



- 2016-193** Authorizing Execution of an Agreement for Engineering Services Related to a Federal Aid Agreement with the New Jersey Department of Transportation for the Safe Routes to School Design Assistance Program 2015 for Improvements to Stockton Street and Joseph Street (Federal Project #TAP-COOS (922))
- 2016-194** Authorizing a Shared Services Agreement with Robbinsville Township for Municipal Court Facilities
- 2016-195** Authorizing Triad Associates to Prepare and Process the USDA Rural Development Community Facilities Pre-Application and Full Application for the Construction of a New Firehouse
- 2016-196** Encouraging Mercer County to Contract with Community Champions to Assist Municipalities with Required Vacant and Foreclosed Property Registration and Maintenance Compliance
- 2016-197** Authorizing Execution of a Donor Agreement with RISE (formerly known as Community Action Service Center)
- 2016-198** Authorizing Execution of a Donor Agreement with Better Beginnings Child Development Center
- 2016-199** Accepting Membership of Emily A. Caputo in Hightstown Engine Co. No. 1
- 2016-200** Accepting Membership of Robert A. LeBrun in Hightstown Engine Co. No. 1
- 2016-201** Authorize Refund of Water/Sewer Overpayment
- 2016-202** Adopting the Mercer County Multi-Jurisdictional Hazard Mitigation Plan
- 2016-203** Authorizing a Transfer of Funds in the 2016 Budget

### **Consent Agenda**

### **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**

Bond Rating

### **Subcommittee Reports**

### **Mayor/Council/Administrative Reports**

### **Adjournment**

# Resolution 2016-190

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

## **AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on November 7, 2016 at 7:00 p.m. at the Hightstown Engine Co. #1 Fire House Hall located at 140 North Main Street, Hightstown that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed:

Contract Negotiations – Municipal Court  
Attorney-Client Privilege

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public: February 7, 2017, or when the need for confidentiality no longer exists.

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with sections 8 and 4a of the Open Public Meetings Act.

## **CERTIFICATION**

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

---

Debra L. Sopronyi  
Borough Clerk

**Meeting Minutes  
Hightstown Borough Council  
Workshop Meeting  
October 5, 2016  
7:00 p.m.**

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

The flag salute followed Roll Call.

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

Also in attendance: Debra L. Sopronyi, Borough Clerk; Henry Underhill, Borough Administrator; and Fred Raffetto, Borough Attorney.

**EXECUTIVE SESSION**

**Resolution 2016-173 Authorizing a Meeting that excludes the Public**

Council President Hansen moved Resolution 2016-173; Councilmember Stults seconded.

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

Resolution adopted 6-0.

Resolution 2016-173

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

**AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on October 5, 2016 at 7:00 p.m. at the Hightstown Engine Co. #1 Fire House Hall located at 140 North Main Street, Hightstown that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed:

Personnel – Professional Services  
Contract Negotiations – Court

### Insurance

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public: January 5, 2017, or when the need for confidentiality no longer exists.

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with sections 8 and 4a of the Open Public Meetings Act.

Mayor Quattrone called the public meeting to order at 7:46 p.m. and again read the Open Public Meetings Statement.

The Flag Salute followed roll call.

George Lang, CFO, arrived at this time and was now present.

### **APPROVAL OF AGENDA**

Mayor Quattrone requested that resolution 2016-178 which authorizes the Borough Engineer to bid the UV project, be added to the consent agenda.

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

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

Agenda approved as amended 6-0.

### **APPROVAL OF MINUTES**

Councilmember Kurs moved the September 6, 2016 Workshop Session minutes for approval; Councilmember Hansen seconded.

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

Minutes approved 6-0.

Councilmember Kurs moved the September 6, 2016 Executive Meeting minutes for approval; Councilmember Stults seconded.

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

Minutes approved 6-0.

### **PUBLIC COMMENT**

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

Doug Mair, 536 S. Main Street – commented that he has requested an ordinance for filming in town; and that he feels Council is not doing a good job.

Jean M. Ruggiero Mair, 536 S. Main Street – Yielded her time to Doug Mair.

Doug Mair, 536 S. Main Street – continued to comment regarding filming in the Borough and his discontent with Council; he requested that his comments be placed in the minutes verbatim.

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

Council President Hansen noted that the first public comment period is for items on the agenda. Mr. Mair stated that the information he spoke about is in the minutes that are on the agenda for approval this evening.

## **ORDINANCES**

**2016-21 Final Reading and Public Hearing** – An Ordinance Amending and Supplementing Chapter 2, Entitled “Administration”, Section 2-31, Entitled “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

Borough Attorney Raffetto noted that there has been a change in the ordinance since introduction which is not substantive; the number which constitutes a quorum was revised to match the new number of members. Council must vote to amend the ordinance before adoption.

Councilmember Bluth moved the amendment to ordinance 2016-21 for the number of members that constitutes a quorum, Councilmember Stults seconded.

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

Ordinance amended 6-0.

Mayor Quattrone opened the public hearing on ordinance 2016-21 and the following individuals spoke:

Doug Mair, 536 S. Main Street – commented that the ordinances this evening increase the number of members to make a quorum, if they are not getting a quorum now, why increase the membership?

There was discussion regarding members missing meetings and alternates having the ability to vote in place of the regular membership.

There being no further comments, the public hearing was closed.

Councilmember Misiura moved to amend the ordinance by removing the first whereas clause because Parks and Recreation is in need of more members to complete their tasks, not make a quorum, Councilmember Bluth seconded.

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

Ordinance amended 6-0.

Councilmember Bluth moved ordinance 2016-21 for adoption as amended, Council President Hansen seconded.

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

Ordinance adopted as amended 6-0.

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 COMMISSIONERS”,  
SUBSECTION 2-31.2, ENTITLED “APPOINTMENT; TERMS OF OFFICE” AND SUBSECTION 2-31.3,  
ENTITLED “OFFICERS; ORGANIZATION OF THE “REVISED GENERAL ORDINANCES OF THE  
BOROUGH OF HIGHTSTOWN, NEW JERSEY” REGARDING MEMBERSHIP AND QUORUM**

**WHEREAS**, 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”, and Subsection 2-31.3 entitled “Officers; Organization” are 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 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)

**Subsection 2-31.3            Officers; Organization.**

The Board shall elect one of its members as Chairman and one as Vice-Chairman. The Board shall keep a correct record of its proceedings and shall meet at regularly scheduled times. Meetings of the Board shall comply with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-1 et seq. and minutes of each meeting shall be placed on file in the office of the Borough Clerk. Four members of the Board which may include alternate members filling the vacancies of regular members, shall constitute a quorum for the transaction of business. Any formal action taken by the Board shall be by resolution or by motion duly recorded in the minutes. (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.

**2016-22 First Reading and Introduction** – An Ordinance Amending and Supplementing Chapter 2, Entitled “Administration”, Section 2-45, Entitled “Historic Preservation Commission”, Subsection 2-45.3, Entitled “Establishment of the Historic Preservation Commission”, Item (M) Entitled “Meetings, Quorum” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey” Regarding a Quorum

Councilmember Misiura moved ordinance 2016-22 for introduction, Councilmember Bluth seconded.

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

Ordinance introduced 6-0. Public Hearing to be held on October 17, 2016.

Ordinance 2016-22

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

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

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

**WHEREAS**, the Borough Council adopted ordinance 2016-16 which amended the number of members on the Historic Preservation Commission; and

**WHEREAS**, it is necessary to amend the number of members which constitutes a quorum at the Historic Preservation Commission meetings.

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

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

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

(M) Meetings, Quorum:

1. The Historic Preservation Commission shall establish and post in the Municipal Building a regular schedule of meetings, which shall include a minimum of one meeting per month. Regular meetings shall be held as scheduled unless canceled for lack of quorum, lack of applications to process or for other good reason(s), which shall be noted in the minutes.
2. The Historic Preservation Commission shall hold public meetings to review all applications for HPC Opinions, referrals of development applications and other business which comes before the Commission.
3. The presence of three (3) members, which may include alternate members filling the vacancies of regular members, shall constitute a quorum. Liaison and Advisor person(s) are not entitled to vote and shall not be counted towards achieving a quorum. A majority vote of those present and voting shall prevail, and shall be sufficient to render an HPC Opinion or other business matter. Not less than a majority of the appointed membership shall be required to designate or change a Historic Landmark or Historic District designation or to render an HPC Opinion for demolition or use changes of an historic landmark or a resource within a Historic District.

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

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

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

**2016-23 First Reading and Introduction** – An Ordinance Amending and Supplementing Chapter 4, Entitled “Licensing”, Subsection 4.1-4, Entitled “Fee Schedule” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey” in Order to Establish a Fee for Massage Parlor Licenses

The Borough Attorney explained that this ordinance is to add the fee for the massage parlor licensing ordinance which has already been adopted. He noted that the codifier caught that the fee had not been added to the fee ordinance.

Councilmember Hansen moved ordinance 2016-23 for introduction, Councilmember Bluth seconded.

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

Ordinance introduced 6-0. Public Hearing to be held on October 17, 2016.

Ordinance 2016-23

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

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 4, ENTITLED “LICENSING”, SUBSECTION 4.1-4 ENTITLED “FEE SCHEDULE” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN NEW JERSEY,” IN ORDER TO ESTABLISH A FEE FOR**

**MASSAGE, BODYWORK AND SOMATIC THERAPY ESTABLISHMENT LICENSES**

**WHEREAS**, The Hightstown Borough Council has adopted ordinance 2016-13 establishing the requirements for the licensing of Massage, Bodywork and Somatic Therapy Establishments; and

**WHEREAS**, it is necessary to amend chapter 4, subsection 4.1-4 of the “Revised General Ordinances of the Borough of Hightstown New Jersey” to include the associated licensing fee.

**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 4, entitled “Licensing”, Subsection 4.1-4, entitled “Fee Schedule” is hereby amended to read as follows (underline for additions, strikethroughs for deletions):

**4-1.4 Fee Schedule.**

- a. Fees shall be as follows:

<u><b>License</b></u>	<u><b>Fee</b></u>
Peddlers, hawkers and vendors	\$75.00 per year
Solicitors and canvassers	\$75.00 per month
Charitable solicitations	No fee
Movie theatres	\$50.00 per year
Pool and billiard parlors	\$50.00 per year
Coin-operated vending machines (in coin-operated laundries):	
Automatic washers	\$10.00 per machine per year
Dryers	\$10.00 per machine per year
Coin changers	\$10.00 per machine per year
Soap-dispensing machines	\$10.00 per machine per year
Automatic vending machines:	
Vending merchandise or service of any description (Non-food)	\$40.00 per machine per year
Amusement, skill and video machines	\$100.00 per machine per year

Weighing scales	\$30.00 per machine per year
Coin-operated phonographs	\$75.00 per machine per year
Coin-operated reproducing machines	\$60.00 per machine per year
Going-out-of-business sales	\$150.00 per sale
Circuses and traveling shows	\$100.00 per day
Auctions	\$100.00 per day
Massage, Bodywork and Somatic Therapy Establishments	\$500.00 per licensing cycle
Boardinghouses, rooming houses and rooming units*	
1 to 3 boarders or roomers	\$5.00 per boarder or roomer per year
4 or more boarders or roomers	\$3.00 per boarder or roomer per year

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

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

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 there from and shall not be affected.
4. That this Ordinance shall take effect following final passage and publication in accordance with the law.

## **RESOLUTIONS**

### **Resolution 2016-174 Authorizing Payment of Bills**

Councilmember Bluth requested that item W1122 be pulled from the Bill List and voted on separately.

Councilmember Kurs moved Resolution 2016-174 without item W1122; Councilmember Stults seconded.

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

Councilmember Hansen moved item W1122 for payment; Councilmember Kurs seconded.

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

Resolution adopted 5-0 with 1 abstention.

Resolution 2016-174

*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 \$71,452.49 from the following accounts:

Current		\$30,542.66
W/S Operating		18,790.77
General Capital		59.00
Water/Sewer Capital		2,104.50
Grant		1,161.55
Trust		239.76
Housing Trust		0.00
Animal Control		0.00
Law Enforcement Trust		0.00
Housing Rehab Loans		0.00
Unemployment Trust		0.00
Escrow		<u>18,554.25</u>
Total		<u>\$71,452.49</u>

**CONSENT AGENDA**

Councilmember Montferrat moved the consent agenda which consisted on resolutions 2016-175, 2016-176, 2016-177 and 2016-178; Councilmember Hansen seconded.

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

Resolutions adopted 6-0.

Resolution 2016-175

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

**APPOINTING AND AUTHORIZING AN AGREEMENT FOR SPECIAL LABOR  
COUNSEL SERVICES FOR A SPECIFIC LABOR MATTER – JOHN M. BOWENS, ESQ.**

**WHEREAS**, there exists the need for specialized legal services relative to a specific personnel matter during 2016; and

**WHEREAS**, the Borough Council wishes to appoint John M. Bowens, Esq. of Schenck, Price, Smith & King, LLP of Florham Park, New Jersey as Special Labor Counsel for a specific personnel matter at a rate of \$130.00 per hour; and

**WHEREAS**, the cost for the proposed services shall not exceed \$3,500.00 without further approval by the Borough Council; and,

**WHEREAS**, funds for this purpose will be made available in the 2016 budget; and,

**WHEREAS**, the Borough Attorney will review and approve the contract for execution by the Borough; and

**WHEREAS**, the anticipated term of this contract shall be until the special labor matter for which the Special Labor Counsel as assigned is resolved.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Borough Council of the Borough of Hightstown that the Mayor is authorized to execute and the Borough Clerk to attest an agreement between the Borough of Hightstown and John M. Bowens, Esq. for professional labor counsel services for a specific labor matter.

Resolution 2016-176

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

**AUTHORIZING A SHARED SERVICES AGREEMENT WITH HAMILTON  
TOWNSHIP FOR THE DESTRUCTION OF RECORDS**

**WHEREAS**, there is a need for the destruction of Hightstown Borough records in accordance with the New Jersey State Records Retention Schedule; and

**WHEREAS**, Hamilton Township has offered to shred the records currently awaiting destruction in Hightstown Borough, at no charge to the Borough, due to special circumstance; and

**WHEREAS**, Hightstown Borough and Hamilton Township wish to encourage inter-municipal cooperation; and

**WHEREAS**, Hightstown Borough and Hamilton Township recognize that shared service agreements may yield

certain economies and efficiencies to the residents of the Parties in the delivery of the services; and

**WHEREAS**, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1 *et seq.*, authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any Party to the agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, Hightstown Borough and Hamilton Township agree that Hamilton Township will shred the documents currently awaiting destruction in Hightstown Borough at no charge.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the Shared Services Agreement with Hamilton Township, Mercer County for the destruction of records is hereby approved and the Mayor and Borough Clerk are hereby authorized and directed to execute the agreement for same.

Resolution 2016-177

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

#### **AUTHORIZING RECEIPT OF BIDS FOR CHEMICALS**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the Borough Engineer is hereby authorized to prepare specifications and advertise for bids for Chemicals for the Water and Waste Water Treatment Plants, and that the Borough is authorized to receive same after proper advertisement

Resolution 2016-178

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

#### **AUTHORIZING RECEIPT OF BIDS FOR ULTRAVIOLET DISINFECTION AND TERTIARY FILTER PROJECT**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the Borough Engineer is hereby authorized to prepare specifications and advertise for bid for the Ultraviolet Disinfection and Tertiary Filter Project for the Waste Water Treatment Plant, and that the Borough is authorized to receive same after proper advertisement.

#### **PUBLIC COMMENT PERIOD II**

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

Scott Caster, 12 Clover Lane – asked for clarification of the first public comment period and what is considered an agenda item, the minutes are on the agenda for approval so Mr. Mair can comment on them; expressed concern regarding the impending storm and whether Hightstown is prepared.

Doug Mair, 536 S. Main Street – advised he is still waiting for an answer from the Borough Attorney regarding a case on the timeliness of minutes; commented the bridge to nowhere is not needed; property maintenance ordinance is not working and it is revenue driven; requested that his comments be placed in the minutes verbatim.

Milton Matamoros, 135 Purdy Street – commented regarding littering and loitering at the Westerlea Apartments and High School; he has concern with vehicles with New York tags and tinted windows being parked in the Borough; commented regarding protecting our children; inquired if Hightstown is a sanctuary city and has a don't ask policy; commented that bicycles on the sidewalks and the intersection at Main and Franklin Streets are dangerous.

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

## **DISCUSSION**

### **Letters of Support for Alternatives Transportation Grant Application**

The Borough Clerk advised that letters of support are needed to be submitted with the grant application; the information has been posted to the website.

### **Parade Permit Ordinance Revision**

Mayor Quattrone explained that the revisions to the parade permit requirements have been brought forward by the Police Chief; more time is needed between the application and the time of the event so the PD can plan accordingly for proper officer support.

There was discussion and Council requested that the ordinance be placed on the next agenda for introduction.

## **MAYOR/COUNCIL/ADMINISTRATIVE REPORTS**

### **Councilmember Stults**

**Downtown Business Meeting** – The next meeting for business owners is scheduled for next Monday at 8:30 am at OGP; he is working on establishing a business list for the Borough; 4 Get Me Not, a new business in the Borough, had a grand opening ribbon cutting on Saturday; Downtown Hightstown is meeting with a consultant on Tuesday regarding the Lakefront project.

**Construction/Zoning Office** – Violations are being followed up; new businesses are coming to town; they are working with the banks on vacant property maintenance; people are taking notice that the Borough is enforcing its ordinances; he is working with the Board of Education to get Realtors to promote the schools; homes are turning over quickly.

### **Councilmember Bluth**

**Parks & Recreation** – Stated that the meeting is next week.

**Cultural Arts Commission** – noted that they are sponsoring a Halloween Party on October 29<sup>th</sup> at the Firehouse, and will also have a booth at the fair on Saturday.

### **Councilmember Montferrat**

Commented that it is painful to hear such negativity when the Council is working so hard; the public is the eyes and ears of Council.

**Harvest Fair** – noted that the Fair is all set for Saturday and it was advertised on the radio.

### **Councilmember Misiura**

**Development** – the Developer with whom they met regarding the Lakefront project has sent follow-up e-mails looking for demographic information, which is a good sign that they are still interested.

**Public Comments** – the Police Department is here to serve and they should be called about strange vehicles that are of concern.

### **Councilmember Kurs**

**Public Comments** – Noted that Hightstown Borough is not, nor has it ever been, a Sanctuary City; it is a talking point that some people bring up time and time again, but we have never done a resolution or ordinance making Hightstown a Sanctuary City. The Hightstown Police Department has always adhered to the Attorney General guidelines as to reporting to ICE and Homeland Security; that has never changed and they are cooperating as required to be in compliance. He then confirmed this information with Mr. Raffetto, who confirmed he is correct.

He continued that “if you see something, say something”; He grew up in this area and has noticed an improvement to Hightstown, it is foolish that anyone would think that the Council is attempting to downgrade Hightstown; we are all up here to do what is best for the Borough and have a vested interest in seeing Hightstown succeed.

As far as putting comments in the minutes verbatim, it must be noted that once the minutes go up on the website, everyone can read them. When negative comments are projected repeatedly from our residents it gives a negative impression of Hightstown and does not encourage people to come here. A wise individual pointed out that we only have a few people attend our meetings because we are doing something right, because if we were not, the public would come to this forum and let us know. We are making Hightstown better, and that is why only a few people show up to the meetings.

Councilmember Kurs then commented that Mr. Mair is a little misinformed; he voted against the smoking ordinance. Mr. Mair interrupted Councilmember Kurs. Councilmember Kurs then gave his reasons for voting against the smoking ordinance.

### **Council President Hansen**

**Housing Authority** – the budget passed at the Housing Authority meeting; they are not happy with rusty water in one apartment in building 7 and she will address it with Mr. Underhill to evaluate and resolve the issue; water department employees have put a lot of energy into researching the issue and we hope to find a solution.

**Comments** – she is glad to hear about working with the Realtors, the full day kindergarten is a big draw for young families; she does not recall anyone ever speaking about minutes that are on an agenda for approval before, so she apologizes for questioning Mr. Mair’s comments during the first public comment period.

### **George Lang, CFO**

Advised that we have received a couple small grants that will be put into the budget by resolution on the next meeting agenda; the budget requests have been sent out to the various departments for the 2017 budget.

Mr. Underhill inquired as to the status of the insurance claims regarding Hurricane Irene. Mr. Lang noted that he is working on it with the insurance carrier and is exchanging information with them.

**Borough Clerk Sopronyi**

Reminded the public that the Harvest Fair is Saturday and promises to be a fun time for the entire family.

**Administrator Underhill**

Advised that the person who came forward regarding an inaccurate water bill received a new meter, and the old meter has been tested and found to be in good working order. He will be sending her a letter notifying her of the results and that the payment for the water recorded is due to the Borough.

He noted that the mechanism on the dam gate has been replaced; we are under a drought warning, so we cannot lower the lake early due to the impending storm.

Mr. Underhill noted that residents have complained that they cannot legally cross North Main Street until you get to the intersection of Franklin. He advised that the County does like mid-block cross walks and the corners on North Main do not match, so we cannot put in crosswalks.

He advised Council that the abandoned property ordinance will be discussed at the next meeting and Dave Bell will attend to discuss it with Council; Larry Blake will be following up on the rusty water situation at the Housing Authority; a resident on Stockton is also complaining about rusty water, but that is partly due to the need for a new water main or re-lining.

There was discussion regarding the water lines in the area.

**Mayor Quattrone**

Advised that a new business opened in town this past weekend; they refurbish old furniture and it is a very nice shop; noted that he met with a developer and received a call from another regarding the Lakefront Project; The Mill Property has been surveyed and a demo permit issued, a fence should be installed soon.

Mayor Quattrone then noted that Council wants to help, but the order of business is family/business/Council. He has never seen Hightstown in a better place, and he was born and raised here. He encouraged Council to keep plugging along; they are doing a good job.

**ADJOURNMENT**

Councilmember Kurs moved to adjourn at 9:10 p.m.; Councilmember Montferrat seconded. All ayes.

Respectfully Submitted,

Debra L. Sopronyi, RMC  
Borough Clerk

**Meeting Minutes  
Hightstown Borough Council  
Workshop Meeting  
October 17, 2016  
7:00 p.m.**

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

The flag salute followed Roll Call.

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

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

**EXECUTIVE SESSION**

**Resolution 2016-179 Authorizing a Meeting that Excludes the Public**

Councilmember Stults moved Resolution 2016-179; Council President Hansen seconded.

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

Resolution adopted 5-0.

Resolution 2016-179

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

**AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on October 17, 2016 at 7:00 p.m. at the Hightstown Engine Co. #1 Fire House Hall located at 140 North Main Street, Hightstown that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed:

Contract Negotiations – Municipal Court

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

discussion conducted at said meeting can be disclosed to the public: January 17, 2017, or when the need for confidentiality no longer exists.

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with sections 8 and 4a of the Open Public Meetings Act.

Mayor Quattrone called the called the public meeting to order at 7:31 p.m. and again read the Open Public Meetings Statement.

The Flag Salute followed roll call.

George Lang, CFO and Carmela Roberts, Borough Engineer, arrived at this time and are now present.

### **APPROVAL OF AGENDA**

Mayor Quattrone asked that Resolution 2016-189 be added to the agenda.

Councilmember Montferrat moved the agenda as amended; Councilmember Bluth seconded.

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

Agenda approved at amended 5-0.

### **APPROVAL OF MINUTES**

Council President Hansen moved the September 19, 2016 Business Meeting Minutes for approval; Councilmember Bluth seconded.

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

Minutes approved 4-0 with 1 abstention.

### **ENGINEERING ITEMS**

#### **Resolution 2016-180 Authorizing Payment #1 – A.C. Shultes, Inc., (Rehabilitation of Well #1)**

Carmela Roberts, Borough Engineer, explained that this payment is for the redevelopment and cleaning of Well #1. The remainder of the work will include testing and evaluation of the motor. Ms. Roberts stated that the project is going well and recommended that the payment be made.

Councilmember Montferrat moved Resolution 2016-180; Councilmember Stults seconded.

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

Resolution adopted 5-0.

Resolution 2016-180

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

**AUTHORIZING PAYMENT #1 – A.C. SHULTES, INC. REHABILITATION OF WELL NO. 1**

**WHEREAS**, on June 6, 2016, the Borough Council awarded a contract for the Rehabilitation of Well No. 1 to A.C.Shultes, Inc. of Woodbury Heights, New Jersey in the amount of \$95,240.00; and

**WHEREAS**, the contractor has submitted payment request #1 for work related to mobilization, pump evaluation and well redevelopment for the project in the total amount of \$20,384.00; and

**WHEREAS**, the Borough Engineer has recommended approval of payment # to A.C. Shultes, Inc. in the amount of \$20,384.00 following receipt of the certified payrolls; and

**WHEREAS**, the CFO has certified that funds are available for this expenditure.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown Payment Request No. 1 to A.C.Shultes, Inc. of Woodbury Heights, New Jersey in the amount of \$20,384.00, following receipt of the certified payrolls is hereby approved as detailed herein, and the CFO is authorized to issue same.

**Resolution 2016-181 Authorizing Change Order #1 – The G. Meyer Group (Rehabilitation of Detention Tanks)**

Carmela Roberts, Borough Engineer, spoke to Council regarding her letter dated October 11, 2016 outlining a change order for the rehabilitation of the detention tanks. Lead Water Operator, Larry Blake, requested that repairs and painting of the aerator be completed while the rehabilitation of the tanks are being completed. The work on the aerator was not included in the original project scope but shortly after the start of construction, it was decided to obtain pricing from the contractor because of the deteriorated condition of the aerator. Ms. Roberts believes that this is a fair price and recommends that Council approve the change order.

Councilmember Bluth moved Resolution 2016-181; Council President Hansen seconded.

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

Resolution adopted 5-0.

Resolution 2016-181

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

**AUTHORIZING CHANGE ORDER #1 – THE G. MEYER GROUP  
(REHABILITATION OF DETENTION TANKS)**

**WHEREAS**, on June 6, 2016, the Borough Council awarded a contract for the Rehabilitation of the Detention Tanks for the Water Treatment Plant in Hightstown Borough to The G. Meyer Group, Inc. of Bradley Beach, New Jersey at the price of \$133,804.50; and

**WHEREAS**, the contractor has submitted change order #1 for repairs and painting of the aerator tower in the

amount of \$19,243.00, which increases the original contract by 14.4% to \$153,047.50; and

**WHEREAS**, the Borough Engineer has recommended approval of Change order #1; and

**WHEREAS**, the CFO has certified that funds are available for this expenditure.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that Change order #1 in the amount of \$19,243.00 to The G. Meyer Group, Inc. of Bradley Beach, New Jersey is hereby approved as detailed herein.

**Resolution 2016-182 Authorizing Payment #1 – The G. Meyer Group (Rehabilitation of Detention Tanks)**

Ms. Roberts, Borough Engineer, explained that this is a standard partial payment for work completed to date. She stated that the project is moving along and she recommends that the payment be approved.

Councilmember Bluth moved Resolution 2016-182; Council President Hansen seconded.

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

Resolution adopted 5-0.

Resolution 2016-182

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

**AUTHORIZING PAYMENT #1 – THE G. MEYER GROUP (REHABILITATION OF DETENTION TANKS)**

**WHEREAS**, on June 6, 2016, the Borough Council awarded a contract for the Rehabilitation of the Detention Tanks for the Water Treatment Plant in Hightstown Borough to The G. Meyer Group, Inc. of Bradley Beach, New Jersey at the price of \$133,804.50; and

**WHEREAS**, the contractor has submitted payment request #1 for work related to mobilization, tank inspection and cleaning for the project in the total amount of \$26,487.39; and

**WHEREAS**, the Borough Engineer has recommended approval of payment # to The G. Meyer Group in the amount of \$26,487.39 following receipt of the certified payrolls; and

**WHEREAS**, the CFO has certified that funds are available for this expenditure.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown Payment Request No. 1 to The G. Meyer Group, Inc. of Bradley Beach, New Jersey in the amount of \$26,487.39, following receipt of the certified payrolls is hereby approved as detailed herein, and the CFO is authorized to issue same.

**Resolution 2016-183 Supporting Project Under Transportation Alternative Program**

Ms. Roberts informed Council that her office is preparing a grant application to the federally funded Transportation Alternatives Program sponsored by the NJDOT. This application would include construction of streetscape improvements on North Main Street, Mercer Street and West Ward Street. The project will also include sidewalk and curb improvements on North Main Street from Bank Street to the Borough limits, Mercer Street from Summit Street to West Ward Street, and West Ward Street from Mercer Street to South Main.

Council President Hansen moved Resolution 2016-183; Councilmember Bluth seconded.

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

Resolution adopted 5-0.

Resolution 2016-183

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

**SUPPORTING PROJECT UNDER TRANSPORTATION  
ALTERNATIVES PROGRAM**

**WHEREAS**, the Borough of Hightstown is currently preparing a grant application to the federally funded Transportation Alternatives Program, sponsored by the New Jersey Department of Transportation, to provide funding for construction of Streetscape Improvements at North Main Street, Mercer Street, and West Ward Street;

**WHEREAS**, the grant if received would fund sidewalk and curb improvements on North Main Street from Bank Street to the Borough Limits, Mercer Street from Summit Street to West Ward Street, and West Ward Street from Mercer Street to South Main Street;

**WHEREAS**, the Transportation Alternatives Program provides funding for "non-traditional" projects designed to strengthen the cultural, aesthetic, and environmental aspects of the nation's intermodal system;

**WHEREAS**, the grant application requires that the Borough governing body show support for the project in the form of a resolution, including certification of continual ownership and maintenance for the useful life of the project, a minimum 20 years after completion;

**WHEREAS**, Borough Council believes in the importance of this project for maintaining the beauty and vitality of our Downtown and its pedestrian-friendly environment;

**WHEREAS**, Borough Council certifies that the proposed improvements will be continually owned by the Borough and the Borough will continually provide for the maintenance of the improvements for the useful life of the improvements, or a minimum of 20 years after completion;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Hightstown, as follows;

1. Borough Council expresses its full support for the construction of curb, sidewalk and other improvements proposed in the Borough's aforesaid grant application under the Transportation Alternatives Program;
2. Borough Council hereby certifies that the Borough will continually own and continually provide for the maintenance of the proposed improvements for the useful life of the improvements, or a minimum of 20 years after completion;
3. Borough Council hereby authorizes and directs the Borough Administrator to ensure that a copy of this Resolution is included in the aforesaid application to the Transportation Alternatives Program and to take such other steps as may be necessary to support this application.

**PUBLIC COMMENT**

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

**Eugene Sarafin, 628 South Main Street** – Stated that Council is doing and good job and thanked them.

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

Mr. Kurs arrived at this time and is now present.

## **ORDINANCES**

**2016-22 Final Reading and Public Hearing – An Ordinance Amending and Supplementing Chapter 2, Entitled “Administration”, Section 2-45, Entitled “Historic Preservation Commission”, Subsection 2-45.3, Entitled “Establishment of the Historic Preservation Commission”, Item (M) Entitled “Meetings, Quorum” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey” Regarding a Quorum**

Mayor Quattrone opened the Public Hearing on Ordinance 2016-22 and the following individuals spoke:

**Eugene Sarafin, 628 South Main Street** – Stated that he thought this was a good idea.

There being no further comments, Mayor Quattrone closed the Public Hearing.

Councilmember Montferrat moved Ordinance 2016-22 for adoption; Council President Hansen seconded.

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

Ordinance adopted 6-0.

Ordinance 2016-22  
*BOROUGH OF HIGHTSTOWN*  
*COUNTY OF MERCER*  
*STATE OF NEW JERSEY*

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

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

**WHEREAS**, the Borough Council adopted ordinance 2016-16 which amended the number of members on the Historic Preservation Commission; and

**WHEREAS**, it is necessary to amend the number of members which constitutes a quorum at the Historic Preservation Commission meetings.

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

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

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

(M) Meetings, Quorum:

1. The Historic Preservation Commission shall establish and post in the Municipal Building a regular schedule of meetings, which shall include a minimum of one meeting per month. Regular meetings shall be held as scheduled unless canceled for lack of quorum, lack of applications to process or for other good reason(s), which shall be noted in the minutes.
2. The Historic Preservation Commission shall hold public meetings to review all applications for HPC Opinions, referrals of development applications and other business which comes before the Commission.
3. The presence of three (3) members, which may include alternate members filling the vacancies of regular members, shall constitute a quorum. Liaison and Advisor person(s) are not entitled to vote and shall not be counted towards achieving a quorum. A majority vote of those present and voting shall prevail, and shall be sufficient to render an HPC Opinion or other business matter. Not less than a majority of the appointed membership shall be required to designate or change an Historic Landmark or Historic District designation or to render an HPC Opinion for demolition or use changes of an historic landmark or a resource within an Historic District.

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

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

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

**2016-23 Final Reading and Public Hearing – An Ordinance Amending and Supplementing Chapter 4, Entitled “Licensing”, Subsection 4.1-4, Entitled “Fee Schedule” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey” in Order to Establish a Fee for Massage Parlor Licenses**

Mayor Quattrone opened the Public Hearing on Ordinance 2016-23 and the following individuals spoke.

**Scott Caster, 12 Clover Lane** – Asked for the definition of Massage Parlor. Mr. Raffetto, Borough Attorney, read the definition from the original ordinance. Mr. Caster then questioned if we are trying to make it harder for franchises to open up in Hightstown. Ended by stating that he does not know what is good about this.

**Eugene Sarafin, 628 South Main Street** – Stated that a prostitution clause should be added to the ordinance. He thinks it is a good idea to change the fee.

Mr. Raffetto, Borough Attorney, suggested amending the definition to reflect the definition in the original ordinance.

Councilmember Bluth moved to amend Ordinance 2016-23; Council President Hansen seconded.

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

Ordinance amended 6-0

Councilmember Stults moved Ordinance 2016-23 for adoption as amended; Council President Hansen seconded.

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

Ordinance adopted as amended 6-0.

Ordinance 2016-23

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

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 4, ENTITLED “LICENSING”, SUBSECTION 4.1-4 ENTITLED “FEE SCHEDULE” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN NEW JERSEY,” IN ORDER TO ESTABLISH A FEE FOR MASSAGE, BODYWORK AND SOMATIC THERAPY ESTABLISHMENT LICENSES**

**WHEREAS**, The Hightstown Borough Council has adopted ordinance 2016-13 establishing the requirements for the licensing of Massage, Bodywork and Somatic Therapy Establishments; and

**WHEREAS**, it is necessary to amend chapter 4, subsection 4.1-4 of the “Revised General Ordinances of the Borough of Hightstown New Jersey” to include the associated licensing fee.

**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 4, entitled “Licensing”, Subsection 4.1-4, entitled “Fee Schedule” is hereby amended to read as follows (underline for additions, strikethroughs for deletions):

**4-1.4 Fee Schedule.**

a. Fees shall be as follows:

<u>License</u>	<u>Fee</u>
Peddlers, hawkers and vendors	\$75.00 per year
Solicitors and canvassers	\$75.00 per month
Charitable solicitations	No fee
Movie theatres	\$50.00 per year
Pool and billiard parlors	\$50.00 per year

Coin-operated vending machines (in coin-operated laundries):

Automatic washers	\$10.00 per machine per year
Dryers	\$10.00 per machine per year
Coin changers	\$10.00 per machine per year
Soap-dispensing machines	\$10.00 per machine per year

Automatic vending machines:

Vending merchandise or service of any description (Non-food)	\$40.00 per machine per year
Amusement, skill and video machines	\$100.00 per machine per year
Weighing scales	\$30.00 per machine per year
Coin-operated phonographs	\$75.00 per machine per year
Coin-operated reproducing machines	\$60.00 per machine per year
Going-out-of-business sales	\$150.00 per sale
Circuses and traveling shows	\$100.00 per day
Auctions	\$100.00 per day
Massage, Bodywork and Somatic Therapy Establishments	\$500.00 per licensing cycle
Boardinghouses, rooming houses and rooming units*	
1 to 3 boarders or roomers	\$5.00 per boarder or roomer per year
4 or more boarders or roomers	\$3.00 per boarder or roomer per year

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

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

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 there from and shall not be affected.

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

**2016-24 First Reading and Introduction – An Ordinance Amending and Supplementing Chapter 3, Entitled “Police Regulations”, Subsection 3-13.3, Entitled “Application” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey” Regarding the Application Submission Deadline and Policing Fees**

Councilmember Kurs moved Ordinance 2016-24 for introduction; Councilmember Montferrat seconded.

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

Ordinance introduced 6-0. Public Hearing scheduled for November 7, 2016.

Ordinance 2016-24

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

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3, ENTITLED “POLICE REGULATIONS,” SUBSECTION 3-13.3 ENTITLED “APPLICATION” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN NEW JERSEY,” REGARDING THE APPLICATION SUBMISSION DEADLINE AND POLICING FEES**

**WHEREAS**, The Hightstown Borough Police Chief has requested that the deadline for the filing of an application for a Parade Permit be changed to permit the proper scheduling of police services when required; and

**WHEREAS**, pursuant to Chapter 2, Subsection 2-19-19 of the “Revised General Ordinances of Hightstown Borough” there are fees associated with providing Police services for a parade and the Police Chief has requested that said additional fees be referenced in Subsection 3-13.3 of the “Revised General Ordinances of Hightstown Borough”; and

**WHEREAS**, the Borough Council recognizes that public safety is of utmost importance and that the request from the Police Chief is warranted.

**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:

Section 1. That Chapter 3, entitled “Police Regulations,” Subsection 3-13.3 entitled “Application” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby amended and supplemented as follows:

**3-13.3 Application.**

A person seeking issuance of a parade permit shall file an application with the Chief of Police on forms provided by him.

- a. Filing Period. The application shall be filed with the Chief of Police not less than thirty (30) days nor more than sixty (60) days before the date on which it is proposed to conduct the parade.

b. Contents. The application shall contain the following information:

1. The name, address and telephone number of the person seeking to conduct the parade.
2. If the parade is to be conducted for, on behalf of or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible head of the organization.
3. The name, address and telephone number of the person who will be the parade chairman and who will be responsible for its conduct.
4. The date when the parade is to be conducted.
5. The route to be traveled, the starting point and the termination point.
6. The approximate number of persons who and animals and vehicles which will constitute the parade, the type of animals and description of the vehicles.
7. The hours when the parade will start and terminate.
8. A statement as to whether the parade will occupy all or only a portion of the width of the streets to be traveled.
9. The location by streets of any assembly areas for the parade.
10. The time when units of the parade will begin to assemble at any assembly area.
11. The interval of space to be maintained between units of the parade.
12. If the parade is to be held by or for any person other than the applicant, a written statement from the person proposing to hold the parade authorizing the applicant to apply for the permit on his behalf.

c. Late Applications. When good cause is shown, the Chief of Police shall have the authority to consider any application which is filed less than thirty (30) days before the proposed date of the parade.

d. Fee. A fee of fifty (\$50.00) dollars shall be paid at the filing of the application. This fee shall be waived for any organization qualified as nonprofit under Section 501(c)(3) of the Internal Revenue Code. (1991 Code § 153-3; New; Ord. No. 1999-01 § 1)

e. Police Service Fee. **A fee for Police Services shall be charged pursuant to Subsection 2-19.19 "Engagement of Services of Off-Duty Police Officers." of the "Revised General Ordinances of Hightstown Borough". The fee for Police services shall not be waived for any organization qualified as nonprofit under Section 501(c)(3) of the Internal Revenue Code.** 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.

**RESOLUTIONS**

**Resolution 2016-184 Authorizing Payment of Bills**

Councilmember Stults requested that item G0171 be pulled from the Bill List and voted on separately.

Councilmember Bluth moved Resolution 2016-184 as amended; Councilmember Montferrat seconded.

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

Resolution adopted as amended 6-0.

Councilmember Kurs moved item G0171 for payment; Councilmember Montferrat seconded.

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

Payment approved 5-0 with one abstention.

Resolution 2016-184

*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 \$71,452.49 from the following accounts:

Current		\$1,329,237.25
W/S Operating		529,041.54
General Capital		797.50
Water/Sewer Capital		4,975.00
Grant		0.00
Trust		2,892.50
Housing Trust		0.00
Animal Control		245.00
Law Enforcement Trust		0.00
Housing Rehab Loans		0.00
Unemployment Trust		0.00
Escrow		<u>1,186.50</u>
<b>Total</b>		<b><u>\$1,868,375.29</u></b>

**Consent Agenda****Resolutions 2016-185; 2016-186; 2016-187; 2016-188; 2016-189**

Councilmember Kurs moved Resolutions 2016-185; 2016-186; 2016-187; 2016-188; 2016-189 as a Consent Agenda; Councilmember Montferrat seconded.

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

Resolutions adopted 6-0.

Resolution 2016-185

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

**REQUESTING APPROVAL FOR INSERTION OF A SPECIAL ITEM OF REVENUE  
IN THE 2016 BUDGET**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for equal amount;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Hightstown hereby request the Director of the Division of Local Government Services to approve the insertion of a special item of revenue and equal appropriation in the budget of the Borough of Hightstown for the year 2016 as follows:

<b>Source</b>	<b>Amount</b>	<b>Revenue Title</b>	<b>Appropriation Title</b>
State of New Jersey Division of Criminal Justice	\$1,462.38	State Body Armor Replacement Fund Program	State Body Armor Replacement Fund Program

Resolution 2016-186

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

**REQUESTING APPROVAL FOR INSERTION OF A SPECIAL ITEM OF REVENUE  
IN THE 2016 BUDGET**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for equal amount;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Hightstown hereby

request the Director of the Division of Local Government Services to approve the insertion of a special item of revenue and equal appropriation in the budget of the Borough of Hightstown for the year 2016 as follows:

Source	Amount	Revenue Title	Appropriation Title
State of New Jersey Division of Motor Vehicles Drunk Driving Enforcement Fund	\$4,779.03	Drunk Driving Enforcement Grant	Drunk Driving Enforcement Grant

Resolution 2016-187

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

**REQUESTING APPROVAL FOR INSERTION OF A SPECIAL ITEM OF REVENUE  
IN THE 2016 BUDGET**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for equal amount;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Hightstown hereby request the Director of the Division of Local Government Services to approve the insertion of a special item of revenue and equal appropriation in the budget of the Borough of Hightstown for the year 2016 as follows:

Source	Amount	Revenue Title	Appropriation Title
State of New Jersey	\$3,000.00	Division of Parks and Forestry- Green Communities Grant	Division of Parks and Forestry- Green Communities Grant

Resolution 2016-188

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

**MEMORIALIZING THE ADMINISTRATIVE POLICY THAT THE TAX ASSESSOR  
NOTIFY THE GOVERNING BODY OF FILED TAX APPEALS ON OR BEFORE THE  
FIRST DAY OF JUNE OF EACH YEAR**

**WHEREAS**, the Borough of Hightstown currently has in place an administrative policy by which the Tax Assessor notifies the Business Administrator and CFO of the tax appeals that have been filed for properties within the municipality each year; and

**WHEREAS**, the New Jersey Department of Community Affairs, Division of Local Government Services "CY2016/SFY 2017" Best Practices Inventory" asks whether a municipality has an established written policy requiring its tax assessor to notify the chief financial officer and the governing body of all tax appeals upon filing, but no later than June 1<sup>st</sup> of each year; and

**WHEREAS**, the Borough Council believes it to be in the best interests of the Borough to memorialize its administrative policy by way of a resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council of the Borough of Hightstown, County of Mercer and State of New Jersey, hereby memorialize the administrative policy that the Tax Assessor notify the Mayor, Borough Council, Chief Financial Officer and Business Administrator of the tax appeals that have been filed for properties within the municipality on or before June 1<sup>st</sup> of each year.

Resolution 2016-189

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

**AUTHORIZING TRIAD ASSOCIATES TO PREPARE AND PROCESS AN  
APPLICATION FOR FEMA ASSISTANCE TO FIREFIGHTERS GRANT**

**WHEREAS**, Triad Associates, pursuant to an existing agreement for grant writing, has brought forward the FEMA Assistance to Firefighters Grant for which they think it would be advantageous for the Borough to apply; and

**WHEREAS**, after reviewing the proposed grant, the Borough Council finds that it would be beneficial for the Borough to submit the FEMA Assistance to Firefighters Grant Application; and

**WHEREAS**, the fee for the grant Application is not to exceed \$1,500.00; and

**WHEREAS**, the CFO has certified that funds for this purpose are available.

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Hightstown that Triad Associates is authorized to prepare and process FEMA Assistance to Firefighters Grant Application and that the Mayor is authorized to execute the appropriate paperwork necessary to implement such application.

**PUBLIC COMMENT PERIOD II**

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

**Eugene Sarafin, 628 South Main Street** – Stated that Ms. Roberts has a nice plan for sidewalks, it's a shame that East Windsor will not fix Stockton Street. Told Council the reason that there are not a lot of people at the meetings is because they are doing a good job. Went on to state that he does not understand how the Republicans have given their party to Donald Trump.

**Scott Caster, 12 Clover Lane** – Stated that his wish is that Mayor and Council would be more in line with what the businesses downtown need. Improvements need to be made downtown and by dismissing their needs they are slowing down our progress.

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

**DISCUSSION**

**Housing Update**

Dave Bell, Code Enforcement Official, updated Council on overcrowding, rental registration and foreclosures. Regarding foreclosures, it is important to get foreclosed vacant properties registered so we have a point of contact for violations. Mr. Bell informed Council that the company, Community Champions, works with municipalities to help get a point of contact on foreclosed properties. In speaking with the company, they will not work with small individual municipalities. Mr. Bell suggested trying to get Mercer County to contract with the company so all municipalities in the county would have access to this database.

Discussion ensued. It was decided that a resolution would be done to encourage Mercer County to contract with Community Champions to assist municipalities with required vacant and foreclosed property registration and maintenance compliance. A letter and sample resolution would be sent to the other municipalities in the County to request their assistance in encouraging Mercer County to contract with Community Champions.

Council commended Mr. Bell for the work that he is doing and stated that we are starting to see progress in town.

### **Abandoned Property Ordinance**

Mr. Raffetto, Borough Attorney, included a sample draft ordinance for Council to review. He stated that this is a very involved ordinance and it will take time to make it what Hightstown needs. Discussion ensued. It was decided that a sub-committee would be formed to work on the ordinance and report back to Council. The sub-committee will consist of Councilmember Montferrat, Councilmember Bluth, Dave Bell and Administrator, Henry Underhill. Councilmember Bluth will report back to Council.

### **Best Practices**

Mr. Lang, CFO, explained that Best Practices has the municipality take an “inventory” to make sure they are doing the right things at the right time. He stated that we are in good shape but should strive to complete more for next year. We meet the passing requirement to maintain our financial aid. Discussion ensued. Mr. Lang pointed out that one of the requirements that were met this year was the Tax Appeal Resolution adopted this evening. This was something that has always been done but we now have a formal policy for this.

### **SUBCOMMITTEE**

Mr. Underhill informed Council that he is meeting with the architect next week to discuss the firehouse improvements.

Councilmember Misiura stated that RBG is meeting with the State DEP. Councilmember Misiura will be attending the meeting to show the Borough’s support.

Mayor Quattrone summarized the sub-committees that are in place at the present time:

- Architect for preliminary plans – Administrator Underhill, Councilmembers Misiura and Stults
- Mill Redevelopment – Administrator Underhill, Councilmembers Hansen and Misiura
- Abandoned Property Ordinance – Administrator Underhill, Dave Bell, Councilmembers Bluth and Montferrat

### **MAYOR/COUNCIL/ADMINISTRATIVE REPORTS**

#### **Councilmember Bluth**

**Cultural Arts Commission** – The Halloween Party scheduled for October 29<sup>th</sup> has been cancelled due to the small amount of tickets that have been sold.

**Parks & Recreation** – The Triathlon was a great success. There were 329 participants and they raised \$18,500.

#### **Councilmember Montferrat**

**Harvest Fair** - Took place on October 8<sup>th</sup> and was a success despite the weather.

#### **Councilmember Misiura**

**Planning Board** – Met last Thursday. The Cultural Arts Commission presented their art master plan. The Planning Board will review and make this part of the Master Plan. The CAC is proposing there be a fee to developers that would fund public art. This fee would be placed in a Trust Fund for public art.

**Affordable Housing** – The Planning Board is ready to adopt the Fair Share Housing element of the Master Plan.

**Fire Department** – They will be unveiling the monument Saturday at 10 a.m. He informed Chief Jenkins that the Fire Department's budget request should be submitted to Administrator Underhill.

#### **Councilmember Stults**

**Downtown Hightstown** – There is a sub-committee for the Lake Front Property and there has been a lot of movement recently. Downtown Hightstown has been reaching out to foundations to help with infrastructure costs to help make the Lake Front Project bigger and nicer

**Downtown Business Meeting** – Monthly meetings are continuing with Mayor Quattrone, Councilmember Stults and Downtown businesses. He has heard that some of the businesses are beginning their own discussions to make changes.

**Harvest Fair** – Applauded the committee for the work that went into this successful event.

#### **Councilmember Kurs**

**Police Department** – The new vehicles are on the road.

**Harvest Fair** – Another successful event. Special thanks to the DPW for their work with the set up and break down of the event.

#### **Council President Hansen**

**Housing Authority** – The next meeting is scheduled for this Wednesday.

#### **George Lang, CFO**

Mr. Lange informed Council that the Borough's Tax Sale had been completed and all properties were sold. He also informed Council that the tax collection rate is the same as it was a year ago.

**Deputy Clerk, Peggy Riggio**

Informed Council that letters had been sent out to Stockton Street, Summit Street, Academy Street and Rogers Avenue residents informing them of the closures for the Halloween activities taking place on October 31<sup>st</sup>.

**Borough Administrator, Henry Underhill**

Informed Council that the Police Department will be closing Stockton Street from Church Street to Summit Street from 6:00 pm – 9:30 pm on Halloween.

**Mayor Quattrone**

**Pink Ribbons** – There are pink ribbons throughout downtown. This represents breast cancer awareness.

**Hall of Fame, Hightstown High School** – Thanked Councilmember Stults for attending the Hightstown High School Hall of Fame Lunch on his behalf.

Ended by commenting that we are moving in the right direction; steady is good. Thanked everyone for their help in this forward progress.

**ADJOURNMENT**

Council President Hansen motioned to adjourn at 9:24 pm; Councilmember Misiura seconded. All ayes.

Respectfully Submitted,

Margaret M. Riggio  
Deputy Borough Clerk

# Ordinance 2016-24

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

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3, ENTITLED “POLICE REGULATIONS,” SUBSECTION 3-13.3 ENTITLED “APPLICATION” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN NEW JERSEY,” REGARDING THE APPLICATION SUBMISSION DEADLINE AND POLICING FEES**

**WHEREAS**, The Hightstown Borough Police Chief has requested that the deadline for the filing of an application for a Parade Permit be changed to permit the proper scheduling of police services when required; and

**WHEREAS**, pursuant to Chapter 2, Subsection 2-19-19 of the “Revised General Ordinances of Hightstown Borough” there are fees associated with providing Police services for a parade and the Police Chief has requested that said additional fees be referenced in Subsection 3-13.3 of the “Revised General Ordinances of Hightstown Borough”; and

**WHEREAS**, the Borough Council recognizes that public safety is of utmost importance and that the request from the Police Chief is warranted.

**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:

Section 1. That Chapter 3, entitled “Police Regulations,” Subsection 3-13.3 entitled “Application” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby amended and supplemented as follows:

**3-13.3 Application.**

A person seeking issuance of a parade permit shall file an application with the Chief of Police on forms provided by him.

a. Filing Period. The application shall be filed with the Chief of Police not less than thirty (30) days nor more than sixty (60) days before the date on which it is proposed to conduct the parade.

b. Contents. The application shall contain the following information:

1. The name, address and telephone number of the person seeking to conduct the parade.

2. If the parade is to be conducted for, on behalf of or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible head of the organization.

3. The name, address and telephone number of the person who will be the parade chairman and who will be responsible for its conduct.

4. The date when the parade is to be conducted.

5. The route to be traveled, the starting point and the termination point.

6. The approximate number of persons who and animals and vehicles which will constitute the parade, the type of animals and description of the vehicles.

7. The hours when the parade will start and terminate.
8. A statement as to whether the parade will occupy all or only a portion of the width of the streets to be traveled.
9. The location by streets of any assembly areas for the parade.
10. The time when units of the parade will begin to assemble at any assembly area.
11. The interval of space to be maintained between units of the parade.
12. If the parade is to be held by or for any person other than the applicant, a written statement from the person proposing to hold the parade authorizing the applicant to apply for the permit on his behalf.

c. Late Applications. When good cause is shown, the Chief of Police shall have the authority to consider any application which is filed less than thirty (30) days before the proposed date of the parade.

d. Fee. A fee of fifty (\$50.00) dollars shall be paid at the filing of the application. This fee shall be waived for any organization qualified as nonprofit under Section 501(c)(3) of the Internal Revenue Code. (1991 Code § 153-3; New; Ord. No. 1999-01 § 1)

e. Police Service Fee. A fee for Police Services shall be charged pursuant to Subsection 2-19.19 "Engagement of Services of Off-Duty Police Officers." of the "Revised General Ordinances of Hightstown Borough". The fee for Police services shall not be waived for any organization qualified as nonprofit under Section 501(c)(3) of the Internal Revenue Code.

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

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

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

Introduced: October 17, 2016

Adopted:

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Debra L. Sopronyi  
Municipal Clerk

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Lawrence D. Quattrone  
Mayor

# Resolution 2016-191

BOROUGH OF HIGHTSTOWN  
 COUNTY OF MERCER  
 STATE OF NEW JERSEY

## AUTHORIZING PAYMENT OF BILLS

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the bills be paid on audit and approval of the Borough Administrator, the appropriate Department Head and the Treasurer in the amount of \$1,130,194.80 from the following accounts:

Current		\$1,049,250.03
W/S Operating		29,629.40
General Capital		8,807.40
Water/Sewer Capital		18,773.50
Grant		0.00
Trust		17,988.02
Housing Trust		0.00
Animal Control		1.20
Law Enforcement Trust		0.00
Housing Rehab Loans		0.00
Unemployment Trust		0.00
Escrow		<u>5,745.25</u>
Total		<u>\$1,130,194.80</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 November 7, 2016.

---

Debra L. Sopronyi  
 Borough Clerk

**Date: November 7, 2016**

**To: Mayor and Council**

**From: Finance Office**

**Re: Manual Bill List**

**CURRENT ACCOUNT**

	<b><u>DATE ISSUED</u></b>	<b><u>PO #</u></b>	<b><u>CHECK #</u></b>	<b><u>Amount</u></b>
Auto Customs, Inc.	10/27/2016	16-01785	25511	\$500.40
State of NJ-Dept of Treasury	10/15/2016	16-01708	1341	\$48,083.51
East Windsor Regional School	10/15/2016	16-01682	1340	\$828,152.60

**TOTAL**

**\$876,736.51**

**WATER AND SEWER OPERATING ACCOUNT**

State of NJ - Dept of Treasury	10/15/2016	16-01708	1275	\$13,150.82
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**TOTAL**

**\$13,150.82**

**TRUST ACCOUNT**

**TOTAL**

**\$0.00**

**GENERAL CAPITAL**

**TOTAL**

**\$0.00**

**WATER AND SEWER CAPITAL**

**TOTAL**

**\$0.00**

**MANUAL TOTAL**

**\$889,887.33**

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
<b>AEGEA005 AEGEAN, LLC</b>												
	16-01590	09/29/16	REED-ARSON CASE MGMT -12/13/16									
	1		REED-ARSON CASE MGMT -12/13/16	295.00	6-01-25-256-002-042	B Education & Training	R	09/29/16	11/01/16		SEMINAR #14423	N
	Vendor Total:			295.00								
<b>ALERT005 ALERT ALL CORP</b>												
	16-01647	10/07/16	INV 216092280 DATED 10/4/16									
	1		INV 216092280 DATED 10/4/16	2,672.00	6-01-25-256-002-048	B FIRE PREVENTION	R	10/07/16	11/01/16		216092280	N
	Vendor Total:			2,672.00								
<b>ALLAM005 ALL AMERICAN TEES</b>												
	16-01739	10/20/16	INVOICES FOR TRIATHLON TEES									
	1		INVOICES-TRIATHLON TEES	3,056.00	T-12-56-286-000-876	B PARKS & RECREATION/ TRIATHLON	R	10/20/16	11/01/16		T-SHIRTS TRIATH	N
	Vendor Total:			3,056.00								
<b>A0098 ALTERNATIVE MICROGRAPHICS, INC.</b>												
	16-01501	09/14/16	RECORDS RESTORATION									
	1		INV 28671 8/31/2016	1,170.23	C-04-55-872-001-445	B Cleaning, Freeze Drying, etc	R	09/14/16	11/01/16		28671	N
	2		INV 28634 - 7/28/2016	<u>1,095.71</u>	C-04-55-872-001-445	B Cleaning, Freeze Drying, etc	R	09/14/16	11/01/16		28634	N
				2,265.94								
	16-01758	10/21/16	RECORDS RESTORATION									
	1		INV 28780	243.78	C-04-55-872-001-445	B Cleaning, Freeze Drying, etc	R	10/21/16	11/01/16		28780	N
	2		INV 28780	<u>437.93</u>	C-04-55-872-001-445	B Cleaning, Freeze Drying, etc	R	10/21/16	11/01/16		28780	N
				681.71								
	Vendor Total:			2,947.65								
<b>A0107 ANSELL GRIMM &amp; ARRON, PC</b>												
	16-01812	10/31/16	SEPTEMBER LEGAL INVOICES									
	1		GENERAL FILE 2016 289088	1,525.50	6-01-20-155-001-027	B General Matters	R	10/31/16	11/01/16		289088	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
<b>A0107 ANSELL GRIMM &amp; ARRON, PC Continued</b>											
16-01812	10/31/16	SEPTEMBER LEGAL INVOICES	Continued								
2		ORDINANCES 2016 289089	681.00	6-01-20-155-001-027	B General Matters	R	10/31/16	11/01/16		289089	N
3		LABOR MATTERS 2016 289090	162.00	6-01-20-155-001-031	B Labor,Personnel & Union Council	R	10/31/16	11/01/16		289090	N
4		MEETINGS 2016 289091	1,080.00	6-01-20-155-001-029	B Attendance at Council Meetings	R	10/31/16	11/01/16		289091	N
5		MISC 289092	13.50	6-01-20-155-001-027	B General Matters	R	10/31/16	11/01/16		289092	N
6		LITIGATION 289093	243.00	6-01-20-155-001-033	B Litigation	R	10/31/16	11/01/16		289093	N
7		LITIGATION 289094	283.50	6-01-20-155-001-033	B Litigation	R	10/31/16	11/01/16		289094	N
8		SHARED SERVICE AGREEMENT289095	54.00	6-01-20-155-001-027	B General Matters	R	10/31/16	11/01/16		289095	N
9		LITIGATION 289096	81.00	6-01-20-155-001-033	B Litigation	R	10/31/16	11/01/16		289096	N
10		REDEVELOPMENT/BANK ST 289097	87.50	6-01-20-155-001-027	B General Matters	R	10/31/16	11/01/16		289097	N
11		AFFORDABLE HOUSING 289098	472.50	6-01-20-155-001-027	B General Matters	R	10/31/16	11/01/16		289098	N
			<u>4,683.50</u>								
		Vendor Total:	4,683.50								
<b>A0054 AQUA PRO-TECH LABORATORIES</b>											
16-01750	10/21/16	INV #6090034M									
1		INV #6090034M	278.00	6-09-55-501-002-532	B Outside Lab Testing	R	10/21/16	11/01/16		6090034M	N
		Vendor Total:	278.00								
<b>ATTWI005 AT&amp;T WIRELESS</b>											
16-01800	10/27/16	287258726345 9/13-10/12 HPD									
1		287258726345 9/13-10/12 HPD	347.51	6-01-31-440-001-090	B Telephone-Verizon-Police Phones	R	10/27/16	11/01/16		287258726345	N
2		287258726345 9/13-10/12 AWWTP	98.58	6-09-55-501-003-548	B Telephone-	R	10/27/16	11/01/16		287258726345	N
3		287258726345 9/13-10/12 WTP	99.11	6-09-55-501-003-548	B Telephone-	R	10/27/16	11/01/16		287258726345	N
4		287258726345 9/13-10/12 DPW	203.06	6-01-31-440-001-079	B Telephone-VERIZON WIRELESS	R	10/27/16	11/01/16		287258726345	N
			<u>748.26</u>								
		Vendor Total:	748.26								
<b>B0921 BRITTON INDUSTRIES, INC</b>											
16-01690	10/13/16	SEPT. 2016 YARD WASTE DISP									
1		INV. 0071310 - YD WSTE DISP	43.25	6-01-26-311-001-168	B Yardwaste	R	10/13/16	11/01/16		0071310	N
2		INV. 0071339 - YD WSTE DISP	45.75	6-01-26-311-001-168	B Yardwaste	R	10/13/16	11/01/16		0071339	N
3		INV. 0073048 - YD WSTE DISP	50.25	6-01-26-311-001-168	B Yardwaste	R	10/13/16	11/01/16		0073048	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>B0921 BRITTON INDUSTRIES, INC Continued</b>											
	16-01690	10/13/16	SEPT. 2016 YARD WASTE DISP	Continued							
	4 INV.	0074578	- YD WSTE DISP	51.25	6-01-26-311-001-168	B Yardwaste	R	10/13/16	11/01/16	0074578	N
				190.50							
			Vendor Total:	190.50							
<b>C0396 CAVANAUGH'S, INC.</b>											
	16-01670	10/12/16	MONTHLY PEST SERVICE								
	1 INV.	630448	- MONTHLY PEST	20.00	6-01-26-310-001-029	B Maintenance Contracts	R	10/12/16	11/01/16	630448	N
	2 INV.	630403	- MONTHLY PEST	20.00	6-01-26-310-001-029	B Maintenance Contracts	R	10/12/16	11/01/16	630403	N
				40.00							
			Vendor Total:	40.00							
<b>C0735 CHART POOL USA INC.</b>											
	16-01409	08/25/16	CHART PENS								
	1 CPP #900-301		RED PENS 6PK	58.54	6-09-55-501-002-503	B Sewer Plant Maintenance	R	08/25/16	11/01/16		N
	2 CP 200-502		BLUE 5PK	43.66	6-09-55-501-002-503	B Sewer Plant Maintenance	R	08/25/16	11/01/16		N
	3 FREIGHT			11.58	6-09-55-501-002-503	B Sewer Plant Maintenance	R	10/21/16	11/01/16		N
				113.78							
			Vendor Total:	113.78							
<b>CHRIS010 CHRISTINE JOHNSON</b>											
	15-01886	10/27/15	THEATRE IN PARK-SESSION 2								
	1		THEATRE IN PARK-SESSION 2	100.00	T-12-56-286-000-885	B PARKS & RECS/SHAKESPEARE IN THE PARK	R	10/27/15	11/01/16		N
			Vendor Total:	100.00							
<b>C0058 CINTAS CORPORATION #061</b>											
	16-00230	02/05/16	2016 Uniform Contract		B						
	37	061290527	DATED 9/02/16	72.87	6-09-55-501-002-507	B Uniforms & Safety Equipment	R	08/09/16	11/01/16	061290527	N
	38	061294509	DATED 9/09/16	72.87	6-09-55-501-002-507	B Uniforms & Safety Equipment	R	08/09/16	11/01/16	061294509	N
	39	061298357	DATED 9/16/16	72.87	6-09-55-501-002-507	B Uniforms & Safety Equipment	R	08/09/16	11/01/16	061298357	N
	40	061302212	DATED 9/23/16	80.37	6-09-55-501-002-507	B Uniforms & Safety Equipment	R	08/09/16	11/01/16	061302212	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
<b>C0058 CINTAS CORPORATION #061 Continued</b>												
	16-00230	02/05/16	2016 Uniform Contract	Continued								
	41	061305961	DATED 9/30/16	77.87	6-09-55-501-002-507	B	Uniforms & Safety Equipment	R	08/09/16	11/01/16	061305961	N
				376.85								
			Vendor Total:	376.85								
<b>C0078 CITY AUTO BODY</b>												
	16-01808	10/31/16	2013 TAURUS REPAIR FROM MVA									
	1	2013	TAURUS REPAIR FROM MVA	391.40	T-12-56-286-000-883	B	Insurance Reimbursements Pending	R	10/31/16	11/01/16	RO #9315	N
			Vendor Total:	391.40								
<b>C0023 COMCAST</b>												
	16-01793	10/26/16	8499052440157826 DATED 10/17/1									
	1	8499052440157826	DATED 10/17/1	125.90	6-09-55-501-002-545	B	Internet Services	R	10/26/16	11/01/16	849905244015782	N
	16-01815	11/01/16	8499052430036659 - 10/24/16									
	1	8499052430036659	- 10/24/16	109.85	6-01-20-140-001-060	B	Internet Services and Web Services	R	11/01/16	11/01/16	849905243003665	N
			Vendor Total:	235.75								
<b>COMCA005 COMCAST BUSINESS</b>												
	16-01796	10/26/16	930909813 DATED 10-15-16									
	1	930909813	DATED 10-15-16	195.30	6-01-25-240-001-094	B	COMPUTER/SERVICE & SUPPORT	R	10/26/16	11/01/16	47301711	N
			Vendor Total:	195.30								
<b>C0222 CONTINENTAL FIRE &amp; SAFETY, INC.</b>												
	16-01603	09/30/16	INV F4334 DATED 9/28/16									
	1	INV F4334	DATED 9/28/16	70.35	6-01-25-252-002-056	B	Fire & Other Safety Equipment	R	09/30/16	11/01/16	F4334	N
			Vendor Total:	70.35								
<b>C0087 CUSTOM BANDAG, INC</b>												
	16-01560	09/26/16	TIRES FOR STOCK (HPD)									
	1	TIRES FOR STOCK (HPD)		1,265.00	6-01-26-315-001-131	B	Vehicle Maint. - Police	R	09/26/16	11/01/16		N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>C0087 CUSTOM BANDAG, INC Continued</b>												
16-01671	10/12/16		TIRE REPAIR									
	1 INV.	80112897	- TIRE REPAIR	292.56	6-01-26-315-001-132	B Vehicle Maint. - Public Works	R	10/12/16	11/01/16		80112897	N
16-01723	10/17/16		HPD ELECTRIC 9/2-10/3/16									
	1 HPD ELECTRIC	9/2-10/3/16		1,103.85	6-01-31-430-001-071	B Electric-Borough Hall	R	10/17/16	11/01/16		9/2-10/3/16 HPD	N
	Vendor Total:			2,661.41								
<b>D0050 DEPT OF CHILDREN &amp; FAMILIES</b>												
16-01760	10/21/16		MARRIAGE LICENSE 3QTR 2016									
	1 MARRIAGE LICENSE	3QTR 2016		275.00	6-01-55-003-000-001	B Due To NJ - Marriage Licenses	R	10/21/16	11/01/16		1104 - 3RD QTR	N
	Vendor Total:			275.00								
<b>D0057 DETAIL MEDIC LLC</b>												
16-01637	10/05/16		DETAIL HPD VEHICLES									
	1 DETAIL HPD VEHICLES			300.00	6-01-26-315-001-131	B Vehicle Maint. - Police	R	10/05/16	11/01/16			N
	2 DETAIL HPD VEHICLES			200.00	6-01-26-315-001-131	B Vehicle Maint. - Police	R	10/05/16	11/01/16			N
				<u>500.00</u>								
	Vendor Total:			500.00								
<b>D0995 DIXIE USA EMS SUPPLY CO.</b>												
16-01373	08/23/16		NITRILE GLOVES									
	1 NITRILE GLOVES			37.74	6-01-25-240-001-112	B Prisoner Expense	R	08/23/16	11/01/16			N
	2 NITRILE GLOVES			6.29	6-01-25-240-001-112	B Prisoner Expense	R	08/23/16	11/01/16			N
	3 SHIPPING & HANDLING			6.63	6-01-25-240-001-112	B Prisoner Expense	R	08/23/16	11/01/16			N
				<u>50.66</u>								
16-01561	09/26/16		FIRST AID SUPPLIES									
	1 FIRST AID SUPPLIES			29.50	6-01-25-240-001-116	B Traffic Bureau	R	09/26/16	11/01/16			N
	2 FIRST AID SUPPLIES			234.00	6-01-25-240-001-116	B Traffic Bureau	R	09/26/16	11/01/16			N
				<u>263.50</u>								
	Vendor Total:			314.16								

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
<b>DRPUT005 DR PUTHENMADAM RADHAKRISHNAN</b>											
	16-01732	10/20/16	10/17/16 HEALTH CLINIC								
	1	10/17/16	HEALTH CLINIC	330.00	6-01-27-330-001-031	B Contract-Professional Serv.(B)	R	10/20/16	11/01/16	10/17/16	N
	Vendor Total:			330.00							
<b>D0086 DRAEGER SAFETY DIAGNOSTICS, INC</b>											
	16-01755	10/21/16	ALCOTEST CALIBRATION								
	1		ALCOTEST CALIBRATION	169.00	6-01-25-240-001-116	B Traffic Bureau	R	10/21/16	11/01/16		N
	Vendor Total:			169.00							
<b>E0001 EAST COAST EMERGENCY LIGHTING</b>											
	16-01562	09/26/16	WHELEN600 LINEAR SUPER LED RED								
	1		WHELEN600 LINEAR SUPER LED RED	209.52	6-01-25-252-002-056	B Fire & Other Safety Equipment	R	09/26/16	11/01/16	11292	N
	Vendor Total:			209.52							
<b>E0576 EAST WINDSOR REGIONAL SCHOOL</b>											
	16-01767	10/24/16	SEPTEMBER 2016 FUEL USE								
	1	SEPT. 2016	UEL USE- FIRE	321.49	6-01-31-460-001-166	B Motor Fuel - Fire Dept.	R	10/24/16	11/01/16		N
	2	SEPT. 2016	FUEL USE- POLICE	1,492.19	6-01-31-460-001-145	B Motor Fuel - Police	R	10/24/16	11/01/16		N
	3	SEPT. 2016	FUEL USE- GARBAGE	688.04	6-01-31-460-001-147	B Motor Fuel - Public Works	R	10/24/16	11/01/16		N
	4	SEPT. 2016	FUEL USE- STREETS	705.75	6-01-31-460-001-147	B Motor Fuel - Public Works	R	10/24/16	11/01/16		N
	5	SEPT 2016	FUEL USE- PARKS	43.45	6-01-31-460-001-147	B Motor Fuel - Public Works	R	10/24/16	11/01/16		N
	6	SEPT. 2016	FUEL USE- WATER	73.00	6-09-55-501-001-512	B Motor Fuel	R	10/24/16	11/01/16		N
	7	SEPT. 2016	FUEL USE- AWWTP	132.25	6-09-55-501-002-512	B Motor Fuel	R	10/24/16	11/01/16		N
	8	SEPT. 2016	FUEL USE- CONSTRUCT	24.76	6-01-31-460-001-151	B MOTOR FUEL-CONSTRUCTION DEPARTMENT	R	10/24/16	11/01/16		N
	9	FUEL FACILITY ADMIN		120.00	6-01-31-460-001-144	B Upgrades to Fueling Facility	R	10/24/16	11/01/16		N
	Vendor Total:			3,600.93							
<b>E0414 ENTENMANN-ROVIN CO.</b>											
	16-01663	10/11/16	HPD BADGE								
	1		HPD BADGE	98.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	10/11/16	11/01/16		N
	2		HPD BADGE	82.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	10/11/16	11/01/16		N
	3		HPD BADGE	5.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	10/11/16	11/01/16		N



Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>FIRST010 FIRST BATALION FIRE FIGHTING</b>												
	16-01277	08/04/16	QUAKER SAFETY TURNOUT GEAR									
	1		QUAKER SAFETY TURNOUT GEAR	5,859.75	C-04-55-870-002-444	B FIRE DEPT EQUIP-Turnout, Helms, gloves R		08/04/16	11/01/16			N
	Vendor Total:			5,859.75								
<b>F0909 FLOWTECH, LLC</b>												
	15-01973	11/09/15	3 FLOW METERS									
	1		ANNUAL CALIBRATION	275.00	5-09-55-501-002-503	B Sewer Plant Maintenance	R	11/09/15	11/01/16			N
	Vendor Total:			275.00								
<b>F1183 FRANK GENDRON</b>												
	16-01639	10/05/16	REIMBURSEMENT - HARVEST FAIR									
	1		REIMBURSEMENT - HARVEST FAIR	20.08	6-01-25-240-001-119	B Community Policing	R	10/05/16	11/01/16			N
	16-01664	10/11/16	REIMBURSEMENT - GENDRON									
	1		REIMBURSEMENT - GENDRON	3.77	6-01-26-315-001-131	B Vehicle Maint. - Police	R	10/11/16	11/01/16			N
	16-01701	10/13/16	GENDRON - REIMBURSEMENT									
	1		GENDRON - REIMBURSEMENT	26.98	6-01-25-240-001-117	B Ammunition & Target Practice	R	10/13/16	11/01/16			N
	Vendor Total:			50.83								
<b>G0181 FRANKLIN-GRIFFITH, LLC</b>												
	16-01692	10/13/16	HALIDE LAMPS AND LIGHT BULBS									
	1		INV. S1846103 - METAL HALIDE	43.29	6-01-31-435-001-075	B Street Lighting	R	10/13/16	11/01/16		S1846103	N
	2		INV. S1849260 SYL LIGHT BULBS	140.45	6-01-26-310-001-024	B Building Maintenance	R	10/13/16	11/01/16		S1849260	N
				183.74								
	Vendor Total:			183.74								
<b>M0714 GENSERVE, INC.</b>												
	16-01606	10/03/16	INV #0114679									
	1		B SERVICE PENNSAUKEN	190.00	6-09-55-501-002-511	B Generator/Engine Maintenance Agreement (B)	R	10/03/16	11/01/16		0114679	N
	16-01673	10/12/16	B SERVICE AND SERVICE CALL									
	1		INV. 0114678 - B SERVICE	190.00	6-09-55-501-001-511	B Generator/Engine Maintenance (B)	R	10/12/16	11/01/16		0114678	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>M0714 GENSERVE, INC. Continued</b>											
	16-01673	10/12/16	B SERVICE AND SERVICE CALL	Continued							
	2 INV.	0115469	- SERVICE CALL	330.00	6-09-55-501-001-511	R	10/12/16	11/01/16		0115469	N
				520.00							
			Vendor Total:	710.00							
<b>G0171 GEORGE E. CONLEY ELECTRIC</b>											
	16-01714	10/14/16	ALARM MONITORING - LESHIN LANE								
	1 INV.	422-0526-16	- ALARM	384.00	6-09-55-501-001-518	R	10/14/16	11/01/16		422-0526-16	N
			Vendor Total:	384.00							
<b>G0115 GILMARTIN, ROBERT D.</b>											
	16-01712	10/14/16	BOARD OF HEALTH MEETING 10/12								
	1	BOARD OF HEALTH MEETING 10/12		93.00	6-01-27-330-001-039	R	10/14/16	11/01/16		10/12/16 MTG	N
			Vendor Total:	93.00							
<b>G0030 GLOCK, INC.</b>											
	16-01614	10/03/16	TRAINING - DOELL								
	1	TRAINING - DOELL		250.00	6-01-25-240-001-042	R	10/03/16	11/01/16			N
			Vendor Total:	250.00							
<b>G0038 GOLD TYPE BUSINESS MACHINE</b>											
	16-01658	10/11/16	QUARTERLY E-TICKET BILLING								
	1	QUARTERLY E-TICKET BILLING		2,085.46	6-01-25-240-001-130	R	10/11/16	11/01/16			N
			Vendor Total:	2,085.46							
<b>G0001 GPANJ</b>											
	16-01749	10/21/16	DECEMBER MEETING								
	1	REGISTRATION FOR DEBRA L.		48.00	6-01-20-120-001-041	R	10/21/16	11/01/16			N
			Vendor Total:	48.00							

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>G0185 GRAINGER, INC.</b>											
	16-01626	10/03/16	MISC SUPPLY								
	1		#2GE36 THERMAL PRINTING PAPER	40.02	6-09-55-501-002-503	R	10/03/16	11/01/16			N
	2		#22FL10 4" TEE 22F	21.08	6-09-55-501-002-503	R	10/03/16	11/01/16			N
	3		ITEM #22FK04 90DEGREE	14.52	6-09-55-501-002-503	R	10/03/16	11/01/16			N
	4		ITEM #31JP55 PK10 WEDGE ANCHOR	38.96	6-09-55-501-002-503	R	10/03/16	11/01/16		845998194	N
	5		ITEM #2AX55	73.88	6-09-55-501-002-503	R	10/03/16	11/01/16		845998194	N
				<u>188.46</u>							
			Vendor Total:	188.46							
<b>G0191 GRAMCO BUSINESS COMMUNICATIONS</b>											
	16-01623	10/03/16	MAINT CONTRACT-DIGITAL RECORD								
	1		DIGITAL RECORDER	495.00	6-01-20-120-001-026	R	10/03/16	11/01/16		OFFER 2458	N
			Vendor Total:	495.00							
<b>GREEN005 GREEN GROUP, LLC, THE</b>											
	16-01559	09/26/16	GLOW NECKLACES - HALLOWEEN								
	1		GLOW NECKLACES - HALLOWEEN	359.70	6-01-25-240-001-113	R	09/26/16	11/01/16			N
			Vendor Total:	359.70							
<b>G0050 GROVE SUPPLY INC</b>											
	16-01742	10/20/16	HARVEST FAIR INV S4446466.001								
	1		HARVEST FAIR INV S4446466.001	26.35	6-01-30-420-001-195	R	10/20/16	11/01/16		S4446466.001	N
			Vendor Total:	26.35							
<b>HAMIL005 HALDEMAN FORD/SUBARU</b>											
	16-01662	10/11/16	CAR 12 MAINTENANCE								
	1		CAR 12 MAINTENANCE	208.72	6-01-43-515-001-170	R	10/11/16	11/01/16			N
			Vendor Total:	208.72							
<b>H0276 HARTER EQUIPMENT, INC.</b>											
	16-01697	10/13/16	RAM SHOE KIT FOR BACKHOE								
	1		INV. P42821 - RAM SHOE KIT	359.95	6-01-26-290-001-034	R	10/13/16	11/01/16		P42821	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
<b>H0276 HARTER EQUIPMENT, INC. Continued</b>												
	16-01716	10/14/16	PM SERVICE AGREEMENT - KA 65									
	1		PM SERVICE AGREEMENT 003320	1,500.00	6-09-55-501-001-502	B Vehicle Maintenance	R	10/14/16	11/01/16		003320	N
	2		PM SERVICE AGREEMENT 003320	2,650.45	6-01-26-290-001-034	B Motor Vehicle Parts & Access.	R	10/14/16	11/01/16		003320	N
				4,150.45								
			Vendor Total:	4,510.40								
<b>H0122 HECTOR J. ORTIZ</b>												
	16-01772	10/24/16	REIMBURSEMENT FOR UNIFORMS									
	1		REIMBURSEMENT FOR UNIFORMS	34.92	6-01-26-290-001-032	B Uniforms	R	10/24/16	11/02/16			N
			Vendor Total:	34.92								
<b>H0048 HIGHTS REALTY LLC</b>												
	16-01780	10/26/16	OCTOBER RENT FOR POLICE									
	1		OCTOBER RENT FOR POLICE	3,914.68	6-01-26-310-001-025	B Building Rental	R	10/26/16	11/01/16		OCTOBER HPD	N
	16-01799	10/27/16	NOVEMBER RENT FOR POLICE DEPT.									
	1		NOVEMBER RENT FOR POLICE DEPT.	3,914.68	6-01-26-310-001-025	B Building Rental	R	10/27/16	11/01/16		NOVEMBER HPD	N
			Vendor Total:	7,829.36								
<b>H0125 HIGHTSTOWN DEVELOPMENT ASSOC L</b>												
	16-01801	10/27/16	RECYCLING/TRASH									
	1		RECYCLING/TRASH-NOV-DEC 2015	4,984.00	5-01-26-325-001-199	B Miscellaneous	R	10/27/16	11/01/16		RECYCLING/TRASH	N
	2		RECYCLING/TRASH-JAN - OCT 2016	24,920.00	6-01-26-325-001-199	B Miscellaneous	R	10/27/16	11/01/16		RECYCLING/TRASH	N
				29,904.00								
			Vendor Total:	29,904.00								
<b>H1100 HOME DEPOT CREDIT SERVICES</b>												
	16-01656	10/07/16	HARVEST FAIR PLYWOOD #1031897									
	1		HARVEST FAIR PLYWOOD #1031897	115.62	T-12-56-286-000-836	B BOROUGH HARVEST FAIR - DONATIONS	R	10/07/16	11/01/16		1031897	N
	16-01677	10/12/16	INV8021789 HARVEST FAIR CABLES									
	1		INV8021789 HARVEST FAIR CABLES	68.51	6-01-30-420-001-195	B Borough Events	R	10/12/16	11/01/16		8021789	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>H1100 HOME DEPOT CREDIT SERVICES Continued</b>											
	16-01688	10/13/16	SEPT/OCT 2016 INVOICES								
	1 INV.	6031205	- VALVE	9.94	6-01-26-310-001-024	R	10/13/16	11/02/16		6031205	N
	2 INV.	9032152	- CONCRETE/PAINT	33.99	6-01-26-290-001-127	R	10/13/16	11/02/16		9032152	N
	3 INV.	2021250	- SHOVEL	17.97	6-01-26-290-001-127	R	10/13/16	11/02/16		2021250	N
	4 INV.	9043336	- LEAF RAKES	35.88	6-01-26-311-001-034	R	10/13/16	11/02/16		9043336	N
	5 INV.	4022009	- GRASS SEED/	119.77	6-09-55-501-002-503	R	10/13/16	11/02/16		4022009	N
				217.55							
	Vendor Total:			401.68							
<b>H0161 HUNTER TECH.SOLUTIONS INC</b>											
	16-01740	10/20/16	INV 63774 DATED 9/30/16								
	1 INV	63774	DATED 9/30/16	342.28	6-01-25-250-001-029	R	10/20/16	11/01/16		63774	N
	Vendor Total:			342.28							
<b>JHBAR005 J.H. BARR &amp; ASSOCIATES</b>											
	16-01736	10/20/16	MVA 6/7/14 OEMS								
	1 MVA	6/7/14	OEMS	2,340.00	6-01-20-155-001-033	R	10/20/16	11/01/16		MVA 6/7/14	N
	Vendor Total:			2,340.00							
<b>J0378 J.W. KENNEDY &amp; SON INC WELDING</b>											
	16-01537	09/26/16	ARGON CYLINDER RENTAL								
	1 INV.	1660197	- ARGON CYLINDER	12.00	6-01-26-290-001-050	R	09/26/16	11/01/16		1660197	N
	Vendor Total:			12.00							
<b>JAMIE005 JAMIE C. SIERZPUTOWSKA</b>											
	16-01802	10/28/16	MILEAGE 7/1-9/29/16								
	1 MILEAGE	7/1-9/29/16		615.60	6-01-27-330-001-045	R	10/28/16	11/01/16		7/1-9/30	N
	Vendor Total:			615.60							

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
<b>J0010 JAMMER DOORS</b>												
	16-01770	10/24/16	REPAIR TO FH OVERHEAD DOORS									
	1 INV.	2409-17688	- REPAIRS TO	310.00	6-01-26-310-001-024	B Building Maintenance	R	10/24/16	11/02/16			N
	Vendor Total:			310.00								
<b>J0257 JCP&amp;L</b>												
	16-01731	10/20/16	SEPT ELECTRIC EMS									
	1 SEPT ELECTRIC EMS			405.96	6-01-25-260-001-074	B Electric	R	10/20/16	11/01/16		100012445936	N
	16-01816	11/01/16	MASTER 200000055364 SEPT, 16									
	1	100008438010	125 S MAIN ST	12.11	6-01-31-430-001-071	B Electric-Borough Hall	R	11/01/16	11/01/16		100008438010	N
	2	100008438283	MAIN/STOCKTON TL	29.44	6-01-31-430-001-071	B Electric-Borough Hall	R	11/01/16	11/01/16		100008438283	N
	3	100008482018	RT 33/MAXWELL AVE	25.49	6-01-31-430-001-071	B Electric-Borough Hall	R	11/01/16	11/01/16		100008482018	N
	4	100010898904	FRANKLIN/N MAIN	29.77	6-01-31-430-001-071	B Electric-Borough Hall	R	11/01/16	11/01/16		100010898904	N
	5	100012487714	148 N MAIN	508.34	6-01-31-430-001-071	B Electric-Borough Hall	R	11/01/16	11/01/16		100012487714	N
	6	100012487862	HFD 140 N MAIN	1,221.88	6-01-31-430-001-071	B Electric-Borough Hall	R	11/01/16	11/01/16		100012487862	N
	7	100012529457	AWWTP EQUIP OUTLE	83.31	6-09-55-501-002-504	B Electricity	R	11/01/16	11/01/16		100012529457	N
				1,910.34								
	Vendor Total:			2,316.30								
<b>J0258 JCP&amp;L (STREET LIGHTING)</b>												
	16-01794	10/26/16	100011415724 & 100011415765									
	1	100011415724	DATED 10-20-16	385.17	6-01-31-435-001-075	B Street Lighting	R	10/26/16	11/01/16		100011415724	N
	2	100011415765	DATED 10-20-16	1,610.62	6-01-31-435-001-075	B Street Lighting	R	10/26/16	11/01/16		100011415765	N
				1,995.79								
	Vendor Total:			1,995.79								
<b>J0069 JERSEY ELEVATOR SERVICE</b>												
	16-01683	10/13/16	MONTHLY ELEVATOR SERVICE									
	1 INV.	176823	- MONTHLY ELEVATOR	167.33	6-01-26-310-001-029	B Maintenance Contracts	R	10/13/16	11/01/16		176823	N
	Vendor Total:			167.33								



Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>L0095 LIFESAVERS, INC.</b>											
	16-01555	09/26/16	AED SUPPLIES								
	1		AED SUPPLIES	208.32	6-01-25-240-001-116	R	09/26/16	11/01/16		111851	N
	2		AED SUPPLIES	268.00	6-01-25-240-001-116	R	09/26/16	11/01/16		111851	N
				476.32							
	Vendor Total:			476.32							
<b>L0037 LINCOLN FINANCIAL GROUP</b>											
	16-01745	10/21/16	LIFE INSURANCE NOVEMBER								
	1		LIFE INSURANCE NOVEMBER	284.90	6-01-23-210-003-115	R	10/21/16	11/01/16		HIGHTSTOWN NOV	N
	2		LIFE INSURANCE NOVEMBER	15.40	6-09-55-501-001-514	R	10/21/16	11/01/16		HIGHTSTOWN NOV	N
	3		LIFE INSURANCE NOVEMBER	53.90	6-09-55-501-002-514	R	10/21/16	11/01/16		HIGHTSTOWN NOV	N
				354.20							
	Vendor Total:			354.20							
<b>LISAL005 LISA LANGLOIS</b>											
	16-01803	10/28/16	COURT SESSION 10/26/16 4 HOURS								
	1		COURT SESSION 10/26/16 4 HOURS	80.00	6-01-20-176-000-114	R	10/28/16	11/01/16		10/26/16	N
	Vendor Total:			80.00							
<b>LSCME005 LSC MECHANICAL</b>											
	16-01593	09/29/16	INVOICES 16-433 & 16-499								
	1		INV 16-433 DATED 7/22/16	953.11	6-01-26-315-001-133	R	09/29/16	11/01/16		16-433	N
	2		INV 16-499 DATED 9/6/16	925.50	6-01-26-315-001-133	R	09/29/16	11/01/16		16-499	N
				1,878.61							
	Vendor Total:			1,878.61							
<b>N0125 MAILFINANCE</b>											
	16-01587	09/29/16	INV N6152114 DATED SEPT.27, 16								
	1		INV N6152114 DATED SEPT.27, 16	171.07	6-01-30-421-001-029	R	09/29/16	11/01/16		N6152114	N
	Vendor Total:			171.07							

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
<b>M0064 MAIN ELECTRIC SUPPLY CO., INC.</b>											
	16-01609	10/03/16	SHIPMENT NUMBER #1139899-0001								
	1	GRVS UFK8	14-8UF SPLICE KIT	11.56	6-09-55-501-002-503	B Sewer Plant Maintenance	R	10/03/16	11/01/16		N
	Vendor Total:			11.56							
<b>MARYK005 MARY KENNEDY</b>											
	16-01711	10/14/16	COURT 10/12/16 5 - 9 PM								
	1	COURT 10/12/16	5 - 9 PM	80.00	6-01-20-176-000-114	B Court Assistance	R	10/14/16	11/01/16	10/12/16	N
	Vendor Total:			80.00							
<b>M1076 MCMANIMON, SCOTLAND &amp; BAUMANN</b>											
	16-01589	09/29/16	INV 141041 DATED 6/16/16								
	1	INV 141041 DATED	6/16/16	600.00	C-08-55-950-001-544	B 2016-14 UV, WELL#2, DET TANK SEC 20 COST	R	09/29/16	11/01/16	141041	N
	Vendor Total:			600.00							
<b>M0180 MCMASTER-CARR</b>											
	16-01689	10/13/16	SEPT. INVOICES								
	1	INV. 78570294	- PLUGS	21.17	6-01-26-290-001-127	B Street Repair & Maintenance	R	10/13/16	11/01/16	78570294	N
	2	INV. 78563690	- PLUGS	14.66	6-01-26-290-001-127	B Street Repair & Maintenance	R	10/13/16	11/01/16	78563690	N
	3	CREDIT 78575679		14.66	6-01-26-290-001-127	B Street Repair & Maintenance	R	10/13/16	11/01/16	78575679	N
	4	INV. 79493765	- CHAIN	17.69	6-01-26-290-001-127	B Street Repair & Maintenance	R	10/13/16	11/01/16	79493765	N
	5	INV. 79306876	- NEOPRENE SHEET	281.96	6-09-55-501-001-503	B Water Plant Maintenance	R	10/13/16	11/01/16	79306876	N
				320.82							
	Vendor Total:			320.82							
<b>M0256 MERCER CO IMPROVEMT AUTHORITY</b>											
	16-01713	10/14/16	SEPT. 2016 TIPPING								
	1	SEPT. 2016 TIPPING		17,342.10	6-01-32-465-001-165	B Landfill Solid Waste Disposal-MCIA	R	10/14/16	11/01/16	SEPT 2016	N
	2	SEPT. 2016 RECYCLING TAX		452.40	6-01-43-496-001-174	B Recycling Tax	R	10/14/16	11/01/16	SEPT 2016	N
				17,794.50							
	Vendor Total:			17,794.50							

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<b>M0536 MGL PRINTING SOLUTIONS</b>												
	16-01528	09/26/16	AUTOMATIC SEAL									
	1		ELECTRIC SEAL	489.00	6-01-20-125-001-036	B Office Supplies	R	09/26/16	11/01/16			N
	2		PAPER ACTIVATION	124.00	6-01-20-125-001-036	B Office Supplies	R	09/26/16	11/01/16			N
	3		LOGO SEAL - BOROUGH	109.00	6-01-20-125-001-036	B Office Supplies	R	09/26/16	11/01/16			N
	4		LOGO SEAL - HEALTH DEPT	109.00	6-01-20-125-001-036	B Office Supplies	R	09/26/16	11/01/16			N
	5		SHIPPING	24.00	6-01-30-421-001-022	B Postage & Express Charges	R	09/26/16	11/01/16			N
				<u>855.00</u>								
			Vendor Total:	855.00								
<b>M0127 MONMOUTH COUNTY</b>												
	16-01706	10/13/16	ROOSEVELT TIPPING - 9/16									
	1		ROOSEVELT TIPPING - 9/16	2,128.00	6-01-43-513-001-171	B Borough of Roosevelt-Tipping Fees	R	10/13/16	11/01/16		SEPT 2016	N
			Vendor Total:	2,128.00								
<b>MOTOR015 MOTOROLA SOLUTIONS, INC.</b>												
	16-01523	09/26/16	CDM MICROPHONE - HEAVY DUTY									
	1		CDM MICROPHONE - HEAVY DUTY	195.60	6-01-25-240-001-199	B Miscellaneous	R	09/26/16	11/01/16			N
	2		XPR LEATHER SWIVEL HOLSTER	283.20	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	3		XPR NYLON HOLSTER	124.80	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
				<u>603.60</u>								
			Vendor Total:	603.60								
<b>N0256 NICE RINK</b>												
	16-01602	09/30/16	ICE RINK LINER									
	1		ICE RINK LINER	675.00	6-01-28-370-002-196	B Miscellaneous-Ice Skating Rink	R	09/30/16	11/01/16			N
	2		SHIPPING	149.65	6-01-28-370-002-196	B Miscellaneous-Ice Skating Rink	R	09/30/16	11/01/16		82894	N
				<u>824.65</u>								
			Vendor Total:	824.65								
<b>NJADV005 NJ Advance Media</b>												
	16-01762	10/21/16	LEGAL ADS 9/23-10/3/13									
	1		ORD 2016-10 ADOPT	17.40	6-01-20-120-001-021	B Advertisements	R	10/21/16	11/01/16		I04223467	N
	2		ORD 2016-21 INTRO	26.10	6-01-20-120-001-021	B Advertisements	R	10/21/16	11/01/16		I04223468	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
NJADV005 NJ Advance Media Continued											
	16-01762	10/21/16	LEGAL ADS 9/23-10/3/13	Continued							
	3		NOTICE TO BIDDERS	11.02	6-01-20-120-001-021	R	10/21/16	11/01/16		I04223998	N
	4		PROFESSIONAL SERVICES	12.18	6-01-20-120-001-021	R	10/21/16	11/01/16		I04225304	N
	5		TAX SALE NOTICE	182.70	6-01-20-145-001-021	R	10/21/16	11/01/16		I04221893	N
				249.40							
	Vendor Total:			249.40							
N0425 NJ DEPT. OF HEALTH & SR SERV.											
	16-01761	10/21/16	DOG PILOT PROGRAM SEPT 2016								
	1		DOG PILOT PROGRAM SEPT 2016	1.20	T-13-05-265-000-001	R	10/21/16	11/01/16		SEPT 2016	N
	Vendor Total:			1.20							
N0652 NJ STATE POLICE CHIEF ASSN											
	16-01665	10/11/16	TRAINING - GENDRON								
	1		TRAINING - GENDRON	250.00	6-01-25-240-001-042	R	10/11/16	11/01/16			N
	Vendor Total:			250.00							
N1116 NJPO											
	16-01676	10/12/16	NJPO continuing edu. credits								
	1		cont edu. NJPO at NJSLOM Conf.	50.00	6-01-20-100-001-042	R	10/12/16	11/01/16			N
	Vendor Total:			50.00							
00019 O'BRIEN CONSULTING SERVICES											
	16-01525	09/26/16	DELL ALTITUDE 15 LAPTOP								
	1		DELL ALTITUDE 15 LAPTOP	1,099.99	6-01-25-240-001-036	R	09/26/16	11/01/16			N
	Vendor Total:			1,099.99							
A0300 ONE CALL SYSTEMS, INC.											
	16-01659	10/11/16	SEPT. 2016 ONE CALL MESSAGES								
	1		INV. 6095084 - SEPT. 2016 ONE	56.25	6-09-55-501-001-535	R	10/11/16	11/01/16		6095084	N
	Vendor Total:			56.25							



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
<b>P0044 PSE&amp;G</b>											
16-01743 10/21/16 VARIOUS GAS BILLS											
	1		1ST AVE W.TOWER 6503987609	12.16	6-09-55-501-001-505	B Gas Service	R	10/21/16	11/01/16	6503987609	N
	2		156 BANK ST 6687890808	20.00	6-01-31-446-001-070	B Gas Heat - Borough Hall	R	10/21/16	11/01/16	6687890808	N
	3		168 BANK ST EMS 6550326206	17.44	6-01-25-260-001-073	B Natural Gas Heat	R	10/21/16	11/01/16	6550326206	N
	4		140 N MAIN ST	16.56	6-01-31-446-001-143	B Gas/Heat - Fire House	R	10/21/16	11/01/16	6675946706	N
				<u>66.16</u>							
16-01744 10/21/16 VARIOUS GAS BILLS SEPTEMBER											
	1		148 N MAIN ST 6579810904	33.28	6-01-31-446-001-070	B Gas Heat - Borough Hall	R	10/21/16	11/01/16	6579810904	N
	2		BANK STREET 6606292905	49.10	6-09-55-501-001-505	B Gas Service	R	10/21/16	11/01/16	6606292905	N
	3		OAK LANE 6679486904	568.86	6-09-55-501-002-505	B Gas Service	R	10/21/16	11/01/16	6679486904	N
	4		140 N MAIN ST 6539567103	85.16	6-01-31-446-001-143	B Gas/Heat - Fire House	R	10/21/16	11/01/16	6539567103	N
				<u>736.40</u>							
			Vendor Total:	802.56							
<b>H0140 R. DOUGLAS HOFFMAN</b>											
16-01710 10/14/16 COURT SESSION 10/12/16											
	1		COURT SESSION 10/12/16	250.00	6-01-20-176-000-047	B Acting Judge	R	10/14/16	11/01/16	10/12/16	N
16-01804 10/28/16 COURT SESSION 10/26/16											
	1		COURT SESSION 10/26/16	250.00	6-01-20-176-000-047	B Acting Judge	R	10/28/16	11/01/16	10/26/16	N
			Vendor Total:	500.00							
<b>REHAB005 REHABCO, INC</b>											
16-01813 10/31/16 INVOICE DATED 10/31/16											
	1		INVOICE DATED 10/31/16	14,000.00	T-12-56-286-000-844	B Recaptured Fds-Housing Rehabil-SmlCities	R	10/31/16	11/01/16	INV 10/31/16	N
			Vendor Total:	14,000.00							
<b>REPUB005 REPUBLIC SERVICES</b>											
16-00037 01/19/16 Solid Waste Dumpster Agreement B											
	11		INV 0689-002209766 9/12/16	2,845.79	6-01-26-305-001-029	B Contract-Republic Services, NJ-Dumpsters	R	06/08/16	11/01/16	0689-002209766	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
<b>R0077 ROBERTS ENGINEERING GRP LLC Continued</b>											
	16-01806	10/28/16	#15183, 9/30/16								
	1		Review resolution compliance	488.75	YASH1306	P YASH AUTO SERVICE, INC	R	10/28/16	11/01/16		N
	16-01809	10/31/16	15223,15224,15225,15227,15236								
	1		15223 COUNCIL MEETINGS	180.00	6-01-20-165-001-104	B Attendance at Meetings (B)	R	10/31/16	11/01/16	15223	N
	2		15224 MISC REQUESTS	3,172.50	6-01-20-165-001-199	B MISCELLANEOUS	R	10/31/16	11/01/16	15224	N
	3		15225 PERMIT/CONTRACT DOCS	1,387.50	6-01-20-165-001-199	B MISCELLANEOUS	R	10/31/16	11/01/16	15225	N
	4		15227 MISC ROADS	71.25	6-01-20-165-001-106	B Misc. Road & Drainage Issues(B	R	10/31/16	11/01/16	15227	N
	5		15236 LITIGATION	75.00	6-01-20-155-001-033	B Litigation	R	10/31/16	11/01/16	15236	N
				<u>4,886.25</u>							
	16-01810	10/31/16	15229 AND 15230								
	1		15229 GENERAL WATER	179.00	6-09-55-501-001-508	B Engineer	R	10/31/16	11/01/16	15229	N
	2		15230 CHEMICALS/SLUDGE REMOVAL	480.00	6-09-55-501-002-508	B Engineer	R	10/31/16	11/01/16	15230	N
				<u>659.00</u>							
	16-01811	10/31/16	15231, 15232, 15233								
	1		15231 ULTRAVIOLET DISINFECTION	2,973.00	C-08-55-950-001-544	B 2016-14 UV, WELL#2, DET TANK SEC 20 COST R	R	10/31/16	11/01/16	15231	N
	2		15232 WELL NO. 2 REHAB	11,284.00	C-08-55-950-001-544	B 2016-14 UV, WELL#2, DET TANK SEC 20 COST R	R	10/31/16	11/01/16	15232	N
	3		15233 REHAB OF DETENTION TANKS	3,916.50	C-08-55-950-001-544	B 2016-14 UV, WELL#2, DET TANK SEC 20 COST R	R	10/31/16	11/01/16	15233	N
				<u>18,173.50</u>							
			Vendor Total:	29,394.00							
<b>RONK0005 RON KOSTAR</b>											
	16-01737	10/20/16	SEPT 8 PERFORMANCE,FARMER MKRT								
	1		SEPT 8 PERFORMANCE,FARMER MKRT	225.00	T-12-56-286-000-876	B PARKS & RECREATION/ TRIATHLON	R	10/20/16	11/01/16	9/8/16 F.MARKET N	
			Vendor Total:	225.00							
<b>S0002 SAFETY KLEEN</b>											
	16-01685	10/13/16	PARTS WASHER SERVICE								
	1		INV. 71301903 - PARTS WASHER	295.00	6-01-26-290-001-050	B DPW Work Equipment	R	10/13/16	11/01/16	71301903	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
S0002 SAFETY KLEEN Continued												
	16-01693	10/13/16	REFERENCE NUMBER									
	1		ITEM 52150 MDL 52 W/PRM	99.00	6-09-55-501-002-502	B Vehicle Maintenance	R	10/13/16	11/01/16		714973231603235	N
	Vendor Total:			394.00								
S0746 SAMZIES UNIFORMS, INC												
	16-01310	08/09/16	CLOTHING ALLOWANCE - MECCA									
	1		CLOTHING ALLOWANCE - MECCA	361.94	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	08/09/16	11/01/16		100472	N
	16-01432	09/01/16	CLOTHING ALLOWANCE - ESPOSITO									
	1		CLOTHING ALLOWANCE - ESPOSITO	435.60	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/01/16	11/01/16		100471	N
	16-01527	09/26/16	CLOTHING ALLOWANCE - JIMENEZ									
	1		CLOTHING ALLOWANCE - JIMENEZ	439.80	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16		100473	N
	Vendor Total:			1,237.34								
S0061 SEA BOX												
	16-01698	10/13/16	BICON RENTAL									
	1		INV. SI29477 - BICON RENTAL	75.00	6-01-26-310-001-025	B Building Rental	R	10/13/16	11/01/16		SI29477	N
	Vendor Total:			75.00								
S0836 SOME'S UNIFORMS, INC.												
	16-01524	09/26/16	MISC AWARDS									
	1		2 BARS CITATION HOLDER	22.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	2		4 BARS CITATION HOLDER	26.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	3		6 BARS CITATION HOLDER	30.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	4		8 BARS CITATION HOLDER	17.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	5		9-11-01 CITATION BAR	20.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	6		MEDAL HONOR (GREEN) CITATION	25.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	7		MEDAL HONOR (BLUE) CITATION	10.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	8		LIFE SAVING CITATION BAR	20.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	9		DRUG BUSTER CITATION BAR	15.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	10		GOOD CONDUCT CITATION BAR	25.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	11		WOUNDED IN COMBAT CITATION	15.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	12		GOOD CONTACT CITATION BAR	15.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099
	Item Description	Amount	Charge Account	Acct Type Description		Enc Date	Date	Date	Invoice	Excl
S0836	SOME'S UNIFORMS, INC.	Continued								
	16-01524 09/26/16 MISC AWARDS	Continued								
	13 15 YEARS SERVICE CITATION BAR	15.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	14 HONORABLE CITATION BAR	10.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	15 THE EXCEPTIONAL DUTY BAR	10.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	16 HONORABLE SERVICE CITATION	10.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	17 SNGL GOLD & SILVER APPURTENANC	10.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	18 SNGL GOLD & SILVER APPURTENANC	8.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	19 SNGL GOLD & SILVER APPURTENANC	8.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	20 SNGL GOLD & SILVER APPURTENANC	4.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	21 DBL GOLD & SILVER	6.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	22 DBL GOLD & SILVER	6.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	23 DBL GOLD & SILVER	6.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	24 DBL GOLD & SILVER	6.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	25 SHIPPING & HANDLING	25.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
	26 LIFE SAVING CITATION BAR	20.00	6-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/26/16	11/01/16			N
		<u>384.00</u>								
	Vendor Total:	384.00								

SPECI005	SPECIALTY GRAPHICS LLC									
	16-01627 10/03/16 UNIFORMS/SHIRTS									
	1 LP810 - DICKIES LONG PANTS	190.00	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	2 48799 - DICKIES NAVY OVERALLS	29.00	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	3 TB839 - DICKIES INSULATED	52.00	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	4 J763-BD - CORNERSTONE 12 OZ	46.00	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	5 3494NB - NAVY BLANKET LINED	39.00	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	6 CSJ24 - CORNERSTONE ANSI CLASS	104.00	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	7 PC902H - PORT AUTHORITY 9 OZ	90.00	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	8 PC902H - PORT AUTHORITY 9 OZ	54.00	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	9 F281 - SPORTTEX 12 OZ PULLOVER	116.00	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	10 S2101 - INSULATED FULL ZIP	132.00	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	11 S2101 - INSULATED FULL ZIP	33.00	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	12 G2000 S/S - SAFETY GREEN TEE	85.00	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	13 G2300 S/S - SAFETY GREEN TEE	19.50	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	14 G2300 S/S - SAFETY GREEN TEE	117.00	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	15 G2400 L/S - LONG SLEEVE SAFETY	32.50	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N
	16 PC61LS - LONG SLEEVE SAFETY	27.00	6-01-26-290-001-032	B Uniforms	R	10/03/16	11/01/16			N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
SPECIALTY GRAPHICS LLC Continued											
16-01627	10/03/16		UNIFORMS/SHIRTS	Continued							
	17		PC61LS - LONG SLEEVE SAFETY	63.00	6-01-26-290-001-032	B	Uniforms	R	10/03/16	11/01/16	N
				1,229.00							
			Vendor Total:	1,229.00							
STAPLES BUSINESS ADVANTAGE											
16-01558	09/26/16		OFFICE SUPPLIES								
	1		OFFICE SUPPLIES - CENTRAL	548.19	6-01-20-125-001-036	B	Office Supplies	R	09/26/16	11/01/16	716333740500001 N
	2		OFFICE SUPPLIES-CONSTRUCTION	102.50	6-01-33-195-001-036	B	Office Supplies	R	09/26/16	11/01/16	3317802275 N
	3		OFFICE SUPPLIES-AWTP	471.06	6-09-55-501-002-509	B	Office Supplies - Admin.	R	09/26/16	11/01/16	3317802275 N
	4		CREDIT 3317802275	942.12	6-09-55-501-002-509	B	Office Supplies - Admin.	R	11/01/16	11/01/16	3317802275 N
				179.63							
			Vendor Total:	179.63							
STAVOLA ASPHALT COMPANY											
16-01687	10/13/16		I-2 ASPHALT MIX								
	1		INV. 62297 - I-2 ASPHALT MIX	104.03	6-01-26-290-001-127	B	Street Repair & Maintenance	R	10/13/16	11/01/16	62297 N
			Vendor Total:	104.03							
STITCHES N INK											
16-01766	10/24/16		EMBROIDERY 6 COATS								
	1		INV #6007	75.00	6-09-55-501-002-507	B	Uniforms & Safety Equipment	R	10/24/16	11/01/16	6007 N
			Vendor Total:	75.00							
TAMARA L. LEE,PP,AICP,LLA,											
16-01729	10/19/16		#35-general planning services								
	1		house.ele;Rt 33 ord, DOT grant	230.00	6-01-21-180-001-105	B	General Planning-Consulting	R	10/19/16	11/01/16	N
16-01733	10/20/16		LITIGATION 43/06-339-7								
	1		LITIGATION 43/06-339-7	460.00	6-01-20-155-001-033	B	Litigation	R	10/20/16	11/01/16	43/06-339-7 N
			Vendor Total:	690.00							



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
<b>TREAS010 TREASURER STATE OF NJ (BURIAL)</b>												
	16-01759	10/21/16	BURIAL PERMITS 3RD QTR 2016									
	1		BURIAL PERMITS 3RD QTR 2016	10.00	6-01-55-003-000-004	B Due to St of NJ-Burial Permits	R	10/21/16	11/01/16		V1104 - 3QTR	N
	Vendor Total:			10.00								
<b>U0007 UNIVAR USA</b>												
	16-00038	01/19/16	Res.2015-61 Liq.Chlorine Sewer			B						
	11		INV HB830237	162.00	6-09-55-501-002-526	B Chlorine-Liquid	R	01/19/16	11/01/16		HB830237	N
	16-00039	01/19/16	Res.2015-61 Liq.Chlorine-Water			B						
	7		INV HB829708	486.00	6-09-55-501-001-526	B Chlorine	R	01/19/16	11/01/16		HB829708	N
	16-00041	01/19/16	Res2015-34 Calcium Hydroxide-S			B						
	12		INV HB830308 DATED 10/12/16	1,240.00	6-09-55-501-002-553	B Calcium Hydroxide (Lime)	R	10/04/16	11/01/16		HB830308	N
	13		INV HB830405 DATED 10/12/16	620.00	6-09-55-501-002-553	B Calcium Hydroxide (Lime)	R	10/04/16	11/01/16		HB830405	N
				1,860.00								
	16-00131	01/25/16	Res2015-125Fluorosilicic Acid w			B						
	10		INV HB829708 DATED 10/5/16	778.80	6-09-55-501-001-528	B Fluorosilic Acid-UNIVAR	R	01/25/16	11/01/16		HB829708	N
	Vendor Total:			3,286.80								
<b>U0144 UPS</b>												
	16-01645	10/07/16	INV 0000161Y33406,OCTOBER 1,16									
	1		INV 0000161Y33406,OCTOBER 1,16	22.26	6-01-30-421-001-022	B Postage & Express Charges	R	10/07/16	11/01/16		0000161Y33406	N
	Vendor Total:			22.26								
<b>U0013 USA BLUE BOOK</b>												
	16-01465	09/12/16	MISC PLANT SUPPLY									
	1		ITEM #70096 BALL VALVE	319.95	6-09-55-501-002-503	B Sewer Plant Maintenance	R	09/12/16	11/01/16			N
	2		ITEM #30782 2" NIPPLE	5.79	6-09-55-501-002-503	B Sewer Plant Maintenance	R	09/12/16	11/01/16			N
	3		ITEM #30784 3" NIPPLE	6.69	6-09-55-501-002-503	B Sewer Plant Maintenance	R	09/12/16	11/01/16			N
	4		ITEM #30786 4" NIPPLE	7.89	6-09-55-501-002-503	B Sewer Plant Maintenance	R	09/12/16	11/01/16			N
	5		ITEM # 30891 SOCKET/THREAD	6.89	6-09-55-501-002-503	B Sewer Plant Maintenance	R	09/12/16	11/01/16			N
	6		MERCHANDISE	13.36	6-09-55-501-002-503	B Sewer Plant Maintenance	R	10/14/16	11/01/16		058414	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
w0002 W.B. MASON CO., INC. Continued												
16-00535 03/28/16 HPD OFFICE SUPPLIES												
	1		CALIFONE HEADPHONES	19.50	6-01-25-240-001-036	B Office Supplies & Equipment	R	03/28/16	11/01/16			N
	2		RUBBER BANDS	1.24	6-01-25-240-001-036	B Office Supplies & Equipment	R	03/28/16	11/01/16			N
	3		PADDED MAILER	28.49	6-01-25-240-001-036	B Office Supplies & Equipment	R	03/28/16	11/01/16			N
	4		PANEL WALL CLIPS	18.18	6-01-25-240-001-036	B Office Supplies & Equipment	R	03/28/16	11/01/16			N
	5		CUBICLE HOOKS	7.89	6-01-25-240-001-036	B Office Supplies & Equipment	R	03/28/16	11/01/16			N
				<u>75.30</u>								
16-00538 03/28/16 OFFICE SUPPLIES												
	1		OFFICE SUPPLIES - CENTRAL	108.65	6-01-20-125-001-036	B Office Supplies	R	03/28/16	11/01/16		I33407733	N
	2		OFFICE SUPPLIES - AWWTP	172.60	6-09-55-501-002-509	B Office Supplies - Admin.	R	03/28/16	11/01/16		I33624042	N
				<u>281.25</u>								
16-01130 07/11/16 CHAIRS FOR DPW												
	1		SUPER SEATS MODERATOR HIGH	200.00	6-01-26-310-001-050	B DPW Work Equipment	R	07/11/16	11/01/16		I36211422	N
16-01657 10/11/16 HPD OFFICE SUPPLIES												
	1		BUSINESS ENVELOPES #10	45.19	6-01-25-240-001-036	B Office Supplies & Equipment	R	10/11/16	11/01/16			N
	2		COPY PAPER	135.50	6-01-25-240-001-036	B Office Supplies & Equipment	R	10/11/16	11/01/16			N
	3		DVD+R	40.26	6-01-25-240-001-036	B Office Supplies & Equipment	R	10/11/16	11/01/16			N
	4		LARGE BINDER CLIPS	1.96	6-01-25-240-001-036	B Office Supplies & Equipment	R	10/11/16	11/01/16			N
	5		DVD ENVELOPES	11.16	6-01-25-240-001-036	B Office Supplies & Equipment	R	10/11/16	11/01/16			N
				<u>234.07</u>								
			Vendor Total:	1,321.68								
w0099 WATCHUNG SPRING WATER CO., INC												
16-01556 09/26/16 INV #0021854												
	1		DELIVERY FEE	5.99	6-09-55-501-002-506	B Lab. Equipment & Supplies	R	09/26/16	11/01/16		0021854	N
	2		DP 5 GAL DISTLD WATER	49.95	6-09-55-501-002-506	B Lab. Equipment & Supplies	R	09/26/16	11/01/16		0021854	N
				<u>55.94</u>								
			Vendor Total:	55.94								
w0096 WATER WORKS SUPPLY CO., INC.												
16-01674 10/12/16 WATER REPAIR SUPPLY												
	1		INV. IF86659 - SLEEVE/BOLT/	239.46	6-09-55-501-001-535	B Hydrants and Line Repair	R	10/12/16	11/01/16		IF86659	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>W0096 WATER WORKS SUPPLY CO., INC. Continued</b>												
	16-01674	10/12/16	WATER REPAIR SUPPLY			Continued						
	2 INV.		IF86666 - COMPACT SLEEVE/	211.14	6-09-55-501-001-535	B Hydrants and Line Repair	R	10/12/16	11/01/16		IF86666	N
	3 CREDIT		IF86759 - RETURN OF	28.32	6-09-55-501-001-535	B Hydrants and Line Repair	R	10/12/16	11/01/16		IF86759	N
				422.28								
	Vendor Total:			422.28								
<b>W0094 WILLIAMS SCOTSMAN INC.</b>												
	16-01672	10/12/16	CONTAINER RENTAL									
	1 INV.		99194871 - CONTAINER	213.64	6-01-26-310-001-025	B Building Rental	R	10/12/16	11/01/16		99194871	N
	Vendor Total:			213.64								
<b>WIREL005 WIRELESS ELECTRONICS, INC.</b>												
	16-01521	09/26/16	MONTHLY SVC CONTRACT SEPT 2016									
	1		MONTHLY SVC CONTRACT SEPT 2016	415.00	6-01-25-250-001-029	B Maintenance Contracts-Other	R	09/26/16	11/01/16			N
	16-01704	10/13/16	MONTHLY SVC CONTRACT OCT. 2016									
	1		MONTHLY SVC CONTRACT OCT. 2016	415.00	6-01-25-250-001-029	B Maintenance Contracts-Other	R	10/13/16	11/01/16			N
	Vendor Total:			830.00								
<b>WOOLS005 WOOLSEN ANDERSON MAZIARZ, P.C.</b>												
	16-01807	10/28/16	Resolution Compliance, 9/20/16									
	1			70.00	YASH1306	P YASH AUTO SERVICE, INC	R	10/28/16	11/01/16			N
	Vendor Total:			70.00								
<b>Y0025 YOSTEMBSKI, ROBERT</b>												
	16-01615	10/03/16	PROSECUTOR FEES SEPT 2016									
	1		PROSECUTOR FEES SEPT 2016	1,200.00	6-01-25-275-001-111	B Municipal Prosecutor	R	10/03/16	11/01/16			N
	Vendor Total:			1,200.00								

Total Purchase Orders: 164 Total P.O. Line Items: 353 Total List Amount: 240,307.47 Total Void Amount: 0.00

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Vendor # Name											
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099	
Item Description			Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl

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Totals by Year-Fund								
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total	Total
CURRENT FUND	5-01	5,929.96	0.00	5,929.96	0.00	0.00	0.00	5,929.96
	5-09	275.00	0.00	275.00	0.00	0.00	0.00	275.00
	Year Total:	6,204.96	0.00	6,204.96	0.00	0.00	0.00	6,204.96
CURRENT FUND	6-01	166,583.56	0.00	166,583.56	0.00	0.00	0.00	166,583.56
	6-09	16,203.58	0.00	16,203.58	0.00	0.00	0.00	16,203.58
	6-21	0.00	0.00	0.00	0.00	0.00	5,745.25	5,745.25
	Year Total:	182,787.14	0.00	182,787.14	0.00	0.00	5,745.25	188,532.39
GENERAL CAPITAL	C-04	8,807.40	0.00	8,807.40	0.00	0.00	0.00	8,807.40
WATER/SEWER CAPITAL	C-08	18,773.50	0.00	18,773.50	0.00	0.00	0.00	18,773.50
	Year Total:	27,580.90	0.00	27,580.90	0.00	0.00	0.00	27,580.90
TRUST OTHER - FUND #12	T-12	17,988.02	0.00	17,988.02	0.00	0.00	0.00	17,988.02
ANIMAL CONTROL TRUST FUND #13	T-13	1.20	0.00	1.20	0.00	0.00	0.00	1.20
	Year Total:	17,989.22	0.00	17,989.22	0.00	0.00	0.00	17,989.22
Total of All Funds:		234,562.22	0.00	234,562.22	0.00	0.00	5,745.25	240,307.47

Project Description	Project No.	Rcvd Total	Held Total	Project Total
BARON INSPECTION FEES	BAR1307I	115.00	0.00	115.00
MILLSTONE BASIN HABITAT	MIL11-02	2,182.75	0.00	2,182.75
PEDDIE SCHOOL-NEW DORMS	PEDD2-14IF	690.00	0.00	690.00
WINDSOR PROPERTY ASSOC., LLC	WIND1601	742.50	0.00	742.50
YASH AUTO SERVICE, INC	YASH1306	558.75	0.00	558.75
ESCROW/167-169 STOCKTON CONCEP	ZORRO-16	1,456.25	0.00	1,456.25
Total of All Projects:		<u>5,745.25</u>	<u>0.00</u>	<u>5,745.25</u>

# Resolution 2016-192

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

**AUTHORIZING EXECUTION OF A FEDERAL AID AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE SAFE ROUTES TO SCHOOL DESIGN ASSISTANCE PROGRAM 2015 FOR IMPROVEMENTS TO STOCKTON STREET AND JOSEPH STREET  
(FEDERAL PROJECT #TAP-COOS (922))**

**WHEREAS**, on September 14, 2016 the Federal Highway Administration (FHWA) authorized funding to Hightstown Borough for the Safe Routes to School Design Assistance Program 2015 for improvements to Stockton Street and Joseph Street; and

**WHEREAS**, this authorization was based on the scope of work and budget agreed upon by the Borough of Hightstown and the New Jersey Department of Transportation Division of Local Aid; and

**WHEREAS**, the scope of work includes Preliminary Engineering and Final Design and Construction Support activities related to the Improvements to Stockton Street and Joseph Street in the Borough; and

**WHEREAS**, it is required that the Borough sign a Federal Aid Agreement in order to receive reimbursement for the Engineering Services as approved.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the Federal Aid Agreement is hereby accepted and the Mayor is authorized to execute, and the Borough Clerk to attest the Federal Aid Agreement and other documentation necessary to implement the grant.

**CERTIFICATION**

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

---

Debra L. Sopronyi  
Borough Clerk

Agreement No. 2016-DT-DLA-502

Contract ID: **1770844**

Recipient's DUNS No.: **045705019**

CFDA Name and Number: **Catalog of Federal Domestic Assistance 20.205**

Contact Name and Phone Number: **Julie A. Seaman (609) 530-3640**

**FEDERAL AID AGREEMENT**

Project: **Improvements to Stockton Street and Joseph Street-SRTS Design Assistance**

**Fed. Proj. No.: TAP-C00S(922) PE/FD**

Municipality: **Hightstown**

County: **Mercer**

This Cost Reimbursement Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Borough of Hightstown, having its offices at 156 Bank Street, Hightstown, NJ 08520 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

**WITNESSETH:**

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of **September 14, 2016**. All such work shall be completed by **September 14, 2019**, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the

other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

### 3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

### 4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such

contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

## 5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of \$1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed **\$52,747.84**, with an approved budget as follows:

Federal Project #	Project Sponsor	Contract	Sponsor in-House	Total	Date Authorized	Date for Completion
TAP-C00S(922)	Hightstown	\$52,747.84	\$0	\$52,747.84	9/14/2016	9/14/2019

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget **\$52,747.84** stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments – OMB Circular A-87  
 Cost Principles for Nonprofit Organizations - OMB Circular A-122  
 Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102  
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of  
Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

- 6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.
- (b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.
- 6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.
- (b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.
- (c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

## 7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

- (a) At any time during the performance of work set forth in this Agreement.
- (b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the

applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General.

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.

(a) The Recipient shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"

(b) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

## 8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final

payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

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

- (a) 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;
- (b) 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 or sex;
- (c) The contractor or subcontractor, where applicable, will send to each labor union or

representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) 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.

(h) 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, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor

pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.
- (b) Obligation. The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo  
Director  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

**District 1 –**  
Roxbury Corporate Center  
200 Stierli Court  
Mount Arlington, NJ 07856  
Phone: (973) 770-5070/5068  
Fax: (973) 770-5172  
Morris, Passaic,  
Sussex and Warren

**District 2 –**  
153 Halsey Street - 5th floor  
Newark, NJ 07102  
Phone: (973) 877-1500  
Fax: (973) 877-1556  
Bergen, Essex, Hudson,  
and Union

**District 3 - XXX**  
PO Box 600  
Trenton, NJ 08625-0600  
Phone: (732) 625-4290  
Fax: (732) 625-4292  
Hunterdon, Mercer, Middlesex,  
Monmouth, Ocean and Somerset

**District 4 –**  
1 Executive Campus  
Route 70 West, 3rd Floor  
Cherry Hill, NJ 08002  
Phone: (856) 486-6618  
Fax (856) 486-6771  
Atlantic, Burlington, Camden, CapeMay,  
Cumberland, Gloucester, and Salem

Excepting Legal Notices  
Telephone: **(609) 530-3640**  
Fax: **(609) 530-8044**

If to Recipient:

**Henry M. Underhill**

*(Borough administrator)*  
**Borough of Hightstown**  
**156 Bank Street**  
**Hightstown, NJ 08520**

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying

Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation  
Manager Professional Services  
Procurement Division  
1035 Parkway Avenue  
Trenton, New Jersey 08625

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.
29. APPENDIX I – Project Scope of Work
30. APPENDIX J – Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: **Improvements to Stockton Street and Joseph Street-SRTS Design Assistance**

Municipality: **Hightstown** County: **Mercer**

Fed. Proj. No.: **TAP-C00S(922)**

Agreement No.: **2016-DT-DLA-502**

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT: **Borough of Hightstown**

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST/WITNESSED/AFFIX SEAL:

**NEW JERSEY DEPARTMENT OF  
TRANSPORTATION**

\_\_\_\_\_  
Anika James, Department Secretary,  
New Jersey Department of Transportation Date \_\_\_\_\_

By: \_\_\_\_\_  
Michael Russo Date \_\_\_\_\_  
Director,  
Division of Local Aid & Economic  
Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY

**Christopher S. Porrino**

By: \_\_\_\_\_  
Deputy Attorney General Date \_\_\_\_\_  
**Keith Ronan, DAG**

**APPENDIX A****NONDISCRIMINATION**

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. **Compliance with Regulations:** The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. **Nondiscrimination:** The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. **Information and Reports:** The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
  - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

(a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.

(b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

**APPENDIX B****CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_  
 (Name and Title of Grantee Official)

hereby certify on behalf of RECIPIENT, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
 (Signature and Title of Authorized Official)

**APPENDIX C****CERTIFICATION OF RECIPIENT**

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
- 2, agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

**APPENDIX D****CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION**

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

**APPENDIX E****NJDOT CODE OF ETHICS FOR VENDORS**

1. No vendor\* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

**NOTE:** This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

\*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

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Adopted on the 16th day of December, 1987

**APPENDIX F**

**CERTIFICATION OF RECIPIENT ELIGIBILITY**

I \_\_\_\_\_ hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

## **APPENDIX G**

### **AMERICANS WITH DISABILITIES ACT**

#### **Equal Opportunity For Individuals With Disabilities.**

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, 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 RECIPIENT 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 STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

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

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

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

**APPENDIX H****STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA**

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

**SAFE ROUTES TO SCHOOLS DESIGN ASSISTANCE PROGRAM**  
**Improvements to Stockton Street and Joseph Street**  
**Hightstown, New Jersey**

**PROPOSAL FOR PRELIMINARY ENGINEERING, FINAL DESIGN AND  
CONSTRUCTION SERVICES**

**March 10, 2016**

**PROJECT HISTORY**

Safe Routes to Schools (SRTS) is a federal, state and local effort to enable and encourage children, including those with disabilities, to walk and bicycle to school. SRTS facilitates the planning, development and implementation of projects that improve safety and air quality, as well as reduce traffic and fuel consumption around schools.

The SRTS Infrastructure Grant Program provides funding to schools and communities to improve walking and bicycling conditions to schools. Hightstown was awarded a grant as part of the 2014 SRTS Program for their Improvements to Stockton Street and Joseph Street project.

This project involves upgrades along Stockton Street from Dutch Neck Road/Oak Lane to Summit Street and Joseph Street from Stockton Street to 2<sup>nd</sup> Avenue. Improvements will include the installation of new sidewalk and curbing and upgrades to ADA curb ramps. Pavement repairs will be made as required for curbing construction. Hightstown anticipates repaving Stockton Street and Joseph Street separately using other funds. Work will be in accordance with MUTCD, NJDOT, and ADA standards.

**PROJECT UNDERSTANDING**

As a participant in the NJDOT Safe Routes to Schools (SRTS) Design Assistance Program, Hightstown has requested Parsons Brinckerhoff to submit a technical and cost proposal for professional engineering services for the Preliminary Engineering (PE), Final Design (FD) and Construction Support Services (CSS) phases of the project. Our project understanding and scope of work is based on the SRTS Grant Application along with information obtained during the project kick-off meeting and field trip on February 24, 2016 with the representatives of NJDOT, Hightstown and Parsons Brinckerhoff.

The major tasks associated with this project are as follows:

- Develop design level base mapping including existing right-of-way limits.
- Initiate contact with utility companies to obtain utility as-built information and contact information.
- Develop schemes of accommodation for utilities, if required, and obtain documentation of commitments from utility companies.
- Prepare Preliminary and Final Roadway Plans that address compliance with ADA ramps including sidewalk and curbing repairs associated with ADA ramp construction.
- Provide support to NJDOT BLAES for the preparation of the Environmental Document.
- Present the project to the general public via Town Committee Meeting or other public venue.
- Complete Final Plans, Specifications and Estimates (PS&E) and submit along with other required documents in accordance with NJDOT Local Aid requirements and the PS&E Review Checklist.
- Provide construction support services.

**SCOPE OF WORK****SCOPE OF WORK**

The following tasks present the specific efforts that will be performed to advance the project through the Preliminary Engineering, Final Design and Construction Services phases. The contract documents will be prepared in accordance with NJDOT's Capital Project Delivery Procedures. The tasks have been listed with the specific activity numbers corresponding with the NJDOT's Project Delivery Process Network.

The following Scope of Work will be performed by **Parsons Brinckerhoff** and their subconsultant, **Malick & Scherer, P.C. (M&S)** who will be performing the Utility Engineering activities.

**PRELIMINARY ENGINEERING PHASE SCOPE OF WORK****A. ROADWAY DESIGN****Prepare Horizontal & Vertical Geometry (3030)**

Roadway design will include ADA ramps at each intersection and replacement of sidewalk, curbing and pavement repairs associated with the ADA construction. It is assumed that detailed curb ramp design shall not exceed the following:

- Dutch Neck Road/Oak Lane - up to 8 ADA ramps
- Joseph Street - up to 2 ADA ramps
- Summit Street - up to 2 ADA ramps

Sidewalk and curbing will be replaced along the Stockton Street from Dutch Neck/Oak Lane to Summit Street and along the western side of Joseph Street.

Pavement repairs will be made to the extent needed based on the ADA ramps and curbing repairs only.

**Prepare Preliminary Roadway Plans (3070)**

The following Roadway plans will be developed to a level of detail to satisfy the requirements of a Preliminary Engineering and Final PS&E Submission:

**Key Sheet:** (1 sheet) The key sheet will be prepared to include the overall project information.

**Construction Plans:** (4 sheets; 1 legend and 3 sheets at 1"=20' scale) The completed construction plans will include base line information, finalized geometrics with labeling of control points and radii, drainage, existing and proposed ROW lines, and construction features presented according to the standard NJDOT legend. The plans will also show the utility items that will be relocated as construction contract items to be relocated by the contractor. The utility items to be relocated by utility companies will also be shown. If drainage modifications are required it is anticipated that modifications will be minor and that drainage calculations will be needed. Survey ties will also be shown on Construction Plans.

**Grades:** (3 sheets at 1"=20' scale) Grades will including final grade elevations for ADA curb ramps, pavement points and drainage structures (as needed).

**B. TRAFFIC ENGINEERING****Determine Traffic Engineering Facility Locations (3090)**

**Traffic Signing and Striping** - Traffic signing and striping will be developed in accordance with the *NJDOT Roadway Design Manual* and the *Manual on Uniform Traffic Control Devices (MUTCD)*. It is anticipated that signing and striping layouts will be incorporated into the Traffic Signal Plans.

**SCOPE OF WORK**

The following Traffic Engineering plans will be developed to a level of detail to satisfy the requirements of a Preliminary Engineering:

- Signing and Striping Plans (3 sheets at 1"= 20' scale)

**C. UTILITY ENGINEERING**

The following Utility Engineering work will be performed by M&S with oversight by Parsons Brinckerhoff. Man-hours are included in Parsons Brinckerhoff cost proposal for oversight effort.

**Prepare Utility Base Plans (3035)**

Initial utility base plans will be prepared by M&S from field survey data developed by Parsons Brinckerhoff to show existing surface utility facilities.

**Send Utility Verification Request Letter (3045)**

Two (2) sets of the utility base plans along with a letter of transmittal (combined Letters No. 1 and 2) will be sent to each utility owner, requesting that they verify information and return one set of plans with their comments and markups of their existing facilities. It is assumed that up to 8 utility companies will be involved.

**Update Base Plans & Identify Conflicts (3055)**

A site visit will be performed and existing facilities will be verified. The utility base plans will be revised to incorporate the utility company markups, and information gathered from the site visit.

Utilizing the verified utility facility information, potential conflicts will be assessed between the existing utilities and the proposed design. It is assumed that the only utility conflict requiring relocation will be a single utility pole at the intersection of Stockton Street and Joseph Street. Discussions will be held with each of the impacted utility owners to coordinate the relocations.

**D. RIGHT OF WAY**

Right of way (ROW) engineering is not anticipated and not included in this scope of work. If ROW engineering is required all costs for design services will be incurred by Hightstown.

**E. ENVIRONMENTAL DOCUMENTATION****Prepare Certified Categorical Exclusion (CCE) Document (3890)**

The NJDOT Environmental Team will be responsible for developing a Categorical Exclusion Document (CED) and all Technical Environmental Studies associated with the CED. Support will be provided to BLAES by preparing the Project Description section of the CED along with plans having sufficient detail to support the CED document.

**F. SURVEY & MAPPING****Conduct Topographic Survey (3020)**

Topographic survey was performed by Hightstown and basemapping has been provided to Parsons Brinckerhoff.

The topographic survey is based on North American Datum 1983 (NAD83) and the North American Vertical Datum 1988 (NAVD88 – Latest Geoid) and the local project ground coordinates in the English system utilizing the U.S. Survey foot units. Parsons Brinckerhoff will include 1 day for supplemental field survey as needed for miscellaneous survey needs and to locate any existing ROW monuments.

**SCOPE OF WORK****Prepare Base Maps (3025)**

Digital mapping including existing ROW of the project area was provided by Hightstown to Parsons Brinckerhoff. The base mapping provided will be at a 1"=20' scale, in Micro Station format conforming to the NJDOT CADD Manual.

Deeds will be obtained to verify ROW limits. An electronic property mosaic will be prepared utilizing the deeds plotted and information gathered from tax maps. Tax Map information shall be shown in areas where no right of way impacts are anticipated. This property mosaic will depict right of way lines, property lines and show Block, Lot and ownership information and be geo-referenced into the prepared base maps based on evidence collected during the right of way survey.

**G. PUBLIC INVOLVEMENT****Hold Public Information Center (3865)**

The public outreach program anticipates attending at one (1) public outreach event such as a Town Committee/Council Meeting. This event will be attended during the Preliminary Engineering phase to appraise the public of the projects purpose and need, proposed improvements and construction schedule and to also answer any questions posed by the public.

Parsons Brinckerhoff will prepare Project Data Sheets and handouts for the public outreach event and will prepare mounted graphics that include color displays of proposed project improvements.

**I. PROJECT MANAGEMENT AND COORDINATION**

At the onset of the project, Parsons Brinckerhoff will meet with Hightstown to discuss project management and coordination efforts for the program. The following meetings are anticipated with each sponsoring sub-region:

- Kick-off Meeting – with Hightstown to introduce key members of the Parsons Brinckerhoff Team and to discuss concepts/design issues, collect available data and to review project deliverables
- One (1) Working Meeting – to obtain input, finalize concepts, scope of work before commencing with the PS&E phase

Parsons Brinckerhoff will coordinate with NJDOT Local Aid to provide supplemental information, and ascertain if submission requirements and deadlines are being met to the satisfaction of NJDOT.

Parsons Brinckerhoff's Project Manager will be working closely and frequently with Hightstown during the early stages of the project and throughout the project we will meet on a bi-weekly basis via meetings or by phone to discuss upcoming activities, critical issues, etc. A project schedule will be developed that identifies milestone dates for deliverables to maintain the design schedule. This schedule will be used to provide updates to Hightstown.

Parsons Brinckerhoff will provide meeting agendas and handouts prior to each meeting and we will prepare the meeting minutes for distribution and review by attendees to document key decisions and action items. Coordination with each sub-region will be ongoing throughout the design and additional meetings held as necessary.

The Project Manager will prepare reports and invoices on a monthly basis and include a progress report and schedule, status of activities, percent completes and upcoming activities and submittals. At the completion of the contract a complete set of design documents for each project will be provided to Hightstown plans, specifications, estimates, permits, design calculations, technical memorandums, etc.

Parsons Brinckerhoff will set up a Project Management Plan to define the roles and responsibilities of team members and the plan of action for delivering the project in accordance with NJDOT requirements. PB will perform QA/QC activities as per the NJDOT approved Quality Management Plan. Parsons

**SCOPE OF WORK**

Brinckerhoff will prepare Quality Assurance Checklist and Certifications in accordance with NJDOT directives.

**FINAL DESIGN PHASE SCOPE OF WORK****A. ROADWAY DESIGN****Complete Horizontal & Vertical Geometry (4210)**

Roadway design will include completion of ADA ramp design and final layout of sidewalk, curbing and pavement repairs associated with the ADA construction.

**Prepare Final Roadway Plans (4220)**

The following Roadway plans will be developed to a level of detail to satisfy the requirements of a Preliminary Engineering and Final PS&E Submission:

**Key Sheet:** (1 sheet) The key sheet will be prepared to include the overall project information.

**Estimate and Distribution sheets:** (1 sheet) This plan will show listing of pay items, quantities and distribution per plan sheet.

**Construction Plans:** (4 sheets; 1 legend and 3 sheets at 1"=20' scale) The completed construction plans will include base line information, finalized geometrics with labeling of control points and radii, drainage, existing and proposed ROW lines, and construction features presented according to the standard NJDOT legend. The plans will also show the utility items that will be relocated as construction contract items to be relocated by the contractor. The utility items to be relocated by utility companies will also be shown. If drainage modifications are required it is anticipated that modifications will be minor and that drainage calculations will be needed. Survey ties will also be shown on Construction Plans.

**Grades:** (3 sheets at 1"=20' scale) Grades will including final grade elevations for ADA curb ramps, pavement points and drainage structures (as needed).

**Special Details:** (2 sheets) Special construction details are required for items not provided in the Department's standard details.

**NJDOT Standard Construction Details:** (8 sheets) Standard construction details downloaded from NJDOT's website for standard pay items.

**Develop Construction Cost Estimate (4275)**

The construction cost estimate for the project will be developed by applying standard unit costs to the estimated quantities for each standard item. Unit costs will be generated using the Department's records of previous project bids, adjusting them as necessary for the particular features of this project. Unit costs will be developed for non-standard items using accepted methods.

**Develop Specifications (4280)**

Project specifications will be prepared using Hightstown's standard boilerplate section along with the latest NJDOT supplemental specifications (amended to the 2007 Standard Specifications) and all required federal aid documents and forms.

**Develop Construction Schedule (4285)**

Consistent with BDC01PR-3, a detailed CPM schedule will be prepared in accordance with the NJDOT *Construction Scheduling Standard Coding and Procedures for Designers and Contractors Manual* (dated 2/26/02) that was issued by BDC01T-5.

**Secure Permits (4395)**

It is assumed that the overall soil disturbance will exceed 5,000 SF and that certification from the Mercer County Soil Conservation District will be required.

## B. TRAFFIC ENGINEERING

### Complete Construction Staging Plans (4220)

**Traffic Control Plans** - Construction Staging Notes and Details will be prepared including construction sequences, work zone time-limit restrictions and direction for the Contractor. NJDOT standard traffic control details for intersection work zones will be included to illustrate buffer zones, traffic control devices, traffic lanes, layout of construction signs, and sign details. All plans will conform to the latest edition of the *Manual on Uniform Traffic Control Devices*. Pedestrian access will be maintained during construction and notes will be included with the Traffic Staging Notes and Details plan sheets. It is assumed that the existing traffic signal will remain operational until the proposed traffic signal is constructed and implemented. If temporary or intern traffic signal plans are required they would be prepared as extra work.

### Complete Signing and Striping Plans (4240)

**Signing and Striping Plans** will be finalized incorporating comments from the preliminary design submission. Electrical plans will be prepared along with conduit fill calculations and electrical service inquiries in conformance with the NJDOT Roadway Design Manual. Block wiring diagrams including intersection lighting will be shown on the plans.

The following Traffic Engineering plans will be developed to a level of detail to satisfy the requirements of a Final PS&E Submission:

- Signing and Striping Plans (3 sheets at 1"= 20' scale)

## C. UTILITY ENGINEERING

The following Utility Engineering work will be performed by M&S with oversight by Parsons Brinckerhoff. Man-hours are included in Parsons Brinckerhoff cost proposal for oversight effort.

### Prepare Utility Plans, Specifications and Estimates (4055)

It is assumed that one utility pole may need to be relocated. Plans and specifications will be developed in coordination with the impacted utility companies. It is assumed that 3 utility companies will be impacted and one meeting will be held with each of the utility companies (3 meetings total). This task will include obtaining commitments from each impacted utility company that they will relocate their utilities as needed for the project. The commitments will be limited to a scheme of accommodations and a letter of understanding for utility company signature. Utility relocation costs are not eligible for reimbursement through the project. It is assumed that subsurface utility engineering (SUE) services will not be required.

## H. PHASE SUBMISSION PACKAGE

### Prepare Pre-PS&E Package (4835)

### Resolve Final Design Submission Comments (4830)

### PS&E Certified (4880)

Once Final Plans, Specifications and Estimates are completed to the satisfaction of Hightstown, a Pre-final PS&E Submission will be made to NJDOT Local Aid. This submission will include all required documents per NJDOT Local Aid requirements. After receiving all NJDOT Local Aid comments are resolved a final PS&E Submission will be made.

**SCOPE OF WORK****I. PROJECT MANAGEMENT AND COORDINATION**

At the onset of the project, Parsons Brinckerhoff will meet with Hightstown to discuss project management and coordination efforts for the program. The following meetings are anticipated with each sponsoring sub-region:

- One (1) Working Meeting – to obtain input and address final comments before submitting pre-Final PS&E documents

Parsons Brinckerhoff will coordinate with NJDOT Local Aid to provide supplemental information, and ascertain if submission requirements and deadlines are being met to the satisfaction of NJDOT.

Parsons Brinckerhoff's Project Manager will be working closely and frequently with Hightstown during the early stages of the project and throughout the project we will meet on a bi-weekly basis via meetings or by phone to discuss upcoming activities, critical issues, etc. A project schedule will be developed that identifies milestone dates for deliverables to maintain the design schedule. This schedule will be used to provide updates to Hightstown.

Parsons Brinckerhoff will provide meeting agendas and handouts prior to each meeting and we will prepare the meeting minutes for distribution and review by attendees to document key decisions and action items. Coordination with each sub-region will be ongoing throughout the design and additional meetings held as necessary.

The Project Manager will prepare reports and invoices on a monthly basis and include a progress report and schedule, status of activities, percent completes and upcoming activities and submittals. At the completion of the contract a complete set of design documents for each project will be provided to Hightstown plans, specifications, estimates, permits, design calculations, technical memorandums, etc.

### **CONSTRUCTION SUPPORT SERVICES PHASE SCOPE OF WORK**

**J. CONSTRUCTION SUPPORT SERVICES**

Assistance will be provided to Hightstown during the construction phase by providing consultation for design related issues. This scope is based on the assumption that the project sponsor will provide a full-time resident or inspector who will take the lead on construction services and that the Parsons Brinckerhoff Team will assist on an 'as needed' basis only. Support work will include:

- Assisting the project sponsors in addressing Requests for Information (RFI) inquiries during the bidding phase.
- Performing up to five (5) shop drawing reviews.
- Attending the Pre-construction meeting.
- Attending up to three (3) field meetings for general design issues.

Construction consultation services performed by PB does not include review of construction progress schedules, field surveys/inspections, preparation of as-built drawings, and traffic signal certifications.

**SAFE ROUTES TO SCHOOLS DESIGN ASSISTANCE PROGRAM  
Improvements to Stockton Street and Joseph Street  
Hightstown, New Jersey**

**PRELIMINARY ENGINEERING, FINAL DESIGN  
AND CONSTRUCTION SUPPORT SERVICES**

**COST PROPOSAL**

**Submitted By:  
Parsons Brinckerhoff, Inc.**

**3/10/2016**

**SAFE ROUTES TO SCHOOLS DESIGN ASSISTANCE PROGRAM**  
**Improvements to Stockton Street and Joseph Street**  
**Hightstown, New Jersey**

**COST PROPOSAL SUMMARY**

Parsons Brinckerhoff, Inc.

<b>PRELIMINARY ENGINEERING</b>	
Labor (See MH Breakdown)	\$13,670.34
Overhead @ 153.80%	\$21,024.98
FCCM* Overhead @ 0.32%	\$43.75
<b>Subtotal</b>	<b>\$34,739.07</b>
Fixed Fee (.18 Factor)	\$2,460.68
Direct Expenses	
Travel Expenses	\$100.00
** Reproduction, Postage	\$1,000.00
<b>Subtotal</b>	<b>\$1,100.00</b>
Subconsultants	
*** Malick & Scherer, P.C.	\$14,428.11
<b>Subtotal</b>	<b>\$14,428.11</b>
<b>PRELIMINARY ENGINEERING TOTAL</b>	<b>\$52,727.84</b>

<b>FINAL DESIGN</b>	
Labor (See MH Breakdown)	\$15,289.15
Overhead @ 153.80%	\$23,514.71
FCCM* Overhead @ 0.32%	\$48.93
<b>Subtotal</b>	<b>\$38,852.79</b>
Fixed Fee (.18 Factor)	\$2,752.08
Direct Expenses	
Travel Expenses	\$100.00
** Reproduction, Postage	\$1,000.00
<b>Subtotal</b>	<b>\$1,100.00</b>
Subconsultants	
*** Malick & Scherer, P.C.	\$7,973.56
<b>Subtotal</b>	<b>\$7,973.56</b>
<b>FINAL DESIGN TOTAL</b>	<b>\$42,704.84</b>

<b>CONSTRUCTION SUPPORT SERVICES</b>	
Labor (See MH Breakdown)	\$3,008.48
Overhead @ 153.80%	\$4,827.04
FCCM* Overhead @ 0.32%	\$9.63
<b>Subtotal</b>	<b>\$7,845.15</b>
Fixed Fee (.18 Factor)	\$641.63
Direct Expenses	
Travel Expenses	\$100.00
** Reproduction, Postage	\$100.00
<b>Subtotal</b>	<b>\$200.00</b>
<b>CONSTRUCTION SUPPORT SERVICES TOTAL</b>	<b>\$8,386.68</b>

<b>GRAND TOTAL</b>	<b>\$103,819.36</b>
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\* Facilities Capital Cost of Money

\*\* Done by outside vendors

\*\*\* Approved Subcontractors

<b>FIXED FEE CALCULATION</b>		
Size	Small	15
Complexity	Simple	10
Duration	Standard	15
Degree of Risk	Level 1	20
<b>Total</b>		<b>60</b>
Project Specifics Factor (PSF)		0.60
Fee Factor (0.3*PSF)		0.18

<b>SAFE ROUTES TO SCHOOLS DESIGN ASSISTANCE PROGRAM</b> <b>Improvements to Stockton Street and Joseph Street Improvements, Hightstown, New Jersey</b> <b>MALICK &amp; SCHERER, P.C.</b> <b>PRELIMINARY ENGINEERING COST ESTIMATE</b>						
TASK	ASCE GRADE TITLE	PV		PVI		Total
		Lead Eng.	Senior Engineer	Eng. II	PII	
<b>C. UTILITY ENGINEERING</b>						
	3035 - Prepare Utility Base Plans		8	6		14
	3045 - Send Utility Verification Request Letters	4	12	14		30
	3055 - Update Base Plans & Identify Conflicts	8	24	56		88
<b>TOTAL PROJECT HOURS</b>						
		12	44	76		132
<b>AVERAGE HOURLY RATE</b>		\$85.50	\$49.33	\$37.00		
<b>TOTAL SALARIES</b>		\$786.00	\$2,170.52	\$2,812.00		\$5,768.52

Direct Salary Costs	\$5,768.52
OH Cost (127.38%)	\$7,347.94
Fixed Fee (10%)	\$1,311.65
<b>TOTAL BUDGET</b>	<b>\$14,428.11</b>



**FINAL DESIGN COST ESTIMATE**

TASK	ASCE GRADE	TITLE	P.VII Sr. Supv. Eng.	P.VI Supv. Eng.	P.V Lead Eng.	P.IV Senior Engineer	P.III Eng. II	P.II Eng. I	ET-5 Supv. Design	ET-4 Senior Design / Tech.	Total
<b>A. ROADWAY DESIGN</b>											
		4210 - Complete Horizontal & Vertical Geometry			2		8				10
		4220 - Prepare Final Roadway Plans	6			14	36		32		88
		Key Sheet (1)									
		Estimate and Distribution Sheet (1)				2	2		4		
		Construction Plans (4)	2			4	16		12		
		Grades (3)	2			4	8		6		
		Non Standard Construction Details (2)	2			4	6		6		
		NJDOT Standard Roadway Details (8)				4	4		4		
		4275 - Develop Construction Cost Estimate	2			4	3				14
		4280 - Develop Specifications	4		18		18				40
		4285 - Develop Construction Schedule	4				8				12
		4385 - Secure Permits	2		8		16		14		40
<b>B. TRAFFIC ENGINEERING</b>											
		4220 - Complete Construction Staging Plans		2		2		12		24	40
		4240 - Traffic Signing & Striping Plans (3)			4		12		16		34
<b>C. UTILITY ENGINEERING</b>											
		Subconsultant Coordination		4							4
<b>H. PHASE SUBMISSION PACKAGE</b>											
		4835 - Prepare Pre-PS&E Package	2			6	16				24
		4830 - Resolve Final Design Submission Comments	2			6	16				24
		4880 - PS&E Certified	2			2	4				6
<b>I. PROJECT MANAGEMENT AND COORDINATION</b>											
		Prepare Progress Reports				18					18
		Monthly Schedule Updates & Project Management				6					6
						12					12
						48					48
		<b>TOTAL PROJECT HOURS</b>			32	34	142	12	62	24	366
		<b>AVERAGE HOURLY RATE 12/17/2015</b>	\$71.90	\$68.71	\$50.48	\$41.78	\$36.76	\$31.45	\$40.95	\$22.76	
		<b>TOTAL SALARIES</b>	\$3,491.20	\$119.42	\$1,615.36	\$1,420.52	\$5,219.82	\$377.40	\$2,639.09	\$546.24	\$15,289.15



<b>PARSONS BRINCKERHOFF</b> <b>SAFE ROUTES TO SCHOOLS DESIGN ASSISTANCE PROGRAM</b> <b>Improvements to Stockton Street and Joseph Street Improvements, Hightstown, New Jersey</b> <b>CONSTRUCTION SUPPORT SERVICES COST ESTIMATE</b>						
TASK	ASIDE GRADE TITLE	FVI		PTV		Total
		Sr. Supvg. Engg.	Senior Engineer	Eng. II	Eng. II	
<b>J. CONSTRUCTION SUPPORT SERVICES</b>						
Prepare Request for Information Responses (RFIs)		13	25	28		66
Shop Drawing Reviews (5)		2	8	16		
Attend (1) Pre-construction Meeting		2	8	12		
Attend (3) Field Meetings		9	9			
<b>TOTAL PROJECT HOURS</b>		<b>13</b>	<b>25</b>	<b>28</b>		<b>66</b>
<b>AVERAGE HOURLY RATE 12/17/2015</b>		<b>\$71.90</b>	<b>\$41.78</b>	<b>\$36.76</b>		
<b>TOTAL SALARIES</b>		<b>\$934.70</b>	<b>\$1,044.50</b>	<b>\$1,029.28</b>		<b>\$3,008.48</b>

# Resolution 2016-193

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

**AUTHORIZING EXECUTION OF AN AGREEMENT FOR ENGINEERING SERVICES RELATED TO A FEDERAL AID AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE SAFE ROUTES TO SCHOOL DESIGN ASSISTANCE PROGRAM 2015 FOR IMPROVEMENTS TO STOCKTON STREET AND JOSEPH STREET  
(FEDERAL PROJECT #TAP-COOS (922))**

**WHEREAS**, on September 14, 2016 the Federal Highway Administration (FHWA) authorized funding to Hightstown Borough for the Safe Routes to School Design Assistance Program 2015 for improvements to Stockton Street and Joseph Street; and

**WHEREAS**, this authorization was based on the scope of work and budget agreed upon by the Borough of Hightstown and the New Jersey Department of Transportation Division of Local Aid; and

**WHEREAS**, the scope of work includes Preliminary Engineering and Final Design and Construction Support activities related to the Improvements to Stockton Street and Joseph Street in the Borough; and

**WHEREAS**, it is required that the Borough appoint an Engineer from a pre-qualified list provided by the FHWA and NJDOT; and

**WHEREAS**, the Borough has agreed to award the required Engineering Services to Parson Brinckerhoff, Inc., One Penn Plaza, New York; and

**WHEREAS**, the amount of this agreement shall not exceed \$103,819.36 in totality, with each phase being subject to approval of NJDOT and FHWA; and

**WHEREAS**, this agreement shall be contingent upon funds being provided by FHWA and NJDOT through the Safe Routes to School Design Assistance Program; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the Federal Aid Agreement is hereby accepted and the Mayor is authorized to execute, and the Borough Clerk to attest, the Federal Aid Agreement and other documentation necessary to implement the grant.

**CERTIFICATION**

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

---

Debra L. Sopronyi  
Borough Clerk

**PROFESSIONAL SERVICES AGREEMENT**

THIS Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between Hightstown Borough, with offices at 154 Bank Street, Hightstown, New Jersey (hereinafter called the "OWNER"), and **Parson Brinckerhoff, Inc.**, a New York corporation, with offices at One Penn Plaza, New York, New York (hereinafter called "Parson Brinckerhoff") for

In consideration hereinafter set forth, the parties hereto do mutually agree as follows:

**FIRST:        SCOPE OF SERVICES, SCHEDULE AND COMPENSATION**

Parson Brinckerhoff shall provide SERVICES as set forth in Exhibit A attached hereto; such services shall be performed in accordance with the Schedule in Exhibit A.

The OWNER shall compensate Parson Brinckerhoff for the performance of SERVICES in Exhibit A based on cost plus fixed fee basis as shown on Exhibit B.

Parsons Brinckerhoff's review of Contractor's submittals is only for general conformance with the design concept of the project. The review is not for the purpose of determining the accuracy and completeness of details or verifying dimensions and quantities. The approval of the shop drawings does not indicate approval of Contractor's means and methods, technique, sequence or safety precautions and procedures.

If the Scope of Services includes inspection services, Parsons Brinckerhoff shall, under such task, become generally familiar with the quality of the Work and determine, in general, if the Work is proceeding in accordance with the Construction Documents. Parsons Brinckerhoff's scope of services does not include exhaustive or continuous inspection of construction quality or quantity. Parsons Brinckerhoff shall not be responsible for safety, means, methods, sequence, technique or procedures of construction work.

Parsons Brinckerhoff shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site except as specifically stated herein.

**SECOND:      PLANS AND SPECIFICATIONS**

Recipient shall prepare, or have prepared environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility

**PROFESSIONAL SERVICES AGREEMENT**

for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the agreement. If the design cannot conform to the minimum standards set forth, a design exception shall be required. The State shall notify Recipient when the project is acceptable for bidding.

**THIRD: PAYMENT**

For the performance of the SERVICES, the OWNER shall reimburse Parson Brinckerhoff for all costs, charges, and expenses incurred by Parson Brinckerhoff in the performance of SERVICES, shall pay an overhead allowance, and shall pay a fixed fee. Parson Brinckerhoff's estimated total compensation includes reimbursable costs and an overhead allowance, plus a fixed fee. Reimbursable costs shall include wages and salaries and other project related non-salary costs including subconsultant costs. Overhead allowance shall be at a rate expressed as a percentage of the wages and salaries in Exhibit B. Parson Brinckerhoff shall be compensated in a total amount estimated One hundred three thousand eight hundred nineteen dollars and thirty six cents (\$103,819.36) which includes \$2,400.00 in project related direct expenses and a total fixed fee amount of \$5,754.24. Parson Brinckerhoff is only authorized to be compensated for costs estimated up to \$52,727.84 for the Preliminary Engineering design work (See Exhibit A). Costs for Final Design and Construction Services cannot be compensated for until authorized by the New Jersey Department of Transportation.

Parson Brinckerhoff shall not be obligated to perform services or incur costs which would exceed the amount above nor shall the OWNER be obligated to reimburse Parson Brinckerhoff for costs or make payment which would cause the total compensation paid to Parson Brinckerhoff to exceed the total amount estimated in the preceding paragraph unless and until the OWNER shall have notified Parson Brinckerhoff in writing that the total compensation amount against which the obligation of the parties hereto shall be payable in accordance with this Article.

Such invoice amount shall be paid to Parson Brinckerhoff by the OWNER within fourteen (14) days of presentation to the OWNER.

**FOURTH: CHANGES AND EXTRA SERVICES**

The OWNER may make changes within the general scope of this Agreement. If Parson Brinckerhoff is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, Parson Brinckerhoff shall so notify the OWNER of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. Parson Brinckerhoff may initiate such written notification upon identifying a condition which may change the SERVICES agreed to on the effective date of this Agreement, as set forth in Exhibit A.

Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.

The OWNER may request Parson Brinckerhoff to perform extra services not covered by the SCOPE OF SERVICES as set forth in Exhibit A, and Parson Brinckerhoff shall perform such extra services and will be compensated for such extra services when they are reduced to a

**PROFESSIONAL SERVICES AGREEMENT**

writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly. Parson Brinckerhoff shall perform extra services only upon execution of such written amendment.

**FIFTH: STANDARD OF CARE AND LIMITATION**

The standard of care for all services performed or furnished by Parson Brinckerhoff and its subconsultants will be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and in the same locality. PARSONS BRINCKERHOFF MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

To the fullest extent permitted by law, the total liability, in the aggregate, of Parsons Brinckerhoff, its affiliate companies, their officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Parsons Brinckerhoff.

Parsons Brinckerhoff and its affiliate companies shall in no event be liable in contract, tort, or otherwise, for any indirect or consequential damages, including but not limited to loss of profits, loss of use, loss of revenue, loss of capital, loss of goodwill, or any other incidental or consequential damages arising out of its performance of the Services.

**SIXTH: EQUAL OPPORTUNITY**

1. Recipient hereby agrees that it will incorporate or cause to be incorporated in any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole, or in part, directly and indirectly, with proceeds from the Project Fund the following equal opportunity clause:

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

- a) 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, or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action 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

**PROFESSIONAL SERVICES AGREEMENT**

applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

- b) 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, or sex;
- c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable city employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g) 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.
- h) 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, creed, color, national origin, ancestry,

**PROFESSIONAL SERVICES AGREEMENT**

marital status, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

2. Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted work.
3. Recipient also agrees:
  - a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.
  - b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.
  - c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to the Executive Order.
  - d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.
4. In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:
  - a) Cancel, terminate, or suspend this Agreement in whole or in part;
  - b) Refrain from extending any further assistance to Recipient under the program with respect to failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
  - c) Initiate appropriate legal proceedings.

**PROFESSIONAL SERVICES AGREEMENT****SEVENTH: NONDISCRIMINATION**

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and in adapted form, in all proposals for negotiated agreements.
- b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deed transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, and similar agreements, related to this Project, entered into by the Recipient with other parties.
- c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

**EIGHTH: DISADVANTAGED BUSINESS ENTERPRISES**

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- a) Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.
- b) Obligation. The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity

## **PROFESSIONAL SERVICES AGREEMENT**

to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts.

### **NINTH: TERMINATION**

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

This Agreement may also be terminated by either party for its convenience or because the PROJECT has been permanently abandoned, but only upon fourteen (14) days written notice to the other party.

In the event of termination, Parson Brinckerhoff shall be compensated for all services performed and costs incurred up to the effective date of termination for which Parson Brinckerhoff has not been previously compensated, plus termination expenses reasonably incurred.

Upon receipt of notice of termination from the OWNER, Parson Brinckerhoff shall discontinue the SERVICES, and upon receipt of final payment from the OWNER, Parson Brinckerhoff shall deliver to the OWNER the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Parson Brinckerhoff in the performance of this Agreement, whether completed or in progress subject to Articles FIFTH and SEVENTH.

### **TENTH: OWNERSHIP OF DOCUMENTS**

The parties hereto agree that Parson Brinckerhoff shall retain possession, rights, title and interest including without limitation copyright of all drawings, specifications, and other documents when its services have been completed. Parson Brinckerhoff grants the OWNER a nonexclusive license to reproduce the drawings, specifications and other documents prepared under this Agreement provided that the OWNER comply with all of its obligations under this Agreement.

In the event of any reuse or other use by the OWNER of the drawings, specifications, and other documents furnished by Parson Brinckerhoff hereunder, the OWNER shall indemnify, defend, and hold harmless Parson Brinckerhoff from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of such reuse or other use.

If this Agreement is terminated for any reason prior to the final completion of the project and if under such circumstances, OWNER uses or engages the services or directs another consultant to use any documents prepared by the Consultant to complete such work, OWNER agrees to release the Consultant from any liability arising out of the use by the second consultant of the documents prepared by the Consultant.

### **ELEVENTH: SUCCESSORS, ASSIGNS AND THIRD PARTIES**

**PROFESSIONAL SERVICES AGREEMENT**

The Parties shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior written approval of the other party. Any unauthorized attempt thereat shall be void and unenforceable.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

Except as stated herein, this agreement is for the exclusive benefit and convenience of the Parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon any other third party.

**TWELFTH: EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the OWNER and Parson Brinckerhoff and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

IN WITNESS WHEREOF, this Agreement has been executed by the OWNER and Parson Brinckerhoff, effective from the day and year first written above.

**HIGHTSTOWN BOROUGH**

**PARSONS BRINCKERHOFF, INC.**

\_\_\_\_\_  
By: Lawrence D. Quattrone, Mayor

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
By: Debra L. Sopronyi, RMC  
Borough Clerk

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

**APPENDIX A****NONDISCRIMINATION**

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. **Compliance with Regulations:** The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. **Nondiscrimination:** The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. **Information and Reports:** The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
  - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

(a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.

(b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

**APPENDIX B**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_  
(Name and Title of Grantee Official)

hereby certify on behalf of RECIPIENT, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature and Title of Authorized Official)

**APPENDIX C****CERTIFICATION OF RECIPIENT**

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
- 2, agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

**APPENDIX D****CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION**

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

**APPENDIX E****NJDOT CODE OF ETHICS FOR VENDORS**

1. No vendor\* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

**NOTE:** This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

\*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

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Adopted on the 16th day of December, 1987

**APPENDIX F**

**CERTIFICATION OF RECIPIENT ELIGIBILITY**

I \_\_\_\_\_ hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

**APPENDIX G****AMERICANS WITH DISABILITIES ACT**

Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, 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 RECIPIENT 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 STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

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

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

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

**APPENDIX H****STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA**

The parties to this Agreement do hereby agree that the provisions of NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

**PROFESSIONAL SERVICES AGREEMENT**

**Exhibit A**

**Scope of Services & Schedule**

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**PRELIMINARY ENGINEERING PHASE SCOPE OF WORK**

**A. ROADWAY DESIGN**

**Prepare Horizontal & Vertical Geometry (3030)**

Roadway design will include ADA ramps at each intersection and replacement of sidewalk, curbing and pavement repairs associated with the ADA construction. It is assumed that detailed curb ramp design shall not exceed the following:

- Dutch Neck Road/Oak Lane - up to 8 ADA ramps
- Joseph Street - up to 2 ADA ramps
- Summit Street - up to 2 ADA ramps

Sidewalk and curbing will be replaced along the Stockton Street from Dutch Neck/Oak Lane to Summit Street and along the western side of Joseph Street.

Pavement repairs will be made to the extent needed based on the ADA ramps and curbing repairs only.

**Prepare Preliminary Roadway Plans (3070)**

The following Roadway plans will be developed to a level of detail to satisfy the requirements of a Preliminary Engineering and Final PS&E Submission:

**Key Sheet:** (1 sheet) The key sheet will be prepared to include the overall project information.

**Construction Plans:** (4 sheets; 1 legend and 3 sheets at 1"=20' scale) The completed construction plans will include base line information, finalized geometrics with labeling of control points and radii, drainage, existing and proposed ROW lines, and construction features presented according to the standard NJDOT legend. The plans will also show the utility items that will be relocated as construction contract items to be relocated by the contractor. The utility items to be relocated by utility companies will also be shown. If drainage modifications are required it is anticipated that modifications will be minor and that drainage calculations will be needed. Survey ties will also be shown on Construction Plans.

**Grades:** (3 sheets at 1"=20' scale) Grades will including final grade elevations for ADA curb ramps, pavement points and drainage structures (as needed).

**B. TRAFFIC ENGINEERING**

**Determine Traffic Engineering Facility Locations (3090)**

**Traffic Signing and Striping** - Traffic signing and striping will be developed in accordance with the *NJDOT Roadway Design Manual* and the *Manual on Uniform Traffic Control Devices* (MUTCD). It is anticipated that signing and striping layouts will be incorporated into the Traffic Signal Plans.

## PROFESSIONAL SERVICES AGREEMENT

The following Traffic Engineering plans will be developed to a level of detail to satisfy the requirements of a Preliminary Engineering:

- Signing and Striping Plans (3 sheets at 1"= 20' scale)

### C. UTILITY ENGINEERING

The following Utility Engineering work will be performed by **M&S** with oversight by Parsons Brinckerhoff. Man-hours are included in Parsons Brinckerhoff' cost proposal for oversight effort.

#### **Prepare Utility Base Plans (3035)**

Initial utility base plans will be prepared by M&S from field survey data developed by Parsons Brinckerhoff to show existing surface utility facilities.

#### **Send Utility Verification Request Letter (3045)**

Two (2) sets of the utility base plans along with a letter of transmittal (combined Letters No. 1 and 2) will be sent to each utility owner, requesting that they verify information and return one set of plans with their comments and markups of their existing facilities. It is assumed that up to 8 utility companies will be involved.

#### **Update Base Plans & Identify Conflicts (3055)**

A site visit will be performed and existing facilities will be verified. The utility base plans will be revised to incorporate the utility company markups, and information gathered from the site visit.

Utilizing the verified utility facility information, potential conflicts will be assessed between the existing utilities and the proposed design. It is assumed that the only utility conflict requiring relocation will be a single utility pole at the Intersection of Stockton Street and Joseph Street. Discussions will be held with each of the impacted utility owners to coordinate the relocations.

### D. RIGHT OF WAY

Right of way (ROW) engineering is not anticipated and not included in this scope of work. If ROW engineering is required all costs for design services will be incurred by Hightstown.

### E. ENVIRONMENTAL DOCUMENTATION

#### **Prepare Certified Categorical Exclusion (CCE) Document (3890)**

The NJDOT Environmental Team will be responsible for developing a Categorical Exclusion Document (CED) and all Technical Environmental Studies associated with the CED. Support will be provided to BLAES by preparing the Project Description section of the CED along with plans having sufficient detail to support the CED document.

### F. SURVEY & MAPPING

#### **Conduct Topographic Survey (3020)**

Topographic survey was performed by Hightstown and basemapping has been provided to Parsons Brinckerhoff.

The topographic survey is based on North American Datum 1983 (NAD83) and the North American Vertical Datum 1988 (NAVD88 – Latest Geoid) and the local project ground

## **PROFESSIONAL SERVICES AGREEMENT**

coordinates in the English system utilizing the U.S. Survey foot units. Parsons Brinckerhoff will include 1 day for supplemental field survey as needed for miscellaneous survey needs and to locate any existing ROW monuments.

### **Prepare Base Maps (3025)**

Digital mapping including existing ROW of the project area was provided by Hightstown to Parsons Brinckerhoff. The base mapping provided will be at a 1"=20' scale, in Micro Station format conforming to the NJDOT CADD Manual.

Deeds will be obtained to verify ROW limits. An electronic property mosaic will be prepared utilizing the deeds plotted and information gathered from tax maps. Tax Map information shall be shown in areas where no right of way impacts are anticipated. This property mosaic will depict right of way lines, property lines and show Block, Lot and ownership information and be geo-referenced into the prepared base maps based on evidence collected during the right of way survey.

## **G. PUBLIC INVOLVEMENT**

### **Hold Public Information Center (3865)**

The public outreach program anticipates attending at one (1) public outreach event such as a Town Committee/Council Meeting. This event will be attended during the Preliminary Engineering phase to appraise the public of the projects purpose and need, proposed improvements and construction schedule and to also answer any questions posed by the public.

Parsons Brinckerhoff will prepare Project Data Sheets and handouts for the public outreach event and will prepare mounted graphics that include color displays of proposed project improvements.

## **I. PROJECT MANAGEMENT AND COORDINATION**

At the onset of the project, Parsons Brinckerhoff will meet with Hightstown to discuss project management and coordination efforts for the program. The following meetings are anticipated with each sponsoring sub-region:

- Kick-off Meeting – with Hightstown to introduce key members of the Parsons Brinckerhoff Team and to discuss concepts/design issues, collect available data and to review project deliverables
- One (1) Working Meeting – to obtain input, finalize concepts, scope of work before commencing with the PS&E phase

Parsons Brinckerhoff will coordinate with NJDOT Local Aid to provide supplemental information, and ascertain if submission requirements and deadlines are being met to the satisfaction of NJDOT.

Parsons Brinckerhoff's Project Manager will be working closely and frequently with Hightstown during the early stages of the project and throughout the project we will meet on a bi-weekly basis via meetings or by phone to discuss upcoming activities, critical issues, etc. A project schedule will be developed that identifies milestone dates for deliverables to maintain the design schedule. This schedule will be used to provide updates to Hightstown.

## PROFESSIONAL SERVICES AGREEMENT

Parsons Brinckerhoff will provide meeting agendas and handouts prior to each meeting and we will prepare the meeting minutes for distribution and review by attendees to document key decisions and action items. Coordination with each sub-region will be ongoing throughout the design and additional meetings held as necessary.

The Project Manager will prepare reports and invoices on a monthly basis and include a progress report and schedule, status of activities, percent completes and upcoming activities and submittals.

At the completion of the contract a complete set of design documents for each project will be provided to Hightstown plans, specifications, estimates, permits, design calculations, technical memorandums, etc.

Parsons Brinckerhoff will set up a Project Management Plan to define the roles and responsibilities of team members and the plan of action for delivering the project in accordance with NJDOT requirements. PB will perform QA/QC activities as per the NJDOT approved Quality Management Plan. Parsons Brinckerhoff will prepare Quality Assurance Checklist and Certifications in accordance with NJDOT directives.

### **FINAL DESIGN PHASE SCOPE OF WORK**

#### **A. ROADWAY DESIGN**

##### **Complete Horizontal & Vertical Geometry (4210)**

Roadway design will include completion of ADA ramp design and final layout of sidewalk, curbing and pavement repairs associated with the ADA construction.

##### **Prepare Final Roadway Plans (4220)**

The following Roadway plans will be developed to a level of detail to satisfy the requirements of a Preliminary Engineering and Final PS&E Submission:

**Key Sheet:** (1 sheet) The key sheet will be prepared to include the overall project information.

**Estimate and Distribution sheets:** (1 sheet) This plan will show listing of pay items, quantities and distribution per plan sheet.

**Construction Plans:** (4 sheets; 1 legend and 3 sheets at 1"=20' scale) The completed construction plans will include base line information, finalized geometrics with labeling of control points and radii, drainage, existing and proposed ROW lines, and construction features presented according to the standard NJDOT legend. The plans will also show the utility items that will be relocated as construction contract items to be relocated by the contractor. The utility items to be relocated by utility companies will also be shown. If drainage modifications are required it is anticipated that modifications will be minor and that drainage calculations will be needed. Survey ties will also be shown on Construction Plans.

**Grades:** (3 sheets at 1"=20' scale) Grades will including final grade elevations for ADA curb ramps, pavement points and drainage structures (as needed).

**Special Details:** (2 sheets) Special construction details are required for items not provided in the Department's standard details.

## PROFESSIONAL SERVICES AGREEMENT

**NJDOT Standard Construction Details:** (8 sheets) Standard construction details downloaded from NJDOT's website for standard pay items.

### **Develop Construction Cost Estimate (4275)**

The construction cost estimate for the project will be developed by applying standard unit costs to the estimated quantities for each standard item. Unit costs will be generated using the Department's records of previous project bids, adjusting them as necessary for the particular features of this project. Unit costs will be developed for non-standard items using accepted methods.

### **Develop Specifications (4280)**

Project specifications will be prepared using Hightstown's standard boilerplate section along with the latest NJDOT supplemental specifications (amended to the 2007 Standard Specifications) and all required federal aid documents and forms.

### **Develop Construction Schedule (4285)**

Consistent with BDC01PR-3, a detailed CPM schedule will be prepared in accordance with the NJDOT *Construction Scheduling Standard Coding and Procedures for Designers and Contractors Manual* (dated 2/26/02) that was issued by BDC01T-5.

### **Secure Permits (4395)**

It is assumed that the overall soil disturbance will exceed 5,000 SF and that certification from the Mercer County Soil Conservation District will be required.

## **B. TRAFFIC ENGINEERING**

### **Complete Construction Staging Plans (4220)**

**Traffic Control Plans** - Construction Staging Notes and Details will be prepared including construction sequences, work zone time-limit restrictions and direction for the Contractor. NJDOT standard traffic control details for intersection work zones will be included to illustrate buffer zones, traffic control devices, traffic lanes, layout of construction signs, and sign details. All plans will conform to the latest edition of the *Manual on Uniform Traffic Control Devices*. Pedestrian access will be maintained during construction and notes will be included with the Traffic Staging Notes and Details plan sheets. It is assumed that the existing traffic signal will remain operational until the proposed traffic signal is constructed and implemented. If temporary or intern traffic signal plans are required they would be prepared as extra work.

### **Complete Signing and Striping Plans (4240)**

**Signing and Striping Plans** will be finalized incorporating comments from the preliminary design submission. Electrical plans will be prepared along with conduit fill calculations and electrical service inquiries in conformance with the NJDOT Roadway Design Manual. Block wiring diagrams including intersection lighting will be shown on the plans.

The following Traffic Engineering plans will be developed to a level of detail to satisfy the requirements of a Final PS&E Submission:

- Signing and Striping Plans (3 sheets at 1"= 20' scale)

## PROFESSIONAL SERVICES AGREEMENT

### C. UTILITY ENGINEERING

The following Utility Engineering work will be performed by **M&S** with oversight by Parsons Brinckerhoff. Man-hours are included in Parsons Brinckerhoff' cost proposal for oversight effort.

#### **Prepare Utility Plans, Specifications and Estimates (4055)**

It is assumed that one utility pole may need to be relocated. Plans and specifications will be developed in coordination with the impacted utility companies. It is assumed that 3 utility companies will be impacted and one meeting will be held with each of the utility companies (3 meetings total). This task will include obtaining commitments from each impacted utility company that they will relocate their utilities as needed for the project. The commitments will be limited to a scheme of accommodations and a letter of understanding for utility company signature. Utility relocation costs are not eligible for reimbursement through the project. It is assumed that subsurface utility engineering (SUE) services will not be required.

### H. PHASE SUBMISSION PACKAGE

#### **Prepare Pre-PS&E Package (4835)**

#### **Resolve Final Design Submission Comments (4830)**

#### **PS&E Certified (4880)**

Once Final Plans, Specifications and Estimates are completed to the satisfaction of Hightstown, a Pre-final PS&E Submission will be made to NJDOT Local Aid. This submission will include all required documents per NJDOT Local Aid requirements. After receiving all NJDOT Local Aid comments are resolved a final PS&E Submission will be made.

### I. PROJECT MANAGEMENT AND COORDINATION

At the onset of the project, Parsons Brinckerhoff will meet with Hightstown to discuss project management and coordination efforts for the program. The following meetings are anticipated with each sponsoring sub-region:

- One (1) Working Meeting – to obtain input and address final comments before submitting pre-Final PS&E documents

Parsons Brinckerhoff will coordinate with NJDOT Local Aid to provide supplemental information, and ascertain if submission requirements and deadlines are being met to the satisfaction of NJDOT.

Parsons Brinckerhoff's Project Manager will be working closely and frequently with Hightstown during the early stages of the project and throughout the project we will meet on a bi-weekly basis via meetings or by phone to discuss upcoming activities, critical issues, etc. A project schedule will be developed that identifies milestone dates for deliverables to maintain the design schedule. This schedule will be used to provide updates to Hightstown.

Parsons Brinckerhoff will provide meeting agendas and handouts prior to each meeting and we will prepare the meeting minutes for distribution and review by attendees to document key decisions and action items. Coordination with each sub-region will be ongoing throughout the design and additional meetings held as necessary.

## PROFESSIONAL SERVICES AGREEMENT

The Project Manager will prepare reports and invoices on a monthly basis and include a progress report and schedule, status of activities, percent completes and upcoming activities and submittals.

At the completion of the contract a complete set of design documents for each project will be provided to Hightstown plans, specifications, estimates, permits, design calculations, technical memorandums, etc.

### **CONSTRUCTION SUPPORT SERVICES PHASE SCOPE OF WORK**

#### **J. CONSTRUCTION SUPPORT SERVICES**

Assistance will be provided to Hightstown during the construction phase by providing consultation for design related issues. This scope is based on the assumption that the project sponsor will provide a full-time resident or inspector who will take the lead on construction services and that the Parsons Brinckerhoff Team will assist on an 'as needed' basis only. Support work will include:

- Assisting the project sponsors in addressing Requests for Information (RFI) inquiries during the bidding phase.
- Performing up to five (5) shop drawing reviews.
- Attending the Pre-construction meeting.
- Attending up to three (3) field meetings for general design issues.

Construction consultation services performed by Parsons Brinckerhoff does not include review of construction progress schedules, field surveys/inspections, preparation of as-built drawings, and traffic signal certifications.

#### **DESIGN SCHEDULE**

The design schedule is based on a Notice to Proceed of November 7, 2016 and completing Preliminary Engineering/Final Design within 18 months to receive Construction Authorization. However, activities such as CED approval, Final Design Authorization, NJDOT Local Aid Final Reviews are beyond our control and may impact the design schedule. Durations for those activities are estimates based on previous project experience only and cannot be guaranteed by us.

<u>Milestone Activity</u>	<u>Duration</u>
Finalize Concepts and Hold Public Outreach Event	January 21, 2017
Submit Preliminary Engineering and CED Sections I&II (to NJDOT)	February 11, 2017
CED Approval (NJDOT Activity)	April 15, 2017
Final Design Authorization (NJDOT Activity)	April 15, 2017
Complete Pre-PS&E Plans and Documents	June 17, 2017
Secure Soil Erosion and Sediment Control Permit	June 17, 2017
NJDOT Local Aid Final Review (NJDOT Activity)	July 22, 2017
Submit Final PS&E Document to NJDOT Local Aid	August 26, 2017

**PROFESSIONAL SERVICES AGREEMENT**

**Exhibit B**

**Cost Proposal**

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(See attached)

**SAFE ROUTES TO SCHOOLS DESIGN ASSISTANCE PROGRAM  
Improvements to Stockton Street and Joseph Street  
Hightstown, New Jersey**

**PRELIMINARY ENGINEERING, FINAL DESIGN  
AND CONSTRUCTION SUPPORT SERVICES**

**COST PROPOSAL**

**Submitted By:  
Parsons Brinckerhoff, Inc.**

**3/10/2016**

**SAFE ROUTES TO SCHOOLS DESIGN ASSISTANCE PROGRAM**  
**Improvements to Stockton Street and Joseph Street**  
**Hightstown, New Jersey**

**COST PROPOSAL SUMMARY**

**Parsons Brinckerhoff, Inc.**

<b>PRELIMINARY ENGINEERING</b>	
Labor (See MH Breakdown)	\$13,670.34
Overhead @ 153.80%	\$21,024.98
FCCM* Overhead @ 0.32%	\$43.75
<b>Subtotal</b>	<b>\$34,739.07</b>
Fixed Fee (.18 Factor)	<b>\$2,460.66</b>
Direct Expenses	
Travel Expenses	\$100.00
** Reproduction, Postage	\$1,000.00
<b>Subtotal</b>	<b>\$1,100.00</b>
Subconsultants	
*** Malick & Scherer, P.C.	\$14,428.11
<b>Subtotal</b>	<b>\$14,428.11</b>
<b>PRELIMINARY ENGINEERING TOTAL</b>	<b>\$52,727.84</b>

<b>FINAL DESIGN</b>	
Labor (See MH Breakdown)	\$15,289.15
Overhead @ 153.80%	\$23,514.71
FCCM* Overhead @ 0.32%	\$48.93
<b>Subtotal</b>	<b>\$38,852.79</b>
Fixed Fee (.18 Factor)	<b>\$2,752.05</b>
Direct Expenses	
Travel Expenses	\$100.00
** Reproduction, Postage	\$1,000.00
<b>Subtotal</b>	<b>\$1,100.00</b>
Subconsultants	
*** Malick & Scherer, P.C.	\$7,973.56
<b>Subtotal</b>	<b>\$7,973.56</b>
<b>FINAL DESIGN TOTAL</b>	<b>\$42,704.84</b>

<b>CONSTRUCTION SUPPORT SERVICES</b>	
Labor (See MH Breakdown)	\$3,008.48
Overhead @ 153.80%	\$4,627.04
FCCM* Overhead @ 0.32%	\$9.63
<b>Subtotal</b>	<b>\$7,645.15</b>
Fixed Fee (.18 Factor)	<b>\$541.53</b>
Direct Expenses	
Travel Expenses	\$100.00
** Reproduction, Postage	\$100.00
<b>Subtotal</b>	<b>\$200.00</b>
<b>CONSTRUCTION SUPPORT SERVICES TOTAL</b>	<b>\$8,386.68</b>

<b>GRAND TOTAL</b>	<b>\$103,819.36</b>
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\* Facilities Capital Cost of Money

\*\* Done by outside vendors

\*\*\* Approved Subcontractors

<b>FIXED FEE CALCULATION</b>		
<b>Size</b>	Small	15
<b>Complexity</b>	Simple	10
<b>Duration</b>	Standard	15
<b>Degree of Risk</b>	Level 1	20
<b>Total</b>		<b>60</b>
<b>Project Specifics Factor (PSF)</b>		<b>0.60</b>
<b>Fee Factor (0.3*PSF)</b>		<b>0.18</b>

**FINAL DESIGN COST ESTIMATE**

TASK	ASCE GRADE TITLE	P.VII		P.VI		P.V		P.III		P.II		ET-5		ET-4		Total
		Sr. Supvg. Eng.	Supvg. Eng.	Lead Eng.	Senior Engineer	Eng. II	Eng. I	Supvg. Dsgnr.	Senior Dsgnr. / Tech.							
<b>A. ROADWAY DESIGN</b>																
	4210 - Complete Horizontal & Vertical Geometry			2				8								10
	4220 - Prepare Final Roadway Plans	6			14			36				32				88
	Key Sheet (1)															
	Estimate and Distribution Sheet (1)				2			2				4				
	Construction Plans (4)	2			4			16				12				
	Grades (3)	2			4			8				6				
	Non Standard Construction Details (2)	2			4			6				6				
	NJDOT Standard Roadway Details (8)							4				4				
	4275 - Develop Construction Cost Estimate	2			4			8								14
	4280 - Develop Specifications	4		18				18								40
	4285 - Develop Construction Schedule	4						8								12
	4395 - Secure Permits	2		8				16				14				40
<b>B. TRAFFIC ENGINEERING</b>																
	4220 - Complete Construction Staging Plans	2			2					12				24		40
	4240 - Traffic Signing & Striping Plans (3)			4				12				16				34
<b>C. UTILITY ENGINEERING</b>																
	Subconsultant Coordination	4														4
<b>H. PHASE SUBMISSION PACKAGE</b>																
	4835 - Prepare Pre-PS&E Package	2			6			16								24
	4830 - Resolve Final Design Submission Comments	2			6			16								24
	4880 - PS&E Certified	2			2			4								8
<b>I. PROJECT MANAGEMENT AND COORDINATION</b>																
	Prepare Progress Reports	18														18
	Monthly Schedule Updates & Project Management	6														
		12														
<b>TOTAL PROJECT HOURS</b>		48	2	32	34	142				12		62				356
<b>AVERAGE HOURLY RATE 12/17/2015</b>		\$71.90	\$59.71	\$50.48	\$41.78	\$36.76	\$31.45	\$31.45	\$31.45	\$31.45	\$40.95	\$22.76	\$22.76	\$22.76	\$22.76	\$15,289.15
<b>TOTAL SALARIES</b>		\$3,451.20	\$119.42	\$1,615.36	\$1,420.52	\$5,219.92	\$377.40	\$377.40	\$377.40	\$377.40	\$2,539.09	\$546.24	\$546.24	\$546.24	\$546.24	\$15,289.15



**SAFE ROUTES TO SCHOOLS DESIGN ASSISTANCE PROGRAM  
Improvements to Stockton Street and Joseph Street Improvements, Hightstown, New Jersey  
PARSONS BRINCKERHOFF**

**PRELIMINARY ENGINEERING COST ESTIMATE**

TASK	ASCE GRADE TITLE	P.VIII Sr. Supvg. Eng.	P.VI Supvg. Eng.	P.V Lead Eng.	P.IV Senior Engineer	P.III Eng. II	P.II Eng. I	ET-5 Supvg. Dsgnr.	ET-4 Senior Dsgnr./Tech.	ET-5 Party Chief II	Total
<b>A. ROADWAY DESIGN</b>											
	3030 - Prepare Horizontal & Vertical Geometry (ADA Ramps)	2			12	40					54
	3070 - Prepare Preliminary Roadway Plans	4			16	50		44			114
	Key Sheet (1)				2			2			
	Construction Plans (4)	2			10	24		24			
	Grades (3)	2			6	24		18			
<b>B. TRAFFIC ENGINEERING</b>											
	3090 - Determine Traffic Engineering Facility Locations		2		4		12		12		30
	Conceptual Signing and Striping Layout (3)		2		4		12		12		
<b>C. UTILITY ENGINEERING</b>											
	Subconsultant Coordination	4									4
<b>E. ENVIRONMENTAL PLANS AND PERMITTING</b>											
	3890 - Prepare Certified Categorical Exclusion (CCE) Document	4		8		14					26
<b>F. SURVEY &amp; MAPPING</b>											
	3020 - Conduct Topographic Survey		2						8	8	18
	3025 - Prepare Base Maps (Existing ROW Mosaic)	2		2		6		8			18
<b>G. PUBLIC INVOLVEMENT</b>											
	3865 - Hold Public Information Center	6		8		8		8			30
	Prepare Meeting Handouts & Displays	2		4		8		8			
	Attend Public Involvement Session	4		4							
<b>I. PROJECT MANAGEMENT AND COORDINATION</b>											
	Prepare Progress Reports	24									24
	Monthly Schedule Updates & Project Management	8									
		16									
<b>TOTAL PROJECT HOURS</b>		46	4	18	32	118	12	60	20	8	318
<b>AVERAGE HOURLY RATE 12/17/2015</b>		\$71.90	\$59.71	\$50.48	\$41.78	\$36.76	\$31.45	\$40.95	\$22.76	\$31.38	
<b>TOTAL SALARIES</b>		\$3,307.40	\$238.84	\$908.64	\$1,336.96	\$4,337.68	\$377.40	\$2,457.18	\$455.20	\$251.04	\$13,670.34

<b>SAFE ROUTES TO SCHOOLS DESIGN ASSISTANCE PROGRAM</b> <b>Improvements to Stockton Street and Joseph Street Improvements, Hightstown, New Jersey</b> <b>MALICK &amp; SCHERER, P.C.</b> <b>FINAL DESIGN COST ESTIMATE</b>							
TASK	ASCE GRADE TITLE	PV		PIV		P/III Eng. II	Total
		Lead Eng.		Senior Engineer			
<b>C. UTILITY ENGINEERING</b>							
4055 - Prepare Utility Plans, Specifications and Estimates		8		24		40	72
<b>TOTAL PROJECT HOURS</b>		8		24		40	72
<b>AVERAGE HOURLY RATE</b>		\$65.50		\$49.33		\$37.00	
<b>TOTAL SALARIES</b>		\$524.00		\$1,183.92		\$1,480.00	\$3,187.92

Direct Salary Costs	\$3,187.92
OH Cost (127.38%)	\$4,060.77
Fixed Fee (10%)	\$724.87
<b>TOTAL BUDGET</b>	<b>\$7,973.56</b>

<b>PARSONS BRINCKERHOFF</b> <b>SAFE ROUTES TO SCHOOLS DESIGN ASSISTANCE PROGRAM</b> <b>Improvements to Stockton Street and Joseph Street Improvements, Hightstown, New Jersey</b> <b>CONSTRUCTION SUPPORT SERVICES COST ESTIMATE</b>						
TASK	ASCE GRADE TITLE	P.VII Sr. Supvg. Eng.	P.IV Senior Engineer	P.III Eng. II		Total
<b>J. CONSTRUCTION SUPPORT SERVICES</b>						
	Prepare Request for Information Responses (RFIs)	13	25	28		66
	Shop Drawing Reviews (5)	2	8	16		
	Attend (1) Pre-construction Meeting	2	8	12		
	Attend (3) Field Meetings	9	9			
<b>TOTAL PROJECT HOURS</b>						
		13	25	28		66
<b>AVERAGE HOURLY RATE 12/17/2015</b>		\$71.90	\$41.78	\$36.76		
<b>TOTAL SALARIES</b>		\$934.70	\$1,044.50	\$1,029.28		\$3,008.48

# Resolution 2016-194

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

## **AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROBBINSVILLE TOWNSHIP FOR MUNICIPAL COURT FACILITIES**

**WHEREAS**, there is a need for Municipal Court Facilities; and

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

**WHEREAS**, N.J.S.A. 2B:12-1(c) provides that "two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court;" and

**WHEREAS**, Hightstown and Robbinsville have previously entered into Shared Services Agreement(s) in order to share facilities and equipment relating to their respective municipal court operations (collectively, the "Services") in accordance with N.J.S.A. 2B:12-1(c) in order to conserve resources and to provide for a more efficient and more economically sound municipal court system, while each municipality has maintained its right to appoint its own judge, prosecutor and public defender; and

**WHEREAS**, the Parties wish to continue this arrangement for the Services for the term of January 1, 2017 to June 30, 2017, in accordance with the terms and conditions set forth in the within Agreement, effective upon the following: (1) execution of the within Agreement; and (2) approval of the Administrative Office of the Courts (hereinafter, the "AOC") and the Assignment Judge of the Superior Court of New Jersey, Mercer County Vicinage (hereinafter, the "Assignment Judge"), whichever occurs later; and

**WHEREAS**, the Governing Bodies of both Robbinsville and Hightstown find that it would be in the best interests of the Parties to continue to collectively provide for the Services under the terms and conditions in the agreement; and

**WHEREAS**, the term of the prior arrangement between the Parties shall be extended pursuant to the Agreement for an additional 6 (six) month period, commencing on January 1, 2017 and terminating on June 30, 2017; and

**WHEREAS**, the Borough's net cost under this agreement is \$12,000 for 2017 to be paid on the first of each month of the agreement, and such others fees as listed in the agreement; and

**WHEREAS** funds for this expenditure will be made available in the 2017 budget.

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

1. The Shared Services Agreement with the Township of Robbinsville for Municipal Court Facilities for a six (6) month period is hereby approved, in accordance with the provisions of N.J.S.A. 40:65-1 et seq.
2. The Mayor and Borough Clerk are hereby authorized and directed to execute the agreement for same.
3. This agreement is approved subject to the provision of adequate funds in the Borough's 2017 budget.
4. This agreement is contingent upon and subject to the approval of the AOC and the Assignment Judge.

**CERTIFICATION**

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

---

Debra L. Sopronyi  
Borough Clerk

**AGREEMENT BETWEEN THE BOROUGH OF HIGHTSTOWN  
AND THE TOWNSHIP OF ROBBINSVILLE TO  
SHARE MUNICIPAL COURT FACILITIES.**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between:

**THE BOROUGH OF HIGHTSTOWN** ("Hightstown"), a municipal corporation of the State of New Jersey, with its temporary principal offices located at 156 Bank Street, Hightstown, New Jersey 08520; and

**THE TOWNSHIP OF ROBBINSVILLE** ("Robbinsville"), a municipal corporation of the State of New Jersey, with its principal offices located at 1 Washington Blvd., 2nd Floor, Suite 6, Robbinsville, New Jersey 08691.

(Hightstown and Robbinsville will be collectively referred to herein as the "Parties").

**WITNESSETH:**

**WHEREAS**, the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1, *et seq.* (the "Act"), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

**WHEREAS**, N.J.S.A. 2B:12-1(c) provides that "two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court;" and

**WHEREAS**, Hightstown and Robbinsville have previously entered into Shared Services Agreement(s) in order to share facilities and equipment relating to their respective municipal court operations (collectively, the "Services") in accordance with N.J.S.A. 2B:12-1(c) in order to conserve resources and to provide for a more efficient and more economically sound municipal court system, while each municipality has maintained its right to appoint its own judge, prosecutor and public defender; and

**WHEREAS**, the Parties wish to continue this arrangement for the Services for the term referenced herein, in accordance with the terms and conditions set forth in the within Agreement, effective upon the following: (1) execution of the within Agreement; and (2) approval of the Administrative Office of the Courts (hereinafter, the "AOC") and the Assignment Judge of the Superior Court of New Jersey, Mercer County Vicinage (hereinafter, the "Assignment Judge"), whichever occurs later; and

**WHEREAS**, the Governing Bodies of both Robbinsville and Hightstown find that it would be in the best interests of the Parties to continue to collectively provide for the Services under the terms and conditions referenced herein.

**NOW THEREFORE**, with the foregoing Recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Robbinsville and Hightstown, intending to be legally bound, hereby agree as follows:

**1. Provision of Space within the Robbinsville Municipal Building.** Robbinsville shall provide Hightstown with space in the Robbinsville Municipal Court Building in which to conduct Hightstown's Municipal Court, and the Parties agree to share the Services referenced herein, pursuant to N.J.S.A. 2B:12-1(c), in accordance with the terms and conditions set forth herein.

A. Judge's Chambers. Each municipality recognized and understood that the area delegated as the Judge's chambers is for the sole use of the Judge of each municipality and the Court Administrator of Robbinsville. No other individual shall use that office without written approval from the Business Administrator of Robbinsville.

**2. Provision of Staff within the Robbinsville Municipal Building.**

A. Judge, Prosecutor and Municipal Public Defender. Each municipality shall appoint its own individuals to serve in these positions. If at any time during this Agreement the Parties agree to utilize the same individual(s) for any of these positions, a Resolution amending the Agreement will be adopted by both municipalities confirming the same and said amendments shall be submitted to the AOC and Assignment Judge for approval.

B. Certified Court Administrator. Each municipality shall appoint its own individuals to serve in these positions. If at any time during this Agreement the Parties agree to utilize the same individual(s) for any of these positions, a Resolution amending the Agreement will be adopted by both municipalities confirming the same and said amendments shall be submitted to the AOC and Assignment Judge for approval.

C. Deputy Court Administrator and Office Staff. Each municipality shall appoint its own individuals to serve in these positions. If at any time during this Agreement the Parties agree to utilize the same individual(s) for any of these positions, a Resolution amending the Agreement will be adopted by both municipalities confirming the same and said amendments shall be submitted to the AOC and Assignment Judge for approval.

D. Security. Each party shall be responsible for providing security for weapons screening at the entry of the courtroom prior to and during all court sessions, and for providing police security within the courtroom during all court sessions as per the approved court security plan. If at any time during this Agreement the Parties agree to utilize the same individual(s) for any of these positions, a Resolution amending the Agreement will be adopted by both municipalities confirming the same and said amendments shall be submitted to the AOC and Assignment Judge for approval.

- E. Prisoner Transportation. Hightstown shall be responsible for the transport of all persons held in custody on warrants or summons and sentencing emanating from Hightstown. Robbinsville shall permit the temporary use of custodial facilities while court is in session at a fee of \$333.00 per month.
- F. Designated Court Dates/Times. Robbinsville shall provide the use of its Court facilities to Hightstown on Wednesdays of each month, which shall include two sessions at 1:30 p.m. and two sessions at 6:00 p.m., or at such times as mutually agreed to by the Parties.

**3. Bank Accounts.** In accordance with N.J.S.A. 2B:12-1, et seq., the Parties each will maintain their own general and bail account. These accounts will be maintained according to standardized financial procedures established to process and track all monies received in the municipal courts. The Parties will receive and appropriately distribute all fines generated by all cases on their respective dockets. Robbinsville and Hightstown will maintain dedicated funds in accordance with the Parking Offenses, Adjudication Act (POAA) and Alcohol Education Rehabilitation and Enforcement (DWI) Act, which will be made available to their respective Municipal Courts.

**4. Liabilities.** Any liability associated with or concerning Robbinsville or Hightstown determined to exist prior to or after the Effective Date of this Agreement shall be the sole responsibility of the municipality which incurred such liability.

**5. Caption.** In accordance with N.J.S.A. 2B:12-1, et seq., the identities of the individual courts shall continue to be expressed in the captions of orders and process.

**6. Term.** The term of the prior arrangement between the Parties shall be extended pursuant to this Agreement for an additional 6 month period, commencing on January 1, 2017 and terminating on June 30, 2017.

**7. Consideration.**

- A. During the term of the extended 6 month period referenced herein, Hightstown shall pay to Robbinsville a monthly fee of Two Thousand Dollars (\$2,000.00) per month.
- B. Hightstown will make monthly payments to Robbinsville in the amount referenced in Section 7A above on or before the 1<sup>st</sup> of each month during the term set forth in this Agreement.

**8. Hold Harmless/Indemnification.**

- A. Hightstown shall defend, hold harmless and indemnify Robbinsville, its officers, employees and agents, from and against any and all fines, claims and losses, of whatever nature or type, arising out of or in connection with the provision of the Services under this Agreement by Robbinsville to Hightstown, to the extent permitted by law. This provision specifically excludes liability imposed under workers compensation and employment practices insurance; it being the intention of

the parties that each municipality shall be responsible for providing workers compensation benefits to its own employees and that each municipality would defend against an employment practice claim brought by its own employee. This provision shall also exclude punitive damages and damages as a result of the gross negligence or willful or wanton conduct of any Robbinsville officers, employees or agents.

- B. Each party shall notify the other if any event occurs which requires or which may require defense and/or indemnification under this Agreement. Hightstown shall provide Robbinsville with legal counsel satisfactory to Robbinsville, which consent shall not be unreasonably withheld, to defend against any such claim or proceeding which may be brought against Robbinsville [or others], its officers, employees and agents, to whom this Section applies. Hightstown shall pay, satisfy and discharge any judgment, settlement, compromise, order, or decree, which may be recovered against Robbinsville [or others], its officers, employees and agents, to whom this Section applies. This provision specifically excludes liability imposed under workers compensation and employment practices insurance; it being the intention of the parties that each municipality shall be responsible for providing workers compensation benefits to its own employees and that each municipality would defend against an employment practice claim brought by its own employee. This provision shall also exclude punitive damages and damages as a result of the gross negligence or willful or wanton conduct of any Robbinsville officers, employees or agents.

**9. Insurance.** It is recognized and understood that Robbinsville and Hightstown each participate in a Joint Insurance Fund ("JIF"). Final approval of this Agreement by the Parties is subject to each obtaining insurance coverage satisfactory to the respective JIFs. Each municipality agrees to name the other as an additional insured party on any insurance policies that it separately maintains. These policies shall include, without limitation, comprehensive general liability, automobile liability, errors and omissions and worker's compensation, with limits and deductibles as mutually agreed upon. Each municipality shall provide the other with a Certificate of Insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event that either municipality ceases to participate in a JIF, then such party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other party.

**10. Accounting.** Accounting and records maintenance for the Parties shall be the responsibility of each municipality.

**11. Personnel and Appointments; Chain of Command.**

- A. As per Section 2 above, the Parties will not share in the services of a Court Administrator, Deputy Court Administrator, office staff and security. Compensation of such personnel shall be the responsibility of each municipality, and the hiring, employment and appointment of the aforementioned positions shall be the sole responsibility of each municipality.

**12. Salaries, Wages and Benefits.** The salaries, wages and benefits of the following personnel shall be paid by the appointing municipality: Municipal Court Administrator, Deputy Municipal Court Administrator(s), Judge, Prosecutor, Assistant Prosecutor(s), Special Counsel, Public Defender, and Assistant Public Defender(s) and any other employees hired by the municipality.

**13. Communications Between the Parties.**

- A. Communications between the Municipalities regarding the provision of the Services under this Agreement shall be directed to the Administrator of the respected municipality; however, nothing contained within this paragraph shall prevent the Administrator or Mayor of either municipality from contacting their counterpart in the other municipality with information or suggestions regarding the Services provided hereunder.
- B. The Parties agree to meet at least annually to discuss the provision of the Services under this Agreement, the costs associated with the same, and any other matters that are relevant to the within Agreement.

**14. Termination.** This Agreement may be terminated at any time by Hightstown, with or without cause, on thirty (30) days advance written notice. Robbinsville may not unilaterally terminate this Agreement before its natural expiration.

**15. Notices.** All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the following designated municipal representatives:

- A. The designated municipal representative for Robbinsville is:

Township Clerk  
Township of Robbinsville  
2298 Route 33  
Robbinsville, NJ 08691

- B. The designated municipal representative for Hightstown is:

Borough Clerk  
Borough of Hightstown  
156 Bank Street  
Hightstown, NJ 08520

**16. Choice of Law.** Any dispute arising under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**17. Entire Agreement.** This Agreement sets forth the entire understanding of the Parties and cannot be changed or modified orally.

**18. Modification.** This Agreement may only be supplemented, amended or revised in writing, which has been duly authorized by the Parties and signed by the proper authorized representatives thereof.

**19. Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable, in any respect, by any court of competent jurisdiction, the rest of this Agreement shall nevertheless remain in full force and effect.

**20. AOC and Assignment Judge Approval.** The Parties acknowledge and agree that this Agreement is contingent upon and subject to the approval of the AOC and the Assignment Judge, and that the Agreement shall not become effective until such approval(s) have been received.

**21. Filing.** A copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year written above.

ATTEST:

**BOROUGH OF HIGHTSTOWN**

\_\_\_\_\_  
Debra L. Sopronyi, Municipal Clerk

\_\_\_\_\_  
Lawrence Quattrone, Mayor

ATTEST:

**TOWNSHIP OF ROBBINSVILLE**

\_\_\_\_\_  
Michele Seigfried, Municipal Clerk

\_\_\_\_\_  
David Fried, Mayor

# Resolution 2016-195

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

**AUTHORIZING TRIAD ASSOCIATES TO PREPARE AND PROCESS THE USDA  
RURAL DEVELOPMENT COMMUNITY FACILITIES PRE-APPLICATION AND  
FULL APPLICATION FOR THE CONSTRUCTION OF A NEW FIREHOUSE**

**WHEREAS**, Triad Associates, pursuant to an existing agreement for grant writing, has brought forward the USDA Rural Development Community Facilities Loan Program Application for the construction of a new firehouse for which they think it would be advantageous for the Borough to apply; and

**WHEREAS**, after reviewing the proposed loan, the Borough Council finds that it would be beneficial for the Borough to submit the USDA Rural Development Community Facilities Loan Program Application for the construction of a new firehouse; and

**WHEREAS**, the fee for the Application is not to exceed \$7,400.00; and

**WHEREAS**, the Treasurer has certified that funds for this purpose are available.

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Hightstown that Triad Associates is authorized to prepare and process the USDA Rural Development Community Facilities Loan Program Application for the construction of a new firehouse and that the Mayor is authorized to execute and the Borough Clerk to attest the appropriate paperwork necessary to implement such application.

**CERTIFICATION**

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

---

Debra L. Sopronyi  
Borough Clerk



November 3, 2016

Henry Underhill  
 Borough Administrator  
 Borough of Hightstown  
 156 Bank Street  
 Hightstown, New Jersey 08520

**RE: Authorization to Proceed – Borough of Hightstown  
 USDA Rural Development Community Facilities Pre-Application and Full Application  
 Construction of a New Fire Station**

Dear Mr. Underhill,

Please allow this letter to confirm that Borough of Hightstown has authorized TRIAD Associates to prepare and process the above referenced application as an authorized project under the existing Professional Service Agreement (FY2016 General Services Agreement).

We have agreed that for all services rendered by TRIAD in connection with the applications, including those set forth on Exhibit "A" hereto, TRIAD will be paid a total compensation of \$7,400.00 as set forth on Exhibit "B" hereto.

Please indicate your confirmation of the foregoing by signing both copies of this letter where indicated. Please retain one copy for your records and return the other signed copy for our files.

Sincerely,

Michael Zumpino, Chairman/CEO  
 MZ/mm

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**BOROUGH OF HIGHTSTOWN**

By: \_\_\_\_\_  
**Lawrence D. Quattrone, Mayor**

## EXHIBIT A

### DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated November 3, 2016 between **TRIAD ASSOCIATES** ("Consultant"), and **BOROUGH OF HIGHTSTOWN** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

**DESCRIPTION OF THE PROJECT:** USDA Rural Development Community Facilities Pre-Application and Full Application for the Construction of a new Fire Station.

**SCOPE OF SERVICES:** The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities to accomplish the following tasks:

#### Pre-Application

- Letter requesting eligibility determination, including
  - Name of entity to own, operate and construct and/or improve the proposed facility
  - Statutory authority of applicant to own, operate and construct and/or improve the proposed facility. Also, authority to become indebted, and establish taxes or other revenue to repay debt.
  - Facility to be constructed and/or improved and service area
- Copy of current financial statement
- RUS Bulletin 1780-22: Eligibility Certification
- Evaluation of capacity to access credit markets and user affordability at market rates and terms (Credit evaluation guide)
- USDA Form AD-1047: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary covered transactions
- Obtaining a Data Universal Numbering System number (DUNS), if necessary

#### Application

- Application for Federal Assistance Form SF 424, 424C, 424D
- Notice of intent to file application
- Resolution Authorizing Project
- Financial Statements or Audits and Other Credit Information
- Balance Sheet (Forms RD 442-7 & RD 442-3)
- Evidence of Legal Authority
- Organization documentation
- Project Selection Criteria Form USDA RB 1780-1
- Evidence of public participation in application process, including copy of public notice.

- Certifications
  - Certification Regarding Lobbying (Form Exhibit A)
  - Certification Regarding a Drug-Free Workplace (Form AD 1049)
  - Certification Regarding Debarment or Suspension (Form AD 1947)
- Certified list of Elected Officials

### **Financial**

- Supporting Documentation on Long Term Debt form
- Evidence that the proposed facility will be consistent with development plans

### **Professional Agreements**

- Agreement for Engineering Services (Form RD 1942-19)
- Legal Services Agreement (Form RB 1780-7)
- Bond Counsel Agreement
- Auditor Agreement

### **Engineering**

- Site Location Map
- Preliminary Engineering Report, including documentation on Health & Safety.

### **Environmental Report**

- Environmental Checklist for Categorical Exclusion (Form RD 1940-22)
- Request for Environmental Information / Attachments (Form RD 1940-20)
- Finding of No Significant Impact on the Environment (FONSI)

**DATA TO BE FURNISHED TO CONSULTANT:** The Client shall provide the Consultant information and documentation, which the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, reports or analyses, descriptions and specifications for equipment to be purchased, cost estimates and other pertinent materials.

**TIME OF PERFORMANCE:** The Application shall be completed and submitted on behalf of the Principal on or before the date stipulated by USDA.

**NOTIFICATION OF FUNDING APPROVAL/AWARD:** Principal shall provide Consultant with a copy of any notification of funding approval / award and any related documentation.

### **POST APPROVAL/IMPLEMENTATION SERVICES**

Post Approval/Implementation Services which are a part of this engagement shall be authorized to proceed by the Principal at such time that the budget has been established and funding for said services identified in the budget.

## EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated October 11, 2016 between **TRIAD ASSOCIATES** (“Consultant”), and Borough of Hightstown (“Principal”).

Principal agrees to pay the Consultant as follows:

**COMPENSATION:** Principal shall provide compensation of \$7,400.00 for services provided in accordance with Exhibit A as follows:

- \$3,200.00 – Preparation and submission of a Pre-Application for USDA Community Facilities Funding
- \$4,200.00 – Preparation and submission of a Full Application for USDA Community Facilities Funding (upon receipt of invitation from USDA Rural Development)

**METHOD OF PAYMENT:** Principal agrees to pay Consultant in accordance with the following billing schedule:

- \$3,200.00 upon submission of the Pre-Application
- \$2,100.00 upon completion of 50% of the Full Application
- \$2,100.00 upon completion and submission of the Full Application
- Principal shall pay invoices upon receipt.

**COPIES:** Consultant shall provide the appropriate number of copies of the application(s) necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) PDF copy of final application, study or final work product for the Principal’s file.

# Resolution 2016-196

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

## **ENCOURAGING MERCER COUNTY TO CONTRACT WITH COMMUNITY CHAMPIONS TO ASSIST MUNICIPALITIES WITH REQUIRED VACANT AND FORECLOSED PROPERTY REGISTRATION AND MAINTENANCE COMPLIANCE**

**WHEREAS**, per the authority of P.L. 2014, c. 35, the Borough of Hightstown adopted Ordinance 2015-10 which establishes standards for the registration and maintenance of vacant and abandoned residential properties in foreclosure by creditors; and

**WHEREAS**, a Creditor filing a summons and complaint in an action to foreclose on a Vacant and Abandoned property, or a Creditor who has previously filed a summons and complaint to foreclose on a residential property which subsequently becomes Vacant and Abandoned, shall within thirty (30) calendar days after the building becomes Vacant and Abandoned or within thirty (30) calendar days after assuming ownership of the Vacant and Abandoned property, whichever is later; or within ten (10) calendar days of receipt of notice from the Borough, and annually thereafter, file a registration statement for such Vacant and Abandoned property with the municipal clerk on forms provided by the Borough for such purposes. Any failure to receive notice from the Borough shall not constitute grounds for failing to register the Vacant and Abandoned property; and

**WHEREAS**, the Creditor shall notify the municipal clerk within thirty (30) calendar days of any change in the registration information by filing an amended registration statement on a form provided by the municipal clerk for such purpose; and

**WHEREAS**, the Borough is having great difficulty monitoring the vacant property's creditor or responsible party for property maintenance as it changes regularly without notice to the Borough; and

**WHEREAS**, Community Champions is a vacant property registration company with resources to obtain foreclosure records and track when other institutions take possession of mortgages; and

**WHEREAS**, Community Champions monitors foreclosure filings and begins the required registration process; and

**WHEREAS**, Community Champions offers proactive identification of non-compliant registrations, advanced registration and reporting capabilities, and ensures property and registration compliance; and

**WHEREAS**, Hightstown Borough finds that utilizing the services of Community Champions would be cost effective and efficient; and

**WHEREAS**, Hightstown Borough finds that the presence of unmaintained properties within the Borough reduces property values, and presents a health and safety hazard to the community; and

**WHEREAS**, Community Champions only provides their service to municipalities through a County contract such as they have with Atlantic County, Gloucester County, and Camden County; and

**WHEREAS**, the Mayor and Council of Hightstown Borough encourages Mercer County to contract with Community Champions for vacant property registrations within the municipalities within the County; and

**WHEREAS**, this contract would be beneficial in assisting municipalities with the required maintenance of vacant properties without any cost to the taxpayer as all fees are paid from the registration fees collected through the vacant property registration process.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Borough Council of the Borough of Hightstown, County of Mercer and State of New Jersey, hereby encourages Mercer County to contract with Community Champions to assist Mercer County municipalities with vacant property registrations and monitoring the changes of responsible parties for these properties.

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be sent to the Mercer County Board of Chosen Freeholders, Mercer County Administrator, and all Mercer County municipalities.

**CERTIFICATION**

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

---

Debra L. Sopronyi  
Borough Clerk

# Resolution 2016-197

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

**AUTHORIZING EXECUTION OF A DONOR AGREEMENT WITH RISE  
(FORMERLY KNOWN AS THE COMMUNITY ACTION SERVICE CENTER)**

**WHEREAS**, it is the desire of the Mayor and Council to contribute the sum of \$3,000.00 to Rise, a Community Services Partnership, for the year 2016; and

**WHEREAS**, the New Jersey Department of Human Services has been designated to administer or supervise the administration of social services programs as defined in the New Jersey State plans for social services, and requires the execution of a Donor Agreement between RISE and the Borough of Hightstown; and

**WHEREAS**, the Finance Officer has certified the availability of funds for this payment;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the Donor Agreement is hereby accepted and the Mayor is authorized to execute same.

**CERTIFICATION**

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

---

Debra L. Sopronyi  
Borough Clerk

January 29, 2016

Dear Mayor and Council:

Thank you for your continued support of Rise-a Community Service Partnership. We would appreciate once again your support in the amount of \$4,000 for 2016.

We love this community and it is our pleasure to offer quality social services to Hightstown residents.

The generosity of our local community, businesses, and large volunteer base provides a true community-stocked food pantry, as well as offering the Federal Government Program TEFAP. The Rise Food Pantry is serving over 600 families, more than ever. In 2015, we provided 357 Thanksgiving baskets. We register new families each month. The Rise Food Pantry does not turn away any individual or family.

Support from individuals is a key to the success of Rise's growth and ability to serve our community. In 2015, we 422 volunteers who gave over 4,000 hours of service to our community through Rise.

We understand the serious constraints on municipal spending at this time, but we also trust that you will recognize the urgency of supporting the work we do to help you meet the needs of the community that you serve too. Our partnership is desperately needed by your constituents, our clients, to help families overcome temporary setbacks, break the cycle of poverty, and lay a foundation for better days to come.

We are thankful for the \$4,000 dollars that the Mayor and Council appropriated for the fiscal year 2015 to help to fund a case manager's salary and anticipate the same level of funding for year 2016.

Mayor and Council, thank you for partnering with us during all of these years. We deeply appreciate that you take the time from your busy schedules to come out and support our various functions throughout the year. Township leadership sends an important message of the value of our service to the community.

**Hightstown specific outcomes: Over the course of 2015 we provided case management to 663 Hightstown residents. Case management services include providing over 300 families with food and nutrition information. Linking 45 families to food stamps and about 50 children with low cost summer enrichment program. In addition over 100 people obtained emergency assistance ranging from utilities, shelter, food and clothing. 200 families are getting a Thanksgiving Food Basket and over 500 children are registered for our holiday program.**

Thank you for your continued support and consideration,

Leslie Koppel  
Executive Director

## Donor Agreement Year 2016

**AGREEMENT** between Rise, a Community Service Partnership (the “Provider Agency”) and Borough of Hightstown (the “Donor”).

WHEREAS the New Jersey Department of Human Services (the “Department”) has been duly designated to administer or supervise the administration of social service programs, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the Provider Agency has agreed to deliver services; and

WHEREAS the Department’s policies establish that resources donated from private sources may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a cash donation to support social services:

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. Term – This agreement shall begin on January 1, 2016, and shall terminate on December 31, 2016 barring any outstanding obligations of either party.
2. Donation – During the term of this agreement the Donor agrees to make a total cash donation of \$4,000 (“Donated Resources”) to the Provider Agency.
3. Payment of Donated Resources – During the term of this agreement, Donated Resources shall be contributed to the Provider Agency as follows:
4. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 5 of this agreement, all Donated Resources contributed to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency.
5. Donor’s Restrictions – The Donor restricts the use of Donated Resources as follows:

Type of Service: Case Management Services

Service Contract Title: Rise, a Community Service Partnership

Contract Year: 2016

## Donor Agreement Year 2016

6. Provider Agency's Obligations – In consideration of the resources donated, the Provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 5 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 5 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

7. Donor's Obligation – It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 3 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 3 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.
8. Indemnification – The Donor indemnifies and holds Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.
9. Audit – The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government. The Donor understands that it is its responsibility to maintain sufficient documentation to support the Donated Resources.
10. Entire Agreement – This document contains all the terms and conditions agreed to by the Provider Agency and the Donor.

# Donor Agreement Year 2016

By: \_\_\_\_\_  
Signature of Donor's Authorized  
Representative

By: \_\_\_\_\_  
Signature of the Provider Agency's  
Authorized Representative

NAME: Larry Quattrone  
TITLE: Mayor

NAME: Leslie Koppel  
TITLE: Executive Director

DONOR: Borough of Hightstown

PROVIDER AGENCY: Rise, a Community  
Service Partnership

DONOR ADDRESS: 148 North Main Street  
Hightstown, NJ 08520\_  
PHONE NUMBER: (609) 490-5100  
DATED: \_\_\_\_\_

PROVIDER ADDRESS: 116 North Main Street  
Hightstown, NJ 08520  
PHONE NUMBER: (609) 443-4464  
DATED: \_\_\_\_\_

# Resolution 2016-198

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

## **AUTHORIZING EXECUTION OF DONOR AGREEMENT WITH BETTER BEGINNINGS CHILD DEVELOPMENT CENTER**

**WHEREAS**, it is the desire of the Mayor and Council to contribute the sum of \$8,000.00 to Better Beginnings Child Development Center for the year 2016; and

**WHEREAS**, the New Jersey Department of Human Services has been designated to administer or supervise the administration of social services programs as defined in the New Jersey State plans for social services, and requires the execution of a Donor Agreement between Better Beginnings and the Borough of Hightstown; and

**WHEREAS**, the Finance Officer has certified the availability of funds for this payment;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the Donor Agreement is hereby accepted and the Mayor is authorized to execute same.

### **CERTIFICATION**

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

---

Debra L. Sopronyi  
Borough Clerk



*A golden opportunity to make a difference in the lives of families and children*

318 North Main Street  
P.O. Box 187  
Hightstown, NJ 08520

P: 609 448-6226  
F: 609 448-6573  
www.betterbeginnings.net  
bbluzz@hotmail.com  
better\_beginnings@yahoo.com

**BOARD OF DIRECTORS**

**Dennis McClary**  
*Chairperson*

**Peggy Iucolino**  
*Vice Chairperson*

**Denise Daniels**  
*Secretary*

**Russel D'Souza**  
*Treasurer*

**Jacqueline Bodin**

**Andrew Cagliaris**

**Juan M. Cobos**

**Goutham Dindigal**

**Christopher Edenfield**

**George Hager**

**Christine Mahler**

**Milton Panama**

**Anjan Saikia**

**Brian Sforza**

**Bryan Screws**

**Amy Torres**

**Gus Siggelakis, Esq.**

**Loida Wilson**

**Warren Wilson**

**ADMINISTRATIVE STAFF**

**Luz Nereida Horta**  
*Executive Director*

**Brenda Werner**  
*Assistant Director*

**GALA COMMITTEE**

**Mercedes Colón Vargas**

**Linda Miesel**

October 20, 2016

Borough of Hightstown  
156 Bank Street  
Hightstown, NJ 08520

Dear Sir/Madam,

Enclosed is Donor Agreement for appropriation approved for calendar year 2016 in the amount of \$8,000.00.

We would greatly appreciate if the payment process can be put into place.

Our sincere thank you for the continuous support bestowed to Better Beginnings' families and children.

Please inform if additional information should be required.

Yours for Families and Children,

Luz Nereida Horta  
Executive Director

RECEIVED

OCT 21 2016

MUNICIPAL CLERK'S OFFICE

Save the Date  
May 20<sup>th</sup>, 2017

*Mayors' "Shining Star Gala"*



*Our program is proud to have earned NAEYC Accreditation – the mark of quality for early childhood education programs.*

Better Beginnings' affordable child care for income-eligible families, and its prevention program, are subsidized or provided funding by the State of New Jersey Department of Human Services Division of Family Development, the Child Adult Food Program, the Township of East Windsor, the East Windsor Municipal Alliance for the Prevention of Substance Abuse, the Borough of Hightstown, the First Presbyterian Church of Hightstown, the First Presbyterian Church of Cranbury, The Princeton Area Community Foundation, the County of Mercer, PNC Bank-Grow-up Great, Contributions, and Fundraising.

## Donor Agreement Year 2016

**AGREEMENT** between Better Beginnings Child Development Center (the “Provider Agency”) and Borough of Hightstown (the “Donor”).

WHEREAS the New Jersey Department of Human Services (the “Department”) has been duly designated to administer or supervise the administration of social service programs, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the Provider Agency has agreed to deliver services; and

WHEREAS the Department’s policies establish that resources donated from private sources may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a cash donation to support social services:

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. Term – This agreement shall begin on January 1, 2016, and shall terminate on December 31, 2016 barring any outstanding obligations of either party.
2. Donation – During the term of this agreement the Donor agrees to make a total cash donation of \$8,000.00 (“Donated Resources”) to the Provider Agency.
3. Payment of Donated Resources – During the term of this agreement, Donated Resources shall be contributed to the Provider Agency as follows:
4. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 5 of this agreement, all Donated Resources contributed to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency.
5. Donor’s Restrictions – The Donor restricts the use of Donated Resources as follows:

Type of Service: Child Care Services

Service Contract Title: Better Beginnings Child Development Center

Contract Year: 2016

## Donor Agreement Year 2016

6. Provider Agency's Obligations – In consideration of the resources donated, the Provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 5 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex (es) to the service contract specified in paragraph 5 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

7. Donor's Obligation – It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 3 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 3 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.
8. Indemnification – The Donor indemnifies and holds Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.
9. Audit – The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government. The Donor understands that it is its responsibility to maintain sufficient documentation to support the Donated Resources.
10. Entire Agreement – This document contains all the terms and conditions agreed to by the Provider Agency and the Donor.

# Donor Agreement Year 2016

By: \_\_\_\_\_  
Signature of Donor's Authorized  
Representative

By: Luz Nereida Horta  
Signature of the Provider Agency's  
Authorized Representative

NAME: Lawrence D Quattrone  
TITLE: Mayor

NAME: Luz Nereida Horta  
TITLE: Executive Director

DONOR: Borough of Hightstown\_

PROVIDER AGENCY: Better Beginnings Child  
Development Center

DONOR ADDRESS: 156 Bank Street  
Hightstown, NJ 08520\_  
PHONE NUMBER: (609) 490-5100  
DATED: \_\_\_\_\_

PROVIDER ADDRESS: 318 North Main Street  
P. O. Box 187  
Hightstown, NJ 08520  
PHONE NUMBER: (609) 448-6226  
DATED: October 20<sup>th</sup>, 2016

# Resolution 2016-199

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

## **ACCEPTING MEMBERSHIP OF EMILY A. CAPUTO IN HIGHTSTOWN ENGINE CO. NO. 1**

**WHEREAS**, Emily A. Caputo of Robbinsville, New Jersey has applied for membership in Hightstown Engine Company No. 1; and

**WHEREAS** Ms. Caputo has undergone and passed the required physical examination, and her membership application has been reviewed and approved by Fire Chief Scott Jenkins.

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

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

### **CERTIFICATION**

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

---

Debra L. Sopronyi  
Borough Clerk

# Resolution 2016-200

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

## **ACCEPTING MEMBERSHIP OF ROBERT A. LEBRUN IN HIGHTSTOWN ENGINE CO. NO. 1**

**WHEREAS**, Robert A. LeBrun of East Windsor, New Jersey has applied for membership in Hightstown Engine Company No. 1; and

**WHEREAS** Mr. LeBrun has undergone and passed the required physical examination, and her membership application has been reviewed and approved by Fire Chief Scott Jenkins.

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

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

### **CERTIFICATION**

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

---

Debra L. Sopronyi  
Borough Clerk

# Resolution 2016-201

*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 3, Lot 20, 201 Sunset Avenue, in the amount of \$234.78 due to over-estimated billings in 2016; and

**WHEREAS**, the executor, Leonard Sadowsky, 22 Derry Meeting Drive, Manalapan, New Jersey, 07726 has requested that a refund be issued for the overpayment in the amount of \$234.78; and

**WHEREAS**, the Collector has requested that said overpayment be refunded in the amount of \$234.78.

**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 \$234.78 to Leonard Sadowsky, 22 Derry Meeting Drive, Manalapan, New Jersey, 07726, 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 November 7, 2016.

---

Debra L. Sopronyi  
Borough Clerk

# Resolution 2016-202

BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY

## ADOPTING THE MERCER COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

**WHEREAS** the Borough of Hightstown, Mercer County, New Jersey, has experienced natural hazards that result in public safety hazards and damage to private and public property;

**WHEREAS** the hazard mitigation planning process set forth by the State of New Jersey and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk;

**WHEREAS** the New Jersey Office of Emergency Management is providing federal mitigation funds to support development of the mitigation plan;

**WHEREAS** a *Hazard Mitigation Plan* (HMP) has been developed by the Mitigation Steering and Planning Committees;

**WHEREAS** the *Hazard Mitigation Plan* includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

**WHEREAS** the draft plan was provided to each participating jurisdiction and was posted on the Mercer County website so as to introduce the planning concept and to solicit questions and comments; and to present the HMP and request comments, as required by law, and

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

1. The *Mercer County Multi-Jurisdictional Hazard Mitigation Plan*, as submitted to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency on **July 15, 2016** by the Mercer County Office of Emergency Management, is hereby adopted as an official plan of the Borough of Hightstown; minor revisions recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.
2. The Borough of Hightstown departments identified in the HMP are hereby directed to pursue implementation of the recommended high priority activities that are assigned to their departments.
3. Any action proposed by the HMP shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the Borough of Hightstown, and this resolution shall not be interpreted so as to mandate any such appropriations.
4. The Mercer County OEM Coordinator is designated to coordinate with other offices and shall periodically report on the activities, accomplishments, and progress, and shall prepare an annual progress report to be submitted to the Mercer County Office of Emergency Management. The status reports shall be submitted on a yearly basis by a predetermined date as agreed upon by all stakeholders.

### CERTIFICATION

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

---

Debra L. Sopronyi  
Borough Clerk

# Resolution 2016-203

BOROUGH OF HIGHTSTOWN  
 COUNTY OF MERCER  
 STATE OF NEW JERSEY

## AUTHORIZING A TRANSFER OF FUNDS IN THE 2016 BUDGET

**Whereas**, N.J.S.A. 40A:4-58 provides that the governing body may authorize a transfer of funds in the budget during the last two months of the fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the following transfers in the 2016 budget are hereby authorized:

<b>Current:</b>	<b><u>From</u></b>	<b><u>To</u></b>
<b>Group Insurance</b>		
Other Expenses	\$ 13,000.00	
<b>Liability Insurance</b>		
Other Expenses	-	6,000.00
<b>Legal Services and Costs</b>		
Other Expenses	-	7,000.00
	_____	_____
<b>TOTALS</b>	<b>\$ 13,000.00</b>	<b>\$ 13,000.00</b>

### CERTIFICATION

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

\_\_\_\_\_  
 Debra L. Sopronyi  
 Borough Clerk

Borough of Hightstown  
Budget Transfers 11/07/16 meeting

	<u>From</u>	<u>To</u>
Group Insurance Other Expenses	13,000.00	Expenses less than projected
Liability Insurance Other Expenses		6,000.00 Flood Insurance policy
Legal Services and Costs Other Expenses		7,000.00 Projected Expenses
	<hr/> 13,000.00	13,000.00

## ISSUER COMMENT

14 October 2016

### RATING

#### General Obligation (or GO Related)<sup>1</sup>

A1 No Outlook

### Contacts

Chris Salcedo 212-553-3761  
 Associate Analyst  
 chris.salcedo@moody's.com

Orlie Prince 212-553-7738  
 Senior Credit Officer  
 orlie.prince@moody's.com

## Borough of Hightstown, NJ

### Annual Comment on Hightstown

#### Issuer Profile

The borough of Hightstown is located in Mercer County in central New Jersey, approximately 10 miles northeast of Trenton. Mercer County has a population of 371,537 and a population density of 1,655 people per square mile. The county's per capita personal income is \$59,875 (1st quartile) and the May 2016 unemployment rate was 4.1% (2nd quartile).<sup>2</sup> The largest industry sectors that drive the local economy are professional/scientific/technical services, health services, and state government.

#### Credit Overview

Hightstown has a stable credit position. Its A1 rating is slightly under the US city median of Aa3. The rating reflects a strong financial position, a limited tax base with a strong socioeconomic profile, and elevated debt and pension burdens.

**Finances:** The borough has a robust financial position, which is a notable strength when compared with the assigned rating of A1. Available fund balance as a percent of operating revenues (33.3%) is healthy and roughly equivalent to the US median. Furthermore, Hightstown's net cash balance as a percent of revenues (38.4%) is on par with other Moody's-rated cities nationwide and saw an impressive increase between 2011 and 2014. Moody's makes certain adjustments to New Jersey local governments' fund balances to include receivables and reserves that would be eligible to be included in fund balance under GAAP accounting but are excluded as a result of state statutory accounting regulations.

**Economy and Tax Base:** Overall, the economy and tax base of the borough are solid and are consistent with its A1 rating. The median family income equates to a healthy 126.8% of the US level while full value per capita (\$74,813) approximates the US median. However, total full value (\$416 million) is much smaller than other Moody's-rated cities nationwide and decreased markedly from 2011 to 2014.

**Debt and Pensions:** The borough has somewhat elevated debt and pension liabilities. Hightstown's net direct debt to full value (3.0%) is above the US median. Similarly, Moody's-adjusted net pension liability to operating revenues (1.9x) is higher than the US median.

**Management and Governance:** The ability to generate balanced financial operations exhibits good financial management. In this instance, Hightstown's operations were approximately break-even whereas the tax base generally decreased.

New Jersey cities have an institutional framework score <sup>3</sup> of "Aa," or strong. Revenues are moderately predictable and mostly consist of property taxes; however, cities are required to make county and school district tax levies whole in the event of tax appeals. Revenue-raising

ability is moderate as cities are constrained by a 2% cap on the property tax levy. Cities can raise the levy above the cap for debt service, pensions and certain qualified expenses. Expenditures, which primarily consist of personnel and public safety, are highly predictable given a 2% arbitration award cap for disputes with police and fire employees. Cities have a moderate ability to adjust costs given the presence of collective bargaining and high fixed costs.

### Sector Trends - New Jersey Cities

New Jersey cities remain stable given improved financial management practices and highly predictable expenditures under the state-wide arbitration award cap. Most cities have implemented more frequent revaluation processes that limit tax appeals and an improving housing market reduces the risk in the first place. While the expanding state economy lags the nation, regions within close proximity of New York City will continue to benefit from the spill-over effect of residential and commercial development. Large cities with weak economic profiles and a high dependence on state aid remain vulnerable.

Exhibit 1

#### Key Indicators<sup>4 5</sup>

Hightstown, NJ

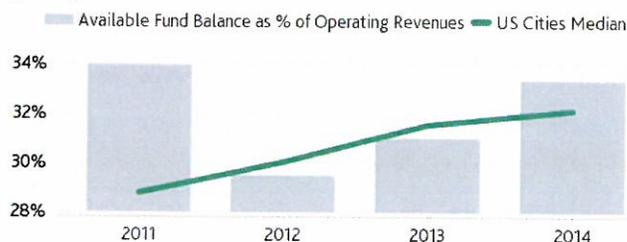
	2011	2012	2013	2014	US Median	Credit Trend
<b>Economy / Tax Base</b>						
Total Full Value	\$489M	\$450M	\$423M	\$416M	\$1,722M	Weakened
Full Value Per Capita	\$89,301	\$81,684	\$76,302	\$74,813	\$85,195	Weakened
Median Family Income (% of US Median)	134.8%	106.6%	126.1%	126.8%	115.2%	Weakened
<b>Finances</b>						
Available Fund Balance as % of Operating Revenues	34.0%	29.5%	31.0%	33.3%	32.1%	Stable
Net Cash Balance as % of Operating Revenues	12.2%	30.4%	32.2%	38.4%	34.4%	Improved
<b>Debt / Pensions</b>						
Net Direct Debt / Full Value	0.93%	3.0%	2.1%	3.0%	1.2%	Weakened
Net Direct Debt / Operating Revenues	0.75x	2.02x	1.35x	2.01x	0.94x	Weakened
Moody's-adjusted Net Pension Liability (3-yr average) to Full Value	N / A	2.3%	2.6%	2.8%	1.7%	Weakened
Moody's-adjusted Net Pension Liability (3-yr average) to Operating Revenues	N / A	1.53x	1.68x	1.89x	1.35x	Stable

Source: Moody's

Exhibit 2

#### Available fund balance as a percent of operating revenues decreased slightly from 2011 to 2014

##### Available Fund Balance as a Percent of Operating Revenues

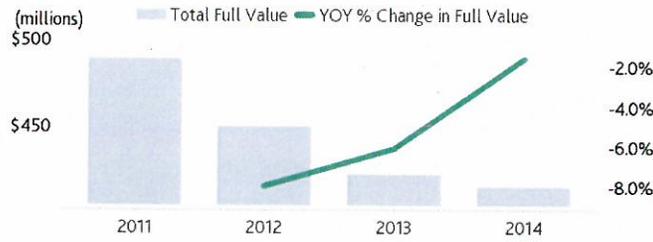


Source: Issuer financial statements; Moody's

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Exhibit 3

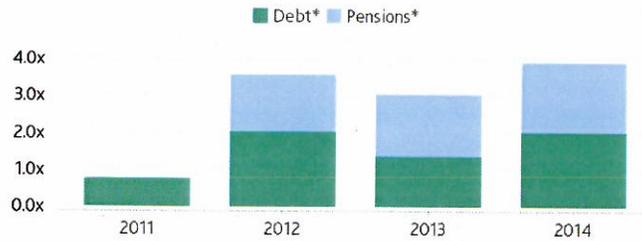
**Total full value decreased between 2011 and 2014**  
**Total Full Value**



Source: Issuer financial statements; Government data sources; Offering statements; Moody's

Exhibit 4

**Moody's-adjusted net pension liability to operating revenues grew from 2011 to 2014**  
**Net Direct Debt and Adjusted Net Pension Liability / Operating Revenues**



\*Debt is represented as Net Direct Debt / Operating Revenues. Net Direct Debt is defined as gross debt minus self supporting debt. Pensions are represented as ANPL / Operating Revenues. ANPL is defined as the average of Moody's-adjusted Net Pension Liability in each of the past three years.  
 Source: Issuer financial statements; Government data sources; Offering statements; Moody's

## Endnotes

- 1 The rating referenced in this report is the government's General Obligation (GO) rating or its highest public rating that is GO-related. A GO bond is generally a security backed by the full faith and credit pledge and total taxing power of the local government. See [Local Government GO Pledges Vary Across States](#) for more details. GO-related ratings include issuer ratings, which are GO-equivalent ratings for governments that do not issue GO debt. GO-related ratings also include ratings on other securities that are notched or otherwise related to what the government's GO rating would be, such as annual appropriation, lease revenue, non-ad valorem, and moral obligation debt. The referenced ratings reflect the government's underlying credit quality without regard to state guarantee or enhancement programs or bond insurance.
- 2 The per capita personal income data and unemployment data for all counties in the US census are allocated to quartiles. The quartiles are ordered from strongest-to-weakest from a credit perspective: the highest per capita personal income quartile is first quartile, and the lowest unemployment rate is first quartile. The first quartile consists of the top 25% of observations in the dataset, the second quartile consists of the next 25%, and so on. The median per capita personal income for US counties is \$46,049 for 2014. The median unemployment rate for US counties is 4.7% for May 2016.
- 3 The institutional framework score measures a municipality's legal ability to match revenues with expenditures based on its constitutionally and legislatively conferred powers and responsibilities. See [US Local Government General Obligation Debt \(January 2014\)](#) for more details.
- 4 For definitions of the metrics in the Key Indicators Table, see [US Local Government General Obligation Methodology and Scorecard User Guide \(July 2014\)](#). The population figure used in the Full Value Per Capita ratio is the most recently available, most often sourced from either the US Census or the American Community Survey. Similarly, the Median Family Income data reported as of 2012 and later is always the most recently available data and is sourced from the American Community Survey. The Median Family Income data prior to 2012 is sourced from the 2010 US Census. The Full Value figure used in the Net Direct Debt and Moody's-adjusted Net Pension Liability (3-year average ANPL) ratios is matched to the same year as audited financial data, or if not available, lags by one or two years. Certain state-specific rules also apply to Full Value. For example, in California and Washington, assessed value is the best available proxy for Full Value. Certain state-specific rules also apply to individual data points and ratios. Moody's makes adjustments to New Jersey local governments' reported financial statements to make it more comparable to GAAP. Additionally, Moody's ANPLs reflect analyst adjustments, if any, for pension contribution support from non-operating funds and self-supporting enterprises. Many local government pension liabilities are associated with its participation in the statewide multiple-employer cost-sharing plans. Metrics represented as N/A indicate the data were not available at the time of publication.
- 5 The medians come from our most recently published local government medians report, [Medians – Growing Tax Bases and Stable Fund Balances Support Sector's Stability \(March 2016\)](#). The medians conform to our US Local Government General Obligation Debt rating methodology published in January 2014. As such, the medians presented here are based on the key metrics outlined in the methodology and the associated scorecard. The appendix of this report provides additional metrics broken out by sector, rating category, and population. We use data from a variety of sources to calculate the medians, many of which have differing reporting schedules. Whenever possible, we calculated these medians using available data for fiscal year 2014. However, there are some exceptions. Population data is based on the 2010 Census and Median Family Income is derived from the 2012 American Community Survey. Medians for some rating levels are based on relatively small sample sizes. These medians, therefore, may be subject to potentially substantial year-over-year variation. Our ratings reflect our forward looking opinion derived from forecasts of financial performance and qualitative factors, as opposed to strictly historical quantitative data used for the medians. Our expectation of future performance combined with the relative importance of certain metrics on individual local government ratings account for the range of values that can be found within each rating category. Median data for prior years published in this report may not match last year's publication due to data refinement and changes in the sample sets used, as well as rating changes, initial ratings, and rating withdrawals.

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REPORT NUMBER 1039763

County	Municipality	LD	CD	moodys2012	moodys2013	moodys2014
Hunterdon	Lebanon Twp	23	7	-	-	-
Hunterdon	Milford	23	7	-	-	-
Hunterdon	Raritan Twp	16	7	Aa2	Aa2	Aa2
Hunterdon	Readington	16	7	Aa1	Aa1	Aa1
Hunterdon	Stockton	16	7	-	-	-
Hunterdon	Tewksbury	23	7	Aa1	Aa1	Aa1
Hunterdon	Union Twp	23	7	A1	A1	A1
Hunterdon	West Amwell	15	7	A1	A1	A1
Mercer	East Windsor	14	12	A2	A2	-
Mercer	Ewing	15	12	Aa3	Aa3	A2
Mercer	Hamilton	14	4	A1	A1	Aa3
Mercer	Hightstown	14	12	A1	A1	A1
Mercer	Hopewell	15	12	-	-	A1
Mercer	Hopewell Twp	15	12	Aa1	Aa1	Aa1
Mercer	Lawrence	15	12	Aa3	Aa3	Aa3
Mercer	Pennington	15	12	Aa2	Aa2	Aa2
Mercer	Princeton (as of 1/1/2013)	16	12	-	Aaa	Aaa
Mercer	Princeton (prior to 2013)	15	12	Aa1	-	-
Mercer	Princeton Twp (prior to 2013)	16	12	Aaa	-	-
Mercer	Robbinsville	14	4	Aa2	Aa2	Aa2
Mercer	Trenton	15	12	A3	A3	Baa1
Mercer	West Windsor	15	12	Aa1	Aa1	Aa1
Middlesex	Carteret	19	6	A1	A1	A1
Middlesex	Cranbury	14	12	Aa2	Aa2	Aa2
Middlesex	Dunellen	22	12	-	-	-
Middlesex	East Brunswick	18	12	Aa1	Aa1	Aa1
Middlesex	Edison	18	6	Aa2	Aa2	Aa2
Middlesex	Helmetta	18	12	-	-	-
Middlesex	Highland Park	18	6	Aa3	Aa3	Aa3
Middlesex	Jamesburg	14	12	-	-	-
Middlesex	Metuchen	18	6	Aa2	Aa2	Aa2
Middlesex	Middlesex Borough	22	12	Aa3	Aa3	-
Middlesex	Milltown	17	12	A1	A1	-
Middlesex	Monroe	14	12	Aa2	Aa2	Aa2
Middlesex	New Brunswick	17	6	A2	A2	A2
Middlesex	North Brunswick	17	12	Aa2	Aa2	Aa2
Middlesex	Old Bridge	12	6, 12	Aa2	Aa2	Aa2
Middlesex	Perth Amboy	19	6	Baa1	Baa1	A3
Middlesex	Piscataway	17	6	Aa2	Aa2	Aa2
Middlesex	Plainsboro	14	12	Aa1	Aa1	Aa1
Middlesex	Sayreville	19	6	Aa3	Aa3	Aa3
Middlesex	South Amboy	19	6	A3	A3	A3
Middlesex	South Brunswick	16	12	Aa1	Aa1	Aa3
Middlesex	South Plainfield	18	6	Aa2	Aa2	Aa2
Middlesex	South River	18	12	A1	A1	A1
Middlesex	Spotswood	14	12	Aa3	Aa3	Aa3