INSURANCE, HEALTH, AND WELFARE

1. The Borough shall maintain medical insurance coverage for the benefit of the Chief of Police and his family (herein defined as a spouse or dependent). At no time shall the Chief of Police receive less medical insurance coverage than that which is received by any other members of the Police Department. The Chief shall contribute premium contributions toward his benefits in the amounts calculated in P.L. 2011, Chapter 78 even if or when Chapter 78 sunsets.

2. The Borough shall supply the Chief of Police with all necessary legal advice and counsel in the defense of any and all claims, charges and/or allegations filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The Chief of Police, subject to the approval of the Borough, may make the selection of an attorney and the Borough shall not unreasonably withhold such approval. The Borough shall be responsible for indemnification of the Chief with respect to any such claims, charges and/or allegations, including compensatory damages, punitive damages, attorney's fees, costs, etc., so long as the Chief is found to have not participated or acted in any illegal manner. The Borough shall similarly be responsible for indemnification and counsel in connection with all claims, including compensatory, punitive damages, attorney's fees, costs, etc. for actions filed subsequent to the expiration of this agreement, so long as the Chief is not found to have participated or acted in any illegal manner.

3. Life Insurance in the amount of \$20,000.00 will also be provided by the Borough at no cost to the Chief of Police.

ARTICLE VIII
CLOTHING ALLOWANCE

1 The Chief of Police and the Borough agree that there shall be a clothing allowance provided to the Chief of Police in the amount of \$1,200.00, to be paid in accordance with the existing practice, *i.e.*, voucher/receipt system.

2 The Borough shall replace any clothing or personal items damaged or destroyed in the line of duty, or reimburse the Chief of Police for the cost of replacing such items, provided reasonable replacement costs are mutually agreed to between the Borough and the Chief of Police. The Borough Administrator will approve all such purchases and reimbursements.

3 It shall be left to the professional discretion of the Chief of Police as to when he should wear formal or informal uniform or plain clothes.

ARTICLE IX

CHIEF'S CAR

1. The Borough agrees to supply the Chief of Police with an unmarked automobile to be used for police work. However, it shall be a full-sized, four-door car and shall be equipped with all such equipment as is normally needed for police work, including but not limited to emergency lights, siren, police radio, etc. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief of Police.

2. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs.

3. The automobile shall not be used by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

ARTICLE X

SALARY

Commencing on April 1, 2016 the Chief's annual salary shall be \$ 129,200. The Chief's base salary will increase 2% each year of this Agreement on January 1st of 2017, 2018 and 2019. Salary shall be paid in accordance with the usual practice of bi-weekly paychecks.

ARTICLE XI
LONGEVITY

The Chief of Police shall be paid, an annual longevity in the amount of \$8800 per year, which shall be paid as a component of the Chief's base salary, prorated on a bi-weekly basis, with appropriate deductions. When used in this agreement, the term "base salary" shall include the annual salary listed in Article X as well as Longevity identified in Article XI.

ARTICLE XII
EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

1. The Chief of Police shall be permitted to attend and be compensated for, at his Base Salary hourly rate, any school, seminar or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigation, or any other educational program of a management or supervisory nature. Mutually agreed upon expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Borough. In addition, the Borough agrees to grant the Chief of Police two (2) educational/instructional days off per year. In no event shall the Borough be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities.
2. Borough agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference, the annual International Association of Chiefs of Police Conference, and the annual FBI National Academy Associates Conference subject to the availability of funding in the municipal budget. If the Chief of Police attends a conference at Borough expense, the Chief of Police shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers.
3. Borough also agrees to pay for the Chief of Police's dues for membership in the Mercer County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, the

International Association of Chiefs of Police, and the FBI National Academy Associates.

4. Borough agrees to grant time off and pay all mutually agreed upon expenses incurred by the Chief of Police attending any meeting of the above-named associations, as long as such meetings are held within the State of New Jersey. In the event any such meeting occurs outside of New Jersey, the Chief of Police shall first obtain permission to attend such meeting from the Borough Administrator.

ARTICLE XIII
SEPARABILITY AND SAVINGS

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIV
EVALUATION

The parties agree that the Chief of Police shall be evaluated in accordance with the Personnel Manual.

ARTICLE XV
MODIFICATION

This Agreement represents the full agreement of the parties, and no modifications shall be made hereto unless such modification is made in writing and mutually accepted by all parties as evidenced by their signature.

ARTICLE XVI
TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of April 18, 2016 and shall remain in effect to, and including, December 31, 2019. Frank Gendron's term as police Chief will terminate

at 12 midnight, December 31, 2019, unless mutually extended by agreement of the parties.

If the Hightstown Police Department ceases to exist during the term of this Agreement, it (this Agreement) will be terminated, except that the Borough agrees to fund the purchase of pension time in the Police and Firemen's Retirement System for the Chief of Police to reach thirty (30) years of service, provided that the Chief does not accept police employment elsewhere in New Jersey.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

**CHIEF OF POLICE
FOR THE BOROUGH**

**ON BEHALF OF THE
BOROUGH**

Mayor

Borough Clerk



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

1670 Whitehorse-Hamilton Square Rd.
Hamilton, New Jersey 08690
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April 7, 2016

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

Re: NJPDES Stormwater Permit
Borough of Hightstown, Mercer County, NJ
Our File No.:H1533

Dear Mayor and Council:

I attended a conference recently presented by the NJDEP about upcoming proposed changes to the Borough's NJPDES Stormwater Permit. As you might recall, the Borough was issued a permit in 2005 and since that time has had to adopt a Stormwater Management Plan, a Stormwater Control Ordinance and various other ordinances which address stormwater pollution, wildlife and maintenance of stormwater facilities. Each year, we have had to prepare an Annual Certification along with a Stormwater Pollution Prevention Plan which indicates the specific steps the Borough is taking to remain in compliance with its permit.

The NJDEP has issued a draft of the permit that will take effect on February 1, 2017 and there are several important changes to the permit. The changes are as follows:

1. The Borough must map in a GIS format the entire stormwater system;
2. The Borough will be responsible for assuring that all privately owned stormwater facilities are properly maintained by the private entity, and if they are not, the Borough will be responsible for assuring that the stormwater facilities remain in compliance;
3. Stormwater permits will now be required for construction activity that disturbs at least one acre. Prior to this, the limit was 5 acres;
4. Local public education requirements will increase from 10 points to 12 points although there are additional activities for which you can gain points;
5. Online training will be required for all municipal council and board members;
6. For all new major development, a stormwater summary form will be required to be prepared and submitted;
7. The Borough representative that prepares the Stormwater Pollution Prevention Plan, which in this case is the Borough Engineer, will be required to attend a two-day Stormwater Management Training. The Training would be free and would be good for 5 years until the next permit renewal;
8. If there are any Total Maximum Daily Limitations (TMDLs) within the Borough, the Borough must incorporate the TMDL information into the Stormwater Pollution Prevention Plan and determine a method to reduce the pollutant;
9. The Stormwater Pollution Prevention Plan must be uploaded to the Borough's website.

As the permit will be effective next year, the Borough should begin planning to remain in compliance with the permit and how to approach each of the requirements listed in this letter.

I will be available to discuss this with the Borough at your convenience.

Very truly yours,

Carmela Roberts, PE, CME
Borough Engineer

Cc: Debra Sopronyi, RMC, QPA, CMR, Borough Clerk
Henry Underhill, Borough Administrator
Kenneth Lewis, Superintendent of Public Works

Ordinance 2016-13

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

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 4, ENTITLED
“LICENSING”, OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF
HIGHTSTOWN, NEW JERSEY.”**

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 following regulations shall be added to the Borough Code regarding the licensing of Massage Parlors in the Borough of Hightstown:

DEFINITIONS:

As used in this chapter, the following terms shall have the meanings indicated:

Massage, Bodywork and Somatic Therapies

Any systems of activity of structured touch which include, but are not limited to, holding, applying pressure, positioning and mobilizing soft tissue of the body by manual technique and use of visual, kinesthetic, auditory and palpating skills to assess the body for purposes of applying therapeutic massage, bodywork or somatic principles. Such applications may include, but are not limited to, the use of therapies such as heliotherapy or hydrotherapy, the use of moist hot and cold external applications, external application of herbal or topical preparations not classified as prescription drugs, movement and neuromyofacial education and education in self-care and stress management. Massage, bodywork and somatic therapies do not include the diagnosis or treatment of illness, disease, impairment or disability.

Massage, Bodywork and Somatic Therapist

Any person licensed pursuant to the provisions of the Massage and Bodywork Therapist Licensing Act. N.J.S.A. 45:11-53.

Massage, Bodywork and Somatic Therapy Establishment

Any establishment wherein massage, bodywork and/or somatic therapies are administered or are permitted to be administered, when such therapies are administered for any form of consideration.

NONLICENSED THERAPISTS PROHIBITED

The administering of massage, bodywork and/or somatic therapies for any form of consideration by any person not licensed by the State of New Jersey pursuant to the Massage and Bodywork Therapist Licensing Act, P.L. 1999, c. 19, amended 2007, c. 337. shall be prohibited throughout the Borough of Hightstown.

LICENSE REQUIRED

Establishment: No person, firm or corporation shall operate any establishment or utilize any premises in the Borough of Hightstown as or for a massage, bodywork and somatic therapy establishment unless or until such person, firm or corporation has obtained a license for such establishment or premises from the Municipal Clerk in accordance with the terms and provisions of this chapter.

RENEWALS

- A. All licenses shall be valid for a period of three years from the date of issuance.
- B. Licensees may renew their licenses prior to expiration by filing a new application with the Municipal Clerk in the manner prescribed in this chapter accompanied by the requisite fee.

APPLICATIONS FOR LICENSE

Establishment: Any person desiring a massage, bodywork and somatic therapy establishment license shall file a written application with the Municipal Clerk upon a form provided by the Clerk. The application form shall contain the following information:

- A. The type of ownership of the business, i.e., whether individual, partnership, corporation or otherwise.
- B. The name, style and designation under which the business is to be conducted.
- C. The business address and all telephone numbers, including facsimile, where business is to be conducted.
- D. A complete list of the names and residence addresses of all massage, bodywork and somatic therapists and employees of the business and the name and residence address of the manger or other person principally in charge of the operation of the business.
- E. A sworn statement indicating that all massage, bodywork and somatic therapists employed or to be employed by the establishment or otherwise permitted to work at the establishment have been licensed by the State of New Jersey pursuant to the Massage and Bodywork Therapist Licensing Act, P.L. 1999, c. 19, amended 2007, c. 337.
- F. The following personal information concerning the applicant(s), if an individual; concerning each stockholder holding more than 10% of the stock of the corporation, each officer and each director, if the applicant is a corporation; concerning the partners, including limited partners, if the applicant is a partnership; and concerning the manager or other person principally in charge of the operation of the business shall be provided:
 1. The name, complete residence address and residence telephone number.
 2. The two previous addresses immediately prior to the present address of the applicant.
 3. Written proof of age.
 4. Height, weight, sex, color of hair and eyes
 5. Two front-face portrait photographs taken within 30 days of the date of the application and at least two inches by two inches in size
 6. Provide any massage therapy or similar business history and experience, including, but not limited to, whether or not such person has previously operated in this or another municipality or state under a license or permit or has had such license or permit denied, revoked or suspended and the reason therefor and the business activities or occupations subsequent to such action or denial, suspension or revocation.
 7. All criminal convictions other than misdemeanor traffic violations, fully disclosing the jurisdiction in which convicted and the offense for which convicted and circumstances thereof. The applicant shall execute a waiver and consent to allow a criminal background check by the Borough Police Division. Failure to execute such a waiver and consent shall result in a denial of a license.

8. The names and addresses of three adult residents who will serve as character references. These references must be persons other than relatives and business associates.
 9. The fingerprints of the applicant(s).
- G. At the time the application is filed, a fee as established in Chapter 82, Fees, shall be paid to the Borough Clerk to cover the cost of processing the application and investigating the facts stated therein.

INSPECTION REQUIREMENTS.

- A. The Municipal Clerk, upon receiving an application for a massage, bodywork and somatic therapy establishment license, shall refer the application to the various municipal departments (Division of Code Enforcement, Zoning, Health) for review and conformance with applicable state and Borough Codes for such an establishment.
- B. No massage, bodywork and somatic therapy establishment shall be issued a license or be operated, established or maintained in the Borough unless inspections by the appropriate municipal departments reveal that the establishment complies with the minimum requirements of the Uniform Construction Code and Health Codes for businesses operating in the Borough of Hightstown. In addition, the establishment must comply with each of the following minimum requirements.
 1. All massage tables, bathtubs, shower stalls, steam or bath areas and floors shall be constructed of material with surfaces which are smooth, nonabsorbent, and which may be readily disinfected.
 2. A public restroom shall be available to clients and employees during all business hours
 3. Water closets and lavatories shall be in conformance with the regulations set forth in the New Jersey Uniform Construction Code, N.J.A.C. 5:23.
 4. If bathing, dressing and locker facilities are provided for the patrons and male and female patrons are served simultaneously, separate bathing, dressing, locker and massage room facilities shall be provided.
 5. The premises shall have adequate equipment for disinfecting non-disposable instruments and materials used in administering massages. Such non-disposable instruments and materials shall be disinfected after use on each patron.
 6. Adequate hand washing facilities shall be conveniently located to each treatment area to maintain clean hands and arms of all employees before, after and during treatments.
 7. Hand sinks shall be provided with hot and cold water capable of delivering running water under pressure at a temperature of 90 to 110 F.

INVESTIGATION; ISSUANCE OF LICENSE.

- A. When said application is properly filled out, signed by the applicant and has been filed with the Municipal Clerk with all accompanying information, the application shall be referred by the Clerk to the Borough Police Division. The Chief of Police or his or her designee shall investigate the information available as to the applicant's business and good moral character of the applicant as deemed necessary for the protections of the public health, welfare and safety.
- B. If as a result of such investigation the applicant's character or business responsibility is found to be unsatisfactory or that the issuance of a license to the applicant would present a danger to the public health, welfare or safety, the Chief of Police shall endorse on such application his/her disapproval and reasons for same and return the application to the Borough Clerk, who shall notify the applicant that the application is disapproved.
- C. If as a result of such investigation the character and business responsibility of the applicant are found to be satisfactory and the issuance of the license to the applicant will present no danger to the public health, safety and welfare, the Chief of Police shall indicate his/her approval on the application and return the application to the Borough Clerk, who shall execute and deliver to the applicant the license.

REVOCACTION OF LICENSE

- A. Licenses issued under this chapter may be revoked by the Chief of Police, after notice and a hearing, for any of the following causes:
 - 1. Fraud, misrepresentation or false statement in the application for the license.
 - 2. Fraud, misrepresentation or false statement made in the course of carrying on the licensed business in the Borough.
 - 3. If the Chief of Police, Health Officer or their designee is denied access to the premises for the purpose of conducting an inspection.
 - 4. Any violation of this chapter.
 - 5. Conviction of a crime involving moral turpitude, a felony, an offense involving sexual misconduct, keeping or residing in a house of prostitution, and any crime involving dishonesty.
 - 6. Conducting the licensed business in the Borough in an unlawful manner or in such a manner as to constitute a menace to the health, safety or general welfare of the public.
- B. Notice of the hearing for the revocation of a license shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall be given personally or mailed to the licensee at his/her last known address at least five days prior to the date set for the hearing.
- C. Such license may, pending revocation proceedings, be suspended for not more than 10 days by the Chief of Police if, in his/her opinion, the conduct of the licensee is detrimental to the health, safety and general welfare of the Borough of Hightstown.
- D. The Chief of Police shall serve as hearing officer for any hearing pursuant to this subsection.

CRITERIA FOR IMMEDIATE CLOSURE

The licenses issued under this chapter may be immediately suspended by the Chief of Police for the following reasons:

- A. Massage, bodywork or somatic therapy is provided by an unlicensed therapist.
- B. Unsanitary or unsafe conditions which may adversely impact the health and/or safety of the public.

DISPLAY OF LICENSE

The massage, bodywork and somatic therapy establishment shall display its license as well as the New Jersey license of each and every massage, bodywork and somatic therapist employed in the establishment in an open and conspicuous place on the premises of the establishment.

OPERATING REQUIREMENTS

Every massage, bodywork, and somatic therapy establishment shall comply with the following:

- A. Every portion of the massage, bodywork, and somatic therapy establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition. A broad spectrum antimicrobial disinfectant shall be used.
- B. Price rates for all services shall be prominently posted (brochures or price list) in the reception area in a location available to all prospective customers.
- C. All employees, including massage, bodywork, and somatic therapists, shall be clean and wear clean, nontransparent outer garments. Dressing rooms must be available on the premises. Doors to such dressing rooms shall open inward, be self-closing, and be non-lockable.
- D. The handwash sink shall be used solely for the washing of hands, arms and other parts of the body.
- E. Handsinks shall be supplied with liquid soap and disposable hand towels at all times.

- F. Every area of the establishment shall be provided with lighting capable of providing a minimum of 50 foot candles of artificial light. Lighting may be dimmed during treatment sessions.
- G. Massage tables shall be maintained in good condition and free of rips or tears
- H. Toilet paper, covered trash, liquid hand soap and disposable paper towels or alternate means of hand drying shall be provided in restrooms.
- I. All massage, bodywork and somatic therapy establishments shall be provided with clean laundered sheets and towels in sufficient quantity which shall be laundered after each use thereof and stored in a sanitary manner.
- J. Soiled linens and draping materials shall be either commercially laundered or washed on site in a clothes-washing machine, in hot water with detergent and at least one cup of bleach or an antibacterial agent, and dried on the high-heat setting in a clothes dryer.
- K. Linens used in a licensed establishment may not be laundered in a private home.
- L. Closed containers shall be provided for soiled lines.
- M. The sexual or genital area of patrons must be covered by towels, cloths or undergarments when in the presence of an employee or massage, bodywork or somatic therapist.
- N. It shall be unlawful for any person knowingly, in a massage, bodywork, and somatic therapy establishment, to place his or her hand upon or touch with any part of his or her body, to fondle in any manner or to massage a sexual or genital area of any other person. No massage, bodywork and somatic therapist, employee or operator shall perform or offer to perform any act which would require the touching of the patron's sexual or genital area.
- O. All walls, ceilings, floors, pools, showers, bathtubs, steamrooms and all other physical facilities shall be in good repair and maintained in a clean and sanitary condition. Wet and dry heat-rooms, steam or vapor rooms or steam or vapor cabinets and shower compartments and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and showers shall be thoroughly cleaned after each use. When carpeting is used on the floors, it shall be kept dry.
- P. Oils, creams, lotions and other preparations used in administering massage, bodywork and somatic therapies shall be kept in clean closed containers or cabinets.
- Q. Animals, except for Seeing Eye Dogs, shall not be permitted in the massage work area.
- R. Each massage, bodywork and somatic therapist shall wash his or her hands in hot running water, using a proper soap or disinfectant before administering a massage.

INSPECTIONS BY POLICE DIVISION OR HEALTH DEPARTMENT

- A. The Chief of Police and Health Officer and/or their designees are authorized to conduct random inspections of massage, bodywork and somatic therapy establishments granted a permit under the provisions of this chapter for the purpose of determining whether the provisions of this chapter are being complied with. Such inspections shall be unannounced but shall be made at reasonable times and in a reasonable manner. It shall be unlawful for any licensee or employee of the licensee to fail to allow such inspection officer access to the premises or to hinder such officer in any manner.
- B. The operator shall permit access to all parts of the establishment and all pertinent records required for the inspection shall be made available to the health authority representative for review.

SLEEPING QUARTERS

No part of any quarters of any massage, bodywork and somatic therapy establishment shall be used for or connected with any bedroom or sleeping quarters nor may any person sleep in such massage, bodywork and somatic therapy establishment except for limited periods incidental to and directly related to a massage, bodywork or somatic therapy treatment or bath. This provision shall not preclude the location of massage, bodywork and somatic therapy establishment in separate quarters of a building housing a hotel or other separate businesses or clubs.

PROHIBITED ACTS.

- A. No owner or manager of a massage, bodywork and somatic therapy establishment shall tolerate in his or her establishment any activity or behavior prohibited by the laws of the State of New Jersey, particularly, but not limited to, laws proscribing prostitution, indecency and obscenity, including the sale, uttering or exposing and public communication of obscene material; laws which relate to the commission of sodomy, adultery and proscribing fornication, nor shall any owner or manager tolerate in his or her establishment any activity or behavior which violates this chapter.
- B. Any conviction of any employee of a massage, bodywork and somatic therapy establishment of a violation of the aforementioned statutes and codes may devolve upon the owner or manager of such establishment, it being specifically declared that following such conviction of an employee, the owner or manager of the establishment may be prosecuted as an accessory to such violation and the licenses which have been issued may be automatically revoked.

EXCEPTIONS

The provisions of this chapter shall not apply to massage, bodywork or somatic therapies given:

- A. In the office of licensed physician, chiropractor or physical therapist; or
- B. By a regularly established medical center, hospital or sanitarium having a staff which includes licensed physicians, chiropractors and/or physical therapists; or
- C. By any licensed physician, chiropractor or physical therapists in the residence of his or her patient; or
- D. By a licensed barber or cosmetologist/hairstylist limited to the areas of the face, neck, scalp or upper part of the body as set forth in the Cosmetology and Hairstyling Act of 1984, N.J.S.A. 45:5B-1 et seq.

VIOLATIONS AND PENALTIES

In addition to the revocation or suspension of the license granted under this chapter, any person violating any provision of this chapter shall be subject to a penalty in the amount of \$2,500.00 per offense.

RELICENSING AFTER REVOCATION

- A. Any person whose license has been revoked under the provisions of 109-8 may apply to be relicensed upon filing of proof that all loss caused by the actor or omissions for which the license was revoked had been fully satisfied and that all conditions imposed by the decision of the revocation have been complied with
- B. Payment of a registration fee in the amount of \$500.00 is applicable to the initial licensing and each renewal thereafter..

SERVICE OF NOTICES

Whenever notice is required or permitted to be given by this chapter, such notice may be effected by personal service upon the licensee if an individual or any general partner, if a partnership, or upon any corporate officer, if a corporation, or alternatively, to any of foregoing, by certified mail, return receipt requested, to the last address listed in the Borough's Clerk's office in conjunction with the license information. It shall be the duty of each licensee to keep the Borough advised of any subsequent change of address. Upon failure of a licensee to comply with this requirement, any notice returned with the notation "unknown," "moved," or "not claimed" shall be deemed proper service of all notices required by this chapter.

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: April 18, 2016

Adopted:

ATTEST:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

HIGHTSTOWN BOROUGH

156 Bank Street, Hightstown, NJ 08520 * Tel. (609) 936-8400 * Fax (609) 799-2136

DEPARTMENT OF HEALTH

MEMORANDUM

TO: Henry Underhill, Business Administrator

FROM: Jill M. Swanson, Health Officer

SUBJECT: Proposed Massage Establishment Ordinance

DATE: April 15, 2016

The proposed ordinance to license and regulate establishments offering massage and similar services is supported by the Health Department. The Department has worked with a similar version of this regulation in another community under our jurisdiction with positive results. The Health Department can support enforcement of the sanitary standards stipulated in the Code which supplement the provisions applicable to Police and Code enforcement.

Please do not hesitate to contact me for further clarification if necessary.



Hightstown Police Department

415A Mercer Street
Hightstown, New Jersey 08520
609-448-1234 / Fax: 609-490-0310

To: Henry Underhill, Borough Administrator

From: Lt. Frank Gendron

Date: April 27, 2016

Reference: Ordinance 2016-13 (Massage Establishment)

I have reviewed proposed ordinance (2016-13) which regulates the licensing of massage type businesses in the Borough of Hightstown. I have also read Jill Swanson's (Health Officer) letter of support for the ordinance and agree with her in supporting this ordinance. I see no problem in enforcing the licensing, background investigation or inspection portions of this ordinance.

Resolution 2016-100

*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 \$786929.53 from the following accounts:

Current		\$731,439.12
W/S Operating		40,572.83
General Capital		8,524.08
Water/Sewer Capital		0.00
Grant		450.00
Trust		0.00
Housing Trust		3,116.25
Animal Control		0.00
Law Enforcement Trust		0.00
Housing Rehab Loans		0.00
Unemployment Trust		0.00
Escrow		<u>2,827.25</u>
Total		<u>\$786,929.53</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 May 2, 2016.

Margaret M. Riggio
Deputy Borough Clerk

Date: 5/2/16

To: Mayor and Council

From: Finance Office

Re: Manual Bill List

CURRENT ACCOUNT

	<u>DATE ISSUED</u>	<u>PO #</u>	<u>CHECK #</u>	<u>Amount</u>
East Windsor Regional School	4/15/2016	16-00631	1322	\$677,249.00
Commonwealth of Pennsylvania	4/15/2016	16-00632	24669	200.00
NJ Motor Vehicle Commission	4/27/2016	16-00711	24719	60.00

TOTAL

\$677,509.00

WATER AND SEWER OPERATING ACCOUNT

Treasurer, State of NJ Environmental Services Fund	4/21/2016	16-00685	24718	11,396.00
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TOTAL

\$11,396.00

TRUST ACCOUNT

TOTAL

\$0.00

GENERAL CAPITAL

TOTAL

\$0.00

WATER AND SEWER CAPITAL

TOTAL

\$0.00

MANUAL TOTAL

\$688,905.00

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
C0087 CUSTOM BANDAG, INC												
	16-00684	04/21/16	100105839391 415 MERCER ST HPD									
	1	100105839391	415 MERCER ST HPD	1,148.21	6-01-31-430-001-071	B Electric-Borough Hall	R	04/21/16	04/26/16		415 MERCER ELEC	N
	Vendor Total:			1,148.21								
DRPUT005 DR PUTHENMADAM RADHAKRISHNAN												
	16-00638	04/18/16	HEALTH CLINIC 4/11/16									
	1	HEALTH CLINIC	4/11/16	330.00	6-01-27-330-001-031	B Contract-Professional Serv.(B)	R	04/18/16	04/26/16		4/1/16	N
	Vendor Total:			330.00								
D0086 DRAEGER SAFETY DIAGNOSTICS, INC												
	16-00571	04/06/16	MOUTHPIECES FOR ALCOTEST									
	1	MOUTHPIECES FOR ALCOTEST		60.75	6-01-25-240-001-116	B Traffic Bureau	R	04/06/16	04/26/16		91231282	N
	2	SHIPPING & HANDLING		17.50	6-01-25-240-001-116	B Traffic Bureau	R	04/06/16	04/26/16		91231282	N
				78.25								
	Vendor Total:			78.25								
ELIZA005 ELIZABETH C. MCKENZIE, PP, PA												
	16-00645	04/18/16	4/13/16 INV. 7482 3/1 -3/31/16									
	1	4/13/16 INV. 7482	3/1-3/31/16	125.00	T-26-56-286-000-849	B Recaptured Fds-RCA COAH-Homeowners	R	04/18/16	04/27/16		7482	N
	Vendor Total:			125.00								
E0416 ENVIRONMENTAL RESOURCE ASSOC												
	15-02105	12/03/15	RENEWAL #1-5TCXKH									
	1	COLIFARM MICROBE		85.40	5-09-55-501-002-520	B Discharge Permits/Licenses	R	12/03/15	04/26/16			N
	2	PH		48.30	5-09-55-501-002-520	B Discharge Permits/Licenses	R	12/03/15	04/26/16			N
	3	DEMAND		56.00	5-09-55-501-002-520	B Discharge Permits/Licenses	R	12/03/15	04/26/16			N
	4	COMPLEX NUTRIENTS		44.10	5-09-55-501-002-520	B Discharge Permits/Licenses	R	12/03/15	04/26/16			N
	5	HARDNESS		73.50	5-09-55-501-002-520	B Discharge Permits/Licenses	R	12/03/15	04/26/16			N
	6	MINERALS		75.60	5-09-55-501-002-520	B Discharge Permits/Licenses	R	12/03/15	04/26/16			N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
E0416 ENVIRONMENTAL RESOURCE ASSOC Continued											
	15-02105	12/03/15	RENEWAL #1-5TCXKH	Continued							
	7		TOTAL RESIDUAL CHLORINE	44.10	5-09-55-501-002-520	B Discharge Permits/Licenses	R	12/03/15	04/26/16		N
				427.00							
			Vendor Total:	427.00							
EVOQU005 EVOQUA WATER TECHNOLOGIES											
	16-00677	04/21/16	ODOR CONTROL 902592740								
	1		ODOR CONTROL 902592740	2,301.20	6-09-55-501-002-547	B Odor Control	R	04/21/16	04/26/16	902592740	N
			Vendor Total:	2,301.20							
G0214 GARDEN STATE HIGHWAY PRODUCTS											
	15-02296	12/31/15	HANDICAPPED SIGNS								
	1		SP-HIP-126063	19.00	5-01-26-290-001-126	B Signs & Posts	R	12/31/15	04/26/16	112120	N
	2		R7-7-HIP-1218063	66.00	5-01-26-290-001-126	B Signs & Posts	R	01/13/16	04/26/16		N
				85.00							
			Vendor Total:	85.00							
G0171 GEORGE E. CONLEY ELECTRIC											
	16-00586	04/07/16	TRANSFORMER AND PHONE LINE								
	1		TRANSFORMER AND PHONE LINE	346.00	6-09-55-501-001-503	B Water Plant Maintenance	R	04/07/16	04/26/16	23107	N
			Vendor Total:	346.00							
G0115 GILMARTIN, ROBERT D.											
	16-00639	04/18/16	BOARD OF HEALTH MEETING4/13/16								
	1		BOARD OF HEALTH MEETING4/13/16	95.00	6-01-27-330-001-039	B Recording Secty.	R	04/18/16	04/26/16	4/13/16 BOH	N
			Vendor Total:	95.00							
G0038 GOLD TYPE BUSINESS MACHINE											
	16-00462	03/14/16	E TICKET PREPAID EQUIP COST								
	1		E TICKET PREPAID EQUIP COST	5,000.00	C-04-55-878-001-445	B ACQ E-TICKET, DISPATCH COSTS, POL RADIO	R	03/14/16	04/26/16	9585	N
			Vendor Total:	5,000.00							

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
G0185 GRAINGER, INC.												
	16-00675	04/20/16	MISC SUPPLY (NEEDED ASAP)									
	1		ITEM #3VU66	121.42	6-09-55-501-002-503	B Sewer Plant Maintenance	R	04/20/16	04/26/16			N
			Vendor Total:	121.42								
G0181 GRIFFITH ELECTRIC SPLY CO, INC												
	16-00573	04/06/16	ORDER #1594557									
	1		ORDER #1594557	210.67	6-09-55-501-002-503	B Sewer Plant Maintenance	R	04/06/16	04/27/16		5584349	N
			Vendor Total:	210.67								
G0050 GROVE SUPPLY INC												
	16-00574	04/06/16	INV #S4345398.001									
	1		INV #S4345398.001	138.11	6-09-55-501-002-503	B Sewer Plant Maintenance	R	04/06/16	04/26/16		S4345398.001	N
	16-00582	04/07/16	MATERIALS FOR LAKE BIRD HOUSE									
	1		INV. S4343704.001 - MATERIALS	154.53	6-01-28-369-001-141	B Parks & Playgrd Maintenance	R	04/07/16	04/26/16		S4343704.001	N
			Vendor Total:	292.64								
H0048 HIGHTS REALTY LLC												
	16-00686	04/22/16	MAY RENT FOR HPD									
	1		MAY RENT FOR HPD	3,914.68	6-01-26-310-001-025	B Building Rental	R	04/22/16	04/26/16		MSY RENT HPD	N
			Vendor Total:	3,914.68								
H1100 HOME DEPOT CREDIT SERVICES												
	15-02166	12/14/15	DEC 2015 INVOICES									
	1		INV. 7033225 - LEAF RAKES	38.91	5-01-26-311-001-034	B Equipment Parts & Accessories	R	12/14/15	04/26/16		7033225	N
	2		INV. 1565198 - VALVES/NIPPLES	22.90	5-09-55-501-002-503	B Sewer Plant Maintenance	R	12/14/15	04/26/16		1565198	N
	3		INV. 0021216 - BRUSH/TAPE/	40.23	5-09-55-501-001-535	B Hydrants and Line Repair	R	12/14/15	04/26/16		0021216	N
				102.04								
	16-00082	01/21/16	DEC. 2015 RECEIPTS									
	1		INV. 7041395 - EXTENSION CORDS	84.82	5-09-55-501-002-529	B Sewer Main Repair/Supplies	R	01/21/16	04/26/16		7041395	N
	2		INV. 6052665 - TAMPER PROOF/	48.43	5-01-31-435-001-075	B Street Lighting	R	01/21/16	04/26/16		6052665	N
	3		INV. 6035313 - MINI 2X4 RADAR	19.44	5-01-26-310-001-024	B Building Maintenance	R	01/21/16	04/26/16		6035313	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
H1100 HOME DEPOT CREDIT SERVICES Continued											
	16-00082	01/21/16	DEC. 2015 RECEIPTS	Continued							
	4 INV.	2030237	- ICE MAKER HOSE/	58.57	5-09-55-501-002-503	R	01/21/16	04/26/16		2030237	N
	5 INV.	2030258	- NIPPLE/BRASS	17.97	5-09-55-501-002-503	R	01/21/16	04/26/16		2030258	N
				229.23							
	16-00093	01/21/16	ONLINE ORDER - HEATER FILTERS								
	1	ONLINE ORDER #W443270137		47.99	5-01-26-310-001-024	R	01/21/16	04/26/16		W443270137	N
	16-00585	04/07/16	MARCH/APRIL 2016 INVOICES								
	1 INV.	7032955	- SAKRETE	11.91	6-09-55-501-001-535	R	04/07/16	04/26/16		7032955	N
	2 INV.	7021007	- SAKRETE	11.91	6-09-55-501-001-535	R	04/07/16	04/26/16		7021007	N
	3 INV.	7021043	- TEES/PVC/PAINT	125.54	6-09-55-501-002-503	R	04/07/16	04/26/16		7021043	N
	4 INV.	8034193	- PLIERS	20.93	6-01-26-290-001-127	R	04/07/16	04/26/16		8034193	N
	5 INV.	2034865	- WEED PREVENTER	31.94	6-01-28-369-001-140	R	04/07/16	04/26/16		2034865	N
				202.23							
			Vendor Total:	581.49							
J0378 J.W. KENNEDY & SON INC WELDING											
	16-00613	04/11/16	ARGON CYLINDER RENTAL								
	1 INV.	1656002	- CYLINDER RENTAL	12.00	6-01-26-290-001-050	R	04/11/16	04/26/16		1656002	N
			Vendor Total:	12.00							
J0375 J.W. KENNEDY, LLC											
	16-00589	04/07/16	PURCHASE OF NEW FIRE EXTING.								
	1	6L WET CHEMICAL FIRE		200.00	6-01-25-252-002-056	R	04/07/16	04/26/16			N
	2	10 LB. ABC FIRE EXTINGUISHER		88.00	6-01-26-310-001-024	R	04/07/16	04/26/16		20717	N
	3	5 LB. ABC FIE EXTINGUISHER FOR		110.00	6-01-26-290-001-032	R	04/07/16	04/26/16		20717	N
				398.00							
			Vendor Total:	398.00							

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
J0257 JCP&L												
	16-00640	04/18/16	EMS 100012445936 4/22/16									
	1	EMS 100012445936 4/22/16	332.00	6-01-25-260-001-074	B Electric	R	04/18/16	04/26/16			100012445936	N
	Vendor Total:		332.00									
J0258 JCP&L (STREET LIGHTING)												
	16-00678	04/21/16	100011415724 DATED APRIL 19,16									
	1	100011415724 DATED APRIL 19,16	395.59	6-01-31-435-001-075	B Street Lighting	R	04/21/16	04/26/16			100011415724	N
	16-00679	04/21/16	100011415765 DATED APRIL 19,16									
	1	100011415765 DATED APRIL 19,16	1,666.18	6-01-31-435-001-075	B Street Lighting	R	04/21/16	04/26/16			100011415765	N
	Vendor Total:		2,061.77									
J0069 JERSEY ELEVATOR SERVICE												
	16-00583	04/07/16	APRIL 2016 ELEVATOR SERVICE									
	1	APRIL 2016 ELEVATOR SERVICE	167.33	6-01-26-310-001-029	B Maintenance Contracts	R	04/07/16	04/26/16			168986	N
	Vendor Total:		167.33									
LAPOL005 LA POLICE GEAR, INC												
	16-00009	01/15/16	CLOTHING ALLOWANCE - GORDY									
	1	CLOTHING ALLOWANCE - GORDY	349.79	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	01/15/16	04/26/16				N
	Vendor Total:		349.79									
L0624 LAWSOFT, INC.												
	16-00663	04/20/16	REMOTE ACCESS TO CAD IN EW TWP									
	1	RDP LICENSES FOR CAD SYSTEM	595.00	6-01-25-250-001-094	B Computer/Service & Support	R	04/20/16	04/26/16				N
	2	SETTING UP REMOTE FOR DISPATCH	3,000.00	6-01-25-250-001-094	B Computer/Service & Support	R	04/20/16	04/26/16				N
			3,595.00									
	Vendor Total:		3,595.00									
L0037 LINCOLN FINANCIAL GROUP												
	16-00649	04/18/16	MAY LIFE INSURANCE									
	1	MAY LIFE INSURANCE AWWTP	69.30	6-09-55-501-002-514	B Insurance	R	04/18/16	04/26/16			BORO HIGHTSTOWN	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	
L0037 LINCOLN FINANCIAL GROUP Continued													
	16-00649	04/18/16	MAY LIFE INSURANCE		Continued								
	2	MAY LIFE INSURANCE WTP	15.40	6-09-55-501-001-514	B INSURANCE	R	04/18/16	04/26/16			BORO HIGHTSTOWN N		
	3	MAY LIFE INSURANCE	246.40	6-01-23-210-003-115	B Medical Ins-Emp] Grp Health	R	04/18/16	04/26/16			BORO HIGHTSTOWN N		
			<u>331.10</u>										
		Vendor Total:	331.10										
LISAL005 LISA LANGLOIS													
	16-00647	04/18/16	4/11/16 & 4/13/16 DUI/COURT										
	1	4/11/16 DUI SPECIAL SESSION	150.00	G-02-41-719-007-315	B ALCOHOL ED REHABILITATION 2012	R	04/18/16	04/26/16			4/11/16 DUI	N	
	2	COURT SESSION 4/13/16	70.00	6-01-20-176-000-114	B Court Assistance	R	04/18/16	04/26/16			4/13/16 COURT	N	
			<u>220.00</u>										
		Vendor Total:	220.00										
LSCME005 LSC MECHANICAL													
	16-00593	04/08/16	INV 16-188 DATED 3/26/16										
	1	INV 16-188 DATED 3/26/16	199.98	6-01-26-315-001-133	B Vehicle Maint. - Fire Dept.	R	04/08/16	04/26/16			16-188	N	
		Vendor Total:	199.98										
M0256 MERCER CO IMPROVEMT AUTHORITY													
	16-00633	04/14/16	MARCH 2016 TIPPING										
	1	MARCH 2016 TIPPING	16,627.91	6-01-32-465-001-165	B Landfill Solid Waste Disposal-MCIA	R	04/14/16	04/26/16				N	
	2	MARCH 2016 RECYCLING TAX	433.77	6-01-43-496-001-174	B Recycling Tax	R	04/14/16	04/26/16				N	
			<u>17,061.68</u>										
		Vendor Total:	17,061.68										
M0053 MES - PENNSYLVANIA													
	16-00351	02/24/16	Safety Equip.Parts & Labor HFD										
	1	#101R073 5000 PSI Adapter	906.00	6-01-25-252-002-056	B Fire & Other Safety Equipment	R	02/24/16	04/26/16			INV.00707002_SV	N	
	2	Service Part: Male Streamline	250.00	6-01-25-252-002-056	B Fire & Other Safety Equipment	R	02/24/16	04/26/16				N	
	3	Fuel Charge	20.00	6-01-25-252-002-056	B Fire & Other Safety Equipment	R	02/24/16	04/26/16				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
M0053 MES - PENNSYLVANIA Continued												
	16-00351	02/24/16	Safety Equip.Parts & Labor	HFD Continued								
	4		SCBA Labor Service/Hour	80.00	6-01-25-252-002-056	B Fire & Other Safety Equipment	R	02/24/16	04/26/16			N
				<u>1,256.00</u>								
			Vendor Total:	1,256.00								
M0127 MONMOUTH COUNTY												
	16-00578	04/07/16	MARCH 2016 ROOSEVELT TIPPING									
	1		MARCH 2016 ROOSEVELT TIPPING	2,311.69	6-01-43-513-001-171	B Borough of Roosevelt-Tipping Fees	R	04/07/16	04/26/16		MARCH 2016	N
			Vendor Total:	2,311.69								
NJADV005 NJ Advance Media												
	16-00656	04/19/16	LEGAL ADS 3/25-3/28/16									
	1		ORD 2016-07 - ADOPT	16.24	6-01-20-120-001-021	B Advertisements	R	04/19/16	04/26/16		118611-03252016	N
	2		ORD 2016-09 - ADOPT	12.76	6-01-20-120-001-021	B Advertisements	R	04/19/16	04/26/16		118615-03252016	N
	3		BOROUGH COUNCIL	6.38	6-01-20-120-001-021	B Advertisements	R	04/19/16	04/26/16		119010-03282016	N
				<u>35.38</u>								
			Vendor Total:	35.38								
00019 O'BRIEN CONSULTING SERVICES												
	16-00442	03/11/16	MONTHLY IT RATE FEB 2016									
	1		MONTHLY IT RATE FEB 2016	900.00	6-01-25-240-001-029	B Maint. Contracts - Other	R	03/11/16	04/26/16			N
	2		DISPATCH VIDEO REPLACEMENT CD	324.75	6-01-25-240-001-029	B Maint. Contracts - Other	R	03/11/16	04/26/16			N
				<u>1,224.75</u>								
	16-00561	04/01/16	GEOVISION 32 CAMERA DVR W/6TB									
	1		GEOVISION 32 CAMERA DVR W/6TB	1,849.00	6-01-25-240-001-094	B COMPUTER/SERVICE & SUPPORT	R	04/01/16	04/26/16			N
	2		16 COAXIAL SURGE SUPPRESSOR SYS	149.99	6-01-25-240-001-094	B COMPUTER/SERVICE & SUPPORT	R	04/01/16	04/26/16			N
				<u>1,998.99</u>								
			Vendor Total:	3,223.74								
P0005 PARIS AUTOMOTIVE SUPPLY												
	16-00508	03/21/16	INV 081359 & 081786									
	1		INV 081359 BATTERY TENDER	49.99	6-01-25-260-001-034	B Vehicle Repair	R	03/21/16	04/26/16		081359	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
P0005 PARIS AUTOMOTIVE SUPPLY Continued											
	16-00508	03/21/16	INV 081359 & 081786		Continued						
	2		INV 081786 AMBULANCE CLEANING	31.76	6-01-25-260-001-034	B Vehicle Repair	R	03/21/16	04/26/16	081786	N
				81.75							
	16-00580	04/07/16	MARCH 2016 INVOICES								
	1		MARCH 2016 INVOICES	281.31	6-01-26-290-001-034	B Motor Vehicle Parts & Access.	R	04/07/16	04/26/16		N
	2		MARCH 2016 INVOICES	77.44	6-09-55-501-002-502	B Vehicle Maintenance	R	04/07/16	04/26/16		N
				358.75							
			Vendor Total:	440.50							
P0088 PARKER MCCAY, P.A.											
	16-00650	04/18/16	INV 2555988 & 2555986								
	1		INV 2555988	190.93	6-01-20-155-001-031	B Labor,Personnel & Union Council	R	04/18/16	04/26/16	2555988	N
	2		INV 2555986 LABOR MATTERS	986.45	6-01-20-155-001-031	B Labor,Personnel & Union Council	R	04/18/16	04/26/16	2555986	N
				1,177.38							
			Vendor Total:	1,177.38							
P0869 PHILIP ESPOSITO											
	16-00658	04/19/16	REIMBURSEMENT - ESPOSITO								
	1		REIMBURSEMENT - ESPOSITO	41.99	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	04/19/16	04/26/16		N
			Vendor Total:	41.99							
P0044 PSE&G											
	16-00680	04/21/16	6550326206 EMS APRIL 2016								
	1		6550326206 EMS APRIL 2016	213.98	6-01-25-260-001-073	B Natural Gas Heat	R	04/21/16	04/26/16	6550326206	N
	16-00681	04/21/16	6503987609 1ST AVE W TOWER								
	1		6503987609 1ST AVE W TOWER	14.75	6-09-55-501-001-505	B Gas Service	R	04/21/16	04/26/16	6503987609	N
	16-00682	04/21/16	6687890808 156 BANK STREET								
	1		6687890808 156 BANK STREET	36.25	6-01-31-446-001-070	B Gas Heat - Borough Hall	R	04/21/16	04/26/16	6687890808	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
P0044 PSE&G Continued											
	16-00683	04/21/16	6675946706 140 N MAIN ST HFD								
	1		6675946706 140 N MAIN ST HFD	17.58	6-01-31-446-001-143	B Gas/Heat - Fire House	R	04/21/16	04/26/16	6675946706	N
	Vendor Total:			282.56							
R0077 ROBERTS ENGINEERING GRP LLC											
	16-00652	04/18/16	Construction Review w/Contract								
	1		Const.Review/Contractor Dorm A	44.00	PEDD2-14IF	P PEDDIE SCHOOL-NEW DORMS	R	04/18/16	04/26/16	#14723	N
	16-00689	04/25/16	INV 14731 PEDDIE LAKE DAM								
	1		INV 14731 PEDDIE LAKE DAM	2,215.00	C-04-55-868-001-447	B PEDDIE LAKE DAM WALKING BRIDGE SOFT COST	R	04/25/16	04/26/16	14731	N
	16-00690	04/25/16	14729,14730,14732,14733,14734								
	1		14729 MISCELLANEOUS REQUESTS	238.75	6-01-20-165-001-199	B MISCELLANEOUS	R	04/25/16	04/26/16	14729	N
	2		14730 FEMA/FLOOD INSURANCE MAP	1,380.00	6-01-20-165-001-103	B Misc-Req For Info & Data(B)	R	04/25/16	04/26/16	14730	N
	3		14732 PERMITTING/CONTRACT DOCS	65.00	6-01-20-165-001-103	B Misc-Req For Info & Data(B)	R	04/25/16	04/26/16	14732	N
	4		14733 STORM WATER PERMIT	917.50	6-01-20-165-001-106	B Misc. Road & Drainage Issues(B)	R	04/25/16	04/26/16	14733	N
	5		14734 TAX MAP MAINTENANCE	194.40	6-01-20-165-001-109	B Tax Map Maintenance/Zoning	R	04/25/16	04/26/16	14734	N
	6		14735 MISCELLANEOUS ROADS	213.75	6-01-20-165-001-106	B Misc. Road & Drainage Issues(B)	R	04/25/16	04/26/16	14735	N
				3,009.40							
	16-00691	04/25/16	14737,14736,14738,14739 w/s								
	1		14737 GENERAL WATER	712.00	6-09-55-501-001-508	B Engineer	R	04/25/16	04/26/16	14737	N
	2		14736 GENERAL SEWERS	118.75	6-09-55-501-002-508	B Engineer	R	04/25/16	04/26/16	14736	N
	3		14738 CHEM & SLUDGE REMOV CONT	391.25	6-09-55-501-002-508	B Engineer	R	04/25/16	04/26/16	14738	N
	4		14739 ULTRAVIOLET DISINFECTION	5,139.50	6-09-55-501-002-508	B Engineer	R	04/25/16	04/26/16	14739	N
				6,361.50							
	16-00692	04/25/16	MISC PLANNING BOARD INV #14740								
	1		MISC PLANNING BOARD 14740	120.00	6-01-21-180-001-106	B Planning Board Engineer-General	R	04/25/16	04/26/16	14740	N
	16-00712	04/27/16	#14741-rev proposed utilities								
	1		#14741-rev proposed utilities	811.25	BAR1307I	P BARON INSPECTION FEES	R	04/27/16	04/27/16	14741	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
R0077 ROBERTS ENGINEERING GRP LLC Continued												
	16-00713	04/27/16	#14742-const. insp. proj. rev									
	1		#14742-const. insp. proj. rev	1,972.00	PEDD2-14IF	P PEDDIE SCHOOL-NEW DORMS	R	04/27/16	04/27/16		#14742	N
	Vendor Total:			14,533.15								
S0061 SEA BOX												
	16-00587	04/07/16	CONTAINER RENTAL									
	1		CONTAINER RENTAL - 3/29/16 TO	75.00	6-01-26-310-001-025	B Building Rental	R	04/07/16	04/26/16		SI20227	N
	Vendor Total:			75.00								
SOKOL005 SOKOL BEHOT, LLP												
	16-00643	04/18/16	INV 143666 DATED 2/28/16									
	1		INV 143666 DATED 2/28/16	65.00	6-01-20-155-001-033	B Litigation	R	04/18/16	04/26/16		143666	N
	Vendor Total:			65.00								
S0098 SOPRONYI, DEBRA L.												
	16-00676	04/20/16	MILEAGE JAN - APRIL 2016									
	1		MILEAGE REIMBURSEMENT	322.65	6-01-20-120-001-045	B CLERK'S OFFICE MILEAGE	R	04/20/16	04/26/16			N
	2		TOLLS & PARKING	19.35	6-01-20-120-001-045	B CLERK'S OFFICE MILEAGE	R	04/20/16	04/26/16			N
				<u>342.00</u>								
	Vendor Total:			342.00								
T0002 TAMARA L. LEE, PP, AICP, LLA,												
	16-00653	04/18/16	Gen. Planning Services Inv. 30									
	1		Gen. Planning Services Inv. 30	862.50	6-01-21-180-001-105	B General Planning-Consulting	R	04/18/16	04/26/16		#30	N
	16-00664	04/20/16	INV NO. 13; JOB 06-339-11									
	1		INV NO. 13; JOB 06-339-11	1,236.25	T-26-56-286-000-849	B Recaptured Fds-RCA COAH-Homeowners	R	04/20/16	04/26/16		13/06-339-11	N
	Vendor Total:			2,098.75								

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
TRIAD005 TRIAD ASSOCIATES												
	16-00644	04/18/16	INV 47085 DATED 12/31/15									
	1	INV 47085 DATED 12/31/15	1,375.00	5-01-20-136-001-028	B Grant Writing/Administration	R	04/18/16	04/27/16			47085	N
	Vendor Total:		1,375.00									
T0050 TRU-STOR LLC												
	16-00655	04/19/16	OFF-SITE STORAGE MAY 2016									
	1	OFF-SITE STORAGE MAY 2016	249.95	6-01-20-140-001-060	B Internet Services and Web Services	R	04/19/16	04/26/16			61682	N
	Vendor Total:		249.95									
U0007 UNIVAR USA												
	16-00038	01/19/16	Res.2015-61 Liq.Chlorine Sewer		B							
	5	INV HB816496 DATED 4-19-16	324.00	6-09-55-501-002-526	B Chlorine-Liquid	R	01/19/16	04/26/16			HB816496CHLORIN	N
	16-00139	01/26/16	Res.2015-41 Sulfur Dioxide - S		B							
	3	INV HB816496 DATED 4-19-16	1,035.00	6-09-55-501-002-543	B Sulfur Dioxide (SO 2)	R	01/26/16	04/26/16			HB816496SULDIOX	N
	Vendor Total:		1,359.00									
U0013 USA BLUE BOOK												
	16-00553	03/30/16	MISC SUPPLY									
	1	ITEM #47728 FLOATS	105.90	6-09-55-501-002-503	B Sewer Plant Maintenance	R	03/30/16	04/26/16				N
	2	ITEM #53374 TANK ALERT	143.95	6-09-55-501-002-503	B Sewer Plant Maintenance	R	03/30/16	04/26/16				N
	3	ITEM #47721	20.98	6-09-55-501-002-503	B Sewer Plant Maintenance	R	03/30/16	04/26/16				N
	4	freight	24.04	6-09-55-501-002-503	B Sewer Plant Maintenance	R	04/01/16	04/26/16				N
			<u>294.87</u>									
	16-00572	04/06/16	STRIKE									
	1	GALLON OF STRIKE (FOR FLIES)	1,689.95	6-09-55-501-002-524	B Deodorant Blocks/Strike	R	04/06/16	04/27/16			919875	N
	2	FREIGHT INV 919875	26.73	6-09-55-501-002-524	B Deodorant Blocks/Strike	R	04/14/16	04/27/16			919875	N
			<u>1,716.68</u>									
	Vendor Total:		2,011.55									

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
V0275 V.E. RALPH & SON, INC.												
	16-00500	03/21/16	INV #311806 DATED 12/30/15									
	1	INV #311806 DATED 12/30/15	2425.37	5-01-25-260-001-136	B Medical Supplies	R	03/21/16	04/26/16			311806	N
	16-00509	03/21/16	ORDER #275604 DATED 3/16/16									
	1	ORDER #275604 DATED 3/16/16	589.31	6-01-25-260-001-136	B Medical Supplies	R	03/21/16	04/26/16			ORDER # 275604	N
	Vendor Total:		1,014.68									
V0007 VALLEY HEALTH MEDICAL GROUP												
	16-00614	04/11/16	1ST QUARTER CDL TESTING									
	1	INV. 138494C5622 - 1ST QUARTER	115.50	6-01-26-290-001-093	B Employee Physicals/Drug Tests	R	04/11/16	04/26/16			138494C5622	N
	Vendor Total:		115.50									
V0019 VERIZON												
	16-00695	04/25/16	201Z02932023918Y 4/16/16									
	1	201Z02932023918Y 4/16/16	64.98	6-09-55-501-003-545	B Telephone-w/S-VERIZON	R	04/25/16	04/26/16			201Z02932023918	N
	Vendor Total:		64.98									
V0022 VERIZON WIRELESS												
	16-00651	04/18/16	442014572-00001 3/11-4/10/16									
	1	442014572-00001 3/11-4/10/16	200.30	6-01-31-440-001-090	B Telephone-verizon-Police Phones	R	04/18/16	04/26/16			9763544455	N
	Vendor Total:		200.30									
W0073 WASTE MANAGEMENT OF NJ, INC.												
	16-00044	01/20/16	2016 Recycling Contract		B							
	5	INV 267175205025 4/1/16 RECYCL	2,668.00	6-01-26-311-001-029	B Recycling Contract co-mingle-paper/cdbd	R	01/20/16	04/26/16			267175205025	N
	Vendor Total:		2,668.00									
W0071 WASTE MGMT OF NEW JERSEY, INC.												
	16-00045	01/20/16	2016 Sludge Cake		B							
	10	2/29/16 TICKET NO 22236	1,408.95	6-09-55-501-002-538	B Sludge Removal/Disposal-waste Management	R	01/20/16	04/26/16			2670911-0502-8	N
	11	03/2/16 TICKET NO. 23979	1,393.14	6-09-55-501-002-538	B Sludge Removal/Disposal-waste Management	R	01/20/16	04/26/16			2670911-0502-8	N
	12	3/10/16 TICKET NO. 29628	1,456.38	6-09-55-501-002-538	B Sludge Removal/Disposal-waste Management	R	01/20/16	04/26/16			2670911-0502-8	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
W0071 WASTE MGMT OF NEW JERSEY, INC. Continued													
	16-00045	01/20/16	2016 Sludge Cake		Continued								
	13	3/18/16	TICKET NO. 35752	1,430.34	6-09-55-501-002-538	B	Sludge Removal/Disposal-Waste Management	R	01/20/16	04/26/16		2670911-0502-8	N
	14	3/22/16	TICKET NO. 38839	1,570.77	6-09-55-501-002-538	B	Sludge Removal/Disposal-Waste Management	R	01/20/16	04/26/16		2670911-0502-8	N
	15	3/24/16	TICKET NO. 40520	1,480.56	6-09-55-501-002-538	B	Sludge Removal/Disposal-Waste Management	R	01/20/16	04/26/16		2670911-0502-8	N
	16	3/29/16	TICKET NO. 44135	1,568.91	6-09-55-501-002-538	B	Sludge Removal/Disposal-Waste Management	R	01/20/16	04/26/16		2670911-0502-8	N
	17	3/10/16	TICKET NO. 29632	<u>1,522.41</u>	6-09-55-501-002-538	B	Sludge Removal/Disposal-Waste Management	R	01/20/16	04/26/16		2670911-0502-8	N
				11,831.46									
	16-00046	01/20/16	2016 Grit&Screening-Res2015-43			B							
	4	TICKET NO. 24438 DATED 3/3/16		1,584.74	6-09-55-501-002-540	B	Grit/Screening Disposal-Waste Mgmt	R	01/20/16	04/26/16		267089405026	N
		Vendor Total:		13,416.20									
W0099 WATCHUNG SPRING WATER CO., INC													
	16-00673	04/20/16	INV#7136717										
	1	INV#7136717		49.95	6-09-55-501-002-506	B	Lab. Equipment & Supplies	R	04/20/16	04/26/16		7136717	N
	2	INV #7136717 DELIVERY FEE		<u>4.99</u>	6-09-55-501-002-506	B	Lab. Equipment & Supplies	R	04/20/16	04/26/16		7136717	N
				54.94									
		Vendor Total:		54.94									
Y0025 YOSTEMBSKI, ROBERT													
	16-00646	04/18/16	SPECIAL DUI SESSION 4/11/16										
	1	SPECIAL DUI SESSION 4/11/16		300.00	G-02-41-719-007-315	B	ALCOHOL ED REHABILITATION 2012	R	04/18/16	04/26/16		4/11/16 DUI SES	N
		Vendor Total:		300.00									
<hr/>													
Total Purchase Orders:	81	Total P.O. Line Items:	151	Total List Amount:	98,024.53	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	2,040.14	0.00	2,040.14	0.00	0.00	0.00	2,040.14
	5-09	651.49	0.00	651.49	0.00	0.00	0.00	651.49
	Year Total:	2,691.63	0.00	2,691.63	0.00	0.00	0.00	2,691.63
CURRENT FUND	6-01	51,889.98	0.00	51,889.98	0.00	0.00	0.00	51,889.98
	6-09	28,525.34	0.00	28,525.34	0.00	0.00	0.00	28,525.34
	6-21	0.00	0.00	0.00	0.00	0.00	2,827.25	2,827.25
	Year Total:	80,415.32	0.00	80,415.32	0.00	0.00	2,827.25	83,242.57
GENERAL CAPITAL	C-04	8,524.08	0.00	8,524.08	0.00	0.00	0.00	8,524.08
	G-02	450.00	0.00	450.00	0.00	0.00	0.00	450.00
HOUSING TRUST FUND-RECAPTURED FUNDS	T-26	3,116.25	0.00	3,116.25	0.00	0.00	0.00	3,116.25
Total of All Funds:		95,197.28	0.00	95,197.28	0.00	0.00	2,827.25	98,024.53

Project Description	Project No.	Rcvd Total	Held Total	Project Total
BARON INSPECTION FEES	BAR1307I	811.25	0.00	811.25
PEDDIE SCHOOL-NEW DORMS	PEDD2-14IF	2,016.00	0.00	2,016.00
Total of All Projects:		<u>2,827.25</u>	<u>0.00</u>	<u>2,827.25</u>

Resolution 2016-101

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

**RESOLUTION AUTHORIZING THE BOROUGH OF HIGHTSTOWN
TO SEEK A VOLUNTARY DISMISSAL OF THE ACTION WHICH IS CURRENTLY
PENDING BEFORE THE SUPERIOR COURT OF NEW JERSEY REGARDING THE
BOROUGH'S AFFORDABLE HOUSING COMPLIANCE PLAN, AND TO TERMINATE THE
BOROUGH'S INVOLVEMENT IN A MUNICIPAL SHARED SERVICES
DEFENSE AGREEMENT RELATING THERETO.**

WHEREAS, the Borough of Hightstown (the "Borough") has previously prepared and filed an Affordable Housing Plan (also referenced as the "Plan") with the New Jersey Council on Affordable Housing ("COAH"), in order to seek certification of its proposed Affordable Housing Compliance Plan; and

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

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

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

WHEREAS, that decision required interested municipalities to file suit, in the form of a Declaratory Judgment Action, with the Superior Court of New Jersey, on or before July 8, 2015, in order to retain the "immunity" that municipalities previously obtained through participation in the COAH process, and to present a Housing Plan and demonstrate their compliance with the New Jersey "Fair Housing Act" of 1985, N.J.S.A. 52:27D-301, et seq., to the Superior Court; and

WHEREAS, the Borough, wishing to comply with the procedure established in the above-referenced recent Supreme Court ruling, filed suit before the Superior Court of New Jersey on or prior to the July 8, 2015 deadline, in order to gain approval of its Affordable Housing Compliance Plan through the litigation process before the Superior Court; and

WHEREAS, this action is currently pending under the following caption: "In the Matter of the Application of the Borough of Hightstown [Regarding Compliance with Third Round Mt. Laurel Affordable Housing Obligation]," and bears Docket No. MER-L-1568-15; and

WHEREAS, since the aforesaid litigation was filed, the Borough has determined, after careful consideration, that its budgetary constraints can no longer permit the Borough to incur the ever-escalating costs associated with professionals and Court-appointed Special Masters in order to properly pursue a prolonged action before the Superior Court; and

WHEREAS, notwithstanding, the Borough remains committed to addressing its fair share obligation to provide affordable housing and, therefore, the Borough wishes to continue to pursue its planning efforts to satisfy its affordable housing obligation outside of the context of litigation; and

WHEREAS, as a result, the Borough has determined that it wishes to withdraw from the aforesaid

litigation, without prejudice, through the filing of a Notice of Voluntary Dismissal (Without Prejudice) so that the Borough may extricate itself from the ongoing and expensive Court proceedings which remain pending concerning the Borough's Affordable Housing Compliance Plan; and

WHEREAS, in connection with the aforesaid Court proceeding, the Borough had previously authorized its involvement in a Municipal Shared Services Defense Agreement with a number of other municipalities in the State of New Jersey, through which the municipalities would collectively pursue certain matters that were in their common interest relating to the numerous affordable housing lawsuits filed within the State of New Jersey; and

WHEREAS, given the Borough's determination to withdraw from the pending litigation, the Borough has determined that it is no longer necessary to continue to expend funds in furtherance of, and to participate in, the Municipal Shared Services Defense Agreement.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, 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 the Borough hereby authorizes its professionals and other representatives to seek withdrawal from the aforesaid litigation which is currently pending before the Superior Court of New Jersey concerning the Borough's Affordable Housing Compliance Plan, bearing Docket No. MER-L-1568-15, so that the Borough may continue to pursue its planning efforts to provide affordable housing outside of the context of litigation.
2. That the Borough hereby authorizes the Borough Attorney to prepare and file a Notice of Voluntary Dismissal (Without Prejudice) to be filed with the Superior Court of New Jersey so that the aforesaid litigation may be voluntarily dismissed without prejudice.
3. That the Borough also authorizes the Borough Attorney to take appropriate action to terminate the Borough's involvement in the existing Municipal Shared Services Defense Agreement relating to the pending Statewide Court proceedings.
4. That the Borough Attorney and Borough Planner, as well as any other relevant Borough officials, are hereby authorized and directed to prepare and file all necessary documents, and to take all relevant actions, in furtherance of the above, on behalf of the Borough.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Frederick C. Raffetto, Esq., Borough Attorney;
 - b. Tamara L. Lee, PP, AICP, Borough Planner;
 - c. Jolanta Maziarz, Esq., Planning Board Attorney; and
 - d. Hightstown Planning Board.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 2, 2016

Margaret M. Riggio
Deputy Borough Clerk

Resolution 2016-102

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

AUTHORIZING TRANSFER OF TAX OVERPAYMENT FROM 2015 TO 2016

WHEREAS, an overpayment of taxes was made for Block 28, Lot 29, 183 East Ward Street, in the amount of \$105.77 due to an overpayment; and

WHEREAS, the payer, Eleanore Jane Cox, 183 East Ward Street, Hightstown, New Jersey, 08520 has requested that the 2015 overpayment of \$105.77 be transferred to the 2016 balance; and

WHEREAS, the Tax Collector has requested that said overpayment be transferred to the 2016 balance in the amount of \$105.77.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Tax Collector is hereby authorized to transfer the 2015 overpayment in the amount of \$105.77 to the 2016 balance for Block 28, Lot 29, 183 East Ward Street, 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 May 2, 2016.

Margaret M. Riggio
Deputy Borough Clerk

Resolution 2016-103

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

AUTHORIZING TRANSFER OF TAX OVERPAYMENT FROM 2015 TO 2016

WHEREAS, an overpayment of taxes was made for Block 45, Lot 7, 207 Summit Street, in the amount of \$2,433.51 due to an overpayment; and

WHEREAS, the payer, David and Pamela Senatore, 207 Summit Street, Hightstown, New Jersey, 08520 has requested that the 2015 overpayment of \$2,433.51 be transferred to the 2016 balance; and

WHEREAS, the Tax Collector has requested that said overpayment be transferred to the 2016 balance in the amount of \$2,433.51.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Tax Collector is hereby authorized to transfer the 2015 overpayment in the amount of \$2,433.51 to the 2016 balance for Block 45, Lot 7, 207 Summit Street, 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 May 2, 2016.

Margaret M. Riggio
Deputy Borough Clerk

Debra Sopronyi

From: Collector
Sent: Friday, April 15, 2016 1:13 PM
To: Debra Sopronyi
Subject: RE: Resolution

Also add transfer of overpayment for blk 28 lot 29 to move 105.77 from 4qtr 2014 to 3rd qtr 2016 as well thanks

Angela LoConte CTC
Tax Collector
Borough of Hightstown
156 Bank St
Hightstown, NJ 08520
609-490-5100 Ext. 613 phone
609-448-2672 fax
tax@hightstownborough.com

From: Debra Sopronyi
Sent: Friday, April 15, 2016 11:34 AM
To: Collector
Subject: RE: Resolution

Will do for may 2 meeting

Sent via the Samsung Galaxy S@6 active, an AT&T 4G LTE smartphone

----- Original message -----

From: Collector <tax@hightstownborough.com>
Date: 4/15/2016 11:26 AM (GMT-05:00)
To: Debra Sopronyi <clerk@hightstownborough.com>
Subject: Resolution

Deb, I need a resolution for block 45 lot 7 to move an overpayment on the 4th qtr 2015 to the 3rd qtr 2016 tax period in the amount of \$2433.51

Angela LoConte CTC
Tax Collector
Borough of Hightstown
156 Bank St
Hightstown, NJ 08520
609-490-5100 Ext. 613 phone
609-448-2672 fax
tax@hightstownborough.com

Resolution 2016-104

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

ESTABLISHING REVISED RATE SCHEDULE FOR COLLECTION OF GARBAGE FROM CERTAIN LICENSED RETAIL FOOD ESTABLISHMENTS

WHEREAS, Section 18-1 of the *Revised General Ordinances of the Borough of Hightstown* provides that:

Licensed food establishments located in Block 23 or Block 33 of the Borough of Hightstown shall be permitted to utilize municipal garbage dumpsters located in the Stockton Street parking lot, provided that a written agreement is entered into between the Borough and the licensed retail food establishment, and that the food establishment pays a share of the Borough's cost for the provision of such service. A schedule of fees shall be established by Resolution of the Borough Council for services provided under this subsection, and shall be updated as necessary in order to ensure the fair distribution of costs among the users.

; and

WHEREAS, the Code Enforcement Official and the Borough Administrator have reviewed the fee schedule and have recommended that it be updated to reflect current usage;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that, effective January 1, 2016, the following rates shall apply for use of said garbage dumpsters:

Mannino's Pizza.....	\$125 per month
Johnnie's Deli	\$130 per month
Shop for Less	\$50 per month
Guatepan Bakery	\$80 per month
Antojitos Ecuatorianos	\$80 per month
Morgan's Island Grill	\$125 per month
TacoRito	\$80 per month
12 Farms Restaurant	\$125 per month

and that these rates shall remain in effect until such time as they are modified by further Resolution of Council.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 2, 2016

Margaret M. Riggio
Deputy Borough Clerk

Resolution 2016-105

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

AUTHORIZING A REFUND FOR A PERMIT & COMMERCIAL CERTIFICATE OF OCCUPANCY

WHEREAS, Yu Wu Yan of Flushing, New York paid for a zoning permit and a commercial certificate of occupancy to open a business in Hightstown with a payment in the form of check #238 in the amount of \$95.00; and

WHEREAS, \$45.00 was deposited into account #6-01-08-105-600; and \$50.00 was deposited into account #6-01-08-105-602; and

WHEREAS, the applicant has decided not to proceed with opening a business in Hightstown; and

WHEREAS, the Construction Official has requested that a refund of the \$95.00 paid for said zoning permit and commercial certificate of occupancy be issued.

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Finance Department is hereby authorized and directed to issue a refund in the amount of \$95.00 to Yu Wu Yang of 925 127th Street, Flushing, New York, 11356, for a zoning permit and commercial certificate of occupancy as stated 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 May 2, 2016.

Margaret M. Riggio
Deputy Borough Clerk

April 20, 2016

Dear Debbie,

I am requesting that a refund of ninety-five dollars (\$95.00) be given to:

Mr. Yu Wu Yang
925 127th Street
Flushing, New York 11356

He applied for a zoning permit and a Commercial CO to open a business in Hightstown. He no longer is going to open a business in Hightstown.

\$45.00 was deposited into the 6-01-08-105-600 account- Zoning Permit
\$50.00 was deposited into the 6-01-08-105-602 account- Commercial CO
\$95.00 Total

Check No is 238

Thank you,



George Chin

Resolution 2016-106

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

**A RESOLUTION AUTHORIZING THE RE-APPOINTMENT OF THE
HONORABLE IRA E. KREIZMAN, J.S.C. (RET.),
TO SERVE AS AN INDEPENDENT HEARING OFFICER
WITH RESPECT TO DISCIPLINARY PROCEEDINGS INVOLVING
PUBLIC EMPLOYEES IN THE BOROUGH OF HIGHTSTOWN,
AND AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES CONTRACT RELATING THERETO.**

WHEREAS, the Borough of Hightstown (the “Borough”) wishes to retain the services of an independent hearing officer to preside over certain disciplinary proceedings involving public employees in the Borough; and

WHEREAS, the independent hearing officer shall be required to make findings of fact and conclusions of law based upon the testimony and evidence elicited at hearing(s) to be scheduled concerning such matter(s), and to make recommendations following the conclusion of said proceeding(s) for a final determination based upon the record of the hearing(s); and

WHEREAS, the Borough wishes to appoint a licensed member of the New Jersey Bar and former member of the New Jersey Judiciary to serve as the independent hearing officer; and

WHEREAS, the contemplated services are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* (specifically, at N.J.S.A. 40A:11-2), because the services shall be performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study; and

WHEREAS, the contemplated services are therefore exempt from the requirement of competitive bidding per N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the Borough, through the Borough Attorney, has solicited and received a proposal from the Honorable Ira E. Kreizman, J.S.C. (Ret.) (also referenced as the “contractor”), to serve as the independent hearing officer in such matter(s); and

WHEREAS, Retired Judge Kreizman has offered to perform the requested services at the rate of Two Hundred Twenty Five Dollars (\$225.00) per hour; and

WHEREAS, the Borough wishes to appoint Retired Judge Kreizman to serve as the hearing officer in such matter(s), and to award a professional services contract to Judge Kreizman to perform the necessary services; and

WHEREAS, the anticipated term of the contract is for a period not to exceed one (1) year, and the contract may only be renewed thereafter upon further action of the Borough Council; and

WHEREAS, though the Borough does not anticipate at this time that the value of this contract shall exceed \$17,500.00, the Borough nevertheless wishes to require that the contractor shall abide by the

provisions of the State Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.*, in case the total amount of payments made hereunder should exceed that amount; and

WHEREAS, this contract is awarded as a restricted or “non-fair and open contract” pursuant to and in accordance with the State Pay-to-Play Law, and therefore the contractor has executed all necessary State Pay-to-Play certifications; and

WHEREAS, the contractor has also executed a certification which acknowledges that the contractor has complied with the Borough’s local Pay-to-Play Ordinance, and that the contractor shall continue to comply with said Ordinance during the term of the contract; and

WHEREAS, this Resolution and the contract shall be available for public inspection in the office of the Borough Clerk, and notice of the awarding of the contract shall be published in a newspaper of general circulation in the Borough following the adoption of this Resolution; and

WHEREAS, the Borough’s Chief Financial Officer has certified that adequate funding exists for this contract.

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

1. That the Borough hereby authorizes the appointment of the Honorable Ira E. Kreizman, J.S.C. (Ret.), to serve as an independent hearing officer to preside over disciplinary proceedings involving public employees in the Borough of Hightstown. The hearing officer shall make findings of fact and conclusions of law based upon the testimony and evidence elicited at hearing(s) to be scheduled, and shall make recommendations for final action.

2. That the Mayor is hereby authorized to execute and the Borough Clerk to attest an agreement, which shall be in a form acceptable to the Borough Attorney, between the Borough of Hightstown and the Honorable Ira E. Kreizman, J.S.C. (Ret.), regarding the afore-mentioned independent hearing officer services.

3. That this agreement is awarded as a “professional services” contract in accordance with N.J.S.A. 40A:11-2 and N.J.S.A. 40A:11-5(1)(a)(i), because the services to be provided shall be performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study.

4. That the duration of this agreement shall be for a term not to exceed one (1) year and the agreement may only be renewed thereafter upon further action of the Borough Council.

5. That the fees to be charged by the contractor for the requested services shall be at the rate of \$225.00 per hour.

6. That the Borough’s Chief Financial Officer is hereby authorized and directed to file a Certificate of Availability of sufficient funds for this contract and to attach same to this Resolution.

7. That the contractor’s State and local pay-to-play certifications shall be placed on file with this Resolution.

8. That notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the Borough.

9. That a certified copy of this Resolution shall be provided to each of the following:
- a. Honorable Ira E. Kreizman, J.S.C. (Ret.)
 - b. Debra L. Sopronyi, Borough Clerk/Purchasing Agent
 - c. Henry Underhill, Borough Administrator
 - d. George Lang, Chief Financial Officer
 - e. Frederick C. Raffetto, Esq., Borough Attorney

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 2, 2016.

Margaret M. Riggio
Deputy Borough Clerk

AGREEMENT, made this _____ day of _____, 2016, by and between

THE BOROUGH OF HIGHTSTOWN
 a Municipal Corporation of the State of New Jersey
 156 Bank Street
 Hightstown, New Jersey 08520
 (also referenced as the “Borough”)

AND

HONORABLE IRA E. KREIZMAN, J.S.C. (RET.)
 SCARINCI & HOLLENBECK, LLC
 802 West Park Avenue
 Suite 222
 Ocean, New Jersey 07712
 (also referenced as the “Contractor”)

W I T N E S S E T H:

WHEREAS, pursuant to Section 2-19.13(a) 6.5 of the Hightstown Borough Code and section 6.5 of the Personnel Policy of the Borough of Hightstown, the Borough wishes to retain the services of a licensed member of the New Jersey Bar and former member of the New Jersey Judiciary to serve as an independent hearing officer in connection with disciplinary proceedings involving the Hightstown Borough Police Department (“HTPD”) and/or public employees in the Borough; and

WHEREAS, the services to be provided are considered to be “professional services” pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., because the services are qualitative in nature and are performed by an individual who is a member of a licensed profession; and

WHEREAS, the Contractor has submitted a proposal to the Borough at a rate of \$225.00 per hour to provide said services; and

WHEREAS, on May 2, 2016 the Mayor and Borough Council adopted a Resolution authorizing the re-appointment and award of a professional services contract for the aforesaid services to the Contractor without competitive bidding pursuant to a restricted (or “non-fair and open”) process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A.

19:44A-20.4, *et seq.*, and the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the parties wish to set forth their respective rights and obligations in the within Agreement.

NOW, THEREFORE, it is hereby agreed by and between the parties, as follows:

1. Subject to the provisions which follow, the Borough hereby retains and appoints the Contractor to serve as an independent hearing officer in connection with disciplinary proceedings involving the HTPD and/or public employees in the Borough (the “services”).

2. The Contractor hereby accepts this appointment and agrees to perform the services in accordance with the terms and conditions set forth in Exhibit “A,” as modified by this Agreement. In any instances where there is a conflict between the terms and conditions set forth in the Contractor’s proposal and the terms and conditions set forth in the within Agreement, the terms and conditions set forth in the within Agreement shall prevail.

3. The Contractor shall be required, in his capacity as an independent hearing officer, to make findings of fact and conclusions of law based upon the testimony and evidence elicited at hearing(s) to be scheduled concerning such matter(s), and to make recommendations following the conclusion of said proceeding(s) to the Mayor and Council (serving at the “appropriate authority”) for a final determination based upon the record of the hearing(s).

4. The Borough agrees to pay the Contractor on an hourly basis, at the rate of \$225.00 per hour.

5. The Borough agrees to reimburse the Contractor for any out of pocket costs incurred by the Contractor or the Contractor’s firm during the course of this Agreement, including but not limited to copying or printing costs, excessive postage costs, messenger fees, fax costs, Westlaw or other computerized legal research costs, and for all similar costs and expenses. All such costs and expenses must be fully itemized by the Contractor on invoices to be submitted to the Borough.

6. The fees paid to the Contractor shall not exceed \$10,000.00. In the event the total charges exceed the amounts authorized, the Contractor must seek further approval from the Borough before payments will be made by the Borough.

7. The Contractor shall bill the Borough on a monthly basis for all legal services rendered, on vouchers as required by the Borough. The Borough agrees to process and pay said vouchers when audited and found correct. Payment will be made within thirty (30) days of the submission of an audited and approved voucher.

8. During the term of this Agreement, the Borough and the Contractor hereby incorporate into this Agreement the mandatory affirmative action language, pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C.127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in Exhibit "B" attached. The Contractor shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit "C." Both Exhibits are incorporated herein by reference. The Contractor shall submit a copy of its Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement.

9. The Contractor shall provide a copy of its Business Registration Certificate as a condition of this Agreement.

10. During the term of this Agreement, the Borough and the Contractor hereby incorporate into this Agreement the mandatory language regarding compliance with the Americans with Disabilities Act of 1990, 42 U.S.C. S12101, *et seq.*, as set forth in Exhibit "D" attached.

11. Political Contribution Disclosure: The within contract has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the 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 do hereby attest that the Contractor and the Contractor's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of the Contractor's firm, if any, have neither made a contribution that is reportable

pursuant to the Election Law Enforcement Commission pursuant to NJSA 19:44A-8 or 19:44-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this contract, nor will the Contractor make a reportable contribution during the term of the within contract to any political party committee or any person serving in an elective public office of the Borough of Hightstown when the contract is awarded.

12. The Contractor is aware that the Borough has adopted Ordinance No. 2004-25, which requires public contracting reform and prohibits certain professional service contractors, during the term of their Agreements with the Borough, from making contributions, or pledges thereof, of money or other in-kind donations, to any Borough of Hightstown candidate or holder of the public office within the Borough having ultimate responsibility for the award of their contracts, or to any Borough of Hightstown or Mercer County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting Borough of Hightstown municipal candidates or municipal officeholders. The parties hereby recognize that the Contractor is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Contractor to violate the requirements of Ordinance No. 2004-25 during the term of this Agreement.

13. This Agreement shall remain in effect until the specific work contracted for has been concluded, but in no event shall this Agreement last for longer than one (1) year from the date of execution.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

BOROUGH OF HIGHTSTOWN

DEBRA SOPRONYI,
BOROUGH CLERK

By: LAWRENCE D. QUATTRONE, MAYOR

SCARINCI & HOLLENBECK, LLC

By: Hon. Ira E. Kreizman, J.S.C. (Ret.)

EXHIBIT B**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27****GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan

Approval Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public

agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signed: _____

Print Name: Hon. Ira E. Kreizman, J.S.C. (Ret.)

Name & Address of Company: Scarinci & Hollenbeck, LLC
802 West Park Avenue
Suite 222
Ocean, New Jersey 07712

EXHIBIT C

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, C. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C 127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

1. A letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion (A.A. 302-Affirmative Action Employee Information Report.)

The following questions must be answered by all contractors:

1. Do you have federally approved or sanctioned Affirmative Action Program?
Yes_____ No_____
2. Do you have a State Certificate of Employee Information Report Approval?
Yes_____ No_____

You shall submit a photo static copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

WITNESS

SCARINCI & HOLLENBECK, LLC

By: Hon. Ira E. Kreizman, J.S.C. (Ret.)

EXHIBIT D

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The contractor and the Borough of Hightstown (hereinafter “owner”) do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the “Act”) (42 U.S.C. S12101, 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 pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commence pursuant to the Act. The contractor shall indemnify, protect and save harmless the owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

WITNESS:

SCARINCI & HOLLENBECK, LLC

DATED:

By: Hon. Ira E. Kreizman, J.S.C. (Ret.)

Resolution 2016-107

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS PRIOR TO ADOPTION OF THE 2016 BUDGET

WHEREAS, an emergent condition has arisen with respect to inadequate appropriation balances remaining in some line items of the 2016 temporary budget; and

WHEREAS, N.J.S.A. 40A:4-20 provides for the creation of emergency appropriations for the purposes above mentioned; and

WHEREAS, it is the desire of the Mayor and Council to create emergency temporary appropriations as set forth on Schedule "A," attached; and

WHEREAS, the total emergency temporary appropriations in resolutions adopted in the year 2016 pursuant to the provisions of N.J.S.A. 40A:4-20 (Chapter 96, P.L. 1951, as amended), including this resolution, total:

	<i>THIS RESOLUTION</i>	<i>PREVIOUS TOTAL</i>	<i>CUMULATIVE TOTAL</i>
Current	297,500.00	684,126.00	981,626.00
Capital Outlay – Current	0.00	0.00	0.00
Debt Service - Current	0.00	0.00	0.00
Water/Sewer	50,000.00	999,386.00	1,049,386.00
Capital Outlay – W/S	0.00	0.00	0.00
Debt Service - W/S	0.00	0.00	0.00
TOTAL	347,500.00	1,683,512.00	2,031,012.00

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Hightstown (not less than two-thirds of all the members of thereof affirmatively concurring) that, in accordance with N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation is hereby made for each item listed on the schedules that are attached hereto and made a part hereof;
2. Each emergency appropriation listed will be provided for in the 2016 budget under the same title as written herein;
3. One certified copy of this resolution will be filed with the Director of Local Government Services, and a copy provided to the CFO.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 2, 2016.

Margaret M. Riggio
Deputy Borough Clerk

<u>CURRENT FUND</u>	
Municipal Clerk, S & W	\$5,000.00
Financial Administration, O & E	\$3,000.00
Engineering Services, O & E	\$5,000.00
Insurance O & E	\$50,000.00
Police, S & W	\$50,000.00
Police, O & E	\$12,000.00
Communications, O & E	\$50,000.00
Uniform Fire Safety, S & W	\$2,000.00
Streets & Roads, S & W	\$10,000.00
Sanitation, S & W	\$5,000.00
Sanitation, O & E	\$6,000.00
Buildings & Grounds, S & W	\$5,000.00
Buildings & Grounds, O & E	\$10,000.00
Recycling, S & W	\$10,000.00
Recycling, O & E	\$6,000.00
Vehicle Maintenance	\$10,000.00
Board of Health, S & W	\$5,000.00
Environmental Commission, O & E	\$500.00
Maintenance of Parks, S & W	\$6,000.00
Electric, O & E	\$20,000.00
Street Lighting, O & E	\$10,000.00
State Uniform Construction, S & W	\$10,000.00
Housing, S & W	\$5,000.00
Recycling Tax, O & E	\$2,000.00
	<u>\$297,500.00</u>
<u>WATER AND SEWER</u>	
Other Expense	<u>\$50,000.00</u>
TOTAL APPROPRIATION	<u>\$347,500.00</u>