

Agenda

Hightstown Borough Council

March 19, 2018

Hightstown Fire House

7:00 PM – Executive Session

7:30 PM – Public Session

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

Meeting called to order by Mayor Lawrence Quattrone.

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

Roll Call

Executive Session	2018-71	Authorizing a Meeting that Excludes the Public Personnel – Labor Counsel
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Flag Salute

Approval of the Agenda

Approval of Minutes	February 20, 2018 – Public Session
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Public Comment I	Any person wishing to address the Mayor and Council regarding matters on the agenda will be allowed a maximum of three minutes for his or her comments.
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Presentations	Business Improvement District
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Ordinances	2018-01 Final Reading and Public Hearing – An Ordinance Amending and Supplementing Chapter 4, Entitled “General Licensing”, Subsection 4-1.4, Entitled “Fees” of the “Revised General Ordinances of the Borough of Hightstown.” 2018-02 First Reading and Introduction – Amending Chapter 7, Entitled “Traffic”, of the Revised General Ordinances of the Borough of Hightstown, Regarding Parking Regulations in Municipal Parking Lots 2018-03 First Reading and Introduction – Amending Chapter 13, Entitled “Housing”, of the Revised General Ordinances of the Borough of Hightstown
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2018-04 First Reading and Introduction – Amending Chapter 14, Entitled “Property Maintenance,” Section 14-12, Entitled “Enforcement and Penalties”, of the Revised General Ordinances of the Borough of Hightstown

2018-05 First Reading and Introduction – An Ordinance Amending and Supplementing Chapter 29 Entitled “Signs”, Sections 3 and 8, Entitled “General Regulations” and “Changeable Copy Signs”, Respectively of the Revised General Ordinances of the Borough of Hightstown, New Jersey

2018-06 First Reading and Introduction – An Ordinance Amending and Supplementing the “Revised General Ordinances of the Borough of Hightstown,” Regarding Containers, Portable Storage Units and Dumpsters

Redevelopment Plan

2018-72 Resolution of the Borough of Hightstown, in the County of Mercer, Designating Certain Property as an Area in Need of Redevelopment

2018-07 First Reading and Introduction – Ordinance of the Borough of Hightstown, in the County of Mercer Approving an Amendment to Redevelopment Plan for Main Street Redevelopment Area

Resolutions

2018-73 Authorizing Payment of Bills

2018-74 Authorizing Change Order #1 Van Cleef Engineering Associates (Engineering Design and Inspection Services for Rehabilitation of East Ward Street)

2018-75 Authorizing the Execution of an Agreement with New Jersey Department of Transportation (NJDOT), for the Construction and Construction Inspection Services of the Peddie Lake Dam Walking Bridge Replacement

Consent Agenda

2018-76 Authorizing an Amendment to a Resolution Appointing and Authorizing an Agreement for Professional Services - Affordable Housing Attorney

2018-77 Authorizing Application for a Recycling Tonnage Grant

2018-78 Authorizing a Transfer of Funds in the 2017 Budget

2018-79 Authorizing Emergency Temporary Appropriations Prior to Adoption of the 2018 Budget

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

Diversity Survey for Sustainable Jersey Certification

Subcommittee Reports

Mayor/Council/Administrative Reports

Adjournment

Resolution 2018-71

*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 March 19, 2018 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 – Labor Counsel

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: June 19, 2018, 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 March 19, 2018.

Debra L. Sopronyi
Borough Clerk

Meeting Minutes
Hightstown Borough Council
February 20, 2018
7:30 p.m.

The meeting was called to order by Mayor Quattrone at 7:32 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 Misiura</i>	✓	
<i>Councilmember Montferrat</i>	✓	
<i>Councilmember Musing</i>	✓	
<i>Councilmember Stults</i>		✓
<i>Mayor Quattrone</i>	✓	

Also in attendance: Margaret (Peggy) Riggio, Deputy Borough Clerk; Debra Sopronyi Borough Clerk/Administrator; Monika Patel, Collector/Deputy Finance Officer; George Lang, CFO and Fred Raffetto, Borough Attorney.

The Flag Salute followed roll call.

APPROVAL OF AGENDA

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

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

Agenda approved 4-0.

APPROVAL OF MINUTES

Councilmember Montferrat moved the January 16, 2018 Executive Session Minutes for approval; Councilmember Musing seconded.

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

Minutes approved 3-0 with one abstention.

Councilmember Montferrat moved the January 16, 2018 Public Session Minutes for approval; Councilmember Bluth seconded.

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

Minutes approved 4-0.

PRESENTATION

Housing Authority Annual Report

Keith LePrevost, Executive Director Hightstown Housing Authority, gave a summary of the 2017 Annual Report of the Hightstown Housing Authority.

PUBLIC COMMENT I

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

Scott Caster, 12 Clover Lane – Spoke regarding the Tree Clearing on Block 12.01 Lot 3 in East Windsor. Council should consider selling this property to the developer who is asking for the clearing.

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

RESOLUTIONS

Resolution 2018-52 Authorizing Payment of Bills

Councilmember moved Resolution 2018-52; Councilmember Bluth seconded.

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

Resolution adopted 4-0.

Resolution 2018-52

*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 \$105,171.68 from the following accounts:

Current		\$45,345.91
W/S Operating		45,337.77
General Capital		11,703.75
Water/Sewer Capital		2,784.25
Grant		0.00
Trust		0.00
Housing Trust		0.00
Animal Control		0.00
Law Enforcement Trust		0.00
Housing Rehab Loans		0.00
Unemployment Trust		0.00
Escrow		<u>0.00</u>
Total		<u>\$105,171.68</u>

CONSENT AGENDA

Councilmember Musing requested that Resolution 2018-56 be removed from the Consent Agenda and voted on separately.

Councilmember Montferrat moved Resolutions 2018-53; 2018-54; 2018-55; 2018-57; 2018-58; 2018-59 and 2018-60 as a Consent Agenda; Councilmember Bluth seconded.

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

Resolutions adopted 4-0.

Resolution 2018-53

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

ACCEPTING MEMBERSHIP OF KEVIN BRINK IN HIGHTSTOWN ENGINE CO. NO. 1

WHEREAS, Kevin Brink of East Windsor, New Jersey has applied for membership in Hightstown Engine Company No. 1; and

WHEREAS Mr. Brink has undergone and passed the required physical examination, and his 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 Kevin Brink 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.

Resolution 2018-54

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

**RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT
EXCEEDING \$1,520,373 BONDS, SERIES 2018, OF THE BOROUGH OF
HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY, AND PROVIDING
FOR THEIR SALE TO THE NEW JERSEY INFRASTRUCTURE BANK (F/K/A THE
NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST) AND THE STATE
OF NEW JERSEY AND FURTHER AUTHORIZING THE EXECUTION OF
VARIOUS AGREEMENTS, ALL PURSUANT TO THE STATE FISCAL YEAR 2018
NEW JERSEY WATER BANK**

WHEREAS, the Borough of Hightstown, in the County of Mercer, New Jersey (the "Local Unit"), has determined that there exists a need within the Local Unit to undertake improvements to the Water-Sewer Utility, including, but not limited to, improvements to the ultraviolet disinfection systems, including all work and materials necessary therefor and incidental thereto (the "Project") as defined in each of that certain Loan Agreement (the "I-Bank Loan Agreement") to be entered into by and between the Local Unit and the New Jersey Infrastructure Bank (the "I-Bank") and that certain Loan Agreement (the "Fund Loan Agreement", and together with the I-Bank Loan Agreement, the "Loan Agreements") to be entered into by and between the Local Unit and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), all pursuant to the State Fiscal Year 2018 New Jersey Water Bank (the "Program");

WHEREAS, the Local Unit has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of a loan to be made by each of the I-Bank (the "I-Bank Loan") and the State (the "Fund Loan", and together with the I-Bank Loan, the "Loans") pursuant to the I-Bank Loan Agreement and the Fund Loan Agreement, respectively;

WHEREAS, to evidence the Loans, each of the I-Bank and the State require the Local Unit to authorize, execute, attest and deliver the Local Unit's Bonds, Series 2018, to the I-Bank (the "I-Bank Loan Bond") and Bonds, Series 2018, to the State (the "Fund Loan Bond", and together with the I-Bank Loan Bond, the "Local Unit Bonds"), said Local Unit Bonds to be issued in an aggregate principal amount not to exceed \$1,520,373, pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), other applicable law and the Loan Agreements;

WHEREAS, N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law allows for the sale of the I-Bank Loan Bond and the Fund Loan Bond to the I-Bank and the State, respectively, without any public offering, and N.J.S.A. 58:11B-9(a) allows for the sale of the I-Bank Loan Bond to the I-Bank without any public offering, all under the terms and conditions set forth herein;

WHEREAS, the I-Bank and the State have expressed their desire to close in escrow the making of the Loans, the issuance of the Local Unit Bonds and the execution and delivery of the Loan Agreements, all pursuant to the terms of an Escrow Agreement (the "Escrow Agreement") to be entered into by and among the I-Bank, the State, the Local Unit and the escrow agent named therein.

NOW, THEREFORE, BE IT RESOLVED by a 2/3 vote of the full membership of the governing body of the Local Unit as follows:

Section 1. The I-Bank Loan Agreement, the Fund Loan Agreement and the Escrow Agreement (collectively, the "Financing Documents") are hereby authorized to be executed and delivered on behalf of the Local Unit by either the Mayor or the Chief Financial Officer in substantially the forms on file with the Clerk, with such changes as the Mayor or the Chief Financial Officer (each an "Authorized Officer"), in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit (collectively, the "Local Unit Consultants") and after further consultation with the I-Bank, the State and their representatives, agents, counsel and advisors (collectively, the

"Program Consultants", and together with the Local Unit Consultants, the "Consultants"), shall determine, such determination to be conclusively evidenced by the execution of such Financing Documents by an Authorized Officer as determined hereunder. The Local Unit Clerk is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Local Unit as determined hereunder and to affix the corporate seal of the Local Unit to such Financing Documents.

Section 2. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Local Unit Clerk, as applicable, in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Financing Documents and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof.

Section 3. In accordance with N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law and N.J.S.A. 58:11B-9(a), the Local Unit hereby sells and awards its I-Bank Loan Bond to the I-Bank and its Fund Loan Bond to the State, in a total aggregate principal amount not to exceed \$1,520,373, all in accordance with the provisions hereof. The Local Unit Bonds have been referred to and are described in bond ordinance #2016-14, which bond ordinance is entitled "Bond Ordinance Providing for Improvements to the Water-Sewer Utility in and by the Borough of Hightstown, in the County of Mercer, New Jersey, Appropriating \$1,860,000 Therefor and Authorizing the Issuance of \$1,860,000 Bonds or Notes of the Borough to Finance the Cost Thereof". The aforementioned ordinance was finally adopted by the Local Unit at a meeting duly called and held on June 6, 2016, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 4. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions established by the I-Bank and the State under the Loan Agreements and the terms and conditions hereof, the following items with respect to the I-Bank Loan Bond and the Fund Loan Bond:

- (a) The aggregate principal amounts of the I-Bank Loan Bond and the Fund Loan Bond to be issued;
- (b) The maturity and annual principal installments of the Local Unit Bonds, which maturity shall not exceed 30 years;
- (c) The date of the Local Unit Bonds;
- (d) The interest rates of the Local Unit Bonds;
- (e) The purchase price for the Local Unit Bonds; and
- (f) The terms and conditions under which the Local Unit Bonds shall be subject to redemption prior to their stated maturities.

Section 5. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Local Unit Bonds by the parties authorized under Section 4(c) hereof.

Section 6. The Local Unit hereby determines that certain terms of the Local Unit Bonds shall be as follows:

- (a) The I-Bank Loan Bond shall be issued in a single denomination and shall be numbered R-1. The Fund Loan Bond shall be issued in a single denomination and shall be numbered R-2;

(b) The Local Unit Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to both principal and interest in lawful money of the United States of America; and

(c) The Local Unit Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 7. The I-Bank Loan Bond and the Fund Loan Bond shall be substantially in the form set forth in the I-Bank Loan Agreement and the Fund Loan Agreement, respectively.

Section 8. The law firm of McManimon, Scotland & Baumann, LLC is hereby authorized to arrange for the printing of the Local Unit Bonds, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank and the State for the Program, to arrange for same. The Local Unit auditor is hereby authorized to prepare the financial information necessary in connection with the issuance of the Local Unit Bonds. The Mayor, the Chief Financial Officer and the Local Unit Clerk are hereby authorized to execute any certificates necessary or desirable in connection with the financial and other information.

Section 9. The terms of the Local Unit Bonds authorized to be set forth by the Chief Financial Officer in accordance with Section 2 hereof shall be ratified by the affirmative vote of 2/3 of the full membership of the governing body of the Local Unit.

Section 10. The Mayor and the Chief Financial Officer are hereby severally authorized to execute any certificates or documents necessary or desirable in connection with the sale of the Local Unit Bonds, and are further authorized to deliver same to the I-Bank and the State upon delivery of the Local Unit Bonds and the receipt of payment therefor in accordance with the Loan Agreements.

Section 11. This resolution shall take effect immediately.

Section 12. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to McManimon, Scotland & Baumann, LLC, bond counsel to the Local Unit, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Resolution 2018-55

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

**AUTHORIZING THE FILING OF A DUPLICATE CERTIFICATE OF SALE FOR
UNPAID MUNICIPAL LIENS (BLOCK 21/LOT 20)**

WHEREAS, Hightstown Borough holds a Municipal Lien on Block 21/Lot 20 in the Borough of Hightstown from a Tax Sale that took place on December 18, 1970; and

WHEREAS, it has been established that said lien was not recorded by the County of Mercer Deed Recording office; and

WHEREAS, it is necessary for the Tax Collector to file a Duplicate Certificate of Sale for Unpaid Municipal Liens on this property to assure the lien is properly recorded; and

WHEREAS, the Governing Body concurs with the submission of a Duplicate Certificate of Sale for Unpaid Municipal Liens on Block 21/Lot 20 in the Borough of Hightstown from a Tax Sale that took place on December 18, 1970.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown, County of Mercer, State of New Jersey that the Tax Collector, Monika Patel, is hereby authorized and directed to file a

Duplicate Certificate of Sale for Unpaid Municipal Liens on Block 21/Lot 20 in the Borough of Hightstown from a Tax Sale that took place on December 18, 1970 to assure the recording of said lien.

Resolution 2018-57

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

**AUTHORIZING THE BOROUGH ENGINEER PREPARE THE STORM WATER
POLLUTION PREVENTION PLAN (SPPP) AND GIS OUTFALL MAP**

WHEREAS, the Borough of Hightstown maintains a Tier A MS4 New Jersey Pollutant Discharge Elimination System (NJPDES) Storm Water Permit which must remain in compliance each year; and

WHEREAS, as of January 1, 2018, the NJDEP updated and issued new requirements that the Borough must adhere to in order to comply with the annual permit recertification; and

WHEREAS, in addition to the annual SPPP, the Borough must create a GIS based Outfall Map and procedures for privately owned storm water facilities; and

WHEREAS, the Borough Engineer has estimated the costs for this to be as follows: preparation of the SPPP not to exceed \$4,500.00, preparation of the GIS Outfall map not exceed \$4,100.00 and preparation of the procedures for privately owned storm water facilities not to exceed \$1,600.00.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Hightstown that the Borough Engineer is hereby authorized prepare the SPPP, the GIS Outfall Map and procedures for privately owned storm water facilities as set forth herein.

Resolution 2018-58

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

AUTHORIZING REFUND OF OVERPAYMENT FOR POLICE SERVICES

WHEREAS, Communications Construction Group, LLC of West Chester, Pennsylvania paid a fee of \$760.00 on January 25, 2018 for Police Services associated with a Fiber Cable Construction project performed at 140 Mercer Street on January 31, 2018; and

WHEREAS, the actual cost for Police Services for this project was \$570.00; and

WHEREAS, the Police Chief has requested a refund of in the amount of \$190.00 be issued to Communication Construction Group.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the CFO is hereby authorized to issue a refund in the amount of \$190.00 to Communications Construction Group, LLC of 1060 Andrew Drive, Suite 130, West Chester Pennsylvania, representing the refund as set forth herein.

Resolution 2018-59

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

AUTHORIZING A TRANSFER OF FUNDS IN THE 2017 BUDGET

Whereas, N.J.S.A. 40A:4-59 provides that the governing body may authorize a transfer of funds in the budget during the first three months of the following year.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the following transfers in the 2017 budget are hereby authorized:

<u>Current:</u>	<u>From</u>	<u>To</u>
Street Lighting		
Other Expenses	\$ 100.00	\$ -
Prosecutor		
Other Expenses		100.00
TOTALS	\$ 100.00	\$ 100.00

Resolution 2018-60

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

**AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS
PRIOR TO ADOPTION OF THE 2018 BUDGET**

WHEREAS, an emergent condition has arisen with respect to inadequate appropriation balances remaining in some line items of the 2018 temporary budget; and

WHEREAS, N.J.S.A. 40A:4-20 provides for the creation of emergency appropriations for the purposes above mentioned; and

WHEREAS, it is the desire of the Mayor and Council to create emergency temporary appropriations as set forth on Schedule "A," attached; and

WHEREAS, the total emergency temporary appropriations in resolutions adopted in the year 2018 pursuant to the provisions of N.J.S.A. 40A:4-20 (Chapter 96, P.L. 1951, as amended), including this resolution, total:

	<i>THIS RESOLUTION</i>	<i>PREVIOUS TOTAL</i>	<i>CUMULATIVE TOTAL</i>
Current	2,000.00	190,000.00	192,000.00
Capital Outlay – Current	0.00	0.00	0.00
Debt Service - Current	0.00	0.00	0.00
Water/Sewer	0.00	0.00	0.00
Capital Outlay – W/S	0.00	0.00	0.00
Debt Service - W/S	0.00	0.00	0.00
TOTAL	2,000.00	190,000.00	192,000.00

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Hightstown (not less than two-thirds of all the members of thereof affirmatively concurring) that, in accordance with N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation is hereby made for each item listed on the schedules that are attached hereto and made a part hereof;
2. Each emergency appropriation listed will be provided for in the 2018 budget under the same title as written herein;
3. One certified copy of this resolution will be filed with the Director of Local Government Services, and a copy provided to the Chief Finance Officer.

Resolution 2018-56 Resolution Endorsing the Adoption of Green Building Practices for Civic, Commercial and Residential Buildings

Councilmember Musing moved Resolution 2018-56; Councilmember Montferrat seconded.

Discussion ensued. Councilmember Musing stated that he does not like government getting involved and telling individuals what to do with their homes. Keith LePrevost, Chair – Environmental Commission, informed Council that this Resolution is only advisory to help educate the public.

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

Resolution adopted 4-0.

Resolution 2018-56

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

**RESOLUTION ENDORSING THE ADOPTION OF GREEN BUILDING
PRACTICES FOR CIVIC, COMMERCIAL AND RESIDENTIAL BUILDINGS**

WHEREAS, buildings account for 39% of CO2 emissions – more than either the transportation or industrial sectors. In addition, buildings account for nearly 12% of potable water use, 65% of waste output, and 71% of electricity consumption in the U.S. (U.S. Green Building Council).

WHEREAS, green building – also referred to as sustainable or high-performance building -- is a collection of better design, construction, and operating practices that have the potential to reduce or eliminate the negative impacts of development on the environment and on human health. There are many examples of green building programs and guidelines that have been propagated at national, state, and municipal levels. They commonly address energy efficiency and carbon emissions reduction, water conservation, waste reduction, healthy and sustainably produced materials, indoor air quality, occupant productivity and health, and other components of green building and sustainable development.

WHEREAS, the purpose of this resolution is to enhance the public welfare and assure that commercial, residential and civic development is consistent with the Borough of Hightstown's desire to create a more sustainable community by incorporating green building measures into the design, construction, operation and maintenance of buildings.

WHEREAS, the Borough of Hightstown desires to set a leadership example in the area of green building through the implementation of energy efficiency audits and upgrades to the municipal building stock, continued procurement practices...etc. (e.g. improve water conservation, reduce light pollution, increase construction waste recycling).

WHEREAS, the Borough of Hightstown additionally wishes to support green building in the private sector through a combination of voluntary actions (e.g., including a green building checklist as a discussion item within the Site Plan approval process), actions that may be required in the future although not at the time of the adoption of this resolution (e.g., amending the Site Plan approval checklist to directly incorporate those green building standards available to a municipality), and educational actions (e.g., making available information on green building programs, guidelines, rebates etc to residents of the municipality).

NOW, THEREFORE, BE IT RESOLVED that the Borough of Hightstown hereby implements a Green Building Policy that will consider opportunities to incorporate green building measures into the design, construction, operation and maintenance of municipal buildings and facilities and will encourage green design for commercial and residential buildings.

PUBLIC COMMENT PERIOD II

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

Scott Caster, 12 Clover Lane – Spoke about snow removal downtown. The Borough needs to enforce the snow removal ordinance. The Borough is removing snow on private property when owners should be removing it themselves or hiring contractors to do so. The Borough needs to remove snow at the crosswalks because State plows create snow mounds to high and residents are unable to cross.

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

DISCUSSION

Tree Clearing on Block 12.01 Lot 3 in East Windsor

Borough Administrator/Clerk, Debra Sopronyi, informed Council that a letter was received 2/9/18 from a developer in East Windsor requesting permission to clear the lot. He is in need of line of site for his project. Mayor Quattrone would like to sit down with the owner to discuss his plans and needs. Discussion ensued. Councilmember Misiura suggested we give permission to have the trees removed and have the developer purchase trees for planting in the Borough. Ms. Sopronyi informed Council that DPW is looking to build a pole barn to store equipment and that was one of the locations they were looking to build on. Borough Attorney, Fred Raffetto, stated that an easement would be needed for the developer to continue clearing trees for line of site. He also informed Council that this project has not yet been approved by East Windsor. After discussion, it was agreed that Ms. Sopronyi would reach out to the developer to set up an appointment to discuss the project.

Ronald Kohn, 1 Barton Drive – President of Enchantment Homeowners Association, informed Council that Enchantment's Homeowners Association nor any of its residents have received any notice that this warehouse is being built. They have a problem with a new warehouse being built in this location. They are concerned with decreased property values, truck traffic and buck up alarms on the trucks at all hours. He hopes that Mayor and Council reject

this request.

Richard Wierbiel, 17 Norton Avenue – Asked what kind of traffic study was done to approve this project in East Windsor.

Mayor Quattrone commented that this has not been approved yet by the East Windsor Planning Board. Hightstown can go before the East Windsor Planning Board to voice their concerns over the project. Councilmember Misiura stated that if the project is zoned properly, then the Planning Board will approve it.

Budget Meeting Dates

Ms. Sopronyi suggested March 20th and March 27th at 6:30 p.m. for Budget Meetings. After discussion, it was decided to schedule the meetings for those two dates. Ms. Sopronyi will secure a location.

SUBCOMMITTEE REPORTS

Streets & Sidewalks

Councilmember Misiura informed Council that the subcommittee for Streets and Sidewalks will be meeting in March. This committee consists of Councilmember Misiura, Council President Stults, David Zaiser (Environmental Commission), Dodie Colavecchio (Planning Board) and Beverly Asselstine (Planning Board).

Affordable Housing

Councilmember Misiura stated that the talks with Deerfield Westerlea is at an impasse. The developer wants the Borough Planner to design the rezoning but did not like the amount of escrow that is needed to move forward. The developer wants an assurance that this project will move forward before putting money into it.

Municipal Aid Grant

Mayor Quattrone announced that he received a call from the Governor's office informing him that we received the grant for Lincoln, Hagemount and Rocky Brook. This grant is approximately \$750,000.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Bluth

Cultural Arts Commission is sponsoring the Empty Bowl Event on March 24th at the Peddie School Cafeteria. Parks and Rec had their annual planning meeting and welcomed two new commissioners. They have a cleanup at Rocky Book Park planned for Earth Day, April 22nd, from 1 pm – 4 pm. Fun Friday's will be held at Memorial Park from 5 pm – 8 pm on June 15th, July 20th, August 17th and September 14th. There are several walks planned with the first one being June 16th, 8:30 am at Memorial Park. There are two (2) children's programs planned for July 29th and August 26th at 4 pm at Association Park. The Triathlon is scheduled for September 9th.

Councilmember Montferrat

The Board of Health meeting for February was cancelled. The next meeting is scheduled for March 14th. The Environmental Commission will be meeting next week. Stated that it's great news about receiving the grant.

Councilmember Misiura

Planning Board met last week. Resident Carmen Ortiz, came forward with concerns about the driveway at the YMCA building. RBG is planning on submitting their application to the Planning Board and is hoping to be on the agenda for the April meeting. Changes are being made to the sign ordinance. There was a question regarding requirements for tree houses. There is nothing in the code regarding tree houses. Judge Jacobson will be issuing official numbers regarding Affordable Housing. First Aid is meeting tomorrow. They are considered about their budget and the number of calls answered as reported to the Borough.

Councilmember Musing

The banners for HPC have been delivered. HPC is in favor of the YMCA property purchase. Attended the Fire Department meeting. They are looking for the lease for the firehouse.

Debra Sopronyi, Borough Administrator/Clerk

Asked Councilmember Misiura if Planning Board discussed the DVRPC Grant. Councilmember Misiura responded that Planning Board did discuss the grant for Downtown Parking review. They have decided that since we are moving forward with the Route 33 Corridor this should be discussed with the subcommittee and apply for it with East Windsor.

Peggy Riggio, Deputy Clerk

Reminded everyone that the Clerk's office is still accepting dog license renewals. There is now a \$5 late fee per dog. After February 28th there will be \$10 late fee accessed.

George Lang, CFO

He is working with the State's new budget system for this year's budget.

ADJOURNMENT

Councilmember Montferrat moved to adjourn at 9:20 p.m.; Councilmember Misiura seconded. All ayes.

Respectfully Submitted,

Margaret M. Riggio
Deputy Borough Clerk

Ordinance 2018-01

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 4, ENTITLED “GENERAL LICENSING”, SUBSECTION 4-1.4, ENTITLED “FEES” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN.”

WHEREAS, the Borough of Hightstown (the “Borough”) previously established fees relating to the licensing of boardinghouses located within the Borough, as set forth in Chapter 4, entitled “Fees,” Subsection 4-1.4, entitled “Fees” of the “Revised General Ordinances of the Borough of Hightstown”; and

WHEREAS, The Construction/Zoning Official finds that the fee presently charged does not cover the expenses of the Department to conduct inspections and register said Boardinghouses; and

WHEREAS, the Mayor and Council wish to increase said fees to cover the expenses incurred in fulfilling the licensing requirement for Boardinghouses.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, that Chapter 4, entitled “Fees,” Subsection 4-1.4, entitled “Fees” of the “Revised General Ordinances of the Borough of Hightstown”; is hereby amended and supplemented in order to add the following:

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	\$40.00 per machine per year

of any description (Non-food)	
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* Boarders	\$25.00 per Boarder

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: March 5, 2018

Adopted:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

ORDINANCE 2018-02

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, it has been determined that there are many underutilized permit parking spaces in the evening and on weekends, resulting in fewer customer parking spaces; and

WHEREAS, limiting the permit parking requirement to business hours on weekdays would permit the additional open parking needed for customers to the downtown businesses; 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 strikethrough 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 during the hours of 8am to 6pm 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”	North	All	As indicated on the revised site plan

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.

Introduction:

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

ORDINANCE 2018-02 (Option 2)

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

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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.**

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

2. 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.

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

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.

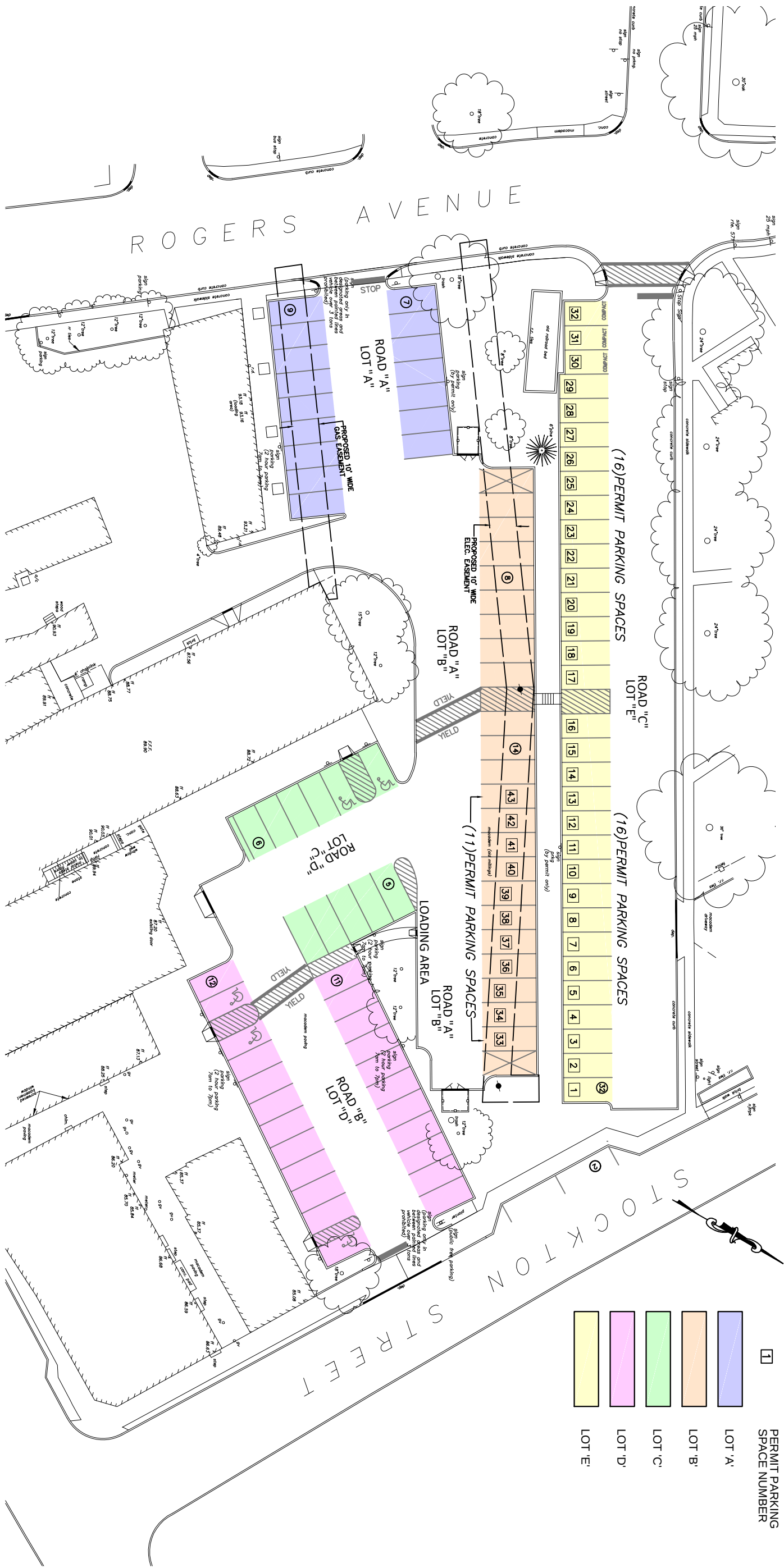
Introduction:

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR



LEGEND

ⓧ

SPACE UNUSABLE
BECAUSE OF DUMPSTERS

①

PARKING SPACE
QUANTITY

1

PERMIT PARKING
SPACE NUMBER

LOT 'A'

LOT 'B'

LOT 'C'

LOT 'D'

LOT 'E'

PERMIT PARKING PLAN

STOCKTON STREET PARKING LOT

BOROUGH OF HIGHTSTOWN,, MERCER COUNTY, NEW JERSEY

FILE: H1516	DESIGNED BY:
DATE: 06/15/2017	DRAWN BY:
SCALE: 1" = 40'	CHECKED BY:
SHEET	1 OF 1

Roberts

ENGINEERING GROUP LLC

Witness Signature Subgroup Certificate

CERTIFICATE OF AUTHORIZATION: 24GAZ8159100

1670 Whitehouse-Hamilton Square Rd.

Hamilton, New Jersey 08690

609-586-1141 Fax: 609-586-1143

www.RobertsEngineeringGroup.com

ORDINANCE 2018-03

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AMENDING CHAPTER 13, ENTITLED "HOUSING", OF THE *REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN*

WHEREAS, the Housing Inspector, in coordination with the Construction/Zoning Official recommends certain changes to the Housing ordinance of the Borough; and

WHEREAS, The Mayor and Council of Hightstown Borough have determined that said revision to the Housing ordinance is required pursuant to the request.

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

1. Section 1. The following subsections of Chapter 13, "Housing", of the *Revised General Ordinances of the Borough of Hightstown* ~~is are~~ hereby amended and supplemented as follows (deletions in ~~strikeout~~ text, additions underlined):

Subsection 13-7-1 Certificate of Compliance Required for Occupancy/Transfer of Title.

Pursuant to N.J.S. 40:48-2.2(a), at least thirty (30) days prior to the scheduled date of a new occupancy of any dwelling house which has been sold or is under contract to be sold, the seller or buyer thereof, or the authorized agent of either, shall apply to the Housing Office for a certificate stating that the building and premises comply with the requirements of this chapter. A Certificate of Compliance is still required for any dwelling house which has been sold and in which occupancy is not immediately planned. The new owner has to obtain the Certificate of Compliance within ten (10) business days after closing on the house. The Housing Inspector needs to determine the safety of the house and inform First Responders of any hazardous conditions in the dwelling unit. In the event occupancy is to take place more than one hundred (120) days after the issuance of the certificate, an additional inspection and new certificate shall be required prior to occupancy. No such dwelling shall be occupied prior to the issuance of such a certificate unless such occupancy is permitted in writing, on a temporary basis, by the Housing Inspector, for a term to be determined by him depending upon the particular circumstances of each case; provided, however, that such term shall not exceed a cumulative period of one hundred twenty (120) days. The Housing Inspector may, upon receiving a written petition detailing unique circumstances, and upon good cause shown, permit an extension of the one hundred twenty (120) day term for an additional sixty (60) days. ~~It is the intent of this section to regulate the occupancy not the transfer of real property.~~ A dwelling house shall mean an owner-occupied single-family house or an owner-occupied dwelling unit in a building containing more than one (1) owner-occupied dwelling unit, including a condominium unit. See subsection 13-8.1 for Certificate of Occupancy requirements for rental units. (1991 Code § 121-46; Ord. No. 823 § 6; Ord. No. 94-6 § 4)

Subsection 13-7-2 Fees; Inspections.

The Housing Code Certificate required by subsection 13-7.1 hereof shall be secured from the Borough Housing Inspector. At the time of the fully completed application for such certificate, a fee of one hundred (\$100.00) dollars shall be paid, if submitted a minimum of 10 business days prior to the closing date. For fully completed applications submitted less than 10 business days prior to the closing date, a fee of one hundred fifty (\$150.00) dollars shall be paid. For fully completed

applications submitted less than 5 business days prior to the closing date, a fee of two hundred (\$200.00) dollars shall be paid. - The fee shall cover the application and initial inspection of the premises and the issuance of the Certificate. In the event that any additional inspections of the premises are required because of a failure of the owner to comply with the provisions of this chapter, an additional fee of fifty (\$50.00) dollars shall be paid for each additional inspection required. All fees shall be made payable to the Borough of Hightstown and be delivered to the ~~Housing Inspector~~ Borough Offices and turned over to the Borough Treasurer. In the event of cancellation of a requested inspection, the Housing Department must be notified within twenty-four (24) hours prior to the scheduled inspection time. Failure to do so will result in forfeiture of the inspection fee. (1991 Code § 121-47; Ord. No. 823 § 6; Ord. No. 94-6 § 4; Ord. No. 2004-31 § 4; Ord. No. 2008-09 § 7; Ord. No. 2015-22)

Subsection 13-12-10 Violations; Penalties

~~Any person who violates any provision of this Ordinance shall, upon conviction in the Municipal Court of the Borough of Hightstown or such other court having jurisdiction, be liable to a fine not exceeding \$1,250.00 or imprisonment for a term not exceeding 90 days, or both. Each day that a violation exists or occurs shall be deemed a separate and distinct violation subject to penalty provisions of this Ordinance. (Ord. No. 2015-22)~~

- a. **General Penalty.** Except as otherwise set forth herein, any person who shall violate any of the provisions of this chapter shall be subject to penalties as set forth in Section 1-5 of the Revised General Ordinances of the Borough of Hightstown. Each violation of any of the provisions of this chapter and each day that such violation shall continue shall be deemed to be a separate and distinct offense.

b. Payable violations.

Subsection 13-3-1 Maintenance.

Subsection 13-3-3 Water Supply.

Subsection 13-3-2 Sump Pump and Sewer Line Clean-Outs.

Subsection 13-3-4 Plumbing and Heating

Subsection 13-3-5 Electrical.

Subsection 13-3-6 Smoke and Carbon Monoxide Alarms Required

Subsection 13-3-7 Fences

First offense **\$100**

Second offense **\$200. Court appearance required**

Subsequent Offenses **Not to Exceed \$2,000 Court appearance required**

Subsection 13-3-12 Signs

Subsection 13-4-4 Minimum Standards for Heating

Subsection 13-4-5 Egress.

Subsection 13-4-7 Additional Maintenance Requirements

Subsection 13-4-8 Additional Responsibilities Concerning Garbage, Rubbish and Recyclable Materials

Subsection 13-4-9 Additional Responsibilities Concerning Insects and Rodents

Subsection 13-4-10 Owner Responsible

First offense **\$150**

Second offense **\$300 Court appearance required**

Subsequent Offenses **Not to Exceed \$2,000 Court appearance required**

Subsection 13-3-8 Use and Occupancy of Space.

Subsection 13-6-13 Compliance Required

Subsection 13-7-1 Certificate of Compliance Required for Occupancy

Subsection 13-8-1 Certificate of Compliance Required

<u>Subsection 13-12-2</u>	<u>Registration Required</u>
<u>Subsection 13-12-6</u>	<u>Maximum Number of Occupants; Posting</u>
<u>Subsection 13-12-8</u>	<u>Occupant Standards</u>
<u>First offense</u>	<u>\$250</u>
<u>Second offense</u>	<u>\$500 Court appearance required</u>
<u>Subsequent Offenses</u>	<u>Not to Exceed \$2,000 Court appearance required</u>

c. Lien to be Placed on Property. In addition to the foregoing, and all other remedies available to the Borough, the Borough Treasurer, upon appropriate notification from the Mayor and Council and appropriate certification from the enforcement officer, shall place a lien on any property determined by the enforcement officer to be in violation of the provisions of this code, in the amount of any and all administrative expenses and any and all actual expenditures for work necessary in order to maintain the property and/or abate the violation, including the cost of removal of any offensive construction materials, refuse, hazards, overhanging objects or any other offending physical object. The lien placed upon such lands shall be added to and become and form a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, and shall be collected and enforced by the same officers and in the same manner as taxes. Costs shall be in addition to any penalties imposed for any violation of this Chapter.

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.

Section 4. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

Introduction:

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

ORDINANCE 2018-04

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AMENDING CHAPTER 14, ENTITLED “PROPERTY MAINTENANCE”, Section 14-12, ENTITLED “ENFORCEMENT AND PENALTIES”, OF THE *REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN*

WHEREAS, the Housing Inspector, in coordination with the Construction/Zoning Official recommends certain changes to the Property Maintenance ordinance of the Borough; and

WHEREAS, The Mayor and Council of Hightstown Borough have determined that said revision to the Property Maintenance ordinance is required pursuant to the request.

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

1. Section 1. The following subsections of Chapter 14, “Property Maintenance”, of the *Revised General Ordinances of the Borough of Hightstown* are hereby amended and supplemented as follows (deletions in ~~strikeout~~ text, additions underlined):

Section 14-12

ENFORCEMENT AND PENALTIES

14-12.1 Enforcement officers. The Construction Official, Fire Inspector, Fire Official, Fire Chief, Electrical Inspector, Plumbing Inspector, Housing Inspector, Health Officer or his/her designee, Health Department, all police officers and all municipal officials referenced in Section 14-10(f) of the Borough Code are authorized enforcement officers for the purposes of enforcing the provisions of this code. This Chapter shall also be enforced by the Code Enforcement Officer, whose position is hereby created, for the sole purpose of enforcing the provisions of this Chapter. The Code Enforcement Officer shall receive such salary as provided by Ordinance and shall be appointed by the Borough Council for a term as specified in the Resolution of Appointment.

14-12.2 Procedure. Except as otherwise set forth herein, whenever any enforcement officer determines, after appropriate **investigation**, that there exists a violation of any provision of this chapter, he or she shall give written notice of such alleged violation to the person or persons responsible therefor. Such notice shall include a statement of the reasons for its issuance, and shall be served upon the owner or occupant of the premises, or the agent of either. Notice shall be deemed to be properly served if a copy thereof is served upon such person personally or sent by certified mail or registered mail to his last known address, or posted in a conspicuous place in or about the premises affected by the notice. Such notice shall state that unless, within five calendar days from service of the notice, the condition complained of is abated, a municipal court summons will be issued and/or the Borough will undertake to abate the violation and place a lien on the property as hereinafter provided. A copy of the Notice shall be provided to the Borough Clerk.

14-12.3 Special Procedure in Emergency Conditions. Whenever the enforcement officer finds that an emergency exists which requires immediate attention to protect the health or safety of the public, he or she may, without notice, issue and order reciting the existence of such an emergency and requiring that such action be taken as he or she deems necessary to meet the emergency. Notwithstanding any other provisions in this chapter, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately, but upon petition to the enforcement officer, shall be afforded a hearing as soon as possible. In the event that the order is disregarded by the property owner or person to whom the order is directed, the enforcement officer shall have the right to notify the Borough Clerk for the purpose of instituting immediate remedial action, the cost of which shall result in a lien on the premises. After such hearing, the enforcement officer shall continue such order in effect, or modify or withdraw it.

14-12.4 Violations and Penalties.

- a. **General Penalty.** Except as otherwise set forth herein, any person who shall violate any of the provisions of this chapter shall be subject to penalties as set forth in Section 1-5 of the *Revised General Ordinances of the Borough of Hightstown*. Each violation of any of the provisions of this chapter and each day that such violation shall continue shall be deemed to be a separate and distinct offense.

b. Payable Offenses.

14-5.1 Hazards and Structural Integrity.

14-5.2 Appearance.

14-5.4 Sidewalks, Driveways, Walkways and Entrance Stairways.

14-5.5 Hedges, Brush and Grass.

First offense \$75

Second offense \$150 Court appearance required

Subsequent Offenses Not to Exceed \$2,000 Court appearance required

14-6.4 Litter, Debris and Garbage.

14-6.5 Recyclables.

14-6.6 Open or Overflowing Waste Disposal Bins.

14-6.7 Harboring of Rodents.

14-6.9 Construction Sites.

First offense \$50

Second offense \$100 Court appearance required

Subsequent Offenses Not to Exceed \$2,000 Court appearance required

14-9.1 Windows.

14-9.2 Store fronts.

14-9.3 Reconstruction.

14-9.4 Awnings and marquees.

14-9.5 Signs, Light Stanchions and Poles.

First offense **\$100**

Second offense **\$200 Court appearance required**

Subsequent Offenses **Not to Exceed \$2,500 Court appearance required**

b.c. Lien to be Placed on Property. In addition to the foregoing, and all other remedies available to the Borough, the Borough Treasurer, upon appropriate notification from the Mayor and Council and appropriate certification from the enforcement officer, shall place a lien on any property determined by the enforcement officer to be in violation of the provisions of this code, in the amount of any and all administrative expenses and any and all actual expenditures for work necessary in order to maintain the property and/or abate the violation, including the cost of removal of any offensive construction materials, refuse, hazards, overhanging objects or any other offending physical object. The lien placed upon such lands shall be added to and become and form a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, and shall be collected and enforced by the same officers and in the same manner as taxes. Costs shall be in addition to any penalties imposed for any violation of this Chapter.

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.

Section 4. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

Introduction:

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

ORDINANCE 2018-05

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

**AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 29, ENTITLED "SIGNS", SECTIONS 3 AND
8, ENTITLED "GENERAL REGULATIONS" AND
"CHANGEABLE COPY SIGNS", RESPECTIVELY OF
THE REVISED GENERAL ORDINANCES OF THE
BOROUGH OF HIGHTSTOWN, NEW JERSEY**

WHEREAS, it is the public policy of the Borough of Hightstown, a municipal corporation in the County of Mercer, State of New Jersey, to protect the rights of expressive speech and viewpoint communication, as secured by the Constitution of the United States and the Constitution of the State of New Jersey, to the full extent of all applicable law, for all persons within its jurisdiction, and;

WHEREAS, the Borough seeks to protect the rights and opportunities for commercial speech within an environment, the aesthetics of which present a quality of attractiveness, so as to enhance the opportunities for development and growth of business enterprises, and for that purpose presents a pleasing and uncluttered business milieu intended to be attractive to patrons and residents alike, and;

WHEREAS, the Borough seeks to protect and enhance the safety and efficacy of vehicular traffic flow, and to protect pedestrian and other persons and their property within the public right of way, and;

WHEREAS, research indicates that built-up clutter, meaning signage or similar distractions existing in large size or numerical profusion of items or content within a fixed area visible to motorists, induces a greater distraction to drivers than non-complex distractions; and

WHEREAS, research further indicates that illuminated signage visible to drivers causes a longer duration of distraction than non-illuminated signage; and

WHEREAS, research has shown that blinking, flashing, moving, or otherwise animated signage produces a longer distraction time for drivers than ordinary signage without added distractive elements or characteristics; and

WHEREAS, research has demonstrated that variable message signs, consisting of changing moveable images or text, product, when visible to motorists, a longer duration of distraction time than static signs, and correlate to an increase in vehicular accidents; and

WHEREAS, The Borough Council of the Borough of Hightstown finds that the public health, safety, morals and general welfare of the community shall be promoted by the revision and amendment of Chapter 29 of the Revised General Ordinances pertaining to signs; and

WHEREAS, the Planning Board of the Borough of Hightstown has adopted a Master Plan that comprehensively provides for the appropriate use, regulation, and development of lands in the Borough in a manner which will promote the public health, safety, morals and general welfare; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-62a requires substantial consistency of the provisions regulating zoning and land use with the adopted Master Plan; however, a governing body may adopt a zoning ordinance or zoning map wholly or partially inconsistent with such land use plan element provided that the reasons for doing so are set forth in a resolution and recorded in its minutes, and;

WHEREAS, the Planning Board has determined that the revisions and amendments to the Revised General Ordinances are consistent with said Master Plan, represent sound land use regulation, and therefore favorably recommends to the Borough Council that the regulations pertaining to signs be so amended, and;

WHEREAS, this Ordinance does not involve a classification and boundary change requiring individual property owner notice pursuant to N.J.S.A. 40:55D-62.1.

NOW, THEREFORE, BE IT ORDAINED, by the Borough Council and the Borough of Hightstown that Chapter 29 of the Revised General Ordinances be hereby amended as follows:

Section 1. Chapter 29 "Signs", Section 3, entitled, "General Regulations" is hereby amended to add Paragraphs K and L as follows:

- K. Sign Luminance. No sign shall exhibit a luminance exceeding 12.54 lumens per square foot (135 candelas per square meter) measured at right angles and 60 feet distant therefrom the face of the illuminated sign.

Section 2. Chapter 29 "Signs", Section 8, entitled, "Changeable Copy Signs" is hereby amended to read as follows:

29-8. Changeable Copy Signs.

Changeable copy signs, where permitted, shall comply with the provisions of this chapter, including the following additional requirements:

- A. The purpose of a changeable copy sign is to apprise the public of special events, attractions, or similar time-related information. Changeable copy shall not be used to advertise merchandise or special sales events, provided, however, that the prices of motor fuel may be displayed on a changeable copy sign on the premises where such motor fuel is sold.

- B. All such signs shall be permanently affixed to the ground or to a structure.
- C. Copy shall be changed by means of moveable lettering, which is more than one eighth (1/8) inch in thickness and shall not be changed more than once every twenty-four (24) hours. Changeable copy signs that are changed more frequently shall be considered animated signs and shall not be permitted.
- D. Changeable copy may not be located in any residential zoning district, excepting institutional uses.
- E. Changeable copy signs may be either freestanding signs or canopy signs and shall conform to the height limitations of such signs.
- F. No more than one (1) freestanding changeable copy sign shall be permitted per street frontage.
- G. The changeable portion of the sign shall be limited to three (3) lines of wording or, in the case of a cinema with more than one (1) theater, two (2) line per theater.
- H. The sign area of a changeable copy sign shall be included in the total permissible sign area for freestanding or canopy signs, as the case may be, excepting institutional uses. Changeable copy signs for institutional uses shall not exceed twelve (12) square feet in area.
- I. No portion of the lighting source for changeable copy signs shall be visible to the public traveling upon a public way.

Section 3. Continuation. In all other respects, the Revised General Ordinances of the Borough of Hightstown shall remain unchanged.

Section 4. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the Revised General Ordinances as a whole, or any other part thereof.

Section 5. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 6. Enactment. This Ordinance shall take effect upon the filing thereof with the Mercer County Planning Board after final passage, adoption, and publication by the Borough Clerk of the Borough of Hightstown in the manner prescribed by law.

Introduction:

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Proposed Changeable Copy Signs Revision to the Ordinance

February, 2018

29-3. General Regulations.

- A. Accessory uses. Permitted signs shall be allowed as accessory uses in all zoning districts, provided that all permitted signs in the Borough of Hightstown conform to the provisions of this chapter and any other ordinance or regulation of the municipality or the state or federal government relating to the erection, alteration or maintenance of signs. In the event of conflicting regulations, the most restrictive shall apply.
- B. Sign permit. A permit shall be required for the installation and erection of all signs, unless exempted from such requirements under Section 29-6 of this chapter. Notwithstanding any other provision to the contrary, grand-opening signs shall require a fee of twenty-five dollars (\$25.00) for a sign permit. All other sign permit fees shall be in accordance with Section 12-2.5 and Section 29-22 of the Borough Code. Sign permits issued for portable signs, as defined in this Ordinance, shall be renewed yearly and may, after notice and hearing, be denied or revoked based on the permit holders' compliance with applicable Sign Ordinance requirements, or findings made pursuant to this Ordinance.
- C. Unsafe signs. Whenever, in the opinion of the construction official, any sign becomes unsafe or endangers the safety of a building or premises or endangers the public safety, the construction official shall send a (certified mail, return receipt requested and regular mail) letter to the owner of the sign or the owner or tenant of the premises on which the sign is located, ordering that the sign be made safe or removed within five days of receipt of the letter. If the permittee fails to remove, alter or repair it within 30 days after the notice, the sign may be removed, altered or repaired by the Borough in order to comply by the construction official at the expense of the permittee or owner of the property upon which it is located. The building inspector may cause any sign or sign structure to be removed summarily and without written notice if it is an immediate peril to persons or property by virtue of its construction or moorings.
- D. Rights-of-way. No sign other than approved traffic control or similar official governmental signs shall be erected within or project over the right-of-way of any public street or sidewalk, except as hereinafter provided.
- E. Imitation of official signs. No sign shall be erected that is of such character, form, shape or color that it imitates or resembles any official traffic sign, signal or device or that has any characteristics which are likely to cause or dangerously distract the attention of the operator of a motor vehicle on a public street.
- F. Sight triangles. No sign shall be erected at the intersection of any streets improved for vehicular traffic within the triangular area formed by the right-of-way lines and a line connecting them at points thirty (30) feet from their intersection, unless the topmost portion of said sign is less than two and one-half (2-1/2) feet high. In no case shall any sign be so erected that it impedes the vision of motorists or pedestrians or otherwise endangers their safety. In the event of any conflict between the provisions of this paragraph F and Section 28-10.8 of the Borough Code, the provisions of Section 28-10.8 shall control.
- G. Prohibited placement. No sign shall be placed on any tree, telephone, electric light or public utility pole or upon rocks or other natural features.

- H. Permitted uses. No sign shall be erected containing a message that states or implies that a property may be used for any purpose not permitted in the zoning district in which said sign is located.
- I. Public Property. Any sign installed or placed on public property, except in conformance with the requirements of this chapter, shall be forfeited to the public and subject to confiscation. In addition to other remedies that may be imposed under this chapter, the Borough shall have the right to recover from the owner or person placing such sign the full costs of removal and disposal of such sign.
- J. Illumination. Signs exempt from permits in accordance with 29-6 of this chapter shall not be illuminated, unless otherwise permitted under this chapter. Any other sign may be illuminated unless otherwise prohibited.
- K. Sign Luminance. No sign shall exhibit a luminance exceeding 12.54 lumens per square foot (135 candelas per square meter) measured at right angles and 60 feet distance therefrom the face of the illuminated sign.

29-8. Changeable Copy Signs.

Changeable copy signs, where permitted, shall comply with the provisions of this chapter, including the following additional requirements:

- A. The purpose of a changeable copy sign is to apprise the public of special events, attractions, or similar time-related information. Changeable copy shall not be used to advertise merchandise or special sales events, provided, however, that the prices of motor fuel may be displayed on a changeable copy sign on the premises where such motor fuel is sold.
- B. All such signs shall be permanently affixed to the ground or to a structure.
- C. Copy shall be changed ~~electronically or~~ by means of moveable lettering, which is more than one eighth (1/8) inch in thickness and shall not be changed more than once every twenty-four (24) hours. Changeable copy signs that are changed more frequently shall be considered animated signs and shall not be permitted.
- D. Changeable copy may not be located in any residential zoning district, excepting institutional uses.
- E. Changeable copy signs may be either freestanding signs or canopy signs and shall conform to the height limitations of such signs.
- F. No more than one (1) freestanding changeable copy sign shall be permitted per street frontage.
- G. The changeable portion of the sign shall be limited to three (3) lines of wording or, in the case of a cinema with more than one (1) theater, two (2) line per theater.
- H. The sign area of a changeable copy sign shall be included in the total permissible sign area for freestanding or canopy signs, as the case may be, excepting institutional uses. Changeable copy signs for institutional uses shall not exceed twelve (12) square feet in area.
- I. No portion of the lighting source for changeable copy signs shall be visible to the public traveling upon a public way.

Section 3. Continuation. In all other respects, the Revised General Ordinances of the Borough of Hightstown shall remain unchanged.

Section 4. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the Revised General Ordinances as a whole, or any other part thereof.

Section 5. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 6. Enactment. This Ordinance shall take effect upon the filing thereof with the Mercer County Planning Board after final passage, adoption, and publication by the Borough Clerk of the Borough of Hightstown in the manner prescribed by law.

Introduced:

Adopted:

ATTEST:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone Mayor

Ordinance 2018-06

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN.” REGARDING CONTAINERS, PORTABLE STORAGE UNITS AND DUMPSTERS

WHEREAS, the Construction and Zoning Official of the Borough finds there is a need to amend Subsection 18-1-4 entitled “Containers” and Subsection 28-10-16 entitled “Portable Storage units and Dumpsters” of the “Revised General Ordinances of the Borough of Hightstown”; and

WHEREAS, the Mayor and Council concur with the recommended changes for the health, safety and quality of life for the Borough residents.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, that Chapter 18, entitled “Garbage and Rubbish” Subsection 18-1-4, entitled “Containers” of the “Revised General Ordinances of the Borough of Hightstown”; is hereby amended and supplemented in order to add the following (additions are shown with underline, deletions are shown with ~~striketrough~~):

Subsection 18-1-4 Containers.

a. One garbage container shall be provided by the Borough to each residential dwelling unit and non-residential user and shall remain the property of the Borough. Each dwelling can only place their one designated garbage container out for pickup. Placing more than one container per dwelling out for pickup is a violation of this ordinance. Each container shall be identified with a serial number and a log shall be maintained by the Public Works department of all containers distributed and their location. Users shall have a choice of a 95-gallon or 65-gallon container. Containers shall be maintained by the user in a clean, safe and good condition..

b. The Borough shall not be obligated to furnish more than one garbage container for each residential dwelling unit or nonresidential user within the Borough. Requests for additional garbage containers shall be submitted to the Borough Clerk on forms provided by him or her. Each such request shall be investigated by the Borough to determine if the requestor is in compliance with all portions of Chapter 18 of the *Revised General Ordinances of the Borough of Hightstown* and all laws regarding recycling and the disposal of solid waste. Additional containers will be provided only in cases of extraordinary and documented need, as determined by the Solid Waste Committee, following review of the information submitted in writing by the applicant.

c. Except as provided in subsection 18-1.5, garbage will not be collected unless contained within containers provided by and registered with the Borough.

BE IT FURTHER ORDAINED, by the Mayor and Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, that Chapter 28, entitled “Zoning” Subsection 28-10-16, entitled “Portable Storage Units and Dumpsters” of the “Revised General Ordinances of the Borough of Hightstown”; is hereby amended and supplemented in order to add the following (additions are shown with underline, deletions are shown with ~~strike through~~):

Subsection 28-10-16 Portable Storage Units and Dumpsters.

a. Usage of Portable Storage Unit. A portable storage unit may be used for holding personal property when work in a structure may require personal property to be placed elsewhere, or for loading or unloading personal property when moving to or from a structure.

b. Usage of Dumpsters. A dumpster may be used for holding refuse, garbage, waste, construction materials, debris or recyclables while work in a structure is under way requiring a place to throw away large amounts of waste materials, or for holding waste materials. The dumpster shall not be used to hold construction debris or any hazardous, harmful or offensive materials from offsite locations.

c. Frequency and Duration. An “event” shall consist of the delivery and pick-up of the portable storage unit or multiple deliveries and pick-ups within thirty (30) days. Temporary portable storage units and dumpsters may not exceed the following durations of stay:

(1) In any of the Residential Zoning Districts, events shall be a maximum of thirty (30) calendar days per event with a maximum of four (4) events per structure per calendar year. There shall be at least one (1) month between each event.

(2) In Residential Zoning Districts, the Zoning Officer may approve an event lasting more than the maximum of thirty (30) calendar days described above, but not more than ninety (90) days provided a permit for construction or rehabilitation has been obtained for the subject property.

d. Placement. Portable storage units and dumpsters may not be placed in streets or public rights-of-way or on easements for utility maintenance or forward of the front wall of the principal structure unless authorized by the Zoning Officer. Such authorization shall be controlled by the availability and practicality of placing the portable storage unit or dumpster elsewhere on the property.

e. Responsibility of user. Portable storage units and dumpsters shall be in good condition, free from deterioration, weathering, discoloration, rust, ripping, tearing or other holes, breaks or leaks. When not in use, the portable storage unit shall be kept locked. Dumpster lids and doors shall be kept tightly and completely closed when not in use. The user is responsible to ensure no hazardous substances are stored or kept within a portable storage unit or dumpster. The area surrounding the dumpster shall also be kept clean and free of debris. (Ord. No. 2010-08)

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:

Adopted:

Debra L. Sopronyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

Resolution 2018-72

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

RESOLUTION OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER DESIGNATING CERTAIN PROPERTY AS AN AREA IN NEED OF REDEVELOPMENT

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

WHEREAS, a revised redevelopment plan (“Redevelopment Plan”) containing development standards for that portion of the Redevelopment Area which is known as Sub-Area I (Bank Street) was adopted by Ordinance Number 2015-04 of the Borough Council on April 20, 2015, which revised those redevelopment plans for the Redevelopment Area previously adopted by the Borough on September 7, 2004, October 2, 2006 and October 6, 2008, and which was subsequently further amended by ordinance adopted March 6, 2017; and

WHEREAS, on March 10, 2017, the Borough and RBG Hightstown, LLC (the “Redeveloper”) entered into that certain Amended and Restated Redevelopment Agreement (the “Redevelopment Agreement”), pursuant to which, among other things, the Redeveloper agreed to redevelop the portion of the Redevelopment Area consisting of Block 30, Lots 1-7, Block 30, Lots 10-13, and Block 21, Lots 1-13 & 26 on the Borough’s tax map (collectively, the “Original Project Area”), which constitutes part of Sub-Area I (Bank Street), by constructing thereon a mixed-use project (the “Project”); and

WHEREAS, the Redeveloper expressed a desire to also redevelop the parcel designated on the Borough’s tax map as Block 21, Lot 20 (the “Additional Property”), located directly adjacent to the Original Project Area, in order to effectively access the Project; and

WHEREAS, by Resolution No. 2017-203 adopted on December 11, 2017, the Borough Council authorized and directed the Borough’s Planning Board (the “Planning Board”) to conduct a preliminary investigation to determine whether the Additional Property meets the criteria for, and should be designated as an area in need of redevelopment; and

WHEREAS, on March 12, 2018, the Planning Board (the “Planning Board”) conducted a hearing in accordance with N.J.S.A. 40A:12A-6b to determine whether the Additional Property meets criteria for designation as an area in need of redevelopment; and

WHEREAS, the Planning Board received a report prepared by the Planning Board’s Planning Consultants, Brian Slaugh, P.P. and Kendra Lelie, P.P. of Clarke Caton Hintz, P.C., entitled “Preliminary Investigation of an Area in Need of Redevelopment, Expansion of the Bank Street (Sub-Area 1) Redevelopment Area Block 21, Lot 20, Hightstown, Mercer County, New Jersey” (the “Report”) regarding whether the Additional Property should be designated an area in need of redevelopment; and

WHEREAS, at the above-described public hearing, Mr. Slaugh testified that the Additional Property meets the criteria for redevelopment area designation set forth in N.J.S.A. 40A:12A-5c, 5e and 5h and that, moreover, even if the Additional Property did not meet any such criteria, it would still qualify under N.J.S.A. 40A:12A-3 as it is necessary for the effective redevelopment of the Redevelopment Area; and

WHEREAS, on March 12, 2018, the Planning Board determined that the Additional Property meets criteria set forth in N.J.S.A. 40A:12A-5c, 5e, and 5h and that, under N.J.S.A. 40A:12A-3, the Additional Property is necessary for the effective redevelopment of the Redevelopment Area, and recommended that the Borough Council so designate the Additional Property; and

WHEREAS, on March 12, 2018, the Planning Board adopted a resolution memorializing the aforementioned findings and conclusions (the "Planning Board Resolution"); and

WHEREAS, the Borough Council agrees with the conclusions of the Planning Board that the Additional Property meets the aforementioned criteria for redevelopment area designation and that the Additional Property is necessary for the effective redevelopment of the Redevelopment Area pursuant to N.J.S.A. 40A:12A-3, and the Borough Council finds that such conclusions are supported by substantial evidence, as described in more detail in the Planning Board Resolution; and

WHEREAS, the Borough Council further agrees with the recommendations of the Planning Board that the Additional Property be designated as an area in need of redevelopment under the Redevelopment Law and the Borough Council now desires to so designate the Additional Property.

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

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

Section 2. The Additional Property is hereby designated as an area in need of redevelopment under the Redevelopment Law.

Section 3. In connection with the Additional Property, the Township is authorized to use all the powers provided under the Redevelopment Law for use in a redevelopment area, including the power of eminent domain.

Section 4. This resolution shall take effect immediately.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 19, 2018.

Debra L. Sopronyi
Borough Clerk



Preliminary Investigation of
an Area in Need of Redevelopment

Expansion of the Bank Street
Redevelopment Area

Block 21, Lot 20

Hightstown Borough, Mercer County, New Jersey

March 12, 2018

Prepared by:

Clarke Caton Hintz | 100 BARRACK STREET | TRENTON, NJ | 08608

Preliminary Investigation of an Area in Need of Redevelopment

Expansion of the Bank Street (Sub-Area 1) Redevelopment Area

Block 21, Lot 20

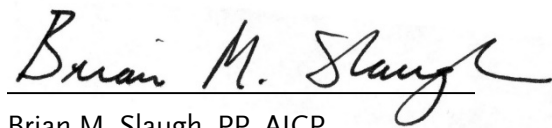
Hightstown Borough, Mercer County, New Jersey

Adopted pursuant to N.J.S.A. 40A:12A-1, *The New Jersey Local Redevelopment and Housing Law*, as a Preliminary Investigation by the Planning Board on March 12, 2018.

Implemented by the Borough Council by Resolution 2018-72, adopted on March 19, 2018.

Prepared for Hightstown Borough by

Clarke Caton Hintz, P.C.



Brian M. Slauch, PP, AICP
Principal-in-Charge
PP License 3743



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Senior Associate
PP License 5537



Planning Board

Fred Montferrat, *Chair*
Lawrence Quattrone, *Mayor*
Steve Misiura, *Councilman*
Beverly Asselstine
Dodie Colavecchio
Ronald Hansen
Joshua Jackson
William Searing
Joseph F. Balcewicz, *Alt. 1*
Raymond Cabot, *Alt 2*

Staff and Consultants

Sandy Belan, *Board Secretary*
Jolanta Maziarz, Esq., *Board Attorney*
Carmela Roberts, PE, CME, *Borough
and Board Engineer*
Brian Slauch, PP, AICP, *Borough and
Board Planner*

TABLE OF CONTENTS

Introduction and Executive Summary	1
Tax Lots: Bank Street Redevelopment Area Map.....	2
Statutory Authority and Process	3
Study Area Description	3
Environmental Constraints: Bank Street Redevelopment Area Map.....	4
Redevelopment Defined.....	5
Application of Redevelopment Criteria to the Study Area	5
Criterion “C”	6
Criterion “E”	7
Criterion “H”	7
Redevelopment Area Designation in the Alternative.....	8
Recommendation	9
Subsequent Procedural Steps	10
Public Hearing.....	10
Planning Board Recommendation to Borough Council.....	10
Redevelopment Plan.....	10
Appendix A: Resolution 2017-203	11



INTRODUCTION AND EXECUTIVE SUMMARY

The Borough Council of Hightstown directed the Planning Board in Resolution 2017-203, adopted on December 11, 2017, to conduct a preliminary investigation to determine whether the area known as the Block 21, Lot 20 Study Area qualifies as an *Area in Need of Redevelopment* (ANR), pursuant to the criteria established at N.J.S.A. 40A:12A-1 *et seq.*, known as the “*Local Redevelopment and Housing Law*” (LRHL). The resolution is found in Appendix A.

The Study Area is composed of Block 21, Lot 20 and is a minimally improved vacant lot (*see* Study Area map, p. 2). The Borough Council, in accordance with the requirements of the LRHL, indicated in its resolution to the Planning Board that the Block 21, Lot 20 Study Area was being considered a “condemnation redevelopment area”, meaning that the use of the power of eminent domain could be used within the ANR should it be so designated. Subsequent to the Borough Council resolution, the Planning Board directed this office to undertake such a study.

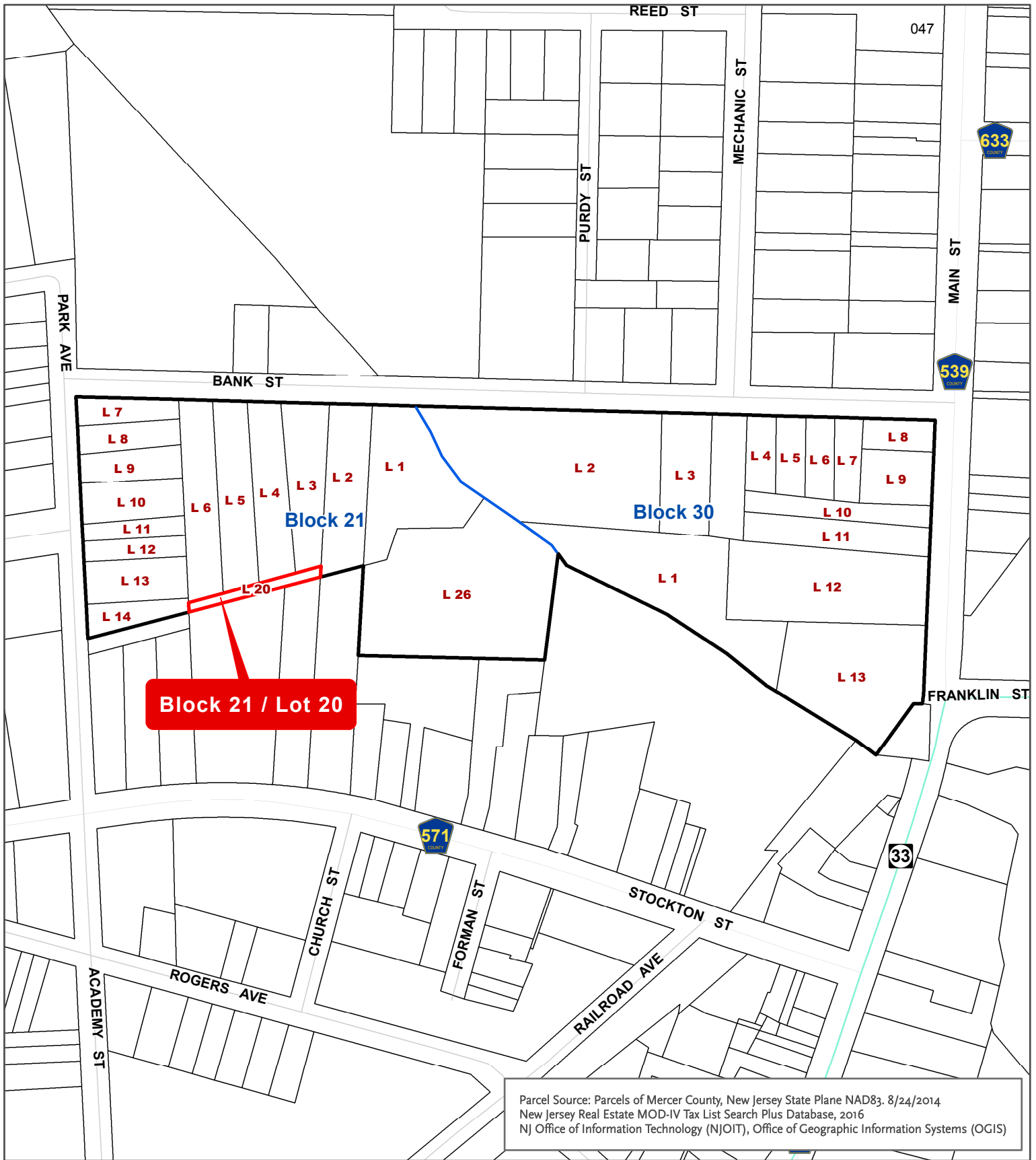
This report, which constitutes a *Preliminary Investigation* of the Block 21, Lot 20 Study Area, is the statutorily-enabled vehicle by which the Planning Board may respond to the Borough Council’s request to study the area in question. It provides an examination of the existing conditions of the study area, written descriptions and data analysis. The information gathered is compared to the criteria contained within the LRHL and, based on that comparison, a recommendation is made as to whether it should be formally identified as an ANR.

This report concludes that the Study Area does meet the criteria for designation as an Area in Need of Redevelopment. The ownership of the parcel is unknown and diligent title searching has failed to turn up the land owner. Physically, the lot contains some gravel and fencing making it appear to be part of the former manufacturing facility, known locally as the rug mill, that is immediately adjacent to the Study Area. It is likely that the property was in fact owned by the rug mill but that cannot be ascertained at this point in time.

Using the eligibility standards in N.J.S.A. 40A:12A-5, the Study Area meets Criteria “c”, “e” and “h” of the Local Housing and Redevelopment Law. Even if none of the criteria could be met, it would still qualify to be part of the expanded Bank Street Redevelopment Area since this lot is necessary for the effective redevelopment of the former rug mill buildings into new residential and commercial uses.

NJ LHRL: *Redevelopment Process*

- Borough Council directs the Planning Board to undertake a preliminary investigation to determine whether or not an identified area requires redevelopment.
- Planning Board conducts an investigation and holds a public hearing on the proposed redevelopment-area designation.
- Based on the Planning Board’s recommendation, Borough Council may designate all or some of the study area as an “area in need of redevelopment”.
- The Borough Council either prepares a redevelopment plan for the area, or directs the Planning Board to prepare the plan.
- The Borough Council adopts the redevelopment plan.
- The Borough Council or another public agency/ authority is designated as the “redevelopment entity” that oversees the implementation of the redevelopment plan.
- The redevelopment entity selects a redeveloper(s) to undertake a project(s) that implements the plan.



Parcel Source: Parcels of Mercer County, New Jersey State Plane NAD83. 8/24/2014
New Jersey Real Estate MOD-IV Tax List Search Plus Database, 2016
NJ Office of Information Technology (NJGIT), Office of Geographic Information Systems (OGIS)



0 100 200 Feet

Clarke Caton Hintz



Architecture

Planning

Landscape Architecture

PRELIMINARY INVESTIGATION OF AN AREA IN NEED OF REDEVELOPMENT

Tax Lots

Bank Street Redevelopment Area

LOCATION:

Hightstown Borough, Mercer County, NJ

DATE:

March 12, 2018



STATUTORY AUTHORITY AND PROCESS

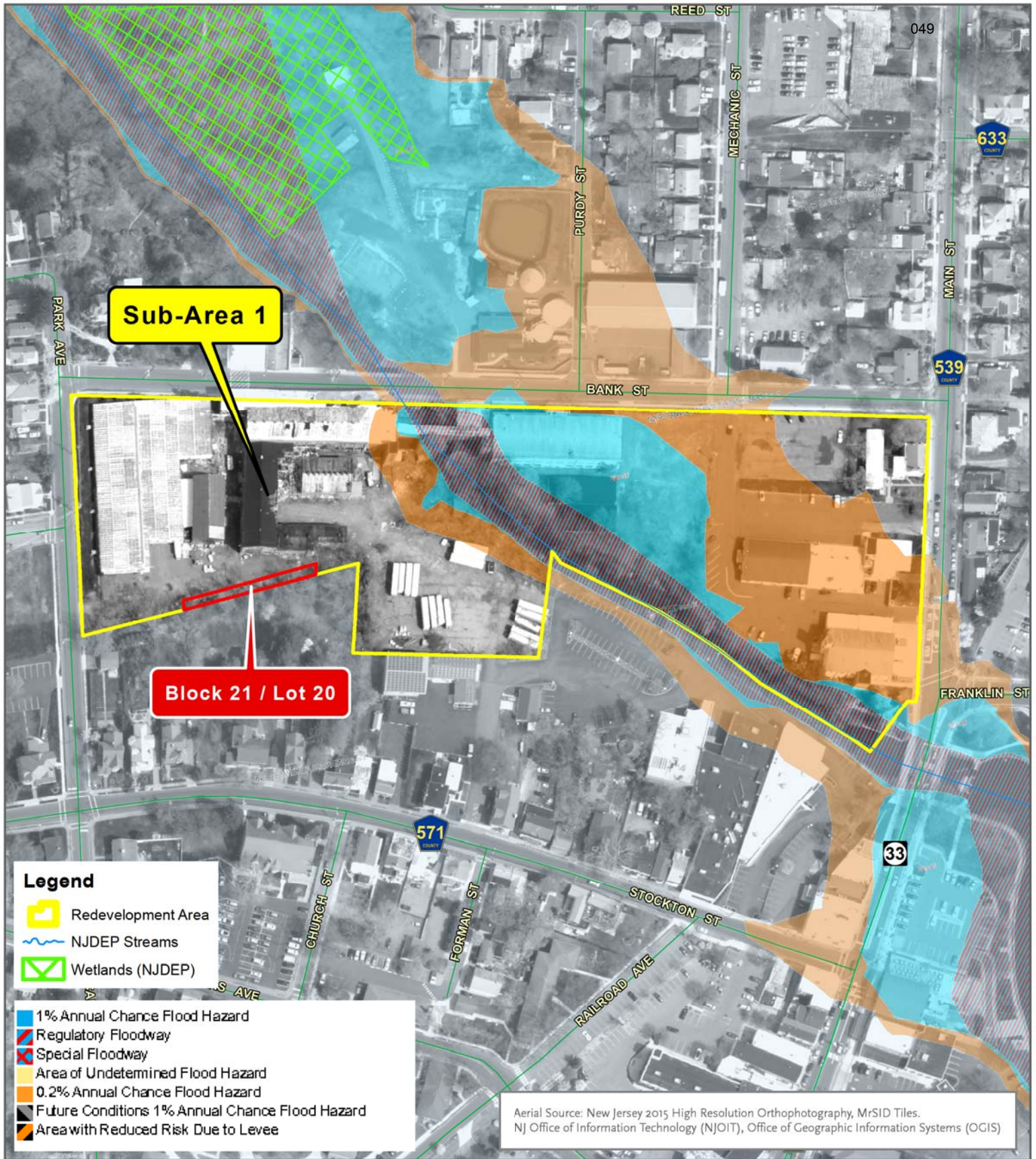
Under the LHRL, municipalities are empowered to determine whether an area is in need of redevelopment, to adopt a redevelopment plan, and to implement and carry out redevelopment projects by following the statutorily defined process set forth in the LHRL (*see sidebar*, prior page). This process may result in the adoption of a redevelopment plan, which is a new set of development concepts, land use and potentially specific development regulations, along with the ability to offer enhanced fiscal tools that may act as incentives to prospective redevelopers. Ultimately, it is a means to lay the groundwork for redevelopment that benefits both the public and private interests.

STUDY AREA DESCRIPTION

The Study Area is less than three-hundredths of an acre of land located adjacent to Sub-Area 1 (Bank Street) of the Main Street Redevelopment Area. For clarity, it will be called the Bank Street Redevelopment Area to distinguish it from the other redevelopment sub-areas in town. The Study Area is a thin land-locked parcel located on the southern edge of the western portion of the Bank Street Redevelopment Area, measuring approximately 200 feet in length by 6 feet in width or so (1,200± sf.). Accessible only by a private drive from Block 21, Lots 3-5 and 14, the Study Area has a slight slope west to east and north to south. The southern edge of the parcel is located at the edge of a deep swale that drains the land from North Academy Street to Rocky Brook. The environmental constraints of the Bank Street Redevelopment Area are concentrated along the Rocky Brook stream corridor and do not affect the subject property. See *Environmental Constraints: Bank Street Redevelopment Area* map, p. 4.

The Study Area is located in the Residential 3 (R-3) zoning district. Surrounding land uses include a storage facility and vacant industrial buildings to the north and single-family dwellings to the south. The parcels located immediately to the west, north and east of the Study Area were designated as an Area in Need of Redevelopment in December 2003 and are also included in several iterations of the Sub-Area I Redevelopment Plan which was originally adopted in September 2004 (subsequently revised in October 2006, October 2008, April 2015 and most recently March 2017).

The March 2017 Redeveloper's Agreement for this area contemplates the development of approximately 47,500 square feet of retail space, 266 residential units, associated parking and other infrastructure improvements. Based on the concept and phasing plan attached to the Agreement, the Study Area parcel is needed to provide adequate access to the redevelopment project.



0 100 200 Feet

Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

PRELIMINARY INVESTIGATION OF AN AREA IN NEED OF REDEVELOPMENT

Environmental Constraints Bank Street Redevelopment Area

LOCATION:

Hightstown Borough, Mercer County, NJ

DATE:

March 12, 2018



REDEVELOPMENT DEFINED

Redevelopment is defined in the LHRL as:

Clearance, replanning [*sic*], development and redevelopment; the conservation and rehabilitation of any structure or improvement, the construction and provision for construction of residential, commercial, industrial, public or other structures and the grant or dedication of spaces as may be appropriate or necessary in the interest of the general welfare for streets, parks, playgrounds, or other public purposes, including recreational and other facilities incidental or appurtenant thereto, in accordance with a redevelopment plan. [N.J.S. 40A:12A-3]

APPLICATION OF REDEVELOPMENT CRITERIA TO THE STUDY AREA

Criteria set forth in the LRHL at N.J.S.A. 40A:12A-5 provides the basis for the determination of an Area in Need of Redevelopment. Although there are a variety of factors that could apply to particular properties in a study area, an area qualifies as being in need of redevelopment if it meets at least one of the eight statutory criteria, listed in the sidebar to the right and the following page. These criteria are commonly identified by the letter (a-h) corresponding to the paragraphs of Section 5 of the LRHL. They relate to the impact of a particular area on public health, safety and welfare, primarily through conditions of deterioration, obsolescence, vacancy, title, ownership, destruction by fire or natural disaster and long-standing unimproved conditions not amenable to private sector investment. The absence of any use of the land and an area's relationship to an Urban Enterprise Zone or "smart growth" regions are also addressed in the criteria.

Redevelopment Criteria "a" through "d" (N.J.S.A. 40A:12A-5)

- a. The generality of buildings is substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.
- b. The discontinuance of the use of buildings previously used for commercial, manufacturing, or industrial purposes; the abandonment of such buildings; or the same being allowed to fall into so great a state of disrepair as to be untenable.
- c. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency, or redevelopment entity, or unimproved land that has remained so for a period of ten years prior to adoption of the resolution, and that be reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.
- d. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.



The Study Area is an essentially unimproved, undersized parcel, irregular in shape, land-locked and with an unknown owner. As discussed below, there are a number of criteria in the law that speak to these conditions.

CRITERION “C”

The Study Area meets the “c” criterion since it is *“unimproved land that has remained so for a period of ten years... and is not likely to be developed through the instrumentality of private capital”*.

Based on the historical aerial photographs, the lot has remained unimproved for at least the last 10 years. Furthermore, the Borough first established a redevelopment area 15 years ago when it became apparent that private capital, without the benefits of the tools present in the LHRL, would be insufficient to address the blighting conditions present in the old mill buildings. As previously noted, the tax assessor data indicates that the parcel has no known owner which creates an insurmountable challenge to a private entity willing to purchase the property. Hence, only governmental action to acquire the property will enable its reuse.

The property itself is very narrow and cannot by itself be developed without being adjoined to an adjacent property. By itself, it has no access to a public street or private easement leading to a street. Without the subject lot, the access around the south edge of the middle building on Block 21, Lot 3 is only 6.3 feet wide. This is inadequate for fire and emergency personnel to use.

Given the history of its unimproved condition and having an unknown owner, the undersized lot lacking access to a public street is not likely to be developed through the use of private capital.

Redevelopment Criteria “e” through “h” (N.J.S.A. 40A:12A-5)

- e. A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of real property therein or other conditions, resulting in the stagnant or not fully productive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare.
- f. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.
- g. In any municipality in which an enterprise zone has been designated pursuant to the “New Jersey Urban Enterprise Zones Act,” P.L. 1983, c.303 (C.52:27H-60 et seq.) *(subject to limited redevelopment powers)*
- h. The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.



CRITERION “E”

The Study Area meets the “e” criterion in the statute since it exhibits “*A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of real property therein or other conditions...*”.

Since the property has no known owner and title searchers have not unearthed how the lot was created or whether it has been subsumed into another property, it has a clouded title. Being placed into a condemnation redevelopment area allows the municipality to acquire the property and extinguish any potential future claims to it. Without this action, the property cannot be properly utilized and may not be used to address the need for adequate circulation for the existing Bank Street Redevelopment Area. Consequently, the property also meets Criterion E as well as Criterion C.

CRITERION “H”

“Smart Growth” principles are embodied in the New Jersey State Development and Redevelopment Plan adopted on March 1, 2001 by the State Planning Commission pursuant to the State Planning Act (N.J.S.A. 52:18A-196 *et seq.*). Hightstown Borough is a Designated Center located in Planning Area 2. Centers have been designated by the State Planning Commission as “Smart Growth Areas”. Smart Growth Areas have been codified in the lending criteria for the NJ Housing Mortgage Finance Agency, infrastructure development by the Board of Public Utilities and in the expedited permit review allowed under the NJ Department of Environmental Protection in smart growth areas (N.J.S.A. 13:1D-144).

The State Plan contains policies that are related to redevelopment and this study. For example, Policy 1: Revitalize the State’s Cities and Towns, recommends to, “Leverage private investments in jobs and housing.”¹ Policy 3: Promote Economic Growth, Development and Renewal for All, suggests, “Retain and expand businesses, and encourage new, environmentally sustainable businesses in Centers and areas with infrastructure.”² These policies can be implemented best through the redevelopment plan process.

The State Planning Commission recommends that the response to these policy objectives lies with:

*Capitaliz[ing] on the opportunities for redevelopment in Centers afforded by redevelopment laws and brownfield redevelopment programs. Establish and maintain a publicly accessible inventory of sites recommended for redevelopment.*³

¹ - NJ State Development and Redevelopment Plan, p. 25

² - *ibid.* p. 51

³ - *ibid.* p. 194



The designation of the site as an area in need of redevelopment is consistent with the State Development and Redevelopment Plan. Within Smart Growth Areas, new development could be designed according to smart growth principles or could conceivably continue to remain an impediment to the effective and efficient redevelopment of a redevelopment area containing vacant and dilapidated buildings.

The Office of Planning Advocacy, staff to the State Planning Commission, describes Smart Growth as follows:

Smart Growth is the term used to describe well-planned, well-managed growth that adds new homes and creates new jobs, while preserving open space, farmland, and environmental resources. Smart Growth supports livable neighborhoods with a variety of housing types, price ranges and multi-modal forms of transportation. Smart Growth is an approach to land-use planning that targets the State's resources and funding in ways that enhance the quality of life for residents in New Jersey. Smart Growth principles include mixed-use development, walkable town centers and neighborhoods, mass transit accessibility, sustainable economic and social development and preserved green space.⁴

Redevelopment of the Study Area provides the opportunity to further the following smart growth principles: (1) future development directed to Centers with existing infrastructure; (2), creation of livable and walkable neighborhoods with a variety of housing types and price ranges; and (3), community and stakeholder collaboration in development decision making.

The designation of the Study Area demonstrates that positive outcomes can occur with its redevelopment as a contributing infill parcel to a larger redevelopment area in an existing Center. It ensures the successful redevelopment of a vacant and dilapidated parcel located within the center of a Designated Town, as provided in the NJSDRP, providing opportunities to create jobs and housing in a livable and walkable neighborhood. Consequently, the redevelopment of this parcel which will support an allowed use within the Bank Street Redevelopment Area will further the objectives of Smart Growth development, which is supported by many policies at the state and local level.

While Criterion “H” is not by itself sufficient to designate the Study Area as an Area in Need of Redevelopment, it provides a supporting role to the LRHL definition of a “redevelopment area” or an “area in need of redevelopment”.

REDEVELOPMENT AREA DESIGNATION IN THE ALTERNATIVE

Even if Block 21, Lot 20 did not meet any criteria of the LHRL for designation itself, the property is fundamentally necessary to meet the objectives of the Bank Street Redevelopment Area. Property is permitted to be included in a redevelopment area if:

⁴ - www.nj.gov/dca/osg/smart/index.shtml



“...lands, buildings, or improvements which of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part.” (N.J.S.A. 40A:12A-3)

As noted above, access around the south side of the middle building is compromised without the ability to use the subject parcel for circulation purposes, including its use by fire and emergency personnel. Block 21, Lot 20 is thus necessary for the effective redevelopment of the Bank Street Redevelopment Area.

RECOMMENDATION

This report and appendices constitutes the preparation of a preliminary investigation for determining an Area in Need of Redevelopment as directed by the Borough Council of Hightstown Borough. It is the conclusion of this preliminary investigation that the Study Area qualifies under the criteria set forth at N.J.S.A. 40A:12A-1 *et seq.*, to be designated as an Area in Need of Redevelopment. The Study Area satisfies criteria “c”, “e” and “h” for many reasons, including a lack of clear ownership and title, the lack of access to a public street, its narrowness and small size, and its necessary inclusion in the Bank Street Redevelopment Area, or Sub-Area 1 of the Main Street Redevelopment Area, in order to ensure that its goals and objectives for redevelopment may be met.



SUBSEQUENT PROCEDURAL STEPS

PUBLIC HEARING

Upon receipt of this preliminary investigation, the Planning Board is required to hold a public hearing. Notices for the hearing are required to be published in the newspaper of record in the municipality once each week for two consecutive weeks. A copy of the notice is required to be mailed to the last owner of record of each property within the proposed Redevelopment Area. The newspaper notice must be published in the official newspaper of the municipality.

PLANNING BOARD RECOMMENDATION TO BOROUGH COUNCIL

Once the hearing has been completed, the Planning Board makes a recommendation to the Borough Council that the delineated area, or any part of such an area, should or should not be determined to be an Area in Need of Redevelopment. The Borough Council may then adopt a resolution determining that the delineated area, or portion, is a Redevelopment Area. Notice of such determination is then sent to each objector who has sent in a written objection and the Commissioner of the NJ Department of Community Affairs.

REDEVELOPMENT PLAN

If so designated by the Borough, the next action would be the addition of the parcel to the existing Bank Street Redevelopment Plan. An amendment to the Redevelopment Plan is adopted by ordinance by the Borough Council before any project is initiated. The Redevelopment Plan should be either substantially consistent with the municipal master plan or designed to effectuate the master plan.

Redevelopment Plan: Required Elements (N.J.S.A. 40A:12A-7.a)

- The plan's relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
- Proposed land uses and building requirements in the project area.
- Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.
- An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.
- The relationship of the plan to the master plans of contiguous municipalities, the master plan of the county in which the municipality is located, and the State Development and Redevelopment Plan.
- Pursuant to N.J.S.A. 40A:12A-7.c., the Redevelopment Plan must also describe its relationship to pertinent municipal development regulations as defined in the "Municipal Land Use Law", N.J.S.A. 40:55D-1 *et seq.*



APPENDIX A: RESOLUTION 2017-203

Resolution 2017-203

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

RESOLUTION OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, AUTHORIZING AND DIRECTING THE BOROUGH PLANNING BOARD TO DETERMINE WHETHER CERTAIN PROPERTY CONSTITUTES AN AREA IN NEED OF CONDEMNATION REDEVELOPMENT

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

WHEREAS, a revised redevelopment plan ("Redevelopment Plan") containing development standards for that portion of the Redevelopment Area which is known as Sub-Area I (Bank Street) was adopted by Ordinance Number 2015-04 of the Borough Council on April 20, 2015, which revised those redevelopment plans for the Redevelopment Area previously adopted by the Borough on September 7, 2004, October 2, 2006 and October 6, 2008, and which was subsequently further amended by ordinance adopted March 6, 2017; and

WHEREAS, on March 10, 2017, the Borough and RBG Hightstown, LLC (the "Redeveloper") entered into that certain Amended and Restated Redevelopment Agreement (the "Redevelopment Agreement"), pursuant to which, among other things, the Redeveloper agreed to redevelop the portion of the Redevelopment Area consisting of Block 30, Lots 1-7, Block 30, Lots 10-13, and Block 21, Lots 1-13 & 26 on the Borough's official tax map (collectively, the "Original Project Area"), which constitutes part of Sub-Area I (Bank Street), by constructing thereon a project including approximately 47,500 square feet of retail space, approximately 266 residential units, and associated parking and other infrastructure improvements (the "Project"), consistent with the Concept and Phasing Plan attached as Exhibit 2 to the Redevelopment Agreement; and

WHEREAS, pursuant to P.L. 2013, Chapter 159, "[t]he resolution authorizing the planning board to undertake a preliminary investigation shall state whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain ("Non-Condemnation Redevelopment Area") or whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area, including the power of eminent domain (hereinafter referred to as a "Condemnation Redevelopment Area"); and

WHEREAS, the Redevelopment Area, by virtue of its establishment on December 1, 2003 prior to the enactment of P.L. 2013, Chapter 159, is a Condemnation Redevelopment Area which authorizes the municipality to use all those powers provided by the Legislature for use in a redevelopment area, including the power of eminent domain; and

WHEREAS, as the plans for Sub-Area I are developed to implement the Redevelopment Plan, it has become apparent that an additional lot, designated as Block 21, Lot 20 on the Borough's tax assessment map, lying outside of the Redevelopment Area, is necessary to allow effective access to the Project; and

WHEREAS, the Borough desires to authorize and direct the Borough's Planning Board (the "Planning Board") to undertake a preliminary investigation to determine whether the Block 21, Lot 20 meets one or more criteria for designation as a Condemnation Area in Need of Redevelopment; and

WHEREAS, if Block 21, Lot 20 is determined to meet the criteria for designation as an Area in Need of Redevelopment and the Borough so designates the parcel, then the Borough shall be authorized to use all the powers provided under the Redevelopment Law for use in a Condemnation Redevelopment Area, including the power of eminent domain.

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

- Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.
- Section 2.** That the Planning Board is hereby authorized and directed to undertake a preliminary investigation, utilizing the Borough Planner to prepare the preliminary investigation, pursuant to the notice, conduct a hearing and comply with other requirements of the Redevelopment Law, N.J.S.A. 40A: 12A-1, et seq., as amended, in order to recommend to the Borough Council whether the area comprising the study area is an area in need of Condemnation Redevelopment according to the criteria set forth in N.J.S.A. 40A:1 2A-5.
- Section 3.** In the event the governing body shall designate Block 21, Lot 20 as a redevelopment area, the Borough shall be authorized to use all the powers provided under the Redevelopment Law for use in a Condemnation Redevelopment Area, including the power of eminent domain.
- Section 4.** A copy of this resolution shall be forwarded to the Secretary of the Planning Board for action consistent herewith.
- Section 5.** The Planning Board shall submit its findings and recommendations to the Borough Council in the form of a Resolution with supporting documentation.
- Section 6.** This resolution shall take effect immediately.

CERTIFICATION

**I hereby certify the foregoing to be a true copy of a resolution adopted
by the Borough Council at a meeting held on October 2, 2017.**

Debra L. Sopronyi, RMC
Borough Clerk

Ordinance 2018-07

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

ORDINANCE OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER APPROVING AN AMENDMENT TO REDEVELOPMENT PLAN FOR MAIN STREET REDEVELOPMENT AREA

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

WHEREAS, a revised redevelopment plan (“Redevelopment Plan”) containing development standards for that portion of the Redevelopment Area which is known as Sub-Area I (Bank Street) was adopted by Ordinance Number 2015-04 of the Borough Council on April 20, 2015, which revised those redevelopment plans for the Redevelopment Area previously adopted by the Borough on September 7, 2004, October 2, 2006 and October 6, 2008, and which was subsequently further amended by ordinance adopted March 6, 2017; and

WHEREAS, on March 10, 2017, the Borough and RBG Hightstown, LLC (the “Redeveloper”) entered into that certain Amended and Restated Redevelopment Agreement (the “Redevelopment Agreement”), pursuant to which, among other things, the Redeveloper agreed to redevelop the portion of the Redevelopment Area consisting of Block 30, Lots 1-7, Block 30, Lots 10-13, and Block 21, Lots 1-13 & 26 on the Borough’s tax map (collectively, the “Original Project Area”), which constitutes part of Sub-Area I (Bank Street), by constructing thereon a mixed-use project (the “Project”); and

WHEREAS, the Redeveloper expressed a desire to also redevelop the parcel designated on the Borough’s tax map as Block 21, Lot 20 (the “Additional Property”), located directly adjacent to the Original Project Area, in order to effectively access the Project; and

WHEREAS, on March 19, 2018, the Borough Council adopted a resolution designating the Additional Property as an area in need of redevelopment

WHEREAS, the Borough Council now desires to amend the Redevelopment Plan to also apply to the Additional Property.

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

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

Section 2. The Redevelopment Plan shall also apply to Block 21, Lot 27, which shall be part of “Sub-Area I (Bank Street)”, notwithstanding the fact that maps and figures contained therein do not depict such parcel or that the narrative descriptions of the area governed by THE Redevelopment Plan do not include the Additional Property. The standards and other provisions set forth in the Redevelopment Plan applicable to Sub-Area I (Bank Street) shall also apply to the Additional Property.

Section 3. If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereof shall not affect the remaining parts of this ordinance.

Section 4. All ordinances and resolutions or parts thereof inconsistent with this ordinance are hereby rescinded.

Section 5. A copy of this ordinance shall be forwarded to the Secretary of the Planning Board for action consistent herewith.

Section 6. This ordinance shall take effect in accordance with applicable law.

Introduced:

Adopted:

Debra L. Soprnyi
Municipal Clerk

Lawrence D. Quattrone
Mayor

Resolution 2018-73

*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 \$149,998.92 from the following accounts:

Current		\$71,801.94
W/S Operating		47,294.03
General Capital		11,499.50
Water/Sewer Capital		12,707.61
Grant		0.00
Trust		6,410.24
Housing Trust		0.00
Animal Control		285.60
Law Enforcement Trust		0.00
Housing Rehab Loans		0.00
Unemployment Trust		0.00
Escrow		<u>0.00</u>
Total		<u>\$149,998.92</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 March 19, 2017.

Debra L. Sopronyi
Borough Clerk

Date: March 19, 2017

To: Mayor and Council

From: Finance Office

Re: Manual Bill List

CURRENT ACCOUNT

	<u>DATE ISSUED</u>	<u>PO #</u>	<u>CHECK #</u>	<u>Amount</u>
Aligned Power	3/5/2018	17-00592	27694	\$ 8,900.00
NJ DEP/Treasurer State of NJ	3/6/2018	18-00328	27695	\$ 200.00
Scott Jenkins	3/8/2018	18-00329	27696	\$ 150.00
Donna Syx	3/12/2018	18-00347	27697	\$ 120.00
Treasurer State of New Jersey	3/12/2018	18-00349	27698	\$ 1,915.00

TOTAL

\$11,285.00

GENERAL CAPITAL

Mercer County Soil Conservation	3/1/2018	18-00312	6259	\$ 1,420.00
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TOTAL

\$ 1,420.00

WATER AND SEWER CAPITAL

Aligned Power	3/9/2018	17-00592	5857	\$ 7,031.36
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TOTAL

\$ 7,031.36

MANUAL TOTAL

\$ 19,736.36

March 15, 2018
11:05 AM

Borough of Hightstown
Bill List By Vendor Name

Page No: 1
063

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

A0554 ALL INDUSTRIAL SAFETY PRODUCTS

17-01870 11/29/17 SAFETY VESTS/GLOVES/EAR PLUGS

1	POSIGRIP 15 GAUGE NITRILE WORK	81.60	7-01-26-290-001-032	B Uniforms	R	11/29/17	03/14/18		219676		N
2	BR-1552B/L econ mesh line vest	94.80	7-01-26-290-001-032	B Uniforms	R	11/29/17	03/14/18		218.544		N
3	BR-1552B/XL	94.80	7-01-26-290-001-032	B Uniforms	R	11/29/17	03/14/18		218.544-2		N
4	BR-1552B/XXL	94.80	7-01-26-290-001-032	B Uniforms	R	11/29/17	03/14/18		219678		N
5	BR-1552B/3XL	94.80	7-01-26-290-001-032	B Uniforms	R	11/29/17	03/14/18		219678		N
6	PR-35-C104L - COTTON/POLYESTER	142.80	7-01-26-290-001-032	B Uniforms	R	11/29/17	03/14/18		219676/219678		N
7	IP-MAX/C - BX MAX EAR PLUG W/	268.50	7-01-26-290-001-032	B Uniforms	R	11/29/17	03/14/18		219676/219678		N
8	1/cs SAS RAVEN NITRILE GLOVES-	139.00	7-01-26-290-001-032	B Uniforms	R	03/06/18	03/14/18		219676/219678		N
9	SHIPPING	13.45	7-01-26-290-001-032	B Uniforms	R	03/06/18	03/14/18		219676/219678		N
		1,024.55									

Vendor Total: 1,024.55

A1015 ATLANTIC BUSINESS PRODUCTS INC

18-00149 01/29/18 CROSS CUT SHREDDER MAINT CONTR

1	CROSS CUT SHREDDER MAINT CONTR	457.00	8-01-25-240-001-029	B Maint. Contracts - Other	R	01/29/18	03/14/18		.		N
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18-00157 01/29/18 QUARTERLY COPY FEES

1	QUARTERLY COPY FEES	601.00	7-01-25-240-001-029	B Maint. Contracts - Other	R	01/29/18	03/14/18				N
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Vendor Total: 1,058.00

BLOCK005 BLOCK LINE SYSTEMS, LLC (LSI)

18-00348 03/12/18 FEBRUARY PHONE BILL

1	FEBRUARY PHONE BILL	1,405.97	8-01-31-440-001-085	B Telephone-Block Line Systems, LLC LSI	R	03/12/18	03/14/18		77943180315		N
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Vendor Total: 1,405.97

C0968 CAESAR'S CASINO & HOTEL

18-00284 02/22/18 MCANJ CONFERENCE

1	RESERVATION FOR	267.00	8-01-20-120-001-041	B Conferences & Meetings	R	02/22/18	03/14/18				N
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March 15, 2018
11:05 AM

Borough of Hightstown
Bill List By Vendor Name

Page No: 2
064

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
C0968 CAESAR'S CASINO & HOTEL Continued										
18-00284	02/22/18	MCANJ CONFERENCE	Continued							
2 RESORT FEE		45.00	8-01-20-120-001-041	B Conferences & Meetings	R	02/22/18	03/14/18			N
		312.00								
Vendor Total:		312.00								
C0058 CINTAS CORPORATION #061										
18-00204	02/05/18	JANUARY INVOICES AS FOLLOWS:	B							
7 INV 061579611	DATED 2/02/18	94.96	8-09-55-501-002-507	B Uniforms & Safety Equipment	R	02/05/18	03/14/18		061579611	N
8 INV 061583708	DATED 2/09/18	157.35	8-09-55-501-002-507	B Uniforms & Safety Equipment	R	02/05/18	03/14/18		061583708	N
9 INV 061587719	DATED 2/16/18	95.30	8-09-55-501-002-507	B Uniforms & Safety Equipment	R	02/05/18	03/14/18		061587719	N
10 INV 061591956	DATED 2/23/18	95.30	8-09-55-501-002-507	B Uniforms & Safety Equipment	R	02/05/18	03/14/18		061591956	N
11 INV 061591957	DATED 2/23/18	147.44	8-09-55-501-002-507	B Uniforms & Safety Equipment	R	02/05/18	03/14/18		061591957	N
		590.35								
Vendor Total:		590.35								
C0023 COMCAST										
18-00354	03/12/18	8499052440157826	2/23/18							
1 8499052440157826	2/23/18	125.84	8-09-55-501-002-545	B Internet Services	R	03/12/18	03/14/18		849905244015782	N
Vendor Total:		125.84								
COMCA005 COMCAST BUSINESS										
18-00334	03/09/18	8499052430036659	156 BANK ST							
1 8499052430036659	156 BANK ST	140.54	8-01-20-140-001-060	B Internet Services and Web Services	R	03/09/18	03/14/18		499052430036659	N
18-00353	03/12/18	930909813	DATED 2/15/18							
1 930909813	DATED 2/15/18	201.16	8-01-25-240-001-060	B INTERNET AND WEB SERVICES	R	03/12/18	03/14/18		930909813	N
Vendor Total:		341.70								
C0087 CUSTOM BANDAG, INC										
18-00184	02/02/18	FLAT REPAIR/NAIL HOLE REPAIR								
1 INV. 80130622		23.45	8-01-26-315-001-132	B Vehicle Maint. - Public Works	R	02/02/18	03/14/18		80130622	N

[illegible]

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
E0071 ENFORSYS												
17-01822	11/21/17	SOFTWARE CONTRACT	12/1-17-2018									
1	SOFTWARE CONTRACT	12/1-17-2018	666.75	7-01-25-256-002-094	B	Computer Service,Support & Software	R	11/21/17	03/14/18			N
Vendor Total:			666.75									
E0418 ENVIRONMENTAL ENGINEERING												
17-01846	11/28/17	INV 8382 OCT, 2017										
1	INV 8382 OCT, 2017		6,715.72	7-09-55-501-002-508	B	Engineer	R	11/28/17	03/14/18		8382/0003209-01	N
Vendor Total:			6,715.72									
Q0176 EUROFINS QC, INC												
18-00364	03/12/18	FEB 2018 WATER ANALYSIS										
1	INV. 1922011 - WATER ANALYSIS		109.50	8-09-55-501-001-532	B	Outside Testing/Labs	R	03/12/18	03/14/18		1922011	N
2	INV. 1922748 - WATER ANALYSIS		129.50	8-09-55-501-001-532	B	Outside Testing/Labs	R	03/12/18	03/14/18		1922748	N
3	INV. 1922779 - WATER ANALYSIS		167.00	8-09-55-501-001-532	B	Outside Testing/Labs	R	03/12/18	03/14/18		1922779	N
4	INV. 1924269 - WATER ANALYSIS		129.50	8-09-55-501-001-532	B	Outside Testing/Labs	R	03/12/18	03/14/18		1924269	N
			535.50									
Vendor Total:			535.50									
F0141 FBI/LEEDA												
18-00251	02/12/18	2018 MEMBERSHIP DUES										
1	2018 MEMBERSHIP DUES		50.00	8-01-25-240-001-044	B	Professional Assoc. Dues	R	02/12/18	03/14/18		CHIEF F GENDRON	N
Vendor Total:			50.00									
FIREF005 FIREFLOW SERVICES, INC.												
17-01991	12/20/17	HOSE TESTING										
1	HOSE TESTING		2,199.00	7-01-25-252-002-126	B	Hose Test - NFPA Required	R	12/20/17	03/14/18		2215	N
Vendor Total:			2,199.00									

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
F1183 FRANK GENDRON											
18-00323	03/05/18	REIMBURSEMENT - GENDRON									
1	REIMBURSEMENT - GENDRON	110.00	8-01-25-240-001-044	B	Professional Assoc. Dues	R	03/05/18	03/14/18			N
Vendor Total:		110.00									
G0181 FRANKLIN-GRIFFITH, LLC											
18-00377	03/12/18	BATTERY AND LIGHT BULBS									
1	INV. S1965989 - LIGHT BULBS	60.51	8-01-26-310-001-024	B	Building Maintenance	R	03/12/18	03/14/18		S1965989	N
2	INV. S1962558 - BATTERY	54.80	8-01-26-310-001-024	B	Building Maintenance	R	03/12/18	03/14/18		S1962558	N
		115.31									
Vendor Total:		115.31									
G1077 GEORGE S. COYNE CO., INC.											
18-00088	01/23/18	LIME HI-CALC BLANKET	B								
3	INV 283591 DATED 2/22/18	955.00	8-09-55-501-002-553	B	Calcium Hydroxide (Lime)	R	01/23/18	03/14/18		283591	N
18-00162 01/29/18 BLANKET FOR WATER PLANT LIME B											
3	INV 83384 DATED 2/20/18	1,910.00	8-09-55-501-001-527	B	Calcium Hydroxide - Lime	R	01/29/18	03/14/18		283384	N
18-00163 01/29/18 FLUORIDE BLANKET- WATER PLANT B											
3	INV 283385 DATED 2/20/18	798.63	8-09-55-501-001-528	B	Fluorosilic Acid-	R	01/29/18	03/14/18		283385	N
Vendor Total:		3,663.63									
H0276 HARTER EQUIPMENT, INC.											
18-00009	01/16/18	REPAIRS TO JD BACKHOE									
1	QUOTE 003818 - REPAIRS TO	2,366.46	7-01-26-315-001-132	B	Vehicle Maint. - Public Works	R	01/16/18	03/14/18		003818	N
Vendor Total:		2,366.46									
H0048 HIGHTS REALTY LLC											
18-00386	03/12/18	MARCH RENT & APRIL RENT HPD									
1	MARCH RENT & APRIL RENT HPD	8,066.00	8-01-26-310-001-025	B	Building Rental	R	03/12/18	03/14/18		MARCH/APRIL HPD N	
Vendor Total:		8,066.00									

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
H1100 HOME DEPOT CREDIT SERVICES										
	17-01975	12/15/17								
	1 INV.	2021772 - PLC 32W T8 UBEN	53.88	7-01-26-310-001-024	B Building Maintenance	R	12/15/17	03/14/18	2021772	N
	2 INV.	8035723 - HEAT CABLES	67.18	7-09-55-501-001-503	B Water Plant Maintenance	R	12/15/17	03/14/18	8035723	N
	3 INV.	1022613 - SUPPLIES	167.25	7-09-55-501-002-502	B Vehicle Maintenance	R	12/15/17	03/14/18	1022613	N
	4 INV.	0561698 - DRILL/DRIVER	105.65	7-01-25-240-001-118	B Chief's Expenses	R	12/15/17	03/14/18	0561698	N
	5 CREDIT	0140730	105.65	7-01-25-240-001-118	B Chief's Expenses	R	12/15/17	03/14/18	0140730	N
	6 INV.	0140731 - DRILL/DRIVER	98.85	7-01-25-240-001-118	B Chief's Expenses	R	12/15/17	03/14/18	0140731	N
			387.16							
18-00380 03/12/18 FEB/MAR 2018 INVOICES										
	1 INV.	5051410 - ELEC TAPE/HEAT	83.58	8-09-55-501-001-503	B Water Plant Maintenance	R	03/12/18	03/14/18	5051410	N
	2 INV.	3032831 - DEMON CONICAL/	34.84	8-09-55-501-001-503	B Water Plant Maintenance	R	03/12/18	03/14/18	3032831	N
	3 INV.	6033739 - SANDING SHEETS/	35.82	8-09-55-501-001-503	B Water Plant Maintenance	R	03/12/18	03/14/18	6033739	N
	4 INV.	5040393 - #2 PRIME OR BTR	59.08	8-01-26-290-001-127	B Street Repair & Maintenance	R	03/12/18	03/14/18	5040393	N
	5 INV.	4034871 - PRUNING BLADES	29.94	8-01-26-290-001-129	B Maint.& Replace-Street Trees	R	03/12/18	03/14/18	4034871	N
			243.26							
		Vendor Total:	630.42							
H0161 HUNTER TECH.SOLUTIONS INC										
	18-00373	03/12/18 MONTHLY EXCHANGE FEBRUARY 2018								
	1 MONTHLY EXCHANGE FEBRUARY 2018		236.30	8-01-20-140-001-060	B Internet Services and Web Services	R	03/12/18	03/14/18	69560	N
		Vendor Total:	236.30							
JANES005 JANE SCARFO										
	18-00057	01/19/18 NJAPHNA 18 MEMBERSHIP G. JAIN								
	1 NJAPHNA 18 MEMBERSHIP G. JAIN		75.00	8-01-27-330-001-044	B Professional Assoc. Dues	R	01/19/18	03/14/18		N
		Vendor Total:	75.00							
J0035 JANINE M. KRUPA										
	18-00365	03/12/18 REIMBURSEMENT - KRUPA								
	1 REIMBURSEMENT - KRUPA		104.00	8-01-25-240-001-113	B D.A.R.E.	R	03/12/18	03/14/18		N
		Vendor Total:	104.00							

March 15, 2018
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Borough of Hightstown
Bill List By Vendor Name

Page No: 7
069

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
J0257 JCP&L											
18-00332 03/09/18 MASTER ACCT 200000055315											
1	ACCT 100008482778 MAXWELL	31.30	8-09-55-501-002-504	B	Electricity	R	03/09/18	03/14/18		100008482778	N
2	100009294701 WESTERLEA	23.38	8-09-55-501-001-504	B	Electricity	R	03/09/18	03/14/18		100009294701	N
3	100009296102 SPRINGCREST	17.68	8-09-55-501-002-504	B	Electricity	R	03/09/18	03/14/18		100009296102	N
4	100012445746 BANK STREET	11,606.04	8-09-55-501-001-504	B	Electricity	R	03/09/18	03/14/18		100012445746	N
5	100012529309 OAK LANE	4,945.24	8-09-55-501-002-504	B	Electricity	R	03/09/18	03/14/18		100012529309	N
		16,623.64									
18-00335 03/09/18 MASTER ACCT 200000055364											
1	125 S MAIN ST	11.40	8-01-31-430-001-071	B	Electric-Borough Hall	R	03/09/18	03/14/18		100008438010	N
2	MAIN STOCKTON T/L	28.75	8-01-31-430-001-071	B	Electric-Borough Hall	R	03/09/18	03/14/18		100008438283	N
3	RT 33 /MAXWELL	27.62	8-01-31-430-001-071	B	Electric-Borough Hall	R	03/09/18	03/14/18		100008482018	N
4	FRANKLIN/N MAIN TL	29.38	8-01-31-430-001-071	B	Electric-Borough Hall	R	03/09/18	03/14/18		100010898904	N
5	148 N MAIN	1,268.97	8-01-31-430-001-071	B	Electric-Borough Hall	R	03/09/18	03/14/18		100012487714	N
6	FIREHOUSE	2,116.12	8-01-31-430-001-072	B	Electric-Fire House	R	03/09/18	03/14/18		100012487862	N
7	BORO HALL EQUIP OUTLET	186.16	8-09-55-501-002-504	B	Electricity	R	03/09/18	03/14/18		10012529457	N
		3,668.40									
18-00390 03/13/18 VARIOUS ELECTRIC BILLS FEB											
1	100068401122 114 ROGERS AVE R	34.16	8-01-31-430-001-071	B	Electric-Borough Hall	R	03/13/18	03/14/18		100068401122	N
2	100029000310 156 BANK STREET	681.30	8-01-31-430-001-071	B	Electric-Borough Hall	R	03/13/18	03/14/18		100029000310	N
3	100051508677 MAIN ST	188.15	8-01-31-430-001-071	B	Electric-Borough Hall	R	03/13/18	03/14/18		100051508677	N
4	100079096689 GRANT ST PARK	3.62	8-01-31-430-001-071	B	Electric-Borough Hall	R	03/13/18	03/14/18		100079096689	N
5	100100104247 MAIN ST	39.16	8-01-31-430-001-071	B	Electric-Borough Hall	R	03/13/18	03/14/18		100100104247	N
6	100072968868 ROGERS/MERCER TL	90.14	8-01-31-430-001-071	B	Electric-Borough Hall	R	03/13/18	03/14/18		100072968868	N
7	100059701167 WYCKOFFS MILL WT	30.01	8-09-55-501-001-504	B	Electricity	R	03/13/18	03/14/18		100051701167	N
8	100077953188 BANK ST PARK	3.32	8-01-31-430-001-071	B	Electric-Borough Hall	R	03/13/18	03/14/18		100077953188	N
		1,069.86									
Vendor Total:		21,361.90									
J0258 JCP&L (STREET LIGHTING)											
18-00389 03/13/18 VARIOUS ACCOUNTS FOR FEBRUARY											
1	100086395041 0 STOCKTON ST	35.54	8-01-31-435-001-075	B	Street Lighting	R	03/13/18	03/14/18		100086395041	N
2	1000051508750 STOCKTON STREET	240.91	8-01-31-435-001-075	B	Street Lighting	R	03/13/18	03/14/18		100051508750	N

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
J0258 JCP&L (STREET LIGHTING) Continued											
18-00389	03/13/18	VARIOUS ACCOUNTS FOR FEBRUARY	Continued								
3	100081608240	BLK LT 0 N MAIN	48.94	8-01-31-435-001-075	B Street Lighting	R	03/13/18	03/14/18		100081608240	N
			325.39								
		Vendor Total:	325.39								
J0069 JERSEY ELEVATOR SERVICE											
18-00369	03/12/18	MARCH 2018 MONTHLY SERVICE									
1	INV. 198046	MARCH 2018 SERVICE	172.82	8-01-26-310-001-029	B Maintenance Contracts	R	03/12/18	03/15/18		198046	N
		Vendor Total:	172.82								
MARYK005 MARY KENNEDY											
18-00336	03/09/18	COURT 2/28/18 5:30-10:30 PM 5									
1	COURT 2/28/18	5:30-10:30 PM 5	100.00	8-01-20-176-000-114	B Court Assistance	R	03/09/18	03/14/18		2/2/18	N
		Vendor Total:	100.00								
M1076 MCMANIMON, SCOTLAND & BAUMANN											
18-00352	03/12/18	INV 152384 DATED 2/22/18									
1	INV 152384	DATED 2/22/18	301.00	8-01-20-155-001-028	B Bond Council	R	03/12/18	03/14/18		152384	N
		Vendor Total:	301.00								
M0664 MERCER COUNTY CHIEF'S ASSOC.											
18-00250	02/12/18	2018 MEMBERSHIP DUES									
1	2018 MEMBERSHIP DUES		275.00	8-01-25-240-001-044	B Professional Assoc. Dues	R	02/12/18	03/14/18		GENDRON	N
		Vendor Total:	275.00								
M0536 MGL PRINTING SOLUTIONS											
18-00303	02/27/18	3/PAGE BAIL ACCT CHECKS									
1	3/PAGE BAIL ACCT CHECKS-153160		55.00	8-01-20-176-000-023	B Printing and Binding	R	02/27/18	03/14/18		153160	N
		Vendor Total:	55.00								

Vendor # Name												1099
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	
M0127 MONMOUTH COUNTY												
18-00383	03/12/18	FEB 2018 ROOSEVELT TIPPING										
1	FEB 2018 ROOSEVELT TIPPING	1,784.87	8-01-43-513-001-171	B	Borough of Roosevelt-Tipping Fees	R	03/12/18	03/14/18			N	
Vendor Total:		1,784.87										
MORT0005 MORTON SALT, INC.												
17-01937	12/11/17	100 TONS UNTREATED ROCK SALT										
1	100 TONS UNTREATED ROCK SALT	6,410.24	T-12-56-286-000-850	B	Snow Removal-Chem, Salt & Sand	R	12/11/17	03/14/18		6316,63,6227,25	N	
Vendor Total:		6,410.24										
N0169 NEW JERSEY WATER ASSOCIATION												
18-00233	02/12/18	2018 MEMBERSHIP										
1	INV. 5817 - 2018 MEMBERSHIP	385.00	8-09-55-501-001-519	B	Professional Assoc. Dues	R	02/12/18	03/14/18		5817	N	
Vendor Total:		385.00										
NJADV005 NJ Advance Media												
18-00316	03/05/18	LEGAL ADS 1/10/18-2/12/18										
1	COUNCIL ANNUAL CALENDAR	35.96	8-01-20-120-001-021	B	Advertisements	R	03/05/18	03/14/18		IO4479726-0110	N	
2	PARKS & REC ANNUAL NOTICE	9.28	8-01-20-120-001-021	B	Advertisements	R	03/05/18	03/14/18		IO4480596-0111	N	
3	BOARD OF HEALTH ANNUAL NOTICE	10.44	8-01-20-120-001-021	B	Advertisements	R	03/05/18	03/14/18		IO4480582-1112	N	
4	CULTURAL ARTS ANNUAL NOTICE	9.28	8-01-20-120-001-021	B	Advertisements	R	03/05/18	03/14/18		IO4480585-0111	N	
5	ENV COMM ANNUAL NOTICE	11.02	8-01-20-120-001-021	B	Advertisements	R	03/05/18	03/14/18		IO4480589-0111	N	
6	HPC ANNUAL NOTICE	9.28	8-01-20-120-001-021	B	Advertisements	R	03/05/18	03/14/18		IO4480592-0111	N	
7	COUNCIL 1/16 MEETING CHANGE	8.70	8-01-20-120-001-021	B	Advertisements	R	03/05/18	03/14/18		IO4481141-0112	N	
8	COUNCIL MUNICIPAL FACILITIES	20.88	8-01-20-120-001-021	B	Advertisements	R	03/05/18	03/14/18		IO4487653-0126	N	
9	PLANNING BOARD MEETING NOTICE	8.70	8-01-21-180-001-021	B	Advertisements	R	03/05/18	03/14/18		IO4490969-0201	N	
10	COUNCIL 2/5 MEETING CHANGE	8.70	8-01-20-120-001-021	B	Advertisements	R	03/05/18	03/14/18		IO4491756-0202	N	
11	PARKS AND REC PLANNING MEETING	8.12	8-01-20-120-001-021	B	Advertisements	R	03/05/18	03/14/18		IO4493454-0206	N	
12	AFFORDABLE HOUSING	52.20	8-01-20-120-001-021	B	Advertisements	R	03/05/18	03/14/18		IO4495441-0208	N	
13	BOARD OF HEALTH 2/14 MEETING	9.86	8-01-20-120-001-021	B	Advertisements	R	03/05/18	03/14/18		IO4496959-0212	N	
		202.42										
Vendor Total:		202.42										

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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	
PARTS005 PARTSMaster, NCH CORPORATION											
18-00327	03/06/18	INV 23208976	PAYMENT SHORTAGE								
1 INV 23208976	PAYMENT SHORTAGE	157.58	8-09-55-501-002-503	B Sewer Plant Maintenance	R	03/06/18	03/14/18		23208976		N
Vendor Total:		157.58									
P0044 PSE&G											
18-00331	03/09/18	MISC ACCTS	INVOICE ATTACHED								
1 140 N MAIN ST	7341583509	874.02	8-01-31-446-001-143	B Gas/Heat - Fire House	R	03/09/18	03/14/18		7341583509		N
2 148 N MAIN ST	7341583606	1,422.75	8-01-31-446-001-143	B Gas/Heat - Fire House	R	03/09/18	03/14/18		7341583606		N
3 BANK STREET	7341583703	389.49	8-09-55-501-001-505	B Gas Service	R	03/09/18	03/14/18		7341583703		N
4 OAK LANE		2,072.01	8-09-55-501-002-505	B Gas Service	R	03/09/18	03/14/18		7341583800		N
		4,758.27									
Vendor Total:		4,758.27									
Q0160 QUICK STOP FIRE PROTECTION											
18-00073	01/22/18	INV 7485	DATED 12/3/17								
1 INV 7485	DATED 12/3/17	69.95	7-01-25-260-001-080	B Medical Equipment	R	01/22/18	03/15/18		7845		N
Vendor Total:		69.95									
R0525 REGISTRARS ASSOC OF NJ											
18-00375	03/12/18	SPRING CONF 2018									
1 SPRING CONF 2018		65.00	8-01-27-330-001-041	B Conferences & Meetings	R	03/12/18	03/14/18		2926		N
2 SPRING CONF 2018		65.00	8-01-27-330-001-041	B Conferences & Meetings	R	03/12/18	03/14/18		2927		N
		130.00									
Vendor Total:		130.00									
R0077 ROBERTS ENGINEERING GRP LLC											
18-00337	03/09/18	INV 1582,1581,1583									
1 GEN WATER INV 1582		262.50	8-09-55-501-001-508	B Engineer	R	03/09/18	03/14/18		1582		N
2 CHEMICALS/SLUDGE CONTRACTS		165.00	8-09-55-501-002-508	B Engineer	R	03/09/18	03/14/18		1583		N
3 GENERAL SEWERS		210.00	8-09-55-501-002-508	B Engineer	R	03/14/18	03/14/18		1581		N
		637.50									

Vendor # Name										
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Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice		Excl
R0077 ROBERTS ENGINEERING GRP LLC Continued										
18-00338 03/09/18 1580,1577,1576,1575, 1588										
1 1580,1577,1576,1575	297.50	8-01-20-165-001-109	B Tax Map Maintenance/Zoning	R	03/09/18	03/14/18		1580		N
2 1577 STORM WATER PERMIT	3,226.50	8-01-20-165-001-106	B Misc. Road & Drainage Issues(B	R	03/09/18	03/14/18		1577		N
3 1576 MISC REQUESTS	1,086.00	8-01-20-165-001-103	B Misc-Req For Info & Data(B)	R	03/09/18	03/14/18		1576		N
4 1575 COUNCIL MEETINGS	429.00	8-01-20-155-001-029	B Attendance at Council Meetings	R	03/09/18	03/14/18		1575		N
5 1588 PLANNING BOARD MEETING	363.00	8-01-21-180-001-106	B Planning Board Engineer-General	R	03/09/18	03/14/18		1588		N
	5,402.00									
18-00339 03/09/18 1587 IMPROVEMENTS MAPLE/SUNSET										
1 1587 IMPROVEMENTS MAPLE/SUNSET	6,532.00	C-04-55-882-000-447	B MAPLE AVE & SUNSET DR 17-17 SECTION 20	R	03/09/18	03/14/18		1587		N
18-00340 03/09/18 1586 FIRST AVE RECONSTRUCTION										
1 1586 FIRST AVE RECONSTRUCTION	2,450.00	C-04-55-880-001-449	B FIRST AVENUE SEC 20 2017-09	R	03/09/18	03/14/18		1586		N
18-00341 03/09/18 1585 STOCKTON WATER MN CLEAN										
1 1585 STOCKTON WATER MN CLEAN	2,355.75	C-08-55-951-001-544	B WATER MAINS/SEWER STOCKTON/FORMAN SEC 20	R	03/09/18	03/14/18		1585		N
18-00342 03/09/18 1584 FIRST/FOREMAN WATER MAINS										
1 1584 FIRST/FOREMAN WATER MAINS	1,945.00	C-08-55-951-001-544	B WATER MAINS/SEWER STOCKTON/FORMAN SEC 20	R	03/09/18	03/14/18		1584		N
18-00343 03/09/18 1589 SECONDARY CLARIFIER UPGRD										
1 1589 SECONDARY CLARIFIER UPGRD	1,375.50	C-08-55-952-001-544	B 2017-11 SECONDARY CLARIFIER SEC 20	R	03/09/18	03/14/18		1589		N
18-00392 03/13/18 INV 1579 FIRST AID RETAINING										
1 INV 1579 FIRST AID RETAINING	827.50	C-04-55-880-001-447	B RETAINING WALL SEC 20 2017-09	R	03/13/18	03/14/18		1579		N
Vendor Total:	21,525.25									
S0746 SAMZIES UNIFORMS, INC										
17-01730 10/31/17 CLOTHING ALLOWANCE STEPHENSEN										
1 CLOTHING ALLOWANCE STEPHENSEN	430.92	7-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	10/31/17	03/14/18		106947		N
17-01733 10/31/17 CLOTHING ALLOWANCE - DOELL										
1 CLOTHING ALLOWANCE - DOELL	848.96	7-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	10/31/17	03/14/18		106954		N
17-01747 11/08/17 CLOTHING ALLOWANCE - MILLER										
1 CLOTHING ALLOWANCE - MILLER	849.43	7-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	11/08/17	03/14/18		106946		N

March 15, 2018
11:05 AM

Borough of Hightstown
Bill List By Vendor Name

Page No: 14
076

Vendor # Name											1099
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	Exc
S0746 SAMZIES UNIFORMS, INC Continued											
18-00276 02/16/18 CLOTHING ALLOWANCE - MECCA											
1 CLOTHING ALLOWANCE - MECCA		35.00	8-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	02/16/18	03/14/18		107050		N
Vendor Total:		2,164.31									
S0061 SEA BOX											
18-00394 03/13/18 FEB AND MAR 2018 RENTAL											
1 INV. SI55021 - CONT. RENTAL		75.00	8-01-26-310-001-025	B Building Rental	R	03/13/18	03/15/18		SI55021		N
2 INV. SI56517 - CONT. RENTAL		75.00	8-01-26-310-001-025	B Building Rental	R	03/13/18	03/15/18		SI56517		N
		150.00									
Vendor Total:		150.00									
W0156 SEARING, WILLIAM											
18-00314 03/05/18 REIMBURSEMENT											
1 COMB SCOTCH CURLING		12.99	8-09-55-501-002-503	B Sewer Plant Maintenance	R	03/05/18	03/14/18		T66D411IGK4AQID		N
2 ITEM #2262763 COMB W WOOD		43.98	8-09-55-501-002-503	B Sewer Plant Maintenance	R	03/05/18	03/14/18		T46M31X9G34AQIF		N
		56.97									
Vendor Total:		56.97									
S1096 STAPLES BUSINESS ADVANTAGE											
18-00277 02/16/18 HPD OFFICE SUPPLIES											
1 HPD OFFICE SUPPLIES		9.28	8-01-25-240-001-036	B Office Supplies & Equipment	R	02/16/18	03/14/18				N
2 HPD OFFICE SUPPLIES		18.29	8-01-25-240-001-036	B Office Supplies & Equipment	R	02/16/18	03/14/18				N
3 HPD OFFICE SUPPLIES		18.79	8-01-25-240-001-036	B Office Supplies & Equipment	R	02/16/18	03/14/18				N
4 HPD OFFICE SUPPLIES		5.44	8-01-25-240-001-036	B Office Supplies & Equipment	R	02/16/18	03/14/18				N
5 HPD OFFICE SUPPLIES		66.98	8-01-25-240-001-036	B Office Supplies & Equipment	R	02/16/18	03/14/18				N
		118.78									
Vendor Total:		118.78									
T0061 TOWNSHIP OF ROBBINSVILLE DPW											
18-00317 03/05/18 HPD VEHICLE MAINETENACE											
1 HPD VEHICLE MAINTENANCE		82.36	8-01-43-515-001-170	B Mechanic Services	R	03/05/18	03/15/18				N
2 HPD VEHICLE MAINTENANCE		322.08	8-01-43-515-001-170	B Mechanic Services	R	03/05/18	03/15/18				N
3 HPD VEHICLE MAINTENANCE		182.19	8-01-43-515-001-170	B Mechanic Services	R	03/05/18	03/15/18				N

[illegible]

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
V0012 VERMEER NORTH ATLANTIC											
18-00378	03/12/18	REAR DOOR SEAL FOR CHIPPER									
1 INV.	10301105	304.96	8-01-26-311-001-034	B	Equipment Parts & Accessories	R	03/12/18	03/14/18		10301105	N
Vendor Total:		304.96									
V0290 VITAL COMMUNICATIONS INC.											
18-00355	03/12/18	V70805 DATED 2/22/18									
1 V70805	DATED 2/22/18	210.00	8-01-20-150-001-029	B	Maintenance Contracts	R	03/12/18	03/15/18		V70805	N
Vendor Total:		210.00									
W0002 W.B. MASON CO., INC.											
18-00203	02/05/18	OFFICE SUPPLIES									
1 SUPERSEAT	"THE HOT SEAT"	119.00	8-01-25-256-002-036	B	Office Supplies	R	02/05/18	03/14/18			N
2 OFFICE SUPPLIES	- INSPECTIONS	124.88	8-01-33-195-001-036	B	Office Supplies	R	02/05/18	03/14/18			N
3 OFFICE SUPPLIES	- CENTRAL	232.01	8-01-20-125-001-036	B	Office Supplies	R	02/05/18	03/14/18			N
		475.89									
Vendor Total:		475.89									
W0073 WASTE MANAGEMENT OF NJ, INC.											
18-00205	02/06/18	RECYCLING CONTRACT 2018	B								
3 RECYCLING CONTRACT	FEBRUARY	4,458.41	8-01-26-311-001-029	B	Recycling Contract co-mingle-paper/cdbd	R	02/06/18	03/14/18		104149633008	N
Vendor Total:		4,458.41									
W0071 WASTE MGMT OF NEW JERSEY, INC.											
18-00345	03/09/18	inv 2787173-0502-5									
1 inv 2787173-0502-5	grit	997.17	8-09-55-501-002-538	B	Sludge Removal/Disposal-Waste Management	R	03/09/18	03/14/18		278717305025	N
18-00346	03/09/18	INV 2787199-0502-0 SLUDGE									
1 INV 2787199-0502-0	SLUDGE	6,188.71	8-09-55-501-002-538	B	Sludge Removal/Disposal-Waste Management	R	03/09/18	03/14/18		27871990502-0	N
Vendor Total:		7,185.88									

Vendor # Name												1099
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void				Excl
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice		
w0099 WATCHUNG SPRING WATER CO., INC												
18-00372	03/12/18	INVOICE #8487478										
1	DP 5 GAL DISTLD WATER	43.96	8-09-55-501-002-506	B	Lab. Equipment & Supplies	R	03/12/18	03/14/18		8487478		N
2	DELIVERY FEE	5.99	8-09-55-501-002-506	B	Lab. Equipment & Supplies	R	03/12/18	03/14/18		8487478		N
		49.95										
	Vendor Total:	49.95										
w0096 WATER WORKS SUPPLY CO., INC.												
18-00367	03/12/18	WATER REPAIR SUPPLIES										
1	INV. IF91353 - CLAMPS/COUPLING	1,080.95	8-09-55-501-001-535	B	Hydrants and Line Repair	R	03/12/18	03/14/18		IF91353		N
2	INV. IF91380 - CURB STOP/RODS	468.20	8-09-55-501-001-535	B	Hydrants and Line Repair	R	03/12/18	03/14/18		IF91380		N
		1,549.15										
	Vendor Total:	1,549.15										
Total Purchase Orders: 87 Total P.O. Line Items: 191 Total List Amount: 130,262.56 Total Void Amount: 0.00												

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	7-01	15,435.21	0.00	15,435.21	0.00	0.00	15,435.21
	7-09	12,164.73	0.00	12,164.73	0.00	0.00	12,164.73
Year Total:		27,599.94	0.00	27,599.94	0.00	0.00	27,599.94
CURRENT FUND	8-01	45,081.73	0.00	45,081.73	0.00	0.00	45,081.73
	8-09	35,129.30	0.00	35,129.30	0.00	0.00	35,129.30
Year Total:		80,211.03	0.00	80,211.03	0.00	0.00	80,211.03
GENERAL CAPITAL	C-04	10,079.50	0.00	10,079.50	0.00	0.00	10,079.50
WATER/SEWER CAPITAL	C-08	5,676.25	0.00	5,676.25	0.00	0.00	5,676.25
Year Total:		15,755.75	0.00	15,755.75	0.00	0.00	15,755.75
TRUST OTHER - FUND #12	T-12	6,410.24	0.00	6,410.24	0.00	0.00	6,410.24
ANIMAL CONTROL TRUST FUND #13	T-13	285.60	0.00	285.60	0.00	0.00	285.60
Year Total:		6,695.84	0.00	6,695.84	0.00	0.00	6,695.84
Total Of All Funds:		130,262.56	0.00	130,262.56	0.00	0.00	130,262.56

Resolution 2018-74

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

**AUTHORIZING CHANGE ORDER #1 VAN CLEEF ENGINEERING ASSOCIATES
(ENGINEERING DESIGN AND INSPECTION SERVICES FOR REHABILITATION
OF EAST WARD STREET)**

WHEREAS, on March 21, 2016, the Borough Council awarded a contract for Engineering Design and Inspection Services for the Rehabilitation of East Ward Street in Hightstown Borough to Van Cleef Engineering Associates of Hamilton, New Jersey at cost not to exceed \$14,250.00 for design/bid services and a cost not to exceed \$22,750.00 for contract administration/inspection services for a total not to exceed amount of \$37,000.00; and

WHEREAS, the engineer has submitted change order #1 in the amount of \$4,621.00 which will provide for additional inspections, site visits and coordination with the contractor due to work by the contractor that was deemed to be substandard; 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 \$4,621.00 to Van Cleef Engineering Associates, Inc., of Hamilton, New Jersey is hereby approved as detailed 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 March 19, 2018.

Debra L. Sopronyi
Borough Clerk

AG&A | ANSELL GRIMM & AARON^{PC}

COUNSELORS AT LAW

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LISA GOLDWASSER^{*}

RETIRED
DAVID K. ANSELL[†]
ROBERT I. ANSELL

IN MEMORIAM:
LEON ANSCHELEWITZ (1929-1986)
MAX M. BARR (1929-1993)
MILTON M. ABRAMOFF (1935-2004)

LICENSED ALSO IN
• D.C. • MA. • N.Y. • VA.
• PA. • FL. • CA.

[†] FELLOW, AMERICAN ACADEMY
OF MATRIMONIAL LAWYERS

[‡] CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A CIVIL TRIAL
ATTORNEY

[§] CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A CRIMINAL
TRIAL ATTORNEY

^{*} CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A MATRIMONIAL
LAW ATTORNEY

March 15, 2018

Via Regular Mail & Certified Mail, R.R.R.

Earl Asphalt Co.
P.O. Drawer 556
Farmingdale, NJ 07727

Re: Borough of Hightstown – East Ward Street Reconstruction
Our File No. 58682-4

Dear Sir/Madam:

Please be advised that this firm serves as general counsel to the Borough of Hightstown (the "Borough") in Mercer County, New Jersey.

In that capacity, I am in receipt of the enclosed Memorandum dated January 9, 2018 from one of the Borough's consulting engineering firms, Van Cleef Engineering Associates ("Van Cleef"), relating to the above-referenced public project of the Borough. Following a public bidding process, Earl Asphalt Co. was previously awarded the contract to perform this project, and a contract was thereafter entered into by the parties.

As you will see in the enclosed Memorandum, Van Cleef is now required to perform certain additional, unanticipated work relating to this project due to unforeseen delays and unacceptable work practices that are directly attributable to your company. As a result, the Borough will now be required to expend an additional \$4,621.00 in order to cover the costs associated with said additional work.

Due to the fact that this additional work is directly related to your firm's failure to complete the project in a satisfactory and timely manner, it is the Borough's position that your firm should be responsible for paying for this additional cost required by Van Cleef. Therefore, you are hereby being notified that the Borough intends to retain the sum of \$4,621.00 from the

proceeds that would have otherwise been payable to Earl Asphalt Company in order to compensate the Borough for the additional costs that it will be required to pay to Van Cleef for the additional work specified in the enclosed Memorandum.

Please be advised accordingly.

Should you have any questions regarding this matter, please do not hesitate to contact either my office or the Borough's Business Administrator, Debra L. Sopronyi, who may be reached at the Hightstown Borough Hall during regular business hours.

Very truly yours,



FREDERICK C. RAFFETTO
A Member of the Firm

FCR/sr

Enclosure

cc: Debra L. Sopronyi, Hightstown Borough Business Administrator
(w/enc, via e-mail & regular mail)
James Bash, P.E., Van Cleef Engineering Associates (w/enc, via e-mail & regular mail)



M E M O R A N D U M

TO: Debra Sopronyi
Borough of Hightstown

FROM: James Bash, PE
For the Firm

DATE: January 9, 2018

RE: East Ward Street Reconstruction
VCEA File No. 1601-HG

Due to unforeseen delays and unacceptable work practices of the contractor, Van Cleef Engineering Associates (VCEA) has exhausted our entire contract amount for construction inspection and construction administration services. VCEA will have to provide additional inspections, site visits and coordination with the contractor due to work by the contractor that was deemed to be substandard.

The substandard work was directly caused by a delay in material delivery by the contractor that resulted in cold pavement joints and rough surface conditions associated with working in the dark. As the Borough is aware, sections of East Ward Street will need to be milled and re-paved at the contractors cost to provide a new surface course that is acceptable to all parties involved. This will result in VCEA performing additional work (inspection and construction administration) that was not originally anticipated in our proposal and contract. As such, VCEA is requesting an additional \$4,621.00 to complete the project. This will include all inspections, administration and closeout paperwork required.

If you have any questions or wish to discuss further, please let me know.

Resolution 2018-75

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

**AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT), FOR
CONSTRUCTION AND CONSTRUCTION INSPECTION SERVICES OF THE
PEDDIE LAKE DAM WALKING BRIDGE REPLACEMENT**

WHEREAS, On March 5, 2018, The Federal Highway Administration authorized funding up to an amount of 374,450.00 for construction and \$121,215.00 for construction inspection services for the Peddie Lake Dam Walking Bridge Replacement; and

WHEREAS, The NJDOT has forwarded to Hightstown Borough, a Federal Aid Agreement for said funding; and

WHEREAS, NJDOT is requesting Hightstown Borough to execute and attest to four (4) copies of said agreement.

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

1. That the Mayor is hereby authorized to execute and the Municipal Clerk to attest the attached Agreement on behalf of the Borough.
2. That all relevant officials are authorized to undertake any actions necessary to effectuate and implement the said Agreement.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 19, 2018.

Debra L. Sopronyi
Borough Clerk

Agreement No. **18-DT-BLA-311**

Contract ID: 18 70915

Recipient's DUNS No.:

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

Contact Name and Phone Number: **Kyle Skala; (732) 625-4283**

FEDERAL AID AGREEMENT

Project: **Peddie Lake Dam Walking Bridge Replacement**

(Fed. Proj. No.: TAP-C00S (917)) FAP-2014-Hightstown Borough-02367

Municipality: **Borough of 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 **this agreement (date written above)**. All such work shall be completed by **3/5/2022**, 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 \$495,665.00, with an approved budget as follows:

Federal Project #	Project Sponsor	Contract	Sponsor In-House	Total	Date Authorized	Date for Completion
TAP-C00S (917)	Highstown	\$374,450.00 (Con) \$121,215.00 (CM/CI)	\$0.00	\$495,665.00	3/5/2018	3/5/2022

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 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:

Laine Rankin
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 -
1035 Parkway Avenue
Trenton, NJ 08625
Phone: (609) 530-5271
Fax (609) 530-8044
Hunterdon, Middlesex, Mercer,
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: (732) 625-4287
Fax: (732) 625-4292

If to Recipient:

Debra Sopronyi
(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: **Peddie Lake Dam Walking Bridge Replacement**

Municipality: **Borough of Hightstown**

County: **Mercer**

Fed. Proj. No.: **TAP-C00S (917)**

Agreement No.: **18-DT-BLA-311**

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT: **Borough of Hightstown**

Name:
Title:

Date

By:

Name:
Title:

Date

ATTEST/WITNESSED/AFFIX SEAL:

**NEW JERSEY DEPARTMENT OF
TRANSPORTATION**

Anika James, Department Secretary,
New Jersey Department of Transportation

Date

By:

Laine Rankin
Director,
Division of Local Aid & Economic
Development

Date

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ACTING ATTORNEY GENERAL OF NEW JERSEY

Gurbir Grewal

By:

Deputy Attorney General
Brad Reiter, DAG

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 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 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.

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.

Resolution 2018-76

BOROUGH OF HIGHTSTOWN PLANNING BOARD
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING AN AMENDMENT TO RESOLUTION APPOINTING AND AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES – AFFORDABLE HOUSING ATTORNEY

WHEREAS, on January 16, 2018, Hightstown Borough Council adopted Resolution 2018-34 appointing Jolanta Maziarz of Woolson Anderson Maziarz, P.C. of Somerville, New Jersey, as Affordable Housing Attorney for the year 2018; and

WHEREAS, in accordance with Resolution 2018-34, the Borough entered into an Agreement for Professional Affordable Housing Legal Services with Woolson, Anderson, Maziarz, P.C. for the year 2018; and

WHEREAS, Jolanta Maziarz will no longer maintain an association with Woolson, Anderson, Maziarz, P.C. after March 31, 2018; and

WHEREAS, although the Borough has been advised that it may maintain its current Agreement for Professional Legal Services with Woolson, Anderson, Maziarz, P.C. for the year 2018, Borough Council desires to continue to retain Jolanta Maziarz as its Affordable Housing Attorney and further desires to amend its Agreement for Professional Legal Services for the year 2018 in order to retain the law firm of Ventura, Miesowicz, Keough & Warner, P.C., by whom Ms. Maziarz will be employed, effective April 1, 2018; and

WHEREAS, with the exception of the replacement of Woolson, Anderson, Maziarz, P.C. with the law firm of Ventura, Miesowicz, Keough & Warner, P.C., the original appointment for the year 2018 shall remain unchanged in all other respects.

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

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

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Planning Board at a meeting held on March 19, 2018.

Debra L. Sopronyi
Borough Clerk

Resolution 2018-77

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

AUTHORIZING APPLICATION FOR A RECYCLING TONNAGE GRANT

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c. 102, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection and Energy has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including, but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for the 2017 tonnage grant will memorialize the commitment of this municipality to recycling, and will indicate the assent of the Mayor and Council of the Borough of Hightstown to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations;

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

1. The Borough of Hightstown hereby endorses the submission of a 2017 recycling tonnage grant application to the New Jersey Department of Environmental Protection.
2. Ken Lewis, Recycling Coordinator, 156 Bank Street, Hightstown, New Jersey 08520, is hereby designated and directed to ensure that the application is properly completed and timely filed;
3. Monies received from the recycling tonnage grant shall be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 19, 2018.

Debra L. Sopronyi
Borough Clerk

Resolution 2018-78

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING A TRANSFER OF FUNDS IN THE 2017 BUDGET

Whereas, N.J.S.A. 40A:4-59 provides that the governing body may authorize a transfer of funds in the budget during the first three months of the following year.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the following transfers in the 2017 budget are hereby authorized:

<u>Current:</u>	<u>From</u>	<u>To</u>
Gasoline		
Other Expenses	\$ 15,000.00	\$ -
Police		
Other Expenses	9,500.00	
Emergency Medical Services		
Other Expenses	10,000.00	
Buildings and Grounds		
Other Expenses	1,200.00	
Police		
Salaries and Wages		9,500.00
Snow Removal		
Other Expenses	-	10,000.00
Office Supplies		
Other Expenses		1,000.00
Data Processing		
Other Expenses		3,000.00
Planning Board		
Other Expenses		10,000.00
Environmental Commission		
Other Expenses		200.00
Engineer		
Other Expenses	<u>-</u>	<u>2,000.00</u>
TOTALS	\$ 35,700.00	\$ 35,700.00

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 19, 2018

Debra L. Sopronyi
Borough Clerk

Resolution 2018-9

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS PRIOR TO ADOPTION OF THE 2018 BUDGET

WHEREAS, an emergent condition has arisen with respect to inadequate appropriation balances remaining in some line items of the 2018 temporary budget; and

WHEREAS, N.J.S.A. 40A:4-20 provides for the creation of emergency appropriations for the purposes above mentioned; and

WHEREAS, it is the desire of the Mayor and Council to create emergency temporary appropriations as set forth on Schedule "A," attached; and

WHEREAS, the total emergency temporary appropriations in resolutions adopted in the year 2018 pursuant to the provisions of N.J.S.A. 40A:4-20 (Chapter 96, P.L. 1951, as amended), including this resolution, total:

	THIS RESOLUTION	PREVIOUS TOTAL	CUMULATIVE TOTAL
Current	0.00	244,000.00	244,000.00
Capital Outlay – Current	0.00	0.00	0.00
Debt Service - Current	0.00	0.00	0.00
Water/Sewer	100,000.00	0.00	100,000.00
Capital Outlay – W/S	0.00	0.00	0.00
Debt Service - W/S	0.00	0.00	0.00
TOTAL	100,000.00	244,000.00	344,000.00

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Hightstown (not less than two-thirds of all the members of thereof affirmatively concurring) that, in accordance with N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation is hereby made for each item listed on the schedules that are attached hereto and made a part hereof;
2. Each emergency appropriation listed will be provided for in the 2018 budget under the same title as written herein;
3. One certified copy of this resolution will be filed with the Director of Local Government Services, and a copy provided to the Chief Finance Officer.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 19, 2018.

Debra L. Sopronyi
Borough Clerk

Borough of Hightstown
Emergency Temporary No.3
3/19/2018

Water Sewer Operating Fund

Other Expenses

100,000.00

Total Water Sewer Operating Fund

100,000.00

Diversity Survey – Borough of Hightstown

The Hightstown Borough Green Team has created this survey to be completed by the members of the various boards/committees appointed by the Mayor and Council to evaluate how well the existing membership reflects the diversity of Hightstown Borough. The results of the survey will be shared with Hightstown Borough's Mayor and the Borough Council along with recommendations for future appointments.

1. Board/Commission (select all that apply)
 - ☐ Board of Health
 - ☐ Parks and Recreation
 - ☐ Housing Authority
 - ☐ Historic Preservation
 - ☐ Environmental Commission
 - ☐ Planning and Zoning
 2. Gender (Please select one)
 - ☐ Female
 - ☐ Male
 3. Ethnicity (Please select one) ☐ Asian
 - ☐ African American/Black
 - ☐ Caucasian/White
 - ☐ Hispanic/Latino
 - ☐ Other (Please Specify)

 4. Age (Please select one) ☐ 18-29
 - ☐ 30-39
 - ☐ 40-49
 - ☐ 50-55
 - ☐ 56+
 5. Education (Please select one) ☐ High School/GED
 - ☐ Some College – no degree
 - ☐ Associate Degree
 - ☐ Bachelor's Degree
 - ☐ Graduate or professional degree
 6. Parental Status (Please select all that apply to you in the role as care provider)
 - ☐ No Children
 - ☐ Children
 - ☐ Grandchildren
 - ☐ Elderly Parent(s)
 7. Current Marital Status (Please select one)
 - ☐ Single
 - ☐ Married
 - ☐ Domestic Partner
 8. Languages that you speak (Please check any that apply)
 - ☐ Chinese
 - ☐ English
 - ☐ French
 - ☐ German
 - ☐ Italian
 - ☐ Spanish
 - Other _____
 9. Employment Status (Please select one)
 - ☐ Working
 - ☐ Unemployed
 - ☐ Retired
- Comments:
1. What would you suggest the municipality do to proactively promote diversity?

 2. Please provide us with any other feedback you would like to share.

DIVERSITY ISSUE QUESTIONS

DIRECTIONS: Please indicate how strongly you agree or disagree with the following statements.

1. I understand the value of diversity.

1	2	3	4	5
Strongly Disagree		Neutral		Strongly Agree

2. Please share what you believe is the value of diversity. (Text Question 250 Word Maximum)

3. I understand the business case for diversity.

1	2	3	4	5
Strongly Disagree		Neutral		Strongly Agree

4. Please share what you believe is the business case for diversity. (Text Question 250 Word Maximum)

5. I am comfortable initiating diversity issues (conversations, discussions, questions, discourse) with my colleagues in my chapter or state council.

1	2	3	4	5
Strongly Disagree		Neutral		Strongly Agree

6. Diversity is primarily about ethnicity and gender issues.

1	2	3	4	5	6
Strongly Disagree		Neutral		Strongly Agree	Do not Know