

Agenda
Hightstown Borough Council
Business Meeting
 September 19, 2016
 Hightstown Fire House
 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

Flag Salute

Approval of the Agenda

Engineering Items NJDOT Transportation Alternatives Grant

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 **2016-20 Final Reading and Public Hearing** – An Ordinance Amending and Supplementing Chapter 3, Entitled “Police Regulations,” of the “Revised General Ordinances of the Borough of Hightstown New Jersey,” In Order to Establish a New Section Thereof, to be Known as Section 3-19, “Prohibition of Smoking in Parks and Recreational Areas Owned, Leased and/or Operated by the Borough

2016-21 First Reading and Introduction – An Ordinance Amending and Supplementing Chapter 2, Entitled “Administration”, Section 2-31, Entitles “Board of Recreation Commissioners”, Subsection 2-31.2, Entitled “Appointment; Terms of Office” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey” Regarding Membership

2016-167 Authorizing Payment of Bills

2016-164 Authorizing Receipt of Bids for Curbside Recycling Services

- Consent Agenda**
- 2016-168** Resolution Amending the Agreement which was Approved by Resolution 2016-152, Relating to the Property Located at 278 Academy Street (Block 38, Lot 1), Owned by Norman A. Randolph, Jr., Concerning the Expenditure of Affordable Housing Trust Funds in Order to Facilitate the Provision of an Affordable Housing Project Within the Borough
- 2016-169** Awarding a Contract for Engineering Services for the Ultra Violet Disinfection Project at the Hightstown Borough Advanced Waste Water Treatment Plant (AWWTP)
- 2016-170** Refund of Water/Sewer Overpayment
- 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** Permission for Historical Society to hang banner Downtown for Historical House Tour
- Subcommittee Reports**
- Mayor/Council/Administrative Reports**
- Adjournment**



3
RECEIVED
AUG 08 2016
MUNICIPAL CLERK'S OFFICE

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600



CHRIS CHRISTIE
Governor

RICHARD T. HAMMER
Commissioner

KIM GUADAGNO
Lt. Governor

August 5, 2016

Re: Transportation Alternatives Program
Request for Applications

*Carroll
\$4000 app fee
9/6/16*

Dear Prospective Applicant:

On behalf of Governor Chris Christie, I am pleased to announce that applications are being accepted for the 2016 Transportation Alternatives Program (TAP). This solicitation is being administered by the New Jersey Department of Transportation (NJDOT), in partnership with the North Jersey Transportation Planning Authority (NJTPA), the Delaware Valley Regional Planning Commission (DVRPC), and the South Jersey Transportation Planning Organization (SJTPO).

TAP provides federal funds for community based "non-traditional" surface transportation related projects designed to strengthen the cultural, aesthetic, and environmental aspects of the nation's surface transportation intermodal system. The TAP program was established by Congress in 2012 under MAP-21 and FAST Act in 2015, and is funded through a set-aside of the Federal-aid Highway Program. Eligible activities include most activities historically funded as "Transportation Enhancements".

For this solicitation, eligible projects must fall into one of the following 7 categories:

- Design and construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, and other nonmotorized transportation users
- Construction of scenic turnouts, overlooks, and viewing areas
- Historic preservation and rehabilitation of historic transportation facilities both land and water such as buildings, structures and canals
- Community improvement activities, specifically: Streetscaping and corridor landscaping
- Environmental mitigation to address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats

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You are invited to submit an application for a well-developed, construction-ready project that can qualify as a Transportation Alternatives project. The online Transportation Alternatives Handbook provides the necessary information for completing your application and also answers questions regarding eligibility and program requirements. The information can be found at:

<http://www.state.nj.us/transportation/business/localaid/alternatives.shtm>

The eligible entities to receive TAP funds are: local governments (municipalities and counties); regional transportation authorities; transit agencies; natural resource or public land agencies; tribal governments; any other local or regional governmental entity with responsibility for oversight of transportation (other than a metropolitan planning organization or a State agency).

Nonprofit organizations responsible for the administration of local transportation safety programs are also eligible to apply for this solicitation.

As with all federally funded programs, the funds will be disbursed on a reimbursement basis. In addition, the award of Transportation Alternatives grants will be contingent upon the recipient's ability to comply with all applicable federal financial management, project implementation, and oversight regulations. Before applying, applicants should assess their capability to comply with state and federal requirements for the administration of federal-aid highway grants set forth in Title 23 – Highways, and OMB requirements related to administrative rules (2 CFR Part 200, 2 CFR Part 215) and cost principals (2 CFR Part 1201) requirements.

Please note that all public right-of-way and facilities are required to be accessible for all users regardless of funding source. Recipients of federal and state grants will be required to comply with the provisions of Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973.

Applications for the Transportation Alternatives Program are due on or before November 10, 2016 and must be submitted online through NJDOT SAGE at:

<https://enterprisegrantapps.state.nj.us/NJSAGE/>

I recommend that you consult your Local Aid District Office and your corresponding Metropolitan Planning Organization for assistance in preparing applications for this program. Contact information is included.

Thank you for your continued interest and support for this program, and best wishes for success with your project application.

Sincerely,



Richard T. Hammer
Commissioner

Enclosure

CONTACT INFORMATION

5

NJDOT Division of Local Aid and Economic Development

District 1

Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 601-6700
Fax: (973) 601-6709
Morris, Passaic, Sussex,
and Warren Counties

District 2

153 Halsey Street -5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 648-4547
Bergen, Essex, Hudson,
and Union Counties

District 3

New Jersey Department of Transportation
District 3 Bureau of Local Aid
P.O. Box 600
Trenton, NJ 08625
Phone: (609) 530-5371
Fax (609) 530-8044
Hunterdon, Mercer, Middlesex, Monmouth,
Ocean, and Somerset Counties

District 4

1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08054
Phone: (856) 486-6618
Fax (856) 486-6771
Atlantic, Burlington, Camden,
Cape May, Cumberland, Gloucester, and Salem
Counties

Metropolitan Planning Organizations

North Jersey Transportation Planning Authority (NJTPA)

One Newark Center
17th floor
Newark, NJ 07102
Phone: (973) 639-8400
Fax: (973) 639-1953
Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic,
Somerset, Sussex, Union, and Warren Counties, and the Cities of Jersey City and Newark

Delaware Valley Regional Planning Commission (DVRPC)

Mr. John J. Coscia Jr.
190 North Independence Mall West
Philadelphia, PA 19106
Phone: (215) 592-1800
Fax: (215) 592-9125
Burlington, Camden, Gloucester, and Mercer Counties

South Jersey Transportation Planning Organization (SJTPO)

782 South Brewster Road, Unit B6
Vineland, NJ 08360
Phone: (856) 794-1941
Fax: (856) 794-2549
Atlantic, Cape May, Cumberland, and Salem



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

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

August 19, 2016

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

Re: NJDOT Grant Application Notifications
Transportation Alternatives
Our File No.: H1603

Dear Mayor and Council:

The New Jersey Department of Transportation has recently provided notification that applications are being accepted for the 2016 Transportation Alternatives Program (TAP). The Transportation Alternatives Program is a Federal Aid program being offered in partnership with the North Jersey Transportation Planning Authority, the Delaware Valley Regional Planning Commission, and the South Jersey Transportation Planning Organization. This grant opportunity is from the same program that the Borough has obtained funding from for the Peddie Lake Dam Pedestrian Bridge project. The application for funding is due no later than November 10, 2016.

I recommend that the Borough consider an application for streetscape improvements at one of the following locations:

1. Mercer Street (N.J.S.H. Route 33) from Summit Street to West Ward Street. This application can also include curb and sidewalk improvements to West Ward Street from Mercer Street to South Main Street (C.R. 571).
2. North Main Street (C.R. 539) from the end of the last streetscape improvements (just south of Bank Street) to the Borough limits to the north.

In addition to one of the options above, the Borough may wish to consider including curb and sidewalk improvements to the short portion of Stockton Street (C.R. 571) from Oak Lane to the Borough limits.

These project limits will extend the streetscape improvements previously constructed along Main Street or Mercer Street and can provide curb and sidewalk improvements to West Ward Street or Stockton Street where a standalone NJDOT application is unlikely to be approved by the State. I believe that this would be a strong application particularly related to its connection to prior NJDOT grant funding.

The application will require resolutions of support from the Borough and, the County, as well as letters of support from the community.

NJDOT Grant Application Notifications
Transportation Alternatives Program
Our File No.: H1603
Page 2 of 2

The application must be electronically submitted through the NJDOT SAGE system. Should Council wish to move forward with this application, our fee to prepare it will be at a cost not to exceed \$4,000.00

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

Very truly yours,



Carmela Roberts, PE, CME
Borough Engineer

cc: Debra Sopronyi, RMC, QPA, CMR, Borough Clerk
Henry Underhill, Borough Administrator
Cameron Corini, EIT, Roberts Engineering Group, LLC



Roberts
ENGINEERING GROUP LLC
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1670 Whitehorse-Hamilton Square Rd.
Hamilton, New Jersey 08620
609-586-1141 fax 609-586-1143
www.RobertsEngineeringGroup.com

September 13, 2016

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

Re: NJDOT Grant Application
Transportation Alternatives
Our File No.: H1603

Dear Mayor and Council:

This office has reviewed the requirements of the 2016 Transportation Alternatives Program (TAP) grant as requested by the Borough. This grant allows for reimbursement of costs incurred by the Borough associated with engineering design, full time inspection, and construction.

Costs that are not eligible for reimbursement through the TAP program are as follows:

1. Administrative Costs
This includes costs incurred for advertising and obtaining professional engineering services for design and inspection under the Brooks Act. This also includes costs incurred for the preparation of the grant application and updating the Borough's Federal Aid handbook information.
2. Utility Facility Relocation
This includes costs related to relocation/realignment of utility poles, fire hydrants, manholes, valves, etc.

At this time, we do not anticipate the relocation of any existing utilities to accommodate the proposed improvements.

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

Very truly yours,

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

Carmela Roberts, PE, CME
Borough Engineer

cc: Debra Sopronyi, RMC, QPA, CMR, Borough Clerk
Henry Underhill, Borough Administrator
Cameron Corini, EIT, Roberts Engineering Group, LLC



Borough of Hightstown Planning Board

156 Bank Street, Hightstown, New Jersey 08520

609-490-5100, extension 617

Website: www.hightstownborough.com

To: Borough Council

From: Sandy Belan, Planning Board Secretary *SB*

Subject: NJDOT Grant Application

Date: September 13, 2016

At their meeting on September 12, 2016, the Planning Board discussed the NJDOT Grant Application:

Planning Board recommends that the Borough Council apply for the NJDOT Transportation Alternatives Program grant as recommended in Carmela Roberts' letter dated August 19, 2016.

1. Mercer Street (N.J.S.H. Route 33) from Summit Street to West Ward Street
2. Stockton Street from Oak Lane to the Borough limits
3. North Main Street from the end of the last streetscape improvements (just south of Bank Street) to the Borough limits to the north

Ordinance 2016-20

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

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3, ENTITLED “POLICE REGULATIONS,” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN NEW JERSEY,” IN ORDER TO ESTABLISH A NEW SECTION THEREOF, TO BE KNOWN AS SECTION 3-19, “PROHIBITION OF SMOKING IN PARKS AND RECREATIONAL AREAS OWNED, LEASED AND/OR OPERATED BY THE BOROUGH.”

WHEREAS, pursuant to N.J.S.A. 40:48-2, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or of the United States, as it may deem necessary and proper for the good of government, order and protection of persons and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, N.J.S.A. 26:3D-63 expressly authorizes municipalities to enact strict ordinances regulating smoking; and

WHEREAS, N.J.S.A. 2C:33-13b also provides that the owner and/or operator of a public place, such as public parks and recreational areas, may prohibit smoking on such property; and

WHEREAS, the Borough Council recognizes the well-known health and safety risks posed by smoking and finds that it is within the public interest to prohibit smoking in public parks and recreation areas located within the Borough.

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

1. That Chapter 3, entitled “Police Regulations,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby amended and supplemented in order to establish a new Section thereof to be known as Section 3-19, “Prohibition of Smoking in Parks and Recreational Areas Owned, Leased and/or Operated by the Borough,” as follows:

CHAPTER 3 – POLICE REGULATIONS

3-19 Prohibition of Smoking in Parks and Recreational Areas Owned, Leased and/or Operated by the Borough.

3-19.1 Definitions. As used in this chapter, the following words shall have the following meanings:

Parks and Recreational Facilities shall include all public parks, playgrounds, ball fields, swimming pools, gardens, plazas publicly owned or leased by the Borough of Hightstown and all property owned and/or leased by the Borough of Hightstown upon which the public is invited or upon which the public is permitted and where individuals gather for recreational activities.

Smoking shall mean the burning of, inhaling from, exhaling the smoke from, or the possession of a lighted cigar, cigarette, pipe or any other matter or substance which contains tobacco or any other matter that can be lighted and smoked.

3-19.2 Prohibition of smoking in public places.

a. Parks and Recreational Facilities. Smoking shall be prohibited in public parks and recreation facilities owned and/or leased by the Borough of Hightstown and property owned or leased by the Borough of Hightstown upon which the public is invited or upon which the public is permitted and where individuals gather for recreational activities which has been designated with no-smoking signs. Areas designated as smoke free recreational parks shall include:

1. Association Park;
2. Dawes Park;
3. Memorial Park;
4. Rocky Brook Park; and
5. Roger G. Cook Greenway, [in those areas where specifically posted.](#)

b. Municipal Vehicles. Smoking shall be prohibited in any vehicle registered to the Borough of Hightstown.

3-19.3 Signage Required.

A sign shall be clearly, sufficiently and conspicuously posted at every property where smoking is prohibited by this Ordinance. The sign(s) shall state “Smoke Free Zone” or “This Public Property is 100% Smoke Free” or substantially similar language and may contain the international no smoking sign or symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a diagonal red line through its cross section). All signs shall be clearly visible to the public and shall contain letters or a symbol which contrasts in color with the sign, indicating that smoking is prohibited in the designated area. The sign shall also indicate that violators are subject to a fine.

3-19.4 Enforcement

The Business Administrator, police officer, health officer or other public employee engaged in the execution or enforcement of this Section, or any other citizen, may

enforce this Ordinance and sign a complaint against any individual for violation of the provisions of this Section.

3-19.5 Violations and penalties.

For violation of the provisions of this Section, the ~~minimum~~ penalty upon conviction shall be a fine of ~~not less than One Hundred Dollars (\$100.00) and not more than Two Hundred Dollars (\$200.00) and/or imprisonment in the County Jail or other method of detention for a term not to exceed thirty (30) days~~ twenty-five dollars (\$25.00) per violation.

2. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.
3. That in the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.
4. That this Ordinance shall take effect following final passage and publication in accordance with the law.

Introduced: September 6, 2016

Adopted:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

Ordinance 2016-21

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

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 2, ENTITLED “ADMINISTRATION”, SECTION 2-31, ENTITLED “BOARD OF RECREATION COMMISSIONS”, SUBSECTION 2-31.2, ENTITLED “APPOINTMENT; TERMS OF OFFICE” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY” REGARDING MEMBERSHIP

WHEREAS, the Board of Recreation Commissioners has had difficulty in acquiring a quorum for Parks & Recreation Commission meetings, and the Hightstown Borough Council finds that a change in the membership of the Board of Recreation Commissioners will enable the Parks & Recreation Commission to perform their function more efficiently and serve the Borough effectively.

WHEREAS, N.J.S.A. 40:12-1 authorizes an increase of the board from five to seven members and requires that the additional commissioner appointments shall be, one for four years and one for five years; thereafter all appointments shall be for five years.

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 2-31, entitled “Board of Recreation Commissioners”, Subsection 2-31.2, entitled “Appointment; Terms of Office”, is hereby amended to read as follows (underline for additions, strikethroughs for deletions):

Subsection 2-31.2 Appointment; Terms of Office.

The Board shall consist of ~~five (5)~~seven (7) members who are citizens and residents of the municipality, each appointed by the Mayor for a five-year term. The appointment of members of the first Board shall be one (1) for a one-year term, one (1) for a two-year term, one (1) for a three-year term, one (1) for a four-year term and one (1) for a five-year term. Thereafter, each appointment shall be made for five (5) calendar years. There shall be appointed two (2) alternate members, designated as "Alternate No. 1" and "Alternate No. 2." The initial appointment of Alternate No. 1 shall be for a five-year term, and the initial appointment of Alternate No. 2 shall be for a four-year term. Thereafter, both alternate members shall be appointed for terms of five (5) calendar years. Members shall serve until their successors are appointed and qualified. (Ord. No. 1998-18 § 1)

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

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

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

Introduction:

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Resolution 2016-167

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 \$308,126.49 from the following accounts:

Current		\$139,017.47
W/S Operating		34,249.46
General Capital		96,793.50
Water/Sewer Capital		619.50
Grant		0.00
Trust		37,414.16
Housing Trust		0.00
Animal Control		32.40
Law Enforcement Trust		0.00
Housing Rehab Loans		0.00
Unemployment Trust		0.00
Escrow		<u>0.00</u>
Total		<u>\$308,126.49</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 September 19, 2016.

Debra L. Sopronyi
Borough Clerk

Date: September 19, 2016

To: Mayor and Council

From: Finance Office

Re: Manual Bill List

<u>CURRENT ACCOUNT</u>	<u>DATE ISSUED</u>	<u>PO #</u>	<u>CHECK #</u>	<u>AMOUNT</u>
Bank of America	9/8/2016	16-01444	25328	303.71
NJ Motor Vehicle Commission	9/8/2016	16-01443	25329	120.00
East Windsor Regional School	9/8/2016	16-01451	1336	68,770.36
East Windsor Township	9/9/2016	16-01450	25330	35,000.00
				104,194.07
TOTAL				
 <u>WATER AND SEWER OPERATING ACCOUNT</u>				
				0.00
TOTAL				
 <u>TRUST ACCOUNT</u>				
Pioneer General Contracting Co.	9/8/2016	15-01526-04	6442	35,318.19
				35,318.19
TOTAL				
 <u>GENERAL CAPITAL</u>				
				0.00
TOTAL				
 <u>WATER AND SEWER CAPITAL</u>				
				0.00
TOTAL				
 MANUAL TOTAL				139,512.26

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

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
AONEJ005 A ONE JANITORIAL												
	16-01440	09/01/16	DISSOLVE SEWER AND LIFT CLEAN									
	1		DISSOLVE SEWER AND LIFT	99.90	6-09-55-501-002-503	B Sewer Plant Maintenance	R	09/01/16	09/14/16		1768	N
	2		SHIPPING	31.36	6-09-55-501-002-503	B Sewer Plant Maintenance	R	09/01/16	09/14/16		1768	N
				131.26								
			Vendor Total:	131.26								
ANIMA005 ANIMAL HOSPITAL AT KINGSTON												
	16-01318	08/11/16	WILBUR & CHARLOTTE 1794									
	1		WILBUR & CHARLOTTE 1794	40.00	T-12-56-286-000-861	B ANIMAL WELFARE COMMITTEE	R	08/11/16	09/14/16		1794	N
	16-01325	08/11/16	CHARLOTTE AND WILBUR 180328									
	1		CHARLOTTE AND WILBUR 180328	75.07	T-12-56-286-000-861	B ANIMAL WELFARE COMMITTEE	R	08/11/16	09/14/16		180328	N
			Vendor Total:	115.07								
BLOCK005 BLOCK LINE SYSTEMS, LLC (LSI)												
	16-01479	09/13/16	INVOICE 77943160915 9/15/16									
	1		INVOICE 77943160915 9/15/16	1,494.30	6-01-31-440-001-085	B Telephone-Block Line Systems, LLC LSI	R	09/13/16	09/14/16		77943160915	N
			Vendor Total:	1,494.30								
CARIC005 CARICATOONZ BY JOHN SPRAGUE												
	16-01322	08/11/16	PERFORMANCES 7/7 & 7/14/16									
	1		PERFORMANCES 7/7 & 7/14/16	200.00	T-12-56-286-000-876	B PARKS & RECREATION/ TRIATHLON	R	08/11/16	09/14/16		7/7 & 7/14/16	N
			Vendor Total:	200.00								
C0396 CAVANAUGH'S, INC.												
	16-01385	08/23/16	MONTHLY PEST SERVICE									
	1		INV. 622568 - MONTHLY PEST	20.00	6-01-26-310-001-029	B Maintenance Contracts	R	08/23/16	09/14/16		622568	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
C0396 CAVANAUGH'S, INC. Continued											
	16-01385	08/23/16	MONTHLY PEST SERVICE	Continued							
	2 INV.	622567	- MONTHLY PEST	20.00	6-01-26-310-001-029	B Maintenance Contracts	R	08/23/16	09/14/16	622567	N
				40.00							
			Vendor Total:	40.00							
CHRIS010 CHRISTINE JOHNSON											
	16-01345	08/23/16	STIPENDS CAMP 2016								
	1 ASST DIRECTOR	6/27-7/31		400.00	T-12-56-286-000-885	B PARKS & RECS/SHAKESPEARE IN THE PARK	R	08/23/16	09/14/16	6/27-7/31/16	N
	2 CREATIVE DIRECTOR	8/1-12/16		800.00	T-12-56-286-000-885	B PARKS & RECS/SHAKESPEARE IN THE PARK	R	08/23/16	09/14/16	8/1-8/12/16	N
				1,200.00							
			Vendor Total:	1,200.00							
C0058 CINTAS CORPORATION #061											
	16-00230	02/05/16	2016 Uniform Contract		B						
	33 INV	061274976	DATED 8/5/16	72.87	6-09-55-501-002-507	B Uniforms & Safety Equipment	R	08/09/16	09/14/16	061274976	N
	34 INV	061278930	DATED 8/12/16	72.87	6-09-55-501-002-507	B Uniforms & Safety Equipment	R	08/09/16	09/14/16	061278930	N
	35 INV	061282796	DATED 8/19/16	72.87	6-09-55-501-002-507	B Uniforms & Safety Equipment	R	08/09/16	09/14/16	061282796	N
	36 INV	061286687	DATED 8/26/16	72.87	6-09-55-501-002-507	B Uniforms & Safety Equipment	R	08/09/16	09/14/16	061286687	N
				291.48							
			Vendor Total:	291.48							
CJTCT005 CJTCTA											
	16-01452	09/09/16	MEETING SEPTEMBER 15,16-PATEL								
	1 MEETING	SEPTEMBER 15,16-PATEL		35.00	6-01-20-145-001-041	B Conferences & Meetings	R	09/09/16	09/14/16	9/15/16-PATEL,M	N
			Vendor Total:	35.00							
CLAIR005 CLAIRE ERNST											
	16-01321	08/11/16	PERFORMANCE 7/21/16								
	1 PERFORMANCE	7/21/16		225.00	T-12-56-286-000-876	B PARKS & RECREATION/ TRIATHLON	R	08/11/16	09/14/16	7/21 PERFORMANC	N
			Vendor Total:	225.00							

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
C0361 CLAYTON BLOCK COMPANY, INC.												
	16-01371	08/23/16	2 PALLETS OF CATCH BASIN BLOCK									
	1		2 PALLETS OF CATCH BASIN BLOCK	378.00	6-01-26-290-001-127	B Street Repair & Maintenance	R	08/23/16	09/14/16		473364827	N
			Vendor Total:	378.00								
C0023 COMCAST												
	16-01455	09/12/16	8499052430034100 DATED 9/2/16									
	1		8499052430034100 DATED 9/2/16	144.85	6-01-20-140-001-060	B Internet Services and Web Services	R	09/12/16	09/14/16		849905243003410	N
			Vendor Total:	144.85								
C0087 CUSTOM BANDAG, INC												
	16-01389	08/23/16	TIRE REPAIR TRUCK 20									
	1		INV. 80110651 - TIRE REPAIR	266.33	6-01-26-305-001-034	B Motor Vehicle Parts & Access.	R	08/23/16	09/14/16		80110651	N
	16-01482	09/13/16	AUGUST ELECTRIC BILL-HPD									
	1		AUGUST ELECTRIC BILL-HPD	975.66	6-01-31-430-001-071	B Electric-Borough Hall	R	09/13/16	09/14/16		AUG ELEC-HPD	N
			Vendor Total:	1,241.99								
C0088 CUSTOM ENVIRONMENTAL TECH, INC												
	16-01457	09/12/16	INV 3566 DATED 9/1/16 ZETALYTE									
	1		INV 3566 DATED 9/1/16 ZETALYTE	647.35	6-09-55-501-002-535	B Chemicals Miscellaneous	R	09/12/16	09/14/16		3566	N
			Vendor Total:	647.35								
E0025 EARL GROENDYKE												
	16-01410	08/25/16	LABOR TO POUR CONCRETE									
	1		LABOR TO POUR CONCRETE	550.00	6-01-26-310-001-024	B Building Maintenance	R	08/25/16	09/14/16			N
			Vendor Total:	550.00								
E0576 EAST WINDSOR REGIONAL SCHOOL												
	16-01469	09/12/16	JULY 2016 FUEL USE									
	1		JULY 2016 FUEL USE - FIRE	517.13	6-01-31-460-001-166	B Motor Fuel - Fire Dept.	R	09/12/16	09/14/16		FIRE	N
	2		JULY 2016 FUEL USE - POLICE	1,541.86	6-01-31-460-001-145	B Motor Fuel - Police	R	09/12/16	09/14/16		POLICE	N
	3		JULY 2016 FUEL USE - GARBAGE	557.81	6-01-31-460-001-147	B Motor Fuel - Public Works	R	09/12/16	09/14/16		GARBAGE	N

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E0576 EAST WINDSOR REGIONAL SCHOOL Continued											
	16-01469	09/12/16	JULY 2016 FUEL USE		Continued						
	4	JULY 2016	FUEL USE - STREETS	634.03	6-01-31-460-001-147	B Motor Fuel - Public Works	R	09/12/16	09/14/16	STREETS	N
	5	JULY 2016	FUEL USE - PARKS	106.89	6-01-31-460-001-147	B Motor Fuel - Public Works	R	09/12/16	09/14/16	PARKS	N
	6	JULY 2016	FUEL USE - WATER	149.10	6-09-55-501-001-512	B Motor Fuel	R	09/12/16	09/14/16	WATER	N
	7	JULY 2016	FUEL USE - SEWER	104.86	6-09-55-501-002-512	B Motor Fuel	R	09/12/16	09/14/16	SEWER	N
	8	JULY 2016	FUEL USE - CONSTRUC	20.57	6-01-31-460-001-151	B MOTOR FUEL-CONSTRUCTION DEPARTMENT	R	09/12/16	09/14/16	CONSTRUCTION	N
	9	JULY 2016	FUEL FACILITY ADMIN	120.00	6-01-31-460-001-144	B Upgrades to Fueling Facility	R	09/12/16	09/14/16	FUEL FACILITY	N
				<u>3,752.25</u>							
	Vendor Total:			3,752.25							
G0181 FRANKLIN-GRIFFITH, LLC											
	16-01037	06/28/16	BULBS FOR STREET LIGHTS								
	1	INV. S1823263.001	- BULBS	237.66	6-01-31-435-001-075	B Street Lighting	R	06/28/16	09/14/16	S1823263.001	N
	Vendor Total:			237.66							
M0714 GENSERVE, INC.											
	16-01380	08/23/16	A SERVICE - PD GENERATOR								
	1	INV. 0112342	- A SERVICE	475.00	6-01-26-310-001-040	B Generator-Municipal Bldg	R	08/23/16	09/14/16	0112342	N
	Vendor Total:			475.00							
U1160 HD SUPPLY WATERWORKS, LTD.											
	16-01441	09/01/16	INV F889270 YEAR 2 SENSUS S.C.								
	1	INV F889270	YEAR 2 SENSUS S.C.	9,500.00	6-09-55-501-001-503	B Water Plant Maintenance	R	09/01/16	09/14/16	F889270	N
	2	INV F889270	YEAR 2 SENSUS S.C.	9,500.00	6-09-55-501-002-503	B Sewer Plant Maintenance	R	09/01/16	09/14/16	F889270	N
				<u>19,000.00</u>							
	Vendor Total:			19,000.00							
H0126 HIGHTS ELECTRIC MOTOR, INC.											
	16-01377	08/23/16	FLOAT CONTROLLER FOR PUMP								
	1	INV. 0948806	- FLAT CONTROLLER	159.70	6-09-55-501-001-535	B Hydrants and Line Repair	R	08/23/16	09/14/16	0948806	N
	Vendor Total:			159.70							

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
IAAII005 IAAI INT'L ASSOC OF ARSON INV.												
	16-01124	07/11/16	MEMBER# 1309283 INV# 92184									
	1		MEMBER# 1309283 INV# 92184	145.00	6-01-33-195-001-044	B Professional Association Dues	R	07/11/16	09/14/16		1309283-C REED	N
	Vendor Total:			145.00								
I0074 IACP NET												
	16-01370	08/23/16	ANNUAL MEMBERSHIP									
	1		ANNUAL MEMBERSHIP	525.00	6-01-25-240-001-044	B Professional Assoc. Dues	R	08/23/16	09/14/16		28309	N
	Vendor Total:			525.00								
J0378 J.W. KENNEDY & SON INC WELDING												
	16-01381	08/23/16	ARGON CYLINDER RENTAL									
	1		INV. 1659356 - ARGON CYLINDER	12.00	6-01-26-290-001-050	B DPW Work Equipment	R	08/23/16	09/14/16		1659356	N
	Vendor Total:			12.00								
J0022 JACKSSON CHEMICAL CORP.												
	16-01221	08/02/16	SUPERFLOC N300 LMW 55 LB. BAGS									
	1		SUPERFLOC N300 LMW 55 LB. BAGS	1,424.00	6-09-55-501-001-538	B MISCELLANEOUS CHEMICALS	R	08/02/16	09/14/16		390815	N
	2		APPROXIMATE SHIPPING	47.66	6-09-55-501-001-538	B MISCELLANEOUS CHEMICALS	R	08/02/16	09/14/16		390815	N
				<u>1,471.66</u>								
	Vendor Total:			1,471.66								
J0257 JCP&L												
	16-01476	09/12/16	VARIOUS ELECTRIC ACCTS AUGUST									
	1		100068401122 9/7/16	34.14	6-01-31-430-001-071	B Electric-Borough Hall	R	09/12/16	09/14/16		100068401122	N
	2		100077953188 9/8/16	5.14	6-01-31-430-001-071	B Electric-Borough Hall	R	09/12/16	09/14/16		100077953188	N
	3		100100104247 9/8/16	62.52	6-01-31-430-001-071	B Electric-Borough Hall	R	09/12/16	09/14/16		100100104247	N
	4		100051508677 9/8/16	174.16	6-01-31-430-001-071	B Electric-Borough Hall	R	09/12/16	09/14/16		100051508677	N
	5		100029000310 9/7/16	685.51	6-01-31-430-001-071	B Electric-Borough Hall	R	09/12/16	09/14/16		100029000310	N
	6		100079096689 9/7/16	3.13	6-01-31-430-001-071	B Electric-Borough Hall	R	09/12/16	09/14/16		100079096689	N
	7		100051508750 9/8/16	187.82	6-01-31-430-001-071	B Electric-Borough Hall	R	09/12/16	09/14/16		100051508750	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											
	16-01476	09/12/16	VARIOUS ELECTRIC ACCTS AUGUST		Continued						
	8	100072968868	9/8/16	<u>76.41</u>	6-01-31-430-001-071	B Electric-Borough Hall	R	09/12/16	09/14/16	100072968868	N
				1,228.83							
			Vendor Total:	1,228.83							
J0382 JOHNNY ON THE SPOT INC											
	16-01335	08/22/16	INV 196159 DATED 7/22/16								
	1	INV 196159	DATED 7/22/16	229.00	T-12-56-286-000-823	B RES-DAWES PARK/DONATIONS	R	08/22/16	09/14/16	196159	N
	2	DAMAGE WAIVER		<u>19.90</u>	T-12-56-286-000-823	B RES-DAWES PARK/DONATIONS	R	08/22/16	09/14/16	196159	N
				248.90							
	16-01336	08/22/16	EXTRA SERVICE FEE 6/28/16								
	1	EXTRA SERVICE FEE	6/28/16	12.00	T-12-56-286-000-823	B RES-DAWES PARK/DONATIONS	R	08/22/16	09/14/16	186542	N
			Vendor Total:	260.90							
L0205 LANGUAGE LINE SERVICES											
	16-01348	08/23/16	PHONE INTERPRETATION 7/26/16								
	1	PHONE INTERPRETATION	7/26/16	31.98	6-01-20-176-000-111	B Interpretor/Outside Help	R	08/23/16	09/14/16	3878564	N
			Vendor Total:	31.98							
N0125 MAILFINANCE											
	16-01250	08/03/16	N6055775 DATED 8/28/16								
	1	N6055775	DATED 8/28/16	171.07	6-01-30-421-001-029	B Meter Rental/Maintance	R	08/03/16	09/14/16	N6055775	N
	16-01429	08/31/16	N6101920 DATED 8/27/16								
	1	N6101920	DATED 8/27/16	171.07	6-01-30-421-001-029	B Meter Rental/Maintance	R	08/31/16	09/14/16	N6101920	N
			Vendor Total:	342.14							
M0098 MAT ELECTRONICS INC											
	16-01362	08/23/16	REPLACE GATE CAMERA								
	1	BULLET CAMERA KBD	40THC200S	69.95	6-09-55-501-002-503	B Sewer Plant Maintenance	R	08/23/16	09/14/16	102276	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
M0098 MAT ELECTRONICS INC Continued											
	16-01362	08/23/16	REPLACE GATE CAMERA	Continued							
	2		FREIGHT	5.45	6-09-55-501-002-503	R	09/08/16	09/14/16		102276	N
				75.40							
			Vendor Total:	75.40							
M0047 MCNAMARA SCR PR & EMBROIDERY											
	16-01359	08/23/16	INV 10200 FIRE INSPECTOR UNIFM								
	1		INV 10200 FIRE INSPECTOR UNIFM	282.00	6-01-25-256-002-043	R	08/23/16	09/14/16		10200	N
			Vendor Total:	282.00							
M0256 MERCER CO IMPROVEMT AUTHORITY											
	16-01386	08/23/16	JULY 2016 TIPPING								
	1		JULY 2016 TIPPING	16,956.84	6-01-32-465-001-165	R	08/23/16	09/14/16		JULY 2016	N
	2		JULY 2016 RECYCLING TAX	442.35	6-01-43-496-001-174	R	08/23/16	09/14/16		JULY 2016	N
				17,399.19							
			Vendor Total:	17,399.19							
M0095 MERCER COUNTY CLERK/ELECTION											
	16-01449	09/08/16	2016 PRIMARY ELECTION PRINTING								
	1		2016 PRIMARY ELECTION PRINTING	2,230.00	6-01-20-120-002-100	R	09/08/16	09/14/16		HIGHTSTOWN	N
			Vendor Total:	2,230.00							
M0053 MES - PENNSYLVANIA											
	16-01295	08/09/16	HYDROTEST INV IN1045755								
	1		HYDROTEST INV IN1045755	25.00	6-01-26-315-001-133	R	08/09/16	09/14/16		IN1045755	N
			Vendor Total:	25.00							
NCHC0005 NCH CORPORATION-PARTSMASER											
	16-01361	08/23/16	BIN/CONNECTORS/FASTENERS								
	1		ESTIMATE 20941524	416.86	6-01-26-290-001-050	R	08/23/16	09/14/16		20941524	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
NCHC0005 NCH CORPORATION-PARTSMASTER Continued											
	16-01361	08/23/16	BIN/CONNECTORS/FASTENERS	Continued							
	2		SHIPPING	62.53	6-01-26-290-001-050	R	09/13/16	09/14/16		23057700	N
				479.39							
			Vendor Total:	479.39							
N0169 NEW JERSEY WATER ASSOCIATION											
	16-01333	08/17/16	2016 NJWA TECHNICAL CONFERENCE								
	1		2016 NJWA TECHNICAL CONFERENCE	265.00	6-09-55-501-001-513	R	08/17/16	09/14/16		MCGUIRE	N
	16-01382	08/23/16	2016 NJWA TECHNICAL CONFERENCE								
	1		2016 NJWA TECHNICAL CONFERENCE	265.00	6-01-26-310-001-042	R	08/23/16	09/14/16		LEWIS, K	N
	2		2016 NJWA TECHNICAL CONFERENCE	265.00	6-09-55-501-001-513	R	08/23/16	09/14/16		BLAKE, L	N
				530.00							
			Vendor Total:	795.00							
NJADV005 NJ Advance Media											
	16-01503	09/14/16	LEGAL ADS 6/25 - 8/28								
	1		MEETING NOTICE 8/15 COUNCIL	10.44	6-01-20-120-001-021	R	09/14/16	09/14/16		201620-08122016	N
	2		CLERICAL ASSISTANT AD	10.44	6-01-20-120-001-021	R	09/14/16	09/14/16		208063-08282016	N
	3		SPECIAL MEETING 6/27	38.92	6-01-20-120-001-021	R	09/14/16	09/14/16		174322-06252016	N
				59.80							
			Vendor Total:	59.80							
NJCHA005 NJ CHAPTER, AMERICAN ACADEMY											
	16-01326	08/15/16	SCHOOL HEALTH CONFERENCE 2016								
	1		SCHOOL HEALTH CONFERENCE 2016	175.00	6-01-27-330-001-041	R	08/15/16	09/14/16		CON092530YATES	N
			Vendor Total:	175.00							
N0425 NJ DEPT. OF HEALTH & SR SERV.											
	16-01500	09/14/16	DOG PILOT PROGRAM JULY/AUG								
	1		DOG PILOT PROGRAM AUGUST 2016	10.80	T-13-05-265-000-001	R	09/14/16	09/14/16		AUGUST 2016	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
N0425 NJ DEPT. OF HEALTH & SR SERV. Continued											
	16-01500	09/14/16	DOG PILOT PROGRAM JULY/AUG	Continued							
	2		DOG PILOT PROGRAM JULY 2016	21.60	T-13-05-265-000-001	B DUE STATE OF NEW JERSEY	R	09/14/16	09/14/16	JULY	N
				32.40							
			Vendor Total:	32.40							
N0275 NJ LEAGUE OF MUNICIPALITIES											
	16-01504	09/14/16	LEGISLATIVE BULLETIN 2016-2017								
	1		LEGISLATIVE BULLETIN 2016-2017	49.00	6-01-20-110-001-199	B Miscellaneous	R	09/14/16	09/14/16	16B-8931	N
	16-01505	09/14/16	NJ MUNICIPALITIES MAGAZINE								
	1		NJ MUNICIPALITIES MAGAZINE	20.00	6-01-20-110-001-199	B Miscellaneous	R	09/14/16	09/14/16	16M-2373	N
			Vendor Total:	69.00							
N0652 NJ STATE POLICE CHIEF ASSN											
	16-01369	08/23/16	BADGE APPLICATION								
	1		BADGE APPLICATION	55.00	6-01-25-240-001-118	B OIC Expenses	R	08/23/16	09/14/16	GENDRON BADGE	N
			Vendor Total:	55.00							
N1001 NJWEA											
	16-01406	08/25/16	MEMBERSHIP RENEWAL								
	1		BIO SOLIDS WORKSHOP 9/15/16	76.00	6-09-55-501-002-513	B Education & Training	R	08/25/16	09/14/16	SEARING, W	N
	2		MEMBERSHIP RENEWAL	103.00	6-09-55-501-002-513	B Education & Training	R	08/25/16	09/14/16		N
				179.00							
			Vendor Total:	179.00							
P0005 PARIS AUTOMOTIVE SUPPLY											
	16-01372	08/23/16	JULY 2016 INVOICES								
	1		JULY 2016 INVOICES	547.42	6-01-26-290-001-034	B Motor Vehicle Parts & Access.	R	08/23/16	09/14/16		N
	2		JULY 2016 INVOICES	8.49	6-09-55-501-002-502	B Vehicle Maintenance	R	08/23/16	09/14/16		N
				555.91							
			Vendor Total:	555.91							

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													
	16-00138	01/26/16	Res.2015-37 Magnes.Hydroxide S			B							
	4 INV	HB826653	DATED 8/19/16	8,975.87	6-09-55-501-002-541		B Magnesium Hydroxide (Flomag H)Univar	R	06/08/16	09/14/16		HB826653	N
	Vendor Total:			8,975.87									
U0013 USA BLUE BOOK													
	16-01383	08/23/16	BANJO VAVLE										
	1	3" BANJO VALVE FOR LIME TANK		109.95	6-09-55-501-002-503		B Sewer Plant Maintenance	R	08/23/16	09/14/16			N
	2	FREIGHT		18.06	6-09-55-501-002-503		B Sewer Plant Maintenance	R	09/13/16	09/14/16		050109	N
				<u>128.01</u>									
	Vendor Total:			128.01									
V0290 VITAL COMMUNICATIONS INC.													
	16-01057	07/01/16	DOWNLOAD EDMUNDS TO TAX BILLS										
	1	DOWNLOAD EDMUNDS TO TAX BILLS		100.00	6-01-20-145-001-023		B Tax Bill/Notice Printing	R	07/01/16	09/14/16		65518	N
	Vendor Total:			100.00									
W0002 W.B. MASON CO., INC.													
	16-01416	08/29/16	OFFICE SUPPLIES										
	1	OFFICE SUPPLIES - CENTRAL		330.11	6-01-20-125-001-036		B Office Supplies	R	08/29/16	09/14/16		I37263913	N
	2	OFFICE SUPPLIES - COURT		169.68	6-01-20-176-000-036		B Office Supplies	R	08/29/16	09/14/16		I37263913	N
	3	OFFICE SUPPLIES - JANITORIAL		<u>109.51</u>	6-01-20-125-001-035		B Paper Products/Janitorial	R	08/29/16	09/14/16		I37263913	N
				609.30									
	16-01437	09/01/16	OFFICE SUPPLIES										
	1	OFFICE SUPPLIES - CENTRAL		175.94	6-01-20-125-001-036		B Office Supplies	R	09/01/16	09/14/16		I37388450	N
	2	OFFICE SUPPLIES - FIRE INSP		152.92	6-01-25-256-002-036		B Office Supplies	R	09/01/16	09/14/16			N
	3	OFFICE SUPPLIES - CONST		<u>152.92</u>	6-01-33-195-001-036		B Office Supplies	R	09/01/16	09/14/16			N
				481.78									
	Vendor Total:			1,091.08									
W0096 WATER WORKS SUPPLY CO., INC.													
	16-01387	08/23/16	WATER REPAIR SUPPLIES										
	1 INV.	IF86402 - VALVE BOX TOPS		243.00	6-09-55-501-001-535		B Hydrants and Line Repair	R	08/23/16	09/14/16		IF86402	N

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	Item Description		Amount	Charge Account	Acct Type Description						
W0096 WATER WORKS SUPPLY CO., INC. Continued											
	16-01387	08/23/16	WATER REPAIR SUPPLIES	Continued							
	2 INV. IF86490		0.00	6-09-55-501-001-535	B Hydrants and Line Repair	R	08/23/16	09/14/16		IF86490	N
	3 INV. IF86544 - TEE/RESTRAINT		323.72	6-09-55-501-001-535	B Hydrants and Line Repair	R	08/23/16	09/14/16		IF86544	N
			566.72								
	Vendor Total:		566.72								
W0094 WILLIAMS SCOTSMAN INC.											
	16-01378	08/23/16	CONTAINER RENTAL								
	1 INV. 99088784 - CONTAINER RENT		210.48	6-01-26-310-001-025	B Building Rental	R	08/23/16	09/14/16		99088784	N
	Vendor Total:		210.48								
W0377 WINDSOR CAR WASH											
	16-01411	08/25/16	CAR WASH TICKET BOOKS								
	1 CAR WASH TICKET BOOKS		360.00	6-01-26-315-001-131	B Vehicle Maint. - Police	R	08/25/16	09/14/16		HIGHTSTOWN	N
	Vendor Total:		360.00								
W0891 WINNER FORD OF CHERRY HILL											
	16-00414	03/08/16	2016 POLICE INTERC.UTILITY VEH								
	1 2016 POLICE INTERC.UTILITY VEH		92,376.00	C-04-55-878-001-444	B ACQ OF POLICE INTERCEPTOR VEHICLES 16-08	R	03/08/16	09/14/16		2016POLICE SUVS	N
	Vendor Total:		92,376.00								
WIREL005 WIRELESS ELECTRONICS, INC.											
	16-01366	08/23/16	MONTHLY SERVICE FEE AUG 2016								
	1 MONTHLY SERVICE FEE AUG 2016		415.00	6-01-25-250-001-029	B Maintenance Contracts-Other	R	08/23/16	09/14/16		M56951	N
	Vendor Total:		415.00								
Total Purchase Orders: 64 Total P.O. Line Items: 109 Total List Amount: 168,614.23 Total Void Amount: 0.00											

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	6-01	34,823.40	0.00	34,823.40	0.00	0.00	34,823.40
	6-09	34,249.46	0.00	34,249.46	0.00	0.00	34,249.46
Year Total:		69,072.86	0.00	69,072.86	0.00	0.00	69,072.86
GENERAL CAPITAL	C-04	96,793.50	0.00	96,793.50	0.00	0.00	96,793.50
WATER/SEWER CAPITAL	C-08	619.50	0.00	619.50	0.00	0.00	619.50
Year Total:		97,413.00	0.00	97,413.00	0.00	0.00	97,413.00
TRUST OTHER - FUND #12	T-12	2,095.97	0.00	2,095.97	0.00	0.00	2,095.97
ANIMAL CONTROL TRUST FUND #13	T-13	32.40	0.00	32.40	0.00	0.00	32.40
Year Total:		2,128.37	0.00	2,128.37	0.00	0.00	2,128.37
Total of All Funds:		168,614.23	0.00	168,614.23	0.00	0.00	168,614.23

Resolution 2016-164

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

AUTHORIZING RECEIPT OF BIDS FOR CURBSIDE RECYCLING COLLECTION

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Purchasing Agent is hereby authorized to prepare specifications and advertise for bids Curbside Recycling Collection, and that the Borough is authorized to receive same after proper advertisement.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on September 19, 2016.

Debra L. Sopronyi
Borough Clerk

**HIGHTSTOWN BOROUGH
 BID PROPOSAL FORM
 COLLECTION OF RECYCLABLES**

The bidder shall bid a price for the contract which covers pickup of all existing properties defined herein. Bids should be provided for each year of a five-year contract. Bids on this form should be based on residents mixing co-mingled, cardboard and paper in single containers.

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Option 1

- All eligible recyclable materials as defined herein including paper and commingled shall be collected together.
- Materials shall be placed at curbside in containers not to exceed thirty (30) gallons. Papers may be placed beside containers if tied and bundled.
- Cardboard may be placed out loose.
- There shall be no limit on the number of containers or loose recycling placed at curbside of collection.
- Collection every other Wednesday

	Amount in words	Amount in numbers
Feb. 1, 2017 thru Dec. 31, 2017		
Jan. 1, 2018 thru Jan. 31, 2018		
Jan. 1, 2019 thru Jan. 31, 2019		
Jan. 1, 2020 thru Jan. 31, 2020		
Jan. 1, 2021 thru Jan. 31, 2021		
TOTAL BID		
MONTHLY COST PER UNIT for added units:		

Option 2A

All eligible recyclable materials as defined herein including paper, cardboard and commingled shall be collected together every Wednesday by an automated truck using a 96 gallon container provided by the hauler

	Amount in words	Amount in numbers
Feb. 1, 2017 thru Dec. 31, 2017		
Jan. 1, 2018 thru Jan. 31, 2018		
Jan. 1, 2019 thru Jan. 31, 2019		

Jan. 1, 2020 thru Jan. 31, 2020		
Jan. 1, 2021 thru Jan. 31, 2021		
TOTAL BID		
MONTHLY COST PER UNIT for added units:		

Option 2B

All eligible recyclable materials as defined herein including paper, cardboard and commingled shall be collected together every other Wednesday in a 96 gallon container provided by the hauler

	Amount in words	Amount in numbers
Feb. 1, 2017 thru Dec. 31, 2017		
Jan. 1, 2018 thru Jan. 31, 2018		
Jan. 1, 2019 thru Jan. 31, 2019		
Jan. 1, 2020 thru Jan. 31, 2020		
Jan. 1, 2021 thru Jan. 31, 2021		
TOTAL BID		
MONTHLY COST PER UNIT for added units:		

Option 3

The hauler shall provide trucks powered by natural gas exclusively. Listed below is the additional cost per year if any. This number may be added to option 1 or 2A or 2B to determine the total cost of the proposed service.

	Amount in words	Amount in numbers
Feb. 1, 2017 thru Dec. 31, 2017		
Jan. 1, 2018 thru Jan. 31, 2018		
Jan. 1, 2019 thru Jan. 31, 2019		
Jan. 1, 2020 thru Jan. 31, 2020		
Jan. 1, 2021 thru Jan. 31, 2021		
TOTAL BID		

MONTHLY COST PER UNIT for added units:		
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Company Name

Federal I.D. #

Address

Signature of Authorized Agent

Title

Type or Print Name

Telephone Number

Date

Fax Number

E-mail address

Resolution 2016-168

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

RESOLUTION AMENDING THE AGREEMENT WHICH WAS APPROVED BY RESOLUTION 2016-152, RELATING TO THE PROPERTY LOCATED AT 278 ACADEMY STREET (BLOCK 38, LOT 1), OWNED BY NORMAN A. RANDOLPH, JR., CONCERNING THE EXPENDITURE OF AFFORDABLE HOUSING TRUST FUNDS IN ORDER TO FACILITATE THE PROVISION OF AN AFFORDABLE HOUSING PROJECT WITHIN THE BOROUGH.

WHEREAS, the Borough has determined to amend the Agreement (the “Agreement”) that was approved by Resolution 2016-152, adopted on August 15, 2016, in certain respects; and

WHEREAS, the Agreement relates to the placement of a 30-year deed restriction on the property located at 278 Academy Street, more commonly known and designated as Block 38, Lot 1 on the Borough’s Tax Map (the “Property”), which Property is under the record ownership of Norman A. Randolph, Jr. (the “Owner”), as a site for the provision of affordable housing, so long as certain conditions are fulfilled; and

WHEREAS, the Property currently comprises a rooming/boarding home commonly known as the “Randolph Rooming House,” which contains nine (9) separate living units; and

WHEREAS, the Owner has proposed the imposition of deed restrictions on all nine (9) of the units at the Property, with the length of the restrictions to endure for a period of thirty (30) years, so that the units may only be occupied as affordable units by income-eligible inhabitants, premised upon the Borough providing a contribution to the Owner to underwrite the provision of these new affordable units; and

WHEREAS, the Agreement authorizes the Borough to provide said contribution, conditioned upon the following:

- (1) Certification from the Borough’s Affordable Housing Administrative Agent that all of the nine (9) housing units satisfy the necessary requirements in order for the Borough to gain credit for the units as part of its Fair Share Plan; and
- (2) The execution and recording of a deed restriction relating to the nine (9) housing units ensuring that they shall remain restricted for the provision of affordable housing for a period of not less than thirty (30) years, which deed restriction must be approved as to form by the Borough Attorney and the Borough’s Affordable Housing Administrative Agent; and

WHEREAS, subsequent to the initial approval of the Agreement, the parties have determined that certain revisions are necessary, which revisions are of a substantive nature, thereby requiring formal approval once again by the Borough Council; and

WHEREAS, this Agreement was initially approved, and is being revised herewith, in furtherance of the Borough’s commitment to address its Third Round obligation for the provision of affordable housing to satisfy the regional need, in accordance with requirements still to be finally determined; and

WHEREAS, a copy of the proposed revised Agreement is attached hereto and made a part hereof.

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 attached amended Agreement is hereby approved by the Borough
2. That the Mayor is hereby authorized to execute and the Borough Clerk to attest the attached revised Agreement on behalf of the Borough.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Norman A. Randolph, Jr.
200 Mercer Street, Suite B
Hightstown, New Jersey 08520
 - b. Rehabco, Inc.
470 Mantoloking Rd.
Brick, New Jersey 08723;
 - c. Henry Underhill, Borough Administrator;
 - d. Tamara L. Lee, PP, AICP, Borough Planner;
 - e. Frederick C. Raffetto, Esq., Borough Attorney;
 - f. Jolanta Maziarz, Esq., Planning Board Attorney; and
 - g. Ken Pacera, Tax Assessor.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on September 19, 2016.

Debra L. Sopronyi
Borough Clerk

AGREEMENT

FOR THE CREATION OF AN AFFORDABLE HOUSING PROJECT AND DISBURSEMENT OF MUNICIPAL HOUSING TRUST FUNDS IN RELATION THERE TO – 278 ACADEMY STREET (BLOCK 38, LOT 1).

This **AGREEMENT**, made this _____ day of _____, 2016, by and between:

THE BOROUGH OF HIGHTSTOWN, a municipal corporation in the County of Mercer and State of New Jersey, having its principal office located at 156 Bank Street, Hightstown, New Jersey 08520, also referenced herein as the “Borough” or “Hightstown”; and

NORMAN A. RANDOLPH, JR., having a principal office located at 200 Mercer Street, Suite B, Hightstown, NJ 08520, also referenced herein as “Randolph” or “Owner”;

WHEREAS, the Governing Body of the Borough of Hightstown is committed to addressing its Third Round obligation for the provision of affordable housing to satisfy the regional need for the same, in accordance with requirements still to be finally determined; and

WHEREAS, to that end, the Borough is in the process of updating its Housing Element and Fair Share Plan (the “Fair Share Plan”); and

WHEREAS, the Borough’s updated Fair Share Plan shall promote an affordable housing program pursuant to the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*); and

WHEREAS, the Borough intends to include within the Borough’s updated Fair Share Plan, the property located at 278 Academy Street, more commonly known and designated as Block 38, Lot 1 on the Borough’s Tax Map (the “Property”), which Property is under the record ownership of Norman A. Randolph, Jr., as a site for the provision of affordable housing, so long as certain conditions are fulfilled; and

WHEREAS, the Property currently comprises a rooming/boarding home commonly known as the “Randolph Rooming House,” which contains nine (9) separate living units; and

WHEREAS, the Owner has proposed the imposition of deed restrictions on all nine (9) units at the Property, with the length of the restrictions to endure for a period of thirty (30) years, so that the units may only be occupied as affordable units by income-eligible inhabitants; and

WHEREAS, the Owner’s proposal is premised upon the Borough providing a contribution to the Owner to underwrite the provision of these new affordable units; and

WHEREAS, the Borough has previously adopted Ordinance(s) authorizing the imposition and collection of development fees in connection with certain new residential and non-residential construction in the Borough, which funds were to be deposited into an Affordable Housing Trust Fund (also referenced as the “Trust Fund”); and

WHEREAS, the monies collected and deposited into the Trust Fund are intended to be utilized in order to facilitate the provision of affordable housing units within the Borough; and

WHEREAS, subject to certain conditions, the Borough has agreed to contribute certain funding from the Trust Fund to the Owner, in order to facilitate the creation of these new affordable units, which will assist the Borough in satisfying its affordable housing requirements for the Third Round; and

WHEREAS, the terms and conditions associated with this undertaking are set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Borough and the Owner (hereafter collectively referenced as the “parties”) agree as follows:

1. **DEED RESTRICTION.** The Owner hereby agrees to the placement of a deed restriction (the “deed restriction” or “restriction”) which shall endure for a period of not less than thirty (30) years on the Property, which deed restriction shall impose affordability controls on nine (9) housing units located at the Property, in an effort to assist the Borough in satisfying its Third Round fair share affordable housing obligation. The deed restriction shall ensure that the nine (9) housing units at the Property may only be occupied by income-eligible households during the term of the restriction, and that the rents charged shall not exceed prevailing acceptable rent levels for affordable housing units. The deed restriction shall inure to the benefit of the Borough, and shall run with the land and be binding upon the Owner, as well as all successors in title to the Property, during the term of the deed restriction. It is anticipated at this time by the parties that, of the nine (9) units at the Property to be restricted with affordability controls, seven (7) units shall be occupied by low-income households and two (2) units shall be occupied by moderate-income households, eligibility for which shall be determined in accordance with established prevailing criteria. Said deed restriction shall be in a form which is generally consistent with the “model” form of deed restriction utilized for multi-family rental properties (a copy of which is attached hereto as “Exhibit “A”), as sanctioned by the State of New Jersey, and shall be satisfactory to the Borough.
2. **PAYMENT TO PROPERTY OWNER.** In consideration for the Owner’s placement of the thirty (30)-year deed restriction on the nine (9) housing units at the Property, as referenced in Paragraph 1 above, and subject to the conditions set forth in Paragraph 3 below, the Borough hereby agrees to make a payment to the Owner in the amount of ~~One Hundred and Two Thousand and 00/100 Dollars (\$102,000.00)~~ One Hundred and Eleven Thousand and 00/100 Dollars (\$111,000.00) from the

Borough's Affordable Housing Trust Fund. This payment represents approximately ~~Eleven~~ Twelve Thousand Three Hundred Thirty-Three and 33/100 Dollars (~~\$11,333.33~~) (\$12,333.33) per unit restricted, and shall be made in accordance with the schedule set forth in Paragraph 3 below.

3. **CONDITIONS TO PAYMENT.** The parties agree that full payment of the amount referenced in Paragraph 2 above from the Borough to the Owner is hereby expressly contingent upon the following conditions:
- a. The final execution of the within Agreement; and
 - b. The Borough's receipt of a written certification by the Borough's designated Affordable Housing Administrative Agent that all of the nine (9) housing units at the Property satisfy the applicable prevailing requirements for the Borough to be entitled to obtain affordable housing credits toward its Third Round affordable housing obligation; and
 - c. The execution and recording of a deed restriction which is generally consistent with the "model" form of deed restriction attached hereto as "Exhibit "A," which imposes affordability controls on nine (9) housing units located at the Property for a period of not less than thirty (30) years, as referenced in Paragraph 1 above.

Payment shall be made to the Owner by the Borough following the completion of all of the above conditions.

4. **CONTINUED MONITORING OF AFFORDABLE UNITS; PROPERTY OWNER'S RESPONSIBILITIES.** During the term of the thirty (30)-year period of affordability controls on the Property, the Borough's designated Affordable Housing Administrative Agent shall be responsible for, among other things, ensuring that all proposed occupants of the nine (9) restricted housing units at the Property are income qualified prior to the commencement of their respective tenancies, that the rents charged to occupants of the units do not exceed prevailing acceptable rent levels for affordable housing units, that the units meet all applicable criteria associated with their designation as affordable housing, and that the units continue to be operated in all respects in accordance with the requirements set forth in the recorded deed restriction, as well as those prescribed by applicable N.J. affordable housing rules and regulations. The Owner shall be required to ~~reimburse the Borough for~~ directly fund, at its own cost and expense, any and all ~~costs~~ fees incurred by the Borough's Affordable Housing Administrative Agent that are associated with the above responsibilities, or which are in any way related to oversight of the Property. The Owner hereby agrees to cooperate in good faith with the Borough and the Borough's designated Affordable Housing Administrative Agent in order to ensure that all of the restricted housing units continue to be operated in a manner which is consistent with the requirements of the recorded deed restriction, as well as those prescribed by applicable N.J. affordable housing rules and regulations. This requirement shall run

with the land and be binding upon the Owner, as well as all successors in title to the Property, during the term of the deed restriction.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year appearing below their names.

ATTEST:

THE BOROUGH OF HIGHTSTOWN

Debra Sopronyi, Borough Clerk

By: _____
Hon. Lawrence Quattrone, Mayor

WITNESS:

PROPERTY OWNER

By: _____
Norman A. Randolph, Jr.

EXHIBIT “A”

APPENDIX E-1

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY
WITH RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Multi-Family Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the ___ day of _____, 20 __, by and between the [Administrative Agent] ("Administrative Agent"), and _____ a New Jersey [Corporation / Partnership / Limited Partnership] having offices at _____ the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project subsidized by the State Of New Jersey (the "State") in cooperation with the Administrative Agent, under the [Name of Program] (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of the subsidies received for the Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

[If the project is a 100 percent affordable development, use the following:]

The Property consists of all of the land, and improvements thereon, that is located in the municipality of _____, County of _____, State of New Jersey, and described more specifically as Block No. _____ Lot No. _____, and known by the street address:

[Where restrictions are limited to specific units within the project, use the following:]

updated June 2007

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the municipality of _____, County of _____, State of New Jersey, and described more specifically as Block No. _____ Lot No. _____, and known by the street address:

More specifically designated as:

(List specific affordable units by address or apartment number.)

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the State of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

updated June 2007

E. The Owner shall notify the Administrative Agent and the State within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the State and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the State shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

[THE ADMINISTRATIVE AGENT]

BY: _____
XXXXXXXXXXXXXXXXX
Title

[THE OWNER]

BY: _____
XXXXXXXXXXXXXXXXX
Title

APPROVED BY THE STATE OF NEW JERSEY

BY: _____
XXXXXXXXXXXXXXXXX
Title

ACKNOWLEDGEMENTS

On this the _____ day of _____, 20____ before me came _____, to me known and known to me to be the _____ of the Department of Community Affairs of the State of New Jersey, who states that (s)he has signed said Agreement on behalf of said State for the purposes stated therein.

updated June 2007

NOTARY PUBLIC

On this the day of , 20 before me came _____, to me known and known to me to be _____, the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

NOTARY PUBLIC

On this the day of , 20 before me came _____ known and known to me to be _____ of _____, the Administrative Agent identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of the State, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

NOTARY PUBLIC

Resolution 2016-169

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

**AWARDING A CONTRACT FOR ENGINEERING SERVICES FOR THE ULTRA
VIOLET DISINFECTION PROJECT AT THE HIGHTSTOWN BOROUGH
ADVANCED WASTE WATER TREATMENT PLANT (AWWTP)**

WHEREAS, Hightstown Borough is in need of Engineering Services regarding the Ultra Violet Disinfection Project at the Hightstown Borough Advanced Water Treatment Plant; and

WHEREAS, the Borough Engineer, Roberts Engineering Group, LLC has submitted a proposal in the amount of \$75,000.00 to provide Engineering Services for this project; and,

WHEREAS, Engineering Services to be provided for this project are detailed in the proposal and the associated agreement; and

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

WHEREAS, the Chief Finance Officer has certified that funds are available for these services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the contract for Engineering Services for the Ultra Violet Disinfection Project at the Hightstown Borough Advanced Water Treatment Plant is awarded to Roberts Engineering Group, LLC, 1670 Whitehorse Hamilton Square Rd. Hamilton, NJ 08690 in an amount not to exceed \$75,000.00.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on September 19, 2016.

Debra L. Sopronyi
Borough Clerk

**AGREEMENT
FOR
PROFESSIONAL ENGINEERING CONSTRUCTION SERVICES**

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

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

Ultra Violet Disinfection

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

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

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

SECTION 1 – BASIC SERVICES OF ENGINEER

1.1 General.

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

1.2 Bidding Phase.

During the Bidding Phase, ENGINEER shall:

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

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

1.2.3. Assist CLIENT in awarding contracts.

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

1.3 CONSTRUCTION PHASE.

During the Construction Phase ENGINEER shall:

1.3.1 Consultation and advice to the Client during construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3.17 Meeting special State & Federal requirements such as:

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

1.3.18 Certifying Partial & Final Payments

SECTION 2 – ADDITIONAL SERVICES OF ENGINEER

2.1. General.

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

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

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

SECTION 3 – CLIENT'S RESPONSIBILITIES

CLIENT shall:

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

SECTION 4 – PERIOD OF SERVICE

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

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

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

SECTION 5 – PAYMENTS TO ENGINEER

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

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

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

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

\$75,000.00

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

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

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

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

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

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

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

SECTION 6 – GENERAL PROVISIONS

6.1. Termination.

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

6.2. Reuse of Documents.

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

6.3. Project Records.

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

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

6.4. Governing Law.

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

6.5. Successors and Assigns.

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

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

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

6.6. Estimates of Construction Cost.

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

6.7. Insurance

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

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

SECTION 7 – EXHIBITS AND SPECIAL PROVISIONS

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

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

SECTION 8 – POLITICAL CONTRIBUTION DISCLOSURE

- 8.1. The within contract has been awarded to the Engineer based upon the merits and abilities of the Engineer to provide the services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Engineer, her Firm, her Firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of her Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect the Engineer's eligibility to perform this contract, nor will the Engineer or her Firm make a reportable contribution during the term of the within contract to any political party committee in the Borough of Hightstown if a member of that political party is serving in an elective public office of the Borough of Hightstown when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Hightstown when the contract is awarded.

SECTION 9 – ENTIRE AGREEMENT

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

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

ATTEST:

BOROUGH OF HIGHTSTOWN

Debra Sopronyi
Borough Clerk

By: _____
Lawrence D. Quattrone
Mayor

ATTEST:

ROBERTS ENGINEERING GROUP, LLC

Karen Thompson
Notary

By: _____
Carmela Roberts, P.E.
President

EXHIBIT A

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

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

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

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

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

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

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signed: _____

Print Name: Carmela Roberts

Name & Address of Company: Roberts Engineering Group, LLC

1670 Whitehorse Hamilton Square Road, Hamilton, New Jersey 08690

EXHIBIT C

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

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

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

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

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

WITNESS:

DATED:

EXHIBIT D

ROBERTS ENGINEERING GROUP, LLC

Borough of Hightstown 2015 Hourly Rate Schedule:

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

Other Expenses:

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

Resolution 2016-170

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

AUTHORIZING REFUND OF WATER/SEWER OVERPAYMENT

WHEREAS, a water/sewer overpayment was made for Block 2.01, Lot 1, 56 Mill Run East, in the amount of \$167.48 due to double payment; and

WHEREAS, the owner, Joyce Teer, 1 Overlook Drive, Apt. 3332, Monroe, New Jersey, 08831 has requested that a refund be issued for the overpayment in the amount of \$167.48; and

WHEREAS, the Collector has requested that said overpayment be refunded in the amount of \$167.48.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Collector and CFO are hereby authorized to issue a refund in the amount of \$167.48 to Joyce Teer, 1 Overlook Drive, Apt. 3332, Monroe, New Jersey, 08831, representing the water/sewer overpayment as set forth herein.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on September 19, 2016.

Debra L. Sopronyi
Borough Clerk