

**Meeting Minutes  
Hightstown Borough Council  
June 19, 2017  
7:00 p.m.**

The meeting was called to order by Mayor Quattrone at 7:02 p.m. and he read the Open Public Meetings Act statement which stated, "Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was sent to the *Trenton Times* and the *Windsor-Hights Herald*, and is posted in the Borough Clerk's office."

The flag salute followed Roll Call.

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

Also in attendance: Debra Sopronyi Borough Clerk/Administrator; George Lang, CFO; and Fred Raffetto, Borough Attorney.

**EXECUTIVE SESSION**

**Resolution 2017-118 Authorizing a Meeting that Excludes the Public**

Councilmember Bluth moved Resolution 2017-118; Councilmember Montferrat seconded.

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

Councilmember Misiura requested that the resolution be corrected to include the subject of Litigation – Krupa to the resolution; Councilmember Montferrat seconded.

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

Resolution adopted as amended 3-0.

Resolution 2017-118  
*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

**AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on June 19, 2017 at 7:00pm 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 – Affordable Housing (Habitat)  
Municipal Facilities

Litigation – Krupa

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public: September 19, 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.

Councilmember Kurs arrived during executive session and is now present. Carmela Roberts, Borough Engineer, arrived at this time and is now present.

The Flag Salute followed roll call.

**APPROVAL OF AGENDA**

Councilmember Misiura requested that resolution 2017-122 be removed from the consent agenda to be voted on individually. Councilmember Bluth requested that resolution 2017-128 be added to the agenda under resolutions.

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

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

Agenda approved as amended 4-0.

**APPROVAL OF MINUTES**

Councilmember Kurs moved the June 5, 2017 Executive Session minutes for approval; Councilmember Montferrat seconded.

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

Minutes approved 4-0.

Councilmember Bluth moved the June 5, 2017 Public Session minutes for approval; Councilmember Montferrat seconded.

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

Minutes approved 4-0.

**PARKS & RECREATION COMMISSION IMPROVEMENT PLAN PRESENTATION**

Stacey Judge, Chair of the Hightstown Borough Parks & Recreation Commission, presented a power point to Council in which she reminded Council and the public of the various upcoming events including Fun Fridays, Friday Night Swims, the Theater in the Park Program, and the Tenth Annual Triathlon to be held on September 10, 2017.

She then advised that the Parks & Recreation Commission feels there is an immediate need to improve Dawes Park. She reviewed the need to re-surface the basketball court, noting that with the re-surfacing, they will be slightly expanding the size of the court to provide for two courts in the park. As the present basketball court is used frequently, adding the second court will provide for more opportunity for additional children to play basketball at the park.

Ms. Judge then reviewed the plan to add “skateable art” to the landscape in Dawes Park. This project will include ramps for bicycles, skateboards, and roller blades, with a height of three to four feet at the highest points. The expansion of the basketball courts will provide the base for the “skateable art”, and the funds from the skate park trust can be used for this portion of the project. She noted that the Borough’s insurance does not require the area to be fenced or on-site supervision; but they do require that rules be posted requiring adult supervision and the use of helmets and other required safety gear.

Stacey then advised Council about a new program in which pianos are donated, decorated, and placed in various parks in town for people to sit down and play. She stated that the Parks & Recreation Commission will work with the Cultural Arts Commission to get the pianos decorated prior to placement. This has become very popular throughout the country and will be an asset to the Borough. It is planned that one of the pianos be placed in the gazebo at Association Park; this will permit its use by the Shakespeare in the Park program, and the other in Memorial Park; the pianos will be in place May through October.

Council commented that they find the ideas great and support them; but suggested that she meet with the Environmental Commission to assure compliance when expanding the basketball court and installing the skateable art. Council then thanked Ms. Judge for a great presentation.

## **ENGINEERING ITEMS**

### **NJDOT Grant – Maple and Sunset**

The Borough has received a NJDOT Grant in the amount of \$225,000. The original project plan was for milling, overlay, repair, curb and sidewalk improvements with a cost of \$459,000.00. The Borough Engineer reviewed the project and suggested providing for alternates for the sidewalk and curbs in the bid specifications so that Council can decide whether they want to include them in the award of the contract. She also noted that drainage is an issue that needs to be addressed, and it is unknown what is under the pavement in this area.

There was discussion regarding the age of the infrastructure in the area, paving, drainage, and the alternates. Council decided that paving and drainage shall be part of the main bid, with all other items being listed as alternates.

## **PUBLIC COMMENT I**

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

**Doug Mair, 536 South Main Street** – Noted that he believes the depth of the pavement in the area discussed to be about 3 inches deep; commented that the appointment of the Administrator is in the consent agenda, and he believes it should be voted on separately; noted that he supports the Council’s appointment of Mrs. Sopronyi as the Borough Administrator.

**Scott Caster, 12 Clover Lane** – commented that while he supports the Administrator appointment, he believes it should be full time; thanked Council for a nice budget and noted that he has a problem with the tax exempt property issue in town; commented that Main Street and taxi parking needs to be enforced; commented that the presentation was great.

**Jerry Foster, 15 Suffolk Lane, West Windsor** – commented that he does bike safety and asked the Borough not support the bike bill, noting that the Borough should encourage bicycling and not force cyclists into the street.

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

## **ORDINANCES**

**2017-07 First Reading and Introduction** – Amending Chapter 7 of the *Revised General Ordinances of the Borough of Hightstown*, Regarding Parking Regulations in Municipal Parking Lots

Councilmember Kurs moved Ordinance 2017-07 for introduction; Councilmember Montferrat seconded. Discussion ensued regarding the revised fee for the permit and fine associated with non-compliance. Councilmembers Montferrat, Misiura, and Kurs support the ordinance; Councilmember Bluth supports the parking changes in the ordinance, but he does not agree with the increased fee for the permit. Roll Call Vote: Councilmembers Kurs, Misiura, and Montferrat voted yes; Councilmember Bluth voted no.

Ordinance Introduced 3-1, public hearing to be held on July 17, 2017.

### **ORDINANCE 2017-07**

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

#### **AMENDING CHAPTER 7, ENTITLED “TRAFFIC”, OF THE *REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN*, REGARDING PARKING REGULATIONS IN MUNICIPAL PARKING LOTS**

**WHEREAS**, Business owners in downtown Hightstown have expressed concern about inefficiencies in the Stockton Street Parking Lot; and

**WHEREAS**, the Chief of Police has reviewed the situation with the Council Liaison to Downtown Hightstown; and

**WHEREAS**, it has been determined that there are many underutilized permit parking spaces resulting in fewer customer parking spaces; and

**WHEREAS**, consolidating as many permit spaces as possible together in upper Lot “E” will free up spaces in Lot “B” for transient customers; and

**WHEREAS**, it is the desire of the Mayor and Council to amend the Revised General Ordinances of the Borough of Hightstown to implement these changes.

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

1. Section 1. Subsection 7-37-1, “Regulation for the Movement and the Parking of Traffic on Municipal Property and Board of Education Property is hereby amended as follows(deletions in strikeout text, additions underlined):

Paragraph (d). “Permit Parking,” is hereby amended as follows:

#### **d. Permit Parking.**

No person shall park a vehicle at the below-described locations unless said vehicle shall have a valid permit

displayed. Said permit shall have been issued in accordance with the provisions of Section 7-37.1(h) herein.

Name of Street	Sides	Hours	Location
Stockton Street lot – Lot “E”	South	All	As indicated on the site plan
Stockton Street lot – Lot “B”	<del>South</del> North	All	<u>As indicated on the revised site plan</u>

Paragraph (m). “Permits, Qualification, Issuance”, is hereby amended as follows:

m. **Permits; Qualification; Issuance.**

A person seeking issuance of a parking permit for the Stockton Street lot shall file an application with the Borough Clerk on forms provided by the Borough Clerk.

1. *Qualification.* Permits shall be issued only to:

- a. Residents of Block 33 and residents of those lots situated in Block 23 which border Main Street.
- b. Owners of businesses located in Block 33 and in those lots situated in Block 23 which border Main Street.
- c. Employees of businesses located in Block 33 and in those lots situated in Block 23 which border Main Street.
- d. Owners of businesses located in Block 21.01 which have no onsite parking.
- e. Employees of businesses located in Block 21.01 which have no onsite parking.
- f. Residents of Block 21.01 which have no onsite parking.
- g. Owners of businesses located in Block 54.
- h. Employees of businesses located in Block 54.

Proof of eligibility shall be provided at the time of application, and shall consist of: for residents, a valid New Jersey driver’s license showing address of residence; and for business owners or employees, a notarized statement by the business owner, on forms supplied by the Borough Clerk, attesting to eligibility of applicant. Owners and employees of industrial businesses shall not be eligible to obtain parking permits under this subsection.

Permits issued to owners or employees of businesses located in Block 54 shall be valid only in the permit parking area leased by the Borough, located at 105 South Main Street, and shall not be valid in the Stockton Street municipal parking lot.

2. *Permit Period.* Permits issued shall cover the period from the date of issuance through the following June 30, ~~except that no permits issued shall expire before June 30, 2003.~~

3. *Contents.* The application shall contain the following information:

- a. The name, address and day and evening telephone numbers of the applicant.
- b. Proof of eligibility as detailed herein.

If, while the application is pending or during the term of any permit granted thereunder, there is any change that would alter the information given in the application, the applicant shall notify the Borough Clerk, in writing, within twenty-four (24) hours after such change.

4. *Fee.* The fee for parking permits in the Stockton Street lot shall be ~~seventy-five (\$75.00)~~ one hundred (\$100.00) dollars per permit period and shall be paid at the filing of the application. Such fee shall be prorated on a monthly basis if application is made after the first month of the permit period and the monthly rate shall be charged for each month or partial month remaining in the permit period.

5. *Regulation.* The issued permit shall be conspicuously displayed in the vehicle, at the time of use of the appropriate parking lot. If the parking permit is not conspicuously displayed, the vehicle owner shall be found in violation of this ordinance.

Paragraph (o). "Penalties"," is hereby amended as follows:

**o. Penalties.**

Unless another penalty is expressly provided for by New Jersey statute, every person convicted of a violation of this Ordinance or any supplement thereto shall be liable to a penalty of not more than ~~one~~ two hundred dollars (\$~~1~~200.00) or imprisonment for a term not exceeding fifteen (15) days, or both.

(Ord. No. 2002-03; Ord. No. 2003-20; Ord. No. 2003-24; Ord. No. 2004-24; Ord. No. 2006-04; Ord. No. 2006-12; Ord. No. 2006-26; Ord. No. 2008-03; Ord. No. 2008-20; Ord. No. 2015-08)

Section 2. This Ordinance shall become effective immediately upon final passage and publication in accordance with the law.

Section 3. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

**2017-08 First Reading and Introduction** – An Ordinance Amending Certain Salary Ranges of Officers and Employees of the Borough of Hightstown and Establishing the Title and Salary Range of Deputy Chief Finance Officer

Councilmember Bluth moved Ordinance 2017-08 for introduction; Councilmember Montferrat seconded.

The Borough Administrator explained the need for this ordinance.

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

Ordinance Introduced 4-0, public hearing to be held on July 17, 2017.

Ordinance 2017-08

*BOROUGH OF HIGHTSTOWN*

*COUNTY OF MERCER  
STATE OF NEW JERSEY*

**AN ORDINANCE AMENDING CERTAIN SALARY RANGES OF OFFICERS AND  
EMPLOYEES OF THE BOROUGH OF HIGHTSTOWN AND ESTABLISHING THE TITLE  
AND SALARY RANGE OF DEPUTY CHIEF FINANCE OFFICER**

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

**Section 1.** The following official employment designation is hereby confirmed and the rate of compensation of this officer of the Borough of Hightstown, excluding longevity, whose compensation shall be on an annual basis, is:

	<b>RANGING FROM:</b>	<b>TO:</b>
Deputy Finance Officer	\$10,000.00	\$25,000.00

**Section 2.** The following official employment designations and the rate of compensation of the following officers and employees of the Borough of Hightstown, excluding longevity, whose compensation shall be on an annual basis, is hereby amended to:

	<b>RANGING FROM:</b>	<b>TO:</b>
Borough Administrator	\$30,000.00	\$90,000.00
Deputy Tax/Water/Sewer Collector	\$10,000.00	\$60,000.00

**Section 3.** The following official employment designations and the rate of compensation of the following officers and employees of the Borough of Hightstown, excluding longevity, whose compensation shall be on an hourly basis, is hereby amended to:

	<b>RANGING FROM:</b>	<b>TO:</b>
Public Works Foreman	\$17.00	\$40.00
Public Works Heavy Equipment Operator	\$16.00	\$40.00

**Section 4.** This Ordinance shall take effect after final passage and publication as provided by law, but the range of compensation herein provided shall be effective July 1, 2017.

**Section 5.** The salary range established in this ordinance supersede any established for the same positions in previous salary ordinances, and will remain in effect until changed by the adoption of a new or amending Salary Ordinance.

**BUDGET 2017**

**Resolution 2017- 106 Self Examination of Budget**

Councilmember Kurs moved Resolution 2017-106; Councilmember Bluth seconded.

George Lang, CFO, gave an explanation of this resolution.

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

Resolution adopted 4-0.

Resolution 2017-106

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

**SELF-EXAMINATION BUDGET RESOLUTION**

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

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

**WHEREAS**, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the Borough of Hightstown has been declared eligible to participate in the program by the Division of Local government Services, and the Chief Financial officer has determined that the local government meets the necessary conditions to participate in the program for the 2017 budget year.

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

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
  - a. Payment of interest and debt redemption charges
  - b. Deferred charges and statutory expenditures
  - c. Cash deficit of preceding year
  - d. Reserve for uncollected taxes
  - e. Other reserves and non-disbursement items
  - f. Any inclusions of amounts required for school purposes.
2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).
3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
4. That pursuant to the Local Budget Law:
  - a. All estimates of revenue are reasonable, accurate and correctly stated,
  - b. Items of appropriation are properly set forth
  - c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.



5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.

6. That all other applicable statutory requirements have been fulfilled.

**BE IT FURTHER RESOLVED** that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

#### **Public Hearing for the Budget Amendment**

At this time Mayor Quattrone opened the Public Hearing for the Budget Amendment and the following individuals spoke:

**Doug Mair, 536 South Main Street** – commented that the amendment is due to a wrongful firing and the settlement should be applied to surplus; the Borough won its stay in the case today so the amendment should be withdrawn. He then spoke regarding capital improvements, bonding, and tax exempt properties.

**Scott Caster, 12 Clover Lane** – commented that salaries in litigation should be held in trust funds in the budget; he can't believe the legal budget covers all attorney fees.

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

#### **Resolution 2017- 108 Adopting the 2017 Budget**

Councilmember Bluth moved Resolution 2017-108 for adoption of the 2017 budget; Councilmember Kurs seconded.

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

2017 Budget adopted 4-0.

#### **RESOLUTIONS**

##### **Resolution 2017-119 Authorizing Payment of Bills**

Councilmember Bluth moved Resolution 2017-119; Councilmember Kurs seconded.

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

Resolution adopted 4-0.

Resolution 2017-119

*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 \$131,541.88 from the following accounts:

Current		\$56,040.95
W/S Operating		68,473.93
General Capital		1,750.25
Water/Sewer Capital		2,359.50
Grant		0.00
Trust		2,694.00
Housing Trust		0.00
Animal Control		57.50
Law Enforcement Trust		0.00
Housing Rehab Loans		0.00
Unemployment Trust		0.00
Escrow		<u>165.75</u>
Total		<u>\$131,541.88</u>

**Resolution 2017-120 A Municipal Concurrence to Change Parking Limits on Certain Streets within the Borough**

Councilmember Bluth moved Resolution 2017-120 amending the location for the second item to read “67 feet easterly therefrom”; Councilmember Montferrat seconded.

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

Resolution adopted as amended 4-0.

Resolution 2017-120  
*BOROUGH OF HIGHTSTOWN*  
*COUNTY OF MERCER*  
*STATE OF NEW JERSEY*

**A MUNICIPAL CONCURRENCE TO CHANGE PARKING LIMITS ON CERTAIN  
STREETS WITHIN THE BOROUGH**

**WHEREAS**, the Borough of Hightstown desires to amend the parking time limit on Main Street/Mercer Street (Route NJ 33) from two (2) hours to one (1) hour; and

**WHEREAS**, the New Jersey Department of Transportation (NJDOT) has conducted a field investigation and has determined that the amendment can be recommended for approval; and

**WHEREAS**, based on this investigation NJDOT advised by letter dated June 5, 2017 that the requested amendment to parking time limits may be approved by a Traffic Regulation Order (TRO); and

**WHEREAS**, the Hightstown Borough Council has reviewed and concurs with the recommendations provided by the New Jersey Department of Transportation; and

**WHEREAS**, once final approval is received, the Hightstown Borough Council shall adopt an ordinance pertaining the following:

#### **PARKING TIME LIMIT ON CERTAIN STREETS**

No person shall park a vehicle for longer than the time limit between the hours listed on any day (including public holidays) upon any of the streets or parts of streets described:

<u>Name of Street</u>	<u>Direction/Side</u>	<u>Time Limit</u>	<u>Hours</u>	<u>Location</u>
Route NJ 33 (Mercer Street/Main Street)	Westbound	1 hour	7:00 a.m. to 7:00 p.m.	Beginning at a point 38 feet west of the westerly curblime of Stockton St. and extending to a point 220 feet westerly therefrom
Route NJ 33 (Mercer Street/Main Street)	Westbound	1 hour	7:00 a.m. to 7:00 p.m.	Beginning at a point 58 feet east of the easterly curb lime of Rogers Avenue. And extending to a point 67 feet easterly therefrom
Route NJ 33 (Mercer Street/Main Street)	Westbound	1 hour	7:00 a.m. to 7:00 p.m.	Beginning at a point 57 feet west of the westerly curb line of Rogers Avenue and extending to a point 306 feet westerly therefrom

All former traffic resolutions/ordinances or parts of resolutions/ordinances in conflict with or inconsistent with the provisions of this resolution are hereby repealed; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Hightstown, County of Mercer, State of New Jersey, hereby concurs with the recommendations contained herein and shall adopt an ordinance stating the same.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to New Jersey Department of Transportation.

#### **Resolution 2017-128 Authorizing an Amendment to the Agreement Between the Borough of Hightstown and Habitat for Humanity Millstone Basin Affiliate for the Provision of Affordable Housing Trust Funds in Order to Assist with the Construction of New Affordable Housing Units Within the Borough**

Councilmember Bluth moved Resolution 2017-128; Councilmember Misiura seconded.

The Borough Attorney explained that this resolution amends the agreement with Habitat for Affordable Housing units. He then explained that it changes the payments to Habitat so they can enclose a unit to work on in the winter months.

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

Resolution adopted 4-0.

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

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE  
BOROUGH OF HIGHTSTOWN AND HABITAT FOR HUMANITY MILLSTONE BASIN  
AFFILIATE FOR THE PROVISION OF AFFORDABLE HOUSING TRUST FUNDS IN ORDER TO  
ASSIST WITH THE CONSTRUCTION OF NEW AFFORDABLE HOUSING UNITS WITHIN THE  
BOROUGH.**

**WHEREAS**, on August 6, 2012, the Hightstown Borough Council adopted Resolution 2012-201, which authorized the Borough of Hightstown (the “Borough”) to enter into an Agreement with Habitat for Humanity Millstone Basin Affiliate (“Habitat”), whereby the Borough agreed to provide funding to Habitat from the Borough’s Affordable Housing Trust Fund in order to assist Habitat with the construction of two (2) new affordable housing units within the Borough; and

**WHEREAS**, the said affordable housing units will assist the Borough to comply with its Third Round affordable housing obligation(s); and

**WHEREAS**, the Affordable Housing Agreement (the “Agreement”) authorized by Resolution 2012-201 was executed by the parties on August 13, 2012; and,

**WHEREAS**, a copy of the above-referenced Resolution and Agreement are attached hereto as Exhibits “A” and “B,” respectively; and

**WHEREAS**, pursuant to the Agreement, the Borough’s contribution of the \$200,000.00 (Two Hundred Thousand and 00/100 Dollars) sum is intended to operate as a subsidy in order to facilitate the construction of the above-referenced two (2) affordable units (which shall be single-family duplex type units) as part of a development project to be constructed on South Academy Street, more specifically located at Block 40, Lots 22, 23 and 24 on the Borough’s Official Tax Map; and

**WHEREAS**, as per Paragraph V of the Agreement, the Borough’s subsidy was to be made in four (4) partial disbursements in the amount of \$50,000.00 (Fifty Thousand and 00/100 Dollars) each, payable at specified intervals of completion, with each disbursement representing twenty-five percent (25%) of the total subsidy; and

**WHEREAS**, thus far, the Borough has made the first two (2) installment disbursements, such that fifty percent (50%) of the total overall funding, or \$100,000.00 (One Hundred Thousand and 00/100 Dollars), has already been provided to Habitat; and

**WHEREAS**, pursuant to Paragraph V of the Agreement, the next (or third) installment payment of \$50,000.00 (Fifty Thousand and 00/100 Dollars) shall be due “at the time that the building is fully enclosed, with windows and doors installed;” and

**WHEREAS**, Habitat has requested that the Borough consider amending the Agreement in order to permit the Borough to provide certain funding prior to the building being fully enclosed, with windows and doors installed; and

**WHEREAS**, per Habitat’s representation(s), the release of certain funding at this time (and prior to the time of the 3<sup>rd</sup> installment payment, as initially contemplated by the original Agreement) will allow Habitat to ensure that the duplex structure is fully enclosed so that it will be protected from the elements, such that the Habitat

volunteers can then work on the interior of the project during the upcoming winter months; and

**WHEREAS**, the Borough Council has considered this request and has agreed to modify the Agreement so as to split the third installment payment into two partial payments of twenty-five thousand dollars (\$25,000.00) each, with each partial payment representing twelve and one-half percent (12.5%) of the total contribution as set forth in the initial Agreement; and

**WHEREAS**, the first of the two partial payments (in the amount of \$25,000.00) will be released immediately, and the second of the two partial payments (also in the amount of \$25,000.00) will be released at the time that the building is fully enclosed, with windows and doors installed; and

**WHEREAS**, the final installment payment, in the originally intended amount of \$50,000.00 (Fifty Thousand and 00/100 Dollars), shall remain due and payable at the time of issuance of the final Certificate of Occupancy for the second of the two (2) affordable units that the Borough is subsidizing; and

**WHEREAS**, the proposed revision as referenced above is set forth in a "First Amendment to Affordable Housing Agreement" between the parties, a copy of which is attached hereto as Exhibit "C"; and

**WHEREAS**, the Borough Council now wishes to authorize the Mayor and Municipal Clerk to execute the attached Amendment to the Affordable Housing Agreement, in order to help to facilitate the completion of the subject affordable housing units.

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

1. That the attached "First Amendment to Affordable Housing Agreement" between the Borough and Habitat (See Exhibit "C") is hereby approved by the Borough.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, the attached "First Amendment to Affordable Housing Agreement," in the form attached hereto as Exhibit "C."
3. That all Borough officials and employees are hereby authorized and directed to perform all actions which are necessary in order to facilitate the intentions of the within Resolution.
4. That a certified copy of this Resolution shall be provided to each of the following:
  - a. Habitat for Humanity Millstone Basin Affiliates;
  - b. Debra L. Sopronyi, Borough Clerk/Administrator;
  - c. George Lang, Borough CFO;
  - d. Brian Slauch, Borough Planner;
  - e. Jolanta Maziarz, Esq., Planning Board/Affordable Housing Counsel; and
  - f. Frederick C. Raffetto, Esq., Borough Attorney.

**EXHIBIT “A” & “B”**

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

**A RESOLUTION AUTHORIZING THE BOROUGH OF HIGHTSTOWN TO ENTER INTO AN AGREEMENT WITH "HABITAT FOR HUMANITY MILLSTONE BASIN AFFILIATE" FOR THE PROVISION OF AFFORDABLE HOUSING TRUST FUNDS IN ORDER TO ASSIST WITH THE CONSTRUCTION OF NEW AFFORDABLE HOUSING UNITS WITHIN THE BOROUGH.**

**WHEREAS**, the Borough of Hightstown (the "Borough") petitioned the Council on Affordable Housing ("COAH") for substantive certification of its housing element and fair share plan in 2005; and

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

**WHEREAS**, the monies collected and deposited into the Trust Fund were intended to be utilized in order to facilitate the construction and/or rehabilitation of affordable units within the Borough; and

**WHEREAS**, COAH has previously approved the Borough's Development Fees Ordinance(s); and

**WHEREAS**, to date, the Borough has collected in excess of \$400,000 in development fees; and

**WHEREAS**, as of December 31, 2011, the balance of funds on deposit in the Trust Fund was \$395,881.73; and

**WHEREAS**, the Borough has previously approved a Spending Plan concerning the Borough's intentions with regard to the expenditure of the funds on deposit in the Trust Fund, in an effort to facilitate the construction and/or rehabilitation of affordable housing units within the Borough; and

**WHEREAS**, following the Borough Council's approval of the proposed Spending Plan, the Borough forwarded the same to COAH on or about December 30, 2008 seeking COAH's formal review and approval of the same; and

**WHEREAS**, notwithstanding the good faith filing of the Spending Plan with COAH at that time by the Borough, COAH has never formally taken any action with regard to the Borough's Spending Plan; and

**WHEREAS**, during the years which have elapsed since the initial filing of the Borough's Spending Plan with COAH, the Borough's intentions with respect to the expenditure of the funds collected and deposited into the Trust Fund have evolved, and certain revisions to the Spending Plan became necessary; and

**WHEREAS**, those revisions have recognized the negotiations that have taken place over the years between the Borough and various entities relating to the construction of new affordable housing units within the Borough; and

**WHEREAS**, the said revisions have been incorporated into a Revised Spending Plan, which was approved by the Hightstown Borough Council on July 16, 2012, and which was filed with COAH immediately thereafter; and

**WHEREAS**, the Revised Spending Plan incorporates an affordable housing project to be constructed by Habitat for Humanity Millstone Basin Affiliate ("HFHMBA"); and

**WHEREAS**, HFHMBA is a non-profit charitable corporation formed for the purpose of enabling low and moderate income families to purchase affordable housing; and

**WHEREAS**, pursuant to negotiations which have taken place between the Borough and HFHMBA (collectively, the “parties”), HFHMBA intends to construct an affordable housing project (“the project”) along South Academy Street within the Borough, more specifically to be located at Block 40, Lots 22, 23 and 24 on the Borough's Tax Map (the "property"); and

**WHEREAS**, the project involves the construction of four (4) affordable housing units in the form of two (2) single-family duplexes to be constructed by HFHMBA, with the Borough sponsoring two (2) of the said units; and

**WHEREAS**, the project received approvals from the Hightstown Borough Planning Board in 2011; and

**WHEREAS**, in exchange for the deed restrictions and controls on affordability to be established on the affordable units at the property, the Borough has already committed to provide the sum of Two Hundred Thousand Dollars (\$200,000) to HFHMBA to assist with the construction of this project; and

**WHEREAS**, the specific terms and conditions associated with this venture are set forth in an Agreement between the parties; and

**WHEREAS**, the Borough of Hightstown wishes to provide its authorization for the Mayor to execute and the Borough Clerk to attest the said Agreement, which shall memorialize the understanding previously reached between the parties (i.e., prior to the Borough's approval of the Revised Spending Plan referenced above) regarding the project; and

**WHEREAS**, the said Agreement shall be in a form satisfactory to the Borough Attorney; and

**WHEREAS**, the Hightstown Borough Council finds and declares that the execution of the said Agreement is in the best interests of the residents of the Borough.

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

1. That the Mayor is hereby authorized to execute and the Borough Clerk to attest the above-referenced Agreement, which shall memorialize the understanding previously reached between the parties (i.e., prior to the Borough's approval of the Revised Spending Plan referenced above) regarding the project, which shall involve the payment of \$200,000 from the Trust Fund to HFHMBA to assist with the construction of this project.
2. That a certified copy of this Resolution shall be provided to each of the following:
  - a. COAH;
  - b. Michael Theokas, Borough Administrator;
  - c. Tamara Lee, Borough Planner;
  - d. Frederick C. Raffetto, Esq., Borough Attorney;
  - e. Gary Rosensweig, Esq., Planning Board Attorney; and
  - f. Carmela Roberts, P.E., Borough Engineer.

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 6, 2012.



## AFFORDABLE HOUSING AGREEMENT

This AGREEMENT, made this 13th day of August, 2012, by and between:

THE BOROUGH OF HIGHTSTOWN, a municipal corporation in the County of Mercer and State of New Jersey, having its principal office located at 148 North Main Street, Hightstown, New Jersey 08520, also referenced as the "Borough" or "Hightstown"; and

HABITAT FOR HUMANITY MILLSTONE BASIN AFFILIATE, having its principal office located at 120 South Main Street, Hightstown, New Jersey 08520, also referenced as "HFHMI3A";

### RECITALS:

1. Southern Burlington County NAACP v. Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.*, ("FHA"), and the implementing regulations adopted by the New Jersey Council on Affordable Housing ("COAH") (collectively referenced as the "Mount Laurel Doctrine"), require Hightstown, as well as other municipalities in New Jersey, to create a realistic opportunity for the provision of low and moderate income housing ("Affordable Housing") during the third housing cycle spanning from January 1, 2004 to December 31, 2018.
2. The FHA authorized the creation of COAH as the State administrative agency with primary jurisdiction over the administration of municipal affordable housing obligations and authorized COAH and the New Jersey Housing and Mortgage Finance Agency ("HMFA") to adopt rules and regulations to guide affordable housing compliance in accordance with sound regional planning considerations.
3. COAH's Third Round rules, which took effect October 20, 2008, and are codified at N.J.A.C. 5:97-1 *et seq.*, adopt a revised growth share approach to calculate municipal affordable housing obligations during the third housing cycle. While this methodology has been disallowed by the Courts, which have ordered the State to adopt a methodology similar to Rounds I and II, a revised formula to calculating affordable housing obligations has yet to be adopted.
4. Nonetheless, under the current COAH regulations, the Borough's projected growth share obligation is thirty (30) units for Round Three and another twenty (20) units remaining from prior rounds.
5. HFHMBA is a non-profit charitable corporation formed for the purpose of enabling low and moderate income families to purchase affordable housing.
6. In 2011, HFHMBA received approvals from the Hightstown Planning Board to construct an affordable housing project (the "Project") on South Academy Street in the Borough, more specifically to be located at Block 40, Lots 22, 23 and 24 on the Borough's Tax Map (collectively, "the Property"), which will assist the Borough in meeting its Third Round affordable housing obligations.
7. The Project involves the construction of a total of four (4) affordable housing units, in the form of two (2) single-family duplexes to be constructed by HFHMBA.
8. HFHMBA has agreed to place deed restrictions and controls on affordability on all of the affordable units at the Property, and to otherwise abide by all of the requirements set forth under Mount Laurel Doctrine, so as to permit the Borough to receive credits toward its affordable housing obligation under the Third Round.
9. In exchange for HFHMBA's actions in this regard, the Borough has agreed to contribute the sum of \$200,000.00 (Two Hundred Thousand and 00/100 Dollars) from the Borough's Affordable Housing Trust

Fund to HFHMBA as a subsidy in order to facilitate the construction of two (2) of the four (4) affordable units at the Property.

10. The purpose of this Agreement is to memorialize the parties' understanding and commitment with respect to the foregoing.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Borough and HFHMBA (collectively, the "parties") agree as follows:

**I. RECITALS.**

The Recitals set forth above are hereby incorporated by reference herein as if set forth at length.

**II. PURPOSE OF AGREEMENT.**

The purpose of this Agreement is to facilitate the construction and maintenance of four (4) housing units at the Property which are affordable to low and/or moderate income households, as defined by COAH and HMFA regulations, which shall assist Hightstown in meeting its Third Round affordable housing obligations.

**III. CONSTRUCTION; AFFORDABILITY RESTRICTIONS.**

HFHMBA agrees that it shall diligently pursue the construction of the four (4) affordable housing units at the Property which were previously approved by the Hightstown Borough Planning Board in 2011. HFHMBA shall then convey each of the units to a qualified low and/or moderate income household. HFHMBA shall select the low and/or moderate income purchasers in a manner that is consistent with applicable COAH and HMFA regulations. Each of the units conveyed shall be subject to deed restrictions and controls on affordability (collectively, the "affordability restrictions"), which affordability restrictions shall endure for a period of thirty (30) years (the "affordable time period"). The affordability restrictions shall govern all transfers of the affected units during the affordable time period. The affordability restrictions shall be consistent with the requirements set forth under the Mount Laurel Doctrine, and shall be recorded with the Mercer County Clerk's Office as encumbrances against the Property. The affordability restrictions shall be subject to the review and approval of Hightstown's Borough Attorney before they are executed and recorded. All initial and subsequent transfers of the affordable units at the Property during the affordable time period shall be subject to the review and approval of the Borough's designated administrative agent.

**IV. CONSTRUCTION SCHEDULE.**

Subject to the contingencies listed in Paragraph VI(a) of this Agreement, HFHMBA agrees to diligently pursue a building permit for construction or seek necessary approvals from all governmental agencies for the redevelopment or construction of the aforesaid units at the Property.

**V. FUNDING.**

Hightstown agrees to provide a subsidy for the construction of two (2) of the four (4) affordable units at the Property in the amount of \$200,000.00 (Two Hundred Thousand and 00/100 Dollars) (referenced as the "subsidy"), representing \$100,000.00 (One Hundred Thousand and 00/100 Dollars) for each unit. Hightstown will transfer the agreed-upon subsidy as

follows: Twenty-five percent (25%) of the subsidy shall be provided at the time of building permit issuance; Twenty-five percent (25%) of the subsidy shall be provided at the time of commencement of construction of the building foundation; Twenty-five percent (25%) of the subsidy shall be provided at the time that the building is fully enclosed, with windows and doors installed; and Twenty-five percent (25%) of the subsidy shall be provided at the time of issuance of the final Certificate of Occupancy for the second of the two (2) affordable units that the Borough is subsidizing.

## **VI. CONTINGENCIES.**

**a.** This Agreement is contingent upon HFHMBA: (1) receiving the monies from the Borough in accordance with Paragraph V of this Agreement; and (2) obtaining all final, unappealable development approvals and/or permits necessary for the construction of the units (including, but not limited to, *ingress* and *egress*).

**b.** In the event that this contingency is not satisfied, then either party may terminate this Agreement.

## **VII. COMPLIANCE WITH COAH'S RULES AND MAINTENANCE OF PROJECT.**

The affordable units shall be affirmatively marketed and sold in accordance with the applicable regulations regarding the controls on affordability, as required in N.J.A.C. 5:97-1, et seq., the Uniform Housing Affordable Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC Regulations"), and any other applicable requirements set forth under the Mount Laurel Doctrine. HFHMBA agrees to cooperate, to the extent reasonably possible, with the Borough and its designated administrative agent, to assist the Borough in satisfying its administrative enforcement obligations. The Deeds transferring title to the aforesaid units shall contain the requisite thirty (30)-year restrictions for affordability controls.

## **VIII. DEFAULT.**

In the event that any party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. In the event of default, the non-defaulting party shall have available any and all rights and remedies at law or equity, including but not limited to, the right of specific performance and/or the right to bring a motion in aid of litigant's rights. Prior to such proceedings, there shall be an opportunity to cure said alleged default by notifying the defaulting party in writing specifying the nature of the default, and allowing the defaulting party thirty (30) days thereafter to effect a cure.

## **IX. NOTICES.**

All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based on those notices shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To Developer:

Habitat for Humanity Millstone Basin Affiliate  
120 S. Main Street  
Hightstown, NJ 08520

To Borough:

Borough of Hightstown  
148 North Main Street  
Hightstown, NJ 08520  
(Attention: Borough Clerk)

With a copy to:

Frederick C. Raffetto, Esq.  
Ansell Grimm & Aaron PC 1500  
Lawrence Avenue Ocean, New  
Jersey 07712

The parties acknowledge that this Agreement has been jointly prepared by the parties' attorneys. Therefore, this Agreement shall be construed on parity between the parties and any presumption for resolving ambiguities against the drafter shall not apply.

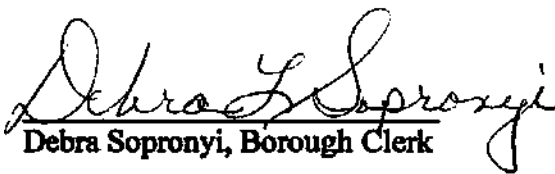
**XV. COUNTERPART SIGNATURE**

This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately upon delivery of a facsimile counterpart, the sending party shall deliver a counterpart with the original execution page.

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

ATTEST:

**THE BOROUGH OF HIGHTSTOWN**


  
Debra Sopronyi, Borough Clerk

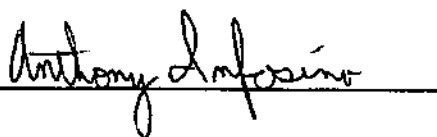
By:   
Hon. Steven Kirson, Mayor

Dated: August 13, 2012

WITNESS:

**HABITAT FOR HUMANITY INC.**

  
8/13/12

By: 

Dated: August 13, 2012

STATE OF NEW JERSEY

COUNTY OF MERCER

I CERTIFY that on Monday August 13 2012, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Anthony Infante and this person acknowledged under oath, to my satisfaction, that

- <sup>President 8-13/2012</sup>
- (a) this person is the ~~Secretary~~ of Habitat for Humanity Millstone Basin Affiliate, a New Jersey Corporation, the maker named in the within instrument;
  - (b) this person is the attesting witness to the signing of this document by the proper corporate officer, who is Anthony Infante;
  - (c) this document was signed and delivered by the Corporation as its voluntary act, and was duly authorized;
  - (d) this person well and truly knows the corporate seal which was affixed to this document; and
  - (e) this person signed this proof to attest to the truth of these facts.

Anthony Infante  
~~Secretary~~ President of Millstone Basin Area Habitat for Humanity

Sworn to and subscribed before me  
this 13 day of AUGUST, 2012

Susan D Jackson

SUSAN D JACKSON  
NOTARY PUBLIC  
State of New Jersey  
My Comm. Exp. 6-13-2017

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STATE OF NEW JERSEY :  
COUNTY OF MERCER : ss.  
:

I CERTIFY that on August 13, 2012 2012, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Debra Sopronyi, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Municipal Clerk of the Borough of Hightstown, a New Jersey Municipal Corporation, the maker named in the within instrument;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer, who is Steven Kirson, the Mayor of the Borough;

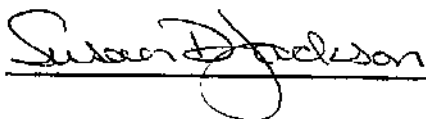
(c) this document was signed and delivered by the Corporation as its voluntary act, duly authorized by a proper Resolution (Resolution # 2012-201) of the Mayor and Council of the Borough, a copy of which is attached hereto as Schedule A;

(d) this person well and truly knows the corporate seal which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

  
Debra Sopronyi, Municipal Clerk

Sworn to and subscribed before me  
this 13 day of August, 2012



SUSAN D JACKSON  
NOTARY PUBLIC  
State of New Jersey  
My Comm. Exp. 6-13-2017

**EXHIBIT “C”**

**FIRST AMENDMENT TO  
AFFORDABLE HOUSING AGREEMENT**

This First Amendment to the Affordable Housing Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between:

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

**HABITAT FOR HUMANITY MILLSTONE BASIN AFFILIATE**, having its principal office located at 120 South Main Street, Hightstown, New Jersey 08520, also referenced as “Habitat.”

**RECITALS:**

**WHEREAS**, the Borough and Habitat are parties to an existing Affordable Housing Agreement (the “Agreement”) dated August 13, 2012, whereby the Borough agreed to contribute the sum of \$200,000.00 (Two Hundred Thousand and 00/100 Dollars) from the Borough’s Affordable Housing Trust Fund to Habitat as a subsidy in order to facilitate the construction of two (2) single-family duplex affordable units as part of a development project to be constructed on South Academy Street, more specifically located at Block 40, Lots 22, 23 and 24 on the Borough’s Official Tax Map; and

**WHEREAS**, the said affordable housing units will assist the Borough to comply with its Third Round affordable housing obligation(s); and

**WHEREAS**, pursuant to the Agreement, the total contribution referenced above was to be made in four (4) separate installment payments in the amount of \$50,000.00 (Fifty Thousand and 00/100 Dollars) each, at specified intervals of completion, with each disbursement representing twenty-five percent (25%) of the total subsidy; and

**WHEREAS**, the parties have agreed that Paragraph V of the said Agreement shall be amended in order to revise the timing associated with payment of the third installment to Habitat, such that said installment will be split into two partial payments of \$25,000.00 (Twenty-five Thousand and 00/100 Dollars) each, payable as specified herein; and

**WHEREAS**, per Habitat’s representation(s), this amendment (and the release of certain funding to Habitat immediately, as specified herein) will allow Habitat to ensure that the duplex structure is fully enclosed so that it will be protected from the elements, such that the Habitat volunteers will then be able to work on the interior of the project during the upcoming winter months; and

**WHEREAS**, the parties wish to memorialize this understanding as set forth below.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the



Borough and Habitat have agreed that Paragraph V of the Affordable Housing Agreement previously executed by the parties on August 13, 2012 shall hereby be amended to read as follows (deletions to the original Agreement are shown in ~~strikeout~~; additions are shown with underline):

## V. FUNDING.

Hightstown agrees to provide a subsidy for the construction of two (2) of the four (4) affordable housing units at the Property in the amount of \$200,000.00 (Two Hundred Thousand and 00/100 Dollars) (referenced as the “subsidy”), representing \$100,000.00 (One Hundred Thousand and 00/100 Dollars) for each unit. Hightstown will transfer the agreed-upon subsidy as follows: Twenty-five percent (25%) of the subsidy shall be provided at the time of building permit issuance; Twenty-five percent (25%) of the subsidy shall be provided at the time of commencement of construction of the building foundation; ~~Twenty-five percent (25%) of the subsidy shall be provided at the time that the building is fully enclosed, with windows and doors installed;~~ Twelve and one-half percent (12.5%) of the subsidy shall be provided immediately following the execution of this “First Amendment to Affordable Housing Agreement”; Twelve and one-half percent (12.5%) of the subsidy shall be provided at the time that the building is fully enclosed, with windows and doors installed; and the final Twenty-five percent (25%) of the subsidy shall be provided at the time of issuance of the final Certificate of Occupancy for the second of the two (2) affordable units that the Borough is subsidizing.

The parties further agree that all other terms and conditions contained in the initial Affordable Housing Agreement dated August 13, 2012 shall remain in full force and effect without modification.

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

ATTEST:

**THE BOROUGH OF HIGHTSTOWN**

\_\_\_\_\_  
Debra L. Sopronyi  
Borough Clerk/Administrator

\_\_\_\_\_  
BY: Hon. Lawrence D. Quattrone, Mayor

Dated: \_\_\_\_\_

WITNESS:

**HABITAT FOR HUMANITY MILLSTONE BASIN  
AFFILIATE**

\_\_\_\_\_  
Millstone Basin Area Habitat for Humanity

\_\_\_\_\_  
BY: Anthony Infosino, President

Dated: \_\_\_\_\_

## CONSENT AGENDA

Mayor Quattrone requested that Resolution 2017-121 be removed from the consent agenda for individual vote.

### **Resolutions 2017-123; 2017-124; 2017-125; 2017-126; and 2017-127**

Councilmember Bluth moved Resolutions 2017-123; 2017-124; 2017-125; 2017-126; and 2017-127 as a Consent Agenda; Councilmember Montferrat seconded.

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

Resolutions adopted 4-0.

Resolution 2017-123

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

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

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

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

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

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

**2017-2018 Plenary Retail Distribution License  
License #1104-44-002-011  
Fee: \$2,500.00**

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

Resolution 2017-124

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the Municipal Clerk is hereby authorized to issue the following Alcoholic Beverage License to Palumbo Restaurants,

Inc. , doing business as Tavern on the Lake at 101-103 Main Street:

**2017-18 Plenary Retail Consumption License**  
**License #1104-33-003-009**  
**Fee: \$2,500.00**

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

Resolution 2017-125

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

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

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

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

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

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

**2017-18 Plenary Retail Consumption License with Broad Package Privilege**  
**License #1104-32-001-006**  
**Fee: \$2,500.00**

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

Resolution 2017-126

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

**AUTHORIZING AN EXTENSION FOR PARKING PERMITS ISSUED BY THE**  
**BOROUGH OF HIGHTSTOWN FOR THE YEAR 2016-2017**

**WHEREAS**, the Borough of Hightstown is in the process of changing the parking permit locations in the Stockton Street parking lot; and

**WHEREAS**, parking permits issued for the period of July 1, 2016 through June 30, 2017 will expire prior to the adoption of an ordinance changing the parking permits for the Stockton Street parking lot; and

**WHEREAS**, the Mayor and Borough Council find that it will be necessary to extend the period for which these permits were issued to September 1, 2017 to allow for the process of changes to the ordinance for said permits; and

**WHEREAS**, any newly issued parking permits for the remainder of the July 1, 2016 through September 1, 2017 period shall be pro-rated on a per month basis; and

**WHEREAS**, upon the renewal of existing permits for the July 1, 2016 through September 1, 2017 period said permit holders shall pay the entire annual fee for the period of September 1, 2017 through June 30, 2018.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of Hightstown Borough that parking permits issued for the period of July 1, 2016 through June 30, 2017 shall be extended to be valid until September 1, 2017 and that upon renewal of said parking permits for the period of September 1, 2017 through June 30, 2018, permit holders shall pay the full annual fee as designated by ordinance.

Resolution 2017-127

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

**AUTHORIZING CHANGE ORDER #1 AND PAYMENT #2 – 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 change order #1 which decreases the original contract by 3.2% to \$92,215.00; and

**WHEREAS**, the contractor has submitted payment request #2 and final payment for work related to the installation of the well pump, testing and installation of electrical components and releases retainage in the total amount of \$71,831.00; and

**WHEREAS**, the Borough Engineer has recommended approval of payment #2 to A.C. Shultes, Inc. in the amount of \$71,831.00 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 that Change Order #1 and Payment Request # 2, final payment, to A.C.Shultes, Inc. of Woodbury Heights, New Jersey in the amount of \$71,831.00, following receipt of the certified payrolls is hereby approved as detailed herein, and the CFO is authorized to issue same.

**Resolution 2017-121 Appointing a Borough Administrator**

Councilmember Kurs moved Resolution 2017-121; Councilmember Bluth seconded.

Councilmember Bluth commented that the title is well-deserved and Mrs. Sopronyi serves the Borough well.

Councilmember Montferrat noted that Mrs. Sopronyi loves Hightstown and having her serve as Administrator

makes Hightstown a better place.

Councilmember Misiura noted that he has concern with hiring a part-time Administrator, but Debra has been serving in the capacity for six months and so far it is going well. This is a one year appointment and he supports it.

Councilmember Kurs noted that interviews were held and that he agrees with Councilmember Montferrat's comments, adding that Mrs. Sopronyi is very responsive. He commented that hiring from within shows that hard work is rewarded.

Mayor Quattrone commented that he works very closely with the Administrator and finds that Mrs. Sopronyi is doing a great job.

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

Resolution adopted 4-0.

Resolution 2017-121

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

**APPOINTING A BOROUGH ADMINISTRATOR**

**WHEREAS**, Section 2-9.3 of the *Revised General Ordinances of the Borough of Hightstown* (also referenced as the "Borough Code"), provides that "The Administrator shall be appointed by the Mayor with the advice and consent of the Council and shall serve at the pleasure of the Mayor and Council"; and,

**WHEREAS**, it is the desire of the Mayor to appoint Debra L. Sopronyi of Jackson, New Jersey to serve as Borough Administrator for a period of one year at a salary of \$30,000 per annum effective July 1, 2017; and

**WHEREAS**, during the term of Ms. Sopronyi's appointment as Administrator, she shall retain her other position/title as the Borough Clerk, pursuant to Section 2-9.6 of the Borough Code; and

**WHEREAS**, the Administrator shall attend any and all Governing Body and/or other meetings which the Administrator shall be required/requested to attend without additional compensation as it relates to salary; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the Mayor's designation of Debra Sopronyi of Jackson, New Jersey is hereby ratified and confirmed as Borough Administrator for a term of one year effective July 1, 2017 through June 30, 2018 at a salary of \$30,000 per annum subject to the specific terms and conditions as set forth in the attached employment agreement.

**BE IT FURTHER RESOLVED**, that the Mayor is hereby authorized to execute, and the Deputy Borough Clerk to attest, the attached employment agreement on behalf of the Borough.

**EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made this 1st day of July, 2017, by and between Debra L. Sopronyi (hereinafter referred to as the "Administrator") and the Borough of Hightstown (hereinafter referred to as "Borough"), a municipal corporation of the State of New Jersey, as to the terms and conditions of employment for the Administrator with the Borough as follows:

**1. Position.** The Borough will employ the Administrator as the Borough's Administrator. Such appointment shall be subject to all of the provisions of applicable law, including but not limited to N.J.S.A. 40A:9-136; N.J.S.A. 40A:9-137; N.J.S.A. 40A:9-138; N.J.S.A. 40A:60-1, *et seq.*, and all applicable provisions of the *Revised General Ordinances of the Borough of Hightstown* (also referenced as the "Borough Code"), which are not in contradiction to or in contravention of the statutes cited herein. Subject to the supervision and pursuant to the orders and directions of the Mayor and Borough Council and in accordance with any job description promulgated by the Borough, as may be amended from time to time, the Administrator shall perform all the duties prescribed for such position by relevant law, Borough Code, Borough Personnel Policies, as well as all those customarily performed by one holding the position of Administrator, in addition to those duties specifically assigned by the Mayor and Council from time to time.

**2. Term of Agreement.** Subject to the provisions of N.J.S.A. 40A:9-138 and, if applicable, the Borough Code and further provisions of this Agreement, this Agreement shall govern the terms and conditions of employment for the Administrator through June 30, 2018.

**3. Manner and Performance of Administrator's Duties.** The Administrator agrees that she will, at all times during this Agreement, abide by all provisions of applicable State, County and local statutes, laws, rules and regulations, perform all of the duties of the position of Administrator, in a faithful and industrious manner, pursuant to the express and/or implicit terms of this Agreement and all applicable statutes, laws, rules and regulations. Additionally, it is expressly understood by the parties that, during the term of this Agreement, the Administrator shall also retain her other position/title as the Municipal Clerk for the Borough, pursuant to Section 2-9.6 of the Borough Code.

**4. Compensation.** The Administrator shall receive an annual compensation of Thirty Thousand Dollars (\$30,000.00) per year for her responsibilities as the Administrator, less all applicable deductions, except as noted below, payable according to the normal and customary payroll schedule of the Borough, which salary was effective as of July 1, 2017. Any increases in compensation shall be undertaken by an action of the Mayor and Borough Council and an amendment to this Agreement. If the Administrator does not work a full calendar year for the Borough, she shall be entitled to a pro-rata share of the annual salary, based on the number of pay periods worked as the Administrator.

**5. Hours of Employment.** The Administrator shall work the normal hours of operation of the Municipal offices; and the Administrator shall attend any and all Governing Body and/or other meetings which the Administrator shall be required/requested to attend without additional compensation as it relates to salary.

**6. Health Benefits.** The Administrator shall receive Borough paid health benefits for herself and her spouse if she so chooses. Should the Administrator opt in to such health benefits, the Administrator shall be required to pay a health care contribution pursuant to Ch. 78, P.L. 2011.

**7. Non Applicability of Overtime.** The Administrator and the Borough agree that the Administrator position is an exempt position from any maximum hour requirements found under State or Federal law and, accordingly, the Administrator will not be paid any overtime or any extra compensation above that explicitly stated in this Agreement.

**8. Paid Leave Days.** The Administrator shall receive the allotment of paid leave days as stated in the Borough's Personnel Policy Manual, as amended from time to time, commensurate with the Administrator's years of service with the Borough, for holidays, vacation leave, bereavement leave, jury leave and/or personal leave. Such leave will be subject to the conditions found in the respective sections of the Borough Personnel Policy Manual to the extent that those conditions apply to the position of the Administrator. The Administrator will receive any other leave, such as Family Leave (State), Family Medical Leave (Federal) and military leave, as provided by law.

**9. Professional Development.** The Administrator shall attend Professional Development seminar and/or conferences pursuant to the Borough's Personnel Policy Manual, as amended from time to time.

**10. Reimbursement of Expenses.** The Administrator shall be reimbursed for all reasonable expenses

incurred specifically on behalf of the Borough pursuant to the Borough's Personnel Policy Manual, as amended from time to time.

**11. Termination of Agreement.** The Borough may terminate this Agreement and the Administrator's appointment at any time prior to the expiration of the term set forth in Section 2 herein, in accordance with the provisions of N.J.S.A. 40A:9-138 and applicable Borough ordinances-.

**12. Termination by Employee.** The Administrator shall provide a minimum of thirty (30) calendar days' notice of her intention to resign from the position of Administrator and shall assist the Borough in any transition work required to assist a replacement Administrator.

**13. Non-applicability of other Policies/Agreements.**

A. The Administrator agrees and acknowledges that the provisions set forth in the documents identified below are applicable to her position:

- (1) The Hightstown Borough Code; and
- (2) The Hightstown Borough Personnel Policy Manual.

**14. Entire Agreement.** This Agreement contains the sole and entire Agreement between the Administrator and the Borough and shall supersede any and all other Agreements between the Administrator and the Borough as it relates to the position of Administrator. There are no agreements, representations and/or warranties, whether they be express or implied, except as set forth in this Agreement. This Agreement may not be canceled, changed, modified or amended orally. No change, modification or amendment hereof shall be effective or binding unless in a written instrument signed by the Administrator and the Borough. Cancellation of this Agreement can occur at any time pursuant to law.

**15. Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom the same is applicable.

**16. Controlling Law.** All of the terms, conditions and other provisions of this Agreement shall be interpreted and governed by the laws of the State of New Jersey.

**17. Interpretation and Severability.** If any term or provision of this Agreement shall, to any extent, be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and each remaining term and provision of this Agreement should be valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties have hereto, by the signatures of their duly authorized representatives and officers, executed this Agreement on the dates set forth herein.

ATTEST:

DEBRA L. SOPRONYI

\_\_\_\_\_

\_\_\_\_\_

Debra L. Sopronyi, RMC/CMC,QPA,CMR

Dated: \_\_\_\_\_

ATTEST:

BOROUGH OF HIGHTSTOWN

\_\_\_\_\_

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

Dated: \_\_\_\_\_

## **Resolution 2017-122 Resolution in Support of Senate Bill 2798 Which Prohibits Bicycle Riding on Sidewalks**

Councilmember Misiura moved Resolution 2017-121; Councilmember Montferrat seconded.

Councilmember Misiura commented that this resolution came from legislative information sent out by the League of Municipalities, noting that there are complaints at every meeting regarding bicycle riders violating the ordinance of no bike riding on the sidewalk downtown. He then noted that enforcement of the ordinance is needed.

Mayor Quattrone commented that the Borough had installed signs downtown, but the state took them down. He noted that he has spoken with DOT and is awaiting a response.

Councilmember Kurs noted that he has received various letters asking for him not to support this bill and that the way it reads it is unenforceable; the Borough already has an ordinance for this purpose.

Councilmember Bluth noted that she supports not riding bicycles on the sidewalk, but the state should not dictate what towns do.

Councilmember Montferrat commented that he does not agree with doing resolutions to support legislation, noting that the Borough needs a bike/pedestrian plan in the Master Plan.

Councilmember Misiura noted that this bill brings up an important issue to Hightstown and he wants enforcement and signage.

Mayor Quattrone reminded the public that bicycles must be walked on the sidewalks downtown.

Roll Call Vote: Councilmembers Bluth, Kurs, Misiura, and Montferrat voted no.

Resolution defeated 4-0.

### **Resolution 2017-122**

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

### **A RESOLUTION IN SUPPORT OF SENATE BILL 2798 WHICH PROHIBITS BICYCLE RIDING ON SIDEWALKS**

**WHEREAS**, the Borough of Hightstown prohibits the riding of bicycles, skateboards, scooters, skates and roller blades on sidewalks in the downtown area; and

**WHEREAS**, in the State of New Jersey, a person riding a bicycle upon a roadway is granted all of the rights and is subject to all of the duties applicable to a driver of a vehicle; and

**WHEREAS**, State statutory law does not explicitly prohibit or permit bicycle operation on sidewalks, or specify when or where the operation of bicycles would be permissible and safe; and

**WHEREAS**, Senate Bill 2798 would prohibit bicycle riding on sidewalks with limited exceptions.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Hightstown that the Borough supports the adoption of Senate Bill 278 which will prohibit bicycle riding on sidewalks with limited exceptions; and

**BE IT FURTHER RESOLVED**, that copies of this Resolution be forwarded to the Honorable Governor Chris



Christie, Senator Brian Stack and our District Representatives.

## **PUBLIC COMMENT PERIOD II**

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

**Scott Caster, 12 Clover Lane** – Thanked Councilmember Misiura for raising awareness about the bike situation downtown; commented that parking downtown is an issue and the parking limits in the lots should be reduced.

**Doug Mair, 536 South Main Street** – commented that he is disappointed that his proposal to drop the budget amendment was not addressed; noted that Rogers Avenue is a truck route and should have no parking, but the only sign posted is covered by trees, it is not safe for trucks with the parking on the roadway and illegally parked vehicles should be towed.

**Jerry Foster, 15 Suffolk Lane, West Windsor** – Thanked Council for voting down the resolution and noted that the state offers professionals to assist with a bike/pedestrian plan and educational materials are also available.

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

## **DISCUSSION**

### **Capital Budget 2017**

The Administrator and CFO reviewed the capital budget requests for 2017. Discussion ensued regarding the various requests and needs.

Police: Purchase one marked vehicle only; Council requested a breakdown of cost details for the server and body camera equipment.

DPW: Council requested a written quote for the dump truck.

Fire: The Turn-out gear is to be purchased; the electronic sign will not be purchased.

Infrastructure Projects: The Borough Engineer discussed various infrastructure and water/sewer needs. After discussion, it was decided:

The retaining wall at the First Aid building will be replaced as this is in danger of collapse.

The Engineer will apply for NJEIT funding for the water mains on Stockton, Forman and First Avenues.

The clarifier at the AWWTP will be done as this is an emergent need.

The Borough Administrator informed Council that DOT requires the Borough to cover 25% of the cost to install a lighted pedestrian sign at Grape Run and Mercer Street; the estimated cost to the Borough is \$18,750.00 (25% of \$75,000.00). She noted that a resolution of commitment of the funds must be submitted to DOT for the project to be considered by them. Council agreed that there is a need for the sign and that the resolution should be on the next agenda, with the funds being provided in the capital budget.

Administrator Sopronyi then noted that additional discussion regarding the remaining capital items will be on the next agenda.

## **SUB-COMMITTEE REPORTS**

### **Affordable Housing Committee**

Councilmember Misiura informed Council that there was an Affordable Housing meeting and Deerfield Westerlea is now being considered.

### **Route 33 Zoning**

Councilmember Misiura noted that the Zoning committee met and the Planner is reviewing language in the ordinance; after review, the ordinance will be coming back to Council with the recommended language changes.

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

### **Councilmember Bluth**

Advised that Cultural Arts will meet this week. Fun Fridays start this Friday with painting rocks to be the fun event.

### **Councilmember Montferrat**

Advised that the Board of Health met and their audit is presently being performed by the state; the new Community Nurse is working out great. The Latino Gala at St. Anthony's went well; and the Latino Festival is under discussion, they may hold it inside. The Environmental Commission meets next week and the Fair meeting is tomorrow. He agrees with the comments regarding the parking on Rogers Avenue and the Borough is doing great things with the budget.

### **Councilmember Misiura**

Advised that he did not attend the HPC meeting, and the Planning Board meeting was cancelled.

### **Councilmember Kurs**

Cited the various towns in Mercer County who utilize body cameras for the safety of their officers and the public..

### **Mayor Quattrone**

Advised that he attended the HPC meeting, and it was a good meeting; he has met with the Administrator regarding various items; reminded the public that there will only be one Council meeting in July.

## **ADJOURNMENT**

Councilmember Kurs moved to adjourn at 10:20 p.m.; Councilmember Montferrat seconded. All ayes.

Respectfully Submitted,

Debra L. Sopronyi  
Borough Clerk