

Agenda
Hightstown Borough Council
Business Meeting
 July 18, 2016
 Hightstown Fire House
 6:30 PM Executive Session
 7:30 PM Business Meeting

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

Meeting called to order by Mayor Lawrence Quattrone.

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

Roll Call

Executive Session 2016-144 Authorizing a Meeting that Excludes the Public

Contract Negotiations – R. Black Global
COAH – Purchase of Credits

(action may be taken following the executive session)

Flag Salute

Approval of the Agenda

Minutes June 6, 2016 Executive Session
 June 6, 2016 Workshop Meeting
 June 20, 2016 Executive Session
 June 20, 2016 Business Meeting
 June 27, 2016 Special Executive Session
 June 27, 2016 Special Meeting

Engineer Items Walking Bridge Update

2016-145 Awarding a Contract for Engineering Inspection Services for The
Peddie Lake Dam Walking Bridge Replacement Project

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

Ordinances **2016-15 Final Reading (Tabled from the June 20, 2016 meeting. Public Hearing Closed at the June 20, 2016 meeting) - 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**

Resolutions **2016-146** Authorizing Payment of Bills

2016-147 Resolution of the Borough of Hightstown, in the County of Mercer Authorizing Execution of Redevelopment Agreement for Portion of the Rugmill Redevelopment Area

2016-148 Waiving Fees for Certain Parking Permits

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 Television and Movie Filming on Public Property

Subcommittee Reports

Mayor/Council/Administrative Reports

Adjournment

Resolution 2016-144

*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 July 18, 2016 at 6:30 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:

Contract Negotiations – RBG Hightstown LLC (The Mills at Hightstown)
COAH – Purchase of Credits

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: October 18, 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 July 18, 2016.

Margaret M. Riggio
Deputy Borough Clerk

**Meeting Minutes
Hightstown Borough Council
Workshop Meeting
June 6, 2016
7:00 p.m.**

The meeting was called to order by Mayor Quattrone at 7:00 pm and he read the Open Public Meetings Act statement which stated, "Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was sent to the *Trenton Times* and the *Windsor-Hights Herald*, and is posted in the Borough Clerk's office."

The flag salute followed Roll Call.

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

Also in attendance: Margaret (Peggy) Riggio, Deputy Borough Clerk; Henry Underhill, Borough Administrator; Fred Raffetto, Borough Attorney; Kevin McManimon, Special Counsel for Redevelopment.

EXECUTIVE SESSION

Resolution 2016-121 Authoring a Meeting that Excludes the Public

Council President Hansen moved Resolution 2016-121; Councilmember Stults seconded.

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

Resolution adopted 6-0.

Resolution 2016-121

*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 6, 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:

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

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public: September 6, 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.

Mayor Quattrone called the public meeting to order at 7:44 p.m. and again read the Open Public Meetings Statement.

The Flag Salute followed roll call.

Mr. McManimon left the meeting after Executive Session. George Lang, CFO, arrived at this time and is now present.

APPROVAL OF AGENDA

Councilmember Kurs moved the agenda for approval; Councilmember Bluth seconded.

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

Agenda approved 6-0.

APPROVAL OF MINUTES

Council President Hansen moved the May 2, 2016 Executive 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 Montferrat moved the May 2, 2016 Workshop Session Minutes for approval; Council President Hansen seconded.

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

Minutes approved 6-0.

PUBLIC COMMENT

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

Eugene Sarafin, 628 South Main Street – Commented that he liked the set up of the meeting room and thanked Council for all that they do.

Keith LeProvost, 213 Greeley Street – Commented on the No Smoking in the Park discussion. Stated that the Housing Authority has had this in place for over 2 years and it is a great success. Also questioned the price we are receiving for the sale of the old ladder truck.

Doug Mair, 536 South Main Street – Stated that he had emailed Mayor and Council and thanked those that responded to him. Asked that all comments from the public be recorded in their entirety in the minutes. Cited Paff v. Keyport Borough Council Docket # MON-L331907 NJ Superior Court, Law Division, Monmouth County, filed February 13, 2009 decision declared that minutes must be made available within 30 days or by the next meeting, whichever shall occur first. Can someone please clarify if Hightstown Borough is subject to this ruling and if so why have minutes sometimes been delayed for months.

Lynne Woods, 315 Park Avenue – Stated that it was nice to see Resolution 2016-128 (architectural services) on the agenda. Commented that the Borough has previous plans from Goldstein and she hopes that someone is reviewing them. She is interested to see the outcome of rebuilding Borough Hall since four current Council members were against the plan of rebuilding back in 2013.

Ed Difila, Municipal Policy Specialist Stonybrook Millstone Watershed – Stated that he is happy that Council is discussing the no smoking in the park ordinance and pointed out that the Borough can receive points toward Sustainable NJ if an ordinance is put into place.

Scott Caster, 12 Clover Lane – Stated that he is in favor of the Business Licensing Ordinance but asked for clarification from the attorney regarding the definition of “retail business” and asked if home based businesses would be included in the ordinance.

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

ORDINANCES

2016-14 Final Reading and Public Hearing – 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

Mayor Quattrone opened the public hearing on Ordinance 2016-14 and the following individuals spoke:

Keith LeProvost, 213 Greeley Street – Questioned how much the Borough is spending on underground pipes. Stated that the Housing Authority was having in issue with brown water, Public Works was able to make changes and clear up the problem. Underground piping needs to be dealt with; this is what residents drink. We should be investing our money this way.

Eugene Sarafin, 628 South Main Street – Stated that it would be nice for the public to have a breakdown on how the \$1.8 Million is being used.

Doug Mair, 536 South Main Street – Stated that it is confusing to follow the bond ordinances and contracts. Asked for a brief explanation of how many tanks and wells the Borough has and how often they need to be maintained.

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

Council President Hansen moved Ordinance 2016-14 for adoption; Councilmember Montferrat seconded.

Discussion ensued. It was stated that these projects were started over a year and a half ago. DEP is requiring that we change the tank from chlorine to UV. The Borough had several engineers look at the projects. The Borough has 3 wells. Well 1 is used intermittently and at the moment contains high iron levels. Well 3 is the newest and deepest of the wells. The Borough looks at replacing underground pipes when we complete roadwork. The Water Department has 2 large detention tanks. The work on the tanks are being financed by an NJEIT Grant. Both of the current contracts came in under estimate. Mr. Underhill pointed out that additional engineers were consulted for both project and that the timing of the projects are complex because of the NJEIT funding.

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

Ordinance adopted 6-0.

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.

2016-15 First Reading and Introduction – 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

Council President Hansen moved Ordinance 2016-15 for introduction; Councilmember Montferrat seconded.

Borough Attorney, Fred Raffetto, stated that the definition of Retail Business is *the sale of goods to an individual not wholesale*.

Discussion ensued. Mr. Underhill stated that the definition is broad enough to cover all businesses including home businesses. There was discussion regarding the fee and the amount of administrative work that will be involved.

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

Ordinance introduced 5-1. Public Hearing scheduled for June 20, 2016.

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.

2016-16 First Reading and Introduction – An Ordinance Amending and Supplementing Chapter 2, Entitled "Administration", Section 2-45 Entitled "Historic Preservation Commission" of the "Revised General Ordinances of the Borough of Hightstown, New Jersey" Regarding Membership

Councilmember Montferrat moved Ordinance 2016-16 for introduction; Councilmember Kurs seconded.

Mr. Underhill explained that at the moment the membership for our HPC is 7 members. They have a difficult time getting a quorum for their meetings. It was thought that if the membership was reduced to 5 members they would be able to have a quorum for more of their meetings.

Mr. Raffetto explained that according to State Statute, a Historic Preservation Commission may have 5, 7 or 9 members.

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

Ordinance introduced 6-0. Public Hearing scheduled for June 20, 2016

Mr. Raffetto advised that this ordinance should be forward to the Planning Board for approval because the State Statue for Historic Preservation Commission falls under the Municipal Land Use Law.

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.

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

Councilmember Stults moved Ordinance 2016-17 for introduction; Councilmember Montferrat seconded.

Mr. Raffetto explained that these changes were required by the DEP for the Borough to continue participation in the National Flood Insurance Program (NFIP).

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

Ordinance introduced 6-0. Public Hearing scheduled for June 20, 2016.

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 ($BF E = SWEL + \text{wave effect}$) 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.

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

Council President Hansen moved Ordinance 2016-18 for introduction; Councilmember Bluth seconded.

Mr. Raffetto advised Council that this Ordinance had already been discussed by the Planning Board. The changes made are in compliance with the State and Federal regulations. We have taken out specific restrictions to allow Enchantment flexibility while being in step with State regulations.

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

Ordinance introduced 6-0. Public Hearing scheduled for June 20, 2016. The Deputy Clerk will forward to the Planning Board for approval before adoption.

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:

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.

RESOLUTIONS

Resolution 2016-122 Authorizing Payment of Bills

Councilmember Stults requested that Purchase Order #16-00454 for George Connelly Electric be pulled from the Bill List and voted on separately.

Councilmember Kurs moved Resolution 2016-122 as amended; Council President Hansen seconded.

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

Councilmember Kurs moved P.O. #16-00454 for payment; Councilmember Bluth voted yes.

Councilmembers Bluth, Hansen, Kurs, Misiura and Montferrat voted yes; Councilmember Stults abstained.

Resolution adopted. 5-0 with 1 abstention.

Resolution 2016-122

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

AUTHORIZING PAYMENT OF BILLS

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the bills be paid on audit and approval of the Borough Administrator, the appropriate Department Head and the Treasurer in the amount of \$814,516.00 from the following accounts:

Current		\$760,470.34
W/S Operating		35,042.25
General Capital		13,795.00
Water/Sewer Capital		0.00
Grant		0.00
Trust		2,136.25
Housing Trust		2,805.96
Animal Control		88.70
Law Enforcement Trust		0.00
Housing Rehab Loans		0.00
Unemployment Trust		0.00
Escrow		<u>177.50</u>
Total		<u>\$814,516.00</u>

Resolution 2016-123 Awarding a Contract for Rehabilitation of Well No. 1 – A.C. Shultes, Inc.

Councilmember Kurs moved Resolution 2016-123; Councilmember Stults seconded.

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

Resolution adopted 6-0.

Resolution 2016-123

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

AWARDING A CONTRACT FOR REHABILITATION OF WELL NO. 1- A.C. SHULTES, INC.

WHEREAS, two (2) bids were received on May 3, 2016 for the Rehabilitation of Well No. 1 for the Advanced Wastewater Treatment Plant (AWWTP) in Hightstown Borough; and

WHEREAS, the bids have been reviewed by the Borough Engineer and it is the Engineer's recommendation that a contract for the Rehabilitation of Well No. 1 be awarded to the low bidder, A.C. Schultes, Inc., of Woodbury Heights, New Jersey at the price of \$95,240.00; and

WHEREAS, this project is funded by the New Jersey Environmental Infrastructure Trust, the award of this contract is conditional upon approval by the New Jersey Department of Environmental Protection; and,

WHEREAS, the Borough Attorney has reviewed the bid and has determined that the bid submitted by A.C. Shultes, Inc. is in order with respect to legal compliance; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the contract for the Rehabilitation of Well No. 1 for the Advanced Wastewater Treatment Plant (AWWTP) is hereby awarded to A.C. Shultes, Inc. of Woodbury Heights, New Jersey in the amount of \$95,240.00, upon approval by the New Jersey Department of Environmental Protection.

Resolution 2016-124 Awarding a Contract for Rehabilitation of Detention Tanks – G. Meyer Group, Inc.

Councilmember Bluth moved Resolution 2016-124; Councilmember Montferrat seconded.

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

Resolution adopted 6-0.

Resolution 2016-124

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

**AWARDING A CONTRACT FOR REHABILITATION OF DETENTION TANKS – G.
MEYER GROUP, INC.**

WHEREAS, five (5) bids were received on May 3, 2016 for the Rehabilitation of the Detention Tanks for the Advanced Wastewater Treatment Plant (AWWTP) in Hightstown Borough; and

WHEREAS, the bids have been reviewed by the Borough Engineer and it is the Engineer's recommendation that a contract for the Rehabilitation the Detention Tanks be awarded to the low bidder, The G. Meyer Group, Inc. of Bradley Beach, NJ at the price of \$133,804.50; and

WHEREAS, this project is funded by the New Jersey Environmental Infrastructure Trust, the award of this contract is conditional upon approval by the New Jersey Department of Environmental Protection; and,

WHEREAS, the Borough Attorney has reviewed the bid and has determined that the bid submitted by The G. Meyer Group, Inc. is in order with respect to legal compliance; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the contract for the Rehabilitation of the Detention Tanks for the Advanced Wastewater Treatment Plant (AWWTP) is hereby awarded to The G. Meyer Group, Inc. of Bradley Beach, NJ in the amount of \$133,804.50, upon approval by the New Jersey Department of Environmental Protection.

Resolution 2016-125 Authorizing the Sale of Surplus of Personal Property No Longer Needed for Public Use to Sarver Volunteer Firefighters Relief Association

Councilmember Kurs moved Resolution 2016-125; Council President seconded.

Borough Administrator, Henry Underhill, explained how we came up with the amount of \$30,000. Mr. Underhill explained that we had previously placed the fire truck in an on-line auction specifically for fire trucks. The highest bid received was for \$9,000. Council thought this was too low. Through contacts at the fire department, we found the fire company in Pennsylvania. Sarver Fire Company came to physically look at the truck and made an initial offer of \$22,000. After negotiations, the final amount agreed upon was \$30,000. Mr. Underhill went on to explain that the truck is 27 years old but is not considered an antique. The value drops significantly after 25 years.

After discussion, it was agreed upon to continue with the sale of the truck to the Sarver Volunteer Firefighters Relief Association.

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

Resolution adopted 6-0.

Resolution 2016-124

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

**AWARDING A CONTRACT FOR REHABILITATION OF DETENTION TANKS – G.
MEYER GROUP, INC.**

WHEREAS, five (5) bids were received on May 3, 2016 for the Rehabilitation of the Detention Tanks for the

Advanced Wastewater Treatment Plant (AWWTP) in Hightstown Borough; and

WHEREAS, the bids have been reviewed by the Borough Engineer and it is the Engineer's recommendation that a contract for the Rehabilitation the Detention Tanks be awarded to the low bidder, The G. Meyer Group, Inc. of Bradley Beach, NJ at the price of \$133,804.50; and

WHEREAS, this project is funded by the New Jersey Environmental Infrastructure Trust, the award of this contract is conditional upon approval by the New Jersey Department of Environmental Protection; and,

WHEREAS, the Borough Attorney has reviewed the bid and has determined that the bid submitted by The G. Meyer Group, Inc. is in order with respect to legal compliance; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the contract for the Rehabilitation of the Detention Tanks for the Advanced Wastewater Treatment Plant (AWWTP) is hereby awarded to The G. Meyer Group, Inc. of Bradley Beach, NJ in the amount of \$133,804.50, upon approval by the New Jersey Department of Environmental Protection.

Resolution 2016-126 Resolution of Compliance Regarding the 2014 Audit

Councilmember Montferrat moved Resolution 2016-126; Council President Hansen seconded.

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

Resolution adopted 6-0.

Resolution 2016-126

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

RESOLUTION OF COMPLIANCE REGARDING THE 2014 AUDIT

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2014 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of *N.J.S.* 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, at a minimum, the sections of the audit entitled:

**General Comments
Recommendations**

; and

WHEREAS, the members of the governing body have personally reviewed at a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

**General Comments
Recommendations**

as evidenced by the group affidavit form of the governing body; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five (45) days after receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the governing body have received and have familiarized themselves with at least the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid, and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the Director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Borough of Hightstown hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

Resolution 2016-127 Resolution Approving the 2014 Annual Audit Corrective Action Plan and Authorizing the Filing of Said Plan with the Division of Local Government Services

Councilmember Kurs moved Resolution 2016-127; Council President Hansen seconded.

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

Resolution adopted 6-0.

Resolution 2016-127

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

RESOLUTION APPROVING THE 2014 ANNUAL AUDIT CORRECTIVE ACTION PLAN AND AUTHORIZING THE FILING OF SAID PLAN WITH THE DIVISION OF LOCAL GOVERNMENT SERVICES

WHEREAS, the Borough of Hightstown is required, pursuant to the Single Audit Act Amendments of 1996, to prepare a Corrective Action Plan based on the findings and recommendations contained in the Annual Audit for 2014; and

WHEREAS, the Borough is required to submit a Corrective Action Plan to the Division of Local Government Services as part of the annual audit process, and to file a copy of said Plan with the Borough Clerk; and

WHEREAS, the Borough Council has received the 2014 Annual Audit – Corrective Action Plan.

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

1. That the 2014 Annual Audit – Corrective Action Plan, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.
2. That the proper Borough officials are hereby authorized and directed to file said

Corrective Action Plan with the Division of Local Government Services, and to file a copy in the Borough Clerk's office.

Resolution 2016-128 Awarding Architectural Services for Various Municipal Projects

Borough Administrator, Henry Underhill, informed Council that he received 3 proposals for preliminary architectural services for the municipal building and the police department. He had received the last proposal today so there was not enough time to thoroughly review and compare the proposals.

After discussion, it was agreed that there were still many questions and more information was needed before Council could authorize a contract.

Councilmember Bluth moved to table Resolution 2016-128; Councilmember Stults seconded.

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

Resolution tabled 6-0.

CONSENT AGENDA

Consent Agenda – Resolutions 2016-129; 2016-130; 2016-131; 2016-132

Councilmember Kurs moved Resolutions 2016-129; 2016-130; 2016-131; 2016-132 as a consent agenda; Councilmember Stults seconded.

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

Resolutions adopted 6-0.

Resolution 2016-129

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

**SUPPORTING AND AUTHORIZING A GRANT APPLICATION BETWEEN
HIGHTSTOWN BOROUGH AND THE STATE OF NEW JERSEY BY AND
FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE
FORESTRY SERVICE**

WHEREAS, the governing body of the Borough of Hightstown desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of \$3,000 to fund the 2016 Green Communities Grant, Community Forestry Management Plan; and

WHEREAS, the Hightstown Borough Council authorizes and hereby agrees to match 50% of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property is hereby certified; and

WHEREAS, 100% of the match will be made up of in-kind services; and

WHEREAS, the Grantee agrees to comply with all applicable federal, State and municipal laws, rules and regulations in its performance pursuant to the agreement.

THEREFORE, the governing body of the Borough of Hightstown resolves that Lawrence D. Quattrone or the successor to the office of Mayor is authorized to (a) make application for such a grant and (b) if awarded to execute a grant agreement with the State for a grant in an amount of not more than \$3,000, and (c) to execute any amendments thereto which do not increase the Grantee's

obligations.

Resolution 2016-130

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

**A RESOLUTION IN SUPPORT OF SENATE BILL S-2254 AND ASSEMBLY BILL A-3821 WHICH
AFFIRMS THE LEGISLATIVE INTENT OF THE FAIR HOUSING ACT**

WHEREAS, the Borough of Hightstown supports the provision of affordable housing in a reasonable, rational and achievable way, consistent with economic realities and sound planning; and

WHEREAS, pursuant to the March 2015 New Jersey Supreme Court order which transferred oversight of the Fair Housing Act (FHA) to the courts, hundreds of municipalities filed declaratory judgment actions to voluntarily comply with their State imposed affordable housing requirements; and

WHEREAS, recently the Ocean County Superior Court included a distinct “gap period” analysis retroactively over an additional 16 year period, separate and apart from the normal 10 year present and prospective need; and

WHEREAS the Fair Housing Act (FHA) and existing case law, requires that “present and prospective fair share of the housing need in a given region ... shall be computed for a 10-year period.” [N.J.S.A. 52:27D-307(c)]; and

WHEREAS, the “gap issue” arises out of COAH’s inability to promulgate third round regulations from 1999 to the present or make any final determination as to state and regional housing need, as well as constant litigation by certain groups; and

WHEREAS, any retroactive “gap” obligations could have significant and unfunded impacts on municipalities, may double count households under both present and prospective need and will likely result in forcing municipalities and their property taxpayers to subsidize development; and

WHEREAS, Senate Bill S-2254 sponsored by Senators Greenstein and Bateman and Assembly Bill A-3821, sponsored by Assemblymen DeAngelo and Benson, re-affirm the legislative intent of the Fair Housing Act so as to preclude significant, unfair impacts and instead progress toward a more rational statewide housing policy, including reasonable and achievable obligations for municipalities, facilitate municipal compliance and the provision of affordable housing.

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

1. Hightstown Borough strongly urges New Jersey Legislators to reaffirm the legislative intent of the Fair Housing Act (FHA) immediately and **clarify** that affordable housing need is the sum of present and prospective need for a ten year period.
2. Hightstown Borough supports Senate Bill S-2254 and Assembly Bill A-3821.
3. Copies of this resolution be distributed to the Governor and Lieutenant Governor, the President of the New Jersey Senate, the Speaker of the New Jersey General Assembly, the Legislative Sponsors, Senator Linda Greenstein, Assemblyman Wayne DeAngelo and Assemblyman Daniel Benson, Senator Jeff Van Drew, Senator Ronald Rice, Assemblyman Jerry Green and Assemblywoman Mila Jasey and the New Jersey League of Municipalities.

Resolution 2016-131

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

AUTHORIZING A REFUND BULK FOR GARBAGE FEE

WHEREAS, Aaron Byrne of 43 Pemberton Lane, East Windsor, New Jersey paid for six (6) bulk stickers for bulk garbage pickup scheduled for May 31, 2016 with payment in the form of cash in the amount of \$30.00; and

WHEREAS, \$30.00 was deposited into account #6-01-08-105-600; and

WHEREAS, the property for the bulk garbage pickup is not located in the Borough of Hightstown; and

WHEREAS, the Department of Public Works has requested that a refund of the \$30.00 paid for said bulk garbage stickers be issued.

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Finance Department is hereby authorized and directed to issue a refund in the amount of \$30.00 to Aaron Byrne of 43 Pemberton Lane, East Windsor, New Jersey, 08520, for bulk garbage stickers as stated herein.

Resolution 2016-131

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

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BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Finance Department is hereby authorized and directed to issue a refund in the amount of \$30.00 to Aaron Byrne of 43 Pemberton Lane,

East Windsor, New Jersey, 08520, for bulk garbage stickers as stated herein.

PUBLIC COMMENT PERIOD II

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

Scott Caster, 12 Clover Lane – Stated that although he is in favor of the business licensing ordinance because of questionable businesses and so the Borough knows who to contact in an emergency the ordinance as presented is too far reaching. There is no way to enforce it. Changes need to be made to the ordinance before it is adopted.

Eugene Sarafin, 628 South Main Street – Stated that the purpose of the business licenses should be to gather information so we need to lower the fee. He spoke regarding the Architectural Services and stated that we should not be wasting money on these services we should be taking the insurance company to court.

Doug Mair, 536 South Main Street – Thanked council for answering questions that the public asked this evening and looks forward to an answer regarding the minutes. Went on to state that he doesn't think the smoke free ordinance is a good idea. The littering ordinance should cover the cigarette butts in the stream. Continued by talking about banning prayer and the Pledge of Allegiance in schools. The symbol of our Country is great. With the discussion of the Flag Ordinance forthcoming, please provide instruction on the proper way to display the American Flag. It is a dishonor and a disgrace to those who have sacrificed so much.

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

DISCUSSION

No Smoking in Hightstown Parks

There has been discussion regarding banning smoking in Hightstown Parks.

Councilmember Kurs – Stated that he is on the fence regarding this ordinance. Smoking is already prohibited in buildings. Commented that the littering laws could be enforced to prevent the cigarette butt issue. Ended by stating that government should not overreach their authority.

Councilmember Stults – Stated that he agrees with Councilmember Stults.

Councilmember Bluth – As a smoker she has mixed feelings on this ordinance. She doesn't think we should move forward on an ordinance.

Councilmember Montferrat – Stated that this is a public health issue. Second hand smoke makes people prone to heart disease, stroke and lung cancer. From a public health perspective, we should introduce an ordinance.

Councilmember Misiura – Stated that he is in favor of this ordinance. You can enjoy your rights until they start to infringe on the rights of others.

Council President Hansen – Stated that she is in favor of this ordinance. Most of what is happening in the parks are healthy activities and people are not smoking much there anyway.

Mayor Quattrone – Stated that we would need receptacles for the cigarette butts. He also pointed out that our parks do not have specified entrances so placement of signage would need to be considered.

After further discussion it was decided this will be a discussion item on the July 18, 2016 agenda. Health Officer, Jill Swanson, will be contacted to bring forward sample ordinances and additional information.

Proposed Changes to the Flag Ordinance from the Planning Board

The Planning Board forwarded an ordinance amending flags in the business district. The proposed changes would ban businesses from having commercial flags.

Discussion ensued. It was stated that the purpose of this ordinance was to try and eliminate the clutter of a business having an A-Frame Sign, a Projection Sign and a Flag. Let a business flag be one option. Councilmember Stults will speak with Construction Official, George Chin, on revising this ordinance before it comes back to Council or brought to the Planning Board.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Bluth

Parks & Recreation – Work is moving forward on the Triathlon schedule for 9/11/16. There are Yoga and Pilates events planned for Association Park. Their next meeting is next Thursday.

Cultural Arts Commission – They are planning a Halloween fundraiser. More information to follow.

Councilmember Montferat

Board of Health – Their next meeting is Wednesday. He will bring Council's concerns regarding the Smoke Free Parks ordinance.

Historic Preservation Commission – Amending the ordinance will help with making a quorum for meetings. They are still looking for members if anyone is interested.

Councilmember Misiura

Fire Department – Will meet later this week.

Planning Board – Meets again next Monday.

Councilmember Stults

Downtown Hightstown – Will meet again next week.

Councilmember Kurs

Memorial Day Parade – Thanked all the volunteers for a wonderful event. There was a reduction in participation due to the rain. Reminded everyone that tomorrow is Primary Day and that all districts vote here at the Firehouse.

Council President Hansen

No comments.

Borough Administrator, Henry Underhill

Walking Bridge – Carmela Roberts, Borough Engineer, received a call from the DOT after a newspaper article regarding the Walking Bridge was published. DOT wanted to schedule a meeting. After some discussion, it was

decided that Mr. Underhill will make arrangements for a meeting at the DOT office in Trenton. This meeting will include Carmela Roberts, Henry Underhill, Mayor Quattrone, Council President Hansen and Councilmember Montferrat.

George Lang, CFO

Discussed the sale of Bond Anticipation Notes.

Fred Raffetto, Borough Attorney

Addressed Mr. Mair's question regarding minutes. In regard to Paff v. Keyport the literal words of the Open Public Meetings Act state the minutes shall be promptly available to the public. The case that Mr. Mair referred to is only binding inside of Monmouth County, but he will do more research to see how it would pertain to Hightstown.

Peggy Riggio, Deputy Borough Clerk

Primary Day – Reminded everyone that tomorrow is Primary Day in New Jersey. Polls are open from 6 a.m. – 8 p.m. All district polling places are located here at the Fire House Hall.

Debra Sopronyi – Informed everyone that Debbie had her knee replacement surgery earlier in the day and that the surgery went well.

Minutes – Minutes are to be reasonably comprehensible and should show what was done at a meeting not what was said. They should be made available promptly after a meeting. The Council Meeting minutes are almost always approved within one month from the meeting, most of the time within two weeks (the next meeting). Once approved they are immediately posted to the website for the public.

Mayor Quattrone

Memorial Day Parade – Thanked everyone for all their help. Always looking for volunteers for next year. Out of 38 units registered 24 showed up to march. Because of the weather there was confusion as to whether or not the parade was on.

Downtown Business Meeting – Next business meeting is scheduled for June 13th at OPG Architects.

ADJOURNMENT

Council President Hansen motioned to adjourn at 9:34 p.m. Councilmember Montferrat seconded. All ayes.

Respectfully Submitted,

Margaret M. Riggio

Deputy Borough Clerk

**Meeting Minutes
Hightstown Borough Council
Business Meeting
June 20, 2016
7:00 p.m.**

The meeting was called to order by Mayor Quattrone at 7:00 pm and he read the Open Public Meetings Act statement which stated, "Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was sent to the *Trenton Times* and the *Windsor-Hights Herald*, and is posted in the Borough Clerk's office."

The flag salute followed Roll Call.

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

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

EXECUTIVE SESSION

Resolution 2016-133 Authoring a Meeting that Excludes the Public

Council President Montferrat moved Resolution 2016-133; Councilmember Bluth seconded.

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

Resolution adopted 4-0.

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.

Mayor Quattrone called the public meeting to order at 7:32 p.m. and again read the Open Public Meetings Statement. George Lang, CFO arrived at this time and is now present.

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Mayor Quattrone asked for the Agenda to be amended adding Resolution 2016-141 Appointing Police Sergeant Stephensen and Resolution 2016-142 Appointing Police Sergeant Jimenez. Councilmember Montferrat moved the agenda as amended for approval; Councilmember Kurs seconded.

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

Agenda approved as amended 4-0.

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

Resolution adopted 4-0.

APPROVAL OF MINUTES

Councilmember Kurs moved the May 16, 2016 Business Meeting Minutes for approval, Councilmember Stults seconded.

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

Minutes approved 4-0.

Resolution 2016-141 Appointing a Police Sergeant – Officer Ronald Stephensen

Councilmember Kurs moved Resolution 2016-141; Councilmember Stults seconded.

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

Resolution adopted 4-0.

Resolution 2016-141

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

APPOINTING A POLICE SERGEANT – OFFICER RONALD STEPHENSEN

WHEREAS, to maintain the proper and efficient conduct of all police functions it is necessary to appoint an additional Sergeant; and

WHEREAS, a test was administered in accordance with policy and it was found that Officer Ronald Stephensen meets all of the qualifications of a promotion to Police Sergeant; and

WHEREAS, Officer Stephensen will be required to fulfill a six month probationary period in the title of Sergeant; and

WHEREAS, Frank Gendron, Police Chief, has recommended that Officer Ronald Stephensen assume the duties and salary of Sergeant effective immediately to establish both a clear chain of command and full compliance with all legal obligations of the Hightstown Police Department.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Hightstown, that Officer Ronald Stephensen is hereby appointed as Sergeant for the Borough of Hightstown Police Department effective Tuesday, June 21, 2016.

Resolution 2016-142 Appointing a Police Sergeant – Detective Francisco Jimenez

Councilmember Kurs moved Resolution 2016-142; Councilmember Bluth seconded.

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

Resolution adopted 4-0.

Resolution 2016-142

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

APPOINTING A POLICE SERGEANT – DETECTIVE FRANCISCO JIMENEZ

WHEREAS, to maintain the proper and efficient conduct of all police functions it is necessary to appoint an additional Sergeant; and

WHEREAS, a test was administered in accordance with policy and it was found that Detective Francisco Jimenez meets all of the qualifications of a promotion to Police Sergeant; and

WHEREAS, Detective Jimenez will be required to fulfill a six month probationary period in the title of Sergeant; and

WHEREAS, Frank Gendron, Police Chief, has recommended that Detective Francisco Jimenez assume the duties and salary of Sergeant effective immediately to establish both a clear chain of command and full compliance with all legal obligations of the Hightstown Police Department.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Hightstown, that Detective Francisco Jimenez is hereby appointed as Sergeant for the Borough of Hightstown Police Department effective Tuesday, June 21, 2016.

At this time, Police Chief Frank Gendron left the meeting.

PUBLIC COMMENT

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

Scott Caster, 12 Clover Lane – Spoke regarding the Business Licensing Ordinance. The definition of retail is *to sell something to customers for their own use*. He stated that there are too many businesses in Hightstown to license. It will be too much to cover all business. What if they are not a “qualified” business? We need a business registration, not a license.

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

ORDINANCES

2016-15 Final Reading and Public Hearing – 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.

Mayor Quattrone opened the Public Hearing on Ordinance 2016-15 and the following individuals spoke:

Scott Caster, 12 Clover Lane – At the last business owner’s meeting, this was not brought up. None of the business owners are aware that this is happening. If you adopt this now, people will be upset. He cares about the downtown businesses. He feels this is being rushed and is inappropriate to adopt at this time.

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

Councilmember Kurs moved Ordinance 2016-15 for adoption; Councilmember Bluth seconded.

Councilmember Stults stated that he thought that the ordinance, as written, was too far reaching and that this should be tabled until changes could be made. This should be to find out who’s doing business downtown, not to approve the business. The ordinance seems counterintuitive, we want businesses to cooperate. A registration seems more appropriate than a licensing.

Mayor Quattrone commented that the reason the ordinance was written as licensing was so the Borough would have control over pulling the license if there was a tax or environmental issue.

Councilmember Bluth stated that she agreed with Mr. Stults. We are a small municipality and the licensing is not what we are trying to accomplish.

Councilmember Montferrat stated that the added cost to the business and to the administration of the licensing is not good.

Councilmember Kurs stated that he is not opposed to the ordinance as written but does not want to rush anything. He is ok with tabling the adoption of this ordinance.

Councilmember Kurs moved to table Ordinance 2016-15; Councilmember Stults seconded.

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

Ordinance tabled 4-0.

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. Any previous revocation or suspension and the reasons there for.
2. Statement that applicant is not violating the Zoning Regulations of the Borough. If applicant occupies a nonconforming use, proof of date of occupancy and operation must be given.
3. Statement that applicant is not in default under the provisions of this Chapter, and is not indebted or obligated to the Borough; and, if the applicant is the owner of the property, a statement that the property taxes have been paid through the preceding quarter and that there are no unpaid assessments against the property.
4. Such other facts relative to the general personal history of the applicant, or its officers and managers if the applicant is not an individual, so as to enable the Borough license officer to make a fair determination of the eligibility of the applicant.
5. Name of person to whom license will be issued and his/her residence address. If applicant is not an individual, then the names, positions and residence addresses of all officers and managers of the applicant.
6. The premises at which the business is to be carried on and the name and address of the owner of the premises.
7. Where applicable, if the applicant does not reside or have its principal business office in the Borough, the name and address of the agent of the applicant located in the Borough, who is authorized to accept service of process, summonses, any notices or orders in connection with the issuance of and operation under any license issued under this section on behalf of the applicant, and to comply with same on behalf of the applicant.
8. Where applicable, a floor plan of the premises to be licensed designating the number of occupants permitted in each room for sleeping purposes.
9. 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.

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)	\$60.00 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).
- c. Home occupations that comply with definition included in 28:10.6 of zoning regulations.

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.

2016-16 Final Reading and Public Hearing – An Ordinance Amending and Supplementing Chapter 2, Entitled “Administration”, Section 2045, Entitled “Historic Preservation Commission”, Subsection 2-45.3, Entitled “Establishing of the Historic Preservation Commission” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey” Regarding Membership

Mayor Quattrone opened the Public Hearing on Ordinance 2016-16 and the following individuals spoke:

Scott Caster, 12 Clover Lane – Stated that he supports this ordinance but regrets that we cannot get people to serve. Asked Council what can be done to get people involved?

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

Councilmember Kurs moved Ordinance 2016-16 for adoption; Councilmember Montferrat seconded.

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

Ordinance adopted 4-0.

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.

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.”

Mayor Quattrone opened the Public Hearing on Ordinance 2016-17 and the following individuals spoke:

Seeing no one coming forward, Mayor Quattrone closed the public hearing.

Councilmember Montferrat moved Ordinance 2016-17 for adoption; Councilmember Stults seconded.

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

Ordinance adopted 4-0.

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 ($BFE = SWEL + \text{wave effect}$) 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.

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 Maps,” of Chapter 28, “Zoning,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey.”

Mayor Quattrone opened the Public Hearing on Ordinance 2016-18 and the following individuals spoke:

Seeing no one coming forward, Mayor Quattrone closed the public hearing.

Councilmember Stults move Ordinance 2016-18 for adoption; Councilmember Montferrat seconded.

Roll Call Vote: Councilmembers Bluth, Montferrat and Stults voted yes; Councilmember Kurs voted no.

Ordinance adopted 3-1.

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

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

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

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

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

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

RESOLUTIONS

Resolution 2016-134 Authorizing Payment of Bills

Councilmember Kurs moved Resolution 2016-134; Councilmember Stults seconded.

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

Resolution adopted 4-0.

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>

Resolution 2016-128 Authorizing Services of Robbie Conley Architect, LLC to Provide Preliminary Architectural Services for the Municipal Building and Police Facilities

Councilmember Stults moved Resolution 2016-128; Councilmember Montferrat seconded.

Mr. Underhill explained that Robbie Conley Architect has experience with Fire and Police buildings. He met with them and they understand what we need. They will give us several preliminary drawings along with cost estimates to submit for insurance.

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

Resolution adopted 4-0.

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.

Resolution 2016-135 Awarding a Contract for Engineering Inspection Services for the Well No. 1 Rehabilitation Project at the Water Treatment Plant

Councilmember Kurs moved Resolution 2016-128; Councilmember Montferrat seconded.

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

Resolution adopted 4-0.

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 WATER TREATMENT
PLANT**

WHEREAS, Hightstown Borough intends to make various improvements to the Rehabilitation of Well No. 1 at the 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 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.

CONSENT AGENDA

Consent Agenda – Resolutions 2016-136; 2016-137; 2016-138; 2016-139; 2016-140

Councilmember Montferrat moved Resolutions 2016-136; 2016-137; 2016-138; 2016-139; 2016-140 as a consent agenda; Councilmember Kurs seconded.

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

Resolutions adopted 4-0.

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.

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.

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.

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.

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.

PUBLIC COMMENT PERIOD II

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

Scott Caster, 12 Clover Lane – Thanked Council for tabling the Licensing Ordinance. He invited Mayor Quattrone to walk through the downtown businesses and introduce himself to the owners. The purpose of the ordinance shouldn't be to license but to register to get contact information for emergencies and to keep communication open. We need to work together to make Hightstown better.

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

SUBCOMMITTEE

The Mills at Hightstown – RBG

There is a Special Meeting scheduled for June 27th. Council will be entering into Executive Session at 6:30 pm

and entering into Open Session at 7:30 pm. During the Open Session, RBG will be presenting a revised concept plan for the Rug Mill Site. No action will be taken at that special meeting.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Bluth

Parks & Recreation – Farmer’s Market will begin June 23rd and will continue every Thursday evening from 5 pm – 8 pm until September 15th.

Triathlon – Will be Sunday, September 11th.

Cultural Arts Commission – Is planning a fundraiser scheduled for the Saturday before Halloween.

Councilmember Montferrat

Harvest Fair – Committee is scheduled to meet tomorrow night.

Historic Preservation Commission – Last meeting was cancelled, nothing was on the agenda.

Board of Health – Discussed the Smoke Free Parks Ordinance at length.

Councilmember Kurs

Sergeants Promotions – The process consisted of written test and interview. He is very happy with the process and the results and welcomes our two new Sergeants.

Councilmember Stults

Downtown Businesses – He and the Mayor had another meeting with the business owners and had a better turnout. They would like to continue this meeting once a month.

Downtown Hightstown – They have retained an individual that will handle promotions for Downtown. This person is trying to come up with a discount program with the downtown restaurants for lunch discounts. The purpose is to get people downtown.

Construction Department – George Chin will work on the Flag Ordinance. Dave Bell is continuing working on inspections and rental registration. He is also working with the Health Department with pool violations.

Henry Underhill, Business Administrator

Etra Road – The County will begin pavement and drainage work on July 5th. The Police Department will have been in contact with the Peddie School to ensure traffic flow during the work.

Mayor Quattrone

Downtown Business Meeting – Would like to keep this as a monthly meeting. They are working on trying to find the best time for everyone to make this meeting the most productive it could be.

RBG Redevelopment – Things on this keep changing but it is moving in the right direction.

ADJOURNMENT

Councilmember Kurs motioned to adjourn at 8:28 p.m. Councilmember Stults seconded. All ayes.

Respectfully Submitted,

Margaret M. Riggio
Deputy Borough Clerk

**Meeting Minutes
Hightstown Borough Council
Special Meeting
June 27, 2016
6:30 p.m.**

The meeting was called to order by Mayor Quattrone at 6:30 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; Fred Raffetto, Borough Attorney; Carmela Roberts, Borough Engineer; Tamara Lee, Borough Planner and Kevin McManimon, Special Counsel - Redevelopment

EXECUTIVE SESSION

Resolution 2016-143 Authoring a Meeting that Excludes the Public

Council President Hansen moved Resolution 2016-143; Councilmember Stults seconded.

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

Resolution adopted 5-0.

Resolution 2016-143

*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 special meeting on June 27, 2016 at 6:30 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:

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

Stated as precisely as presently possible the following is the time when and the circumstances under which the

discussion conducted at said meeting can be disclosed to the public: September 27, 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.

Mayor Quattrone called the public meeting to order at 7:32 p.m. and again read the Open Public Meetings Statement.

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Councilmember Stults moved the agenda for approval; Councilmember Montferrat seconded.

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

Agenda approved 5-0.

Mayor Quattrone explained that changes have been made to R. Black Global's original concept plan. And they are here tonight to present the new plan.

Councilmember Misiura introduced Kevin McManimon, Special Counsel for Redevelopment and Chris Otteau of Otteau Valuation Group.

Mr. Misiura explained that changes have been made to the concept plan and Council wanted the public updated before the Borough enters into the Redevelopment Agreement. R. Black Global has changed architects. The new architect working on the project is Studio Hillier. He introduced Bob Hillier to present the updated concept plan.

PRESENTATION – STUDIO HILLIER

Mr. Hillier stated that the plane originally presented by LRK has not been upset very much. He explained that the Firehouse will be staying, the old Municipal Building will be torn down and a new structure will be built there and the Historic Society will be staying. There will be a new structure built on Bank Street. The common area plaza will contain a fountain. The Bank Street building will contain retail space, underground parking and two stories of apartments. There will be a nature walk along the creek. The plaza will lead down to the nature walk and there will be a public park. There is talk about making Bank Street one way from North Academy and two way from Mechanic to Main. The boiler house that is presently on the property will be torn down and rebuilt. All of the mechanical equipment (i.e. air conditioners; etc) will be situated on the roof tops. The underground parking will have plenty of natural light. Mr. Hillier finished by stating that this is just a concept plan and he has on been on the project for about 1 month.

Mr. Misiura states that the unit count and the parking space count has not changed from the original concept plan. There is still no pilot program or tax abatement. The major change from the original concept plan is that there will be no parking deck and there will be no new firehouse.

PUBLIC COMMENT

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

JP Gibbons, 602 North Main Street – Stated that there are major changes in this plan. There is no parking garage; the retail building on Bank Street was supposed to be new municipal offices, a new police station and a new firehouse. Questioned why we are putting underground parking in a flood zone if we cannot build Borough Hall there. Expressed concern about making Bank Street one way. Stated that the Fire Department should be asked how many spaces they need for their volunteers and informed Council that we should be considering expanding the firehouse as they are in need of another bay for all of their equipment. Ending by stating that he has serious reservations about the new concept plan.

Doug Mair, 536 South Main Street – Stated that he had the same issues as Mr. Gibbons. Where is the Municipal Complex; why are we putting underground parking in a floodplain; What happens when the air conditioning units on the rooftops leak into the building? Stated that he is happy to hear that the Firehouse will be staying, but questioned why the public was told in the past that the building was too old to be refurbished. Ended by stating that he is happy that Bob Hillier want to work with Hightstown.

Rick Pratt, 114 West Ward Street, 214 Stockton Street – Asked about the nature path and a way of getting from one path to the other. Mr. Hillier stated that he would look at it and work it out. Spoke about making Bank Street a one way street. Regarding underground parking, we would know in plenty of time if a storm that could potentially flood the garage was coming and be able to make the necessary arrangements regarding flooding. Regarding air conditioners on top of the buildings, this is done all over the country on every apartment building or office building and it presents no problem.

Eugene Sarafin, 628 South Main Street – Stated that this is a preliminary plan and there are still a lot of things that need to be worked out. Most of the issues that are being brought up right now are insignificant solvable problems.

Scott Caster, 12 Clover Lane – Questioned why there is no decision on the municipal building, police or court. Mayor Quattrone answered that we are still in negotiations and we cannot discuss this in public. Mr. Caster went on to state that he believes this is a wonderful project but the public needs to know where the municipal building, police and court will be. This discussion needs to be had in public, not in negotiations.

Mr. McManimon commented that the Borough has the right to have municipal space in the retail component of the project. Mr. Caster then asked what the Council will ask for. Councilmember Misiura stated that the Borough has retained an architect to look at several options for the Borough to consider. Mayor Quattrone stated that a decision has not been made at this time but when the time does come, the decision will be made in public.

Keith LeProvost, 213 Greeley Street – Questioned how many residential units will there be and how many affordable housing units will be provided. Mr. Hillier stated that there will be between 170 and 180 units. 20% will be studios, 50% will be 1 bedroom units and 30% will be 2 bedroom units. Councilmember Misiura stated the Affordable Housing aspect is still being negotiated but will be included in the redeveloper's agreement.

Frank Rivera, 110 Broad Street – Stated that he feels that Hightstown has found vision again. He reminded everyone that we are listening to a concept plan. This plan is very encouraging. He is very impressed and will stay tuned.

Doug Mair, 536 South Main Street – The concept plan for LRK was supposed to break ground in June. It turned into a breaking ground plan. Now Studio Hillier is a concept plan. Residents just want to make sure that this is still a concept plan before someone starts breaking ground overnight.

Christine Roznick, 119 Cole Avenue – Stated that she is very encouraged by this plan. She likes the parking plan and is happy that the Firehouse is staying.

Brent Rivenburgh, 26 Meadow Drive – Stated that he thinks this is a fantastic plan.

Ryan Rosenberg, 135 South Street – Stated that this is an amazing plan. Let's keep it going.

Gail Gasper, 39 Norton Avenue. This plan reminds her a little bit of Robbinsville and she exited to see how it happen. With only 30% of the residential units being 2 bedrooms, there will not be a lot of children therefor she does not see that affecting our school tax amount. Asked that if possible, please make the walking path wide enough for bicycling.

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

MAYOR/COUNCIL/ADMINISTRATIVE COMMENTS

Councilmember Bluth – Reminded the public that this was still a concept plan. Thanked everyone for their comments. There will be some very good comments that hopefully will be taken into consideration when a final plan is drawn.

Councilmember Montferrat – Thanked everyone for coming out. Thank you Mr. Hillier for a well thought out presentation. He likes that the concept is not losing sight of open space and sustainability.

Councilmember Misiura – Thank you Bob Hillier for the presentation. The LRK plan the plaza also served as a parking lot. The great thing about this plan is separating the pedestrians from the vehicular. Thinks this an interesting concept.

Council President Hansen – Stated that she loves this plan and it is an innovative process. There are a lot of things that need to be considered but we have a good working relationship with the developer. This is a long process but we have great professionals that are guiding us along the way.

Councilmember Stults – Thanked Mr. Hiller for taking the LRK plan to the next step. He is very impressed with the plan. Likes the idea of hiding the parking underground. He informed Council and the public that parking is a permitted use in flood zones. He stated that he feels this concept of the plaza is better than LRK's. Thanked everyone for coming and for their questions.

Mayor Quattrone – He is not on the subcommittee, his role is to keep everything as transparent as possible and to protect the interest of the Borough as best he can. It is difficult during negotiations to keep things private before they can go to the public. We are negotiating a lot of factors right now. The committee reports to him and the administrator is actively involved in the process.

ADJOURNMENT

Council President Hansen motioned to adjourn at 8:46 p.m. Councilmember Misiura seconded. All ayes.

Respectfully Submitted,

Margaret M. Riggio
Deputy Borough Clerk

Resolution 2016-145

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

AWARDING A CONTRACT FOR ENGINEERING INSPECTION SERVICES FOR THE PEDDIE LAKE DAM WALKING BRIDGE REPLACEMENT PROJECT

WHEREAS, Hightstown Borough solicited proposals from the Engineering Pool for Construction Administration and Inspection Services for the Peddie Lake Bridge Replacement Project; and

WHEREAS, the proposal submitted by Eric Betz of Mott MacDonald of Freehold, New Jersey was the lowest proposal received; and

WHEREAS, the proposal submitted contained a cost not to exceed \$38,600.00 for contract administration and inspection services; and

WHEREAS, this project is partially funded by a Grant from the Transportation Alternative Program in the amount of \$331,000.00; and

WHEREAS, the Borough Administrator has reviewed the proposal and recommends that the contract for construction administration and inspection services for the Peddie Lake Dam Pedestrian Bridge Project be made to Mott MacDonald in an amount not to exceed \$38,600.00; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the contract for construction administration and inspection services for the Peddie Lake Dam Pedestrian Bridge Project be made to Mott MacDonald of Freehold, New Jersey in an amount not to exceed \$38,600.00.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 18, 2016.

Margaret M. Riggio
Deputy Borough Clerk



Ms. Debra L. Sopronyi, RMC, QPA, CMR
 Borough Clerk and Purchasing Agent
 Borough of Hightstown
 156 Bank Street
 Hightstown, NJ 08520

Mott MacDonald
 3 Paragon Way
 Freehold NJ 07728
 United States of America

 T +1 (732) 780 6565
 F +1 (732) 577 0551
 www.mottmac.com/americas

June 15, 2016

**RE: Response to the Request for Proposal for
 Construction Administration and Inspection Services for the
 Peddie Lake Dam Pedestrian Bridge Project
 Transportation Alternatives Program (TAP) FY-2014
 Borough of Hightstown, New Jersey**

Our Reference
 MCS050P00TA01

File path: DRAFT HMM
 Proposal - Peddie Lake
 Walking Bridge Inspection
 Services 6-15-16

Dear Ms. Sopronyi:

Twenty years ago, Hatch Mott MacDonald was created by its parent companies Hatch and Mott MacDonald to provide engineering and professional services to the North American infrastructure market. In 2001, Hatch Mott MacDonald acquired E.T. Killam Associates, an environmental, hydraulic, and wastewater environmental engineering firm founded in New Jersey in the 1930s. Hatch Mott MacDonald has earned a track record of major accomplishments in transportation, water, pipelines, environment, and infrastructure.

As of June 2016 the company you knew as Hatch Mott MacDonald is doing business under the name Mott MacDonald. Our website and logo have changed along with our name, but our leadership and experienced engineering professionals remain the same.

Why the name change? Formerly operating as a joint venture, we will be an integral part of Mott MacDonald: a global engineering, management, and development firm that delivers innovative solutions for public and private clients. Mott MacDonald has won more than 550 international awards since 2007, and was named Global Consultant of the Decade in 2013 by New Civil Engineer and the Association for Consultancy & Engineering.

Mott MacDonald (MM) in North America (formerly Hatch Mott MacDonald) will continue to be a practice-driven organization, led by a network of national and regional practice leaders who are experienced professionals. While we are conventionally structured, our practice culture seeks to ensure the delivery of consistently excellent services, regardless of location. In addition to 2,300 staff and 62 offices in North America, we have access to the resources of an additional 14,000 staff worldwide.

MM (formerly d/b/a Hatch Mott MacDonald) is pleased to submit this Proposal for Professional Engineering Services for Construction Administration and Inspection Services during the Construction Phase of the

RECEIVED

JUN 20 2016



Borough of Hightstown's (Borough's) project entitled: "Peddie Lake Dam Pedestrian Bridge", in response to the Borough's Request for Proposal (RFP) dated May 24, 2016.

We appreciate this opportunity to serve the Borough of Hightstown and look forward to receiving the Borough's favorable consideration of our proposal so we can assist the Borough in making sure this important infrastructure project is completed successfully.

Project Understanding

Pursuant to the RFP, the proposed scope of work for the Peddie Lake Dam Pedestrian Bridge Project will consist of constructing a 6' wide, 80' long pedestrian bridge over the dam on Peddie Lake, sidewalk and ADA improvements, lawn restoration, curbing, lighting relocation, bollards, and traffic striping and markings. The previously existing pedestrian bridge was removed in 2009 due to structurally unsafe conditions. The Borough of Hightstown has been awarded a federally funded Transportation Alternatives Program (TAP) Grant for the Peddie Lake Dam Pedestrian Bridge replacement in the amount of \$331,000. This proposal is prepared based on the information provided in the NJDEP Dam Repair Permit; Contract Drawings prepared by Roberts Engineering Group, LLC, dated 8-8-13, last revised 5-10-16; Contract Drawings prepared by Lippincott Jacobs Consulting Engineers, dated 10-17-12; Soil Erosion and Sediment Control Plan Certification from Mercer County Soil Conservation District; the approval letter from the NJDEP Historic Preservation Office dated 5-5-16; and our office's discussion with the NJDOT Local Aid office.

In accordance with the Borough's RFP, the following Proposal sections describe the scope of services associated with each specific task for the Construction Administration and Inspection Services necessary for the Project. The general description for MM's proposed scope of service under this proposal includes: pre-construction, construction, and post-construction closeout phases for compliance with the NJDOT, TAP, Soil District, NJDEP, and Contract requirements. Our proposed scope of service includes coordination with the Borough for TAP requirements and submittals; review and approval of contractor's shop drawing for the pre-fabricated pedestrian bridge and other project related submittals; comprehensive construction management; site observation (full-time or part-time, activity specific); and project close-out including punch list preparation and completion oversight for final acceptance of the project.

Construction Administration and Inspection Services

Task 1 – Project Pre-Construction Phase

The scope of service for Task 1 will consist of work to satisfy the requirements of the TAP requirements for a preconstruction meeting, including coordination with the Borough for submittals to the NJDOT. In accordance with our discussion with representatives from the NJDOT Local Aid – District 3 office, the primary contact for the TAP project will be the Borough of Hightstown, and our office will provide the necessary submittals and documentation to the Borough for processing with the NJDOT. In accordance with the NJDOT, the use of SAGE is not applicable for this federally funded TAP project, and all updates with the FHWA will be done by the NJDOT upon receipt of the applicable information and documents from the Borough. The preparation of the pre-construction meeting agenda, attendance at the pre-construction meeting, preparation and distribution of meeting minutes, and issuance of the Notice to Proceed will all be



completed by MM during this phase. MM will coordinate with the awarded Contractor and make sure proper notification to the Mercer County Soil Conservation District is provided prior to land disturbance activities as part of Task 1.

Task 2 – Project Submittal Review

The scope of service for Task 2 pertains to construction administration and includes the review of the necessary shop drawings and submittals, including pre-fabricated pedestrian bridge drawings, bridge erection drawings, CLSM mix design, concrete mix design, detectable warning surface, decorative bollards, hand rails, access gate, Initial Project Workforce Report AA-201, Buy America Certifications for all materials to be used on the project, and TAP material certification forms. The performance and labor payment bond and the certificate of insurance documents will be forwarded to Hightstown for the Borough Attorney to review and approve prior to the start of any construction activities. Under this task, MM will also assist with updating and coordinating with the Borough for any required TAP submittals to the NJDOT. MM will review the pre-construction video/photographs submitted by the Contractor and the Contractor's emergency contact information. A shop drawing log will be maintained during the project by MM to inventory and track all necessary project submittals, including date of receipt, date of review, status, and distribution. The pre-fabricated bridge and erection plans will be reviewed by a MM licensed engineer with experience in bridge design and construction to ensure compliance with the Contract Documents.

Task 3 – Project Site Observation

Under Task 3, MM will provide a qualified inspector to monitor and record proposed construction activities. The nature of the daily activities will dictate the amount of time necessary for specific field assignments. As required by the TAP, our office will utilize the NJDOT DC-29 inspection forms for completion of the daily construction reports. For the major Contract item, MM will ensure that an engineer with bridge experience, and under the direct supervision of a licensed engineer with bridge design experience, will be on the project site during the erection and setting of the pre-fabricated pedestrian bridge.

Part-time site observation will be provided for the following work items: railing and fence installation, installation of concrete curb and concrete sidewalk, steel rebar and concrete form inspection for bridge abutment, light pole relocation, installation of traffic striping and pavement markings, and the installation of topsoil, seed, and fertilizer.

Full-time site observation will be provided for the erection and installation of the pedestrian bridge, excavation and pouring of the CLSM footings for abutment foundations and for existing pipe abandonment, and for the pouring of concrete for the bridge abutments.

MM will review and process the Contractor's payment applications with the Borough to help the Borough compensate the Contractor for satisfactory work completed in accordance with the Contract Documents. At the time of reviewing and processing payment applications from the Contractor, MM will assist the Borough by receiving and submitting to the Borough the Contractor's Certified Payrolls and that they are in compliance with State prevailing wage rate requirements for Local Public Contracts and in accordance with the federal standards for TAP. Our Proposal does not include time or cost associated with scheduling and coordinating any



necessary off-duty police for traffic control, and MM assumes that any required traffic control work will be the responsibility of the Contractor.

The scope of services and costs for Task 3 for this Proposal are based on the documents provided in the RFP, and all additional inspections and construction administration services required during construction for unforeseen conditions or for items and conditions not clearly depicted and/or identified on the RFP documents will require a budget amendment for our cost proposal, including any potential unsatisfactory conditions of the dam found during excavation for the new pedestrian bridge abutments and/or the CLSM footings.

MM has anticipated that all terms and conditions for the NJDEP Dam Repair Permit will be the responsibility of the permittee (Borough of Hightstown) and/or the Contractor awarded the project, including the preparation and submission of a complete set of as-built plans and specifications to the NJDEP in accordance with Permit Terms and Conditions No. 17. Therefore, MM has not included costs with this proposal for compliance with the Terms and Conditions of the NJDEP Dam Repair Permit.

Under Task 3 of this proposal, MM has not provided any labor or costs for any material testing, and all costs for any required material testing will be paid for by either the Contractor or the Borough of Hightstown. If the Borough requires MM to coordinate and perform material testing to satisfy the requirements of the TAP grant or Contract specifications, MM will provide material testing coordination services on a time and material basis for MM employees in accordance with the approved 2016 rate schedule, and the direct costs for material testing sub-consultants and accredited testing laboratories will be submitted to the Borough with a 15% markup in accordance with the approved 2016 rate schedule.

MM will not perform survey stake-out or as-built survey services under this Proposal, and MM anticipates that all field surveying requirements for stake-out, cut sheets, off-sets, and as-builts will be performed by the Contractor.

Task 4 – Project Close-Out

During the close-out phase, MM will prepare and submit various documents as required by the TAP and the Borough of Hightstown. A comprehensive punch list will be prepared, and a final project walk-through inspection will be coordinated and performed with the NJDOT Local Aid office, the Borough, and, if necessary, with representatives for the Transportation Alternatives Program from the FHWA. Our office will also notify the Mercer County Soil Conservation District for project completion. MM will coordinate with the Contractor for the final deliverables, including the Maintenance Bond and the release of lien documentation. An as-built quantity report, the Engineer's Certification of Completed Project, and other applicable TAP documentation will be completed and submitted to the Borough for processing with the NJDOT Local Aid office for project closeout and final funding reimbursement, including source documentation and documentation for compliance with the Davis-Bacon Act. MM will assist the Borough with the completion of final funding reimbursement and project closeout documentation for compliance with the TAP grant.

Construction Administration and Inspection Services Cost Proposal Summary

MM has provided a breakdown in Table 1 below for our Contract Administration and Inspection Services fees consistent with the scope of



work and tasks in the Borough's RFP. All work will be completed on a time and material reimbursable method of compensation for a total fee not to exceed \$38,600.

Table 1
Engineering Cost Proposal for
Contract Administration & Inspection Services

Work Item		MM Services Budget Amounts*
Task 1	Project Pre-Construction Phase	\$3,500
Task 2	Project Submittal Review	\$3,500
Task 3	Project Site Observation	\$25,000
Task 4	Project Close-Out	\$6,600
Total Estimated Cost (All Services for Tasks 1 Through 4)		\$38,600

**The above costs include travel expenses for vehicle mileage.*

The information included in Table 1 is based on estimated hours required to complete each specific task for typical assumed construction durations. The scheduled duration for each activity or task does not include unforeseen delays or situations that are out of MM's control, namely, construction observation work under Task 3. If unforeseen delays or other challenges arise during the Project, MM will contact the Borough in writing with reasons and justifications for a potential budget amendment related to construction observation services for the Borough's review, authorization, and approval prior to commencing with additional administration or inspection services beyond the approved budget.

Construction Administration and Inspection Services identified above are part of the scope of services to be provided by MM under this Proposal. We trust that we have provided sufficient detail in regards to the scope of work requested by the Borough of Hightstown for the Peddie Lake Dam Pedestrian Bridge Project. If any additional information is necessary, we are available to discuss any of the aforementioned in greater detail at the Borough's request. Once again, we thank the Borough of Hightstown for the opportunity to submit our proposal and we look forward to having a chance to help the Borough and the Borough's Contractor strive to complete this important Project on time and on budget.

Should you have any questions, or require additional clarification, please do not hesitate to call us.

Very truly yours,

Mott MacDonald, LLC

Eric C. Betz, PE, BCEE, CME
Senior Vice President
T 732.780.6565 F 732.577.0551
eric.betz@mottmac.com

cc: Larry Plevier, PE, CME

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 ~~RESERVED~~ 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.

34. If a vehicle is to be used, its description, including the license number.

45. If the applicant is employed by another, the name and address of the employer, together with credentials establishing the exact relationship.

56. The days of the week and the hours of the day during which the licensed activity will be conducted.

67. 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[b1].

10. The[b2] 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[b3].

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.

ed. 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 [b4] 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 (~~\$5~~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. [b5]

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 ~~Badges~~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 ~~Badges~~Licenses.

The Borough Clerk shall issue to each licensee ~~at the time of delivery of his~~ license ~~a badge~~ on which shall appear the words "Licensed Solicitor License," the period for which the license is issued and the number of the license, ~~in letters and figures easily discernible from a distance of ten (10) feet~~. During the time such licensee is engaged in soliciting, ~~his badge~~the license shall be ~~worn constantly and conspicuously on the front of his outer garment~~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:

Adopted:

ATTEST:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

Resolution 2016-146

*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 \$5,251,763.02 from the following accounts:

Current		\$5,111,699.10
W/S Operating		93,824.71
General Capital		17,636.39
Water/Sewer Capital		12,053.03
Grant		300.00
Trust		781.31
Housing Trust		1,679.50
Animal Control		28.20
Law Enforcement Trust		0.00
Housing Rehab Loans		0.00
Unemployment Trust		0.00
Escrow		<u>13,760.78</u>
Total		<u>\$5,251,763.02</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 July 18, 2016

Margaret M. Riggio
Deputy Borough Clerk

P.O. Type: All
Range: First
Format: Detail without Line Item Notes
Include Non-Budgeted: Y

Include Project Line Items: Yes
to Last
First Enc Date Range: First to 12/31/16

Open: N
Rcvd: Y
Bid: Y

Paid: N
Held: N
State: Y

Void: N
Aprv: N
Other: Y

Exempt: Y

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
AARON005 Aaron Byrne												
	16-00968	06/15/16	RES 2016-131 REFUND GBG FEE									
	1	RES 2016-131	REFUND GBG FEE	30.00	6-01-32-465-001-165	B Landfill Solid Waste Disposal-MCIA	R	06/15/16	07/12/16		RES 2016-131	N
	Vendor Total:			30.00								
A0098 ALTERNATIVE MICROGRAPHICS, INC.												
	16-00790	05/11/16	RECORDS RESTORATION									
	1	INV 28334 - 4/22/16		774.04	C-04-55-872-001-445	B Cleaning, Freeze Drying, etc	R	05/11/16	07/12/16		28334	N
	Vendor Total:			774.04								
A0107 ANSELL GRIMM & ARRON, PC												
	16-01070	07/05/16	ATTORNEY BILLS FOR MAY									
	1	281576	GENERAL FILE	1,420.42	6-01-20-155-001-032	B LEGAL COUNCIL-GENERAL MATTERS	R	07/05/16	07/12/16		281576	N
	2	281577	ORDINANCES	189.00	6-01-20-155-001-032	B LEGAL COUNCIL-GENERAL MATTERS	R	07/05/16	07/12/16		281577	N
	3	281578	RESOLUTIONS	27.00	6-01-20-155-001-032	B LEGAL COUNCIL-GENERAL MATTERS	R	07/05/16	07/12/16		281578	N
	4	281579	ENGINEERING MATTERS	148.50	6-01-20-165-001-199	B MISCELLANEOUS	R	07/05/16	07/12/16		281579	N
	5	MEETINGS 281580		877.50	6-01-20-155-001-029	B Attendance at Council Meetings	R	07/05/16	07/12/16		281580	N
	6	LITIGATION 281581		67.50	6-01-20-155-001-033	B Litigation	R	07/05/16	07/12/16		281581	N
	7	LITIGATION 281582		175.50	6-01-20-155-001-033	B Litigation	R	07/05/16	07/12/16		281582	N
	8	POLICE MATTERS 281583		67.50	6-01-20-155-001-031	B Labor,Personnel & Union Council	R	07/05/16	07/12/16		281583	N
	9	3RD RD COAH 281584		702.00	T-26-56-286-000-849	B Recaptured Fds-RCA COAH-Homeowners	R	07/05/16	07/12/16		281584	N
	10	LITIGATION 281585		108.00	6-01-20-155-001-033	B Litigation	R	07/05/16	07/12/16		281585	N
	11	HOMEOWNERS ASSOC ISSUES 281586		117.50	6-01-20-155-001-027	B General Matters	R	07/05/16	07/12/16		281586	N
	12	REDEVELOPMENT 281587		245.00	6-01-20-155-001-027	B General Matters	R	07/05/16	07/12/16		281587	N
	Vendor Total:			4,145.42								
ATTWI005 AT&T WIRELESS												
	16-01032	06/28/16	287258726345 5/13-6/12/16									
	1	287258726345 5/13-6/12/16	HPD	302.31	6-01-31-440-001-090	B Telephone-verizon-Police Phones	R	06/28/16	07/12/16		287258726345	N

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
ATTWI005 AT&T WIRELESS Continued												
	16-01032	06/28/16	287258726345 5/13-6/12/16		Continued							
	2		287258726345 5/13-6/12/16 WTP	97.87	6-09-55-501-003-548	B Telephone-SPRINT	R	06/28/16	07/12/16		287258726345	N
	3		287258726345 5/13-6/12/16AWTP	105.89	6-09-55-501-003-550	B Telephone-Water Dept-NEXTEL	R	06/28/16	07/12/16		287258726345	N
	4		287258726345 5/13-6/12/16 DPW	202.02	6-01-31-440-001-079	B Telephone-VERIZON WIRELESS	R	06/28/16	07/12/16		287258726345	N
				708.09								
	Vendor Total:			708.09								
H0006 BARBARA HARRINGTON												
	16-01005	06/22/16	REIMBURSE NORTHSTAR VETS BILL									
	1		REIMBURSE NORTHSTAR VETS BILL	215.10	T-12-56-286-000-861	B ANIMAL WELFARE COMMITTEE	R	06/22/16	07/12/16		5/30/16VET BILL	N
	Vendor Total:			215.10								
B0922 BEN SHAFFER RECREATION INC.												
	16-00987	06/21/16	BASKETBALL GOAL - DAWES PARK									
	1		BA37N - FRONT MOUNT DOUBLE-RIM	96.76	6-01-28-369-001-141	B Parks & Playgrd Maintenance	R	06/21/16	07/12/16			N
	2		APPROXIMATE SHIPPING	17.60	6-01-28-369-001-141	B Parks & Playgrd Maintenance	R	06/21/16	07/12/16		BSR-16-360FG	N
				114.36								
	Vendor Total:			114.36								
BLOCK005 BLOCK LINE SYSTEMS, LLC (LSI)												
	16-01149	07/14/16	INV77943160715 DATED 7/15/16									
	1		INV77943160715 DATED 7/15/16	998.57	6-01-31-440-001-085	B Telephone-Block Line Systems, LLC LSI	R	07/14/16	07/14/16		77943160715	N
	Vendor Total:			998.57								
BOYDS005 BOYD'S PHARMACY MANSFIELD, INC.												
	16-00772	05/06/16	INV 229570 DATED 4/19/16									
	1		INV 229570 DATED 4/19/16	2,580.00	6-01-25-260-001-136	B Medical Supplies	R	05/06/16	07/12/16		229570	N
	Vendor Total:			2,580.00								
B0921 BRITTON INDUSTRIES, INC												
	16-00912	06/07/16	MAY 2016 YARD WASTE DISPOSAL									
	1		INV. 0034351-IN - YD WSTE DISP	122.50	6-01-26-311-001-168	B Yardwaste	R	06/07/16	07/12/16		0034351	N

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
B0921 BRITTON INDUSTRIES, INC Continued													
	16-00912	06/07/16	MAY 2016 YARD WASTE DISPOSAL		Continued								
	2 INV.	0036865-IN	- YD WSTE DISP	131.25	6-01-26-311-001-168		B Yardwaste	R	06/07/16	07/12/16		0036865	N
	3 INV.	0040520-IN	- YD WSTE DISP	125.50	6-01-26-311-001-168		B Yardwaste	R	06/07/16	07/12/16		0040520	N
	4 INV.	0041754-IN	- YD WSTE DISP	125.50	6-01-26-311-001-168		B Yardwaste	R	06/07/16	07/12/16		0041754	N
	5 INV.	0042432-IN	- YD WSTE DISP	87.75	6-01-26-311-001-168		B Yardwaste	R	06/07/16	07/12/16		0042432	N
				592.50									
	Vendor Total:			592.50									
C0396 CAVANAUGH'S, INC.													
	16-01002	06/21/16	MONTHLY PEST SERVICE										
	1 INV.	613868	- MAY PEST SERV.	20.00	6-01-26-310-001-029		B Maintenance Contracts	R	06/21/16	07/12/16		613868	N
	2 INV.	613869	- MAY PEST SERV.	20.00	6-01-26-310-001-029		B Maintenance Contracts	R	06/21/16	07/12/16		613869	N
				40.00									
	Vendor Total:			40.00									
C0067 CENTRAL JERSEY POWER													
	16-00883	06/01/16	PIPE ASSEMBLY										
	1 INV.	118113	- PIPE ASSBLY	22.99	6-01-26-290-001-034		B Motor Vehicle Parts & Access.	R	06/01/16	07/12/16		118113	N
	Vendor Total:			22.99									
C0058 CINTAS CORPORATION #061													
	16-00230	02/05/16	2016 Uniform Contract		B								
	20 INV.	061225647		58.22	6-09-55-501-002-507		B Uniforms & Safety Equipment	R	02/05/16	07/12/16		061225647	N
	21 INV.	061229358		58.22	6-09-55-501-002-507		B Uniforms & Safety Equipment	R	02/05/16	07/12/16		061229358	N
	22 INV.	061233293		58.22	6-09-55-501-002-507		B Uniforms & Safety Equipment	R	02/05/16	07/12/16		061233293	N
	23 INV.	061237060		58.22	6-09-55-501-002-507		B Uniforms & Safety Equipment	R	02/05/16	07/12/16		061237060	N
				232.88									
	Vendor Total:			232.88									
C0023 COMCAST													
	16-01030	06/28/16	8499052440157826 DATED 6/17/16										
	1	8499052440157826 DATED 6/17/16		125.90	6-09-55-501-002-545		B Internet Services	R	06/28/16	07/12/16		8499052440157826	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
C0023 COMCAST Continued												
	16-01117	07/11/16	8499052430034100 413 MERCER									
	1	8499052430034100	413 MERCER	144.85	6-01-20-140-001-060	B Internet Services and Web Services	R	07/11/16	07/12/16		849905243003410	N
	2	SERVICE CALL		99.95	6-01-20-140-001-060	B Internet Services and Web Services	R	07/11/16	07/12/16		849905243003410	N
				244.80								
	16-01118	07/11/16	8499052430036659 156 BANK ST									
	1	8499052430036659	156 BANK ST	109.85	6-01-20-140-001-060	B Internet Services and Web Services	R	07/11/16	07/12/16		849905243003665	N
			Vendor Total:	480.55								
COMCA005 COMCAST BUSINESS												
	16-01015	06/22/16	930909813 DATED 6/15/16									
	1	930909813	DATED 6/15/16	195.30	6-01-25-240-001-094	B COMPUTER/SERVICE & SUPPORT	R	06/22/16	07/12/16		930909813	N
			Vendor Total:	195.30								
CONTR005 CONTROLLED F.O.R.C.E., INC												
	16-00762	05/06/16	TRAINING - JIMENEZ									
	1	TRAINING - JIMENEZ		585.00	6-01-25-240-001-042	B Education & Training	R	05/06/16	07/12/16			N
			Vendor Total:	585.00								
COUNT015 COUNTY OF MONMOUTH-												
	16-00886	06/01/16	USE OF VEHICLE WASH									
	1	INV. HTB 04-16-09 - USE OF		20.00	6-01-26-305-001-034	B Motor Vehicle Parts & Access.	R	06/01/16	07/12/16		HTB 04-16-09	N
			Vendor Total:	20.00								
C0087 CUSTOM BANDAG, INC												
	16-00888	06/01/16	TIRES FOR WATER PLANT TRUCK									
	1	INV. 80107560 - TIRES WTP TRK		303.98	6-09-55-501-001-502	B Vehicle Maintenance	R	06/01/16	07/12/16		80107560	N
	16-00973	06/16/16	HPD ELECTRIC 6/2/16 FOR MAY									
	1	HPD ELECTRIC 6/2/16 FOR MAY		858.39	6-01-31-430-001-071	B Electric-Borough Hall	R	06/16/16	07/12/16		100105839391HPD	N
	16-00996	06/21/16	TRUCK 20 TIRES									
	1	INV. 80108061 - TIRES TRK 20		478.84	6-01-26-315-001-132	B Vehicle Maint. - Public Works	R	06/21/16	07/12/16		80108061	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
C0087 CUSTOM BANDAG, INC Continued												
	16-01134	07/13/16	HPD ELECTRIC 6/2 - 7/5/16									
	1		HPD ELECTRIC 6/2 - 7/5/16	1,017.38	6-01-31-430-001-071	B Electric-Borough Hall	R	07/13/16	07/13/16		HPD JUNE ELECTR N	
	Vendor Total:			2,658.59								
C0088 CUSTOM ENVIRONMENTAL TECH, INC												
	16-00349	02/23/16	Zeta Lyte 1A Anionic Polymer			B						
	3		INV 3407 DATED JUNE 28, 2016	647.35	6-09-55-501-002-554	B ZETA LYTE 1A POLYMER	R	07/07/16	07/12/16		3407	N
	Vendor Total:			647.35								
EZ001 E Z PASS N.J.												
	16-00902	06/01/16	NJ TPK TOLLS									
	1		NJ TPK TOLLS	3.00	6-01-25-240-001-199	B Miscellaneous	R	06/01/16	07/12/16			N
	Vendor Total:			3.00								
E0576 EAST WINDSOR REGIONAL SCHOOL												
	16-00986	06/21/16	APRIL 2016 FUEL USE									
	1		APRIL 2016 FUEL USE - FIRE	512.54	6-01-31-460-001-166	B Motor Fuel - Fire Dept.	R	06/21/16	07/12/16		APRIL 2016	N
	2		APRIL 2016 FUEL USE - POLICE	1,163.29	6-01-31-460-001-145	B Motor Fuel - Police	R	06/21/16	07/12/16			N
	3		APRIL 2016 FUEL USE - EMS 50	46.33	6-01-31-460-001-148	B Motor Fuel - Emergency Medical	R	06/21/16	07/12/16			N
	4		APRIL 2016 FUEL USE - GARBAGE	656.14	6-01-31-460-001-147	B Motor Fuel - Public Works	R	06/21/16	07/12/16			N
	5		APRIL 2016 FUEL USE - STREETS	744.03	6-01-31-460-001-147	B Motor Fuel - Public Works	R	06/21/16	07/12/16			N
	6		APRIL 2016 FUEL USE - PARKS	34.20	6-01-31-460-001-147	B Motor Fuel - Public Works	R	06/21/16	07/12/16			N
	7		APRIL 2016 FUEL USE - WATER	80.57	6-09-55-501-001-512	B Motor Fuel	R	06/21/16	07/12/16			N
	8		APRIL 2016 FUEL USE - SEWER	126.83	6-09-55-501-002-512	B Motor Fuel	R	06/21/16	07/12/16			N
	9		APRIL 2016 FUEL USE - CONSTRUC	20.92	6-01-31-460-001-151	B MOTOR FUEL-CONSTRUCTION DEPARTMENT	R	06/21/16	07/12/16			N
	10		APRIL 2016 FUEL FACILITY FEE	120.00	6-01-31-460-001-144	B Upgrades to Fueling Facility	R	06/21/16	07/12/16			N
	Vendor Total:			3,504.85								

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
E0157 EAST WINDSOR TOWNSHIP												
	16-00907	06/01/16	DISPATCH SVC PAYMENT DUE 6/01									
	1		DISPATCH SVC PAYMENT DUE 6/01	35,000.00	6-01-43-517-001-199	B East Windsor Dispatch-Shared Service	R	06/01/16	07/12/16		6/01 PAYMENT	N
	Vendor Total:			35,000.00								
Q0176 EUROFINS QC, INC												
	16-00882	06/01/16	WATER ANALYSIS									
	1		INV. 1786680 - WATER ANALYSIS	137.00	6-09-55-501-001-532	B Outside Testing/Labs	R	06/01/16	07/12/16		1786680	N
	2		INV. 1786509 - WATER ANALYSIS	99.50	6-09-55-501-001-532	B Outside Testing/Labs	R	06/01/16	07/12/16		1786509	N
	3		INV. 1787571 - WATER ANALYSIS	99.50	6-09-55-501-001-532	B Outside Testing/Labs	R	06/01/16	07/12/16		1787571	N
				<u>336.00</u>								
	16-00999	06/21/16	WATER ANALYSIS									
	1		INV. 1791086 - WATER ANALYSIS	99.50	6-09-55-501-001-532	B Outside Testing/Labs	R	06/21/16	07/12/16		1791086	N
	2		INV. 1791851 - WATER ANALYSIS	137.00	6-09-55-501-001-532	B Outside Testing/Labs	R	06/21/16	07/12/16		1791851	N
				<u>236.50</u>								
	16-01041	06/28/16	WATER ANALYSIS									
	1		INV. 1794419 - WATER ANALYSIS	99.50	6-09-55-501-001-532	B Outside Testing/Labs	R	06/28/16	07/12/16		1794419	N
	2		INV. 1794415 - WATER ANALYSIS	99.50	6-09-55-501-001-532	B Outside Testing/Labs	R	06/28/16	07/12/16		1794415	N
				<u>199.00</u>								
	Vendor Total:			771.50								
EVOQU005 EVOQUA WATER TECHNOLOGIES												
	16-00984	06/21/16	QUOTE #Q1601920									
	1		ITEM #141-30015-3 TORCH WEIGHT	132.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	06/21/16	07/12/16			N
	2		ITEM #141-30015-2 TORCH WEIGHT	176.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	06/21/16	07/12/16			N
	3		ITEM #141-30015-1 TORCH WEIGHT	65.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	06/21/16	07/12/16			N
				<u>373.00</u>								
	16-01033	06/28/16	INV 902675051 DATED 6/17/16									
	1		INV 902675051 DATED 6/17/16	2,215.52	6-09-55-501-002-547	B Odor Control	R	06/28/16	07/12/16		902675051	N
	Vendor Total:			2,588.52								

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
F1060 FRANCISCO JIMENEZ												
	16-01049	06/28/16	CLOTHING ALLOWANCE - JIMENEZ									
	1		CLOTHING ALLOWANCE - JIMENEZ	408.99	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	06/28/16	07/12/16			N
	Vendor Total:			408.99								
G0181 FRANKLIN-GRIFFITH, LLC												
	15-01568	09/16/15	quote 1555444 DATED 8/20/15									
	1		70MH FIXTURELESS LAMP (70HE)	1,972.60	C-04-55-841-001-444	B STSCP-N.MAIN & BANK ST REDEV FD GRT5-34	R	09/16/15	07/12/16		51811416.	N
	2		COMPLETE SET UP LESS LAMP	4,156.25	C-04-55-841-001-446	B STSCP-MAIN ST REDEV UNFD 05-34	R	09/16/15	07/12/16			N
				6,128.85								
	16-00475	03/15/16	BULBS/ELECTRICAL SUPPLIES									
	1		INV. 5577 - BULBS	87.48	6-01-26-310-001-024	B Building Maintenance	R	03/15/16	07/13/16		5577383	N
	2		CREDIT 5580415 - RETURN	87.48	6-01-26-310-001-024	B Building Maintenance	R	03/15/16	07/13/16		5580415	N
	3		INV. 5580177 - BULBS	72.30	6-01-26-310-001-024	B Building Maintenance	R	03/15/16	07/13/16		5580177	N
	4		INV. 5580968 - ELECTRICAL	46.67	6-01-26-290-001-127	B Street Repair & Maintenance	R	03/15/16	07/13/16		5580968	N
				118.97								
	16-01038	06/28/16	INV #S1823792.001									
	1		EIKLED18T8F48840G6DR	124.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	06/28/16	07/12/16		S1823792.001	N
	2		LED18T8F/48/840-G6DR 4FT LED	30.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	06/28/16	07/12/16		S1823792.001	N
	3		SY920432B114LUNV 4 LAMP WRAP	48.45	6-09-55-501-002-503	B Sewer Plant Maintenance	R	06/28/16	07/12/16		S1823792.001	N
				202.45								
	Vendor Total:			6,450.27								
G0017 GALLAGHER CODE MANAGEMENT												
	16-00896	06/01/16	CODIFICATION SERVICES JAN-APR									
	1		CODIFICATION SERVICIES	900.00	6-01-20-140-001-060	B Internet Services and Web Services	R	06/01/16	07/12/16		JAN-APRIL 2016	N
	Vendor Total:			900.00								
G0214 GARDEN STATE HIGHWAY PRODUCTS												
	16-00491	03/18/16	PEDESTRIAN XING SIGNS									
	1		W11-2-HIP-3030080	248.00	6-01-26-290-001-126	B Signs & Posts	R	03/18/16	07/12/16		114008	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
HAMIL005 HALDEMAN FORD/SUBARU												
	16-00966	06/15/16	CAR 5 - TRANSMISSION									
	1		CAR 5 - TRANSMISSION	211.90	6-01-43-515-001-170	B Mechanic Services	R	06/15/16	07/12/16			N
	2		CAR 5 - TRANSMISSION	475.79	6-01-43-515-001-170	B Mechanic Services	R	06/15/16	07/12/16			N
				687.69								
			Vendor Total:	687.69								
U1160 HD SUPPLY WATERWORKS, LTD.												
	16-00487	03/17/16	INV. F030730 TRAINING									
	1		INV. F030730 TRAINING	6,750.00	5-09-55-501-001-518	B Maint. Contracts - Plant	R	03/17/16	07/12/16		F030730	N
			Vendor Total:	6,750.00								
H0126 HIGHTS ELECTRIC MOTOR, INC.												
	16-00995	06/21/16	ONAN GENERATOR PARTS									
	1		INV. 0948468-IN - ONAN	574.82	6-09-55-501-001-535	B Hydrants and Line Repair	R	06/21/16	07/12/16		0948468	N
			Vendor Total:	574.82								
H0048 HIGHTS REALTY LLC												
	16-01131	07/13/16	JULY RENT HPD									
	1		JULY RENT HPD	3,914.68	6-01-26-310-001-025	B Building Rental	R	07/13/16	07/13/16		JULY RENT	N
			Vendor Total:	3,914.68								
H1100 HOME DEPOT CREDIT SERVICES												
	16-00880	06/01/16	APRIL/MAY 2016 INVOICES									
	1		INV. 0037790 - PAINT SUPPLIES	41.58	6-01-31-435-001-075	B Street Lighting	R	06/01/16	07/12/16		0037790	N
	2		INV. 0037790 - OPEN PAYMENT	17.98	6-01-31-435-001-075	B Street Lighting	R	06/01/16	07/12/16		CHECK 24741	N
	3		INV. 6046682 - GARAGE ROLLERS	8.98	6-01-26-310-001-024	B Building Maintenance	R	06/01/16	07/12/16		6046682	N
	4		INV. 2030804 - CABLE TIES	17.97	6-01-31-435-001-075	B Street Lighting	R	06/01/16	07/12/16		2030804	N
	5		INV. 9565014 - BREAKER/LUG SUR	37.81	6-09-55-501-001-535	B Hydrants and Line Repair	R	06/01/16	07/12/16		9565014	N
	6		INV. 8031372 - LATCH/DOORBELL	57.48	6-01-26-310-001-024	B Building Maintenance	R	06/01/16	07/12/16		8031372	N
	7		INV. 7155270 - DEADBOLT RETURN	9.97	6-01-26-310-001-024	B Building Maintenance	R	06/01/16	07/12/16		7155270	N
	8		INV. 7022764 - DEWALT/AVANTI	27.53	6-01-28-369-001-141	B Parks & Playgrd Maintenance	R	06/01/16	07/12/16		7022764	N
	9		INV. 7054567 - MACH SCR/KEY	12.40	6-01-28-369-001-141	B Parks & Playgrd Maintenance	R	06/01/16	07/12/16		7054567	N
	10		INV. 7031429 - SGL CYL SATIN	15.97	6-01-28-369-001-141	B Parks & Playgrd Maintenance	R	06/01/16	07/12/16		7031429	N

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	1099 Excl
H1100 HOME DEPOT CREDIT SERVICES Continued											
	16-00880	06/01/16	APRIL/MAY 2016 INVOICES		Continued						
	11 INV.	9023136	- TELEFLO BRUS	15.98	6-01-26-290-001-127	B Street Repair & Maintenance	R	06/01/16	07/12/16	9023136	N
	12 INV.	4023349	- CAUTION BLUE	31.62	6-09-55-501-001-535	B Hydrants and Line Repair	R	06/01/16	07/12/16	4023349	N
				<u>239.37</u>							
16-00916 06/07/16 MAY 2016 INVOICES											
	1 INV.	2045021	- PAINT	31.98	6-01-26-290-001-127	B Street Repair & Maintenance	R	06/07/16	07/12/16	2045021	N
	2 INV.	2033537	- MARKING PAINT	31.62	6-01-26-290-001-127	B Street Repair & Maintenance	R	06/07/16	07/12/16	2033537	N
	3 INV.	1033628	- WELDED FORK	71.94	6-01-28-369-001-140	B Landscape Maintenance	R	06/07/16	07/12/16	1033628	N
	4 INV.	6023997	- 2W BULB/WEED RE	48.94	6-01-28-369-001-140	B Landscape Maintenance	R	06/07/16	07/12/16	6023997	N
				<u>184.48</u>							
16-00992 06/21/16 JUNE 2016 INVOICES											
	1 INV.	8024388	- REPAIR TUBE	11.88	6-01-28-369-001-140	B Landscape Maintenance	R	06/21/16	07/12/16	8024388	N
	2 INV.	8030046	- PAINT/DRILL	100.11	6-09-55-501-001-503	B Water Plant Maintenance	R	06/21/16	07/12/16	8030046	N
	3 INV.	8030077	- RUSTOLEUM PAIN	3.76	6-01-28-369-001-140	B Landscape Maintenance	R	06/21/16	07/12/16	8030077	N
	4 INV.	2030872	- PLIERS/MIL CUT	25.08	6-01-26-290-001-127	B Street Repair & Maintenance	R	06/21/16	07/12/16	2030872	N
	5 INV.	1031029	- AIR FILTER	29.98	6-01-26-310-001-024	B Building Maintenance	R	06/21/16	07/12/16	1031029	N
	6 INV.	1024799	- FILTER/LEAK	56.35	6-09-55-501-001-503	B Water Plant Maintenance	R	06/21/16	07/12/16	1024799	N
	7 INV.	1151180	- RETURN FILTER	4.47	6-09-55-501-001-503	B Water Plant Maintenance	R	06/21/16	07/12/16	1151180	N
	8 INV.	7031630	- MINI FRIDGE	149.00	6-01-26-310-001-024	B Building Maintenance	R	06/21/16	07/12/16	7031630	N
				<u>371.69</u>							
	Vendor Total:			795.54							
J0378 J.W. KENNEDY & SON INC WELDING											
	16-00997	06/21/16	ARGON CYLINDER RENTAL								
	1 INV.	1657682	- ARGON CYL RNTL	12.00	6-01-26-290-001-050	B DPW Work Equipment	R	06/21/16	07/12/16	1657682	N
	Vendor Total:			12.00							
J0257 JCP&L											
	16-01076	07/06/16	MASTER ACCT 2000000055364								
	1	125 S MAIN ST	100008438010	12.19	6-01-31-430-001-071	B Electric-Borough Hall	R	07/06/16	07/12/16	100008438010	N
	2	MAIN/STOCKTON TL	100008438283	26.73	6-01-31-430-001-071	B Electric-Borough Hall	R	07/06/16	07/12/16	100008438283	N
	3	RT 33/MAXWELL AVE	100008482018	24.74	6-01-31-430-001-071	B Electric-Borough Hall	R	07/06/16	07/12/16	100008482018	N
	4	FRANKLIN/N MAIN TL	100010898904	31.28	6-01-31-430-001-071	B Electric-Borough Hall	R	07/06/16	07/12/16	100010898904	N

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
J0257 JCP&L			Continued									
	16-01076	07/06/16	MASTER ACCT 200000055364		Continued							
			5 148 N MAIN ST 100012487714	485.99	6-01-31-430-001-071	B Electric-Borough Hall	R	07/06/16	07/12/16		100012487714	N
			6 FIREHOUSE 100012487862	1,005.22	6-01-31-430-001-071	B Electric-Borough Hall	R	07/06/16	07/12/16		100012487862	N
			7 174 OAK EQUIP OUT 100012529457	97.26	6-09-55-501-002-504	B Electricity	R	07/06/16	07/12/16		100012529457	N
				<u>1,683.41</u>								
	16-01110	07/11/16	VARIOUS ELECTRIC ACCOUNTS									
			1 100068401122 ROGERS AVE REAR	33.96	6-01-31-430-001-071	B Electric-Borough Hall	R	07/11/16	07/12/16		100068401122	N
			2 100077953188 BANK ST PARK	2.85	6-01-31-430-001-071	B Electric-Borough Hall	R	07/11/16	07/12/16		100077953188	N
			3 100100104247 MAIN STREET	110.10	6-01-31-430-001-071	B Electric-Borough Hall	R	07/11/16	07/12/16		100100104247	N
			4 100029000310 156 BANK STREET	550.14	6-01-31-430-001-071	B Electric-Borough Hall	R	07/11/16	07/12/16		100029000310	N
			5 100051508677 MAIN STREET	165.20	6-01-31-430-001-071	B Electric-Borough Hall	R	07/11/16	07/12/16		100051508677	N
			6 100079096689 GRANT STREET PARK	3.28	6-01-31-430-001-071	B Electric-Borough Hall	R	07/11/16	07/12/16		100079096689	N
			7 100051508750 STOCKTON STREET	158.96	6-01-31-430-001-071	B Electric-Borough Hall	R	07/11/16	07/12/16		100051508750	N
			8 100072968868 ROGERS/MERCER ST	62.04	6-01-31-430-001-071	B Electric-Borough Hall	R	07/11/16	07/12/16		100072968868	N
				<u>1,086.53</u>								
	16-01111	07/11/16	100012445936 EMS APRIL & MAY									
			1 100012445936 EMS APRIL	319.37	6-01-25-260-001-074	B Electric	R	07/11/16	07/12/16		100012445936	N
			2 100012445936 EMS MAY, 2016	413.74	6-01-25-260-001-074	B Electric	R	07/11/16	07/12/16		100012445936	N
				<u>733.11</u>								
	16-01112	07/11/16	MASTER ACCT 200000055315 JUNE									
			1 WTP 100009294701 WESTERLEA AVE	19.68	6-09-55-501-001-504	B Electricity	R	07/11/16	07/12/16		100009294701	N
			2 100012445746 BANK ST	4,925.36	6-09-55-501-001-504	B Electricity	R	07/11/16	07/12/16		100012445746	N
				<u>4,945.04</u>								
	16-01113	07/11/16	MASTER ACCT 200000055315 JUNE									
			1 100008482778 MAXWELL AVE	30.65	6-09-55-501-002-504	B Electricity	R	07/11/16	07/12/16		100008482778	N
			2 100009296102 SPRINGCREST DR	17.59	6-09-55-501-002-504	B Electricity	R	07/11/16	07/12/16		100009296102	N
			3 100012529309 OAK LANE	6,928.35	6-09-55-501-002-504	B Electricity	R	07/11/16	07/12/16		100012529309	N
				<u>6,976.59</u>								

Vendor Total: 15,424.68

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
K0017 KRISTY GILSENAN												
	16-01008	06/22/16	MILEAGE REIMBURSEMENT-	6/14/16								
	1		MILEAGE REIMBURSEMENT-	6/14/16	102.60	6-01-20-176-000-045	B MILEAGE	R	06/22/16	07/12/16	TO 6/14/16	N
	Vendor Total:		102.60									
L0205 LANGUAGE LINE SERVICES												
	16-00839	05/19/16	INV 3820030 DATED APRIL	30,16								
	1		INV 3820030 DATED APRIL	30,16	26.16	6-01-20-176-000-111	B Interpretor/Outside Help	R	05/19/16	07/12/16	3820030	N
	Vendor Total:		26.16									
L0037 LINCOLN FINANCIAL GROUP												
	16-01066	07/05/16	JULY LIFE INSURANCE									
	1		JULY LIFE INSURANCE-ADMIN		69.30	6-01-23-210-003-115	B Medical Ins-Emp] Grp Health	R	07/05/16	07/12/16	HIGHTSTOWN	N
	2		JULY LIFE INSURANCE-WTP		15.40	6-09-55-501-001-514	B INSURANCE	R	07/05/16	07/12/16	HIGHTSTOWN	N
	3		JULY LIFE INSURANCE-AWTP		46.20	6-09-55-501-002-514	B Insurance	R	07/05/16	07/12/16	HIGHTSTOWN	N
					130.90							
	Vendor Total:		130.90									
L1100 LOOSELEAF LAW PUBS												
	16-00964	06/15/16	NJ ATTY GENERAL GUIDELINES									
	1		NJ ATTY GENERAL GUIDELINES		47.20	6-01-25-240-001-033	B Books & Publications	R	06/15/16	07/12/16		N
	Vendor Total:		47.20									
LYONS005 LYONS ENVIRONMENTAL SERVICES												
	16-01120	07/11/16	LIC OP CONSULTATION SVCS JUNE									
	1		LIC OP CONSULTATION SVCS JUNE		300.00	6-09-55-501-002-508	B Engineer	R	07/11/16	07/14/16	HIGH0616	N
	Vendor Total:		300.00									
M0064 MAIN ELECTRIC SUPPLY CO., INC.												
	16-00890	06/01/16	CAPACITOR AND IGNITOR									
	1		INV. 1125317-01 - CAPACITOR		81.00	6-01-31-435-001-075	B Street Lighting	R	06/01/16	07/12/16	1125317-01	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
M1083 MIDDLESEX COUNTY FIRE ACADEMY												
	16-00648	04/18/16	INV 01-1653-16 DATED 4/16/16									
	1	INV	01-1653-16 DATED 4/16/16	184.00	6-01-25-252-002-042	B Education & Training	R	04/18/16	07/12/16		01-1653-16	N
	Vendor Total:			184.00								
M0127 MONMOUTH COUNTY												
	16-00891	06/01/16	APRIL 2016 ROOSEVELT TIPPING									
	1	APRIL	2016 ROOSEVELT TIPPING	2,024.99	6-01-43-513-001-171	B Borough of Roosevelt-Tipping Fees	R	06/01/16	07/12/16		APRIL 2016	N
	16-01000	06/21/16	MAY 2016 ROOSEVELT TIPPING									
	1	MAY	2016 ROOSEVELT TIPPING	4,742.56	6-01-43-513-001-171	B Borough of Roosevelt-Tipping Fees	R	06/21/16	07/12/16		MAY 2016	N
	Vendor Total:			6,767.55								
M1113 MONMOUTH COUNTY POLICE ACADEMY												
	16-00965	06/15/16	TRAINING - BUCK									
	1	TRAINING	- BUCK	100.00	6-01-25-240-001-042	B Education & Training	R	06/15/16	07/12/16		2303	N
	Vendor Total:			100.00								
M0143 MSM SERVICE CO.												
	16-00830	05/18/16	FIRST AID KID MAINTENANCE									
	1	INV.	D1780 - FIRST AID KIT	78.49	6-01-26-310-001-032	B Clothing & Uniforms	R	05/18/16	07/12/16		D1780	N
	2	INV.	D1781 - FIRST AID KIT	85.78	6-09-55-501-001-507	B Uniforms & Safety Equipment	R	05/18/16	07/12/16		D1781	N
				164.27								
	16-00832	05/18/16	FIRST AID KIT SUPPLIES									
	1	FIRST AID	KIT SUPPLIES	87.68	6-01-25-240-001-116	B Traffic Bureau	R	05/18/16	07/12/16			N
	Vendor Total:			251.95								
M0364 MUNICIPAL CLERK'S ASSOC. OF NJ												
	16-01085	07/06/16	2016-17 MEMBERSHIP FEE									
	1	2016-17	MEMBERSHIP FEE	100.00	6-01-20-120-001-044	B Professional Assoc. Dues	R	07/06/16	07/12/16		D. SOPRONYI	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099
	Item Description		Amount	Charge Account	Acct Type Description						Excl
M0364 MUNICIPAL CLERK'S ASSOC. OF NJ Continued											
	16-01085	07/06/16	2016-17 MEMBERSHIP FEE	Continued							
	2		2016-17 MEMBERSHIP FEE	75.00	6-01-20-120-001-044	B Professional Assoc. Dues	R	07/06/16	07/12/16	M. RIGGIO	N
				175.00							
			Vendor Total:	175.00							
NEOPO005 NEOPOST USA, INC											
	16-00969	06/15/16	MTNC CONTRACT FOLDING MACHINE								
	1		MTNC CONTRACT FOLDING MACHINE	558.80	6-01-20-120-001-026	B Maint. Contracts - Office	R	06/15/16	07/12/16	53950479	N
			Vendor Total:	558.80							
NJADV005 NJ Advance Media											
	16-00792	05/11/16	LEGAL ADS 4/8-4/22/16								
	1		ORD 2016-11 INTRO	29.58	6-01-20-120-001-021	B Advertisements	R	05/11/16	07/12/16	127891-04082016	N
	2		ORD 2016-10 INTRO	29.58	6-01-20-120-001-021	B Advertisements	R	05/11/16	07/12/16	127979-04082016	N
	3		ORD 2016-12 INTRO	30.16	6-01-20-120-001-021	B Advertisements	R	05/11/16	07/12/16	128003-04082016	N
	4		NOTICE TO BIDDERS	75.40	6-01-20-120-001-021	B Advertisements	R	05/11/16	07/12/16	128635-04102016	N
	5		PLANNING BOARD	12.76	6-01-21-180-001-021	B Advertisements	R	05/11/16	07/12/16	131809-04152016	N
	6		BOARD OF HEALTH	8.12	6-01-20-120-001-021	B Advertisements	R	05/11/16	07/12/16	132003-04162016	N
	7		COUNCIL 4/18/16 MEETING CHANGE	8.12	6-01-20-120-001-021	B Advertisements	R	05/11/16	07/12/16	132016-04162016	N
	8		ORD 2016-11 ADOPT	14.50	6-01-20-120-001-021	B Advertisements	R	05/11/16	07/12/16	135025-04222016	N
	9		ORD 2016-12 ADOPT	27.26	6-01-20-120-001-021	B Advertisements	R	05/11/16	07/12/16	135027-04222016	N
	10		ORD 2016-13 INTRO	24.94	6-01-20-120-001-021	B Advertisements	R	05/11/16	07/12/16	135031-04222016	N
	11		ORD 2016-10 ADOPT	16.82	6-01-20-120-001-021	B Advertisements	R	05/11/16	07/12/16	135024-04222016	N
				277.24							
	16-01084	07/06/16	LEGAL ADS 5/6 - 6/15/16								
	1		ORD 2016-13 ADOPT	12.76	6-01-20-120-001-021	B Advertisements	R	07/06/16	07/12/16	145869-05072016	N
	2		HPC 5/19 MEETING CHANGE	7.83	6-01-20-120-001-021	B Advertisements	R	07/06/16	07/12/16	150512-05152016	N
	3		ORD 2016-14 INTRO	31.31	6-01-20-120-001-021	B Advertisements	R	07/06/16	07/12/16	153531-05202016	N
	4		COUNCIL 6/6/16 MEETING CHANGE	9.28	6-01-20-120-001-021	B Advertisements	R	07/06/16	07/12/16	162972-06032016	N
	5		ORD 2016-14 ADOPT	28.42	6-01-20-120-001-021	B Advertisements	R	07/06/16	07/12/16	167292-06102016	N
	6		ORD 2016-15 INTRO	27.26	6-01-20-120-001-021	B Advertisements	R	07/06/16	07/12/16	167297-06102016	N
	7		ORD 2016-16 INTRO	30.74	6-01-20-120-001-021	B Advertisements	R	07/06/16	07/12/16	4167300-6102016	N
	8		ORD 2016-17 INTRO	29.58	6-01-20-120-001-021	B Advertisements	R	07/06/16	07/12/16	167303-06102016	N
	9		ORD 2016-18 INTRO	30.16	6-01-20-120-001-021	B Advertisements	R	07/06/16	07/12/16	167306-06102016	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
00050 ONE CALL CONCEPT INC												
	16-00892	06/01/16	APRIL 2016 ONE CALL MESSAGES									
	1 INV.	6045084	- APRIL 2016	47.50	6-09-55-501-001-535	B Hydrants and Line Repair	R	06/01/16	07/12/16		6045084	N
	16-00918	06/07/16	MAY 2016 ONE CALL MESSAGES									
	1 INV.	6055084	- MAY 2016	27.50	6-09-55-501-001-535	B Hydrants and Line Repair	R	06/07/16	07/12/16		6055084	N
	Vendor Total:			75.00								
P0005 PARIS AUTOMOTIVE SUPPLY												
	16-01001	06/21/16	MAY 2016 AUTO PARTS									
	1 MAY 2016		AUTO PARTS	255.92	6-01-26-290-001-034	B Motor Vehicle Parts & Access.	R	06/21/16	07/12/16		MAY 2016	N
	Vendor Total:			255.92								
P0088 PARKER MCCAY, P.A.												
	16-00970	06/15/16	2557711, 2557710									
	1	2557711		2,461.87	6-01-20-155-001-031	B Labor,Personnel & Union Council	R	06/15/16	07/12/16		2557711	N
	2	2557710		588.63	6-01-20-155-001-031	B Labor,Personnel & Union Council	R	06/15/16	07/12/16		2557710	N
				<u>3,050.50</u>								
	Vendor Total:			3,050.50								
P0044 PSE&G												
	16-01011	06/22/16	6975946706 140 N MAIN ST									
	1	6975946706	140 N MAIN ST	16.96	6-01-31-446-001-143	B Gas/Heat - Fire House	R	06/22/16	07/12/16		6675946706	N
	16-01012	06/22/16	6687890808 156 BANK ST									
	1	6687890808	156 BANK ST	19.27	6-01-31-446-001-070	B Gas Heat - Borough Hall	R	06/22/16	07/12/16		6687890808	N
	16-01013	06/22/16	6550326206 168 BANK STREET									
	1	6550326206	168 BANK STREET	16.96	6-01-25-260-001-073	B Natural Gas Heat	R	06/22/16	07/12/16		6550326206	N
	16-01014	06/22/16	6503987609 1ST AVE WTR TOWER									
	1	6503987609	1ST AVE WTR TOWER	11.59	6-09-55-501-001-505	B Gas Service	R	06/22/16	07/12/16		6503987609	N
	16-01069	07/05/16	MISC GAS BILLS									
	1	6679486904	OAK LANE	235.87	6-09-55-501-002-505	B Gas Service	R	07/05/16	07/12/16		6679486904	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P0044 PSE&G											
			Continued								
	16-01069	07/05/16	MISC GAS BILLS	Continued							
	2	6579810904	148 N MAIN ST #R	32.33	6-01-31-446-001-070	R	07/05/16	07/12/16		6579810904	N
	3	BANK ST 6606292905		81.50	6-09-55-501-001-505	R	07/05/16	07/12/16		6606292905	N
	4	6539567103	140 N MAIN ST	114.53	6-01-31-446-001-143	R	07/05/16	07/12/16		6539567103	N
				464.23							
	Vendor Total:			529.01							
REPUB005 REPUBLIC SERVICES											
	16-00037	01/19/16	Solid Waste Dumpster Agreement		B						
	4	INV 0689-0108950	DATED 3/12	2,845.79	6-01-26-305-001-029	R	01/19/16	07/12/16		0689-002073091	N
	7	RECYCLING MAY		3,112.32	6-01-26-305-001-029	R	05/05/16	07/12/16		0689-002118074	N
	8	INV 0689-002140283	DATED 6/12	3,112.32	6-01-26-305-001-029	R	05/05/16	07/12/16		0689-002140283	N
				9,070.43							
	Vendor Total:			9,070.43							
R0077 ROBERTS ENGINEERING GRP LLC											
	16-01018	06/23/16	14905,14906,14908,14907								
	1	14905	MISC REQUESTS	636.25	6-01-20-165-001-103	R	06/23/16	07/12/16		14905	N
	2	14906	FEMA/FLOOD INSURANCE MAP	250.00	6-01-20-165-001-103	R	06/23/16	07/12/16		14906	N
	3	14908	STORM WATER PERMIT	211.25	6-01-20-165-001-103	R	06/23/16	07/12/16		14908	N
	4	14907	PEDDIE LAKE DAM	266.25	6-01-20-165-001-103	R	06/23/16	07/12/16		14907	N
				1,363.75							
	16-01019	06/23/16	14910,14912								
	1	14910	GENERAL SEWERS	120.00	6-09-55-501-002-508	R	06/23/16	07/12/16		14910	N
	2	14912	ULTRAVIOLET DISINFECTION	1,696.00	6-09-55-501-002-508	R	06/23/16	07/12/16		14912	N
				1,816.00							
	16-01020	06/23/16	14911,14914								
	1	14911	GENERAL WATER	300.00	6-09-55-501-001-508	R	06/23/16	07/12/16		14911	N
	2	14914	REHAB OF DETENTION TANKS	150.50	6-09-55-501-001-508	R	06/23/16	07/12/16		14914	N
				450.50							
	16-01021	06/23/16	14805,14909,14915								
	1	14805	REHAB OF EAST WARD	142.50	C-04-55-879-001-447	R	06/23/16	07/12/16		14805	N

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	Item Description	Amount	Charge Account	Acct Type Description							
R0077 ROBERTS ENGINEERING GRP LLC Continued											
	16-01021 06/23/16 14805,14909,14915		Continued								
	2 14909 ENCHANTMENT	548.75	T-12-56-286-000-888	B ENCHANTMENT RESERVE	R	06/23/16	07/12/16			14909	N
	3 14915 EAST WARD STREET DESIGN	120.00	C-04-55-879-001-447	B REHAB OF EAST WARD ST SEC 20 2016-12	R	06/23/16	07/12/16			14915	N
		811.25									
	Vendor Total:	4,441.50									
S0002 SAFETY KLEEN											
	16-00914 06/07/16 PARTS WASHER SERVICE										
	1 INV. 710083769 - PARTS WASHER	295.00	6-01-26-290-001-039	B General Machinery Parts	R	06/07/16	07/12/16			70083769	N
	Vendor Total:	295.00									
S0746 SAMZIES UNIFORMS, INC											
	16-00495 03/18/16 CLOTHING ALLOWANCE - GENDRON										
	1 CLOTHING ALLOWANCE - GENDRON	613.75	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	03/18/16	07/12/16			99247	N
	16-00577 04/07/16 CLOTHING ALLOWANCE - ESPOSITO										
	1 CLOTHING ALLOWANCE - ESPOSITO	312.36	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	04/07/16	07/12/16				N
	16-00737 05/03/16 CLOTHING ALLOWANCE-STEPHENSON										
	1 CLOTHING ALLOWANCE-STEPHENSON	312.36	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	05/03/16	07/12/16			99246	N
	16-00820 05/16/16 CHIEF GENDRON CLOTHING \$300.00										
	1 CHIEF GENDRON CLOTHING \$300.00	309.81	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	05/16/16	07/13/16			99251	N
	Vendor Total:	1,548.28									
S0842 SANITATION EQUIPMENT CORP.											
	16-00887 06/01/16 ROLLER PARTS TRUCK 10										
	1 ROLLER PARTS TRUCK 10	377.24	6-01-26-305-001-034	B Motor Vehicle Parts & Access.	R	06/01/16	07/13/16			47092	N
	Vendor Total:	377.24									
S0041 SCALES AIR COMPRESSOR CO.											
	16-00758 05/06/16 BLOWER										
	1 AEON PD-XD OIL 1-QRT BOTTLES	302.64	6-09-55-501-002-503	B Sewer Plant Maintenance	R	05/06/16	07/12/16				N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
S0041 SCALES AIR COMPRESSOR CO. Continued											
	16-00758	05/06/16	BLOWER	Continued							
			2 freight	42.12	6-09-55-501-002-503	R	07/12/16	07/12/16		3079721	N
				<u>344.76</u>							
			Vendor Total:	344.76							
S0061 SEA BOX											
	16-00994	06/21/16	CONTAINER RENTAL								
			1 INV. SI23752-CONTAINER RENTAL	75.00	6-01-26-310-001-025	R	06/21/16	07/12/16		SI23752	N
			Vendor Total:	75.00							
W0156 SEARING, WILLIAM											
	16-00955	06/15/16	ORDER NUMBER #236021945								
			1 ITEM #IK-81-8609 LOW HIKER GTX	88.08	6-09-55-501-002-507	R	06/15/16	07/12/16		236021945	N
			Vendor Total:	88.08							
SF001 SIX FLAGS GREAT ADVENTURE											
	16-01126	07/11/16	ADD'L FEE-HURRICANE HARBOR								
			1 ADD'L FEE-HURRICANE HARBOR	100.00	6-01-28-370-002-021	R	07/11/16	07/12/16		7/29/16 DAWES	N
			Vendor Total:	100.00							
S0155 SOFTCOM, INC.											
	16-00657	04/19/16	WEBHOSTING 08/1/16 - 07/31/17								
			1 WEBHOSTING 08/1/16 - 07/31/17	194.40	6-01-20-140-001-060	R	04/19/16	07/12/16		95295	N
			Vendor Total:	194.40							
S1096 STAPLES BUSINESS ADVANTAGE											
	16-00879	06/01/16	HPD OFFICE SUPPLIES								
			1 HDMI CABLE	39.59	6-01-25-240-001-036	R	06/01/16	07/12/16			N
			2 LABEL TAPE	42.94	6-01-25-240-001-036	R	06/01/16	07/12/16			N
				<u>82.53</u>							

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								
S1096 STAPLES BUSINESS ADVANTAGE Continued											
16-01044 06/28/16 HPD OFFICE SUPPLIES											
1 HPD OFFICE SUPPLIES	3.54	6-01-25-240-001-036	B Office Supplies & Equipment	R	06/28/16	07/12/16					N
2 HPD OFFICE SUPPLIES	51.00	6-01-25-240-001-036	B Office Supplies & Equipment	R	06/28/16	07/12/16					N
3 HPD OFFICE SUPPLIES	7.98	6-01-25-240-001-036	B Office Supplies & Equipment	R	06/28/16	07/12/16					N
4 HPD OFFICE SUPPLIES	25.26	6-01-25-240-001-036	B Office Supplies & Equipment	R	06/28/16	07/12/16					N
5 HPD OFFICE SUPPLIES	13.99	6-01-25-240-001-036	B Office Supplies & Equipment	R	06/28/16	07/12/16					N
6 HPD OFFICE SUPPLIES	13.99	6-01-25-240-001-036	B Office Supplies & Equipment	R	06/28/16	07/12/16					N
	<u>115.76</u>										
Vendor Total:	198.29										
S0267 STAVOLA ASPHALT COMPANY											
16-00991 06/21/16 HOT MIX ASPHALT											
1 INV. 51874 - HOT MIX ASPHALT	278.59	6-09-55-501-001-535	B Hydrants and Line Repair	R	06/21/16	07/12/16			51874		N
Vendor Total:	278.59										
R0537 STITCHES N INK											
16-00894 06/01/16 LETTERING FOR GARBAGE TRUCK											
1 INV. 5231 - TRUCK LETTERING	110.00	6-01-26-305-001-034	B Motor Vehicle Parts & Access.	R	06/01/16	07/12/16			5231		N
Vendor Total:	110.00										
S2005 SWAN PUMP & SUPPLY											
16-01003 06/21/16 AIR/VACUUM RELIEF VALVES											
1 AIR/VACUUM RELIEF VALVES	115.80	6-01-31-435-001-075	B Street Lighting	R	06/21/16	07/12/16			103545		N
Vendor Total:	115.80										
T0002 TAMARA L. LEE, PP, AICP, LLA,											
16-01063 07/05/16 INV#42, JOB 06-339-7											
1 INV#42, JOB 06-339-7	57.50	6-01-20-155-001-033	B Litigation	R	07/05/16	07/12/16			42/06-339-7		N
16-01097 07/07/16 Invoice #33-Planning Services											
1 Draft ord. new Route 33 zoning	1,351.25	6-01-21-180-001-105	B General Planning-Consulting	R	07/07/16	07/12/16					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
T1886 TWIN COUNTY JANITORIAL												
	16-00919	06/07/16	LARGE 40 X 48 TRASH BAGS									
	1		L4822K-RL - BLACK 40 X 48	173.10	6-01-20-125-001-035	B Paper Products/Janitorial	R	06/07/16	07/12/16			N
	Vendor Total:			173.10								
T1885 TWIN RIVERS ANIMAL HOSPITAL												
	16-01036	06/28/16	WILBER 38229& CHARLOTTE38230									
	1		WILBER 38229& CHARLOTTE38230	17.46	T-12-56-286-000-861	B ANIMAL WELFARE COMMITTEE	R	06/28/16	07/12/16		30229&30230	N
	Vendor Total:			17.46								
U0007 UNIVAR USA												
	16-00038	01/19/16	Res.2015-61 Liq.Chlorine Sewer			B						
	7		HB820797 DATED 6/17/16	243.00	6-09-55-501-002-526	B Chlorine-Liquid	R	01/19/16	07/12/16		HB820797	N
	16-00039	01/19/16	Res.2015-61 Liq.Chlorine-Water			B						
	5		INV HB822138 DATED 7/7/14	486.00	6-09-55-501-001-526	B Chlorine	R	01/19/16	07/12/16		HB822138	N
	16-00040	01/19/16	Res2015-34 Calcium Hydroxide-w			B						
	5		INV HB819685 CAL HYDROXIDE	930.00	6-09-55-501-001-527	B Calcium Hydroxide - Lime	R	01/19/16	07/12/16		HB819685	N
	6		INV HB822138 DATED 7/7/16	<u>1,240.00</u>	6-09-55-501-001-527	B Calcium Hydroxide - Lime	R	01/19/16	07/12/16		HB822138	N
				2,170.00								
	16-00041	01/19/16	Res2015-34 Calcium Hydroxide-s			B						
	6		HB821292 DATED 6/24/16	620.00	6-09-55-501-002-553	B Calcium Hydroxide (Lime)	R	01/19/16	07/12/16		HB821292	N
	7		INV HB822298 DATED 7/8/16	<u>620.00</u>	6-09-55-501-002-553	B Calcium Hydroxide (Lime)	R	01/19/16	07/14/16		HB822298	N
				1,240.00								
	16-00042	01/19/16	Res.2015-125 Sod.Bicarbonate-s			B						
	6		INV HB820225 SOD BICARB 1	3,905.00	6-09-55-501-002-552	B Sodium Bicarbonate-UNIVAR	R	01/19/16	07/12/16		HB820225	N
	7		INV HB822299 DATED 7/8/16	<u>1,952.50</u>	6-09-55-501-002-552	B Sodium Bicarbonate-UNIVAR	R	05/04/16	07/14/16		HB822299	N
				5,857.50								
	16-00131	01/25/16	Res2015-125Fluorosilicic Acid w			B						
	7		HB820932 DATED 6/20/16 FLUORID	778.80	6-09-55-501-001-528	B Fluorosilic Acid-UNIVAR	R	01/25/16	07/12/16		HB820932	N

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
U0007 UNIVAR USA													
			Continued										
	16-00139	01/26/16	Res.2015-41 Sulfur Dioxide - S			B							
	4 INV	HB820796	DATED 6/17/16	1,035.00	6-09-55-501-002-543		B Sulfur Dioxide (SO 2)	R	01/26/16	07/12/16		HB820796	N
	Vendor Total:			11,810.30									
U0144 UPS													
	16-00971	06/15/16	INVOICE DATED JUNE 11, 2016										
	1 INVOICE	DATED JUNE 11, 2016		10.83	6-01-30-421-001-022		B Postage & Express Charges	R	06/15/16	07/12/16		0000161Y33246	N
	16-01121	07/11/16	INV0000161Y33266 SHIP 161Y33										
	1 INV0000161Y33266	SHIP 161Y33		10.43	6-01-30-421-001-022		B Postage & Express Charges	R	07/11/16	07/12/16		161Y33/L183	N
	Vendor Total:			21.26									
U0013 USA BLUE BOOK													
	16-00901	06/01/16	MISC PLANT SUPPLY										
	1 ITEM #70565	KOP KIT		107.10	6-09-55-501-002-503		B Sewer Plant Maintenance	R	06/01/16	07/12/16			N
	2 ITEM #70572	INJECTION CHECK		66.00	6-09-55-501-002-503		B Sewer Plant Maintenance	R	06/01/16	07/12/16			N
	3 ITEM #11247	GALLON STRIKE		1,689.95	6-09-55-501-002-503		B Sewer Plant Maintenance	R	06/01/16	07/12/16			N
	4 ITEM #88799	PLUS ZAP INSECT		264.95	6-09-55-501-002-503		B Sewer Plant Maintenance	R	06/01/16	07/12/16			N
	5 FREIGHT			41.63	6-09-55-501-002-503		B Sewer Plant Maintenance	R	06/13/16	07/12/16		968251	N
				<u>2,169.63</u>									
	16-00905	06/01/16	MISC PLANT SUPPLY										
	1 ITEM #45400	1" UNION PART		13.18	6-09-55-501-002-503		B Sewer Plant Maintenance	R	06/01/16	07/12/16			N
	2 ITEM #30895	1" SPIGOT X THRD		22.50	6-09-55-501-002-503		B Sewer Plant Maintenance	R	06/01/16	07/12/16			N
	3 FREIGHT			14.95	6-09-55-501-002-503		B Sewer Plant Maintenance	R	06/13/16	07/12/16		965665	N
				<u>50.63</u>									
	Vendor Total:			2,220.26									
V0504 VAN CLEEF ENGINEERING ASSOC.													
	16-01025	06/23/16	EAST WARD STREET 1601HG-1										
	1 EAST WARD STREET	1601HG-1		7,636.00	C-04-55-879-001-447		B REHAB OF EAST WARD ST SEC 20 2016-12	R	06/23/16	07/12/16		1601HG-1	N
	Vendor Total:			7,636.00									

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
V0019 VERIZON											
	16-01034	06/28/16	201Z02932023918Y DATED 6/16/16								
	1	201Z02932023918Y DATED 6/16/16	54.76	6-09-55-501-003-545	B Telephone-w/S-VERIZON	R	06/28/16	07/12/16		201Z02932023918	N
	Vendor Total:		54.76								
V0022 VERIZON WIRELESS											
	16-01007	06/22/16	442014572-00001 DATED 6/10/16								
	1	442014572-00001 DATED 6/10/16	200.18	6-01-31-440-001-090	B Telephone-verizon-Police Phones	R	06/22/16	07/12/16		9766832095	N
	Vendor Total:		200.18								
V0290 VITAL COMMUNICATIONS INC.											
	16-00967	06/15/16	INV 65189 DATED 6/1/16								
	1	INV 65189 DATED 6/1/16	204.00	6-01-20-150-001-029	B Maintenance Contracts	R	06/15/16	07/12/16		65189	N
	Vendor Total:		204.00								
W0002 W.B. MASON CO., INC.											
	16-00837	05/18/16	OFFICE SUPPLIES								
	1	OFFICE SUPPLIES - COURT	198.92	6-01-20-176-000-036	B Office Supplies	R	05/18/16	07/12/16			N
	2	OFFICE SUPPLIES - AWWTP	31.16	6-09-55-501-002-509	B Office Supplies - Admin.	R	05/18/16	07/12/16			N
	3	OFFICE SUPPLIES - CENTRAL	396.94	6-01-20-125-001-036	B Office Supplies	R	05/18/16	07/12/16			N
	4	SIGNATURE STAMP #WBM54196	29.99	6-01-20-125-001-036	B Office Supplies	R	05/18/16	07/12/16			N
			<u>657.01</u>								
	16-00910	06/03/16	OFFICE SUPPLIES - CENTRAL								
	1	OFFICE SUPPLIES - CENTRAL	264.30	6-01-20-125-001-036	B Office Supplies	R	06/03/16	07/12/16			N
	16-01043	06/28/16	HPD OFFICE SUPPLIES								
	1	HPD OFFICE SUPPLIES	5.36	6-01-25-240-001-036	B Office Supplies & Equipment	R	06/28/16	07/12/16			N
	2	HPD OFFICE SUPPLIES	108.40	6-01-25-240-001-036	B Office Supplies & Equipment	R	06/28/16	07/12/16			N
	3	HPD OFFICE SUPPLIES	1.58	6-01-25-240-001-036	B Office Supplies & Equipment	R	06/28/16	07/12/16			N
	4	HPD OFFICE SUPPLIES	43.50	6-01-25-240-001-036	B Office Supplies & Equipment	R	06/28/16	07/12/16			N
			<u>158.84</u>								
	Vendor Total:		1,080.15								

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
W0073 WASTE MANAGEMENT OF NJ, INC.												
	16-00044	01/20/16	2016 Recycling Contract		B							
	7	INV2679798-0502-0	DATED 6/1/16	2,668.00	6-01-26-311-001-029	B Recycling Contract co-mingle-paper/cdbd	R	01/20/16	07/12/16		2679798-0502-0	N
	Vendor Total:			2,668.00								
W0071 WASTE MGMT OF NEW JERSEY, INC.												
	16-00045	01/20/16	2016 Sludge Cake		B							
	26	INV 69997	DATED 4/29/16	1,433.13	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	05/10/16	07/12/16		2680028-0502-9	N
	27	INV 71617	DATED 5/03/16	1,605.18	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	05/10/16	07/12/16		2680028-0502-9	N
	28	INV 74150	DATED 5/09/16	1,752.12	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	05/10/16	07/12/16		2680028-0502-9	N
	29	INV 76942	DATED 5/10/16	1,508.46	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	05/10/16	07/12/16		2680028-0502-9	N
	30	INV 80658	DATED 5/16/16	1,476.84	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	05/10/16	07/12/16		2680028-0502-9	N
	31	INV 82963	DATED 5/17/16	1,563.33	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	05/10/16	07/12/16		2680028-0502-9	N
	32	INV 88611	DATED 5/24/16	1,680.51	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	05/10/16	07/12/16		2680028-0502-9	N
	33	INV 88612	DATED 5/24/16	1,463.82	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	06/08/16	07/12/16		2680028-0502-9	N
	34	INV 93829	DATED 5/27/16	1,311.30	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	06/08/16	07/12/16		2680028-0502-9	N
	35	6/02/16	TICKET NO 95056	1,479.63	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	06/08/16	07/12/16		268589105025	N
	36	6/06/16	TICKET NO 98696	1,352.22	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	06/08/16	07/12/16		268589105025	N
	37	6/08/16	TICKET NO 100603	1,416.39	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	06/08/16	07/12/16		268589105025	N
	38	6/09/16	TICKET NO 101225	1,700.97	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	06/08/16	07/12/16		268589105025	N
	39	6/15/16	TICKET NO 106062	1,510.32	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	06/08/16	07/12/16		268589105025	N
	40	6/15/16	TICKET NO 106064	1,608.90	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	06/08/16	07/12/16		268589105025	N
	41	6/21/16	TICKET NO 111192	1,479.63	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	06/08/16	07/12/16		268589105025	N
	42	6/24/16	TICKET NO 113158	1,589.37	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	06/08/16	07/12/16		268589105025	N
	43	6/28/16	TICKET NO 116445	1,455.45	6-09-55-501-002-538	B Sludge Removal/Disposal-Waste Management	R	06/08/16	07/12/16		268589105025	N
				<u>27,387.57</u>								
	16-00046	01/20/16	2016 Grit&Screening-Res2015-43		B							
	6	502-0041956-0502-9		1,290.91	6-09-55-501-002-540	B Grit/Screening Disposal-Waste Mgmt	R	01/20/16	07/12/16		502004195605029	N
	7	INV 2685875-0502-8		2,978.32	6-09-55-501-002-540	B Grit/Screening Disposal-Waste Mgmt	R	01/20/16	07/12/16		2685875-0502-8	N
	Vendor Total:			4,269.23								
W0096 WATER WORKS SUPPLY CO., INC.												
	16-00930	06/09/16	JOSEPH STREET WATER EXTENSION									
	1	WATER LINE EXT PARTS-JOSEPH ST		11,995.85	C-08-55-943-001-544	B Water Main Extension Sec 20 2009-15	R	06/09/16	07/12/16		IF86045	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							
W0096 WATER WORKS SUPPLY CO., INC. Continued											
	16-00930 06/09/16 JOSEPH STREET WATER EXTENSION		Continued								
	2 FREIGHT	57.18	C-08-55-943-001-544	B Water Main Extension Sec 20 2009-15	R	07/11/16	07/12/16			IF86047	N
		<u>12,053.03</u>									
	Vendor Total:	12,053.03									
W0286 WEST WINDSOR TOWNSHIP											
	16-00920 06/07/16 2nd QTR HEALTH SERVICE AGREEMN										
	1 2nd QTR HEALTH SERVICE AGREEMN	7,148.00	6-01-43-511-001-026	B West Windsor Health Contract	R	06/07/16	07/12/16			2ND QTR HEALTH	N
	Vendor Total:	7,148.00									
W0094 WILLIAMS SCOTSMAN INC.											
	16-00993 06/21/16 CONTAINER RENTAL										
	1 INV. 98986395-CONTAINER RENTAL	178.04	6-01-26-310-001-025	B Building Rental	R	06/21/16	07/12/16			98986395	N
	Vendor Total:	178.04									
WIREL005 WIRELESS ELECTRONICS, INC.											
	16-00915 06/07/16 MAINTENANCE AGREEMENT										
	1 MAINTENANCE AGREEMENT	830.00	6-01-25-240-001-029	B Maint. Contracts - Other	R	06/07/16	07/12/16				N
	Vendor Total:	830.00									
WOOLS005 WOOLSON SUTPHEN ANDERSON, PC											
	16-00974 06/20/16 Professional Ser. - April 2016										
	1 Attend 4/11/16 Planning Bd Mtg	450.00	6-01-21-180-001-107	B Planning Board - Attorney	R	06/20/16	07/12/16				N
	2 Professional Serv. April P.B.	84.00	6-01-21-180-001-107	B Planning Board - Attorney	R	06/20/16	07/12/16				N
	3 Prof. Ser. Affordable Housing	<u>294.00</u>	6-01-21-180-001-107	B Planning Board - Attorney	R	06/20/16	07/12/16				N
		828.00									
	16-00975 06/20/16 Prof. Services Yash Auto										
	1 Prof. Serv. Yash Auto Ext. Res	140.00	YASH1306	P YASH AUTO SERVICE, INC	R	06/20/16	07/12/16				N
	16-00976 06/20/16 WIndsor Property Associates										
	1 Windsor Prop. Associates	70.00	WIND1601	P WINDSOR PROPERTY ASSOC., LLC	R	06/20/16	07/12/16				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							
WOOLS005 WOOLSON SUTPHEN ANDERSON, PC Continued											
	16-01099 07/07/16 May 9th Professional Services										
	1 5/9/16-Meeting attendance P.B.	450.00	6-01-21-180-001-107	B Planning Board - Attorney	R	07/07/16	07/12/16				N
	2 5/9/16-rev agenda/meeting prep	29.50	6-01-21-180-001-107	B Planning Board - Attorney	R	07/07/16	07/12/16				N
	3 May - Professional Services	302.00	6-01-21-180-001-107	B Planning Board - Attorney	R	07/07/16	07/12/16				N
		781.50									
	16-01100 07/07/16 Ref ht16-02yash										
	1 rev. emails/resolution/researc	70.00	YASH1306	P YASH AUTO SERVICE, INC	R	07/07/16	07/12/16				N
	Vendor Total:	1,889.50									
Y0025 YOSTEMBSKI, ROBERT											
	16-00911 06/07/16 PROSECUTOR FEES - MAY 2016										
	1 PROSECUTOR FEES - MAY 2016	1,200.00	6-01-25-275-001-111	B Municipal Prosecutor	R	06/07/16	07/12/16				N
	16-01016 06/23/16 SPECIAL DUI SESSION 6/13/16										
	1 SPECIAL DUI SESSION 6/13/16	300.00	G-02-41-719-008-315	B ALCOHOL ED REHAB 2013	R	06/23/16	07/12/16		6/13/16		N
	Vendor Total:	1,500.00									
Total Purchase Orders: 168 Total P.O. Line Items: 368 Total List Amount: 272,853.16 Total Void Amount: 0.00											

Totals by Year-Fund						
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Project Total	Total
	5-09	6,750.00	0.00	0.00	0.00	6,750.00
CURRENT FUND	6-01	148,095.62	0.00	0.00	0.00	148,095.62
	6-09	73,403.33	0.00	0.00	0.00	73,403.33
	6-21	0.00	0.00	0.00	13,760.78	13,760.78
Year Total:		221,498.95	0.00	0.00	13,760.78	235,259.73
GENERAL CAPITAL	C-04	16,001.39	0.00	0.00	0.00	16,001.39
WATER/SEWER CAPITAL	C-08	12,053.03	0.00	0.00	0.00	12,053.03
Year Total:		28,054.42	0.00	0.00	0.00	28,054.42
	G-02	300.00	0.00	0.00	0.00	300.00
TRUST OTHER - FUND #12	T-12	781.31	0.00	0.00	0.00	781.31
ANIMAL CONTROL TRUST FUND #13	T-13	28.20	0.00	0.00	0.00	28.20
HOUSING TRUST FUND-RECAPTURED FUNDS	T-26	1,679.50	0.00	0.00	0.00	1,679.50
Year Total:		2,489.01	0.00	0.00	0.00	2,489.01
Total of All Funds:		259,092.38	0.00	0.00	13,760.78	272,853.16

Project Description	Project No.	Project Total
DEMO-BANK STREET PROPERTY	RBG-DEMO	13,480.78
WINDSOR PROPERTY ASSOC., LLC	WIND1601	70.00
YASH AUTO SERVICE, INC	YASH1306	210.00
Total of All Projects:		<u>13,760.78</u>

Resolution 2016-147

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

RESOLUTION OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER AUTHORIZING EXECUTION OF REDEVELOPMENT AGREEMENT FOR PORTION OF THE RUGMILL REDEVELOPMENT AREA

WHEREAS, pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*, by Resolution 2003-19 duly adopted on December 1, 2003, the Borough Council (“Borough Council”) of the Borough of Hightstown (the “Borough”) designated the properties known as Tax 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 Borough’s official tax map (collectively, the “Redevelopment Area”), as an “area in need of redevelopment”; and

WHEREAS, a revised redevelopment plan (“Redevelopment Plan”) containing development standards for that portion of the Redevelopment Area which is known as Sub-Area I (Bank Street) was adopted by Ordinance Number 2015-04 of the Borough Council on April 20, 2015, which revised those redevelopment plans for the Redevelopment Area previously adopted by the Borough on September 7, 2004, October 2, 2006, and October 6, 2008; and

WHEREAS, RBG Hightstown, LLC (“RBG”) has presented to the Borough a plan for the redevelopment of that portion of the Redevelopment Area consisting of Block 30, Lots 1-7, Block 30, Lots 10-13, and Block 21, Lots 1-5 & 26 on the Borough’s official tax map (collectively, the “Project Area”), which constitutes part of Sub-Area I (Bank Street); and

WHEREAS, by Resolution 2016-42 duly adopted on February 1, 2016, the Borough Council designated RBG as the conditional redeveloper for the Project Area; and

WHEREAS, on February 1, 2016, the Borough and RBG entered into that certain Conditional Redeveloper’s Agreement (“Conditional Redeveloper’s Agreement”) for the purpose of setting forth the terms and conditions under which RBG would be designated the official redeveloper of the Project Area; and

WHEREAS, by Resolution 2016-119 duly adopted on May 16, 2016, the Borough Council extended RBG’s designation as conditional redeveloper for the Project Area, and the time period during which RBG was required to satisfy the terms and conditions of the Conditional Redeveloper’s Agreement, through September 30, 2016; and

WHEREAS, the Borough recognizes that RBG has now satisfied all the terms and conditions of the Conditional Redeveloper’s Agreement; and

WHEREAS, the Borough has reviewed the concept proposal submitted by RBG for the Project Area and found same consistent with the Borough's goals for redeveloping the Project Area; and

WHEREAS, the Borough desires to designate RBG as the redeveloper of the Project Area and to authorize the execution of a redevelopment agreement by and between the Borough and RBG, in substantially the same form as that on file with the Borough Clerk (the “Redevelopment Agreement”).

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

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

Section 2. RBG is hereby designated as the redeveloper of the Project Area, subject to the execution by the Borough and RBG of the Redevelopment Agreement.

Section 3. The Mayor is authorized to execute the Redevelopment Agreement with RBG for the redevelopment of the Project Area, in substantially the same form as that on file with the Borough Clerk.

Section 4. This resolution shall take effect immediately.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 18, 2016

Margaret M. Riggio
Deputy Borough Clerk

RECORD AND RETURN TO:

**REDEVELOPMENT AGREEMENT AND COVENANTS
FOR TAX BLOCK 30, LOTS 1-7; TAX BLOCK 30, LOTS 10-13; AND TAX BLOCK 21,
LOTS 1-5 AND 26**

by and between

**THE BOROUGH OF HIGHTSTOWN
As Redevelopment Entity**

and

**RBG HIGHTSTOWN LLC
As Redeveloper**

Date: _____

EXHIBITS

- Exhibit 1. Project Schedule
- Exhibit 2. Concept Plan
- Exhibit 3. Phasing Plan
- Exhibit 4. Governmental Approvals
- Exhibit 5. Legal Description of Firehouse Parcel
- Exhibit 6. Legal Description of Municipal Building Property
- Exhibit 7. Legal Description of Firehouse Parcel Parking Spaces

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT AND COVENANTS (the "Agreement"), dated as of _____ (the "Effective Date"), by and among the **BOROUGH OF HIGHTSTOWN** (the "Borough"), a body corporate and politic of the State of New Jersey with offices at 156 Bank Street, Hightstown, New Jersey 08520, acting in the capacity as a redevelopment entity pursuant to the provisions of the "Local Redevelopment and Housing Law", N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law") and **RBG HIGHTSTOWN LLC** (the "Redeveloper") with offices at 3930 N. Flagler Drive, Suite 202, West Palm Beach, Florida 33407, (singularly, a "Party", collectively referred to as the "Parties").

W-I-T-N-E-S-S-E-T-H: Recitals

WHEREAS, pursuant to the Redevelopment Law, by Resolution 2003-19 duly adopted on December 1, 2003, the Borough Council ("Borough Council") designated the properties known as Tax 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 Borough's official tax map (collectively, the "Redevelopment Area"), as an "area in need of redevelopment" pursuant to the Redevelopment Law; and

WHEREAS, a revised redevelopment plan ("Redevelopment Plan") containing development standards for that portion of the Redevelopment Area which is known as Sub-Area I (Bank Street) was adopted by Ordinance Number 2015-04 of the Borough Council on April 20, 2015, which revised those redevelopment plans for the Redevelopment Area previously adopted by the Borough on September 7, 2004, October 2, 2006, and October 6, 2008; and

WHEREAS, the Borough Council has been presented with a plan by the Redeveloper for the redevelopment of that portion of the Redevelopment Area consisting of Block 30, Lots 1-7, Block 30, Lots 10-13, and Block 21, Lots 1-5 & 26 on the Borough's official tax map (collectively, the "Project Area"), which constitutes part of Sub-Area I (Bank Street) and which shall also be known as The Mills at Hightstown; and

WHEREAS, by Resolution 2016-42 duly adopted on February 1, 2016, the Borough Council designated Redeveloper as the conditional redeveloper for the Project Area; and

WHEREAS, on February 1, 2016, the Borough and the Redeveloper entered into that certain Conditional Redeveloper's Agreement ("Conditional Redeveloper's Agreement") for the purpose of setting forth the terms and conditions under which the Redeveloper would be designated the official redeveloper of the Project Area; and

WHEREAS, by Resolution 2016-119 duly adopted on May 16, 2016, the Borough Council extended Redeveloper's designation as conditional redeveloper for the Project Area, and the time period during which Redeveloper was required to satisfy the terms and conditions of the Conditional Redeveloper's Agreement, through September 30, 2016; and

WHEREAS, the Borough recognizes that the Redeveloper has now satisfied all the terms and conditions of the Conditional Redeveloper's Agreement, including, *inter alia*, a negotiated form of this Agreement and a concept proposal for Redeveloper's redevelopment of the Project Area; and

WHEREAS, Redeveloper, through its Affiliate (as this term is hereinafter defined), Millprop Hightstown, L.P., is the fee simple owner of that portion of the Project Area consisting of Block 30, Lots 1-7, and Block 21, Lots 1-5 & 26 on the Borough's official tax map ("Millprop Property"); and

WHEREAS, the Borough is the owner of that portion of the Project Area consisting of Block 30, Lots 10-13 on the Borough's official tax map ("Borough Property"); and

WHEREAS, the concept proposal from Redeveloper for the Project Area has been reviewed and found consistent with the Borough's goals for redeveloping the Project Area; and

WHEREAS, the Borough desires to designate Redeveloper as redeveloper of the Project Area, subject to certain conditions; and

WHEREAS, the Borough and Redeveloper have agreed to the terms and conditions with respect to the redevelopment of the Project Area and the payment of certain costs in connection with same.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and for the benefit of the parties hereto and general public, and further to implement the purposes of the Redevelopment Law and the Redevelopment Plan, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. The following words and phrases shall have the meanings ascribed to such words and phrases below, such definitions to be applicable to the singular and plural forms and to the upper and lower case initial letters:

"Affiliate" means with respect to the Redeveloper, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with, the Redeveloper.

"Affordable Housing Fee" is defined in **Section 3.04**.

"Agreement" is defined in the Preamble.

"Appeal Period" means the period of time specified by statute or court rule within which an appeal may be taken, by any Party or other Person, of a determination of a Governmental

Approval and includes the period for filing an appeal to an appellate court after entry of a judgment or decision by a lower court or Governmental Agency.

"Applicable Law" means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding action which, in any case, shall be enacted, adopted, promulgated, issued or enforced by any Governmental Authority, Governmental Agency and/or court of competent jurisdiction that relates to or affects the Parties or any of them, the Project Area (or any portion thereof), the Project (or any portion or Phase thereof), the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights under this Agreement. "Applicable Law" shall include, without limitation, the Municipal Land Use Law, the Redevelopment Law, and all Environmental Laws.

"Borough" is defined in the Preamble.

"Borough Costs" is defined in **Section 3.03**.

"Borough Council" is defined in the Recitals.

"Borough Covenants" is defined in **Section 10.04**.

"Borough Indemnified Parties" means the Borough and its respective officers, elected officials, agents, employees, contractors and consultants.

"Borough Property" is defined in the Recitals.

"Borough's Additional Obligations" is defined in **Section 5.06**.

"Certificate of Completion" is defined in **Section 9.02**.

"Certificate of Occupancy" means, as applicable, a permanent or temporary certificate of occupancy, as such term is defined in the New Jersey Administrative Code, issued by the Borough with respect to the Project (or any portion or Phase thereof), upon Completion of the Project (or any portion or Phase thereof).

"Change in Law" means the enactment, promulgation, modification or repeal of or with respect to any Applicable Law subsequent to the Effective Date, which establishes requirements affecting performance by the Party relying thereon as a justification for its failure to perform any obligation under this Agreement which are materially more burdensome than and adversely inconsistent with the requirements which are applicable to the performance of such obligations as of the Effective Date. Actions or inactions of the Borough shall not constitute a Change in Law giving rise to a suspension of any performance or other obligation of the Borough under this Agreement, provided however, that the actions or inactions (including without limitation, any denial or conditional approval) of the Planning Board shall not be deemed to constitute a Change in Law for purposes of relieving the Redeveloper of any performance or other obligation under this Agreement. However, if any Planning Board action is appealed, the Redeveloper's performance obligations hereunder shall be tolled and/or extended by the amount of time during

which such appeal of the Borough Planning Board's action (whether approval, denial or conditional approval) is continuing.

"Change in Plans" is defined in **Section 10.03**.

"Commence Construction" or "Commencement of Construction" means the beginning of physical construction of the Project (or any portion or Phase thereof).

"Communications" is defined in **Section 7.04**.

"Completion", "Complete" or "Completed" means with respect to the Project (or any portion or Phase thereof), that (a) all work related to the Project (or any portion or Phase thereof), or any other work or actions to which such term is applied, has been completed, acquired and/or installed in accordance with the Agreement and in compliance with Applicable Law so that (i) the Project (or portion or Phase thereof) that has been Completed, may, in all respects, be used and operated under the applicable provisions of this Agreement, or (ii) with respect to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed, (b) all permits, licenses and Governmental Approvals that are required in order that a Certificate of Completion can be issued for the Project (or portion or Phase thereof) that has been Completed, or such other work or action to which such term is applied, are in full force and effect, and (c) such Completion has been evidenced by a written notice provided to the Borough by the Redeveloper (or its successors, including any Transferee) with respect to the Project (or portion or Phase thereof) which determination is reasonably acceptable to the Borough.

"Completion Date" is defined in **Section 2.06**.

"Conditional Redeveloper's Agreement" is defined in the Recitals.

"Control" (including the correlative meanings of the terms "Controlled by" and "under common Control with"), as used with respect to the Redeveloper, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of another entity, whether through the ownership of voting securities or by contract or otherwise.

"Days" means calendar days.

"Designated Representative" is defined in **Section 6.05**.

"Effective Date" is defined in the Preamble.

"Environmental Condition" is defined in **Section 4.01**.

"Environmental Law" or "Environmental Laws" means any and all federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to pollution, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances, presently in effect or hereafter amended, modified, or adopted including, but not

limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. sect. 9601-9675); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. sect. 6901, *et seq.*), the Clean Water Act (33 U.S.C. sect. 1251, *et seq.*); the New Jersey Spill Compensation and Control Act (N.J.S.A. 58:10-23.11, *et seq.*); the Industrial Site Recovery Act, as amended (N.J.S.A. 13:1K-6, *et seq.*); the New Jersey Underground Storage of Hazardous Substances Act (N.J.S.A. 58:10A-21, *et seq.*), the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 *et seq.*); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1, *et seq.*); and the New Jersey Site Remediation and Recovery Act (N.J.S.A. 58:10C-1, *et seq.*); and the rules and regulations promulgated thereunder.

“Escrow Account” is defined in **Section 3.03**.

“Estoppel Certificate” is defined in **Section 2.07**.

"Event of Default" means the occurrence of any event of default by Redeveloper or any event of default by Borough, as the case may be, under this Agreement.

"Exhibit" means any exhibit attached hereto which shall be deemed to be a part of this Agreement as if set forth in the text hereof.

"Final Site Plan" means the final Site Plan prepared by the Redeveloper in accordance with the Municipal Land Use Law with respect to the Project, or a Phase thereof, as applicable, for review and approval by the Planning Board.

"Financial Institution" shall mean a bank, savings bank, savings and loan association, mortgage lender, insurance company, pension fund, real estate investment trust, investment bank and any publicly traded company engaged in the business of lending and/or development of real estate or recognized reputable source of construction and permanent financing for the project chartered under the laws of the United States of America, and/or any State thereof.

“Firehouse Parcel” means the portion of the Project Area described in more detail in **Exhibit 5** hereto, currently designated as Block 30, Lot 13 on the Borough’s tax maps.

“Firehouse Parcel Parking Spaces” means the portion of the Project Area consisting of the twenty (20) surface parking spaces depicted in **Exhibit 7** hereto.

“Foreclosure” is defined in **Section 14.03**.

"Governmental Agency" or "Governmental Authority" means, as the context requires, the federal government, the State or other political subdivision thereof, and/or any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government and/or any other governmental entity with authority over any part of the permitting, construction or operation of the Project and/or the Project Area.

"Governmental Application" or "Governmental Applications" shall mean any and all submissions, supporting documents, reports or other proofs transmitted to any Governmental

Authority for the purpose of obtaining a Governmental Approval of any aspect of the Project or the Project Area. "Governmental Applications" shall also include, without limitation, any submission of any kind, relevant communications, exhibits, notice of meetings and telephone conferences, relating to any Governmental Application.

"Governmental Approval" or "Governmental Approvals" means any and all necessary reviews, consents, permits or other approvals of any kind legally required by any Governmental Authority or Governmental Agency, or quasi-governmental entity required to be obtained with respect to the Project and/or the Project Area, with all applicable Appeal Periods having expired without any appeal having been taken by a third party therefrom or, if an appeal has been taken, such appeal having been disposed of to the reasonable satisfaction of the Parties without the right to further appeal or, if there is a right to further appeal, the time period therefore having expired without a further appeal having been taken.

"Hazardous Materials or Substances" means any substance, chemical or waste that is listed as hazardous or otherwise requires Remediation under any Environmental Law.

"Holder" is defined in **Section 14.01**.

"Holder Failure" is defined in **Section 14.04**.

"Impositions" shall mean all taxes, assessments (including all assessments for public improvements or benefits), water fees, sewer fees or other rents, rates and charges, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Project Area or on any of the Project Improvements constructed thereon.

"Insurance Requirements" shall mean all requirements set forth in the terms of any insurance policy(ies) covering or applicable to all or any portion of the Project Area or applicable to any Project Improvements thereon, or any easement for the benefit of the Redeveloper granted by the Borough, any and all requirements of the issuer of any such policy, and any and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting all or any portion of the Project Area, the Project Improvements thereon, or the use or condition thereof.

"Local Office" is defined in **Section 6.07**.

"LSRP" is defined in **Section 4.01**.

"Market Conditions" means conditions of the real estate market and financing market as they affect the Project (or a portion or Phase thereof) as demonstrated by an independent market study reasonably acceptable to the Borough.

"Millprop Property" is defined in the Recitals.

“Municipal Building Property” means the parcels designated on the Borough’s tax maps as Block 30, Lots 10, 11 & 12, as described in more detail in **Exhibit 6** attached hereto.

"Municipal Land Use Law" means the New Jersey Municipal Land Use Law, as codified at N.J.S.A. 40:55D-1 et seq., and the acts amendatory thereof and supplemental thereto.

“Municipal Space” is defined in **Section 2.10(c)**.

“New Firehouse Parcel” is defined in **Section 2.11(b)**.

"NJDEP" means the New Jersey Department of Environmental Protection, and any successor Governmental Authority to which its powers may be transferred.

“Party” or “Parties” is defined in the Preamble.

"Permitted Transfer" or “Permitted Transfers” is defined in **Section 12.04**.

"Person" means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, urban renewal entity, institution, or any other entity.

“Phase” means a phase of the Project and may refer to Phase 1 or Phase 2.

“Phase 1” is defined in **Section 2.03**.

“Phase 2” is defined in **Section 2.03**.

"Planning Board" means the Borough Planning Board.

"Preliminary Site Plan" means the preliminary Site Plan prepared by the Redeveloper in accordance with the Municipal Land Use Law with respect to the Project, or a Phase thereof, as applicable, for review and approval by the Planning Board.

“Progress Meetings” is defined in **Section 7.01**.

“Progress Report” is defined in **Section 7.02**.

“Project” is defined in **Section 2.03**.

"Project Area" is defined in the Recitals.

“Project Costs” is defined in **Section 3.02**.

"Project Improvements" means all buildings, structures, improvements, site preparation work, Project Infrastructure, Public Improvements, and amenities necessary for the implementation and completion of the Project, or any Phase thereof, and any work incidental thereto, including such work as may be required in connection with permits and Governmental

Approvals for the Project, or any Phase thereof. "Project Improvements" also include but are not limited to, grading, site drainage, drainage outfalls, walkways, water service, storm and sanitary sewers, and other utilities, (including electric, gas, telephone and cable services which are to be built underground unless permitted otherwise by the Borough), parking, lighting, landscaping, and interior roadways.

"Project Information" is defined in **Section 15.11**.

"Project Infrastructure" means: (a) all roadways, bridges and site infrastructure improvements; (b) grading, site drainage, drainage outfalls, walkways, subsurface excavation and other site preparatory work for the Project, lighting within on-site parking areas, landscaping, fire hydrants and interior roadways, in each case, as more particularly described in the construction plans and specifications; (c) water and sewer service lines for the Project Area, including hook-ups and service laterals from a building to the curb for water, storm and sanitary sewers, and other utilities, including electric, gas, telephone and cable services (which are to be built underground); and (d) all other improvements which are or may be required to accommodate construction, occupancy and use of the Project. "Project Infrastructure" shall include such infrastructure improvements as identified in (i) the Remediation Permits, (ii) the Governmental Approvals, and (iii) such other Project Improvements to be constructed by the Redeveloper.

"Project Schedule" means the schedule for the design, permitting, financing, construction and Completion of the Project by the Redeveloper, as same may be amended from time to time. The proposed Project Schedule is attached hereto as **Exhibit 1**.

"Public Improvements" means those Project Improvements, if any, to be dedicated to, and accepted by, the Borough.

"Redeveloper" is defined in the Preamble.

"Redeveloper Covenants" is defined in **Section 10.03**.

"Redeveloper Indemnified Parties" means the Redeveloper and its respective officers, directors, employees and agents, and the Redeveloper's successors and assigns, as the case may be.

"Redevelopment Area" is defined in the Recitals.

"Redevelopment Law" is defined in the Preamble.

"Redevelopment Plan" is defined in the Recitals.

"Redevelopment Plan Amendment" is defined in **Section 2.09**.

"Remediation" means the performance and completion of all investigations and cleanup, wetlands mitigation, and any and all other activities necessary or required for the cleanup or

containment of all substances including, without limitation, Hazardous Substances, known or unknown, on, under or migrating to or from the Project Area, and the construction of the remedial systems, all in compliance with Applicable Law and Governmental Approvals, and in accordance with Environmental Laws, to address any environmental contamination or condition or environmental damage to any natural resource including but not limited to air, groundwater, surface water or soil, required to implement the Project.

"Remediation Costs" means any and all costs incurred in carrying out or undertaking the Remediation of the Property.

"Remediation Permits" means any applicable permit, license or approval issued by NJDEP (or other Governmental Authority having competent jurisdiction) or any approval, confirmation, certification or Remedial Action Outcome issued or provided by a New Jersey Licensed Site Remediation Professional as defined in N.J.S.A. 58:10C-1, necessary for the Remediation, as the same may have been amended or supplemented from time to time subsequent to the Effective Date and prior to the date that the Remediation is Completed, pursuant to Applicable Law.

"Rocky Brook Walkway" is defined in Section 2.11(d).

"Site Plan" means either the Preliminary Site Plan or Final Site Plan or both, as applicable, depicting those aspects of the Project Area and Project Improvements required pursuant to the Borough's site plan ordinance and pursuant to N.J.S.A. 40:55D-7.

"Subdivision" is defined in **Section 2.11(a)**.

"Substantial Completion" means that the requirements set forth in clauses (a) through (c), inclusive, of the definition of "Completion" have been satisfied, with the exception of certain immaterial portions of the work relating to the Project Improvements that have not been Completed, or such other work which remains to be Completed, as long as the Redeveloper, with respect to the Project Improvements, (a) has prepared and delivered to the Borough a "punch list" of items requiring completion or correction in order for the Redeveloper to fully comply with the terms of this Agreement; and (b) the "punch list" items have been reasonably agreed to by the Borough; and (c) such "punch list" items are capable of being Completed within ninety (90) Days of the date that Completion is certified, as set forth in the written notice provided under (c) of the definition of Completion, or such later date as is mutually acceptable to the Parties, as long as the public health, welfare or safety is not impaired by such additional time for Completion; and provided further, that all such "punch list" items shall be Completed under all circumstances within (i) one hundred eighty (180) Days following the date that Completion is certified, or such later date as is mutually acceptable to the Parties, as provided above, with respect to the exterior of any buildings and (ii) three hundred sixty-five (365) Days following the date that Completion is certified, or such later date as is mutually acceptable to the Parties, as provided above, with respect to the interiors of any buildings. "Substantial Completion" shall be evidenced by issuance of a temporary Certificate of Occupancy for the Project Improvements, or any portion thereof that has been Substantially Completed.

"Tolling Event" means (i) an act or omission by one Party or a third party that is identified as a Tolling Event or Uncontrollable Circumstance under this Agreement; or (ii) any reasonable request by one Party to the other to extend the time for performance of any obligation, requirement, commitment or responsibility arising pursuant to this Agreement, which request is granted by the other Party.

"Transfer" is defined in **Section 12.03**.

"Uncontrollable Circumstance" means the events or conditions set forth below, or any combination thereof, that has (have) had or may reasonably be expected to have a material adverse effect on the rights or obligations of the Parties to this Agreement, provided however, that such act, event or condition shall be beyond the reasonable control of the Party relying thereon as justification for not performing obligation or complying with any condition required of such Party under the terms of this Agreement:

(a) An act of God, such as severe natural conditions such as landslide, lightning strike, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions affecting delivery of materials or similar cataclysmic occurrence, nuclear catastrophe, an act of a public enemy, acts of terrorism, war, blockade, insurrection, riot, general unrest or general restraint of government and people, provided however, that any question as to whether any such conditions should be deemed to constitute an Uncontrollable Circumstance shall be considered in light of good engineering practice and industry standards to protect against reasonably foreseeable severe weather conditions (such as, but not limited to, seasonable temperature and precipitation), taking into account the geographic location and topographic and geotechnical conditions of the Project Area.

(b) a Change in Law.

(c) Action or inaction by any Governmental Authority or Governmental Agency which precludes or delays the Party relying thereon from performing its obligations under this Agreement, provided however, that (i) such action or failure to act shall not be the result of the willful, intentional or negligent action or inaction of the Party relying thereon, (ii) neither the contesting of any action or failure act, in good faith, nor the reasonable failure to so contest shall constitute or be construed as a willful, intentional or negligent action or inaction by such Party, (iii) such action, inaction, issuance, denial or suspension shall not be the result of the illegal or unlawful actions of the Party relying thereon, and/or (iv) decisions interpreting Federal, State and local tax laws that are generally applicable to all business taxpayers shall not constitute an Uncontrollable Circumstance under this paragraph (c).

(d) The suspension, termination, interruption, denial, failure of or delay in the renewal or issuance of any Governmental Approval, provided however, that such suspension, termination, interruption, denial or failure of or delay in renewal or issuance shall not be the result of the willful, intentional or negligent action or inaction of the Party relying thereon and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest (up to thirty (30) Days following such suspension, termination, interruption or failure of renewal or issuance) shall constitute or be construed as a willful, intentional or negligent action or inaction by such Party.

(e) The intentional or unintentional damage or destruction of the Project

Improvements or any portion thereof or of the Project Area, unless a result of the willful, intentional or grossly negligent action or inaction of Redeveloper or its contractors.

(f) Delay caused by or arising out of legal action or lawsuits filed in challenge of the issuance or grant of any Governmental Approval, including, but not limited to, Planning Board approval of the Redeveloper's Site Plan.

(g) Delay caused by or arising out of the inability of any contractor or materials supplier to make timely delivery of materials.

(h) Delay caused by or arising due to strike, labor unrest, national emergency or generally recognized materials shortage, or other delays in the industry.

(h) Significant change of Market Conditions establishes that a Phase will not be reasonably viable from an economic standpoint for the Redeveloper and/or any Holder, as determined solely by the Redeveloper but based in an independent market study.

(i) Holdover by a tenant of the Project Area.

(j) Delay caused by unforeseen Remediation that is not the result of gross negligence or willful misconduct of the Redeveloper.

The Parties acknowledge that the acts, events or conditions set forth in paragraphs (a) through (j) of this definition are intended to be the only acts, events or conditions which may (upon satisfaction of the criteria set forth above) constitute an Uncontrollable Circumstance.

“Work” is defined in **Section 6.01**.

Section 1.02 Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed. The words "consent" or "approve" or words of similar import, shall mean the prior

written consent or approval of the Borough and/or Borough or the Redeveloper, as the case may be, unless expressly stated to the contrary herein.

(f) Each right of the Borough to review or approve any actions, plans, specifications, or other obligations of hereunder shall be made by the Borough or Borough official(s) with legal authority to conduct such review or grant such approvals. Any review contemplated by this Agreement shall be made in a timely manner. Upon request of the Redeveloper, the Borough and the Borough shall inform the Redeveloper of all officials of the Borough and the Borough having requisite approval powers to review or grant such requests for approval.

(g) All notices to be given hereunder and responses thereto shall be given, unless a certain number of Days is specified, within a reasonable time, which shall not be less than ten (10) Days nor more than twenty (20) Days, otherwise expressly provided in the Agreement, or unless the context dictates otherwise.

(h) Unless otherwise indicated, any "fees and expenses" shall be required to be customary and reasonable.

(i) The Preamble, the Recitals and all Exhibits are incorporated herein and made a part of this Agreement.

ARTICLE II

IMPLEMENTATION OF REDEVELOPMENT PROJECT

Section 2.01 Purpose. It is the intention of the Parties, and the purpose of this Agreement, to set forth the rights, duties and obligations of the Parties to provide for the implementation of the Redevelopment Plan.

Section 2.02 Designation of Redeveloper. Upon the execution of this Agreement, the Borough hereby designates Redeveloper as the redeveloper of the Project Area pursuant to the Redevelopment Law, and Redeveloper shall have the exclusive right to redevelop and implement the Project (as such term is herein defined) in accordance with the terms and conditions of the Redevelopment Plan and this Agreement.

Section 2.03 The Project; Alternative Concept Plans; Phasing.

(a) The redevelopment project ("Project") to be developed within the Project Area shall consist of a mixed-use development including approximately 42,500 square feet of retail space (the "Retail Component"), approximately 174 residential units (the "Residential Component"), and associated parking and other infrastructure improvements, consistent with the Concept Plan attached hereto as **Exhibit 2**. The Project shall be constructed in accordance with the Redevelopment Plan, as it may be amended from time to time, and this Agreement.

(b) The Project shall be developed in up to two Phases:

(i) Phase 1 of the Project (“Phase 1”) shall be located on that portion of the Project Area consisting of _____. Phase 1 is currently proposed as _____.

(ii) Phase 2 of the Project (“Phase 2”) shall be located on that portion of the Project Area consisting of _____. Phase 2 is currently proposed as _____.

(iii) Each Phase shall also include ancillary facilities and amenities as required by the Redevelopment Plan.

(iv) Attached hereto as **Exhibit 3** is the Project’s phasing plan.

(c) The Project, or any Phase thereof, is subject to revision and approval of the Parties pursuant to Section 5.01 herein. In addition, the Project, or any Phase thereof, may be modified as a result of Governmental Approvals.

(d) In the discretion of the Redeveloper, the Residential Component may include up to 232 residential units; provided, however, that the Redeveloper either (i) complies with the parking requirement set forth in the Redevelopment Plan in effect at the time the Redeveloper makes application to the Planning Board for site plan approval for such residential units or (ii) obtains appropriate relief, from the Planning Board, from the application of such parking requirements to the Residential Component. In the event the Redeveloper determines to construct such additional residential units (including if less than 232 units), the Affordable Housing Fee (defined below) shall be \$335,000, which shall be paid in installments as set forth in Section 3.04 hereof.

Section 2.04 Project Infrastructure.

(a) The Redeveloper shall (at its sole cost and expense) construct the Project Infrastructure, as required by the terms of this Agreement and the Governmental Approvals. The Redeveloper shall carry out its obligations with respect to the construction of the Project Infrastructure, in accordance with (i) all Applicable Law, including specifically and without limitation, the Governmental Approvals, and (ii) such other permits, licenses and approvals as may be required in order to carry out such obligations or may otherwise be applied for and received from any Governmental Authority, including, but not limited to, the Borough.

(b) The Redeveloper shall (at its sole cost and expense) undertake such technical and other studies and shall prepare and file any applications required for the receipt of the Governmental Approvals needed for the Project Infrastructure.

(c) Redeveloper shall timely implement the Project Infrastructure in order to complete the Project according to the Project Schedule and shall coordinate all Project Infrastructure among the Phases, as applicable. Redeveloper shall reasonably cooperate with the Borough to insure that the implementation of the Project Infrastructure does not unreasonably interfere with the operation of the existing utilities. Redeveloper agrees to provide all performance and maintenance bonds as reasonably required by the Governmental Approvals.

The Borough agrees to require that, in accordance with Applicable Law, other developers in the Redevelopment Area who benefit from the Project Infrastructure, if any, reimburse or pay to Redeveloper their fair share of infrastructure improvements constructed by Redeveloper.

(d) While the Redeveloper agrees, at its sole cost and expense, to construct the Project Infrastructure, as required by the terms of the Agreement and the Governmental Approvals, should the cost of such Project Infrastructure cause the economic feasibility of the Project to be prohibitive, the Redeveloper shall notify the Borough in writing that it has determined same and the Parties agree to work together to determine a viable solution to address the cost of such Project Infrastructure. However, if within ninety (90) Days of receipt by the Borough of the notice required herein, the Parties are unable to determine a viable solution to address the cost of such Project Infrastructure; Redeveloper may terminate this Agreement.

Section 2.05 Project Costs and Financing

(a) Redeveloper agrees that all costs associated with the development and financing for the Project is the sole responsibility of Redeveloper. The Redeveloper represents that it either has obtained or will obtain financing for the Project, which financing will be a combination of debt financing and an equity contribution of the Redeveloper. The Redeveloper shall submit to the Borough evidence of both firm commitments for mortgage financing and any equity capital necessary to Commence Construction of the Project, not later than thirty (30) Days prior to the date scheduled for the Commencement of Construction. The Borough agrees to accept a letter, in substance acceptable to the Borough, from one or more Financial Institution(s), which evidences a firm commitment to provide financing for the construction of the Project in such time and manner so as to enable Redeveloper to adhere to the Project Schedule.

Section 2.06 Project Schedule.

(a) A Project Schedule, attached hereto as **Exhibit 1**, sets forth the critical milestones of the Project. Redeveloper shall diligently implement and complete all aspects of the Project by the completion dates (each, a "Completion Date") set forth in the Project Schedule, subject only to relief resulting from the occurrence of a Tolling Event or Uncontrollable Circumstance.

(b) If Redeveloper fails to meet a Completion Date set forth on the Project Schedule or determines that it will fail to meet a Project Completion Date, Redeveloper shall promptly provide notice to the Borough stating: (i) the reason for the failure to complete the applicable task, (ii) Redeveloper's schedule for completing such task, (iii) the method or methods by which Redeveloper proposes to achieve subsequent tasks by the relevant completion dates, and (iv) a request that the Borough extend such Completion Date, which request shall not unreasonably be denied.

Section 2.07 Estoppel Certificates. Within fourteen (14) Days following written request therefore by a Party hereto, or of any Holder, purchaser, tenant or other party having an interest in the Project Area, the other Party shall issue a signed certificate ("Estoppel Certificate") either stating that this Agreement is in full force and effect and that there is no default or breach under this Agreement, (nor any event which, with the passage of time and the

giving of notice would result in a default or breach under this Agreement), or stating the nature of the default or breach or event, if any. In the event the Estoppel Certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured.

Section 2.08 Cooperation. The Parties shall fully cooperate with each other as necessary to effectuate the Project Improvements, including entering into additional agreements that may be required, provided however, that such actions and/or agreements shall not result in a material increase or decrease in the Borough's and the Redeveloper's respective obligations hereunder.

Section 2.09 Redevelopment Plan Amendment. Within one hundred eighty (180) Days of the Effective Date, Redeveloper shall propose amendments to the Redevelopment Plan that may be required for the development of the Project in conformity with the Redevelopment Plan. The Borough's professionals shall have a period of forty-five (45) Days to review the proposed amendments and to advise Redeveloper whether the requested amendments will be submitted to the Borough Council for approval. If the proposed amendments are acceptable to the Borough's professionals, the Borough shall amend the Redevelopment Plan or adopt a redevelopment plan for the Property in accordance with this Agreement (the "Redevelopment Plan Amendment") no later than twelve (12) months after the Effective Date. If the Borough has not duly adopted the Redevelopment Plan Amendment or a redevelopment plan for the Property within twelve (12) months after the Effective Date, Redeveloper shall have the right to terminate this Agreement. If this Agreement is terminated pursuant to the terms of this Section 2.09, then this Agreement shall be of no further force and effect and the Parties hereto shall have no further liability hereunder.

Section 2.10 Municipal Building Property.

(a) Within thirty (30) days of the date on which the Redeveloper obtains all Governmental Approvals necessary in connection with Phase 1 of the Project, or by June 30, 2017, whichever is earlier, the Borough shall convey the Municipal Building Property to the Redeveloper. The Borough shall convey good and marketable title to the Municipal Building Property to the Redeveloper, free of any liens or encumbrances.

(b) Upon the conveyance, by the Borough, of the Municipal Building Property, in accordance with subsection (a) hereof, the Redeveloper shall pay to the Borough, the sum of \$1,050,000.

(c) The Borough shall have the right to take up to 10,000 square feet of space within the Retail Component for use as space for municipal offices ("Municipal Space"). When and as the Redeveloper signs letters of intent with prospective tenants for use of space within the Retail Component, the Redeveloper shall notify the Borough. The Borough may notify the Redeveloper of its election to take such Municipal Space no later than the date that is thirty (30) days after the Redeveloper's notification to the Borough that the Redeveloper has executed letters of intent for at least 20,000 square feet of space within the Retail Component (the "Borough Notification Date"). In such event, the Borough shall pay the Redeveloper commercially reasonable market rent for the Municipal Space.

Section 2.11 Firehouse Parcel.

(a) As part of the application for Site Plan approval, the Redeveloper will also apply for subdivision approval to separate the Firehouse Parcel Parking Spaces Area from the balance of the Project Area (the "Subdivision"), and to consolidate the Firehouse Parcel with the Firehouse Parcel Parking Spaces Area.

(b) Within thirty (30) days of the perfection, by the Redeveloper, of the Subdivision, the Redeveloper will convey, by Bargain and Sale Deed with Covenants Against Grantors Acts, along with such other documents as are necessary to convey good and marketable title, its interest in the Firehouse Parcel Parking Spaces Area to the Borough for One Dollar (\$1.00), free of any and all liens or encumbrances. Upon such conveyance, the Firehouse Parcel Parking Spaces Area will be consolidated with the Firehouse Parcel, and such parcels will, together, form the "New Firehouse Parcel".

(c) Upon the Redeveloper's conveyance of the Firehouse Parcel Parking Spaces Area to the Borough in accordance with subsection (b) hereof, the Borough will grant the Redeveloper such access to the Firehouse Parcel Parking Spaces Area as is necessary allow the Redeveloper to construct the Firehouse Parcel Parking Spaces.

(d) The Project is expected to include a public walkway along the Rocky Brook (the "Rocky Brook Walkway"), as depicted in the Concept Plan. Upon the creation of the New Firehouse Parcel in accordance with the provisions of this Section and upon the receipt, by the Redeveloper of all Governmental Approvals necessary to construct the Rocky Brook Walkway, the Borough will grant, to the Redeveloper, over the New Firehouse Parcel, such (i) temporary easement as may be necessary to allow the Redeveloper to construct the Rocky Brook Walkway and (ii) permanent easement as may be necessary to allow the Redeveloper to permanently maintain the Rocky Brook Walkway.

ARTICLE III
REDEVELOPER OBLIGATIONS

Section 3.01 Redeveloper's Financial Commitment. Redeveloper represents that it has the capability of obtaining all requisite debt and equity financing in an amount sufficient to acquire or fund the acquisition of all property within the Project Area, as provided in this Agreement, to complete the Remediation and to complete the Project Improvements in all respects.

Section 3.02 Project Costs. All costs of implementing and completing the Project including but not limited to the cost of obtaining Governmental Approvals, the costs of acquiring the Project Area, all Remediation Costs, the cost of designing and constructing all Project Improvements, all financing costs, all leasing costs for the Project Improvements, and all Borough Costs shall be borne by the Redeveloper ("Project Costs"). The Borough shall not be responsible for any costs associated with the Project, unless otherwise agreed to herein.

Section 3.03 Borough Costs. The Redeveloper agrees to reimburse the Borough for any all commercially reasonable and necessary costs including, among others, outside professional consultants engaged by the Borough, such as attorneys, technical consultants, planners, engineers, financial consultants and appraisers, among others, and any other costs which the Borough deems are related to the Project (the "Borough Costs"). The Borough shall promptly provide invoices to the Redeveloper detailing the amount and basis for the Borough Costs. In the event of a dispute over one or more invoices, the Parties shall attempt to resolve same in good faith. The Borough shall not increase rates charged for any outside professional consultants without first providing thirty (30) Days' notice to Redeveloper. As of the Effective Date, the Borough has \$_____ in funds paid for by the Redeveloper in an interest-bearing escrow account ("Escrow Account") pursuant to the Conditional Redeveloper's Agreement. This Escrow Account shall be used to pay the Borough Costs. If the Redeveloper does not dispute an invoice within fifteen (15) Days of its receipt of an invoice, the Borough shall have the right to withdraw funds from the Escrow Account to pay the invoice. In the event the Redeveloper disputes an invoice, the Borough shall not withdraw any funds from the Escrow Account until and unless the Parties have amicably resolved the dispute. If, when and as often as may occur that the Escrow Account is drawn down to ten thousand dollars (\$10,000), then Redeveloper, upon the Borough's written request, shall, within fifteen (15) Days thereafter, provide to the Borough for deposit in the Escrow Account funds sufficient to replenish the Escrow Account to the amount of twenty-five thousand dollars (\$25,000) for use in accordance with these terms, unless such time period shall be extended for good reason by the Borough in its sole discretion. In the event this Agreement expires or is lawfully terminated by the Borough, then all funds and accrued interest in the Escrow Account shall be returned to the Redeveloper following the payment from the Escrow Account of the undisputed Borough Costs incurred up to the time of said expiration or termination.

Section 3.04 Affordable Housing Fee. In lieu of providing an affordable housing units on-site, Redeveloper agrees to pay an affordable housing fee to the Borough in the amount of \$250,000 ("Affordable Housing Fee"). The Affordable Housing Fee shall be paid as follows: (a) twenty-five (25%) percent of the Affordable Housing Fee shall paid at the time of the issuance of the first building permit for Phase 1; (b) twenty-five (25%) percent of the Affordable Housing Fee shall be paid at the time of the issuance of the first Certificate of Occupancy for Phase 1; (c) twenty-five (25%) percent of the Affordable Housing Fee shall be paid at the time of the issuance of the first building permit for Phase 2; and (d) twenty-five (25%) percent of the Affordable Housing Fee shall be paid at the time of the issuance of the first Certificate of Occupancy for Phase 2.

ARTICLE IV **ENVIRONMENTAL MATTERS**

Section 4.01. Environmental Compliance in General.

(a) The Redeveloper agrees and specifically assumes, at its sole cost and expense, any and all responsibility for the investigation and Remediation of all environmental conditions, whether known or unknown, on, under or migrating to or from the Project Area, as may be required by applicable Environmental Laws and regulations, including, without limitation, soil

analyses, site investigations and other environmental evaluations necessary to determine the condition of the soils and subsurface conditions, including the groundwater, and the presence of Hazardous Substances, and the Redeveloper shall bear all costs for such investigation and Remediation of the Project Area. The Redeveloper also agrees that it shall use diligent efforts to obtain all Remediation Permits required for the Remediation of the Project Area.

(b) Notwithstanding anything herein, the Redeveloper, as the developer of the Project, shall be exclusively responsible for the investigation, delineation and remediation of any environmental condition required by applicable Environmental Laws (collectively, an “Environmental Condition”), and is attributable to, emanates from, on or under or otherwise occurs at the Project.

(c) The Redeveloper agrees to undertake the Remediation in accordance with the Site Remediation Reform Act, N.J.S.A. 58:10C-1, which created the Licensed Site Remediation Professional (“LSRP”) program to oversee the remediation of contaminated sites. Under the LSRP program, the remediating party need not wait for NJDEP direction and pre-approvals to commence cleanups, but instead must initiate and complete the cleanup under the direction of the LSRP, who will have responsibility for oversight of the environmental investigation and Remediation. The NJDEP will monitor the Remediation progress and actions of the LSRP by requiring the submission of forms and reports as Remediation milestones are reached.

Section 4.02. Remediation Construction.

(a) Redeveloper shall, at its sole cost and expense: (i) diligently prosecute and obtain all Remediation Permits, and (ii) Remediate the Project Area, as required in accordance with the terms of this Agreement and the Remediation Permits.

(b) The Redeveloper shall be responsible for ensuring that the use, operation, and maintenance of the necessary remedial systems required for the Remediation and Project Area Improvements are in accordance with all Applicable Law, including without limitation, all requirements of the NJDEP, the U.S. Environmental Protection Agency, and any other Governmental Agencies with jurisdiction over the Project, and the Remediation Permits, which may include institutional and engineering controls, whether imposed before or after approval of the Final Site Plan for the Project for so long as such requirements shall be in effect.

(c) The Borough assumes no responsibility for the Remediation or the use, operation and maintenance of the necessary remedial systems and improvements or the maintenance of such systems at the Project Area.

(d) Redeveloper shall take no action to require the Borough or Borough Indemnified Parties to undertake any part of the Remediation, or to initiate any action against any property owner in the Redevelopment Area, except to the extent that such property owner is a responsible party under the Environmental Laws and except as otherwise provided in this Agreement, and the Redeveloper hereby waives all claims against the Borough or Borough Indemnified Parties resulting from any failure to perform any such acts and from any failure to enforce laws and ordinances against other property owners in the Redevelopment Area.

Section 4.03. Conformity with Remediation Permits. The Redeveloper shall (at its sole cost and expense) undertake such technical and other studies and shall prepare and file any applications required for the receipt of the Remediation Permits.

Section 4.04. Environmental Escrow, Bonds and Insurance.

(a) The Redeveloper agrees that it will fund any escrow account for expenditures that the NJDEP or other Governmental Authority having jurisdiction over the Remediation may reasonably require under any Applicable Law.

(b) In the event that the Redeveloper obtains, or is required by any Governmental Authority or Holder to obtain, any environmental insurance policy, the Borough shall be named as an additional beneficiary on such policy.

Section 4.05. Redeveloper Indemnification of Borough. Without limitation on any obligation to defend and indemnify under this Article, and without limitation to such obligation which the Redeveloper may have as a matter of law, the Redeveloper shall indemnify, defend, release and hold the Borough and its officials and agents harmless against (a) all claims or alleged claims and response costs and fines and penalties against the Borough and its officials and agents or the Redeveloper by any Governmental Authority or third party which concern the presence of Hazardous Materials which become present on or within the Project Area, or the discharge of Hazardous Materials in excess of any limitations provided by Applicable Law, when such Materials become present on or within the Project Area after the Effective Date, (b) all claims or alleged claims against the Borough and its officials and agents by any Governmental Authority or third party for injunctive relief for the abatement of a nuisance or related to the presence of Hazardous Materials which become present on or within the Project Area or the discharge of Hazardous Materials in excess of any limitations provided by Applicable Law, when such Materials become present on or within the Project Area after the Effective Date, and (c) all claims or alleged claims of bodily injury or property damage asserted against the Borough and its officials and agents by third parties which are related to the presence of Hazardous Materials which become present on or within the Project Area, or the discharge of Hazardous Materials in excess of any limitations provided by Applicable Law, whenever such Hazardous Materials become present on or within the Project Area after the Effective Date. This indemnity shall survive termination of this Agreement.

Section 4.06. Environmental Reports. The LSRP and/or Redeveloper shall provide to the Borough a copy of all reports, test results, sampling results, studies, soil logs, analyses, plans, permits, approvals, applications, and other documents prepared by or on behalf of, or obtained by Redeveloper related to the Project Area, or any portion thereof. Redeveloper's obligations under this subsection shall survive termination of this Agreement.

ARTICLE V
APPLICATIONS FOR GOVERNMENTAL APPROVALS

Section 5.01. Approval of Site Plan

(a) With respect to Phase 1, within the later of (i) nine (9) months from the Effective Date, or (ii) sixty (60) Days after the Borough's adoption of a Redevelopment Plan Amendment

pursuant to Section 2.09 hereof, the Redeveloper shall submit to the Borough for its review a Preliminary Site Plan for Phase 1, which shall be prepared by a licensed architect, surveyor and/or engineer of the State of New Jersey. The Preliminary Site Plan shall be prepared in accordance with Applicable Law and shall be consistent with the Redevelopment Plan.

(b) With respect to Phase 2, within nine (9) months of the Redeveloper's receipt of all Governmental Approvals for Phase 1, the Redeveloper shall submit to the Borough for its review a Preliminary Site Plan for Phase 2, which shall be prepared by a licensed architect, surveyor and/or engineer of the State of New Jersey. The Preliminary Site Plan shall be prepared in accordance with Applicable Law and shall be consistent with the Redevelopment Plan.

(c) With respect to the Project or any Phase thereof, the Borough shall have a period of forty-five (45) Days after its receipt of the Preliminary Site Plan to approve same as being in conformity with the Redevelopment Plan and this Agreement, or alternatively to furnish to the Redeveloper a written notice detailing any changes or modifications thereto, and the reasons therefore, required in order to render the same in conformity with the Redevelopment Plan and this Agreement. If modifications are required by the Borough to render the Preliminary Site Plan in conformance with the Redevelopment Plan and this Agreement, provided such modifications do not unreasonably increase the cost of the Project or any Phase thereof or would not negatively impact the development, construction, marketing or maintenance of the Project or any Phase thereof, the Redeveloper shall incorporate such changes and modifications and furnish said revisions to the Borough for approval within sixty (60) Days after receipt of written notice thereof. Alternatively, the Redeveloper shall request a meeting with the Borough or Borough professionals in order to further discuss the requested revisions. Notwithstanding anything to the contrary above, in the event that the Borough shall fail to notify the Redeveloper of any changes within forty-five (45) Days of its receipt of the Preliminary Site Plan, if applicable, such Preliminary Site Plan shall be deemed approved. The Borough shall fully support any and all Governmental Applications submitted to any Governmental Authority by the Redeveloper.

Section 5.02. Filing of Site Plan Application. With respect to the Project or any Phase thereof, within one hundred twenty (120) Days after the date the Borough notifies the Redeveloper of its approval of the Preliminary Site Plan or has otherwise waived its right to request changes to Preliminary Site Plan, the Redeveloper shall prepare and submit to the Planning Board an application required to obtain approval of such Preliminary Site Plan. The submission of the above-referenced application shall be made in accordance with all Applicable Law.

Section 5.03. Other Governmental Approvals, Construction Plan Review and Commencement of Construction.

(a) With respect to the Project or any Phase thereof, after the Planning Board grants approval of the Preliminary Site Plan, the Redeveloper shall proceed to obtain all remaining Governmental Approvals required for the Project or Phase from any Governmental Agency having jurisdiction over the Project or Phase, including but not limited to NJDEP approvals and Final Site Plan Approval for the Project or Phase. Nothing contained in this Agreement shall be construed to prohibit Redeveloper from (i) pursuing preliminary and final site plan approval for the Project or any Phase thereof simultaneously or (ii) pursuing any Governmental Approvals prior to Preliminary Site Plan approval for the Project or Phase thereof. Attached hereto as

Exhibit 4 is a list of anticipated Governmental Approvals required in order to construct the Project. The Borough and Redeveloper acknowledge and agree that (i) this list may not be entirely accurate, (ii) there may be Governmental Approvals not listed on **Exhibit 4** that Redeveloper may need to obtain in order to construct the Project or a Phase thereof, and (iii) there may be Governmental Approvals listed on **Exhibit 4** that Redeveloper does not need to obtain in order to construct the Project or a Phase thereof.

(b) Upon receipt of all Governmental Approvals, except for building permits, for the Project or any Phase thereof, the Redeveloper will prepare construction plans for the Project or Phase to be constructed, as well as materials and an application for approval of the construction plans. The respective timing for the Redeveloper's submission of Governmental Applications and obtaining Governmental Approvals shall be in accordance with the dates set forth in the Redevelopment Project Schedule in **Exhibit 1**.

(c) To expedite the Commencement of Construction of the Project or Phase thereof, the Borough will use best efforts to have the Borough's Engineering, Building and Construction Department's review the Redeveloper's construction plans for compliance with the Applicable Law within thirty (30) Days of its submittal of same. The Redeveloper may not Commence Construction of the Project or Phase thereof until such time as the Redeveloper has satisfied all pre-construction requirements prescribed by the Applicable Law.

(d) The Project Area or any portion(s) thereof may require Remediation for as yet undefined and undetermined environmental contamination. The Parties agree that any Remediation will be time-consuming and will involve many of the same steps the Redeveloper must take for site preparation and the construction of building foundations. To proceed with all of these related activities in as economical and efficient manner as possible, the Borough will use its best efforts to have the Borough's staff and consultants authorize any local Governmental Approvals required by the Redeveloper, under which the above-referenced Remediation can proceed. These local Governmental Approvals may be issued and the work hereunder may begin and proceed before the Redeveloper acquires fee title to the Project Area or a portion thereof, provided the record owner of same consents. Notwithstanding anything to the contrary contained, herein, under no circumstances shall Redeveloper be obligated to undertake any Remediation prior to Redeveloper's acquisition of the Project Area.

Section 5.04. Inability to Obtain Governmental Approval(s) for Site Plan

(a) With respect to the Project or any Phase thereof, if, within one hundred twenty (120) Days from the date upon which the Governmental Application(s) referenced in Section 5.02 hereof are deemed to be complete by the Planning Board, the Redeveloper has not received a Governmental Approval from the Planning Board of the Preliminary Site Plan, to which the Borough has affirmatively consented or is otherwise deemed to have consented, then at the Redeveloper's election and upon written notice to the Borough, this Agreement may be terminated.

(b) With respect to the Project or any Phase thereof, the Redeveloper hereby acknowledges and agrees that any changes to the Preliminary Site Plan which the Planning Board may require must be submitted to the Borough and its professionals for review and approval prior to Redeveloper's re-submission of such changes to the Planning Board, which

review and approval shall not be unreasonably withheld, conditioned or delayed and shall be provided within thirty (30) Days of receipt of such changes by the Borough. Notwithstanding anything to the contrary above, in the event that the Borough shall fail to notify the Redeveloper of its approval within thirty (30) Days of its receipt of any changes to the Preliminary Site Plan, such changes shall be deemed approved.

(c) It is hereby agreed to by the Parties that any failure to obtain approval(s) for the Preliminary Site Plan for the Project or any Phase thereof within the time required by Section 5.04(a) hereof which (i) is caused by the advent of an Uncontrollable Circumstance or Tolling Event, (ii) is caused by the Planning Board, (iii) involves the Redeveloper's or other appeals from any denial or approval of or conditions to any approvals by the Planning Board or other Governmental Authority with jurisdiction over the Project Area (other than the Borough), or (iv) involves the mutual adjournment of or extension of the hearing period of the application by both the Redeveloper and the Planning Board or other Governmental Authority, or (v) is required due to actions, decisions or other requirements of any other Governmental Authority maintaining jurisdiction over the Project Area, will not be deemed to be an Event of Default. With respect to clauses (ii), (iv) and (v) above, the Redeveloper's time constraints for obtaining approvals for the Preliminary Site Plan, as set forth in Section 5.04(a) hereof shall be extended on a day-to-day basis during the period of the delay, but only if the application then under consideration is consistent with the requirements of the Redevelopment Plan and with the Applicable Law. With respect to subsection (i) above, the Redeveloper's time constraints for acquiring approvals for the Preliminary Site Plan as set forth in Section 5.04 (a) hereof shall be extended during the period of delay. With respect to subsection (iii) above, the Redeveloper's time constraint for acquiring the aforementioned approvals as set forth in Section 5.04(a) hereof shall be extended until such time as a final and unappealable judgment is entered by a court of competent jurisdiction. This provision shall not be deemed to limit the rights of either Party pursuant to Section 15.01 hereof.

Section 5.05. Final Site Plan Approval. The Redeveloper is required to obtain Final Site Plan approval for the Project or any Phase thereof prior to the Commencement of Construction of the Project or Phase. Any material deviations between the Final Site Plan and the Preliminary Plan Site Plan which have been previously submitted by the Redeveloper to the Borough and approved by same, as provided for elsewhere in this Agreement, must be resubmitted to the Borough for approval in accordance with the terms of this Agreement, which review and approval shall not be unreasonably withheld, conditioned or delayed and shall be provided within forty-five (45) Days of receipt of such deviations by the Borough. Notwithstanding anything to the contrary above, in the event that the Borough shall fail, within said forty-five (45) Days, to notify the Redeveloper of its approval of any deviations between the Final Site Plan and the Preliminary Site Plan, such deviations shall be deemed approved.

Section 5.06. Conditions of Approval. If, during the processing of any such Governmental Applications, the granting of such Governmental Approvals is/are conditioned upon any acts or forbearances on the part of the Redeveloper, and the Redeveloper determines, in its reasonable business judgment, that such condition or conditions, collectively or individually, prevent any aspect of the Project or Phase thereof from being commercially viable, as demonstrated by an independent market study reasonably acceptable to the Borough, the Redeveloper shall be under no obligation to accede to such conditions. In the event that the Governmental Approval is so conditioned as aforesaid, the Redeveloper may terminate this Agreement with respect to the Project or Phase thereof, provided that the Redeveloper sends

written notice to the Borough of the factors (including, but not necessarily limited to, time, amounts, results and reasoning) which led the Redeveloper to the conclusion to terminate and setting forth what conditions the Borough may oblige itself to perform which would change the Redeveloper's determination (hereinafter referred to as the "Borough's Additional Obligations"), within one hundred (180) Days of the event or the last event which created the condition(s) resulting in the absence of commercial viability. Upon the delivery of written notice to the Redeveloper of the Borough's agreement to perform the Borough's Additional Obligations, the Redeveloper's termination of this Agreement shall be rescinded. Notwithstanding any other provision contained in this Agreement, the Redeveloper acknowledges that the Planning Board, in any approval of Preliminary and/or Final Site Plan for the Project, will require the Redeveloper to post performance and/or maintenance bonds in connection with the Project. The Redeveloper further acknowledges that the imposition of such a requirement or condition as part of any such approval shall not be the basis of any termination of this Agreement under this Section.

Section 5.07. Project Modifications. The Redeveloper hereby acknowledges and agrees that the development and construction of the Project and any Phase thereof shall be in accordance with the Redevelopment Plan. The Redeveloper may not modify, alter or amend the approved Final Site Plan(s) at any time without the express prior written approval of the Borough and the Planning Board, which respective approvals shall not be unreasonably withheld, conditioned or delayed, subject to the provisions of the Applicable Law; provided, however, that the Redeveloper may make those modifications, alterations and amendments to the Final Site Plan and/or construction plans, as the case may be, that are "minor" in nature. "Minor" changes shall be deemed to include field changes approved by the Borough Engineer or construction code official or applicable subcode official. The Borough reserves its rights to contest any material modifications that may potentially arise in the course of the construction of the Project.

Section 5.08. Dedication of Public Improvements and ROWs. The Preliminary Site Plan and the Final Site Plan for the Project or any Phase thereof must show the dedication and conveyance of any public rights of way and any improvements that are to be dedicated to the Borough or other Governmental Authorities. If applicable, the Redeveloper is obligated to dedicate and convey to the Borough or other Governmental Authority such rights of way and improvements, and this Agreement shall serve as the Borough's consent to such dedications and conveyances, unless otherwise required by Applicable Law.

Section 5.09. Effect of Review of Plans. The review by the Borough of the Preliminary Site Plan and the Final Site Plan for the Project or any Phase thereof shall not constitute a representation, warranty or guaranty by the Borough as to the substance or quality of the documents, work or other matter reviewed, approved or accepted. The Borough makes no representation or warranty, expressed, implied or otherwise, as to the fitness of the Project Improvements or the Property for use for any particular purpose, condition or durability thereof, or that it will be suitable for the Redeveloper's purposes. At all times, however, the Redeveloper shall use its judgment as to the accuracy and quality of all such documents, work and other matters. The Borough's review shall not constitute Site Plan Approval which may only be considered and granted by the Planning Board. Nothing herein shall be interpreted to limit, in any fashion, the jurisdiction and authority of the Planning Board to consider Redeveloper's application(s) for Site Plan Approval and to approve, conditionally approve or deny such an application as provided under Applicable Law.

Section 5.10. Submission of Construction Plans. With respect to the Project or any Phase thereof, within six (6) months of receiving all Governmental Approvals, the Redeveloper shall, at its own cost, cause to be prepared and submitted to the Construction Official of the Borough construction plans for the Project, which shall be in compliance with the Final Site Plan, in a form sufficient for the Construction Official to issue a building permit or other permit necessary to Commence Construction.

Section 5.11. Borough Cooperation. To the extent reasonably requested by the Redeveloper and, to the extent permitted by Applicable Law (and without violating its obligations as a governmental entity or regulatory body having competent jurisdiction over the Project or any Phase thereof), the Borough shall provide support and assistance to the Redeveloper in facilitating the review of all plans, issuance of all permits, request for inspections and the conduct of such inspections through the appropriate Borough board, body or department, including the Planning Board, as applicable. To the extent permitted by Applicable Law, and upon the reasonable request of the Redeveloper, the Borough shall use its best efforts to (a) cause the Planning Board to begin consideration of any application submitted by the Redeveloper within thirty (30) Days following the Planning Board's determination that such application is administratively and technically complete, (b) cause the Planning Board to complete the Planning Board's hearings with respect to such applications within one hundred twenty (120) Days of determination of completeness or as expeditiously as practicable in light of the scope and nature of questions/comments of the Planning Board and members of the public with respect to such applications, and, if necessary in the Borough's sole discretion, to (c) cause the Planning Board to convene special meetings as frequently as is required (consistent with the requirements of Applicable Law) in order to complete such hearings.

ARTICLE VI
GENERAL CONSTRUCTION REQUIREMENTS

Section 6.01 Scope of Undertaking. The Redeveloper shall, at its sole cost and expense, undertake the services and responsibilities required to be undertaken or performed with respect to the Project. Such services and responsibilities include, without limitation, all aspects of the design, development, construction and operation of the Project and each of the Phases thereof including (a) all design, engineering, permitting and administrative aspects, and (b) the performance of or contracting for and administration and supervision of all physical work required in connection with the Project, and (c) arrangement for interim and final inspections and any other actions required to satisfy the requirements of any applicable Governmental Approvals (all of the foregoing undertakings and the work product thereof being referred to collectively herein as "Work"), (d) the administration, operation and management, or contracting for the administration, operation and management of the Project, and (e) all aspects of the funding of the Project, including equity funding and construction, interim and permanent financing.

Section 6.02 Standards of Construction. Without limitation, all work on the Project shall be performed in a good and workmanlike manner, with quality materials called for under the applicable Governmental Approvals, including without limitation, the Remediation Permits. All construction shall be in accordance with the International Building Code, N.J.A.C. 5:23-1 et seq., based on height and area, unless another class is specifically approved in writing by the Planning Board.

Section 6.03 Neighborhood Impacts. The Redeveloper acknowledges that the construction of the Project will have certain impacts on the neighborhoods in the vicinity of the Project. The Redeveloper shall take all steps that are reasonably necessary in order to minimize any potential negative effects that construction of the Project may produce, including, without limitation, dust, debris and noise.

Section 6.04 Existence of Utilities. The Redeveloper acknowledges that utility providers may have certain rights with respect to the Project Area and may own certain facilities located therein. Redeveloper agrees that it will undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of these utilities and improvements and easements therefore, in order to complete the Project as provided by this Agreement, provided that the Borough shall provide any appropriate order or other actions to accomplish such relocation, consistent with the provisions of N.J.S.A. 40A:12A-10, and that any costs incurred by the Borough in connection with same shall be deemed a Borough Cost. The Redeveloper shall use the services of "Call Before You Dig" and take all other precautions to prevent personal injury, property damage and other liabilities related to utilities above, at or under the Project Area.

Section 6.05 Designated Representatives; Communication. After the Effective Date, the Redeveloper and the Borough each shall designate a representative ("Designated Representative") with respect to the Project. Each of the Designated Representatives shall be the agent of Redeveloper and the Borough, respectively, until Completion of the Project and shall be authorized to act on behalf of each Party, except to the extent that such authorization is limited

by the Redeveloper or the Borough, as the case may be, in writing, provided to the other Party. In order to maintain clear channels of reporting authority and avoid inconsistent directions and miscommunication, all communication by the (a) Borough's Designated Representative with any of the Redeveloper's Project Professionals or contractors shall be processed through the Redeveloper's Designated Representative, and (b) Redeveloper's Designated Representative with any of the Borough's staff, consultants and/or professionals shall be processed through the Borough's Designated Representative. Each of the Redeveloper and the Borough may change the Designated Representative from time to time, upon written notice to the other Party.

Section 6.06 Compliance with Governmental Approvals. The Project shall be constructed substantially in the manner and at the locations shown and described (a) in the Final Site Plan; (b) the Governmental Approvals, and (c) all other approved plans and specifications related to the development of the Project (subject to immaterial modifications necessitated by field conditions and technical considerations permitted under the Agreement).

Section 6.07 Office. During construction of the Project, the Redeveloper shall maintain an office within the State of New Jersey (the "Local Office") from which it will perform its duties hereunder. Such office need not be distinct from an office in which Redeveloper carries on its other business activities. The Redeveloper may change the location of such office within the State of New Jersey upon at least ten (10) Days prior written notice to the Borough.

ARTICLE VII

PROJECT OVERSIGHT

Section 7.01. Progress Meetings. The Parties agree to attend and participate in quarterly progress meetings ("Progress Meetings") to report on the status of the Project Improvements and to review the progress under the Project Schedule.

The agenda for the Progress Meetings shall include, but not be limited to, a status report with regard to Governmental Approval submissions and approvals, financial commitments, construction of the Project Improvements, compliance with the Site Plan and the Redevelopment Plan and activities concerning marketing, sales and leasing. At the Progress Meetings, this information will be evaluated by the Borough to determine compliance with the terms and conditions of this Agreement, the Redevelopment Plan, the Site Plan, the Project Schedule, and all Applicable Law.

Section 7.02. Progress Reports. The Redeveloper shall submit to the Borough a detailed quarterly written progress report ("Progress Report") which shall include a description of activities completed, the activities to be undertaken prior to the next quarterly Progress Report, the status of all Governmental Approvals, an explanation of each activity, if any, which is showing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates in the Project Schedule and an explanation of corrective action taken or proposed. The written progress report shall also contain the most current Estoppel Certificate. The first Progress Report shall be due at the first Progress meeting.

Section 7.03. General Access to the Project Area. The Borough and its authorized representatives shall generally have the right to enter the Project Area to inspect the Project

Improvements and any and all work in progress for the purpose of furthering its interest in this Agreement. In no event shall the Borough's inspection of the Project Improvements (or any construction activities related thereto) be deemed acceptance of the work or be deemed to waive any right the Borough has under this Agreement. The Borough acknowledges that the Project Area will be an active construction site and that the Redeveloper shall not be liable or responsible to the Borough, its employees or agents for injury to person or property sustained in connection with any such inspection, except to the extent that the Redeveloper violates the standard of due care owed to invitees.

ARTICLE VIII

[RESERVED]

ARTICLE IX

CERTIFICATES OF OCCUPANCY AND COMPLETION

Section 9.01 Certificate of Occupancy. Upon completion of the construction of any building(s) or unit(s) that is included as part of the Project Improvements, the Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for that building or unit, as applicable. The Redeveloper shall take all actions required for issuance of a Certificate of Occupancy and the Borough shall promptly process any applications for same.

Section 9.02. Certificate of Completion. The completion of the Project Improvements, or a portion thereof, including, but limited to, a building or unit, as applicable, shall be evidenced by a certificate of the Borough in recordable form ("Certificate of Completion") accepting the terms of a certification of the Redeveloper stating that: (a) the Project Improvements, or applicable portion thereof, have been Completed (excluding any normal and customary tenant improvements) in accordance with the approved Site Plan and all labor, services, materials and supplies used in connection therewith have been paid for or adequate security has been posted in connection therewith; (b) other facilities necessary to achieve Substantial Completion and commence occupancy of the Project Improvements, or a portion thereof, have been acquired, constructed or improved in accordance with the approved Site Plan and all costs and expenses incurred in connection therewith have been paid or adequate security otherwise posted; and (c) a Certificate of Occupancy, if required, and any other permissions required, if any, by Governmental Authorities for the occupancy and use of all or portions of the Project Improvements, as applicable, for the purposes contemplated by this Agreement have been obtained. The Borough shall not unreasonably withhold or delay the delivery of a Certificate of Completion. If the Borough determines that the Redeveloper is not entitled to a Certificate of Completion, the Borough shall, at the written request of the Redeveloper, within thirty (30) Days of receipt of the written request, provide the Redeveloper with a written statement of the reasons the Borough refused or failed to furnish a Certificate of Completion. If the reason for the refusal is confined to the immediate availability of specific minor finish items, the Borough will issue its Certificate of Completion upon the posting of a bond, cash, or other reasonably satisfactory security, by the Redeveloper with the Borough in an amount representing one hundred twenty (120%) percent of the value of the work not yet completed unless Completion of such work is covered by and secured by performance security reasonably acceptable in form and content by the Borough.

Section 9.03 Effect of Certificate of Completion. The Certificate of Completion shall constitute a recordable determination of the satisfaction and termination of the conditions, terms and the covenants and restrictions contained in this Agreement, in the Redevelopment Law and in the Redevelopment Plan with respect to the Redeveloper's obligation to construct the Project, or a portion thereof, as applicable, within the dates contained in the Project Schedule. Upon issuance of a Certificate of Completion for the Project, or a portion thereof, the conditions determined to exist at the time the Project Area, or portion thereof, was determined to be "an area in need of redevelopment" shall be deemed to no longer exist, and the land and the Project Improvements, or portion thereof, constructed upon the Project Area shall no longer be subject to eminent domain. If a Certificate of Completion is issued for less than all of the Project Area or Project Improvements, then the balance of the Project Area shall continue to be within a redevelopment area and subject to the Redevelopment Plan. Granting of the Certificate of Completion releases all parties of their rights and obligations under this Agreement as to the Project or portion thereof for which the Certificate of Completion is issued.

Section 9.04 Additional Inspectors. At Redeveloper's request, the Borough will seek to timely retain the services of qualified code and sub-code inspectors to carry out inspections of the Project Improvement, or portion(s) thereof, during their construction. The cost of such additional inspections shall be deemed Borough Costs.

ARTICLE X

REPRESENTATIONS AND WARRANTIES; REDEVELOPER COVENANTS

Section 10.01. Representations and Warranties by the Redeveloper. In addition to, but not limited by, any and all other representations and warranties of the Redeveloper contained in this Agreement, the Redeveloper hereby represents and warrants the following to the Borough for the purpose of inducing the Borough to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date (such representations and warranties to survive the termination or expiration of the Term of this Agreement):

(a) The Redeveloper is a duly organized and validly existing legal entity under the laws of the State, is authorized to do business in the State, and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Agreement.

(b) The Redeveloper has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder.

(c) This Agreement has been duly authorized, executed and delivered by the Redeveloper and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and delivery thereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Redeveloper is a party.

(d) No receiver, liquidator, custodian or trustee of the Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date.

(e) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper shall have been filed.

(f) No indictment has been returned against any partner, member or officer of the Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Agreement or otherwise.

(g) There is no pending or, to the best of the Redeveloper's knowledge, threatened litigation that would prevent the Redeveloper from performing its duties and obligations hereunder.

(h) There are no suits, other proceedings or investigations pending or, to the best of the Redeveloper's knowledge, threatened against the Redeveloper that would have a material adverse effect on the financial condition of the Redeveloper.

(i) All materials and documentation submitted by the Redeveloper and its agents to the Borough and its agents were, at the time of such submission, and as of the Effective Date, materially accurate, and the Redeveloper shall continue to inform the Borough of any material and adverse changes in the documentation submitted. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the Borough to enter into this Agreement.

(j) The Redeveloper is financially and technically capable of acquiring the Project Area and developing, designing, financing and constructing the Project Improvements.

(k) The Redeveloper agrees that the cost and financing of the Project is the responsibility of the Redeveloper.

(l) The Redeveloper shall, at such times as the Borough may request, furnish the Borough with a complete statement subscribed and sworn to by a partner, member or officer of the Redeveloper, setting forth all of the ownership interests of the Redeveloper, or other owners of equity interests of the Redeveloper, and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Redeveloper, their names and the extent of such interest.

Section 10.02. Mutual Representations.

(a) The Borough and the Redeveloper agree that the Project shall be governed by this Agreement.

(b) In the event that any contractual provisions that are required by Applicable Law have been omitted, then the Borough and the Redeveloper agree that this Agreement shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Agreement. If such incorporation occurs and results in a change in the obligations or benefits one of the Parties, the Borough and the Redeveloper agree to act in good faith to mitigate such changes in position.

Section 10.03. Redeveloper Covenants. In addition to, but not limited by, any and all other covenants and agreements of the Redeveloper contained in this Agreement, the Redeveloper hereby covenants and agrees to the following for the purpose of inducing the Borough to enter into this Agreement and to consummate the transactions contemplated hereby (collectively, "Redeveloper Covenants"):

(a) The Redeveloper shall use diligent efforts to obtain all Government Approvals necessary for the construction and development of the Project Improvements. The Redeveloper shall construct, improve, operate and maintain the Project Improvements in compliance with all Governmental Approvals, and Applicable Law including, but not limited to, such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder as shall be binding upon the Redeveloper. The Redeveloper shall provide evidence reasonably satisfactory to the Borough that the Project Improvements are in compliance with all applicable State and Federal environmental statutes and regulations.

(b) The Redeveloper shall (i) obtain financing of the Project and (ii) shall begin and Complete construction of each item in the Project Schedule and Article V hereof, on or prior to the applicable date set forth therein (and for those items for which commencement dates only are given, such items shall be completed in a commercially reasonable period). All activities performed under this Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by reputable developers of similar developments of the character, scope and composition of the Project Improvements.

(c) The Redeveloper shall construct the Project Improvements in accordance with this Agreement, the Redevelopment Law, the Redevelopment Plan, the Site Plan, and all other Applicable Law and, in the event that the Redeveloper wishes to change or modify the Project Improvements, notwithstanding the fact that such change or modification is authorized by the Redevelopment Plan, such changes or modifications must, in all circumstances, comply with Article V ("Change in Plans"), hereof. The Redeveloper acknowledges that the Borough has relied on the proposed Project Schedule and Article V hereof, along with its rights to review and approve of the Site Plan, in entering into its obligations under this Agreement.

(d) The Redeveloper shall complete the Project Improvements or cause same to be completed, on or prior to the date set forth in the Project Schedule and Article V hereof at its sole cost and expense.

(e) Upon completion of the development and construction of the Project Improvements, the Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project Improvements for the purposes contemplated hereby.

(f) The Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Improvements, nor shall the Redeveloper itself, or any Person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Project Improvements.

(g) The Redeveloper shall not restrict the sale, lease, sublease, rental, transfer, use,

occupancy, tenure, or enjoyment of the Project Improvements on the basis of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender of any person.

(h) The Redeveloper shall not suspend or discontinue the performance of its obligations under this Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project Improvements.

(i) The Redeveloper shall immediately notify the Borough of any material change in its financial condition from the information provided to the Borough by the Redeveloper indicating the Redeveloper's financial capability to develop, finance and construct the Project Improvements in furtherance of the Borough's consideration in designating the Redeveloper as the redeveloper of the Project Area.

(j) The Redeveloper shall not use the Project Area, Project Improvements or any part thereof for which a Certificate of Completion has not been issued, in a manner that is inconsistent with the Redevelopment Plan, this Agreement, and the Site Plan.

(k) The Redeveloper shall not use the Project Area, Project Improvements or any part thereof for which a Certificate of Completion has not been issued, as collateral for an unrelated transaction.

(l) The Redeveloper shall prepare and timely file all municipal tax returns required to be filed by it, if any, and shall promptly pay and discharge all taxes, assessments and other levies imposed upon it, the Project Area and/or the Project Improvements, or any other of its property located within the Borough, before the same shall become in default.

(m) In consideration for the rights, benefits and protections afforded the Redeveloper pursuant to this Agreement, including without limitation, the forbearance by the Borough of its right to exercise its power of condemnation in accordance with, and as set forth in, Section 10.04 hereof, the Redeveloper hereby expressly, knowingly, voluntarily and irrevocably waives and relinquishes, to the fullest extent permitted by law, any and all statutory, contractual, common law or other claim, right or claim of right, action, or cause of action it may otherwise have, at law, in equity, or otherwise, to challenge, assert, pursue, institute, enforce, bring suit or any other legal action, or cause of action, dispute, contest, object, appeal or otherwise use as a defense, in any and all legal, administrative, judicial or other proceedings, suits, actions or cause of action, at law, in equity, or otherwise, in any court, tribunal or administrative hearing, or otherwise, including without limitation, any condemnation proceeding, or before any Governmental Authority, or arbitration board or panel, or otherwise, with respect to any and all of the following: (i) the determination, decision, finding, conclusion or action, official or otherwise, by the Borough that the Project Area is an area in need of redevelopment pursuant to, and in accordance with, the Redevelopment Law, (ii) that the Project Area is properly, appropriately, and for all purposes, legally, included within the Redevelopment Area, (iii) any and all actions, inactions, determinations, decisions, conclusions or findings, official or otherwise, of the Borough or any of the Borough's instrumentalities, authorities, agencies, boards, bodies or departments, including without limitation, the Planning Board, with regards to the Project Area, the Redevelopment Area, Redevelopment Plan, the redevelopment process, or otherwise, or (iv) the constitutionality, legal authority, preemption or precedent, in accordance with Federal, State

or any other law, or otherwise, of the Redevelopment Law, including any provision contained therein, and its application, by the Borough or any of the Borough's instrumentalities, authorities, agencies, boards, bodies or departments, including without limitation, the Planning Board, or otherwise, to the Project Area, the Redevelopment Area, the Redevelopment Plan, the redevelopment process, or otherwise.

Section 10.04. Borough Representations and Covenants.

In addition to, but not limited by, any and all other covenants and agreements of the Borough contained in this Agreement, the Borough hereby covenants and agrees to the following for the purpose of inducing the Redeveloper to enter into this Agreement and to consummate the transactions contemplated hereby (collectively, the "Borough Covenants"):

- (a) The Borough is a municipal corporation of the State with all due power and authority to enter into this Agreement.
- (b) The Borough has duly authorized the execution and delivery of this Agreement.
- (c) The Borough is lawfully authorized to conduct its business within the State with all due power and authority to incur and perform its obligations hereunder.
- (d) All statutory notice and procedural requirements have been satisfied by the Borough concerning the actions of the Borough Council set forth in the language of this Agreement.
- (e) There is no action, suit or proceeding at law or in equity now pending or, to the knowledge of the Borough, threatened against or affecting the Borough that, if already determined, would materially impair its right and ability to perform its obligations under this Agreement.
- (f) The Project Area is a valid, proper, and existing "area in need of redevelopment" under the Redevelopment Law and was duly designated as same by the Borough.
- (g) The Redevelopment Plan is a valid, proper, and existing redevelopment plan under the Redevelopment Law and was duly prepared and adopted as same by the Borough.
- (h) The execution and delivery of this Agreement and the performance by the Borough of its obligations under this Agreement do not and will not violate any provision of law and will not result in the breach of, or constitute an event of default, under any agreement to which the Borough is a party or by which it is bound.
- (i) The Borough is acting as the redevelopment entity, with responsibility to implement the Redevelopment Plan, and has previously designated the Redeveloper as the conditional Redeveloper of the Project Area.
- (j) The Redeveloper is the sole and exclusive redeveloper of the Project Area.
- (k) Unless otherwise directed to by the Redeveloper, the Borough shall forbear from seeking to acquire or obtain title to the Project Area through the exercise of the Borough's power of condemnation in accordance with the Redevelopment Law.
- (l) Upon the Completion of the Project Improvements, or portion(s) thereof, in

accordance with the terms hereof, the conditions that were found and determined to exist at the time the Project Area was determined to be in need of redevelopment shall be deemed to no longer exist, the land and improvements thereon shall no longer be subject to eminent domain as a result and the conditions and requirements of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect to the Project Improvements.

Section 10.05. Effect and Duration of the Covenants. Except as otherwise set forth herein, it is intended and agreed that the agreements and covenants set forth in this Article X and those elsewhere in this Agreement shall be covenants running with the Project Area until the Project Improvements shall be Completed, and such covenants shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by Applicable Law and equity, for the benefit and in favor of, and enforceable by, the Borough, its successors and assigns, and any successor in interest to the Project Improvements, or any part thereof, the Redeveloper, its successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Improvements, or any part thereof. It is further intended and agreed that the agreements and covenants herein that expressly state shall survive termination of this Agreement, including without limitation, Sections 4.05, 10.03 (f), (g), (j), (k), (l), and (m), and 11.01 hereof, shall be covenants running with the Project Area and shall remain in effect without limitation as to time.

Section 10.06. Enforcement of Covenants by the Borough. In amplification, and not in restriction of the provisions of this Article X, it is intended and agreed that the Borough and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Borough for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Borough has at any time been, remains, or is an owner of any land or interest therein, or in favor of which such agreements and covenants relate. The Borough shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled, including all other rights as more specifically set forth in Article XV. This Section is not intended to confer standing to sue on any party other than the Borough.

ARTICLE XI

INDEMNIFICATION; INSURANCE

Section 11.01. Redeveloper Indemnification.

(a) The Redeveloper covenants and agrees, at its expense, to pay and to indemnify, protect, defend and hold the Borough Indemnified Parties harmless from and against all liability, losses, damages, demands, costs, claims, lawsuits, administrative proceedings, fines, penalties, and expenses of every kind, character and nature resulting, wholly or partially, from the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, financing, leasing or sale of the Project Area and/or the Project Improvements,

including but not limited to, (i) the death of any person or any accident, injury, loss, and damage whatsoever to any person or to the property of any person which shall occur on or adjacent to the Project Area and/or Project Improvements and which results, wholly or partially, from any negligence or willful misconduct of Redeveloper, its agents, servants, employees, or contractors, but excluding damage, liability, costs and expenses to the extent that same may result from gross negligence or willful misconduct of the Borough, its employees, representatives or agents, or (ii) any lawsuit or other proceeding commenced by any person or entity, because of action(s) or omissions taken by the Redeveloper, its contractors, employees, agents, representatives and elected or appointed officials in connection with the Project Area and/or Project Improvements or this Agreement.

(b) The Redeveloper shall defend, indemnify and hold harmless the Borough Indemnified Parties and its officers, agents, employees, contractors, and consultants from any claims, investigations, liability, loss, injury, damage, Remediation Costs, lawsuits, civil proceedings, fines, penalties, and expenses including reasonable attorneys fees and disbursements which result, wholly or partially, from (i) the performance or any failure or delay of performance by the Redeveloper of its obligations under the Agreement; (ii) any bodily injury or property damage that may occur in the Project Area during the term of the Agreement, provided however, that such indemnity shall not include the actions or inactions of third-parties over whom the Redeveloper does not exercise control, as long as the Redeveloper maintains and enforces commercially reasonable security measures and commercial liability insurance to protect against such actions or inactions

(c) In any situation in which a Borough Indemnified Party is entitled to receive and desires indemnification by the Redeveloper, the Borough Indemnified Party shall give prompt notice of such situation to the Redeveloper. Failure to give prompt notice to the Redeveloper shall not relieve the Redeveloper of any liability to indemnify the Borough Indemnified Party, unless such failure to give prompt notice materially impairs the Redeveloper's ability to defend such party. Upon receipt of such notice, the Redeveloper shall resist and defend any action or proceeding on behalf of the Borough Indemnified Party, including the employment of counsel reasonably acceptable to the Borough Indemnified Party, the payment of all expenses and the right to negotiate and consent to settlement. All of the Borough Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of the indemnified party unless the employment of such counsel is specifically authorized by the Redeveloper, which authorization shall not be unreasonably withheld or delayed. The Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Redeveloper or if there is a final judgment against the Borough Indemnified Party in any such action, the Redeveloper agrees to indemnify and hold harmless the Borough Indemnified Party from and against any loss or liability by reason of such settlement or judgment for which the Borough Indemnified Party is entitled to indemnification hereunder. The Redeveloper shall have the right to settle any such action on terms it deems appropriate provided that no admission of liability by the Borough Indemnified Party is required. In the event the Borough refuses to provide a release of such action, and a final judgment is rendered against the Redeveloper, the Borough shall be responsible for the Redeveloper's counsel fees and costs incurred subsequent to the Borough's refusal to release the action and for that amount of the judgment which is in excess of the sum for which the Redeveloper would have otherwise settled the action.

(d) The Redeveloper's indemnity provided under this Section 11.01 shall survive the termination of this Agreement and shall run with the land.

Section 11.02. Insurance Required.

(a) Prior to the commencement of construction of the Project Improvements, the Redeveloper shall furnish or shall cause to be furnished, to the Borough, duplicate originals of commercial general liability insurance, insuring the Borough against losses, costs, liabilities, claims, causes of action and damages for bodily injury and property damage on all property in the Project Area or related to the construction thereon, in the amount of at least Five Million Dollars (\$5,000,000.00) combined single limit coverage. Such insurance shall include blanket contractual liability coverage. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, including, but not limited to, claims of subcontractors, however occasioned, occurring during the policy term, shall be endorsed to add the Borough as an additional insured, and to provide that such coverage shall be primary and that any insurance maintained by the Borough shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation against the Borough

(b) Builder's Risk Insurance for the benefit of the Redeveloper (subject to the interests of any Holder), during the term of construction, sufficient to protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism, and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the replacement cost (to current building code) of the Project Improvements, including items of labor and materials connected therewith, whether in or adjacent to the structure(s) insured, and materials in place or to be used as part of the permanent construction.

(c) The Redeveloper shall also furnish or cause to be furnished to the Borough evidence satisfactory to the Borough that the Redeveloper and any contractor with whom it has contracted for the construction of the Project Improvements carries workers' compensation insurance as required by law, and an employer's liability insurance endorsement with customary limits, and shall be endorsed with a waiver of subrogation clause for the Borough.

(d) All insurance policies required by this section shall be obtained from insurance companies licensed in the State of New Jersey and rated at least A in Best's Insurance Guide or such lesser rated provider that is proposed by the Redeveloper and is reasonably acceptable to the Borough.

(e) All insurance policies required by this Section shall be non-assessable and shall contain language to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by the Borough, (ii) the policies cannot be canceled or materially changed except after thirty (30) Days written notice by the insurer to the Borough, and (iii) the Borough shall not be liable for any premiums or assessments. All such insurance shall have deductibility limits reasonably satisfactory to the Borough and shall contain cross liability endorsements.

(f) The Redeveloper's obligation to maintain insurance pursuant to, and in accordance with, this Section 11.02 shall terminate upon issuance of a Certificate of Completion with respect to the Project Improvements, or portion(s) thereof.

ARTICLE XII
TRANSFERS

Section 12.01. Prohibition Against Speculative Development. The Redeveloper covenants that its undertakings pursuant to this Agreement shall be for the purpose of redevelopment of the Project Area and not for speculation in redevelopment.

Section 12.02. Prohibition Against Transfers.

(a) The Redeveloper recognizes that, in view of (i) the importance the redevelopment to the general welfare of the community; (ii) the public assistance to be made available by law and by the Borough on the conditions stated herein, for the purpose of making such redevelopment possible; and (iii) the fact that a change in ownership or control of the Redeveloper, or any other act or transaction involving or resulting in a change in ownership or control of the Redeveloper to the degree thereof, is for practical purposes a transfer or disposition of the property interest then owned by the Redeveloper, the qualifications and identity of the Redeveloper and its principals are of particular concern to the Borough, no voluntary or involuntary successor in interest of the Redeveloper shall acquire any interest in or rights or powers under this Agreement except as expressly set forth herein.

(b) In order to assist in the effectuation of the purpose of this Article, the Redeveloper agrees that during the period between the execution of this Agreement and the Completion of the Project as evidenced by the issuance of a Certificate of Completion, the Redeveloper shall, at such time or times as the Borough may request, furnish the Borough with a complete statement subscribed and sworn to by the managing partner, managing member or other executive officer or member of the Redeveloper, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of the Redeveloper or Affiliates, and the extent of their respective holdings, and in the event any other Parties have a beneficial interest in the Redeveloper and/or Affiliates, their names and the extent of such interests.

Section 12.03. Retention of Title to Property; Redeveloper to Maintain its Existence. Except where expressly permitted hereunder, during the Term of this Agreement, the Redeveloper shall not, prior to the issuance of a Certificate of Completion for the Project Improvements, or portion thereof, and without the prior written approval of the Borough: (a) effect or permit any change, directly or indirectly, in the ownership or control of the Project Area, Project Improvements, or any portion thereof, (b) assign or attempt to assign or convey any interest in this Agreement or any rights herein, or (c) make any total or partial sale, transfer, or conveyance of the whole or any part of its interest in the Project Area or Project Improvements (individually and collectively, a "Transfer").

Section 12.04. Permitted Transfers.

(a) The Redeveloper, without violating the provisions of Section 12.02 or Section 12.03 hereof, may effect the following Transfers, to which the Borough hereby consents without the necessity of further action by the Borough ("Permitted Transfers"):

(i) security for, and only for, the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement with respect to completing the Project Improvements and any other purpose authorized by this Agreement;

- (ii) a mortgage or mortgages and other liens and encumbrances (including mechanic's liens) for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project Improvements;
- (iii) utility and other development easements;
- (iv) environmental covenants and restrictions imposed by a Governmental Agency or Governmental Authority as a condition of any permit or approval;
- (v) any lease or contract of sale for a unit within the Project Improvements;
- (vi) the transfer, in the aggregate, of less than ten (10%) percent of the ownership interest in the Redeveloper;
- (vii) transfer of any interest in the Project Area or the Improvements to any partner/member of the Redeveloper or to an Affiliate of the Redeveloper, subject to disclosure by written notification to the Borough of the same;
- (viii) a lease of the Project Area to one or more qualified lessees, who prior to the Completion of the Project Improvements, shall at all times be acting on behalf of, and as agent for, the Redeveloper in accordance with the terms hereof, provided however, that nothing contained herein shall waive, relinquish, release or otherwise relieve the Redeveloper of its obligation to Complete the Project Improvements in accordance with the terms of the Agreement, and provided further that any violation, breach or contravention of this Agreement caused by or on behalf of, or attributable to, a qualified lessee, or any of its agents, servants, employees, officials, contractors or subcontractors, that would cause or result in an Event of Default hereunder shall be deemed a Redeveloper Event of Default;
- (ix) any contract or agreement with respect to any of the foregoing exceptions.

Section 12.05. Notice of Permitted Transfers. With respect to any Permitted Transfers, the Redeveloper shall provide to the Borough written notice of such Permitted Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such transferee.

Section 12.06. Transfers Void. Any transfer of the Redeveloper's interest in violation of this Agreement shall be an Event of Default of the Redeveloper and shall be null and void *ab initio*. Such Event of Default shall entitle the Borough to seek all remedies available under the terms hereof, and those available pursuant to law or equity, including termination of this Agreement. In the absence of specific written consent by the Borough, no such sale, transfer, conveyance or assignment of the Project, or Project Area, or any part thereof, or approval thereof by the Borough, shall be deemed to relieve the Redeveloper from any obligations under this Agreement. In the event of any attempted transfer in violation of the restrictions in this Article, the Borough shall be entitled to the ex parte issuance of an injunction restraining such transfer, and the award of legal fees and related expenses of the Borough in connection with any such legal action. Upon the recording of the final Certificate of Completion, the provisions set forth in this Article shall be deemed terminated.

Section 12.07. Termination of Restrictions. Without limiting any provisions of the Redeveloper's Representations and Warranties, the provisions of this Article shall terminate and be of no further force and effect after the issuance of a Certificate of Completion for the Project, or portion thereof.

ARTICLE XIII
ADDITIONAL TERMINATION RIGHTS

Section 13.01. Additional Termination Rights of Borough. This Agreement shall terminate upon notice by the Borough to the Redeveloper of its decision to so terminate after the expiration of applicable cure periods for Redeveloper as set forth in this Agreement and subject to Uncontrollable Circumstances, Tolling Events and Market Conditions, if:

(a) On or before thirty-six (36) months from the Preliminary Site Plan approval by the Planning Board pursuant to **Section 5.03**, the Redeveloper has not received the Governmental Approvals necessary to Commence Construction of the Project Improvements for Phase 1, provided that Redeveloper shall be permitted to obtain reasonable extensions of time to satisfy conditions in the Governmental Approval that may require more than thirty-six (36) months to satisfy;

(b) No later than one hundred twenty (120) Days from the issuance of the first building permit by the Borough, the Redeveloper has not Commenced Construction on the Project Improvements for Phase 1; or

(c) A final Certificate of Completion for the Project Improvements for Phase 1 have not been issued forty-eight (48) months from the issuance of the first building permit by the Borough.

Nothing in this **Section 13.01** shall prevent the Borough from declaring that a Redeveloper Event of Default has occurred or from pursuing any of its other remedies hereunder.

ARTICLE XIV
MORTGAGE FINANCING; NOTICE OF DEFAULT TO MORTGAGEE;
RIGHT TO CURE

Section 14.01. Mortgage Financing.

(a) Neither the Redeveloper nor any successor in interest to the Project, or any part thereof, shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Project Site or the Project Improvements, whether by express agreement or operation of law, or suffer any encumbrance or lien (other than liens for governmental impositions) to be made or attach to the Project Site or the Project Improvements, in excess of ninety percent (90%) of Project Costs, except as may be approved by the Borough (which approval shall not be unreasonably withheld) for the purpose of obtaining funds in connection with the construction of the Project Improvements, provided however, that upon the issuance of a Certificate of Completion for the Project Improvements, or any portion thereof, such prohibition shall no longer apply with respect to the corresponding parcel of land and improvements. The Redeveloper, or its successor in interest, shall notify the Borough in advance of any such financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Project Improvements, or any part thereof (the mortgagee thereunder, a "Holder", it being hereby expressly acknowledged that under no circumstances shall an Affiliate, be deemed a Holder hereunder) and, in any event, the Redeveloper shall promptly notify the

Borough of any encumbrance or lien (other than liens for governmental impositions) that has been created on or attached to any portion of the Project Site or the Project Improvements, whether by voluntary act of the Redeveloper or otherwise, upon obtaining knowledge or notice of same.

(b) To the extent reasonably requested by the Redeveloper, the Borough shall execute such other agreements and/or documents (in form and content reasonably acceptable to the Borough) as may be requested or required by any mortgagee with respect to financing for the Project Improvements (a “Holder”), or any equity participant of the Redeveloper, provided however, that any such agreement or document shall not materially and adversely alter any of the rights or obligations of the Redeveloper or the Borough under this Agreement.

Section 14.02. Notice of Default to the Redeveloper and Right to Cure.

(a) Whenever the Borough shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Agreement, the Borough shall at the same time deliver to each Holder a copy of such notice or demand, provided that the Redeveloper has delivered to the Borough a written notice of the name and address of such Holder. Each such Holder shall (insofar as the rights of the Borough are concerned) have the right at its option within one hundred (120) Days after the receipt of such notice (and the expiration of all applicable cure periods), to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds.

(b) To the extent that any Holder is required to foreclose against any lien it has with respect to the Project Improvements (as a result of a Redeveloper Event of Default or a default by the Redeveloper under any agreements executed by the Redeveloper and its Project Lenders), the Borough agrees to forebear from the enforcement of any remedies provided under this Agreement that it may have against the Redeveloper in order to permit such Holder to assume the obligations of the Redeveloper under this Agreement, provided however, that the Borough shall not be obligated to forebear from the exercise of any remedies available to it hereunder if such forbearance will result (or may result, in the reasonable judgment of the Borough) in a waiver of the Borough’s rights under this Agreement or a material and adverse effect on the Borough’s rights or performance obligations hereunder or any material increase in the Borough’s financial obligations hereunder.

Section 14.03. No Guarantee of Construction or Completion by Holder.

(a) A Holder shall in no manner be obligated by the provisions of this Agreement to construct or complete the Project Improvements, or to guarantee such construction or completion; nor shall any covenant or any other provisions be construed so to obligate a Holder. Nothing contained in this Agreement shall be deemed to permit or authorize such Holder to undertake or continue the construction or completion of the Project Improvements (beyond the extent necessary to conserve or protect the Holder’s security, including the improvements or construction already made) without the Holder or Affiliate of Holder first having expressly assumed the Redeveloper’s obligations to the Borough with respect to the Project Improvements by written agreement reasonably satisfactory to the Borough.

(b) If a Holder forecloses its mortgage secured by the Project Area or Project

Improvements, or takes title (in its name or the name of an Affiliate) to the Project Area or Project Improvements by deed-in-lieu of foreclosure or similar transaction (collectively a “Foreclosure”), the Holder or its Affiliate shall have the option to either (i) sell the Project Area or Project Improvements, as applicable, to a responsible Person reasonably acceptable to the Borough, which Person shall expressly assume the obligations of the Redeveloper under this Agreement, and/or (ii) itself, or its Affiliate, expressly assume the obligations of the Redeveloper under this Agreement. In the event of a Foreclosure and provided the Holder or the purchaser is in compliance with this Agreement, the Borough shall not seek to enforce against the Holder or purchaser of such parcel any of the remedies available to the Borough pursuant to the terms of this Agreement available in connection with the events preceding the Foreclosure. The Holder, or the entity assuming the obligations of the Redeveloper as to the parcel affected by such Foreclosure or sale, in that event must agree to complete the Project Improvements in the manner provided in this Agreement, but subject to reasonable extensions of the applicable Completion Date, and shall submit evidence reasonably satisfactory to the Borough that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder, or other entity assuming such obligations of the Redeveloper, properly completing the Project Improvements shall be entitled, upon written request made to the Borough, to Certificates of Completion. Nothing in this Agreement shall be construed or deemed to permit or to authorize any Holder, or such other entity assuming such obligations of the Redeveloper, to devote the Project Area, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement. The Holder or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Project Area or Project Improvements in accordance herewith.

Section 14.04. Cooperation with Holder. The Borough shall reasonably cooperate with a Holder to modify the provisions of this Agreement if reasonably requested by Holder or a proposed Holder, provided, however, that such modifications shall not materially reduce the rights or increase the responsibilities of the Borough hereunder.

ARTICLE XV

EVENTS OF DEFAULT AND REMEDIES

Section 15.01. Events of Default. Any one or more of the following shall constitute an Event of Default hereunder (with none of the following to be construed as a limitation on any other):

(a) Failure of the Redeveloper or the Borough to observe and perform any covenant, condition or agreement under this Agreement, and continuance of such failure for a period of sixty (60) Days, after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied, provided however, if the failure is one which cannot be remedied within the sixty (60) Days after such written notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable after such written notice.

(b) (i) The Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian

shall have been legally appointed with or without consent of the Redeveloper; (iii) the Redeveloper (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper and shall not have been dismissed for a period of ninety (90) consecutive Days; (vii) an order for relief shall have been entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code; (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstated and in effect for any period of ninety (90) consecutive Days; or (ix) the Redeveloper shall have suspended the transaction of its usual business.

(c) The Redeveloper shall be in default of or violate its obligations with respect to the acquisition, design, development and/or construction of the Project in accordance with this Agreement (including, but not limited to, the Project Schedule), the Site Plan, or shall abandon or substantially suspend construction work (unless such suspension arises out of a Tolling Event or Uncontrollable Circumstance), and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within sixty (60) Days after written demand by the Borough to do so, provided however, that if the default or violation is one which cannot be completely remedied within the sixty (60) Days after such written notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable after such written notice.

(d) The filing of a complaint in Foreclosure against the Redeveloper or the issuance of a deed in lieu of Foreclosure for any financing in connection with the Project.

(e) The Redeveloper or its successor in interest (except for third parties to which a portion of the Project Improvements has been conveyed in the ordinary course of business) shall fail to pay any real estate taxes, payments in lieu of taxes, or assessments on any real property or any part thereof owned by it in the Borough when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialman's, mechanics' or construction lien, or any other unauthorized encumbrance or lien to attach and such real estate taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Borough made for such payment, removal, or discharge, within sixty (60) Days after written demand by the Borough to do so.

(f) There is, in violation of this Agreement, any Transfer.

Section 15.02. Uncontrollable Circumstance. Performance by either party hereunder shall not be deemed to be in default where delays or failure to perform are the result of a Tolling Event or Uncontrollable Circumstance that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or obligations of the parties to this Agreement, provided however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Agreement. It is agreed that the terms,

obligations and responsibilities set forth in this Agreement and the schedules and deadlines set forth throughout this Agreement shall be suspended or modified for the period of time that the Uncontrollable Circumstance or Tolling Event remains in effect, and the relevant terms of this Agreement and any schedules and deadlines shall be modified/extended for the period of delay caused thereby. The Party who seeks the benefit of the above described modification/extension shall, within thirty (30) Days after that Party's actual discovery of any such Uncontrollable Circumstance or Tolling Event, notify the other Party in writing of the Uncontrollable Circumstance or the Tolling Event, and of the cause(s) thereof, and the need for a modification/extension of the term and an extension for the period of the enforced delay.

Section 15.03. Remedies Upon Events of Default by the Redeveloper.

(a) If an Event of Default by the Redeveloper occurs, then the Borough may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper, as applicable, under this Agreement, including the seeking of damages (including reasonable attorneys' fees and costs). Further, but subject to any cure provisions afforded the Redeveloper hereunder, the Borough shall have the right, in its sole and absolute discretion, upon ten (10) Days' notice to the Redeveloper and any Holder, to terminate this Agreement and the Redeveloper's designation as the redeveloper of the Project Improvements.

(b) In the event that this Agreement is terminated by the Borough pursuant to this Section 15.03, the Borough shall terminate the Redeveloper's designation as the redeveloper of the Project Area. The Redeveloper shall pay over to the Borough all of the costs and/or damages (including reasonable counsel fees) incurred by the Borough on account of the default of the Redeveloper. The Borough shall have the right to apply to the aforementioned costs or damages incurred by the Borough as aforesaid, any funds of the Redeveloper in the hands of the Borough at the time of such default and termination.

Section 15.04. Remedies Upon Events of Default by the Borough. In the event that an Event of Default by the Borough occurs, then the Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Borough, as applicable, under this Agreement, including the seeking of damages (including reasonable counsel fees and costs). Further, but subject to any cure provisions afforded the Borough hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, upon sixty (60) Days' notice to the Borough, to terminate this Agreement.

Section 15.05. Specific Performance. Unless otherwise provided for in this Agreement, if an Event of Default occurs, or a party hereto threatens to take an action that will result in the occurrence of an Event of Default, the non-defaulting (or non-threatening) party shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to the Borough or the Redeveloper and that money damages may not provide an adequate remedy thereto.

Section 15.06. Failure or Delay. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any

default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 15.07. Remedies Cumulative. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. In no event, however, shall a party be entitled to recover more than its actual damages.

Section 15.08. Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting party of its obligations under this Agreement unless this Agreement is terminated as a result of such Event of Default, as and to the extent permitted hereunder.

Section 15.09. Litigation Costs. In the event that a party to this Agreement successfully pursues an action to enforce any remedy provided in this Article, that party shall be entitled to payment by the other party of all reasonable costs and expenses incurred in connection with such action.

Section 15.10. Mitigation. The parties shall act reasonably to mitigate any damages that may be incurred as a result of an Event of Default hereunder.

Section 15.11. Documents to be Delivered Upon Termination. In the event this Agreement is terminated for any reason, except as a result of an Event of Default by the Borough, the Redeveloper shall deliver to the Borough, within thirty (30) Days after such termination, copies of all reports, studies, data, plans, surveys, title reports, maps and specifications prepared by the Redeveloper and third parties with respect to the Project Area and the Project Improvements and all documents, reports, permits and approvals obtained by the Redeveloper relating to the Project Area and the Project Improvements (collectively, "Project Information"). This Project Information, however, shall specifically exclude all proprietary information. Unless expressly provided for by any third party, the Borough shall have no claim against any third party who prepared such Project Information for any inaccuracies or faults contained therein.

Section 15.12. Condemnation/Casualty. In the event that all or any substantial portion of the Millprop Property is condemned or taken by eminent domain by any condemning authority or is damaged or destroyed by casualty prior to commencement of construction (other than casualty to any portion of the Millprop Property that will be demolished as part of the Project), Redeveloper may, at its option, terminate this Agreement by written notice to the Borough within thirty (30) days after Redeveloper is notified of the condemnation, taking, damage or casualty. The Parties agree that Redeveloper alone shall be entitled to any condemnation awards for the Millprop Property.

ARTICLE XVI **MISCELLANEOUS**

Section 16.01. Notices. Formal notices, demands and communications between the

Borough and the Redeveloper shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the Borough:

Borough of Hightstown
156 Bank Street
Hightstown, New Jersey 08520
Attn: Borough Administrator

with a copy to: Frederick C. Raffetto, Esq.
Ansell Grimm & Aaron, P.C.
1500 Lawrence Avenue
Ocean, New Jersey 07712

and with a copy to: Kevin P. McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

If to the Redeveloper:

RBG Hightstown LLC
3930 N. Flagler Drive
Suite 202
West Palm Beach, FL 33407
Attention: Mr. Ryan Black
Attention: Mr. Ryan Cowell

with a copy to: Peter M. Flannery, Esq.
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, NJ 08033

Section 16.02. Conflict of Interest. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

Section 16.03. No Consideration For Agreement. The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or

official of the Borough, any money or other consideration for or in connection with this Agreement.

Section 16.04. Non-Liability of Officials and Employees of the Borough. No member, official, employee agent or consultant of the Borough shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Borough, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Agreement.

Section 16.05. Non-Liability of Officials and Employee of Redeveloper. No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Borough, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Borough, or their successors, on any obligation under the terms of this Agreement unless such liability is separately assumed under a separate document.

Section 16.06. No Brokerage Commissions. The Borough and the Redeveloper each represent one to the other that no real estate broker initiated, assisted, negotiated or consummated this Agreement as broker, agent, or otherwise acting on behalf of either the Borough or the Redeveloper, and the Borough and the Redeveloper shall indemnify each other with respect to any claims made by any person, firm or organization claiming to have been so employed by the indemnifying party.

Section 16.07. Provisions Not Merged With Deeds. To the extent that the provisions of this Agreement are intended to bind the Redeveloper's assigns and successors, its provisions shall not be merged by reason of any deeds transferring title to any portion of the Project Area from the Redeveloper or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 16.08. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors, and administrators.

Section 16.09. Titles of Articles and Sections. The titles of the several Articles and Sections of this Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 16.10. Severability. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 16.11. Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 16.12. Execution of Counterparts. This Agreement may be executed in one or more counterparts and when each party has executed and delivered at least one counterpart, this Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

Section 16.13. Prior Agreements Superseded. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes any prior agreement and all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Section 16.14. Waivers and Amendments in Writing. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Borough and the Redeveloper and all amendments hereto must be in writing and signed by the appropriate authorities of the Borough and the Redeveloper.

Section 16.15. Drafting Ambiguities; Interpretation. In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Agreement, each party acknowledging that it and its counsel have had an opportunity to review this Agreement and have contributed to the final form of same.

Section 16.16. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey without regard to conflict of laws principles thereunder and no defense given or allowed by the laws of any other state shall be interposed in any action or proceeding hereon unless such defense is also given or allowed by the laws of the State of New Jersey.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE].

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

ATTEST:

**REDEVELOPER
RBG HIGHTSTOWN LLC**

By: _____

ATTEST:

BOROUGH OF HIGHTSTOWN

By: _____

Borough Clerk

Mayor

[SEAL]

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, a _____ (the "Redeveloper"), by _____, its _____, on behalf of the Redeveloper.

Notary Public

Commission Expiration: _____

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

The foregoing instrument was acknowledged before me this ____ day of _____,
by the Borough of Hightstown (the "Borough"), a municipal corporation of the State of New
Jersey, by _____, its Mayor, on behalf of the Borough.

Notary Public

Commission Expiration: _____

EXHIBIT 1**REDEVELOPMENT PROJECT SCHEDULE**

	<i>Task</i>	<i>Completion Date</i>
1	Redeveloper and Borough execute Agreement.	"Effective Date"
2	Borough adopts amendments to Redevelopment Plan for Project.	Redeveloper to request amendment within one hundred eighty (180) Days of Effective Date. Borough to make determination on request for amendment within forty-five (45) Days of request and adopt amendment within twelve (12) months of Effective Date. [Section 2.09]
3	Redeveloper submits application for Preliminary/Final Site Plan Approval for Project or Phase 1.	<p>Submit Preliminary Site Plan on the later of (i) nine (9) months from Effective Date or (ii) sixty (60) Days of Borough adoption of amendment to Redevelopment Plan. [Section 5.01(a)]</p> <p>Borough shall review within forty-five (45) Days and Redeveloper shall resubmit, as applicable, within sixty (60) Days of receipt of Borough written notice detailing requested modifications. [Section 5.01(c)]</p> <p>Redeveloper shall submit to Planning Board within one hundred twenty (120) Days after Borough approves or waives right to request changes. [Section 5.02]</p>
4	Redeveloper submits application for Preliminary/Final Site Plan Approval for Phase 2.	<p>Submit Preliminary Site Plan nine (9) months from the date that the Redeveloper receives all Governmental Approvals for Phase 1. [Section 5.01(b)]</p> <p>Borough shall review within forty-five (45) Days and Redeveloper shall resubmit, as applicable, within sixty (60) Days of receipt of Borough written notice detailing requested modifications. [Section 5.01(c)]</p> <p>Redeveloper shall submit to Planning Board within one hundred twenty (120) Days after Borough approves or waives right to request changes. [Section 5.02]</p>

5	Redeveloper obtains Site Plan Approval for Project or each Phase thereof	Within one hundred twenty (120) Days of date that application is deemed to be complete by Planning Board. [Section 5.04(a)]
6	Redeveloper submits Governmental Applications for Project or Phase thereof, except for Site Plan approval	Within one hundred eighty (180) Days of receipt of Site Plan approval [Section 5.03(a)]
7	Redeveloper's receipt of all Governmental Approvals for Project or each Phase thereof	Thirty six (36) months following approval from Planning Board, with extensions if necessary to satisfy conditions of approval [Section 13.01(a)]
8	Submit construction plans for Project or each Phase thereof.	Within nine (9) months from receipt of all Governmental Approvals [Section 5.03(b), 5.10]
12	Commencement of Construction for Project or each Phase thereof.	One hundred (120) Days from issuance of the first building permit by the Borough [Section 13.01(b)]
13	Completion of Construction for Project or each Phase thereof.	Forty eight (48) Months from issuance of the first building permit by the Borough [Section 13.01(c)]

EXHIBIT 2
CONCEPT PLAN

EXHIBIT 3
PHASING PLAN

EXHIBIT 4.**GOVERNMENTAL APPROVALS**

1. Preliminary Site Plan and Final Site Plan Approval from the Borough Planning Board
2. Site Plan Approval from the Mercer County Planning Board, if necessary
3. Soil Erosion and Sediment Control Plan Certification from the Mercer Soil Conservation District
4. NJDEP Treatment Works Approval
5. NJDEP Bureau of Safe Drinking Water Permit
6. Sewage Authority Approval
7. NJDEP Flood Hazard Area Control permits, if necessary.
8. NJDEP approval of environmental remediation or Remedial Action Outcome from LSRP, if necessary.

EXHIBIT 5.

LEGAL DESCRIPTION OF FIREHOUSE PARCEL

EXHIBIT 6.

LEGAL DESCRIPTION OF MUNICIPAL BUILDING PROPERTY

EXHIBIT 7.

LEGAL DESCRIPTION OF FIREHOUSE PARCEL PARKING SPACES

Resolution 2016-148

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

WAIVING FEES FOR CERTAIN PARKING PERMITS

WHEREAS Rise (formerly known as the Community Action Service Center), a nonprofit agency serving Borough residents, has requested eight 2016-2017 parking permits for use by their staff, including four special permits for use in the Main Street parking lot and four permits for use in the Borough's permit parking area near Wells Fargo Bank; and

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

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

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

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 18, 2016.

Margaret M. Riggio
Deputy Borough Clerk

June 3rd, 2016

Re: Parking in Memorial Lot (next to lake)

Dear Mayor and Council,

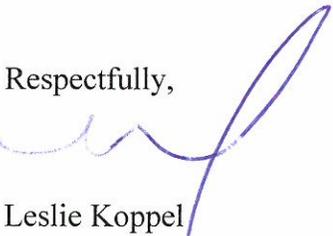
On June 2nd, 2016, I went to the administration building to renew the parking permits for Rise. We have permits in the Memorial Park Lot and near our Greater Goods Thrift Store on Rogers Ave. However, I was unable to renew the permits because there is discussion of changing the permitting process.

I would like to clarify before any changes are considered that we are very happy with the status quo for our parking. We receive NO complaints from anyone regarding our case managers and office staff that park in Memorial Lot. Many of these women work odd hours and often leave in the dark. We work with the most vulnerable populations; often with victims of domestic violence. We have asked for permits in the lighted lot across the street from our office and have historically appreciated the privilege of parking there. The Council has approved by Resolution each year a waiver of fees because we are a non-profit who serves the Hightstown residents. I sincerely ask that this arrangement not be changed.

There have been two open meetings to address parking issues. The first on March 23rd, was sparsely attended and there was no concern from anyone regarding the parking at the Memorial Lot- including the Tavern on the Lake. Concern was expressed for Main Street parking and the lot directly behind the liqueur store. Apparently no one showed up at the second meeting and a third meeting is scheduled on June 13th.

My 2nd story office is directly across from the Memorial Parking Lot- I "oversee" it firsthand. There is NEVER a situation during normal working hours when the lot is full or there is a problem finding parking. Again I request that no changes be made that prohibit our small (and dedicated) staff from using this lot. Thank you very much for your consideration.

Respectfully,



Leslie Koppel
Executive Director

ORDINANCE 2016XXX- Movie Filming

An Ordinance Of The Borough Of Hightstown To Regulate Television, Music Video And Movie Filming On
Public Property Within The Borough Of Hightstown

WHEREAS, the Mayor and Borough Council of the Borough Of Hightstown seek to foster a positive and dynamic working relationship with the Television, Motion Pictures and Filming community and to increase the positive image of the Borough Of Hightstown and

WHEREAS, it is the intent of the Mayor and Borough Council to create an ordinance which regulates television, music video and movie filming on public property within the Borough and establishes fees and procedures associated therewith.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Borough Council of The Borough of Hightstown, in the County of Mercer and the State of New Jersey there hereby is created a new chapter 170 of the Code of the Borough of Hightstown to be entitled, "Filming" as follows:

Chapter XXX: FILMING

XXX-1. Definitions,

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

FILMING – The taking of still or motion pictures, either on film or videotape or similar recording medium, for commercial purposes intended for viewing on television or in theaters. The provisions of this chapter shall not be deemed to include the filming of news stories by recognized news gathering programs and organizations.

PUBLIC LANDS – Any and every public street, highway, sidewalk, square, public park or playground or any other public place within the Borough which is within the jurisdiction and control of the Borough of Hightstown.

XXX-2. Permit required.

- A. No person or organization shall film or permit filming on a public lands within the Borough of Hightstown without first having made an application for a permit to the Borough of Hightstown which permit shall set forth the approved location of such filming and the approved duration of such filming by specific reference today or dates. No permit shall authorize filming for more than seven consecutive days in any one location. If filming exceeds seven days, an application for an extension of the permit must be made to the Borough Clerk. Said permit must be readily available for inspection by Borough officials at all times at the site of the filming.
- B. All permits shall be applied for and obtained from the Borough Clerk during normal business hours. Applications for such permits shall be in a form approved by the Borough Attorney and be accompanied by a permit fee in the amount established in this chapter in XXX-4 herein. The

permit fee and the application received from the applicant shall immediately be forwarded by the Borough Clerk to the Borough Administrator or his designee along with a description of the film, proposed film rating, rate status etc.

- C. The Borough Administrator will then submit the application for approval of the permit to the Governing Body.
- D. The permit when issued shall include alternate dates. In the event filming does not in fact take place on the dates specified due to inclement weather or other good cause.

XXX-3

- A. No permit shall be issued for filming upon public lands unless the applicant shall provide the borough with satisfactory proof of the following:
 - (1) Proof of insurance coverage as follows:
 - (a) For bodily injury to any one person in the amount of \$500,000 and any occurrence in the aggregate amount of \$1,000,000.
 - (b) For property damage for each occurrence in the aggregate amount of \$300,000.
 - (2) An agreement, in writing, shall be in a form to be approved by the Borough Attorney, whereby the applicant agrees to indemnify and safe harmless the Borough of Hightstown from any and all liability, expense, claim or damages resulting from its use of public lands.
 - (3) An agreement, in writing, shall be in a form to be approved by the Borough Attorney, whereby the applicant agrees that the location utilized will be left after filming in a satisfactory conditions, free of debris, rubbish and equipment and that due observance of all Borough ordinances, laws and regulations will be followed.
 - (4) The hiring of qualified security personnel, as recognized by state law.
- B. The holder of the permit shall take all reasonable steps to minimize interference with the free passage of pedestrians and traffic over public lands and shall comply with all lawful directives issued by the Hightstown Police Department with respect thereto. An emergency lane must be kept open and available to police fire and other emergency vehicles at all times, and there must be sufficient space available for public access at all times.
- C. The holder of a permit shall conduct filming in such a manner as to minimize the inconvenience or discomfort to adjoining property owners attributable to such filming and shall, to the extent practicable, abate noise and not park vehicles associated with such filming on public streets. The holder shall avoid any interference with previously scheduled activities upon public lands and limit, to the extent possible, any interference with normal public activity on such public lands. Where the applicant's production activity, by reason of location or otherwise, will directly involve and/or affect any business, merchants or residents, these parties shall be given written notice of the filming prior to the Borough Council meeting at which the applicant's permit will

be considered by the Borough Council and be informed that objections may be filed with the Borough Clerk. Said objections will become a part of the applicant's application and be considered during a review of the same. Proof of service of notification to adjacent owners shall be submitted to the Borough Clerk within two days of the Borough Council meeting.

- D. The Borough Council may refuse to issue a permit whenever it determines in its discretion after a review of the application and a report thereon by the Police Department and by other Borough agencies involved with the proposed filming site, that filming at the location and/or the time set forth in the application would violate any law or ordinance or would unreasonably interfere with the use and enjoyment of adjoining properties, unreasonably impede the free flow of vehicular or pedestrian traffic or otherwise endanger the public's health, safety or welfare. Further, the Borough reserves the right to require one or more on-site patrolmen in situations where the proposed production may impede the proper flow of traffic, the cost of said patrolmen to borne by the applicant as a cost of production. Where existing electrical power lines are to be utilized by the production, an on-site licensed electrician is required if the production company does not have a licensed electrician on staff.
- E. Copies of the approved permit will be maintained by the Borough Clerk and the Police Department.
- F. The applicant shall permit the Fire Official or other Borough Inspectors to inspect the site and the equipment to be used. The applicant shall comply with all safety instructions issued by the Fire Official, Police Department or other Borough inspectors.
- G. In addition to any other fees or costs mentioned in this chapter, the applicant shall reimburse the Borough for any lost revenue, such as parking meter revenue, repairs to public property or other revenues that the Borough was prevented from earning because of filming.
- H. The applicant must provide sufficient pedestrian access. Local residents, business people and their customers must have access to and from their residences or businesses. If access is denied it will be considered a violation of this chapter.
- I. The regulation of noise is subject to the Code of Hightstown, ???, the applicant must comply with said noise ordinance.
- J. The applicant must keep the location swept and free of debris at all times. All catering, craft service, construction debris and personal trash must be removed from the location each day at wrap and disposed of by private garbage disposal. The applicant may not use Department of Public Works trash cans for production trash.
- K. Production crew members cannot block driveways without the express permission of the owner or lessee.
- L. All signs that are erected by the applicant must be removed at the completion of filming.
- M. The applicant must provide a written plan providing for an emergency right-of-way for all vehicles. The plan must be approved by Police Department and or Department of Public Works.

XXX-4 Fees.

The schedule of fees for the issuance of permits authorized by this chapter is as follows:

- A. Basic filming permit: \$100. The basic filming permit fee may be waived or reduced by the Borough Council if, in their judgment, the applicant for the permit is filming a public service announcement, educational program, documentary or an activity sponsored by a not-for-profit organization. No waiver or reduction of the fee shall be allowed for a for-profit company or for a film which does not satisfy the aforementioned criteria.
- B. Daily filming fee payable in addition to the basic filming permit: \$1,000 per day for five or more hours of use of public lands per day or \$500 per day for less than five hours of use of public lands per day. The daily filming fee may be waived by the Borough Council if, in their judgment, the applicant for the permit is filming a public service announcement, educational program, documentary or an activity in support of a not-for-profit organization.

XXX-5. Violations and penalties.

Any person violating this chapter, upon conviction thereof, shall be punished by a fine not exceeding \$1,000 per day or by imprisonment in the county jail for a term not exceeding 90 days, or both. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.