

2016-17 Final Reading and Public Hearing – An Ordinance Amending and Supplementing Chapter 24, Entitled “Flood Damage Prevention,” to the “Revised General Ordinances of the Borough of Hightstown, New Jersey.”

2016-18 Final Reading and Public Hearing – An Ordinance Amending and Supplementing Subsection 28-3-11, Entitled “AA Active Adult Age-Restricted Housing,” of Section 28-3, “Districts Established; Zoning Map,” of Chapter 28,” Zoning,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey.”

Resolutions	2016-134	Authorizing Payment of Bills
	2016-128	Authorizing Services of Robbie Conley Architect, LLC to Provide Preliminary Architectural Services for the Municipal Building and Police Facilities
	2016-135	Awarding a Contract for Engineering Inspection Services for the Well No. 1 Rehabilitation Project at the Advanced Waste Water Treatment Plant
Consent Agenda	2016-136	Authorizing Renewal of Alcoholic Beverage License #1104-44-002-011 – Hightstown Liquors & Wines, LLC
	2016-137	Authorizing Renewal of Alcoholic Beverage License #1104-33-003-009 – Palumbo Restaurants, T/A Tavern on the Lake
	2016-138	Authorizing Renewal of Alcoholic Beverage License #1104-32-001-006 Wine Depot Corporation, T/A Hedy’s Liquors and Joe Canal’s Discount Liquor Outlet
	2016-139	Authorizing and Supporting an Application for a Local Arts Program Grant
	2016-140	Authorizing the Purchase of Electricity Supply Services for Public Use on an Online Auction Website
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		
Subcommittee Reports		
Mayor/Council/Administrative Reports		
Adjournment		

**Meeting Minutes
Hightstown Borough Council
Business Meeting
May 16, 2016
7:30 p.m.**

The meeting was called to order by Mayor Quattrone at 7:34 p.m. and he read the Open Public Meetings Act statement which stated, "Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was sent to the *Trenton Times* and the *Windsor-Hights Herald*, and is posted in the Borough Clerk's office."

The flag salute followed Roll Call.

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

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

APPROVAL OF AGENDA

The Mayor requested that Resolution 2016-120 amending the 2016 Budget be added to the agenda.

Councilmember Kurs moved the agenda as amended; Councilmember Stults seconded.

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

Agenda approved 6-0.

APPROVAL OF MINUTES

Council President Hansen moved the April 4, 2016 Executive Session minutes for approval, Councilmember Misiura seconded.

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

Minutes approved 6-0.

Councilmember Misiura moved the April 4, 2016 Workshop Session minutes for approval, Councilmember Stults seconded.

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

Minutes approved 6-0.

Councilmember Stults moved the April 18, 2016 Executive Session Minutes for approval, Councilmember Kurs seconded.

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

Minutes approved 6-0.

Councilmember Bluth moved the April 18, 2016 Business Session Minutes for approval, Councilmember Kurs seconded.

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

Minutes approved 6-0.

At this time, The Mayor stated that Mr. Moraitis is not present at this time for the presentation so we will continue with the presentation when Mr. Moraitis arrives.

PUBLIC COMMENT

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

Lynne Woods, 315 Park Ave – Commented on asking questions during the public comment period I. She was informed that questions can be asked but Council can choose to wait to answer until Council comment period at the end of the meeting. Thanked the Deputy Clerk for her quick response on getting the past agendas and packets posted to the website. Ended by thanking Mr. Raffetto for his explanation for the hiring of a hearing officer.

Scott Caster, 12 Clover Lane – Commented on Hightstown's tax rate compared to other towns in New Jersey.

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

ORDINANCES

Ordinance 2016-14 Introduction and First Reading of a Bond Ordinance Providing for Various Improvements to the Water-Sewer Utility in and by the Borough of Hightstown, In the County of Mercer, New Jersey Appropriating \$1,860,000 therefor and Authorizing the Issuance of \$1,860,000 Bonds or Notes of the Borough to Finance the Cost thereof.

Councilmember Kurs moved Resolution 2016-14 for introduction; Council President Hansen seconded.

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

Public Hearing is scheduled for June 6, 2016.

Ordinance 2016-14

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

**BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS
TO THE WATER-SEWER UTILITY IN AND BY THE BOROUGH OF
HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY,
APPROPRIATING \$1,860,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$1,860,000 BONDS OR NOTES OF THE BOROUGH TO
FINANCE THE COST THEREOF.**

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHTSTOWN, IN THE

COUNTY OF MERCER, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring)
AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough"). For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$1,860,000. No down payment is required as the purpose authorized herein is deemed self-liquidating and the bonds and bond anticipation notes authorized herein are deductible from the gross debt of the Borough, as more fully explained in Section 6(e) of this bond ordinance.

Section 2. In order to finance the cost of the improvement or purpose, negotiable bonds are hereby authorized to be issued in the principal amount of \$1,860,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is various improvements to the Water-Sewer Utility, including improvements to the ultraviolet disinfection systems and the rehabilitation of detention tanks and Well #2, including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby

authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

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

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

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a self-liquidating purpose of a municipal public utility. No part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 40 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$1,860,000, but that the net debt of the Borough determined as provided in the Local Bond Law is not increased by this bond ordinance. The obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$335,000 for items of expense listed in and permitted under N.J.S.A.

40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

(e) This bond ordinance authorizes obligations of the Borough solely for purposes described in N.J.S.A. 40A:2-7(h). The obligations authorized herein are to be issued for a purpose that is deemed to be self-liquidating pursuant to N.J.S.A. 40A:2-47(a) and are deductible from the gross debt of the Borough pursuant to N.J.S.A. 40A:2-44(c).

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

Section 8. The Borough expects to finance this improvement through the New Jersey Environmental Infrastructure Trust ("NJEIT"). A portion of such financing is expected to be a loan that NJEIT will forgive and treat as a grant upon the issuance by NJEIT of bonds to be used to finance a separate portion of the improvement. The portion of the loan which is forgivable pursuant to the applicable laws and regulations shall upon forgiveness by NJEIT at that point be a deduction from the Borough's debt authorized herein. The amount of the obligations authorized, but not issued hereunder, shall then be reduced to the extent, and in the amount that such loan is forgiven, that such funds are so used.

Section 9. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 10. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the ARule@) for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the

opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 11. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 12. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

2016 BUDGET

George Lang, CFO, explained the Budget at a Glance that was introduced at the April 4, 2016 meeting. Mr. Lang commented that Hightstown has maintained a very stable budget since 2010 without receiving State aid. He went on to explain that the Budget Amendment this evening was to include Grants that the Borough will be receiving.

Mayor Quattrone opened the public hearing for the 2016 Budget and the following individuals spoke:

Scott Caster, 12 Clover Lane – Commented that the Budget is not good enough, we do not have a municipal building and we need to get more State Aid. Ended by stating that our Regional School District has 86% of the students residing in East Windsor and that East Windsor Township should be paying a host fee to Hightstown Borough because the High School is located in the Borough.

There being no further comments, Mayor Quattrone closed the public hearing for the 2016 Budget.

Resolution 2016-120 Amending the 2016 Budget

Council President Hansen moved Resolution 2016-120; Councilmember Stults seconded.

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

Resolution adopted 6-0.

Resolution 2016-120

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AMENDING THE 2016 BUDGET

WHEREAS, the local municipal budget for the year 2016 was approved on the 4th day of April 2016, and

3. Miscellaneous Revenues:

Total Section F: Special Items of General Revenue
Anticipated
With Prior Written Consent of Director of Local
Government

Services - Public and Private Revenues	\$ 5,051.10	\$ 21,880.80
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Total Miscellaneous Revenues	\$ 1,302,173.10	\$ 1,319,002.80
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5. Subtotal General Revenues (Items 1, 2, 3,
and
4)

	\$ 2,192,173.10	\$ 2,209,002.80
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7. Total General
Revenues

	\$ 6,787,340.10	\$ 6,804,169.80
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CURRENT FUND APPROPRIATIONS

8. GENERAL APPROPRIATIONS

(A) Operations - Excluded from "CAPS"

**Public and Private Programs Offset
by Revenues:**

Clean Communities Program	\$ -	\$ 11,329.70
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Click It or Ticket		\$ 5,000.00
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Mercer County NJSCA Local Arts Program		\$ 500.00
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Total Public and Private Programs Offset by Revenues	\$ 5,051.10	\$ 21,880.80
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Total Operations - Excluded from "CAPS"	\$ 336,073.10	\$ 352,902.80
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Detail:

Salaries and Wages	\$ 54,050.00	\$ 59,050.00
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Other Expenses	\$ 282,023.10	\$ 293,852.80
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CURRENT FUND APPROPRIATIONS (Continued)

8. GENERAL APPROPRIATIONS (Continued)

(H-
2) Total General Appropriations for Municipal
Purposes

Excluded From "CAPS"	\$ 1,029,757.10	\$ 1,046,586.80
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(O)	Total General Appropriations - Excluded from "CAPS"	\$ 1,029,757.10	\$ 1,046,586.80
(L)	Subtotal General Appropriations (Items (h-1) and (O))	\$ 6,312,340.10	\$ 6,329,169.80
9.	Total General Appropriations	\$ 6,787,340.10	\$ 6,804,169.80

SUMMARY OF APPROPRIATIONS

(A)	Operations - Excluded From "CAPS"		
	Public and Private Programs Offset by Revenues	\$ 5,051.10	\$ 21,880.80
	Total Operations - Excluded From "CAPS"	\$ 336,073.10	\$ 352,902.80
	Total General Appropriations	\$ 6,787,340.10	\$ 6,804,169.80

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services for certification of the local municipal budget so amended.

Resolution 2016-109 Self Examination of Budget

Councilmember Bluth moved Resolution 2016-109; Council President Hansen seconded.

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

Resolution adopted 6-0.

Resolution 2016-109

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

SELF-EXAMINATION BUDGET RESOLUTION

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the Borough of Hightstown has been declared eligible to participate in the program by the Division of Local government Services, and the Chief Financial officer has determined that the local government meets the necessary conditions to participate in the program for the 2016 budget year.

NOW THEREFORE BE IT RESOLVED by the governing body of the Borough of Hightstown that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
 - a. Payment of interest and debt redemption charges
 - b. Deferred charges and statutory expenditures
 - c. Cash deficit of preceding year
 - d. Reserve for uncollected taxes
 - e. Other reserves and non-disbursement items
 - f. Any inclusions of amounts required for school purposes.
2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).
3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
4. That pursuant to the Local Budget Law:
 - a. All estimates of revenue are reasonable, accurate and correctly stated,
 - b. Items of appropriation are properly set forth
 - c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.
5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.
6. That all other applicable statutory requirements have been fulfilled.

Resolution 2016-110 Authorizing the Budget to be Read by Title Only

Councilmember Montferrat moved Resolution 2016-110; Council President Hansen seconded.

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

Resolution Adopted 6-0.

Resolution 2016-110

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

**AUTHORIZING THE BUDGET TO
BE READ BY TITLE ONLY**

WHEREAS, pursuant to 40A:4-10, as amended by Chapter 95, P.L.2015, provides that the budget may be by title when procedures required by N.J.S.40A:4-8 and N.J.S.40A:4-9 or section 12 of P.L.1995, c.259 (C.40A:4-6.1), as applicable, have been followed; and

WHEREAS, N.J.S.A. 40A:4-8, as amended by Chapter 259, P.L. 1995 provides that the budget be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body; and

WHEREAS, the Borough Council finds that the budget for 2016 shall be read by title only.

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

ROLL CALL RECORDED VOTE:

	1st	2nd	Yes	No	Abstain
Ms. Bluth	X		X		
Ms. Hansen		X	X		
Mr. Kurs			X		
Mr. Misiura			X		
Mr. Montferrat			X		
Mr. Stults			X		

Resolution 2016-111 Adopting the 2016 Budget

Council President Hansen moved Resolution 2016-111; Councilmember Bluth seconded.

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

Budget Adopted 6-0.

PRESENTATIONS

Mayor Quattrone and Councilmember Montferrat presented the Steward of Hightstown Award 2015 to Mr. Chris Moraitis.

Resolution 2016-108 Steward of Hightstown History Award 2015

Councilmember Montferrat moved Resolution 2016-108; Councilmember Stults seconded.

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

Resolution adopted 6-0.

Resolution 2016-108

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

STEWARD OF HIGHTSTOWN HISTORY AWARD 2015

WHEREAS, the “Steward of Hightstown History” award is given to a recipient selected by the Hightstown Historic Preservation Commission recognizing the owner of a historic property who demonstrates a long-term commitment to preservation through careful property maintenance, restoration or rehabilitation; and

WHEREAS, a minimum of three nominees are presented to the Historic Preservation Commission for deliberation and selection; and

WHEREAS, a plaque is presented to the most deserving applicant as determined by the commission; and

WHEREAS, the Hightstown Preservation Commission have deliberated the proposed nominees and found that Chris Moraitis and Holly Moraitis, of 208 Stockton Street have been found to be the most deserving of the award for 2015; and

WHEREAS, The Moraitis’ house, formerly Dr. Zussman’s (eye Doctor) and prior to that Dr. Cox’s (medical Doctor) house was a house with a side wing doctor’s office with several adverse adjustments made to the house over the past 75+ years; and

WHEREAS, the house was in severe disrepair with many layers of finishes over the years hiding the true splendor of this grand Queen Anne, and rather than continuing to add new materials over the top, they took the harder path undoing the layers and uncovering many wonderful finishes, and did most of the work themselves, carefully and methodically bringing it back to the original historic architectural design; and

WHEREAS, the commitment of the Moraitis’ in restoring their property to its original architecture is a strong commitment to the Stockton Street Historic District and to the town, and an example of what it means to be a “Steward of Hightstown History”.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that Chris Moraitis and Holly Moraitis of 208 Stockton Street are hereby awarded the “Steward of Hightstown History” award for 2015 for their commitment to restoring their historic property to its original architecture.

Resolution 2016-113 Recognizing Emergency Services Week May 15 – 22, 2016

Councilmember Kurs moved Resolution 2016-113; Councilmember Montferrat seconded.

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

Resolution adopted 6-0.

Resolution 2016-113

BOROUGH OF HIGHTSTOWN

COUNTY OF MERCER

STATE OF NEW JERSEY

**RECOGNIZING EMERGENCY MEDICAL SERVICES WEEK
MAY 15 – 22, 2016**

WHEREAS, Emergency medical services is a vital public service; and

WHEREAS, the members of the Hightstown First Aid emergency medical services team is ready to provide lifesaving care to those in need; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the volunteer members of the Hightstown emergency medical services team engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by recognizing Emergency Medical Services Week.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that we hereby recognize the week of May 15-22, 2016, as Emergency Medical Services Week and further extend appreciation to the Hightstown First Aid for the community service it provides.

BE IT FURTHER RESOLVED that the community is encouraged to observe this week by appropriately recognizing the vital services performed by emergency medical services and their exemplary dedication to the Hightstown community.

Mayor Quattrone and Councilmember Kurs presented members of the Hightstown First Aid Squad with a copy of the Resolution.

RESOLUTIONS

Resolution 2016 – 112 Authorizing Payment of Bills

Councilmember Stults requested that P.O. 16-00731 be pulled from the Bill List and voted on separately.

Councilmember Montferrat moved Resolution 2016-112 as amended; Councilmember Stults seconded.

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

Councilmember Montferrat moved P.O. 16-00731 for payment; Councilmember Misiura seconded.

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

Resolution adopted 5-0 with 1 abstention.

Resolution 2016-112

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 \$1,478,295.00 from the following accounts:

Current	\$80,608.38
W/S Operating	79,791.80
General Capital	1,309,519.00
Water/Sewer Capital	0.00
Grant	1,461.55
Trust	964.00
Housing Trust	0.00
Animal Control	0.00
Law Enforcement Trust	0.00
Housing Rehab Loans	0.00
Unemployment Trust	5,950.27
Escrow	<u>0.00</u>
 Total	 <u>\$1,478,295.00</u>

Resolution 2016-114 Authorizing a Shared Services Agreement with Mercer County Division of Public Health and the Trenton Health Team

Councilmember Montferrat moved Resolution 2016-114; Councilmember Stults seconded.

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

Resolution adopted 6-0.

Resolution 2016-114

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

**AUTHORIZING A SHARED SERVICES AGREEMENT WITH MERCER COUNTY
DIVISION OF PUBLIC HEALTH AND THE TRENTON HEALTH TEAM**

WHEREAS, there is a need for Tuberculosis Control and Case Management in Hightstown Borough; and

WHEREAS, Hightstown Borough desires to enter into an agreement with Mercer County Division of Public Health and the Trenton Health Team for Tuberculosis Control and Case Management and Mercer County Division of Public Health and the Trenton Health Team have agreed to provide said services to Hightstown Borough; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40:65-1 et seq. authorizes the approval of Shared Services Agreements by Resolution; and

WHEREAS, the Mayor and Council have reviewed the proposed Shared Services Agreement for Tuberculosis

Control and Case Management for the period January 1, 2016 – December 31, 2016; and

WHEREAS, the Borough's net share of costs for these services, by the terms of this agreement, will \$76.18 for the period of January 1, 2016 through December 31, 2016; and

WHEREAS funds for this expenditure will be made available in the 2016 budget;

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

1. The Shared Services Agreement with the Mercer County Division of Public Health and the Trenton Health Team for Tuberculosis Control and Case Management for the period January 1, 2016 through December 31, 2016 is hereby approved, in accordance with the provisions of N.J.S.A. 40:65-1 et seq.
2. The Mayor and Borough Clerk are hereby authorized and directed to execute the agreement for same.
3. This agreement is approved subject to the provision of adequate funds in the Borough's 2016 budget.

CONSENT AGENDA

Consent Agenda – Resolutions 2016-115; 2016-116; 2016-117; 2016-118; 2016-119

Council President Hansen moved the consent agenda; Councilmember Stults seconded.

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

Resolutions adopted 6-0.

Resolution 2016-115

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

AMENDING THE PERSONNEL POLICY MANUAL OF THE BOROUGH OF HIGHTSTOWN

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the following sections of the *Personnel Policy Manual of the Borough of Hightstown* is hereby amended as follows (additions underlined, deletions in ~~strikeout text~~):

1-5. Americans With Disabilities Act (ADA).

~~Information concerning the ADA, and the rights provided thereunder, are available from the office of the Borough Administrator.~~

~~The Borough does not discriminate on the basis of disability in the admission, access to or participation in its programs or activities, or in connection with employment.~~

~~However, all Borough employees must be able to perform the essential functions of their job with or without reasonable accommodation. Reasonable accommodation will be made for any employee with a disability so long as the accommodation does not create an undue hardship for the Borough.~~

In compliance with the Americans with Disabilities Act, the ADA Amendments Act and the New Jersey Law

Against Discrimination as amended by the New Jersey Pregnant Worker's Fairness Act (LAD), the Borough does not discriminate based on disability, pregnancy, pregnancy related medical condition or childbirth. The Borough will endeavor to make every work environment handicap assessable and all future construction and renovation of facilities will be in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines, as well as the ADA Amendments Act.

It is the policy of the Borough to comply with all relevant and applicable provisions of the Americans with Disabilities Act, the ADA Amendments Act and LAD. We will not discriminate against any employee or job applicant with respect to any terms, conditions, or privileges of employment on the basis of a known or perceived disability, pregnancy, childbirth or pregnancy related medical condition. We will also make reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities or pregnant, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose undue hardship on the Borough.

The Borough Administrator shall engage in an interactive dialogue with disabled/pregnant employees and prospective employees to identify reasonable accommodations or their respective physician. All decisions with regard to reasonable accommodation shall be made by the Borough Administrator. Employees who are assigned to a new position as a reasonable accommodation will receive the salary for their new position. The Americans with Disabilities Act does not require the Borough to offer permanent "light duty", relocate essential job functions, or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc.

Employees should also offer assistance, to the extent possible, to any member of the public who requests or needs an accommodation when visiting Borough facilities. Any questions concerning proper assistance should be directed to Borough Administrator.

Anti-Discrimination Policy/ New Jersey Pregnant Worker's Fairness Act:

The Borough is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act as amended by the Equal Opportunity Act of 1972 and the New Jersey Law Against Discrimination as amended by the New Jersey Pregnant Worker's Fairness Act (LAD). Under no circumstances will the Borough discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability pregnancy (including pregnancy related medical condition), childbirth, liability for service in the United States armed forces, gender identity or expression, and/or any other characteristic protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer the Borough Administrator.

In compliance with the Americans with Disabilities Act, the ADA Amendments Act and the New Jersey Law Against Discrimination as amended by the New Jersey Pregnant Worker's Fairness Act (LAD), the Borough does not discriminate based on disability, pregnancy, pregnancy related medical condition or childbirth. The Borough will endeavor to make every work environment handicap assessable and all future construction and renovation of facilities will be in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines, as well as the ADA Amendments Act.

It is the policy of the Borough to comply with all relevant and applicable provisions of the Americans with Disabilities Act, the ADA Amendments Act and LAD. We will not discriminate against any employee or job applicant with respect to any terms, conditions, or privileges of employment on the basis of a known or perceived disability, pregnancy, childbirth or pregnancy related medical condition. We will also make reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities or pregnant, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose undue hardship on the Borough.

The Borough Administrator shall engage in an interactive dialogue with disabled/pregnant employees and

prospective employees to identify reasonable accommodations or their respective physician. All decisions with regard to reasonable accommodation shall be made by the Borough Administrator. Employees who are assigned to a new position as a reasonable accommodation will receive the salary for their new position. The Americans with Disabilities Act does not require the Borough to offer permanent "light duty", relocate essential job functions, or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc.

Employees should also offer assistance, to the extent possible, to any member of the public who requests or needs an accommodation when visiting Borough facilities. Any questions concerning proper assistance should be directed to Borough Administrator.

SECTION 2

Appointments Employment Procedures

2-1. ~~Appointment and discipline~~ Recruitment

~~Hiring, promotion, separation and discipline of any employee or department head shall be in accordance with this Section and Section 6 hereof.~~

The Borough Administrator will coordinate the employment recruitment process for all vacancies to ensure compliance with contractual, legal, and equal opportunity requirements. When a vacancy occurs, it is the responsibility of the Supervisor to notify the Borough Administrator who will distribute notification of the vacancy to all departments. The Borough Administrator will undertake to recruit qualified applicants in accordance with applicable Federal and State law. Where positions are advertised, the media or other periodical utilized must have as wide circulation as possible to encourage applications from candidates from diverse backgrounds and must prominently state that the Municipality is an equal opportunity employer.

2-1b. Definition of Full Time and Part Time Employees

A full-time employee is an employee who is appointed to a regular Borough position, who has successfully completed a probationary period and who is regularly scheduled to work for thirty-five (35) or more hours per week.

A part-time employee is an employee who is appointed to a regular Borough position, who has successfully completed a probationary period and who is regularly scheduled to work for less than thirty-five (35) hours per week.

2-2. ~~Qualifications.~~ Applications

~~Original appointments to fill vacancies or for new positions shall be limited to qualified persons who have been interviewed or tested concerning such factors as education, experience, aptitude, knowledge.~~

All candidates must fully complete an application form. A resume will not be considered as a substitute for this form. The application is a confidential document and will not be available to anyone who is not directly involved in the hiring process, except as required by law.

Applicants for employment shall apply on forms supplied by the Borough Administrator. Such forms shall be designed to obtain pertinent information concerning the applicant's education, training, experience, character and other factors necessary to determine the applicant's fitness and qualification for service to the Borough. Such applications shall include an acknowledgment by the applicants that, by accepting employment with the Borough, they do so with the understanding that they are employees "at-will".

2-3. ~~Application.~~ Interviews

The Borough Administrator will coordinate the interview process including the scheduling of applicants, development of interview questions and standards to measure candidate responses. All questions must be in accordance with the New Jersey Division of Civil Rights Guidelines for Pre-Employment Inquiries. The Municipality will make reasonable accommodations to known physical and mental limitations of all

applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of his or her job and also provided the accommodation does not impose an unreasonable hardship on the Municipality.

2-4. Processing of applications. Physical Examinations

~~The Borough Administrator shall process all applications for appointment to vacancies or new positions. Department heads shall participate in the application process to the extent determined by the Borough Administrator.~~

Pursuant to the Americans with Disabilities Act, after an offer of employment is made and prior to commencing employment, the Borough Administrator may require applicants to pass a physical examination in order to insure that they can perform the duties of their position without injury to themselves or others. The same post-offer physical examination must be performed on all applicants for a particular position. The Borough Administrator may require periodic physical examinations to determine the employee's continued ability to perform the duties of the position. All physical examinations must be performed by a physician chosen by the Municipality at the expense of the Municipality. All medical records of employees and prospective employees are confidential and are to be maintained by the Borough Administrator separate from the employee's official personnel file. Medical exams may include tests for drug and alcohol use.

2-5. Grounds for rejection of application. Criminal Background Checks

An applicant for employment may be rejected where said applicant:

- A. ~~Does not possess the required education, experience, aptitude or knowledge for the position sought.~~
- B. ~~Is unable to perform the essential functions of the position with or without reasonable accommodation.~~
- C. ~~Is using illegal drugs.~~
- D. ~~Has been convicted of any crime or offense the nature and severity of which renders the applicant unsuitable for the position sought.~~
- E. ~~Has been dismissed from previous employment for unsatisfactory job performance, absenteeism, insubordination or other misconduct.~~
- F. ~~Has practiced or attempted to practice any deception or fraud in his application or in furnishing other evidence of eligibility for appointment.~~
- G. ~~Or for any other reason deemed appropriate by the Borough.~~

Criminal background checks are required of all candidates, whether paid or volunteer, that may work directly or indirectly with children/youth/minors in accordance with the procedures outlined in the Section of this manual entitled "Background Checks and Procedures for Candidates, Employees and Volunteers".

2.6. Job Offers.

The final decision will be made by the Borough Council and/or Borough Administrator (as appropriate) after all references and other information has been verified. Every effort shall be made to offer reasonable accommodations to known physical and mental limitations of all applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the Municipality. The employment offer must be made in a letter to the

candidate outlining all terms and conditions of the offer. The letter will also establish a deadline for acceptance.

2.7. Employability Proof.

After acceptance, but before starting employment, all new employees shall be required to fill out an employment verification form (19) and to provide acceptable proof of right to employment in the United States.

2.8. Record Retention.

All applications, notes made during interviews and reference checks, job offers and other documents created during hiring process must be returned to the Borough Administrator. Documents related to the successful candidate will be placed in the employee's official personnel file except medical records including physical examinations must be maintained in a separate file. All records documents related to other candidates must be retained for at least one year.

2.9. Background Checks and Procedures for Candidates, Employees and Volunteers.

- Background checks required: Background checks are required of all candidates, whether for paid or volunteer positions, working directly or indirectly with children/youth/minors. Background checks will also be administered for each employee or volunteer that works directly or indirectly with children/youth/minors every three years. The exact titles of employees subject to background checks are (locally defined, but at a minimum should include all recreational positions, crossing guards, library positions, and maintenance and administrative positions pertaining to such programs).
- Background check procedure: The Borough Administrator will perform or initiate background checks and be the recipient of reports from outside agencies or contractors. The Borough Administrator will discuss disqualifying information received with the employee's or volunteer's department head. Written information received as a result of a "Request for Criminal History Record Information For A Noncriminal Justice Purpose" will be destroyed immediately after it has served its authorized purpose, as required by the State Police. Such information will be kept confidential and will not be published or disclosed in any manner not consistent with the procedures listed herein. Such information will not be deemed a public record under P.L. 1963, c.73 (C:47:1A-1, et seq.) as amended and supplemented by P.L. 2001, c.404 (C:47:1A-5, et seq.).

The Borough Administrator will inform the candidate, volunteer, or employee, in writing, of any information that would disqualify the person from working with children/youth. If the Borough contracts with an outside vendor to process the background checks, that contractor may be authorized to inform the person in writing of any information that would disqualify the person from working with children/youth/minors. Existing employees or volunteers will be placed on immediate suspension pending the outcome of a hearing or appeal. Employee suspensions may be with our without pay at the discretion of the Borough Administrator.

- Conditions Under Which An Employee Will Be Disqualified From Working With Children/Youth: A candidate, volunteer, or employee may be disqualified from employment in a position that works with children/youth/minors if that person's criminal record history background check reveals a record of conviction of any of the following crimes and disorderly persons offenses as defined by New Jersey law or by analogous laws in other States:
 - Homicide (N.J.S.A. 2C:11)
 - Assault, reckless endangerment, threats, stalking (N.J.S.A. 2C:12)

- Kidnapping (N.J.S.A. 2C:13)
- Sexual Offenses (N.J.S.A. 2C:14)
- Offenses Against the Family, Children and Incompetents (N.J.S.A. 2C:24)
- Controlled Dangerous Substances (N.J.S.A. 2C:35 except for 2C:35-10(a)4)
- Robbery (N.J.S.A. 2C:15)
- Theft (N.J.S.A. 2C:20)

A disqualification from any position will be based only on a conviction for one or more of the above disqualifying crimes and offenses. An acquittal, a dismissal, successful completion of Pre-Trial Intervention (PTI), or an expungement of a criminal offense, including a disqualifying criminal offense, is not a disqualifying conviction.

- Appeal Process: The Appeals Committee will be comprised of a Borough Administrator, Police Chief and other designated management official of the municipality.

Once a candidate, employee or volunteer has been notified of a disqualifying conviction, the employee has 14 calendar days to file a Notice of Appeal with the Borough. Such Notice of Appeal must be sent in writing to the Borough Administrator. The Notice of Appeal shall include a Notice of Rehabilitation and/or a Notice that the information is inaccurate or incorrect, pursuant to NJAC 13:59-1.6.

During the 14-day period listed above, and until the issuance of the decision of the Appeals Committee, an employee will be on a suspension with pay, pending the outcome of the Notice of Appeal.

In making a determination on the appeal, the following information will be considered:

1. The nature and responsibility of the position which the convicted individual would hold, has held, or currently holds, as the case may be.
2. The nature and seriousness of the crime or offense.
3. The circumstances under which the crime or offense occurred.
4. The date of the crime or offense.
5. The age of the individual when the crime or offense was committed.
6. Whether the crime or offense was an isolated or a repeated incident.
7. Any social conditions which may have contributed to the commission of the crime or offense.
8. Any evidence of rehabilitation, including good conduct in prison or in the community, counseling or psychiatric treatment received.
9. Acquisition of additional academic or vocational schooling, successful participation in correctional work-release programs, or the recommendation of those who have had the individual under their supervision.

The Borough will issue a written determination on the employee's appeal of their disqualifying conviction, setting forth the reasons for the determination.

2.10 Nepotism Procedure:

Unless otherwise provided by law or collective bargaining unit agreements, immediate relatives shall not be hired, promoted or transferred to a regular full-time or regular part-time position where:

- One relative would have the authority to appoint, remove, discipline or evaluate the performance of the other;
- One relative would be responsible for auditing the work of the other; or

- Other circumstances exist that place the relatives in a situation of actual or reasonably foreseeable conflict of interest.

For purposes of this policy, immediate relative includes spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household.

6-8 Open Public Meetings Act Procedure concerning Personnel Matters:

Discussions by the Borough Council or any body of the Borough concerning appointment, termination, terms and conditions of employment, performance evaluation, promotion or discipline of any current or prospective officer or employee shall be in closed session, , unless the individual requests in writing that the discussion be held in open session. Such request must be granted. Prior to the discussion by the Borough Council or any body of the Borough concerning such matters, the Clerk shall notify the affected person(s), within a reasonable period of time, of the meeting date, time and place, the matters to be discussed and the person's right to request that the discussion occur in open session. In the event more than one person is affected by the discussion and one of the affected persons does not request that the discussion be in open session, then the discussion shall be in closed session. ~~If the individual(s) does not request that the discussion be held in open session, the Borough Council or other body of the Borough may at its sole discretion invite the affected individual(s) to attend the applicable portion of the closed session.~~

14-5 Communication Media Policy:

The Borough of Hightstown Communication Medium are the property of the Borough of Hightstown and, as such, are to be used for legitimate business purposes only. For purposes of this Communication Media Policy, "Communication Media" includes all electronic media forms provided by the Borough of Hightstown, such as cell phones, smart phones, computers, electronic tablets, access to the internet, voicemail, email, and fax.

All data stored on and/or transmitted through Communication Media is the property of the Borough of Hightstown. For purposes of this policy, "Data" includes "electronically-stored files, programs, tables, data bases, audio and video objects, spreadsheets, reports and printed or microfiche materials which serve a Borough of Hightstown business purpose, regardless of who creates, processes or maintains the data, or whether the data is processed manually or though any of the Borough of Hightstown mainframe, midrange or workstations; servers, routers, gateways, bridges, hubs, switches and other hardware components of the Borough of Hightstown local or wide-area networks."

The Borough of Hightstown respects the individual privacy of its employees. However, employee communications transmitted by the Borough of Hightstown Communication Media are not private to the individual. **All Communication Media and all communications and stored information transmitted, received, or contained in or through such media may be monitored by the Borough of Hightstown. The Borough of Hightstown reserves the absolute right to access, review, audit and disclose all matters entered into, sent over, placed in storage in the Borough of Hightstown Communication Media.** By using the Borough of Hightstown equipment and/or Communication Media, employees consent to have such use monitored at any time, with or without notice, by Borough of Hightstown personnel. The existence of passwords does not restrict or eliminate the Borough of Hightstown ability or right to access electronic communications. However, the Borough of Hightstown cannot require the employee to provide its password to his/her personal account.

All email, voicemail and Internet messages (including any technology-based messaging) are official documents subject to the provisions of the Open Public Records Act (NJSA 47:1A-1). Employees of the Borough of Hightstown are required to use the assigned municipal email account for ALL Borough of Hightstown business and

correspondence. The use of private email accounts for ANY Borough of Hightstown business or during business hours is strictly prohibited.

Employees can only use the Borough of Hightstown Communication Media for legitimate business purposes. Employees may not use Borough of Hightstown Communication Media in any way that is defamatory, obscene, or harassing or in violation of any Borough of Hightstown rules or policy. Examples of forbidden transmissions or downloads include sexually-explicit messages; unwelcome propositions; ethnic or racial slurs; or any other message that can be construed to be harassment or disparaging to others based on their actual or perceived age, race, religion, sex, sexual orientation, gender identity or expression, genetic information, disability, national origin, ethnicity, citizenship, marital status or any other legally recognized protected basis under federal, state or local laws, regulations or ordinances.

All employees, who have been granted access to electronically-stored data, must use a logon ID assigned by Borough of Hightstown. Certain data, or applications that process data, may require additional security measures as determined by the Borough of Hightstown. Employees must not share their passwords; and each employee is responsible for all activity that occurs in connection with their passwords.

All employees may access only data for which the Borough of Hightstown has given permission. All employees must take appropriate actions to ensure that Borough of Hightstown data is protected from unauthorized access, use or distribution consistent with these policies. Employees may not access or retrieve any information technology resource and store information other than where authorized.

Employees must not disable anti-virus and other implemented security software for any reason, in order to minimize the risk of introducing computer viruses into the Borough of Hightstown computing environment.

Employees may not install or modify ANY hardware device, software application, program code, either active or passive, or a portion thereof, without the express written permission from the Borough of Hightstown. Employees may not upload, download, or otherwise transmit commercial software or any copyrighted materials belonging to parties outside of the Borough of Hightstown, or licensed to the Borough of Hightstown. Employees shall observe the copyright and licensing restrictions of all software applications and shall not copy software from internal or external sources unless legally authorized.

~~The Borough of Hightstown encourages employees to share information with co-workers and with those outside the Borough of Hightstown for the purpose of gathering information, generating new ideas and learning from the work of others to the extent such sharing is permitted by the Borough of Hightstown. Social media provide inexpensive, informal and timely ways to participate in an exchange of ideas and information. However, Social Media and its uses in government and daily life are expanding each year however, information posted on a website is available to the public; therefore, employees must adhere to the following guidelines for their participation in social media. Employees may engage in social media activity during work time through the use of the Borough of Hightstown Communication Media, provided that it is directly related to their work and it is in compliance with this policy.~~

~~The Borough of Hightstown encourages employees to share information with co-workers and with those outside the Borough of Hightstown for the purpose of gathering information, generating new ideas and learning from the work of others to the extent such sharing is permitted by the Borough of Hightstown. Social media provide inexpensive, informal and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public; therefore, employees must adhere to the following guidelines for their participation in social media. Employees Only those employees directly authorized by the Borough Administrator may engage in social media activity during work time through the use of the Borough of Hightstown Communication Media, ~~provided that~~ as it is directly related to their work and it is in compliance with this policy.~~

Employees must not reveal or publicize confidential Borough of Hightstown information. Confidential proprietary or sensitive information may be disseminated only to individuals with a need and a right to know, and where there is sufficient assurance that appropriate security of such information will be maintained. Such information includes, but is not limited to the transmittal of personnel information such as medical records or related information. In law

enforcement operations, confidential, proprietary or sensitive information also includes criminal history information, confidential informant identification, and intelligence and tactical operations files.

~~Employees are prohibited from releasing or disclosing any~~ No Borough employee shall post internal working documents to social media sites. This includes, but is not limited to, screenshots of computer stations, pictures of monitors and/or actual documents themselves without the prior approval of the Borough Administrator. In addition employees are prohibited from releasing or disclosing any photographs, pictures, digital images of any crime scenes, traffic crashes, arrestees, detainees, people or job related incident or occurrence taken with the Borough of Hightstown Communication Media to any person, entity, business or media or Internet outlet whether on or off duty without the express written permission of the Borough Administrator. Except in "emergency situations, "Employees are prohibited from taking digital images or photographs with media equipment not owned by the Borough of Hightstown. For purposes of this section, an "emergency situation" involves a sudden and unforeseen combination of circumstances or the resulting state that calls for immediate action, assistance or relief, and may include accidents, crimes and flights from accidents or crimes and the employee does not have access to the Borough of Hightstown Communication Media. If such situation occurs, employee agrees that any images belong to the Borough of Hightstown and agree to release the image to the Borough of Hightstown and ensure its permanent deletion from media device upon direction from the Borough of Hightstown.

No media advertisement, electronic bulletin board posting, or any other ~~posting~~ communication accessible via the Internet about the Borough of Hightstown or on behalf of the Borough of Hightstown, whether through the use of the Borough of Hightstown Communication Media or otherwise, may be issued unless it has first been approved by the Borough Administrator. Under no circumstances may information of a confidential, sensitive or otherwise proprietary nature be placed or posted on the Internet or otherwise disclosed to anyone outside the Borough of Hightstown. Such unauthorized communications may result in disciplinary action.

Because (authorized) postings placed on the Internet through use of the Borough of Hightstown Communication Media will display on the Borough of Hightstown return address, any information posted on the Internet must reflect and adhere to all of the Borough of Hightstown standards and policies.

All users are personally accountable for messages that they originate or forward using the Borough of Hightstown Communication Media. Misrepresenting, obscuring, suppressing, or replacing a user's identity on any Communication Media is prohibited. "Spoofing" (constructing electronic communications so that it appears to be from someone else without a legitimate authorized purpose and authorized by the Borough Administrator) is prohibited.

Employees must respect the laws regarding copyrights, trademarks, rights of public Borough of Hightstown and other third-party rights. Any use of the Borough of Hightstown name, logos, service marks or trademarks outside the course of the employee's employment, without the express consent of the Borough of Hightstown, is strictly prohibited. To minimize the risk of a copyright violation, employees should provide references to the source(s) of information used and cite copyrighted works identified in online communications.

~~To the extent that employees use social media outside of their employment and in so doing employees identify themselves as Borough of Hightstown employees, or if they discuss matters related to the Borough of Hightstown on a social media site, employees must add a disclaimer on the front page, stating that it does not express the views of the Borough of Hightstown, and the employee is expressing only their personal views. For example: "The views expressed on this website/web log are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each posting that is expressing an opinion related to the Borough of Hightstown or the Borough of Hightstown business. Employees must keep in mind that, if they post information on a social media site that is in violation of Borough of Hightstown policy and/or federal, state or local laws, the disclaimer will not shield them from disciplinary action.~~

If employees choose to identify themselves as a Hightstown Borough employee on their personal social media accounts and even those that do not should be aware that he or she may be viewed as acting on behalf of the Borough, as such no employee shall knowingly represent themselves as a spokesperson of the Borough, post any

comment, text, photo, audio, video or other multimedia file that negatively reflects upon the Borough, expresses views that are detrimental to the Borough's mission or undermine the public trust or is insulting or offensive to other individuals or to the public in regard to religion, sex, race or national origin. Hightstown Borough employees are encouraged to exercise extreme caution posting photographs of themselves in uniform or in situations where they can be readily identified as Borough employees.

Nothing in these policies is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment. Borough of Hightstown employees have the right to engage in or refrain from such activities.

BE IT FURTHER RESOLVED that each employee of the Borough shall be issued a copy of the revised personnel policy, and proof of same shall be placed in each employee personnel file.

Resolution 2016-116

BOROUGH OF HIGHTSTOWN

COUNTY OF MERCER

STATE OF NEW JERSEY

**SUPPORTING THE CLICK IT OR TICKET MOBILIZATION
OF MAY 23, 2016 – JUNE 5, 2016**

Whereas, there were 560 motor vehicle fatalities in New Jersey in 2015; and

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

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

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

WHEREAS, the State of New Jersey will participate in the nationwide *Click It or Ticket* seat belt mobilization from May 23 – June 5, 2016 in an effort to raise awareness and increase seat belt usage through a combination of enforcement and education; and

WHEREAS, the Division of Highway Traffic Safety has set a goal of increasing the seat belt usage rate in the state from the current level of 91% to 93% and

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

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of Hightstown Borough declares its support for the *Click It or Ticket* seat belt mobilization both locally and nationally from May 23, 2016 – June 5, 2016 and pledges to increase awareness of the mobilization and the benefits of seat belt use.

Resolution 2016-117

BOROUGH OF HIGHTSTOWN

COUNTY OF MERCER

STATE OF NEW JERSEY

**AUTHORIZING THE RENEWAL OF A SHARED SERVICES AGREEMENT WITH
ROBBINSVILLE TOWNSHIP FOR EMERGENCY MEDICAL SERVICES**

WHEREAS, Resolution 2015-152 authorized a shared services agreement for Robbinsville Township to provide

Emergency Medical Service coverage in Hightstown Borough; and

WHEREAS, said agreement was approved for the period June 1, 2015 through December 31, 2015 with the option to renew for two additional one year periods; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40:65-1 et seq. authorizes the approval of Shared Services Agreements by Resolution; and

WHEREAS, the Mayor and Council wish to renew the Shared Services Agreement for Emergency Medical Service for the period January 1, 2016 through December 31, 2016; and

WHEREAS, this agreement may be further extended by mutual agreement of the parties for up to one (1) additional one year term; and

WHEREAS, the Borough's net share of costs for these services, by the terms of this agreement, will be Ten Thousand Five Hundred Dollars (\$10,500.00) annually; and

WHEREAS funds for this expenditure will be made available in the 2016 budget;

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

4. The extension of the Shared Services Agreement with the Township of Robbinsville for Emergency Medical Service for the period January 1, 2016 through December 31, 2016 is hereby approved, in accordance with the provisions of N.J.S.A. 40:65-1 et seq.
5. This agreement is approved subject to the provision of adequate funds in the Borough's 2016 budget.

Resolution 2016-118

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

AUTHORIZING PERMIT PARKING IN THE MEMORIAL PARKING LOT

WHEREAS, Mary Manning, 110 North Main Street, has requested permit parking in the Memorial Parking Lot; and

WHEREAS, Ms. Manning is a resident of Block 23 which authorizes residents parking permits in the Stockton Street Parking Lot; and

WHEREAS, Ms. Manning has requested the use of the Memorial Parking Lot due to her inability to walk long distances; and

WHEREAS, Ms. Manning has provided the Clerk's office medical documentation supporting her need of the request; and

WHEREAS, the Mayor and Borough Council find that the request for permit parking in the Memorial Parking Lot for Ms. Manning, be granted.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the

Clerk's office is hereby authorized to issue a parking permit to Mary Manning that authorizes permit parking in the Memorial Parking lot.

Resolution 2016-119

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

**RESOLUTION OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF
MERCER, NEW JERSEY, EXTENDING DESIGNATION OF RBG HIGHSTOWN LLC
AS CONDITIONAL REDEVELOPER FOR PROPERTY COMMONLY KNOWN AS
BLOCK 30, LOTS 1-7, BLOCK 30, LOTS 10-13 AND BLOCK 21, LOTS 1-5 AND 26 ON
THE TAX MAP OF THE BOROUGH**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, (the "Redevelopment Law"), by Resolution 2003-19 duly adopted on December 1, 2003, the Borough Council (the "Borough Council") of the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough"), designated the properties known as Block 54, Lots 6-10, 13, 14.01, 16.01 & 23; Block 40, Lots 14-28; Block 33, Lots 1-30 & 32-36; Block 30, Lots 1-13; Block 28, Lots 56 & 57; and Block 21, Lots 1-14 & 26 on the tax map of the Borough and also known as the Mills at Hightstown (collectively, the "Redevelopment Area") on the Official Tax Map of the Borough, as an "area in need of redevelopment" pursuant to the Redevelopment Law; and

WHEREAS, a revised redevelopment plan for the Redevelopment Area (the "Redevelopment Plan") was adopted by Ordinance Number 2015-04 of the Borough Council on April 20, 2015, which revised redevelopment plans previously adopted by the Borough on September 7, 2004, October 2, 2006 and October 6, 2008; and

WHEREAS, on February 1, 2016, the Borough Council adopted a resolution designating RBG Hightstown LLC (the "Entity") as the conditional redeveloper for the portion of the Redevelopment Area consisting of Block 30, Lots 1-7, Block 30, Lots 10-13 and Block 21, Lots 1-5 and 26 on the Borough's tax map (collectively, the "Project Area"); and

WHEREAS, the Borough and the Entity entered into that certain Conditional Redevelopment Agreement (the "Conditional Redevelopment Agreement") for the purpose of setting forth the terms and conditions under which the parties would negotiate a more comprehensive redevelopment agreement ("Redevelopment Agreement") for the redevelopment of the Project Area; and

WHEREAS, the Entity's conditional redeveloper designation expires on May 31, 2016; and

WHEREAS, the Borough and the Entity have been actively negotiating the terms of the Redevelopment Agreement and require more time to conclude such negotiations; and

WHEREAS, the Borough desires to extend the designation of the Entity as the conditional redeveloper of the Project Area.

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

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length herein.

Section 2. The designation of the Entity as the conditional redeveloper of the Project Area is hereby extended through September 30, 2016.

Section 3. The Mayor is hereby authorized to execute any and all documents, including, if necessary, any amendment to the Conditional Redevelopment Agreement, to effectuate the extension of the Entity's conditional redeveloper designation.

Section 4. This resolution shall take effect immediately.

PUBLIC COMMENT PERIOD II

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

Lynne Woods, 315 Park Avenue – Commented on Mr. Kurs' comment from the May 2, 2016 meeting stating that she gave misinformation regarding the Chief of Police Ordinance. She continued with reviewing the ordinance again, specifically the physical and psychological exam requirements.

Scott Caster, 12 Clover Lane – Stated that he hopes that Council appreciates his sense of purpose. He stands up for Hightstown Borough. Commented that he was disappointed that the Budget was passed with very little discussion.

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

DISCUSSION

Business License Ordinance

Mayor Quattrone explained that a requirement to have all businesses receive an annual license would keep the Borough aware of the businesses in town and would be able to open the lines of communication.

Councilmember Stults stated this has worked in other towns and this would be a good way to help the Police Department have contact information in case of emergency. He stated that he thinks this is a good idea that would help protect the business district and the town.

Councilmember Misiura stated that if we move forward with this he would like to see the fee remain low but that the administrative costs need to be covered.

Councilmember Kurs stated that he wants to make sure that the cost will not be too prohibitive to the businesses.

Mr. Underhill, Borough Administrator, commented that Council had the Ordinance from Asbury Park to review. This ordinance is recent and up to date.

Fred Raffetto, Borough Attorney, stated that we can update Asbury Park's Ordinance to be Hightstown specific regarding the types of businesses and fees.

After further discussion, it was decided that to move forward with the ordinance. Mr. Underhill will work with Mr. Raffetto to have the ordinance ready for introduction at the June 6th meeting.

HPC Ordinance – Reducing membership numbers

It had been brought to the attention of Mayor and Council that the Historic Preservation Commission frequently has to cancel meetings due to the lack of a quorum. It was requested by the HPC that the membership be changed from 7 members to 5 members.

Discussion ensued. Mr. Raffetto commented that according to State Statute a Historic Preservation Commission can consist of 5, 7 or 9 members. At present time Hightstown Borough's Historic Preservation Commission has 7 voting members with 2 alternates. After further discussion it was agreed that we will in fact change the membership from 7 members to 5 members. The Borough Clerk will prepare the revisions to have the ordinance ready for introduction at the June 6th meeting.

Capital Budget Items

Mr. Underhill updated Council on the following projects.

At the moment we have a grant to do sidewalk and paving work on Joseph and Stockton, the Water Department would like upgrade the water/sewer lines under Joseph Street. The estimated cost from the Water Department is \$70,000.

Advanced Waste Water Treatment 2016 requests – Mr. Searing has been requested that the Secondary Clarifier be replaced. It is over 25 years old and we cannot continue to get replacement parts. The cost of this would be \$120,000. The AWWTP Engineer has reviewed the request and agrees that this needs to be replaced at this time.

George Lang discussed the funding of these projects.

Joseph Street Water/Sewer Lines \$70,000 – We have an existing bond ordinance that has been used for Water Mains. The money available for this and nothing further would need to be done.

AWWTP Secondary Clarifier – Mr. Underhill and Mr. Lang reviewed older bond ordinances and have found two in which the projects are complete and there is left over money. The total left from these two ordinances is \$150,000. A Resolution will be brought forth cancelling these balances and a new bond ordinance would be put into place for \$120,000. This will not have a major impact on the overall debt of the Borough.

Discussion ensued it was agreed that we move forward with the Capital Projects as discussed.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Stults

Construction Office – Mr. Chin, Construction Official, is working on options to give businesses when they apply for sign permits, he is working on giving them examples and costs that would be associated with different types of signs along with names of businesses that can help them with the new signs.

Downtown Business Meeting – Held another meeting with downtown business owners and only one owner showed up. We are hoping that we can get more business owners to come to these meeting to open communication. At the meeting, Mr. Caster suggested that Downtown Hightstown look into hiring a consultant to look at all the storefronts for suggestions on how to improve their look. Mr. Stults will bring this to the Board at the next Downtown Hightstown meeting.

12 Farms Restaurant – Travel and Leisure Magazine mentioned 12 Farms Restaurant as an up and coming Farm to Table Restaurant in its latest issue. This is a multi-national magazine. This is great news for 12 Farms and for Hightstown Borough.

Councilmember Kurs

Police Department – The Sergeant's exam was given this afternoon and interviews are scheduled for later sometime in June.

Community Yard Sale – Nice turnout despite the bad weather.

Councilmember Misiura

Planning Board – Discussed the property on the corner of Summit and Mercer. An extension of approval to build residential units was granted. Spoke about a flag ordinance that will be coming to Council. This would be to prevent sign clutter. Enchantment Ordinance was discussed to change their by-laws amending the age restriction. Planning Board will be updating the housing element for the fair share housing plan. Planning Board is working on changing the zoning update to match the Master Plan.

Fire Department – New fire truck is here. Gold leafing is being applied now and should be ready for the Memorial Day Parade

RBG – Had a meeting last week. Everyone is hopeful that the Developer's Agreement will be ready in June. Has a meeting scheduled with the Fire Department this week to give them updates about the options for the Fire House.

Councilmember Montferrat

Board of Health – Meeting was last Wednesday. Their main concern was the TB Clinic Shared Services Agreement.

Historic Preservation Commission – Next meeting is May 19th.

Harvest Fair Committee – Next meeting is May 18th.

Councilmember Bluth

Parks & Recreation – This Sunday they will be hosting Pilates in the Park from 2-4 at Association Park. The Farmers Market will begin the 3rd week of June. The Market will take place on Thursday's this year. Triathlon is scheduled for September 11th.

Cultural Arts Commission – Their Master Plan is complete. Their next meeting is Wednesday.

George Lang, CFO

Bond Anticipation Notes are coming due on June 3rd. These are used to finance Capital Projects. We will roll the notes until February 1, 2017 with hopes to sell bonds by the end of the year to take advantage of good rates.

Council President Hansen

Taxes – In response to Mr. Caster's comments regarding State Aid. How do we get our Legislatures involved? If Mr. Caster is willing to share this information on what the first small step is we can move forward in trying to get State Aid.

Chief of Police – Asked that someone who was involved in the process of appointing the Police Chief please get back to Ms. Woods with the information and procedure.

Henry Underhill, Borough Administrator

Dispatch – Started working out of East Windsor yesterday (5/15)

Enchantment – Asked Borough Attorney if the Ordinance needs to go to Planning Board for approval after introduction. Mr. Raffetto answered yes because we will be amending the land use and zoning section of the Borough Code.

Mayor Quattrone

Fire Department Golf Outing – Will be held August 29th at the Peddie Golf Course. \$125 per golfer.

Has met with several board and committees.

Sat in and observed several court sessions to make sure things are running smoothly and they are.

There is no executive session tonight. Thank you all for coming. If anyone has questions of Council they will meet with you. The Mayor is at Borough Hall on Thursday evenings if anyone needs to meet with him.

ADJOURNMENT

Councilmember Kurs motioned to adjourn at 9:25 pm. Council President Hansen seconded. All ayes.

Respectfully Submitted,

Margaret M. Riggio
Deputy Borough Clerk

Resolution 2016-133

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

AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on June 20, 2016 at 7:00 p.m. at the Hightstown Engine Co. #1 Fire House Hall 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 – Promotions
Litigation – Marchione

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public: September 20, 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 June 20, 2016.

Margaret M. Riggio
Deputy Borough Clerk

ORDINANCE 2016-15

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

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

WHEREAS, the Mayor and Council of Hightstown Borough wish to make certain revisions to the Borough Code relating to business licenses within the Borough limits; and

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

Section 1. Chapter 4 “General Licensing”, Sections 4-1 entitled “License Regulations”, 4-3 entitled “Solicitors and Canvassers”, and 4-11 entitled “Retail Establishments” are hereby amended as follows (underline for additions, strikethroughs for deletions):

Chapter 4

GENERAL LICENSING

Sections:

- 4-0A Article I. Business Licensing**
- 4-1 LICENSE REGULATIONS**
- 4-2 PEDDLERS***
- 4-3 SOLICITORS AND CANVASSERS***
- 4-4 CHARITABLE SOLICITATIONS***
- 4-5 MOVIE THEATERS***
- 4-6 POOL HALLS, BILLIARDS PARLORS AND BOWLING ALLEYS***
- 4-7 AMUSEMENT MACHINES***
- 4-8 AUTOMATIC VENDING MACHINES; COIN-OPERATED MACHINES***
- 4-9 BANKRUPTCY SALES; GOING OUT-OF-BUSINESS SALES; FIRE SALES***
- 4-10 AUCTIONS; BINGOS; RAFFLES; CIRCUSES; EXHIBITIONS***
- 4-11 RETAIL FOOD ESTABLISHMENTS***
- 4-12 RETAIL ESTABLISHMENTS***
- 4-13 RESERVED**
- 4-14 RESERVED**
- 4-15 RESERVED**
- 4-15A Article II. Newspapers, Publications and Periodicals**
- 4-16 DELIVERY OF UNSUBSCRIBED AND UNSOLICITED PUBLICATIONS**
- 4-17 RESERVED**
- 4-18 RESERVED**
- 4-19 RESERVED**
- 4-20 RESERVED**
- 4-20A Article III. Taxicabs**
- 4-21 TAXICAB LICENSING**
- 4-22 CONTRACTORS LICENSES**

Section 4-1

LICENSE REGULATIONS

Subsections:

- 4-1.1 Purpose.**
- 4-1.2 Application.**
- 4-1.3 Investigation of Applicant; Appeals to Borough Council.**
- 4-1.4 Fee Schedule.**
- 4-1.5 Contents of License.**
- 4-1.6 License Record to be Kept.**
- 4-1.7 Display of License.**
- 4-1.8 Transferability.**
- 4-1.9 Expiration; Renewal.**
- 4-1.10 Revocation of License.**
- 4-1.11 Notice of Hearing.**
- 4-1.12 Hearing.**
- 4-1.13 Reinstatement of Revoked or Denied Licenses.**
- 4-1.14 Promulgation of Rules and Regulations.**
- 4-1.15 Violation and Penalties.**

4-1.1 Purpose.

The purpose of this section is to provide a uniform set of procedures for administering the issuance, renewal and revocation of all licenses issued by the Borough, except alcoholic beverage licenses, dog licenses and taxicab licenses. (1991 Code § 133-1)

4-1.2 Application.

a. All applications for licenses shall be accompanied by the required fee and shall be made to or through the Borough Clerk on forms provided by him/her. The forms shall be completed with the following information:

1. The name and permanent and local address of the applicant; if the applicant is a corporation, the name and address of its registered agent.
2. If the licensed activity is to be carried on at a fixed location, the address and description of the premises.
3. If the premises is not owned by the applicant, the owner of said premises and their contact information.
4. If a vehicle is to be used, its description, including the license number.
5. If the applicant is employed by another, the name and address of the employer, together with credentials establishing the exact relationship.
6. The days of the week and the hours of the day during which the licensed activity will be conducted.
7. A description of the nature of the business and the goods, property or services to be sold or supplied.
7. A statement as to whether the applicant has been convicted of any crime or the violation of any municipal ordinance other than a traffic offense and, if so, the date and place of conviction, the nature of the offense and the penalty imposed.
8. Statement that applicant is not violating the zoning ordinance of the Borough of Hightstown. If applicant occupies a nonconforming use, proof of date of occupancy and operation must be given.

9. Statement that applicant is not in default under the provisions of this chapter or indebted or obligated in any manner to the Borough of Hightstown, except for current taxes, both real and personal.

10. The statement of information required under this subsection shall be verified under oath, containing the signature of the applicant or agent, each of whom shall be equally responsible for the truthfulness and accuracy of the information set forth in the statement.

11. Appropriate evidence as to the good character and business responsibility of the applicant so that an investigator may properly evaluate his character and responsibility.

b. Applications by partnerships shall be signed by all partners, with the information required by this section supplied in detail as to each partner, and applications of corporations shall have attached individual statements containing all the information required by this subsection relating to each employee or agent who shall engage in the licensed activity and shall be signed by each employee or agent. (1991 Code § 133-2)

4-1.3 Investigation of Applicant; Appeals to Borough Council.

Each application shall be referred to the Chief of Police or a Police Officer designated by him, who shall immediately institute whatever investigation of the applicant's business responsibility, moral character and ability to properly conduct the licensed activity he considers necessary for the protection of the public. He shall communicate his findings, in writing, to the Borough Clerk within a reasonable time after the application has been filed. If the investigator decides that the applicant's character, ability or business responsibility is unsatisfactory or the products, services or activity are not free from fraud, he shall disapprove the application, and the Clerk shall refuse to issue the license and notify the applicant. Otherwise, the Borough Clerk shall issue the license immediately, provided that the required license fees have been paid, except in cases where approval of the Mayor and Council is required. In the case of an application for a solicitor's, peddler's or canvasser's license, the license may be issued immediately subject to investigation. In the event of the refusal of the issuance of the license, the applicant may appeal to the Council for a hearing. The appeal shall be filed, in writing, with the Borough Clerk within fourteen (14) days after notification of the refusal. The Council shall hold its hearing within ten (10) days thereafter, and its decision shall be final. (1991 Code § 133-3)

4-1.4 Fee Schedule.

a. Fees shall be as follows:

<u>License</u>	<u>Fee</u>
Peddlers, hawkers and vendors	\$75.00 per year
Solicitors and canvassers	\$75.00 per month
Charitable solicitations	No fee
Movie theatres	\$50.00 per year
Pool and billiard parlors	\$50.00 per year
Coin-operated vending machines (in coin-operated laundries):	
Automatic washers	\$10.00 per machine per year
Dryers	\$10.00 per machine per year
Coin changers	\$10.00 per machine per year
Soap-dispensing machines	\$10.00 per machine per year
Automatic vending machines:	

Vending merchandise or service of any description (Non-food)	\$40.00 per machine per year
Amusement, skill and video machines	\$100.00 per machine per year
Weighing scales	\$30.00 per machine per year
Coin-operated phonographs	\$75.00 per machine per year
Coin-operated reproducing machines	\$60.00 per machine per year
Going-out-of-business sales	\$150.00 per sale
Circuses and traveling shows	\$100.00 per day
Auctions	\$100.00 per day
Boardinghouses, rooming houses and rooming units*	
1 to 3 boarders or roomers	\$5.00 per boarder or roomer per year
4 or more boarders or roomers	\$3.00 per boarder or roomer per year
Retail Businesses (sale of goods or services)	\$100.00 per year

b. Fees shall be paid on an annual basis. However, in the event of a partial year of operation, the payment due shall be prorated to provide that one-fourth of the fee shall be paid for each quarter or partial quarter of operation.

c. All annual license holders shall register and pay the applicable fee no later than March 1, or a late fee of \$100.00 will be assessed and due with the payment.

d.. Fees listed in Section 4-1.4 shall be waived for any organization qualified as nonprofit under Section 501(c)(3) of the Internal Revenue Code. (1991 Code § 133-4; Ord. No. 860 § 2; New; Ord. No. 1999-01 § 2; Ord. 2000-15, Amended, 07/21/2000; Ord. 2008-09)

e. No rebate or refund of any license fee or any part thereof shall be made by reason of retirement of licensee from business or by reason of the nonuse of such license for all or any portion of the licensed year, or by reason of a change of location or business or by reason of fire or other accident or other casualty rendering the use of such license ineffective

* **Editor's Note:** For additional license application information and regulations, see Chapter XIII, Section 13-10.

4-1.5 Contents of License.

Licenses shall be in a form which the Council prescribes by resolution and shall contain the following information:

- a. The name and address of the licensee.
- b. The number and type of the license and nature of the licensed activity.
- c. The address at which the licensed activity is conducted, if the activity is carried on at a fixed location.
- d. If the licensed activity is conducted from a vehicle, the make, model and license number of the vehicle.
- e. The expiration date of the license.

f. Any other appropriate information which the Mayor and Council may require by resolution. (1991 Code § 133-5)

4-1.6 License Record to be Kept.

The Borough Clerk shall keep a record of all licenses issued under this section. The record shall be in a form prescribed by resolution of the Council and shall contain the same information as is required by subsection 4-1.5 to be contained in the license. It shall also indicate the amount of the fee paid for the license, the date upon which payment was received, the date of the issuance of the license, whether the license is a new license or a renewal and any other information which the Mayor and Council may require by resolution. (1991 Code § 133-6)

4-1.7 Display of License.

When the licensed activity is conducted at a fixed location or from a vehicle, the license shall be prominently displayed at the location or on the vehicle. In all other cases, the licensee shall have the license in his possession at all times and shall display it upon the request of any police officer or any person with whom he is doing business. (1991 Code § 133-7)

4-1.8 Transferability.

Except as otherwise provided, a license shall apply only to the person to whom it was issued and shall not be transferable to another person. Licenses may be transferred from place to place in cases where the licensed activity is conducted at a fixed location, but only with the approval of the Council by resolution. The general fee for the transfer of a license from place to place shall be five (\$10.00) dollars. (1991 Code § 133-8)

4-1.9 Expiration; Renewal.

Except where expressly provided otherwise, all licenses shall expire on December 31 of the year of issue at 12:00 midnight. Applications for the renewal of licenses shall be made not later than December 1 of the year of issue. (1991 Code § 133-9)

4-1.10 Revocation of License.

a. Any license or permit issued by the Borough may be revoked by the Council after notice and a hearing for any of the following causes:

1. Fraud or misrepresentation in any application for a permit or license.
2. Fraud, misrepresentation or other dishonesty in the conduct of the licensed activity.
3. A violation of any provision of this Code.
4. Conviction of the licensee for any crime or offense involving moral turpitude.
5. Conduct of the licensed activity, whether by the licensee himself or his agents or employees, in an unlawful manner or in a manner that constitutes a breach of the peace or a menace to the public health, safety or general welfare.

6 Failure to permit access to the licensed premises at all reasonable times by the borough licensing officer.

b. Whenever a license is issued immediately upon an application, pending the results of the investigation provided for by this section, such license may be summarily revoked if the result of the investigation is such as would have resulted in denial of the application. (1991 Code § 133-10; Ord. No. 860 § 2)

4-1.11 Notice of Hearing.

Notice of a hearing for the revocation of a license or permit shall be given, in writing, by the Borough Clerk. The notice shall specifically set forth the grounds upon which the proposed revocation is based and the time and place of the hearing. It shall be served by mailing a copy to the licensee at his last known address by certified mail, return receipt requested, at least five (5) days prior to the date set for the hearing. (1991 Code § 133-11)

4-1.12 Hearing.

At the hearing the licensee shall have the right to appear and be heard, to be represented by an attorney, to present witnesses in his own behalf, to cross-examine opposing witnesses and to have a permanent record made of the proceedings at his own expense. The Council shall revoke or suspend the license if it is satisfied by a preponderance of the evidence that the licensee is guilty of the acts charged. (1991 Code § 133-12)

4-1.13 Reinstatement of Revoked or Denied Licenses.

The Council may issue another license to a person whose license has been revoked or denied as provided in this section if, after a hearing, it is satisfied by clear and convincing evidence that the acts which led to the revocation or denial will not occur again; otherwise, no person whose license has been revoked or denied nor any person acting for him, directly or indirectly, shall be issued another license to carry on the same activity. (1991 Code § 133-13)

4-1.14 Promulgation of Rules and Regulations.

The Council may, by resolution, make rules and regulations which interpret or amplify any provisions of this section or for the purpose of administering the provisions of this section or making them more effective. No regulation shall be inconsistent with or alter or amend any provision of this section, and no regulation shall impose any requirement which is in addition to or greater than the requirements that are expressly or by implication imposed by any provision of this section. (1991 Code § 133-14)

4-1.15 Violation and Penalties.

Any person convicted by the Municipal Court of the Borough of Hightstown for a violation of the provision of this section shall be subject to a fine of not more than one hundred (\$100.00) dollars or imprisonment for a term not to exceed ninety (90) days, or both. Each day that a violation of the provisions of this section continues shall be considered as a separate offense. (1991 Code § 133-15; Ord. No. 860 § 2)

Section 4-3

SOLICITORS AND CANVASSERS*

Subsections:

- 4-3.1 Definitions.**
- 4-3.2 License Required.**
- 4-3.3 Exceptions.**
- 4-3.4 Application.**
- 4-3.5 Licenses.**
- 4-3.6 Hours and Days of Activities.**

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

4-3.1 Definitions.

As used in this section:

“Solicitor” shall mean a person, also known as a "canvasser," whether resident of the Borough or not, traveling either by foot, wagon, automobile, motor truck or any other type of conveyance from place to place, from house to house or from street to street, taking or attempting to take orders for sale of goods, wares and merchandise, personal property of any nature whatsoever for future delivery or for services to be furnished or performed in the future, whether or not the individual has, carries or exposes for sale a sample of the subject of the sale, with or without accepting in advance payment for the goods. The term "solicitor" shall also include any person who may be taking a poll or survey from house to house or on the streets or distributing advertisements or handbills. (1991 Code § 117-8)

4-3.2 License Required.

It shall be unlawful for any solicitor or canvasser to engage in such business within the Borough without first obtaining a license. (1991 Code § 117-9)

4-3.3 Exceptions.

This section shall not apply to any of the following persons:

- a. A person who has obtained a charitable solicitor's permit in accordance with Section 4-4.
- b. Any person distributing literature or handbills on behalf of a candidate for public office.
- c. Any veteran or volunteer fireman who holds a special license issued pursuant to N.J.S. 45:24-9. (1991 Code § 117-10)

4-3.4 Application.

In addition to the information required by subsection 4-1.2, the application for a solicitor's license shall indicate the place where the goods or property proposed to be sold, or orders taken for the sale thereof, are manufactured or produced, where such goods or products are located at the time the application is filed and the proposed method of delivery. (1991 Code § 117-11)

4-3.5 Licenses.

The Borough Clerk shall issue to each licensee a license on which shall appear the words " Solicitor License," the period for which the license is issued and the number of the license. During the time such licensee is engaged in soliciting, the license shall be carried with the Solicitor and presented upon request to any Police Officer or perspective customer. (1991 Code § 117-12)

4-3.6 Hours and Days of Activities.

No soliciting or canvassing activities shall be conducted before 9:00 a.m. or later than 7:00 p.m., nor on holidays. (1991 Code § 117-13; Ord. No. 1998-2 § 1)

Section 4-11

RETAIL FOOD ESTABLISHMENTS*

Subsections:

4-11.1 License Required.

4-11.2 Investigation of Applicant.

4-11.3 Suspension or Revocation of License.

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

4-11.1 License Required.

No person shall operate a retail food establishment as defined in the Retail Food Establishment Code of New Jersey, 1965, without having first obtained a license from the Borough and paid the required license fee pursuant to Chapter BH:IV of the Hightstown Borough Board of Health Code. (1991 Code § 105-1)

4-11.2 Investigation of Applicant.

In addition to the requirements contained in Section 4-1, each application for a license under this section shall be investigated by the Borough Health Officer, who shall report his findings, in writing, to the Mayor and Council within a reasonable time. No license shall be issued unless the Health Officer reports that the applicant conforms to all provisions of the Retail Food Establishment Code. (1991 Code § 105-2)

4-11.3 Suspension or Revocation of License.

In addition to the grounds for revocation set forth in subsection 4-1.10, a license issued under this section may be suspended or revoked for failure to comply with any provision of the Retail Food Establishment Code. (1991 Code § 105-3)

Section 2. A new section 4-12 entitled "Retail Establishments" shall be added as follows:

Section 4-12

RETAIL ESTABLISHMENTS*

Subsections:

4-12.1 Definitions.

4-12.2 License Required.

4-12.3 Exceptions.

4-12.4 Additional Application Requirements.

4-12.1 Definitions.

As used in this section "Retail Establishment" shall mean any business engaging in:

- a. Selling of any goods or services; or
- b. Soliciting business or offering goods or services for hire; or
- c. Using any vehicle, machine or device, or any premises in the Borough of Hightstown for business purposes

4-12.2 License Required.

It shall be unlawful for any retail establishment to engage in any business within the Borough without first obtaining a license.

4-12.3 Exceptions.

This section shall not apply to any of the following establishments:

- a. Any establishment that has obtained an annual retail food license.
- b. Any establishment that has obtained a Coin-operated vending machine license (in coin-operated laundries).

4-12.4 Additional Application Requirements.

- a. In addition to general requirements stated in section 4-1, the application for a license shall also require:
 1. That the use does not conflict with the regulations of Chapter 28, "Zoning".

4-12.5 Suspension or Revocation of License.

In addition to the grounds for revocation set forth in subsection 4-1.10, a license issued under this section may be suspended or revoked for failure to comply with any provision of the Retail Establishment Code.

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

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

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

the extent of such inconsistency.

Introduced: June 6, 2016

Adopted:

ATTEST:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

Ordinance 2016-16

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

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 2, ENTITLED
“ADMINISTRATION”, SECTION 2-45, ENTITLED “HISTORIC PRESERVATION COMMISSION”,
SUBSECTION 2-45.3, ENTITLED “ESTABLISHMENT OF THE HISTORIC PRESERVATION
COMMISSION” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF
HIGHTSTOWN, NEW JERSEY” REGARDING MEMBERSHIP**

WHEREAS, the Historic Preservation Commission (HPC) has had difficulty in acquiring a quorum for HPC meetings, and the Hightstown Borough Council finds that a change in the membership of the HPC will enable the HPC to perform their function more efficiently and serve the Borough effectively.

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

Section 1. That Chapter 2, entitled “Administration”, Section 2-45, entitled “Historic Preservation Commission”, Subsection 2-45.3, entitled “Establishment of the Historic Preservation Commission”, is hereby amended to read as follows (underline for additions, strikethroughs for deletions):

Subsection 2-45.3: Establishment of the Historic Preservation Commission.

(A) Establishment – There is hereby established within the Borough of Hightstown, pursuant to N.J.S.A. 40:55D-107 et seq., an “Historic Preservation Commission”, also known as the “HPC,” whose members shall serve without compensation.

(B) Responsibilities – The Historic Preservation Commission shall have the following duties and responsibilities:

1. To identify, record and maintain a survey of all buildings, structures, sites, objects, improvements and Districts of historical significance within the Borough of Hightstown.
2. To recommend to the Mayor and Council the designation of buildings, structures, sites, objects or improvements as Historic Landmarks, and to recommend the designation of Historic Districts.
3. To monitor and recommend to the Mayor and Council any buildings, structures, sites, objects, improvements or Districts for inclusion in the New Jersey or National Register of Historic Places.
4. To make recommendations to the Planning Board on the Historic Preservation Plan Element of the Master Plan and on the implications of Historic Landmarks and Historic Districts of any other Master Plan elements. The HPC may provide information to the Planning Board indicating the location and significance of Historic Landmarks and Historic Districts, and identify the standards used to assess worthiness for Historic Landmark or Historic District designation.
5. To advise the Planning Board on applications for development pursuant to N.J.S.A. 40:55D-110.
6. To provide written reports pursuant to N.J.S.A. 40:55D-111 on the application of the Zoning Ordinance provisions concerning historic preservation to proposed construction.

- 7. To review and render recommendations regarding applications for HPC Opinions as set forth in this Ordinance.
- 8. To advise the Planning Board, other Borough Commissions and Committees and the Mayor and Council on the inclusion of Historic Landmarks and Historic Districts in the Borough’s revitalization planning.
- 9. To monitor and recommend to the Mayor and Council the submission of any grants related to historic preservation.
- 10. To carry out other advisory, educational and informational functions to promote historic preservation in the Borough.

(C) Membership, Appointment – The HPC shall consist of five (5) regular members and two (2) alternate members, who shall be appointed by the Mayor. At the time of appointment, members shall be designated by the following classes:

Class A – A person knowledgeable in building design and construction or architectural history and who may reside outside the municipality; and,

Class B – A person who is knowledgeable in, or who has demonstrated an interest in, local history and who may reside outside the municipality; and,

Class C – Citizens of the municipality who shall hold no other municipal office, position or municipal employment except for membership on the Planning Board. Class C members should have at a minimum a demonstrated interest in history, historic preservation or a related field.

Of the five regular members, a total of at least two members shall be of Classes A & B. Alternate members shall meet the qualifications of Class C members. At the time of appointment, alternate members shall be designated as “Alternate #1” and “Alternate #2”.

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

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

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

Introduction: June 6, 2016

Adoption:

ATTEST:

 DEBRA L. SOPRONYI
 MUNICIPAL CLERK

 LAWRENCE D. QUATTRONE
 MAYOR



Borough of Hightstown Planning Board

156 Bank Street, Hightstown, New Jersey 08520

609-490-5100, extension 617

Website: www.hightstownborough.com

To: Borough Council

From: Sandy Belan, Planning Board Secretary 

Subject: Ordinance 2016-18 & 2016-16

Date: June 14, 2016

At their meeting on June 13, 2016, the Planning Board approved the following items forwarded from the Borough Council:

- 1) Ordinance 2016-18 – An Ordinance Amending and Supplementing Subsection 28-3-11, entitled “AA Active Adult Age-Restricted Housing,” of Section 28-3, “Districts Established; Zoning Map,” of Chapter 28, “Zoning,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey.”
- 2) Ordinance 2016-16 – An Ordinance Amending and Supplementing Chapter 2, Entitled “Administration” Section 2-45, Entitled “Historic Preservation Commission,” Subsection 2-45.3 Entitled “Establishment of the Historic Preservation Commission” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey” Regarding Membership

Ordinance 2016-17

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

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 24, ENTITLED “FLOOD DAMAGE PREVENTION,” TO THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY.”

WHEREAS, The State of New Jersey, Department of Environmental Protection has determined that amendments are needed to Chapter 24 to the Revised General Ordinances of the Borough of Hightstown, to continue participation in the National Flood Insurance Program (NFIP).

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

Section 1. That Chapter 24 entitled “Flood Damage Prevention”, is hereby amended to read:

1.1 STATUTORY AUTHORIZATION

The Legislature of the State of New Jersey has in N.J.S.A. 40:48-1 et seq., delegated the responsibility to local governmental units to adopt regulations designed to promote public health, safety, and general welfare of its citizenry. Therefore, the Borough Council of the Borough of Hightstown of Mercer County, New Jersey does ordain as follows:

1.2 FINDINGS OF FACT

- a) The flood hazard areas of the Borough of Hightstown are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- b) These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazard which increase flood heights and velocities, and when inadequately anchored, causes damage in other areas. Uses that are inadequately floodproofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

1.3 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- a) Protect human life and health;
- b) Minimize expenditure of public money for costly flood control projects;
- c) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- d) Minimize prolonged business interruptions;
- e) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, bridges located in areas of special flood hazard;
- f) Help maintain a stable tax base by providing for the second use and development of areas of special flood hazard so as to minimize future flood blight areas;
- g) Ensure that potential buyers are notified that property is in an area of special flood hazard; and

- h) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

1.4 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- a) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- b) Requiring that uses vulnerable to floods including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- c) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- d) Controlling filling, grading, dredging, and other development which may increase flood damage; and,
- e) Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

SECTION 2.0 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

AO Zone- Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet.

AH Zone- Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Base Flood Elevations (BFEs) derived from detailed hydraulic analyses are shown in this zone.

Appeal — A request for a review of the Construction Official's interpretation of any provision of this ordinance or a request for a variance.

Area of Shallow Flooding — A designated AO or AH zone on a community's Digital Flood Insurance Rate Map (DFIRM) with a one percent annual or greater chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard — Land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. It is shown on the FIRM as Zone V, VE, V1-30, A, AO, A1-A30, AE, A99, or AH.

Base Flood — A flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) – The flood elevation shown on a published Flood Insurance Study (FIS) including the Flood Insurance Rate Map (FIRM). For zones AE, AH, AO, and A1-30 the elevation represents the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year. For zones VE and V1-30 the elevation represents the stillwater elevation (SWEL) plus wave effect (BFE = SWEL + wave effect) resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

Basement — Any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway Wall — A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or supporting foundation system.

Development — Any man made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials located within the area of special flood hazard.

Digital Flood Insurance Rate Map (DFIRM) — The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Elevated Building — A non-basement building (i) built, in the case of a building in an Area of Special Flood Hazard, to have the top of the elevated floor elevated above the base flood elevation plus freeboard by means of piling, columns (posts and piers), or shear walls parallel to the flow of the water, and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood up to the magnitude of the base flood. In an Area of Special Flood Hazard "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

Erosion — The process of the gradual wearing away of land masses.

Existing Manufactured Home Park or Subdivision — A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Flood or Flooding — A general and temporary condition of partial or complete inundation of normally dry land areas from:

- a) The overflow of inland or tidal waters and/or
- b) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Insurance Rate Map (FIRM) — The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) — The official report in which the Federal Insurance Administration has provided flood profiles, as well as the Flood Insurance Rate Map(s) and the water surface elevation of the base flood.

Floodplain Management Regulations — Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such State or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing — Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway — The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without accumulatively increasing the water surface elevation more than 0.2 foot.

Freeboard — A factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood

heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

Highest Adjacent Grade — The highest natural elevation of the ground surface prior to construction next to the proposed or existing walls of a structure.

Historic Structure — Any structure that is:

- a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c) Individually listed on a State inventory of historic places in States with historic preservation programs which have been approved by the Secretary of the Interior; or
- d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) By an approved State program as determined by the Secretary of the Interior; or
 - (2) Directly by the Secretary of the Interior in States without approved programs.

Lowest Floor — The lowest floor of the lowest enclosed area [including basement]. An unfinished or flood resistant enclosure, useable solely for the parking of vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor provided that such enclosure is not built so to render the structure in violation of other applicable non-elevation design requirements of 44 CFR Section 60.3.

Manufactured Home — A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured Home Park or Manufactured Home Subdivision — A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

New Construction — Structures for which the start of construction commenced on or after the effective date of a floodplain regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision — A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by the municipality.

Recreational Vehicle — A vehicle which is [i] built on a single chassis; [ii] 400 square feet or less when measured at the longest horizontal projections; [iii] designed to be self-propelled or permanently towable by a light duty truck; and [iv] designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Start of Construction — For other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. No. 97-348) includes substantial improvements and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site such as the pouring of a slab or footings, the installation of piles,

the construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading and filling nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings or piers, or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure — A walled and roofed building, a manufactured home, or a gas or liquid storage tank that is principally above ground.

Substantial Damage — Damage of any origin sustained by a structure whereby the cost of restoring the structure to its condition before damage would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement — Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- a) Any project for improvement of a structure to correct existing violations of State or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions; or
- b) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

Variance — A grant of relief from the requirements of this ordinance that permits construction in a manner that would otherwise be prohibited by this ordinance.

Violation — The failure of a structure or other development to be fully compliant with this ordinance. A new or substantially improved structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR §60.3(b)(5), (c)(4), (c)(10), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

SECTION 3.0 GENERAL PROVISIONS

3.1 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all areas of special flood hazards within the jurisdiction of the Borough of Hightstown, Mercer County, New Jersey.

3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard for the Borough of Hightstown, Community No. 340247, are identified and defined on the following documents prepared by the Federal Emergency Management Agency:

- a) A scientific and engineering report "Flood Insurance Study, Mercer County, New Jersey (All Jurisdictions)" dated July 20, 2016.

- b) “Flood Insurance Rate Map for Mercer County, New Jersey (All Jurisdictions)” as shown on Index and panels 0168F and 0169F, whose effective date is July 20, 2016.

The above documents are hereby adopted and declared to be a part of this ordinance. The Flood Insurance Study, maps and advisory documents are on file at the municipal offices located at 156 Bank Street, Hightstown Borough, New Jersey.

3.3 PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, re-located to, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than Two Thousand Dollars (\$2,000.00) or imprisoned for not more than ninety (90) days, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the Borough of Hightstown, from taking such other lawful action as is necessary to prevent or remedy any violation.

3.4 ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and other ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

3.5 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- a) Considered as minimum requirements;
- b) Liberally construed in favor of the governing body; and,
- c) Deemed neither to limit nor repeal any other powers granted under State statutes.

3.6 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the area of special flood hazards or uses permitted within such areas will be free from flooding or flood damages.

This ordinance shall not create liability on the part of the Borough of Hightstown, any officer or employee thereof or the Federal Insurance Administration, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION 4.0 ADMINISTRATION

4.1 ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be obtained before construction or development begins, including placement of manufactured homes, within any area of special flood hazard established in section 3.2. Application for a Development Permit shall be made on forms furnished by the Construction Official and may include, but not be limited to; plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

- a) Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures;

- b) Elevation in relation to mean sea level to which any structure has been floodproofed.
- c) Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in section 5.2-2; and,
- d) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

4.2 DESIGNATION OF THE LOCAL ADMINISTRATOR

The Construction Official is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions.

4.3 DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

Duties of the Construction Official shall include, but not be limited to:

4.3-1 PERMIT REVIEW

- a) Review all development permits to determine that the permit requirements of this ordinance have been satisfied.
- b) Review all development permits to determine that all necessary permits have been obtained from those Federal, State or local governmental agencies from which prior approval is required.
- c) Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of 5.3 a) are met.

4.3-2 USE OF OTHER BASE FLOOD AND FLOODWAY DATA

When base flood elevation and floodway data has not been provided in accordance with section 3.2, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, the Construction Official shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, in order to administer sections 5.2-1, SPECIFIC STANDARDS, RESIDENTIAL CONSTRUCTION, and 5.2-2, SPECIFIC STANDARDS, NONRESIDENTIAL CONSTRUCTION.

4.3-3 INFORMATION TO BE OBTAINED AND MAINTAINED

- a) Obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
- b) For all new or substantially improved floodproofed structures:
 - i. verify and record the actual elevation (in relation to mean sea level); and
 - ii. maintain the floodproofing certifications required in section 4.1 c).
- c) Maintain for public inspection all records pertaining to the provisions of this ordinance.

4.3-4 ALTERATION OF WATERCOURSES

- a) Notify adjacent communities and the New Jersey Department of Environmental Protection, Dam Safety and Flood Control Section and the Land Use Regulation Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.
- b) Require that maintenance is provided within the altered or relocated portion of said watercourse so the flood carrying capacity is not diminished.

4.3-5 SUBSTANTIAL DAMAGE REVIEW

- a) After an event resulting in building damages, assess the damage to structures due to flood and non-flood causes.

- b) Record and maintain the flood and non-flood damage of substantial damage structures and provide a letter of Substantial Damage Determination to the owner and the New Jersey Department of Environmental Protection, Dam Safety and Flood Control Section.
- c) Ensure substantial improvements meet the requirements of sections 5.2-1, SPECIFIC STANDARDS, RESIDENTIAL CONSTRUCTION, and 5.2-2, SPECIFIC STANDARDS, NONRESIDENTIAL CONSTRUCTION.

4.3-6 INTERPRETATION OF FIRM BOUNDARIES

Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in section 4.4.

4.4 VARIANCE PROCEDURE

4.4-1 APPEAL BOARD

- a) The Planning Board shall hear and decide appeals and requests for variances from the requirements of this ordinance.
- b) The Planning Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Construction Official in the enforcement or administration of this ordinance.
- c) Those aggrieved by the decision of the Planning Board, or any taxpayer, may appeal such decision to the Superior Court of New Jersey.
- d) In passing upon such applications, the Planning Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:
 - i. the danger that materials may be swept onto other lands to the injury of others;
 - ii. the danger to life and property due to flooding or erosion damage;
 - iii. the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - iv. the importance of the services provided by the proposed facility to the community;
 - v. the necessity to the facility of a waterfront location, where applicable;
 - vi. the availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - vii. the compatibility of the proposed use with existing and anticipated development;
 - viii. the relationship of the proposed use to the comprehensive plan and floodplain management program of that area;
 - ix. the safety of access to the property in times of flood for ordinary and emergency vehicles;
 - x. the expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and,
 - xi. the costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- e) Upon consideration of the factors of section 4.4-1 d) and the purposes of this ordinance, the Planning Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- f) The Construction Official shall maintain the records of all appeal actions, including technical information, and report any variances to the Federal Insurance Administration upon request.

4.4-2 CONDITIONS FOR VARIANCES

- a) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures

- constructed below the base flood level, providing items i.-xi. in section 4.4-1 d) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- b) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
 - c) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
 - d) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - e) Variances shall only be issued upon:
 - i. A showing of good and sufficient cause;
 - ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and,
 - iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public as identified in section 4.4- 1 d), or conflict with existing local laws or ordinances.
 - f) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

SECTION 5.0 PROVISIONS FOR FLOOD HAZARD REDUCTION

5.1 GENERAL STANDARDS

In all areas of special flood hazards, compliance with the applicable requirements of the Uniform Construction Code (N.J.A.C. 5:23) and the following standards, whichever is more restrictive, is required:

5.1-1 ANCHORING

- a) All new construction to be placed or substantially improved and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- b) All manufactured homes to be placed or substantially improved shall be anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

5.1-2 CONSTRUCTION MATERIALS AND METHODS

- a) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- b) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

5.1-3 UTILITIES

- a) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- b) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters;

- c) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding; and
- d) For all new construction and substantial improvements the electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

5.1-4 SUBDIVISION PROPOSALS

- a) All subdivision proposals and other proposed new development shall be consistent with the need to minimize flood damage;
- b) All subdivision proposals and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
- c) All subdivision proposals and other proposed new development shall have adequate drainage provided to reduce exposure to flood damage; and,
- d) Base flood elevation data shall be provided for subdivision proposals and other proposed new development which contain at least fifty (50) lots or five (5) acres (whichever is less).

5.1-5 ENCLOSURE OPENINGS

All new construction and substantial improvements having fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria: A minimum of two (2) openings in at least two exterior walls of each enclosed area, having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, or other covering or devices provided that they permit the automatic entry and exit of floodwaters.

5.2 SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data have been provided as set forth in section 3.2, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD or in section 4.3-2, USE OF OTHER BASE FLOOD DATA, the following standards are required:

5.2-1 RESIDENTIAL CONSTRUCTION

- a) New construction and substantial improvement of any residential structure located in an A or AE zone shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated at or above the base flood elevation plus one (1) foot or as required by ASCE/SEI 24-14, Table 2-1, whichever is more restrictive.
- b) Require within any AO or AH zone on the municipality's FIRM that all new construction and substantial improvement of any residential structure shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated above the depth number specified in feet plus one (1) foot, above the highest adjacent grade (at least three feet if no depth number is specified). And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

5.2-2 NONRESIDENTIAL CONSTRUCTION

- a) In an Area of Special Flood Hazard, all new construction and substantial improvement of any commercial, industrial or other nonresidential structure located in an A or AE zone shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities:

either

- a) Elevated to or above the base flood elevation plus one (1) foot or as required by ASCE/SEI 24-14, Table 2-1, whichever is more restrictive; and
- b) Require within any AO or AH zone on the municipality's DFIRM to elevate above the depth number specified in feet plus one (1) foot, above the highest adjacent grade (at least three feet if no depth number is specified). And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures;

or

- c) Be floodproofed so that below the base flood level plus one (1) foot or as required by ASCE/SEI 24-14, Table 6-1, whichever is more restrictive, the structure is watertight with walls substantially impermeable to the passage of water;
- d) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and,
- e) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of this subsection. Such certification shall be provided to the official as set forth in section 4.3-3 b) ii.

5.2-3 MANUFACTURED HOMES

- a) Manufactured homes shall be anchored in accordance with section 5.1-1 b).
- b) All manufactured homes to be placed or substantially improved within an area of special flood hazard shall:
 - i. Be consistent with the need to minimize flood damage,
 - ii. Be constructed to minimize flood damage,
 - iii. Have adequate drainage provided to reduce exposure to flood damage; and,
 - iv. Be elevated on a permanent foundation such that the top of the lowest floor is at or above the base flood elevation plus one (1) foot or as required by ASCE/SEI 24-14, Table 2-1, whichever is more restrictive.

5.3 FLOODWAYS

Located within areas of special flood hazard established in section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- a) Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless a technical evaluation demonstrates that encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- b) If section 5.3 a) is satisfied, all new construction and substantial improvements must comply with section 5.0 PROVISIONS FOR FLOOD HAZARD REDUCTION.
- c) In all areas of special flood hazard in which base flood elevation data has been provided and no floodway has been designated, the accumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the water surface elevation of the base flood more than two-tenths (0.2) of a foot at any point.

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

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

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

Introduction: June 6, 2016

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2016-18

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

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

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

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

WHEREAS, the regulations associated with the “AA Active Adult Age-Restricted Housing” Zoning District are located in Subsection 28-3-11 of the Borough Code; and

WHEREAS, at the request of the Enchantment Homeowner’s Association, the Hightstown Borough Council has agreed to modify the existing language of certain provisions currently contained within the Borough Code.

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

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

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

a. Minimum Tract Size.

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

b. Age Restrictions.

1. The use and occupancy of all dwelling units within an age-restricted housing development shall comply in all respects with the requirements of the Federal “Housing for Older Persons Act” of 1995 (“HOPA”), the Federal Fair Housing Act, and the New Jersey Fair Housing Act of 1985, as said statutes exist now or as they may be amended in the future.

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

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

3. That in the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

4. That this Ordinance shall take effect following final passage and publication in accordance with the law.

Introduced: June 6, 2016

Adopted:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

Resolution 2016-134

*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 \$99,398.88 from the following accounts:

Current		\$56,330.82
W/S Operating		26,719.06
General Capital		9,986.50
Water/Sewer Capital		0.00
Grant		0.00
Trust		2,452.00
Housing Trust		1,134.00
Animal Control		0.00
Law Enforcement Trust		0.00
Housing Rehab Loans		0.00
Unemployment Trust		0.00
Escrow		<u>2,776.50</u>
Total		<u>\$99,398.88</u>

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 20, 2016.

Margaret M. Riggio
Deputy Borough Clerk

Date: June 20, 2016

To: Mayor and Council

From: Finance Office

Re: Manual Bill List

<u>CURRENT ACCOUNT</u>	<u>DATE ISSUED</u>	<u>PO #</u>	<u>CHECK #</u>	<u>Amount</u>
SUPPLIES DEPOT LLC	6/2/2016	16-00909	24833	\$534.95
NJ Motor Vehicle Commission	6/13/2016	16-00952	24903	60.00
	TOTAL			<u><u>\$594.95</u></u>

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
B0921 BRITTON INDUSTRIES, INC													
	16-00808	05/12/16	APRIL YARD WASTE DISPOSAL										
	1 INV.	0022105-IN	- YRD WST DISP	44.50	6-01-26-311-001-168		B Yardwaste	R	05/12/16	06/14/16		0022105	N
	2 INV.	0024276-IN	- YRD WST DISP	39.38	6-01-26-311-001-168		B Yardwaste	R	05/12/16	06/14/16		0024276-IN	N
	3 INV.	0028230-IN	- YRD WST DISP	92.63	6-01-26-311-001-168		B Yardwaste	R	05/12/16	06/14/16		0028230-IN	N
	4 INV.	0032051-IN	- YRD WST DISP	92.75	6-01-26-311-001-168		B Yardwaste	R	05/12/16	06/14/16		0032051-IN	N
				<u>269.26</u>									
	Vendor Total:			269.26									
B0065 BROWNELLS, INC													
	16-00836	05/18/16	AMMO SUPPLIES										
	1 GRIP EXTENSIONS			14.48	6-01-25-240-001-117		B Ammunition & Target Practice	R	05/18/16	06/14/16		12621834	N
	2 MAGAZINE			64.34	6-01-25-240-001-117		B Ammunition & Target Practice	R	05/18/16	06/14/16			N
	3 SHIPPING & HANDLING			7.95	6-01-25-240-001-117		B Ammunition & Target Practice	R	05/18/16	06/14/16			N
				<u>86.77</u>									
	Vendor Total:			86.77									
C0396 CAVANAUGH'S, INC.													
	16-00828	05/18/16	MONTHLY PEST SERVICE										
	1 INV.	607948	- MONTHLY PEST	20.00	6-01-26-310-001-029		B Maintenance Contracts	R	05/18/16	06/14/16		607948	N
	2 INV.	607949	- MONTHLY PEST	20.00	6-01-26-310-001-029		B Maintenance Contracts	R	05/18/16	06/14/16		607949	N
				<u>40.00</u>									
	Vendor Total:			40.00									
C0058 CINTAS CORPORATION #061													
	16-00835	05/18/16	GLOVES										
	1 ITEM #8040		BLACK NITRILE	320.00	6-09-55-501-002-506		B Lab. Equipment & Supplies	R	05/18/16	06/14/16		061240894	N
	Vendor Total:			320.00									
C0023 COMCAST													
	16-00953	06/13/16	8499052430034100 413 MERCER										
	1	8499052430034100	413 MERCER	144.85	6-01-20-140-001-060		B Internet Services and Web Services	R	06/13/16	06/14/16		849905243003410	N
	Vendor Total:			144.85									

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
DRPUT005 DR PUTHENMADAM RADHAKRISHNAN												
	16-00948	06/13/16	6/6/16 CLINIC									
	1	6/6/16	CLINIC	330.00	6-01-27-330-001-031	B Contract-Professional Serv.(B)	R	06/13/16	06/14/16		6/6/16	N
	Vendor Total:			330.00								
F1043 FASTENAL INDUSTRIAL SUPPLIES												
	15-00787	05/12/15	INV #NJROB24569									
	1		INV #NJROB24569	155.15	5-09-55-501-001-535	B Hydrants and Line Repair	R	05/12/15	06/14/16		NJROB24569	N
	16-00393	03/07/16	SIGN BOLTS									
	1		INV. NJROB277058 - SIGN BOLTS	32.72	6-01-26-290-001-126	B Signs & Posts	R	03/07/16	06/14/16		NJROB27705	N
	Vendor Total:			187.87								
G0214 GARDEN STATE HIGHWAY PRODUCTS												
	16-00826	05/18/16	NO DUMPING SIGNS									
	1		SP-HIP-1218063	33.00	6-01-26-290-001-126	B Signs & Posts	R	05/18/16	06/14/16		QT049738	N
	Vendor Total:			33.00								
G1077 GEORGE S. COYNE CO., INC.												
	16-00043	01/19/16	Res2016-028 Zetag 8849 FS - S			B						
	8		INV 239629 DATED 5/10/16	2,120.77	6-09-55-501-002-544	B Zetag 8849 FS - George S. Coyne Co.,Inc.	R	01/19/16	06/14/16		239629	N
	Vendor Total:			2,120.77								
G0115 GILMARTIN, ROBERT D.												
	16-00947	06/13/16	HEALTH MEETING 6/8/16									
	1		HEALTH MEETING 6/8/16	93.00	6-01-27-330-001-039	B Recording Secty.	R	06/13/16	06/14/16		6/8/16	N
	Vendor Total:			93.00								
G0185 GRAINGER, INC.												
	16-00814	05/12/16	COOLING FANS FOR VFD PUMP									
	1		ITEM #FFB1224SHE	116.08	6-09-55-501-002-503	B Sewer Plant Maintenance	R	05/12/16	06/14/16		845998194	N
	2		DAYTON 4WT48	98.43	6-09-55-501-002-503	B Sewer Plant Maintenance	R	05/12/16	06/14/16			N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
G0185 GRAINGER, INC. Continued											
	16-00814	05/12/16	COOLING FANS FOR VFD PUMP	Continued							
	3		ITEM #TNE2C	349.10	6-09-55-501-002-503	R	05/12/16	06/14/16			N
				563.61							
			Vendor Total:	563.61							
H0161 HUNTER TECH.SOLUTIONS INC											
	16-00898	06/01/16	MONTHLY EXCHANGE HOSTING 6/16								
	1		MONTHLY EXCHANGE HOSTING	257.15	6-01-20-140-001-094	R	06/01/16	06/14/16		62261	N
			Vendor Total:	257.15							
IXPC0005 IXP CORPORATION											
	16-00821	05/18/16	INV 1603012 DATED 5/5/16								
	1		INV 1603012 APRIL DISPATCH SVC	29,167.00	6-01-25-250-001-138	R	05/18/16	06/14/16		1603012	N
			Vendor Total:	29,167.00							
J0378 J.W. KENNEDY & SON INC WELDING											
	16-00806	05/12/16	ARGON CYLINDER RENTAL								
	1		INV. 1656844 - CYLINDER RENTAL	12.00	6-01-26-290-001-050	R	05/12/16	06/14/16		1656844	N
			Vendor Total:	12.00							
J0257 JCP&L											
	16-00940	06/13/16	100051508677 MAIN STREET								
	1		100051508677 MAIN STREET	160.89	6-01-31-430-001-071	R	06/13/16	06/14/16		100051508677	N
	16-00941	06/13/16	100100104247 MAIN STREET								
	1		100100104247 MAIN STREET	102.31	6-01-31-430-001-071	R	06/13/16	06/14/16			N
	16-00942	06/13/16	MASTER ACCT 200000055315								
	1		100009294701 WESTERLEA AVE	21.61	6-09-55-501-001-504	R	06/13/16	06/14/16		100009294701	N
	2		100010292454 155 1ST AVE	38.03	6-09-55-501-001-504	R	06/13/16	06/14/16		100010292454	N
	3		100012445746 BANK STREET	4,957.86	6-09-55-501-001-504	R	06/13/16	06/14/16		100012445746	N
				5,017.50							

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	1099 Excl
J0257 JCP&L Continued											
	16-00943	06/13/16	MASTER ACCT 200000055315								
	1	100008482778	MAXWELL AVE	20.96	6-09-55-501-002-504	B Electricity	R	06/13/16	06/14/16	100008482778	N
	2	100009296102	SPRINGCREST DR	17.08	6-09-55-501-002-504	B Electricity	R	06/13/16	06/14/16	100009296102	N
	3	100012529309	OAK LANE	7,726.03	6-09-55-501-002-504	B Electricity	R	06/13/16	06/14/16	100012529309	N
				<u>7,764.07</u>							
	16-00944	06/13/16	VARIOUS ELECTRIC ACCOUNTS								
	1	100051508750	STOCKTON ST	176.11	6-01-31-430-001-071	B Electric-Borough Hall	R	06/13/16	06/14/16	100051508750	N
	2	100068401122	114 ROGERS - REAR	33.90	6-01-31-430-001-071	B Electric-Borough Hall	R	06/13/16	06/14/16	100068401122	N
	3	100072968868	ROGERS/MERCER ST	67.13	6-01-31-430-001-071	B Electric-Borough Hall	R	06/13/16	06/14/16	100072968868	N
	4	100079096689	GRANT ST PARK	3.28	6-01-31-430-001-071	B Electric-Borough Hall	R	06/13/16	06/14/16	100079096689	N
	5	100029000310	156 BANK STREET	572.03	6-01-31-430-001-071	B Electric-Borough Hall	R	06/13/16	06/14/16	100029000310	N
				<u>852.45</u>							
	Vendor Total:			13,897.22							
J0258 JCP&L (STREET LIGHTING)											
	16-00939	06/09/16	100086395041 0 STOCKTON ST								
	1	100086395041	0 STOCKTON ST	58.36	6-01-31-435-001-075	B Street Lighting	R	06/09/16	06/14/16	100086395041	N
	16-00950	06/13/16	100081608240 DATED 6/3/16								
	1	100081608240	DATED 6/3/16	40.88	6-09-55-501-001-504	B Electricity	R	06/13/16	06/14/16	100081608240	N
	16-00951	06/13/16	100059701167 WYCKOFF'S MILL WT								
	1	100059701167	WYCKOFF'S MILL WT	23.36	6-09-55-501-001-504	B Electricity	R	06/13/16	06/14/16	100059701167	N
	Vendor Total:			122.60							
K0005 KEMPTON FLAG											
	16-00805	05/12/16	US AND POW FLAGS								
	1	INV. 15108 - US/POW FLAGS		644.55	6-01-26-310-001-181	B Flags	R	05/12/16	06/14/16	15108	N
	Vendor Total:			644.55							
L0019 LAWMEN SUPPLY CO.											
	16-00759	05/06/16	FIREARM TRADE-IN								
	1	FIREARM TRADE-IN		1,210.77	6-01-25-240-001-117	B Ammunition & Target Practice	R	05/06/16	06/14/16		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
L0019 LAWREN SUPPLY CO. Continued												
	16-00759	05/06/16	FIREARM TRADE-IN			Continued						
	2		FIREARM TRADE-IN	840.00	6-01-25-240-001-117	B Ammunition & Target Practice	R	05/06/16	06/14/16			N
				370.77								
			Vendor Total:	370.77								
MARYK005 MARY KENNEDY												
	16-00924	06/08/16	COURT 5/18/16 & 5/25/16									
	1		COURT 5/18/16	80.00	6-01-20-176-000-114	B Court Assistance	R	06/08/16	06/14/16		5/18/16	N
	2		COURT 5/25/16	120.00	6-01-20-176-000-114	B Court Assistance	R	06/08/16	06/14/16		5/25/16	N
				200.00								
	16-00949	06/13/16	COURT SESSION 6/8/16									
	1		COURT SESSION 6/8/16	60.00	6-01-20-176-000-114	B Court Assistance	R	06/13/16	06/14/16		6/8/16	N
			Vendor Total:	260.00								
M0180 MCMASTER-CARR												
	16-00815	05/12/16	QUOTE #56896									
	1		ITEM #4351K84 PANEL-MOUNT	250.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	05/12/16	06/14/16		56896	N
	2		THREADED PIPE FITTING	29.52	6-09-55-501-002-503	B Sewer Plant Maintenance	R	06/02/16	06/14/16		59704747	N
	3		THREADED PIPE NIPPLE	7.30	6-09-55-501-002-503	B Sewer Plant Maintenance	R	06/02/16	06/14/16		59704747	N
	4		SHIPPING	5.50	6-09-55-501-002-503	B Sewer Plant Maintenance	R	06/02/16	06/14/16		59704747	N
				292.32								
	16-00889	06/01/16	LATCH BOLT COVER									
	1		INV. 60152252 - LATCH BOLT COV	10.29	6-01-26-310-001-024	B Building Maintenance	R	06/01/16	06/14/16		60152252	N
			Vendor Total:	302.61								
M0536 MGL PRINTING SOLUTIONS												
	16-00860	05/23/16	TAX BILLS INV# 138112									
	1		TAX BILLS - ORIGINAL	150.00	6-01-20-145-001-023	B Tax Bill/Notice Printing	R	05/23/16	06/14/16		138112	N
	2		TAX BILLS - ADVISE	75.00	6-01-20-145-001-023	B Tax Bill/Notice Printing	R	05/23/16	06/14/16		138112	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
H0140 R. DOUGLAS HOFFMAN												
	16-00925	06/08/16	COURT 5/18/16 ACTING JUDGE									
	1	COURT 5/18/16	ACTING JUDGE	250.00	6-01-20-176-000-047	B Acting Judge	R	06/08/16	06/14/16		5/18/16	N
	Vendor Total:			250.00								
R0077 ROBERTS ENGINEERING GRP LLC												
	16-00935	06/09/16	#14860-Appl. Windsor Property									
	1	#14860-Appl.	Windsor Property	402.50	WIND1601	P WINDSOR PROPERTY ASSOC., LLC	R	06/09/16	06/14/16		14860	N
	16-00936	06/09/16	#14858-Yash Auto Service, Inc.									
	1	#14858-Yash Auto Service, Inc.		75.00	YASH1306	P YASH AUTO SERVICE, INC	R	06/09/16	06/14/16		14858	N
	16-00937	06/09/16	#14859-Dorm A/construc./inspec									
	1	#14859-Dorm A/construc./inspec		1,954.00	PEDD2-14IF	P PEDDIE SCHOOL-NEW DORMS	R	06/09/16	06/14/16		14859	N
	Vendor Total:			2,431.50								
S0746 SAMZIES UNIFORMS, INC												
	16-00014	01/15/16	CLOTHING ALLOWANCE - NEW HIRE									
	1	CLOTHING ALLOWANCE - NEW HIRE		2,662.86	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	01/15/16	06/14/16		98982	N
	Vendor Total:			2,662.86								
SF001 SIX FLAGS GREAT ADVENTURE												
	16-00921	06/08/16	DAWES PARK TRIP JULY 29, 2016									
	1	GROUP HURRICANE HARBOR		1,499.50	T-12-56-286-000-823	B RES-DAWES PARK/DONATIONS	R	06/08/16	06/14/16		DAWES 7/29/16	N
	2	MEAL VOUCHER		699.50	T-12-56-286-000-823	B RES-DAWES PARK/DONATIONS	R	06/08/16	06/14/16		DAWES TRIP 7/29	N
	3	PROCESSING FEE		10.00	T-12-56-286-000-823	B RES-DAWES PARK/DONATIONS	R	06/08/16	06/14/16		DAWES 7/29/15	N
				<u>2,209.00</u>								
	Vendor Total:			2,209.00								
T0002 TAMARA L. LEE,PP,AICP,LLA,												
	16-00932	06/09/16	#15 Gen. Planning/COAH 2016									
	1	#15 Gen. Planning/COAH 2016		1,178.75	6-01-21-180-001-105	B General Planning-Consulting	R	06/09/16	06/14/16		06-339-11	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
Item Description	Amount	Charge Account	Acct Type Description								
T0002 TAMARA L. LEE,PP,AICP,LLA, Continued											
16-00932 06/09/16 #15 Gen. Planning/COAH 2016	Continued										
2 #32-Gen. Planning & Meeting	603.75	6-01-21-180-001-105	B General Planning-Consulting	R	06/09/16	06/14/16			06-339-0	N	
	1,782.50										
16-00933 06/09/16 #11 5/9/16 Yash Auto Ext. hear											
1 #11 5/9/16 Yash Auto Ext. hear	57.50	YASH1306	P YASH AUTO SERVICE, INC	R	06/09/16	06/14/16			06-341-22	N	
16-00934 06/09/16 #1-App. review Windsor Prop.											
1 #1-App. review Windsor Prop.	287.50	WIND1601	P WINDSOR PROPERTY ASSOC., LLC	R	06/09/16	06/14/16			1/06-341-28	N	
Vendor Total:	2,127.50										
T0972 TIMBERWOLF TREE SERVICE											
16-00729 05/03/16 TREE REMOVAL											
1 SPRINGCREST LIFT STATION	800.00	6-09-55-501-002-549	B MAXWELL AVE PUMPING STATION	R	05/03/16	06/14/16			462	N	
Vendor Total:	800.00										
T0LIC TREASURER STATE OF NEW JERSEY											
16-00893 06/01/16 SOLID WASTE TRANSPORTER DECAL											
1 SOLID WASTE TRANSPORTER DECAL	178.00	6-01-26-305-001-131	B License, Fees and Permits	R	06/01/16	06/14/16			160551470	N	
Vendor Total:	178.00										
T0050 TRU-STOR LLC											
16-00897 06/01/16 OFF SITE STORAGE JUNE 2016											
1 OFF SITE STORAGE JUNE 2016	249.95	6-01-20-140-001-060	B Internet Services and Web Services	R	06/01/16	06/14/16			62027	N	
Vendor Total:	249.95										
U0007 UNIVAR USA											
16-00038 01/19/16 Res.2015-61 Liq.Chlorine Sewer											
6 HB819380 DATED 5/31/16	243.00	6-09-55-501-002-526	B Chlorine-Liquid	R	01/19/16	06/14/16			HB819380	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
U0007 UNIVAR USA												
	16-00138	01/26/16	Res.2015-37 Magnes.Hydroxide S		B							
	3 INV	HB819320	DATED 5/13/16	8,157.45	6-09-55-501-002-541	B Magnesium Hydroxide (Flomag H)Univar	R	01/26/16	06/14/16		HB819320	N
	Vendor Total:			8,400.45								
U1141 US HEALTHWORKS												
	16-00768	05/06/16	DRAYTON PHYSICAL EXAM 216407NJ									
	1 DRAYTON	PHYSICAL EXAM 216407NJ		176.00	6-01-26-290-001-093	B Employee Physicals/Drug Tests	R	05/06/16	06/14/16		0216407NJ	N
	Vendor Total:			176.00								
U0013 USA BLUE BOOK												
	16-00667	04/20/16	MISC PLANT SUPPLY									
	1 ITEM #14294	PUMP REPAIR KIT		7.49	6-09-55-501-002-503	B Sewer Plant Maintenance	R	04/20/16	06/14/16		945040	N
	2 ITEM #14283	DIAPHRAM KIT		18.99	6-09-55-501-002-503	B Sewer Plant Maintenance	R	04/20/16	06/14/16		945040	N
	3 ITEM #22789	RED CHART PENS		81.90	6-09-55-501-002-503	B Sewer Plant Maintenance	R	04/20/16	06/14/16		945040	N
	4 ITEM #16607	FLAOT 20'		72.95	6-09-55-501-002-503	B Sewer Plant Maintenance	R	04/20/16	06/14/16		945040	N
	5 SHIPPING			17.78	6-09-55-501-002-503	B Sewer Plant Maintenance	R	06/02/16	06/14/16		945040	N
				<u>199.11</u>								
	16-00700	04/26/16	MISC SUPPLY									
	1 ITEM V200FP	2" FULL PORT VALVE		46.95	6-09-55-501-002-503	B Sewer Plant Maintenance	R	04/26/16	06/14/16		948594	N
	2 ITEM #73005	CHISEL NOZZLE		251.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	04/26/16	06/14/16		948594	N
	3 FREIGHT			23.89	6-09-55-501-002-503	B Sewer Plant Maintenance	R	06/13/16	06/14/16		948594	N
				<u>321.84</u>								
	Vendor Total:			520.95								
VERIZ010 VERIZON NEW JERSEY												
	16-00558	03/30/16	911 NETWORK									
	1 911 NETWORK			4,600.00	6-01-25-250-001-029	B Maintenance Contracts-Other	R	03/30/16	06/14/16		911 NETWORK	N
	Vendor Total:			4,600.00								

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
W0094 WILLIAMS SCOTSMAN INC.												
	16-00807	05/12/16	CONTAINER RENTAL									
	1 INV.	98932810	- CONTAINER	172.78	6-01-26-310-001-025	B Building Rental	R	05/12/16	06/14/16		98932810	N
	Vendor Total:			172.78								
WIREL005 WIRELESS ELECTRONICS, INC.												
	16-00834	05/18/16	MONTHLY SERVICE CONTRACT									
	1	MONTHLY SERVICE CONTRACT		415.00	6-01-25-250-001-029	B Maintenance Contracts-Other	R	05/18/16	06/14/16		M56760	N
	Vendor Total:			415.00								
<hr/>												
Total Purchase Orders:	57	Total P.O. Line Items:	109	Total List Amount:	98,803.93	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	3,350.00	0.00	3,350.00	0.00	0.00	0.00	3,350.00
	5-09	155.15	0.00	155.15	0.00	0.00	0.00	155.15
	Year Total:	3,505.15	0.00	3,505.15	0.00	0.00	0.00	3,505.15
CURRENT FUND	6-01	52,385.87	0.00	52,385.87	0.00	0.00	0.00	52,385.87
	6-09	26,563.91	0.00	26,563.91	0.00	0.00	0.00	26,563.91
	6-21	0.00	0.00	0.00	0.00	0.00	2,776.50	2,776.50
	Year Total:	78,949.78	0.00	78,949.78	0.00	0.00	2,776.50	81,726.28
GENERAL CAPITAL	C-04	9,986.50	0.00	9,986.50	0.00	0.00	0.00	9,986.50
TRUST OTHER - FUND #12	T-12	2,452.00	0.00	2,452.00	0.00	0.00	0.00	2,452.00
HOUSING TRUST FUND-RECAPTURED FUNDS	T-26	1,134.00	0.00	1,134.00	0.00	0.00	0.00	1,134.00
	Year Total:	3,586.00	0.00	3,586.00	0.00	0.00	0.00	3,586.00
Total of All Funds:		96,027.43	0.00	96,027.43	0.00	0.00	2,776.50	98,803.93

Project Description	Project No.	Rcvd Total	Held Total	Project Total
PEDDIE SCHOOL-NEW DORMS	PEDD2-14IF	1,954.00	0.00	1,954.00
WINDSOR PROPERTY ASSOC., LLC	WIND1601	690.00	0.00	690.00
YASH AUTO SERVICE, INC	YASH1306	132.50	0.00	132.50
Total of All Projects:		<u>2,776.50</u>	<u>0.00</u>	<u>2,776.50</u>

Resolution 2016-128

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

**AUTHORIZING SERVICES OF ROBBIE CONLEY ARCHITECT, LLC TO
PROVIDE PRELIMINARY ARCHITECTURAL SERVICES FOR THE
MUNICIPAL BUILDING AND POLICE FACILITIES.**

WHEREAS, the Borough has determined that it wishes to retain a professional architect to provide services related to the repair/replacement of the Borough's Municipal Building and Police Facilities (also collectively referenced as the "Borough Hall Complex"); and

WHEREAS, the Contractor has submitted a proposal to perform these services, dated May 31, 2016; and

WHEREAS, the Borough wishes to retain the Contractor to provide the necessary services; and

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

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

WHEREAS, the costs for the proposed services shall not exceed Seven Thousand Eight Hundred (\$7,800.00) plus expenses without further approval of the Governing Body; and

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

1. That the Mayor is authorized to execute and the Borough Clerk to attest an Agreement between the Borough of Hightstown and Robbie Conley Architect, LLC regarding the above-referenced professional architectural services, as set forth herein.
2. That this contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because Robbie Conley Architect, LLC is a firm whose architects are authorized by law to practice a recognized profession.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 20, 2016.

Margaret M. Riggio
Deputy Borough Clerk

The logo for Robbie Conley Architect, LLC features the letters 'R', 'C', and 'A' in a large, stylized, blue serif font. Each letter is enclosed within a square frame that contains decorative architectural drawings, such as a dome and a classical column. The word 'Robbie Conley Architect, LLC' is written in a smaller, blue, sans-serif font below the letters.

596 Glassboro Road
Woodbury Heights, New Jersey, 08097

Phone: (856) 845-7500
Fax: (856) 853-0528

May 31, 2016

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

RE: M16025
Architectural Proposal for Needs Assessment and Study

Mr. Underhill:

It is a pleasure to forward this proposal to you in order to provide professional architectural services for the Borough of Hightstown. At Robbie Conley Architect, LLC we pride ourselves in being responsive to our client's needs with complete architectural services, from preliminary planning through construction administration and follow-up.

Over the years, my firm and I have grown to become one of New Jersey's premier Public Building design specialists. I myself, have over 30 years working in Emergency Services including ten recent years as Fire Chief. In addition, I have spent many years in local government currently serving as the Mayor of the Borough of Woodbury Heights. These two facets of my experiences along with my Architectural abilities give me a unique perspective on the design of municipal and emergency service facilities.

Our expertise, in design and construction will be an asset to your project. Our substantial experience in designing Public facilities and knowledge of their operations will help make your project a success. In addition to these unique aspects of our team, we are an energetic firm whose philosophy is to listen to our clients and develop the best, most cost effective design to meet their needs. We are a small firm with the resources to deliver as well as, if not better than, larger firms.

When you choose Robbie Conley Architect, LLC for your project, you get the same people working on your project from beginning to end; meeting with your personnel, establishing your needs, designing your facility, coordinating the entire team, answering questions from your bidders, reviewing proposals, establishing a recommended contractor, assisting with contracts for construction, overseeing construction, and reviewing the closeout documents.



You will find enclosed a description of our "Scope of Services" which describes the work RCA, LLC will complete for the Borough of Hightstown, as well as our fee proposal for those services. In addition, I have included a copy of our full scope of services showing how RCA will assist you in completing your entire project.

We look forward to the challenges of this project and sincerely feel we can develop designs, which will meet your needs, be aesthetically pleasing, and be within a reasonable budget.

If you have any questions, please feel free to contact this office.

ROBBIE CONLEY, ARCHITECT



R. J. Conley, AIA
Enclosures



Fee Proposal for Current Phase:

Based on the preliminary information received, the above services will be performed as per the standard AIA Owner Architect Agreement for the following fixed fee to be billed as monthly progress payments.

Police Station

Survey and Draw Existing	\$1,500.00
Needs Assessment	\$1,000.00
Solutions / Presentation	\$1,500.00

TOTAL **\$4,000.00**

Firehouse

Survey and Draw Existing	\$ 800.00
Needs Assessment	\$ 400.00
Solutions / Presentation	\$ 800.00

TOTAL **\$2,000.00**

Municipal Building

Needs Assessment	\$ 800.00
Solutions / Presentation	\$1,000.00

TOTAL **\$1,800.00**

PROJECT TOTAL **Seven Thousand, Eight Hundred Dollars (\$7,800.00)**

All reimbursable expenses will be billed at 1.2 times the actual cost.

All fees and hourly rates will be held for a period of one year from the date of this proposal.



Hourly Rates

Principal Architect /Engineer	\$225.00
Senior Architect/Engineer	\$200.00
Project Manager/ Engineer	\$175.00
Staff Architect/ Engineer	\$150.00
Project Coordinator/Senior Designer	\$150.00
Designer	\$125.00
Technician	\$100.00
Clerical	\$ 95.00

Robbie Conley, Architect will bill monthly for fees based on a percentage of completion and including reimbursable expenses.

Signed:

Approval:

By:

By:



R.J. Conley, AIA

Dated: _____



Resolution 2016-135

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AWARDING A CONTRACT FOR ENGINEERING INSPECTION SERVICES FOR THE WELL NO. 1 REHABILITATION PROJECT AT THE ADVANCED WASTE WATER TREATMENT PLANT

WHEREAS, Hightstown Borough intends to make various improvements to the Rehabilitation of Well No. 1 at the Advanced Waste Water Treatment Plant in the Borough; and

WHEREAS, Hightstown Borough requires professional engineering services for assistance and observation during the construction phase of the project; and

WHEREAS, Hightstown Borough desires that Carmela Roberts of Roberts Engineering Group, LLC of Hamilton, New Jersey undertake these professional engineering services and;

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

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

WHEREAS, the cost for the proposed services shall not exceed \$19,500.00 without further approval of the Governing Body; and

WHEREAS, it has been determined that the value of this contract may exceed \$17,500, and therefore the contract is also subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.*; and

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

WHEREAS, Roberts Engineering Group, LLC has completed and submitted a Business Entity Disclosure Certification pursuant to the Local Unit Pay-to-Play law (specifically, at N.J.S.A. 19:44A-20.8), and has further submitted a certification that the firm is in compliance with the Borough’s own Pay-to-Play ordinance (Section 2-59 of the *Revised General Ordinances of the Borough of Hightstown*);

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

WHEREAS, funds for this project are being made available through Bond Ordinance 2016-14.

WHEREAS, the Borough Administrator and Purchasing Agent have reviewed the proposal and recommend that the contract for the engineering inspection and recommendations for payment to the contractor for the Rehabilitation of Well No. 1 at the Advanced Waste Water Treatment Plant be made to Roberts Engineering Group LLC; and

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Borough Council of the

Borough of Hightstown, in the County of Mercer and State of New Jersey, as follows:

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

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 20, 2016.

Margaret M. Riggio
Deputy Borough Clerk

**AGREEMENT
FOR
PROFESSIONAL ENGINEERING CONSTRUCTION SERVICES**

THIS AGREEMENT is made as of _____ between the BOROUGH OF HIGHTSTOWN, in the County of Mercer and State of New Jersey, having its principal office at 156 Bank Street, Hightstown, NJ 08520 (CLIENT), and **ROBERTS ENGINEERING GROUP, LLC**, having its principal office at 1670 Whitehorse-Hamilton Square Road, Hamilton, New Jersey 08690 (ENGINEER).

WHEREAS, CLIENT intends to make various improvements to the Borough's Water Treatment Plant as listed below (the "Project");

Well No. 1 Rehabilitation

WHEREAS, the CLIENT requires professional engineering services for assistance during the bidding phase of the Project, and for observation during the construction phase of the Project;

WHEREAS, the CLIENT desires that the ENGINEER undertake these professional engineering services.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, CLIENT and ENGINEER agree as follows:

SECTION 1 – BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall provide the professional services as described in this Agreement.

1.2 Bidding Phase.

During the Bidding Phase, ENGINEER shall:

1.2.1. Assist CLIENT in obtaining bids for each separate prime contract for construction, materials, equipment and services by distributing Contract Documents and Bid Documents to prospective bidders and collecting such costs, fees and deposits from prospective bidders as may be established for the use thereof.

1.2.2. Attend bid openings, assist CLIENT in evaluating bids or proposals, tabulate bids or proposals, prepare a report to CLIENT discussing the bids or proposals received and stating whether or not the process submitted therein are, in ENGINEER's opinion, appropriate for the work to be performed, and furnishing recommendations on the award of construction contracts.

1.2.3. Assist CLIENT in awarding contracts.

1.2.4. Assistance in the preparation of formal contract documents for the award of contracts.

1.3 CONSTRUCTION PHASE.

During the Construction Phase ENGINEER shall:

1.3.1 Consultation and advice to the Client during construction.

1.3.2 Preparation of elementary sketches and supplementary sketches required to resolve actual field conditions encountered.

1.3.3 Checking detailed construction drawings and shop & erection drawings submitted by contractors for compliance with design concept.

1.3.4 Reviewing laboratory, shop and mill test reports of materials and equipment.

1.3.5 Observing initial operation of the project, or of performance tests required by specifications.

1.3.6 Making a final inspection and reporting on the completed project.

1.3.7 During the first year of operation, directing the operation of the treatment works, revising the O&M Manual to reflect actual operating problems and experience, advising the applicant as to whether the treatment works is meeting the project performance standards, certifying project performance standards after one year of operation of the treatment works and undertake corrective actions, if the applicant fails to achieve compliance with the project performance standards.

1.3.8 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work of Contractor(s), and provide appropriate reports to CLIENT.

1.3.8.1 The ENGINEER's efforts will be directed toward providing a greater degree of confidence for CLIENT that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s) work in progress, supervise, direct or have control over Contractor(s) work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions of safety programs incident to the work of Contractor(s) or for site safety generally, or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work.

1.3.8.2 During such visits, and on the basis of such construction observations, ENGINEER shall endeavor to guard CLIENT against defects and deficiencies in such work and may disapprove or reject work if ENGINEER believes that such work will not produce a completed Project that

conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

- 1.3.8.3 ENGINEER shall be responsible to CLIENT for ENGINEER's negligent acts, errors or omissions in the performance of its professional engineering services. However, ENGINEER shall not be responsible for defective work of the Contractor or the failure of Contractor(s) to perform work in accordance with the requirements of the Contract Documents and shall not guarantee the work of Contractor(s).
- 1.3.8.4 No action or omission of the ENGINEER shall relieve Contractor(s) from their obligations under the Contract Documents. No action or omission by the ENGINEER shall give rise to any duty or responsibility of the ENGINEER to Contractor(s), any subcontractor, manufacturer, fabricator, supplier or distributor, or any of their agents or employees, or any other person performing any work on or for the Project.
- 1.3.9 Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which Contractor(s) are required to submit, but only for conformity with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to the means, methods, sequences, techniques or procedures of construction, to safety precautions and programs incident thereto, or to site safety, generally); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (For general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- 1.3.10 Issue all instructions of the CLIENT to Contractor(s) ; issue necessary interpretations and clarifications of the Contract Documents and, in connection therewith, review claims and prepare change orders as required; process any complaints from residents; conduct job meetings with contractors and Resident Staff; have authority, as CLIENT's representative; to require special inspection or testing of the work, with the costs of such inspection and testing to be paid by the CLIENT; act as initial interpreter of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 1.3.11 Based on the ENGINEER's construction observations and on review of applications for payment and the accompanying data schedules, recommend in writing payments to Contractor(s) in such amounts as are owing to the Contractor(s). Such recommendations of payment will constitute a representation to the CLIENT, based on such observations and review, that the work has progressed to the point indicated, that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is in general accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in ENGINEER's recommendation), and that payment of the amount recommended is due Contractor(s). ENGINEER is not required to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, nor determine that title to any of the work, materials or equipment has passed to CLIENT free and clear of any lien, claim, security interest or encumbrance.

- 1.3.12 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in general accordance with the Contract Documents and if Contractor has fulfilled his obligations thereunder, so that the ENGINEER may recommend, in writing, final payment to each Contractor and reporting to the CLIENT on project completion by issuing a Certificate of Completion. Any such recommendation and notice shall be subject to the limitations expressed in Paragraphs 1.3.1.1. through 1.3.1.4., inclusive.
- 1.3.13 Provide the services required of the ENGINEER by virtue of the General Conditions of CLIENT's Construction contract. However, nothing contained in said General Conditions shall extend the duties, responsibilities and authority of ENGINEER beyond those expressly assigned to ENGINEER under Section 1 and Section 2 of this Agreement.
- 1.3.14 ENGINEER shall not be responsible for the acts or omissions of any consultants, any Contractor(s), any subcontractor, or any of their agents or employees or any persons (except the ENGINEER's own employees and agents) at the site of otherwise performing any of the Contractor(s)' work.
- 1.3.15 Provide field control surveys necessary to establish reference points for use by Contractor for construction stake out.
- 1.3.16 ENGINEER will assist Contractor in organizing and completing the requisite Operation and Maintenance Manuals for CLIENT.
- 1.3.17 Provide for CLIENT, a set of reproducible record prints of Drawings, showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- 1.3.18 The Resident Project Representative shall assist the ENGINEER and provide more frequent observation of the work while construction is under way. The responsibilities of the Construction Observer shall be subject to the same limitations as are set forth for the ENGINEER in Sections 1.3.1.1. through 1.3.1.4, inclusive.
- 1.3.19 Technical observation of construction by a fulltime resident project engineer or representative and supporting staff, as required, who will:
1. Observe the work for compliance with the contract documents
 2. Review requests for monthly and final payments to contractors
 3. Issue certificates of completion to the Client on completed construction contracts
- 1.3.13. Review claims and change orders
- 1.3.14. Processing of complaints and releases from citizens
- 1.3.15 Job meetings with Contractors and Resident Staff

1.3.16 Environmental Inspection services by special experts related to environmental restoration work.

1.3.17 Meeting special State & Federal requirements such as:

1. Regulatory agency inspection
2. Environmental Protection
3. Requirement by C. of E. Manuals
4. Permit Enforcement
5. MBE Recruitment for construction

1.3.18 Certifying Partial & Final Payments

SECTION 2 – ADDITIONAL SERVICES OF ENGINEER

2.1. General.

If authorized in writing by CLIENT and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services which will be paid for by CLIENT as indicated in Section 5. Unless indicated to the contrary in Exhibit C, the following shall be considered as Additional Services:

- 2.1.1. Services resulting from significant changes in extent of the Project or its design and services in connection with change orders to reflect changes requested by CLIENT.
- 2.1.2. Services resulting from the award of more than one separate contract for construction, materials, equipment or services for the Project.
- 2.1.3. Providing any type of field surveys, other than the basic control surveys to enable Contractor(s) to proceed with their work; providing other special field surveys; property surveys of existing properties or negotiations or meetings with owners of property required or affected by the Project. Providing surveys, etc., which are the responsibility of the Owner to provide under Section 3.3.
- 2.1.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract beyond the completion date noted in the CLIENT's Contract Documents for construction, (4) acceleration of the progress schedule involving material services to be performed beyond normal working hours, and (5) default by Contractor(s), (6) errors caused by the design engineer.
- 2.1.5. Protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.6. Preparing to serve or serving as a consultant or witness (either expert or factual) for CLIENT in any arbitration, litigation, public hearing or other legal or administrative proceeding involving the Project, the CLIENT shall authorize proper compensation for the ENGINEER's preparing to serve and serving as such witness.

2.1.7. Services normally furnished by CLIENT or other services not otherwise provided for in this Agreement.

SECTION 3 – CLIENT'S RESPONSIBILITIES

CLIENT shall:

- 3.1. Examine all studies, reports, sketches, Construction Agreements, General Conditions, Supplementary Conditions, Bid Forms, Invitations to Bid, Instructions to Bidders, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advise of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination within a reasonable time so as not to delay the services of ENGINEER.
- 3.2. Obtain approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.3. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project and such legal services as CLIENT may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.4. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect or non-conformity in the work of any Contractor.
- 3.5. Furnish or request ENGINEER to provide necessary Additional Services as required.
- 3.6. Provide all record keeping and file reports as required in compliance with the requirements of the State of New Jersey for MBE and SED services.

SECTION 4 – PERIOD OF SERVICE

- 4.1. The provisions of the Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere inn the Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction phase.
- 4.2. After CLIENT shall commence negotiations with prospective contractors or shall advertise for bids, whichever is applicable, ENGINEER shall then proceed with performance of the services called for in the Bidding Phase. The Phase shall terminate and the services to be rendered thereunder, shall be considered complete upon commencement of the Construction Phase, or upon rejection of bids, if CLIENT is not successful in entering into a contract for construction.
- 4.3. After executive of the contract for the Project or any part thereof, ENGINEER will commence providing services under the Construction Phase. The Construction Phase will end upon written recommendation by ENGINEER of final payment on the last prime contract to be

completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

- 4.4. If there have been material modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

SECTION 5 – PAYMENTS TO ENGINEER

- 5.1. Methods of Payment for Services and Expenses of ENGINEER.

- 5.1.1. For Basic Services during the Bidding Phase and Construction Phase.

5.1.1.1. CLIENT shall pay ENGINEER for Basic Services rendered under Section 1.2, Bidding Phase, and Section 1.3., Construction Phase, on a time and materials basis under the attached Hourly Fee Schedule for the actual hours of service rendered by any employees assigned to the Project.

- 5.1.1.2. The Not to Exceed amounts of compensation for Basic Services as described under Section 1, herein, to be rendered during the Bidding Phase and Construction Phase are as follows:

\$19,500.00

5.1.1.3. These Not to Exceed amounts shall not be exceeded without the express written authorization of CLIENT. If, at any time, the ENGINEER determines that the Not to Exceed amounts will not be sufficient to complete the Construction Phase services, written notice of the same shall be given to the CLIENT, accompanied by the estimate of the additional funding necessary to complete such services, whereupon the CLIENT shall have the option of either providing the additional funds necessary for the completion of the services (in which case this Agreement shall be amended by mutual agreement to set forth the additional amounts) or reducing the further services to be provided by the ENGINEER consistent with the remaining funds in the budget (in which case this Agreement shall be amended by mutual agreement to set forth the revised scope of work). The ENGINEER shall not be responsible for any problems arising as a result of the CLIENT's reducing the services.

- 5.1.2. For Additional Services. CLIENT shall pay ENGINEER for additional Services rendered under Section 2 as follows:

5.1.2.1. For Additional Services rendered under Section 2.1 on the basis of the attached Hourly Fee Schedule, and the actual hours of services rendered by any employees to the Project.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER, the amount billed therefore times a factor of 1.10.

5.1.3. For Reimbursable Expenses. As part of the payments provided for in Paragraph 5.1.1.3 and 5.1.2, CLIENT shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with his services.

- 5.1.4. The terms ENGINEER's Hourly Fee Schedule and Reimbursable Expenses shall have the meanings assigned to them in Paragraph 5.4. hereinafter.
- 5.2. Times of Payments.
- 5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered (based upon the percentage of completion) and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly statements.
- 5.3. Other Provisions Concerning Payments.
- 5.3.1. If CLIENT fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1½ % per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until he has been paid in full all amounts due him for services and reimbursable expenses.
- 5.3.2. In the event of a termination under paragraph 6.1 of this Agreement, ENGINEER will be paid for unpaid Basic Services, Additional Services and unpaid Reimbursable Expenses, to the date of termination.
- 5.4. Definitions.
- 5.4.1 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for transportation and subsistence incidental thereto; telephone calls and telegrams; postage and delivery charges; photographic and photocopying expenses; reproduction of reports, Drawings, Specifications, and Project-related items as set forth in Exhibit F hereto.
- 5.4.2 ENGINEER's Hourly Fee Schedule. ENGINEER's Hourly Fee Schedule is the rate schedule attached hereto, which has been prepared in anticipation of the one (1) year construction contract completion period.

A copy of ENGINEER's Hourly Fee Schedule is included as Exhibit D. When payment to ENGINEER is based upon ENGINEER's Hourly Fee Schedule, the Hourly Fee Schedule and classification of the employee or employees involved which are in effect at the time the services are provided shall be the basis of determining payment.

SECTION 6 – GENERAL PROVISIONS

6.1. Termination.

This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2. Reuse of Documents.

All documents prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. CLIENT shall not reuse said documents without the express written consent of ENGINEER.

6.3. Project Records.

6.3.1. As used in this Agreement, the term, "Records", shall include – plans, reports, documents, field notes, work product, or other items generated or obtained for the Project by ENGINEER. Only original signed and sealed documents and drawings shall constitute Records. Unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.

6.3.2. Records which are instruments of service deliverable under this Agreement shall become the property of the CLIENT upon payment for all the Work. Originals of Records shall remain in the possession of the ENGINEER. The CLIENT shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to the ENGINEER, provided that the CLIENT has paid the ENGINEER for all the Work. ENGINEER shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.

6.4. Governing Law.

This Agreement is to be governed by the laws of the State where the services are to be performed.

6.5. Successors and Assigns.

6.5.1. CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.5.2. Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement (including, without limitation, moneys that may become due or moneys that are due) without the express written consent of the other, except as stated in Paragraph 6.5.1. and except to the extent that the effect of this limitation may be restricted by law unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of the services hereunder.

6.5.3. Nothing in this Agreement shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

6.6. Estimates of Construction Cost.

- 6.6.1. The construction cost of (herein referred to as "Construction Cost") means the total cost to CLIENT of those portions of the Project designed and specified by the DESIGN ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to CLIENT. Construction Cost is one of the items comprising total Project Cost.
- 6.6.2. Since ENGINEER has no control over the cost of labor, materials or equipment, or over Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of estimated Project Cost or Construction Cost will not vary from opinions of estimated cost prepared by the DESIGN ENGINEER.
- 6.6.3. In the event that the ENGINEER encounters on or under the Project Site materials reasonably believed to be hazardous, toxic or pollutant materials (including, without limitation, asbestos materials), the ENGINEER shall immediately stop working in the area affected and report the condition to the CLIENT in writing. The ENGINEER's work shall not be resumed in the area affected except by written agreement of the CLIENT and ENGINEER. The ENGINEER shall not be required to perform without consent any work relating to hazardous, toxic or pollutant materials (including, without limitation, asbestos materials).

6.7. Insurance

ENGINEER shall carry the following insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting work on the Project site. The certificates of insurance shall provide for advance notice to the CLIENT of any subsequent modification or cancellation of the coverages.

- A. Worker's Compensation Insurance with statutory coverage and \$500,000 employer's liability coverage.
- B. Commercial General Liability Insurance with aggregate limits of \$1,000,000.
- C. Automobile Liability Insurance with aggregate limits of \$500,000.
- D. Professional Liability Insurance with aggregate limits of \$1,000,000.

SECTION 7 – EXHIBITS AND SPECIAL PROVISIONS

- 7.1. The following Exhibits are attached to and made a part of this Agreement.
- 7.1.1. Exhibit A – Provisions which CLIENT agrees to insert in all Construction Contract(s) to be entered into for the Project.
- 7.1.2. Exhibit B – Mandatory Affirmative Action Clause.
- 7.1.3. Exhibit C – Americans with Disabilities (ADA) Compliance.
- 7.1.4. Exhibit D – ENGINEER's Hourly Fee Schedule.
- 7.2. This Agreement is subject to the following special provisions.
- 7.2.1. The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. ENGINEER agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.
- 7.2.2. CLIENT agrees to be responsible for having the clauses set forth in Exhibit A inserted into all Construction Contract(s) to be entered into for the Project.
- 7.2.3. Waive and Indemnification.
- 7.2.3.1. The CLIENT hereby agrees to indemnify and hold harmless ENGINEER and its subcontractors, consultants, agents, officers, directors and employees from and against any and all claims, damages, losses and expenses, whether direct, indirect, or consequential (including but not limited to – attorney's fees and court and arbitration costs), arising out of, resulting from, or alleged to have arisen out of or to have resulted from, the services or work, or the failure to perform services or work, of ENGINEER, or any claims against ENGINEER arising from the acts, omissions or work of others, **except to the extent (percentage of responsibility) that the claims, damages, losses or expenses proximately resulted from the negligent acts, errors or omissions of ENGINEER.** Such indemnification shall apply notwithstanding any joint and several liability, or strict liability of ENGINEER, but shall not apply to claims, damages, losses or expenses resulting from the sole negligence of ENGINEER if finally found by a court of competent jurisdiction to be an impermissible subject of indemnification under the applicable law, it being, the intention of the Waiver and Indemnification Agreement that the CLIENT shall indemnify ENGINEER to the fullest extent permitted by law for, liabilities arising other than from the comparative negligence of ENGINEER. Such indemnification shall not apply to claims, damages, losses or expenses which are **finally** determined to result from the gross negligence, willful misconduct, fraud, intentional tort, bad faith or criminal misconduct of ENGINEER.

- 7.2.3.2. Without limiting the generality of the foregoing, the above indemnification extends to claims against ENGINEER which arise out of or are related to, or are based upon, the actual, alleged or threatened dispersal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, wastes, solids, liquids, gases,, thermal irritants or contaminants, nuclear material, asbestos material, or any other materials, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon in or into the surface or subsurface (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.
- 7.2.3.3. In addition to an not in lieu of the above indemnification, the CLIENT does hereby waive any and all claims against ENGINEER for special, indirect or consequential damages of any nature whatsoever, arising out of or in any way related to the services or work, from any cause or causes, including bur not limited to joint and several liability or strict liability. Both the CLIENT and ENGINEER agree to waive the right to trial by jury and in any legal proceedings relating to this Agreement.
- 7.2.3.4. In the event that the indemnification undertakings of the CLIENT, or any part thereof, area determined by a court of competent jurisdiction to be invalid or unenforceable, this waiver shall be considered severable and shall remain in full force and effect.
- 7.2.3.5. Notwithstanding, anything else to the contrary herein, the liability of ENGINEER under this Agreement (whether by reason of breach of contract, tort or otherwise, including under indemnification provisions, if any) shall be limited to the total amount of payments made to ENGINEER for services rendered under this Agreement.
- 7.2.3.6. The CLIENT acknowledges that ENGINEER's agreement to the amount of compensation provided for under this Agreement has been negotiated and agreed by reason of ENGINEER's reliance on the foregoing limitation, indemnification and waiver undertakings of the CLIENT.
- 7.2.3.7. This Waiver and Indemnification Agreement is given in consideration of ENGINEER entering into this Agreement for Professional Engineering Services.

SECTION 8 – POLITICAL CONTRIBUTION DISCLOSURE

- 8.1. The within contract has been awarded to the Engineer based upon the merits and abilities of the Engineer 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 Engineer, her Firm, her Firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of her Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect the Engineer's eligibility to perform this contract, nor will the Engineer or her Firm make a reportable contribution during the term of the within contract to any political party committee in the Borough of Hightstown if a member of that political party is serving in an elective public office of the Borough of Hightstown when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Hightstown when the contract is awarded.

SECTION 9 – ENTIRE AGREEMENT

9.1 This Agreement (consisting of Pages 1 to 12, inclusive) together with the Exhibits identified in Section 7 above, constitutes the entire Agreement between CLIENT and ENGINEER and supercedes all prior written or oral undertakings. This Agreement and said Exhibits may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

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

ATTEST:

BOROUGH OF HIGHTSTOWN

Debra Sopronyi
Borough Clerk

By: _____
Lawrence D. Quattrone
Mayor

ATTEST:

ROBERTS ENGINEERING GROUP, LLC

Karen Thompson
Notary

By: _____
Carmela Roberts, P.E.
President

EXHIBIT A

PROVISIONS WHICH OWNER AGREES TO INSERT IN ALL CONSTRUCTION
CONTRACTS TO BE ENTERED INTO FOR THE PROJECT

1. No action or omission of the ENGINEER shall relieve Contractor from its obligations under the Contract Documents. No action, omission or decision by the ENGINEER shall give rise to any duty or responsibility of the ENGINEER to Contractor, any subcontractor, manufacturer, fabricator, supplier or distributor, or any of their agents or employees, or any other person performing any work on or for the Project.

2. The ENGINEER will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction. The ENGINEER will not be responsible for safety precautions or for site safety generally, incident to the work of the Contractor or its subcontractors, manufacturers, fabricators, suppliers or distributors, their agents and employs. The ENGINEER will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents. For all of these matters, the Contractor shall be solely responsible.

3. The ENGINEER shall not be responsible for the acts or omissions of the Contractor or any of its subcontractors, manufacturers, fabricators, suppliers or distributors, their agents and employs, of for any other persons at the construction site or otherwise performing any of the work under the Construction Contract.

4. Contractor shall indemnify the OWNER and the ENGINEER and their agents and employs, against all claims, liabilities, damages and costs arising out of or in any way related to the Contractor's performance of or failure to perform the Construction Contract, including but not limited to claims, liabilities, damages and costs arising from the actions or omissions of Contractor's agents and employs or those of its subcontractors, their agents and employs, and the Contractor shall name, and shall require that its subcontractors name, the OWNER and the ENGINEER as additional insureds on all policies of insurance provided in connection with the Project, including, without limitation, Builder's Risk Insurance, Comprehensive General Liability Insurance (with Contractual Liability Coverage) and Automobile Liability Insurance, but excluding the Contractor's and subcontractor' Workers' Compensation Insurance. Contractor acknowledges that the OWNER and the ENGINEER have insurable interests in the Project under the Contractor's insurance policies. Contractor shall provide Certificates of Insurance wherein the foregoing indemnification and coverages are expressly set forth, prior to the start of work.

5. Pursuant to the provisions of P.L. 1997, c. 371, the OWNER and the Contractor hereby agree with and represent to the ENGINEER that the ENGINEER shall not be made a party to any alternate dispute resolution process relating to the Construction Contract or its breach, other than non-binding mediation, the costs of which shall be borne by the OWNER and Contractor.

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: Carmela Roberts

Name & Address of Company: Roberts Engineering Group, LLC

1670 Whitehorse Hamilton Square Road, Hamilton, New Jersey 08690

EXHIBIT C

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:

DATED:

EXHIBIT D**ROBERTS ENGINEERING GROUP, LLC****Borough of Hightstown**
2015 Hourly Rate Schedule:

Principal.....	\$120.00
Sr. Professional Engineer.....	\$118.00
Professional Engineer.....	\$115.00
Sr. Staff Engineer.....	\$108.00
Staff Engineer.....	\$100.00
Designer.....	\$95.00
Sr. Design Technician.....	\$85.00
Design Technician.....	\$75.00
CAD Technician.....	\$80.00
Senior Construction Observer.....	\$80.00
Construction Observer.....	\$70.00
Technician II.....	\$65.00
Technician I.....	\$50.00

Other Expenses:

Bulk Reproduction.....	At Cost
Sub-Contracted Services.....	Cost Plus 10%

Resolution 2016-136

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

**AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE LICENSE #1104-44-002-011
HIGHTSTOWN LIQUORS & WINES, LLC**

WHEREAS, Hightstown Liquors and Wines, LLC has made application to the Borough for renewal of their Plenary Retail Distribution License #1104-44-002-011, together with the required fees; and

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

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

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

**2016-17 Plenary Retail Distribution License
License #1104-44-002-010
Fee: \$2,500.00**

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

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 20, 2016.

Margaret M. Riggio
Deputy Borough Clerk



Hightstown Police Department

415A Mercer Street

Hightstown, New Jersey 08520

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

Frank Gendron
Chief of Police

May 27, 2016

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

RE: Hightstown Liquors & Wines, LLC
License #1104-44-002-011

Dear Mayor Quattrone:

I have no objections to Hightstown Liquors & Wine, LLC. renewing their Plenary Distribution License. It is my understanding that all required documents have been furnished to and or made available to Hightstown Borough as the issuing authority.

Please feel free to contact me if I can be of further assistance.

Sincerely,

Frank Gendron
Chief of Police

Resolution 2016-137

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

**AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE LICENSE #1104-33-003-009
PALUMBO RESTAURANTS, T/A TAVERN ON THE LAKE**

WHEREAS, Palumbo Restaurants, Inc. has made application to the Borough for renewal of their Plenary Retail Consumption License #1104-33-003-009, together with the required fees; and

WHEREAS, the State of New Jersey Division of Taxation has certified, by issuance of an ABC Retail Licensee Clearance Certificate, that Palumbo Restaurants Inc. is in compliance with Chapter 161, Laws of New Jersey 1995, and that they have no objections to the renewal of this license; and

WHEREAS, the Police Department has been consulted and has no objections to renewal of this license;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Municipal Clerk is hereby authorized to issue the following Alcoholic Beverage License to Palumbo Restaurants, Inc. , doing business as Tavern on the Lake at 101-103 Main Street:

**2016-17 Plenary Retail Consumption License
License #1104-33-003-009
Fee: \$2,500.00**

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

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 20, 2016.

Margaret M. Riggio
Deputy Borough Clerk



Hightstown Police Department

415A Mercer Street

Hightstown, New Jersey 08520

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

Frank Gendron
Chief of Police

May 27, 2016

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

RE: Tavern On The Lake
License #1104-33-003-008

Dear Mayor Quattrone:

I have no objection to Tavern on the Lake (Tavern 103 LLC) renewing their Plenary Retail Distribution License. It is my understanding that all required documents have been furnished to and or made available to Hightstown Borough as the issuing authority.

Please feel free to contact me if I can be of further assistance.

Sincerely,

Frank Gendron
Chief of Police

Resolution 2016-138

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

**AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE LICENSE #1104-32-001-006
WINE DEPOT CORPORATION, T/A HEDY'S LIQUORS AND JOE CANAL'S
DISCOUNT LIQUOR OUTLET**

WHEREAS, Wine Depot Corporation has made application to the Borough for renewal of their Plenary Retail Consumption License with Broad Package Privilege License #1104-32-001-006, together with the required fees; and

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

WHEREAS, the Police Department has been consulted and has no objections to renewal of this license;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Municipal Clerk is hereby authorized to issue the following Alcoholic Beverage License to Wine Depot Corporation, doing business as Hedy's Liquors and Joe Canal's Discount Liquor Outlet at 500 Mercer Street:

**2016-17 Plenary Retail Consumption License with Broad Package Privilege
License #1104-32-001-006
Fee: \$2,500.00**

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

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 20, 2016.

Margaret M. Riggio
Deputy Borough Clerk



Hightstown Police Department

415A Mercer Street

Hightstown, New Jersey 08520

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

Frank Gendron
Chief of Police

May 27, 2016

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

**RE: Joe Canal's Discount Liquor Outlet
License #1104-32-001-008**

Dear Mayor Quattrone:

I have no objection to Wine Depot Corporation; t/a Hedy's Liquors/Joe Canals Discount Liquor Outlet renewing their Plenary Retail Distribution License. It is my understanding that all required documents have been furnished to and or made available to Hightstown Borough as the issuing authority.

Please feel free to contact me if I can be of further assistance.

Sincerely,

Frank Gendron
Chief of Police

Resolution 2016-139

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

AUTHORIZING AND SUPPORTING AN APPLICATION FOR A LOCAL ARTS PROGRAM GRANT

WHEREAS, the New Jersey State Council on the Arts, Mercer County Executive, Brian M. Hughes and the Mercer County Board of Chosen Freeholders have made funds available for support of the Arts through a State/County Block Grant Partnership for Arts Organization and County Art Agencies; and

WHEREAS, the Borough of Hightstown has established a Cultural Arts Commission for the development of artistic and cultural appreciation and expression as an important consideration in the progress and growth of our society; and

WHEREAS, the Cultural Arts Commission's pursuit through the presentation of cultural/artistic events and programs, and establishment of art installation sites and venues is declared to be a significant goal benefiting all Mercer County residents, as well as those who reside outside Mercer County; and

WHEREAS, a resolution authorizing this municipality to apply for the Local Arts Program Grant will memorialize the commitment of this municipality to the Arts, and will indicate the assent of the Mayor and Council of the Borough of Hightstown to the efforts undertaken by the Hightstown Borough Cultural Arts Commission;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Borough of Hightstown hereby endorses the submission of a Local Arts Program Grant application in support of the Hightstown Borough Cultural Arts Commission.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 20, 2016.

Margaret M. Riggio
Deputy Borough Clerk



**Mercer County Cultural and Heritage Commission
Local Arts Program Grant Application FY2017
Deadline: June 30, 2016**

Borough of Hightstown

Applicant Organization		
156 Bank Street		
Address		
Hightstown	NJ	08520-4309
City	State	Zip + four
Ann Marie Miller		Commission Chair
Primary Contact Person		Title
609-313-4541		
Daytime Phone		Fax
Kerrie Peterson		609, 977-5152
Project Director (if different from Primary Contact)		Phone
Ann Marie Miller, Commission Chair		609-448-8561
Board President or Chair		Phone

FEI (Federal Employers ID #)
Charities Registration #
CH
Municipality
cac@hightstownborough.com
E-mail address
http://www.hightstownborough.com/boards-committees/cultural-arts-commission
Website
Kpete1@verizon.net
E-mail address
Amiller667@aol.com
E-mail address

State Legislative District of Applicant (see chart in guidelines) 12 14 15 30

Applicant Discipline Code which best describes organization's overall primary area of work. 1 4

01 Dance	04 Theatre	07 Crafts	10 Literature	14 Multidisciplinary
02 Music	05 Visual Arts	08 Photography	11 Interdisciplinary	17 Presenters
03 Opera/Music Theatre	06 Design Arts	09 Media Arts	12 Folklife/Traditional Arts	

Composition of Organization 50 percent or more of the staff or board or membership (not audience): W

H Hispanic/Latino	A Asian/Pacific Islander	W White, not Hispanic
B African-American	N Native American/Alaskan Native	G General (at least half is not one race)

Applicant Organization is primarily (check one):

- Producing Organization:** prepares, creates or interprets, and performs a public performance or exhibition (e.g. theatre and dance companies, symphony orchestras, museums, chorales, literary center).
- Performing Arts Presenting Organization:** selects performing artists and companies, engages them to perform, compensates them for performance and/or services, and brings them together with audiences and communities (e.g. performing arts center, cultural events series).
- Service Organization:** provides services to the arts community (e.g. local arts council, cultural alliance, discipline specific service organization).
- Unit of Municipal Government or Educational Institution**
- Other non-profit organization:** provides non-arts-based services to the community (e.g. historical societies, community centers, cultural, ethnic or heritage-based organization).

Organization is current with its annual filings to the NJ Division of Commercial Recording	<input type="checkbox"/> Yes <input type="checkbox"/> No
Organization is current with its annual filings to the NJ Charities Registration Bureau	<input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No
Organization is current with its State of New Jersey and federal payroll tax payments	<input type="checkbox"/> Yes <input type="checkbox"/> No

Programs / Major Activities All GOS / SP Applications

Please list major public arts activities – performances, concerts, classes, readings, exhibitions, etc. for this year (FY16) and next year (FY17). It is not necessary to list every activity, and you should group them wherever possible, e.g. 9/15-30, 14 performances of THE CRUCIBLE; 10/1-31, exhibition of works by 20 Mercer County artists; Presenters should provide specific names of artists/companies presented.

Date(s)	Name of Program/Artist/Exhibit/Event	Location or Venue
PROJECTED YEAR (1/1/17 – 12/31/17)		
Ongoing	Local visual arts exhibit	118 Main St. storefront
July 2017	Town Paint Out	Byrne Café & Deli meeting space
June/July	Hightstown Theatre in the Park	Firehouse ballroom, Association Park gazebo for performances
July	Latino Festival	Rocky Brook Park
Oct 7	Hometown Harvest Fair	Main Street
Oct 27	Halloween Masquerade Ball	Firehouse ballroom
Dec TBT	Holiday event	TBT
CURRENT YEAR (1/1/16 – 12/31/16)		
3/12/16	Empty Bowls Artists Fight Hunger	VFW Post 2500
Ongoing	Pop Up Storefront Art Gallery	118 Main St. storefront
June/July	Hightstown Theatre in the Park – performances 7//29,30,31/2016	Firehouse ballroom, Association park gazebo for performances
July 30	Latino Festival	Rocky Brook Park
July TBT	Town Paint Out	Byrne Café & Deli meeting space
Oct 10	Hometown Harvest Fair	Main Street
Oct 28	Halloween Masquerade Ball	Firehouse ballroom
Dec TBT	Holiday event	TBT
Ongoing	Planning for Jazz Festival	TBT

Finance Chart #1a — Expenses

Calculate the cash expenses of the organization (GOS-operating budget), program or project (SP), and services to be provided (TA).

PERSONNEL	FY16 Current Projected (1/16—12/16)	FY17 Projected (1/17—12/17)
Administrative	\$1,500	\$1,500
Artistic		
Technical/Production		
Fringe Benefits		
OUTSIDE FEES & SERVICES		
Artistic	\$8,500	\$7,500
Other	\$ 500	\$ 800
CAPITAL EXPENDITURES <i>(not funded by MCC&HC grants)</i>		
Equipment and Acquisitions		
Maintenance and Repairs		
OTHER OPERATING EXPENSES		
Space Rental & Mortgage Payments	\$ 300	\$ 500
Marketing (includes advertising, public relations, etc.)	\$1,000	\$2,000
Travel & Transportation		
Phone & Postage		
Rentals	\$ 300	\$ 800
Supplies & Materials	\$1,000	\$2,500
Janitorial and other facility services		
Insurance		
Technical Production (non-personnel)	\$ 300	\$1,475
Repayment of Loans		
Other	\$6,634	\$3,000
TOTAL CASH EXPENSES	\$20,034	\$20,075
TOTAL CASH INCOME (Chart #2a)	\$20,034	\$20,075
Deficit or Surplus (income minus expenses)		
For Organizational Budget Only: Accumulated (Deficit)/Surplus		

Finance Chart #2a — Income

Calculate the income of the organization (GOS), program or project (SP), and services to be provided (TA) for FY17 and this year if the project has occurred in FY16.

EARNED INCOME	FY16 Current Projected (1/16–12/16)	FY17 Projected (1/17–12/17)
Admissions	\$ 5,259	\$ 1,200
Contracted Service Revenue	\$10,221	\$11,000
Other <i>(include sales and all investment income to be spent)</i>		
Subtotal Earned Income		
CONTRIBUTED INCOME		
Corporations	\$1,000	\$1,000
Foundations		
Government - <i>Other than MCC&HC</i>		
Individuals & Other Private Sources	\$2,054	\$1,875
Subtotal Contributed Income		
APPLICANT CASH <i>(include carry forward surplus, parent institution cash*, and other unearned and non-contributed income)</i>	\$1,000	\$1,500
MCC&HC REQUEST - actual award 2016 and projected 2017	\$ 500	\$3,500
SUBTOTAL CASH INCOME	\$20,034	\$20,075
NJ Cultural Trust		
TOTAL CASH INCOME	\$20,034	\$20,075

*Parent institution cash may include both any organizational line item appropriation for the project and the pro-rated value attributable to the program or project of any cash appropriated to the salary and operating accounts of the unit sponsoring the program or project.

In-Kind Match Chart

If declaring in-kind match please describe match exactly below (example: graphic artist / \$30 an hour x 4 hours = \$120)

Type of Service	Value assigned per hour	Total Amount
Pottery Bowls for Empty Bowls	50 hours \$20/hr	\$1,000

Project Checklist For Accessibility (ADA)

MUST BE COMPLETED BY ALL GRANT APPLICANT ORGANIZATIONS. Evidence of information contrary to what is presented on this Checklist could result in rescission of any grant award. See Guidelines/Glossary for further information.

This checklist covers only very basic accessibility issues and ADA (Americans with Disabilities Act) requirements for this project. A comprehensive self-assessment is recommended for an organization to better understand its full obligations under the law. A self-assessment survey tool has been developed by the Cultural Access Network of NJ and is available on the New Jersey Council on the Arts website at www.njartscouncil.org or by calling the NJSCA at 609-292-6130.

Throughout the checklist reference is made to sections of the self-assessment survey tool, where applicants can find very specific, helpful information about the various issues addressed in this checklist, such as the full facility guidelines, information on programmatic accommodations, sample non-discrimination policies, methods for training personnel, and sample grievance procedures. Most issues of compliance, such as adopting a non-discrimination policy or grievance procedure, or providing sensitivity training to personnel can be quickly and easily accomplished with the resources provided in the self-assessment survey tool.

Facilities: **Your organization is legally responsible for the facility in which you choose to present your project, regardless of whether you own it, rent it, or use it rent-free.** (SEE NJ ARTS ACCESS SELF-ASSESSMENT SURVEY – FACILITIES SECTION)

- The facility(ies) we will use for this project is(are) accessible to people with disabilities. We can assure this because:
- Our organization conducted a comprehensive survey of the facility(ies)
- A qualified architect or other professional conducted a comprehensive survey of the facility(ies)
- We have received a completed physical assessment from the venue we are renting/borrowing, which indicates the site is accessible
- Other – explain: _____
-

ADA Project Checklist — Page Two

The facility(ies) we will use for this project is not currently accessible, however we/the rented venue offer the following reasonable accommodations and we/the rented venue have an adequate ADA plan to make the facility accessible in a reasonable timeframe

Describe accommodations:

Programmatic Accommodations/Marketing:

Our organization will convey in all materials promoting the event that we will provide the following programmatic accommodations (see Glossary for information on accommodations below) (SEE ALSO SELF-ASSESSMENT SURVEY – EFFECTIVE COMMUNICATION AND PROGRAMS & SERVICES SECTIONS):

Accommodation	Check if you provide without prior request	Check if you provide upon request & indicate length of advance notice required	NA if not applicable
Assistive Listening System			N/A
Sign Interpretation		X – 2 weeks	
Audio Description			N/A
Open captioning			N/A
Tactile exhibits			N/A
Braille publications			N/A
Large Print publications	X		
Publications on audio cassette			N/A
Other:			

Has your organization budgeted to provide for programmatic and service access accommodations for this project?
(Note: You may use MCCHC Grant funds for cost of accommodations, except those related to facility renovation/construction or purchase of equipment)

Yes No. If no, please explain why budgeting is not required:

Employment:

Does your organization have a board-approved policy that states it will not discriminate against potential staff, volunteers, artists or others due to a disability in the engagement for services (SEE SELF-ASSESSMENT SURVEY – MANAGEMENT PRACTICES SECTION/EMPLOYMENT).

Yes No.

Borough of Hightstown Local Arts Program Grant Narrative

Hightstown Cultural Arts Commission – Special Project Support

The Hightstown Cultural Arts Commission completed a successful full year's slate of activities in 2015, and made several contributions to the borough's cultural life. This grant application requests \$3,500 for the Cultural Arts Commission's continued support of Hightstown Theatre in the Park, its expanded offerings, and ongoing local arts activities including participation in the annual Harvest Fair, visual art exhibits, holiday events and plans for a jazz festival.

Last summer's second Hightstown Theatre in the Park (HTIP) program provided opportunities for 19 young actors ranging in age from 11-17 to produce and perform in *The Brothers Grimm Spectaculathon*, written by Don Zolidis. The 2015 Creative Director of HTIP, Tallen Olsen, the choral and theatre director at Hightstown High School, was supported by a local college student as assistant director and 2 high school student directors. This year Jon Martin, who was Creative Director of HTIP's inaugural season, will return. This fun summer program introduces students to classic works of literature while exploring the fundamentals of theater and acting. The 5-week program will culminate in 3 performances of an adaptation of *The Odyssey*. The comic play, *The Odyssey: by Thespis and the Peloponnesian Midwest Regional Third Place Choras*, written by Will Averill, comically explores not just the adventures of Odysseus but also the fundamentals of Greek theater. Free performances are scheduled at the Gazebo in Association Park that is accessible to persons with disabilities on July 29, 30 and 31, 2016

HTIP's Executive Director is Kerrie Peterson, a Borough resident, parent, and theater professional who recruits student participants and oversees the program which grew nearly 40% after its inaugural season and reached an audience of over 500 people in 3 weekend performances. In response to popular demand, in 2016 HTIP will expand to include week long, half day camps in improvisation, musical theater and Shakespeare for students in grades 6-12, along with a two-week elementary day camp for students in grades 2-5. Total attendance for all programs is projected to be 60 students. MCCHC LAP funds will help increase production standards at Association Park and help offset costs related to program expansion.

Kyle Bussone, 14, is entering his third year in the program. "Different kids from the community get together and put on a show. You learn so much interesting stuff but you don't feel intimidated or that you have to be perfect. Everybody gets a chance. The directors really care and you can tell they like what they're doing."

Said HTIP mom, Margie Strickland, "As a parent I watch the directors work with the kids and they make it so much fun, but I can see it's really structured and the kids are learning from those games. It's so interesting to see them being so silly one minute and then really applying the lessons later in rehearsal. They're having so much fun they don't even realize they are learning so much."

"The first year we did Shakespeare and when I first saw the script it was so overwhelming to see all those words," added Kyle. "All I knew about Shakespeare was the guy with the skull. I didn't know it was funny."

Borough of Hightstown Local Arts Program Grant Narrative

Hightstown Cultural Arts Commission – Special Project Support

In May, the Hightstown Cultural Arts Commission facilitated a visit from northwest coast Tlingit master totem pole carver Nathan Jackson to students at Peddie School and Grace Norton Rogers Elementary School. Mr. Jackson demonstrated his skill with the adze, a razor sharp instrument used to carve wood for commissions some of which were made from single blocks of wood that were 40 feet tall. A National Endowment for the Arts National Heritage Fellow, Mr. Jackson also performed authentic Tlingit ceremonial dances and presented a slide show featuring many of his totem creations.

The Cultural Arts Commission had a significant presence at the Borough's annual Harvest Fair and Commissioners demonstrated pottery making, mosaic creation, yarn bombing, along with local artists who offered a portrait painting demo, and watercolor painting station for children. The Harvest Fair attracts thousands from the tri-county area each October and the Commission is currently planning participation in the October 10 event.

From November 13-21, a vacant retail space on Main Street was made available through a collaboration with Peddie School, the property owners. A pop-up gallery and exhibit called *Homegrown Hightstown*, featured the work of 12 local artists including Jonathan Shahn, Kat Liao, Barbara DiLorenzo, Adam Welch, Frank Rivera, Paul Mordetsky, Whitney Cookman, Joy Sacalis, and Juanita Yoder. Over 150 people enjoyed the weeklong exhibit and a gallery opening that offered refreshments and musical entertainment by local ukulele quartet, The Woe Nellies. The gallery was exceptionally received by the general public who wandered into the space while patronizing Main Street retail merchants. Couples remarked that they were pleased to be able to enjoy the gallery while waiting for a table at the popular nearby 12 Farms Restaurant. The neighboring salon owners were happy to steer customers over to the pop-up gallery and keep them downtown past their immediate visit. One ceramic piece was sold and the space usage was so successful that while the store remains vacant, the storefront window has become an exhibition opportunity so far featuring the work of 2 local artists, Linda Gebhard and 24 yr old Keenu Hale.

On March 12 the Hightstown Cultural Arts Commission collaborated with Rise--a community service partnership, VFW Post 5700 and 7 local restaurants to present Empty Bowls, an international program that engages participating artists to create and donate handmade bowls in which a simple meal is served to a gathering of caring community members. Commission Co-Chair and ceramic artist Adam Welch created and donated 200 original hand thrown stoneware soup bowls and restaurants offered a variety of soups and bread to feed over 150 attendees. Zorzal Duo, a vocal and instrumental duo dedicated to the performance of Spanish and Latin American music, provided musical entertainment. With sponsorships from area businesses, the Hightstown Cultural Arts Commission raised nearly \$7,500 from the Empty Bowls event to support Rise's food pantry that feeds families in need throughout Mercer County.

Current program plans that will extend into 2017 include a collaboration with the Hightstown Parks & Recreation Department to establish a jazz festival and help implement skate park elements in borough parks that also function as public art. The Cultural Arts Commission is also planning an annual Halloween masquerade ball beginning this fall (October 2016) that promotes creative costume design and references specific to Hightstown's local history. The

Borough of Hightstown Local Arts Program Grant Narrative

Hightstown Cultural Arts Commission – Special Project Support

Commission will continue to seek exhibition space and opportunities for visual artists and is planning a community paint out this summer where area residents can learn the elements of painting, taught by artist/educator/commissioner Heather Lisk, while enjoying refreshments and fellowship.

The Commission welcomes 3 new commissioners this January including local artist/educator Paul Mordetsky, Hightstown High School art teacher Heather Lisk, and student representative Genevieve Fabian. The commission presented its Public Art Master Plan at the October 2015 Borough Council meeting that provides a comprehensive policy guide for incorporating public art in the borough along with strategic goals related to cultural programming and education. The Public Art Master Plan was well received and the Commission is heartened by feedback from Borough Council members who recognize the desire and need for cultural spaces and are considering ways to include new public space for arts programs in municipal redevelopment efforts currently underway at the rug mill site.

The Commission meets monthly and has invited guest speakers like Eduardo Garcia, founding director of the West Windsor Arts Center, to discuss the center's growth from concept and mission to the successful acquisition and development of the firehouse arts center. Commissioners also conducted a walking tour of the borough seeking sites for public art placement. A monthly e-newsletter continues to promote local arts activities including Jazz on the Lake at Tavern on the Lake, open studio tours at Art Station, the work of local artists at the new Gallery 33 at Comisky's Greenhouse, and rotating exhibits at 12 Farms Restaurant. The Cultural Arts Commission also seeks to take a more active role in promoting the town's Latino Festival scheduled for July 30.

Now in its second full year of operation, the Hightstown Cultural Arts Commission has established a presence for art through a variety of activities that are continually welcomed by not only Borough residents, but those from neighboring East Windsor, Roosevelt, and Hamilton.

Release and Consent To Use of Photographs
To be used by Mercer County Cultural and Heritage Commission and/or
The New Jersey State Council on the Arts

1. Borough of Hightstown (applicant organization) is referred to as "I", and the Releasor. The County of Mercer, Mercer County Cultural and Heritage Commission, and, State of New Jersey, and New Jersey State Council on the Arts, are referred to as "You" the Releasee. The photographs which are the subject of this Release are referred to as the "Photographs" and are attached to this Release and briefly described on and attached sheet of paper.
2. **I certify** that I, Ann Marie Miller, who has supplied the Photographs to You, has the right to consent to your use of the Photographs as provided in this Release without violating the copyright, property rights or privacy rights of any person or entity. I hereby certify that I informed all persons depicted in the Photographs of their purpose, and they granted and I received permission to use their images and I will hold myself accountable, holding Mercer County Cultural and Heritage Commission harmless from any claims for damages.
3. **Release.** I release and give up any and all claims and rights which I may have against You resulting from your use, re-use, publication, and re-publication of the Photographs or reproductions thereof in color or otherwise, including any photographic image, trademark, and/or trade name depicted in the Photographs, made through any medium, and reproduced, published or distributed in whole, or in part, or composite, or distorted in character, in any and all media, now or hereafter, for illustration, promotion, advertising, trade or any other purpose whatsoever, including without limitation and claims for damages.
4. **Consent/License.** I hereby grant to You the right to copyright the Photographs in your name. Or the right to use the Photographs with appropriate copyright attribution to copyright holder. If copyright attribution varies, attach a numbered list of photographs showing the appropriate attributions. I waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other printed matter that may be used in connection with the Photographs, or the use to which you may apply them.
5. **Consideration.** I agree to waive any right to or accept whatever tangible or intangible benefit may result from your use of the Photographs. I agree that You are under no obligation to use the Photographs for any purpose whatsoever, and that I will not seek anything further including any payment from You.
6. **Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my assigns, my heirs or the executor of my estate, is also bound. This Release is made for your benefit, the benefit of your agents, and all who succeed to your rights and responsibilities, such as any county agency, state agency, or instrumentality, which is your statutory predecessor and /or successor.
7. **Signatures.** I understand and agree to the terms of this Release. I certify that all foregoing statements made by me are true. I certify that I recognize this as a legal and binding document.

Witnessed or Attested by: Releasor

<i>Ann Marie Miller for Cultural Arts Commission</i>	<i>6/14/16</i>
<i>432 Bank st., Hightstown NJ</i>	<i>08520</i>
Name	Date
Address	State Zip Code

Application Checklist

The Checklist represents an entire Application package, and the order in which the materials should be packaged. All items are required unless noted as optional or applicable only to certain Grant Types.

- One Original completed Application Form and Narrative signed in blue ink
- 10 Copies of completed Application Form (pages 1-8 of application form) - NOT STAPLED
- 10 copies of Narrative – NOT STAPLED
- Audit or financial review (required only of private nonprofits) – 1 copy
- Project Accessibility Checklist or copy of up-to-date ADA plan – 1 copy
- GOS: Long range strategic plan – 1 copy
- Support Materials – (1 set only) no more than 3 pieces (i.e. brochures, programs, articles, etc.)
- Completed return receipt confirmation for verification of receipt of mailed materials (optional)

Deadline for receipt of FY2017 Grant Application June 30, 2016

Large
Print

This application is available in Large Print.

If you are in need of any special accommodation in filing a Mercer County Cultural and Heritage Commission Local Arts Program Grant application, please contact the Office at 609-278-2712 (voice) or 609-989-6865 (TTY).

Callers with hearing or speech impairments can also use the NJ Relay Service to reach the MCC&HC and any party in the County by dialing 711.

To receive confirmation of the receipt of your Grant Application, please fill in the address below or write the name and email of the person to whom the confirmation of receipt should be sent.



Mercer County Cultural and Heritage Commission
 McDade Administration Building
 640 South Broad Street
 PO Box 8068
 Trenton, NJ 08650

Your mailed application materials have been received.

Peggy Riggio, Deputy Clerk
Borough of Hightstown
432 Bank St.
Hightstown, NJ 08520

Resolution 2016-140

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

AUTHORIZING THE PURCHASE OF ELECTRICITY SUPPLY SERVICES FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE

WHEREAS, the Borough of Hightstown has determined to move forward with the EMEX Reverse Auction in order procure electricity for the Borough of Hightstown; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) (the "Act") authorizes the purchase of electricity supply service for public use through the use of an online auction service; and

WHEREAS, the Borough of Hightstown will utilize the online auction services of EMEX, LLC, an approved vendor pursuant to the Act, waiver number EMEX LLC-1, located at www.energymarketexchange.com ; and

WHEREAS, EMEX, LLC is compensated for all services rendered through the participating supplier that a contract is awarded to; and

WHEREAS, the auction will be conducted pursuant to the Act; and be it

RESOLVED, that a certified copy of this Resolution be forwarded by the Borough of Hightstown Clerk to the following:

1. EMEX, LLC
2. New Jersey Department of Community Affairs
3. Frederick Raffetto, Borough Attorney
4. Henry Underhill, Borough Administrator

; and

FURTHER RESOLVED, that the Borough Administrator of the Borough of Hightstown is hereby authorized to execute on behalf of the Borough of Hightstown any electricity contract proffered by the participating supplier that submits the winning bid in the EMEX Reverse Auction.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 20, 2016.

Margaret M. Riggio
Deputy Borough Clerk