

Agenda

Hightstown Borough Council

March 4, 2019

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

Flag Salute

Executive Session	2019-55 Authorizing a Meeting that Excludes the Public Contract Negotiations – Robbinsville Court
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Approval of the Agenda

Minutes	February 19, 2019 – Executive Session February 19, 2019 – Public Session
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Presentations	RISE Presentation
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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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Ordinances	2019-02 Final Reading and Public Hearing – An Ordinance Amending and Supplementing Subsection 25-10, Entitled “Maintenance and Repair,” of Section 25, “Stormwater Control,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey.” 2019-03 Final Reading and Public Hearing – An Ordinance Amending and Supplementing Chapter 2, Entitled “Administration”, Section 2-19, Entitled “Police Department”, Subsection 2-19-10 Entitled “Qualifications for Police Officers” of the Revised General Ordinances of the Borough of Hightstown, New Jersey
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2019-04 Final Reading and Public Hearing – An Ordinance of the Borough of Hightstown, in the County of Mercer, New Jersey Appropriating \$198,791 Expected to be Received as A Grant from the State of New Jersey Department of Transportation alternatives Program to Supplement the \$210,000 Appropriated by Bond Ordinance #2013-07, Finally Adopted April 1, 2013 and the \$331, 000 Appropriated by Bond Ordinance #2015-14, Finally Adopted August 17, 2015 of the Borough for Improvements to the Peddie Lake Dam Walking Bridge

2019-05 First Reading and Introduction – An Ordinance Amending and Supplementing Chapter 8, Entitled “Towing and Storage”, of the Revised General Ordinances of the Borough of Hightstown, New Jersey

Resolutions	2019-56	Payment of Bills
	2019-57	Authorizing the Execution of a Revised Shared Services Agreement with Robbinsville Township for Municipal Court Facilities
Consent Agenda	2019-58	Authorizing the Execution an Agreement with the County of Mercer and the Township of East Windsor for the Mercer at Play Program Project Grant
	2019-59	Resolution Making and Confirming Appointment for the Board of Health
	2019-60	Accepting Membership of Jaime Orochena in Hightstown Engine Co. No. 1
	2019-61	Recognizing National Poison Prevention Week (March 17-23, 2019)
	2019-62	Proclaiming March 2019 as American Red Cross Month
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		
Subcommittee Reports		
Mayor/Council/Administrative Reports		
Adjournment		

Resolution 2019-55

*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 4, 2019 at the Hightstown Fire House located at 140 North Main Street, Hightstown, that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

Contract Negotiations – Robbinsville Court

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public: June 4, 2019, 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 4, 2019.

Debra L. Sopronyi
Borough Clerk

**Meeting Minutes
Hightstown Borough Council
February 19, 2019
7:00 p.m.**

The meeting was called to order by Councilmember Stults at 7:01 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 Egan</i>	✓	
<i>Councilmember Jackson</i>	✓	
<i>Councilmember Misiura</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 and Fred Raffetto, Borough Attorney.

EXECUTIVE SESSION

Resolution 2019-51 Authorizing a Meeting that Excludes the Public

Moved by Councilmember Bluth; Seconded by Councilmember Musing.

Roll Call Vote: Councilmember Bluth, Egan, Jackson, Musing and Stults voted yes.

Resolution adopted 5-0.

Resolution 2019-51

*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 February 19, 2019 at the Hightstown Fire House 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 – Affordable Housing Administrator

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: May 19, 2019, 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.

Councilmember Stults called the called the public meeting to order at 7:30 p.m. and again read the Open Public Meetings Statement.

George Lang, CFO, and Monika Patel, Deputy CFO, arrived after executive session and are now present.

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Councilmember Stults requested that Resolution 2019-54 be added to the consent agenda. He also requested that he would like to add the Vaping Ordinance to discussion.

Councilmember Bluth moved the Agenda as amended; Councilmember Musing seconded.

Roll Call Vote: Councilmembers Bluth, Egan, Jackson, Musing and Stults voted yes.

Agenda approved as amended 5-0.

APPROVAL OF MINUTES

February 4, 2019 – Public Session

Moved by Councilmember Bluth; Seconded by Councilmember Jackson.

Roll Call Vote: Councilmember Bluth, Egan, Jackson, Musing and Stults voted yes.

Minutes approved 5-0.

PUBLIC COMMENT I

Councilmember Stults opened public comment period I and the following individuals spoke:

There being no one coming forward, Councilmember Stults closed the public comment period.

ORDINANCES

Ordinance 2019-02 First Reading and Introduction – An Ordinance Amending and Supplementing Subsection 25-10, Entitled “Maintenance and Repair,” of Section 25, “Stormwater Control,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey.”

Moved for introduction by Councilmember Musing; Seconded by Councilmember Bluth

Roll Call Vote: Councilmembers Bluth, Egan, Jackson, Musing and Stults voted yes.

Ordinance introduced 5-0.

Public Hearing: March 4, 2019

ORDINANCE 2019-02

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

**AN ORDINANCE AMENDING AND SUPPLEMENTING
SUBSECTION 25-10, ENTITLED “MAINTENANCE AND REPAIR,”
OF SECTION 25, “STORMWATER CONTROL,”
OF THE “REVISED GENERAL ORDINANCES OF THE
BOROUGH OF HIGHTSTOWN, NEW JERSEY.”**

WHEREAS, the Borough of Hightstown (the “Borough”) maintains an MS4 New Jersey Pollutant Discharge Elimination System (NJPDES) Stormwater Permit (the “Stormwater Permit”); and

WHEREAS, the Stormwater Permit must remain in compliance each year; and

WHEREAS, as of January 1, 2018, the New Jersey Department of Environmental Protection (the “NJDEP”) updated and issued new requirements that the Borough must adhere to in order to comply with the Annual Permit Recertification; and

WHEREAS, the Borough is required to develop, update, implement, and enforce a program to ensure adequate long-term cleaning, operation, and maintenance of stormwater facilities not owned or operated by the Borough; and

WHEREAS, at the recommendation of the Borough Engineer, and in order to remain in compliance with the Stormwater Permit, the Hightstown Borough Council has agreed to modify the existing language of certain provisions currently contained within the Borough Code.

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

Section 1. Subsection 25-10, entitled “Maintenance and Repair,” of Section 25 “Stormwater Control,” of the “Revised General Ordinances of the Borough of Hightstown,” is hereby amended and supplemented in the following respects (additions are shown with underline, deletions are shown with ~~strikeout~~):

**Section 25
STORMWATER CONTROL**

25-10. Maintenance and Repair

A. Applicability

1. Projects subject to review as in Section 1.C of this ordinance shall comply with the requirements of Sections 10.B and 10.C.

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). Maintenance guidelines for stormwater management measures are available in the New Jersey Stormwater Best Management Practices Manual. If the maintenance plan identifies a person other than the developer (for example, a homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's agreement to assume this responsibility, or of the developer's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
3. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project.
4. If the person responsible for maintenance identified under Section 10.B.2 above is not a public agency, the maintenance plan and any future revisions based on Section 10.B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
5. Preventative and corrective maintenance shall be performed to maintain the function of the stormwater management measure, including repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of nonvegetated linings.
6. The person responsible for maintenance identified under Section 10.B.2 above shall maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related workorders.

7. The person responsible for maintenance identified under Section 10.B.2 above shall evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed.
8. The person responsible for maintenance identified under Section 10.B.2 above shall retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Sections 10.B.6 and 10.B.7 above.
9. The requirements of Sections 10.B.3 and 10.B.4 do not apply to stormwater management facilities that are dedicated to and accepted by the Borough.
10. For all stormwater management facilities not dedicated to the Borough, a two-year maintenance guarantee for maintenance and repair of the stormwater management facility shall be submitted to the Borough in accordance with N.J.S.A. 40:55D-53. The maintenance guarantee shall be in addition to the submission of performance and maintenance guarantees required for subdivisions and site plans.
11. The owner of a private stormwater facility is required to inspect the facility after each major storm event and perform any maintenance and/or repairs that may be required, in addition to routine mowing and removal and disposal of accumulated debris from the facility. The owner shall file a report with the Borough annually which provides its inspection dates (which shall be performed quarterly), and any action(s) taken to rectify any condition(s) found. The Borough shall inspect the facility once per year at the cost of \$100.00 to the property owner. ~~_, which cost shall be based upon the actual costs incurred by the Borough in performing the inspection.~~ The Borough shall also maintain a log and map to demonstrate compliance with maintenance requirements and shall document any actions taken by the Borough to enforce compliance. If inspection reveals that maintenance has not been maintained by the owner of the stormwater facility, then the Borough Official will issue an order to correct the deficiency within 30 days. If the deficiency is not corrected within 30 days, the Borough will correct the deficiency and recover the cost under the Property Maintenance Section of the Borough Code (Section 14-12). The Borough, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause as approved by the Borough Engineer or his/her designee.

C. Nothing in this section shall preclude the Borough in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D—53.

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.

Ordinance 2019-03 First Reading and Introduction – An Ordinance Amending and Supplementing Chapter 2, Entitled “Administration”, Section 2-19, Entitled “Police Department”, Subsection 2-19-10 Entitled “Qualifications for Police Officers” of the Revised General Ordinances of the Borough of Hightstown, New Jersey

Moved for Introduction by Councilmember Musing; Seconded by Councilmember Egan.

Roll Call Vote: Councilmembers Bluth, Egan, Jackson, Musing and Stults voted yes.

Ordinance introduced 5-0.

Public Hearing: March 4, 2019

Ordinance 2019-03

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

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 2, ENTITLED
“ADMINISTRATION”, SECTION 2-19, ENTITLED “POLICE DEPARTMENT”, SUBSECTION
2-19.10 ENTITLED “QUALIFICATIONS FOR POLICE OFFICERS” OF THE REVISED
GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY**

WHEREAS, the Hightstown Police Department desires to amend the qualifications for the hiring of new officers; and

WHEREAS, the Mayor and Borough Council find this change would be advantageous for the hiring process.

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

Section 1. That Chapter 2, entitled “Administration”, Section 2-19, entitled “Police Department”, Subsection 2-19.10, entitled “Qualifications for Police Officers”, is hereby amended to read as follows (underline for additions, strikethroughs for deletions):

Subsection 2-19.10 Qualifications for Police Officers.

No person shall be appointed as a regular or permanent member of the Police Department unless that person is qualified in accordance with the requirements of N.J.S.A. 40A:14-122 and the age requirements set forth in N.J.S.A. 40A:14-127 et seq. In particular, no person shall be eligible or qualified to be appointed as a regular or permanent police officer unless, at the time of his/her appointment:

- a. She/he shall be a citizen of the United States and resident of the State of New Jersey.

b. She/he shall not be less than eighteen (18) years of age and shall be sound in body and of good health sufficient to satisfy the Board of Trustees of the Police and Firemen's Retirement System of New Jersey as to her/his eligibility for membership in the retirement system. Age shall not be considered in the promotion of any officer to a higher rank.

c. She/he shall demonstrate the ability to read and write the English language intelligently.

d. She/he is of good moral character and shall not have been convicted of a crime or disorderly persons offense that, in the judgment of the Borough Council, would be prejudicial to the morale or the reputation of the Police Department.

e. She/he must successfully pass the required physical fitness examination, drug and alcohol screening, psychological examination administered by a physician or laboratory of the Borough's choosing and be a successful graduate of a certified police academy as she/he may be assigned by the Borough. Any drug screening, psychological or medical examination or physical fitness examination shall be conducted after a conditional offer of employment or promotion has been made by the Borough.

f. She/he is a holder of a valid New Jersey driver's license.

g. She/he ~~has a minimum of an associate's degree~~ must have an associate's degree or 60 college credits from an accredited college or university PLUS at least 24 months of satisfactory employment or military experience.

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.

Ordinance 2019-04 First Reading and Introduction – An Ordinance of the Borough of Hightstown, in the County of Mercer, New Jersey Appropriating \$198,791 Expected to be Received as A Grant from the State of New Jersey Department of Transportation alternatives Program to Supplement the \$210,000 Appropriated by Bond Ordinance #2013-07, Finally Adopted April 1, 2013 and the \$331, 000 Appropriated by Bond Ordinance #2015-14, Finally Adopted August 17, 2015 of the Borough for Improvements to the Peddie Lake Dam Walking Bridge

Moved for introduction by Councilmember Musing; Seconded by Councilmember Bluth

Roll Call Vote: Councilmembers Bluth, Egan, Jackson, Musing and Stults voted yes.

Ordinance introduced 5-0.

Public Hearing: March 4, 2019

Ordinance 2019-04

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

**ORDINANCE OF THE BOROUGH OF HIGHTSTOWN, IN THE
COUNTY OF MERCER, NEW JERSEY APPROPRIATING \$198,791
EXPECTED TO BE RECEIVED AS A GRANT FROM THE STATE OF
NEW JERSEY DEPARTMENT OF TRANSPORTATION
ALTERNATIVES PROGRAM TO SUPPLEMENT THE \$210,000
APPROPRIATED BY BOND ORDINANCE #2013-07, FINALLY
ADOPTED APRIL 1, 2013 AND THE \$331,000 APPROPRIATED BY
BOND ORDINANCE #2015-14, FINALLY ADOPTED AUGUST 17, 2015
OF THE BOROUGH FOR IMPROVEMENTS TO THE PEDDIE LAKE
DAM WALKING BRIDGE.**

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The sum of \$198,791, expected to be received as a grant from the State of New Jersey Department of Transportation Alternatives Program, is hereby appropriated to supplement the \$210,000 previously appropriated in bond ordinance #2013-07 of the Borough of Hightstown, in the County of Mercer, New Jersey (the “Borough”), finally adopted April 1, 2013 (“Bond Ordinance #2013-07”) and the \$331,000 previously appropriated in bond ordinance #2015-14 of the Borough, finally adopted August 17, 2015 (“Bond Ordinance #2015-14” and, together with Bond Ordinance #2013-07, the “Original Bond Ordinances”) for improvements to the Peddie Lake Dam walking bridge, including all work and materials necessary therefor and incidental thereto, as more fully described in the Original Bond Ordinances.

Section 2. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 3. This ordinance shall take effect as provided by the law.

RESOLUTIONS

Resolution 2019-52 Payment of Bills

Moved by Councilmember Bluth; Seconded by Councilmember Egan.

Roll Call Vote: Councilmembers Bluth, Egan, Jackson, Musing voted yes. Councilmember Stults abstained.

Resolution adopted 4-0 with 1 abstention.

Resolution 2019-52

*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 \$938,094.12 from the following accounts:

Current		\$772,833.76
W/S Operating		144,440.53
General Capital		18,303.58
Water/Sewer Capital		1,650.00
Grant		120.00
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>746.25</u>
Total		<u>\$938,094.12</u>

Resolution 2019-53 Authorizing the Execution of an Amendment to an Agreement with the New Jersey Department of Transportation (NJDOT), for Construction of the Peddie Lake Walking Bridge Replacement

Moved by Councilmember Musing; Seconded by Councilmember Bluth.

Roll Call Vote: Councilmembers Bluth, Egan, Jackson, Musing and Stults voted yes.

Resolution adopted 5-0.

Resolution 2019-53

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

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

WHEREAS, On January 30, 2019, The Federal Highway Administration authorized additional funding of 34,126.00 for construction of the Peddie Lake Dam Walking Bridge Replacement; and

WHEREAS, The NJDOT has forwarded to Hightstown Borough, an amendment to the Federal Aid Agreement for said additional funding; and

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

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 Agreement Amendment on behalf of the Borough.
2. That all relevant officials are authorized to undertake any actions necessary to effectuate and implement the said Agreement Amendment.

Resolution 2019-54 Appointing and Authorizing an Agreement for Professional Services – Administrative Agent of Hightstown Borough Affordable Housing Program

Moved by Councilmember Musing; Seconded by Councilmember Bluth.

Roll Call Vote: Councilmembers Bluth, Egan, Jackson, Musing and Stults voted yes.

Resolution adopted 5-0.

Resolution 2019-54

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

**APPOINTING AND AUTHORIZING AN AGREEMENT FOR PROFESSIONAL
SERVICES – ADMINISTRATIVE AGENT OF HIGHTSTOWN BOROUGH
AFFORDABLE HOUSING PROGRAM**

WHEREAS, there exists the need for an Administrative Agent to oversee the Affordable Housing Program in Hightstown Borough; and

WHEREAS, four (4) proposals were received for an administrative agent for affordable housing; and

WHEREAS, the proposals were reviewed and evaluated by a sub-committee of the Borough Council; and

WHEREAS, it is the desire of Borough Council to appoint Randall Gottesman of Community Grants and Planning, Cranbury, New Jersey as Administrative Agent for Affordable Housing effective February 19, 2019; and

WHEREAS, the cost for the proposed services shall not exceed \$5,000.00 without further approval by the Borough Council; and,

WHEREAS, the Finance Office has certified that funds are available for this contract; and,

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

WHEREAS, the anticipated term of this contract is for the remainder of 2019, and it may only be renewed upon further action of the Borough Council; and

WHEREAS, this contract is awarded as a “fair and open contract” pursuant to and in accordance with the Local Unit Pay-to-Play Law.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Borough Council of the Borough of Hightstown that the Mayor is authorized to execute and the Borough Clerk to attest an agreement between the Borough of Hightstown and Randall Gottesman of Community Grants and Planning, Cranbury, New Jersey for Administrative Agent for Affordable Housing for remainder of 2019.

PUBLIC COMMENT PERIOD II

Councilmember Stults opened the public comment period II and the following individuals spoke:

Scott Caster, 12 Clover Lane – Stated that Hightstown is in the top 10 tax rates in the State and this needs to be addressed. Towns around us have stable tax rates. We have no Economic Development Commission and we don’t deal with the State like we should. Also spoke regarding consolidation.

There being no further comments, Councilmember Stults closed the public comment period.

DISCUSSION

Board of Health – Vaping Ordinance

Councilmember Stults stated that the Board of Health would like to implement an ordinance that puts the same laws on vaping as smoking. They would also like to impose a fee to retailers that sell electronic cigarettes. State law does not require this law on State Level. Discussion ensued. Council unanimously agreed that the enforcement and fines are a good thing, but they do not think that business owners in town should be charged additional fees. Business Administrator/Clerk, Debra Sopronyi, stated that she would inform the Board of Health of Council’s discussion.

SUBCOMMITTEE REPORTS

Councilmember Stults stated that the subcommittee had met with PRC Group regarding the Mill Project. There are still some design changes to happen but there will be a public meeting in the near future.

Councilmember Musing thanked Keith LePrevost of the Hightstown Housing Authority for submitting a proposal for the Affordable Housing Administrator. It really was a difficult decision.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Jackson

Parks and Rec will hold their Reorg and Planning Meeting this Thursday at 7:00 p.m.

Councilmember Bluth

Cultural Arts, Empty Bowls is March 24th at the Peddie School. Tickets can be purchased on EventBrite. Environmental Commission will meet next week.

Councilmember Egan

Board of Health will meet again on March 13th.

Councilmember Musing

HPC met and has filled their membership. They have a great group of people and this is positive for the town. He does not disagree with Mr. Castor's comments; we are looking for solutions and are willing to work with our neighboring towns but it takes cooperation from both municipalities. It's important to look at what works and what doesn't work. We need to look at how we increase rateables looking forward.

Borough Administrator/Clerk, Debra Sopronyi

Stated that Officers Buck, Esposito and Krupa will be participating in Read Across America at the Black School next week. The Forestry Report has been filed and approved.

Councilmember Stults

Downtown Hightstown Business Group met and are working on events for the year. Read the following letter from a resident on Spruce Court: *"Mayor Quattrone, We received a warning notice February 13, 2019 that was placed on my son's car windshield by a Hightstown Police Officer. We live on a quiet cul-de-sac across the street from the Hightstown High School. There are signs posted on the street stating no parking between the hours of 9am and 3pm. These signs were posted to deter students from parking on neighboring streets during school hours so the homeowners are not overwhelmed by traffic, noise and garbage left behind by the students. We agree the signs should stay for this reason, however the homeowners should not be ticketed for parking in front of their own homes for this would defeat the purpose of the ordinance. We have 4 cars and a 3 car driveway, our neighbors all have similar issues with parking. I would like to recommend a solution to this issue which is to give the homeowners residential parking stickers. This way any officer patrolling the streets around the High School will know that the car is parked in front of the owner's home and will further assist the officer in knowing without a plate check that this car belongs where it is parked and not to ticket the vehicle. Please, look into this matter before homeowners are ticketed for parking in front of their own homes. Thank you for your time and attention in this matter and we look forward to hearing back from you. Joan and Jim Mulcahey"* Ms. Sopronyi stated that she will speak with the Chief regarding the ordinance that is currently in place. Councilmember Stults stated that there will be a Borough Hall visioning meeting and asked all of Council to speak to their boards and committees to come up with their ideas regarding the best utilization of Borough Hall.

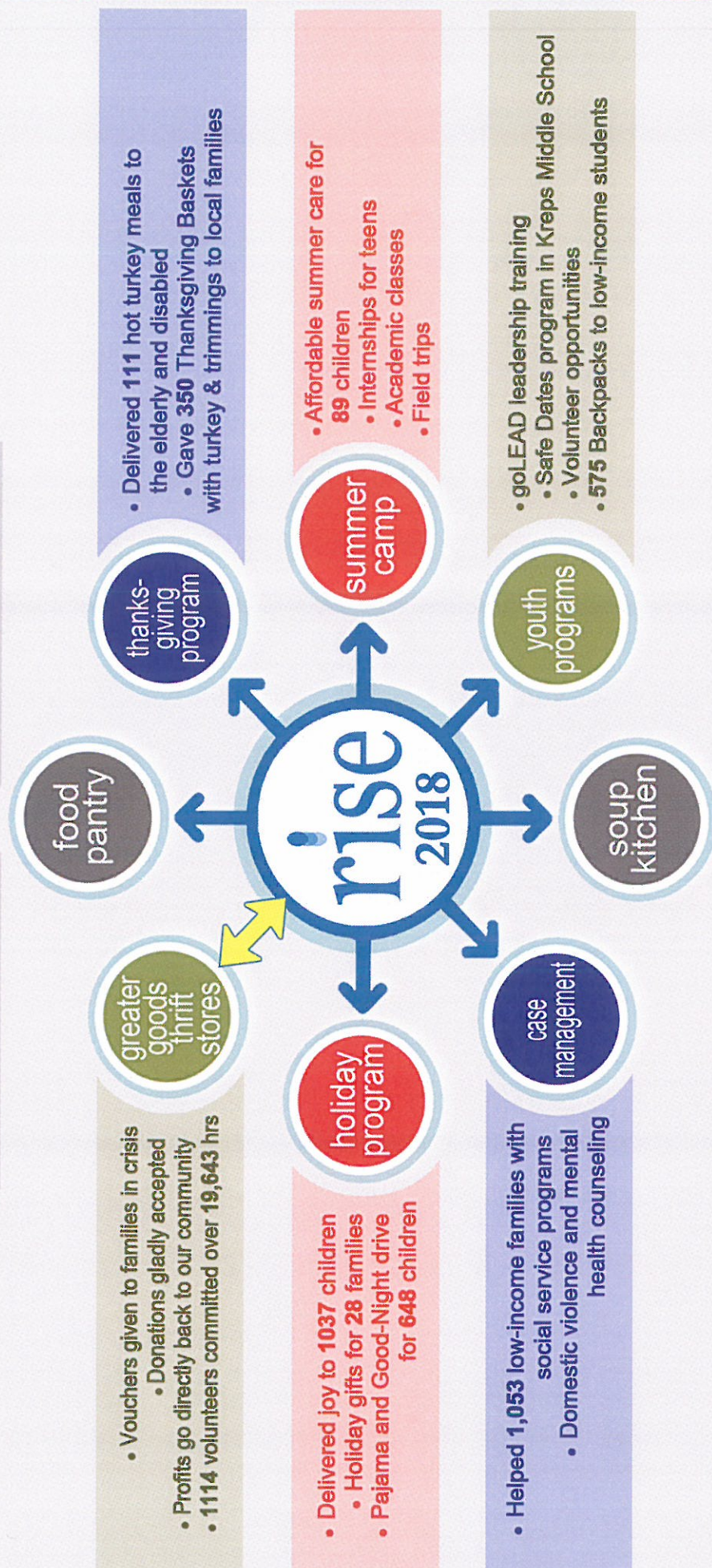
ADJOURNMENT

Councilmember Bluth moved to adjourn at 8:19 p.m.; Seconded by Councilmember Egan. All ayes.

Respectfully Submitted,

Margaret M. Riggio
Deputy Borough Clerk

- Now open evenings for working families
- Served **978** families
- Distributed **26,853** boxes of food at Rise Food Pantry



Rise to the TASK

- United with the Trenton Area Soup Kitchen and 3 local churches in distributing **23,169** community suppers three times a week.

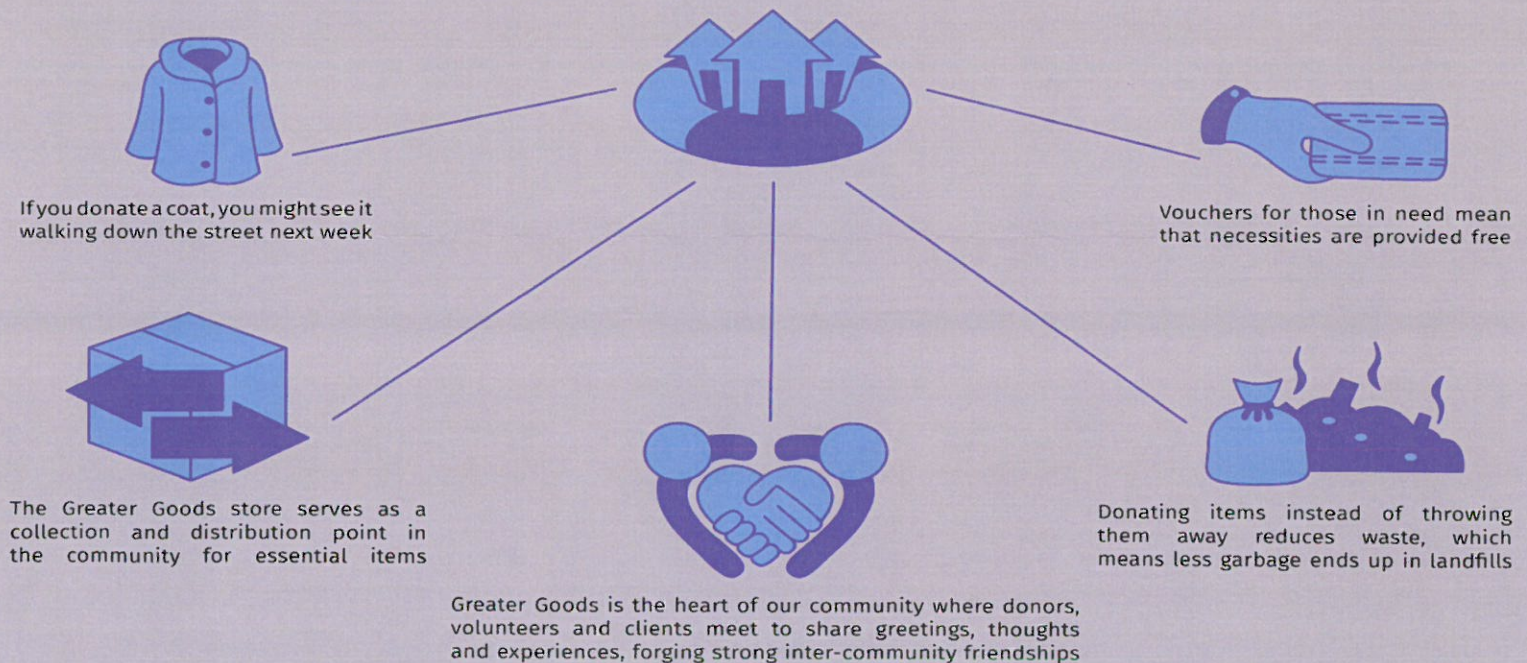


njrise.org

YOUR DONATIONS TO RISE BENEFIT THE COMMUNITY ⁰¹⁸



More than a store — a lifeline for the community



ORDINANCE 2019-02

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING SUBSECTION 25-10, ENTITLED “MAINTENANCE AND REPAIR,” OF SECTION 25, “STORMWATER CONTROL,” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY.”

WHEREAS, the Borough of Hightstown (the “Borough”) maintains an MS4 New Jersey Pollutant Discharge Elimination System (NJPDES) Stormwater Permit (the “Stormwater Permit”); and

WHEREAS, the Stormwater Permit must remain in compliance each year; and

WHEREAS, as of January 1, 2018, the New Jersey Department of Environmental Protection (the “NJDEP”) updated and issued new requirements that the Borough must adhere to in order to comply with the Annual Permit Recertification; and

WHEREAS, the Borough is required to develop, update, implement, and enforce a program to ensure adequate long-term cleaning, operation, and maintenance of stormwater facilities not owned or operated by the Borough; and

WHEREAS, at the recommendation of the Borough Engineer, and in order to remain in compliance with the Stormwater Permit, the Hightstown Borough Council has agreed to modify the existing language of certain provisions currently contained within the Borough Code.

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

Section 1. Subsection 25-10, entitled “Maintenance and Repair,” of Section 25 “Stormwater Control,” of the “Revised General Ordinances of the Borough of Hightstown,” is hereby amended and supplemented in the following respects (additions are shown with underline, deletions are shown with ~~strikeout~~):

Section 25 STORMWATER CONTROL

25-10. Maintenance and Repair

A. Applicability

1. Projects subject to review as in Section 1.C of this ordinance shall comply with the requirements of Sections 10.B and 10.C.

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). Maintenance guidelines for stormwater management measures are available in the New Jersey Stormwater Best Management Practices Manual. If the maintenance plan identifies a person other than the developer (for example, a homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's agreement to assume this responsibility, or of the developer's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
3. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project.
4. If the person responsible for maintenance identified under Section 10.B.2 above is not a public agency, the maintenance plan and any future revisions based on Section 10.B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
5. Preventative and corrective maintenance shall be performed to maintain the function of the stormwater management measure, including repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of nonvegetated linings.
6. The person responsible for maintenance identified under Section 10.B.2 above shall maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related workorders.
7. The person responsible for maintenance identified under Section 10.B.2 above shall evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed.

8. The person responsible for maintenance identified under Section 10.B.2 above shall retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Sections 10.B.6 and 10.B.7 above.
9. The requirements of Sections 10.B.3 and 10.B.4 do not apply to stormwater management facilities that are dedicated to and accepted by the Borough.
10. For all stormwater management facilities not dedicated to the Borough, a two-year maintenance guarantee for maintenance and repair of the stormwater management facility shall be submitted to the Borough in accordance with N.J.S.A. 40:55D-53. The maintenance guarantee shall be in addition to the submission of performance and maintenance guarantees required for subdivisions and site plans.
11. The owner of a private stormwater facility is required to inspect the facility after each major storm event and perform any maintenance and/or repairs that may be required, in addition to routine mowing and removal and disposal of accumulated debris from the facility. The owner shall file a report with the Borough annually which provides its inspection dates (which shall be performed quarterly), and any action(s) taken to rectify any condition(s) found. The Borough shall inspect the facility once per year at the cost of \$100.00 to the property owner. The Borough shall also maintain a log and map to demonstrate compliance with maintenance requirements and shall document any actions taken by the Borough to enforce compliance. If inspection reveals that maintenance has not been maintained by the owner of the stormwater facility, then the Borough Official will issue an order to correct the deficiency within 30 days. If the deficiency is not corrected within 30 days, the Borough will correct the deficiency and recover the cost under the Property Maintenance Section of the Borough Code (Section 14-12). The Borough, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause as approved by the Borough Engineer or his/her designee.

C. Nothing in this section shall preclude the Borough in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D—53.

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: February 19, 2019

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2019-03

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 2,
ENTITLED “ADMINISTRATION”, SECTION 2-19, ENTITLED “POLICE
DEPARTMENT”, SUBSECTION 2-19.10 ENTITLED “QUALIFICATIONS FOR
POLICE OFFICERS” OF THE REVISED GENERAL ORDINANCES OF THE
BOROUGH OF HIGHTSTOWN, NEW JERSEY**

WHEREAS, the Hightstown Police Department desires to amend the qualifications for the hiring of new officers; and

WHEREAS, the Mayor and Borough Council find this change would be advantageous for the hiring process.

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

Section 1. That Chapter 2, entitled “Administration”, Section 2-19, entitled “Police Department”, Subsection 2-19.10, entitled “Qualifications for Police Officers”, is hereby amended to read as follows (underline for additions, strikethroughs for deletions):

Subsection 2-19.10 Qualifications for Police Officers.

No person shall be appointed as a regular or permanent member of the Police Department unless that person is qualified in accordance with the requirements of N.J.S.A. 40A:14-122 and the age requirements set forth in N.J.S.A. 40A:14-127 et seq. In particular, no person shall be eligible or qualified to be appointed as a regular or permanent police officer unless, at the time of his/her appointment:

- a. She/he shall be a citizen of the United States and resident of the State of New Jersey.
- b. She/he shall not be less than eighteen (18) years of age and shall be sound in body and of good health sufficient to satisfy the Board of Trustees of the Police and Firemen's Retirement System of New Jersey as to her/his eligibility for membership in the retirement system. Age shall not be considered in the promotion of any officer to a higher rank.
- c. She/he shall demonstrate the ability to read and write the English language intelligently.
- d. She/he is of good moral character and shall not have been convicted of a crime or disorderly persons offense that, in the judgment of the Borough Council, would be prejudicial to the morale or the reputation of the Police Department.
- e. She/he must successfully pass the required physical fitness examination, drug and alcohol screening, psychological examination administered by a physician or laboratory of the Borough's choosing and be a successful graduate of a certified police academy as she/he may be assigned by the Borough. Any drug screening, psychological or medical examination or physical fitness examination shall be conducted after a conditional offer of employment or promotion has been made by the Borough.
- f. She/he is a holder of a valid New Jersey driver's license.

g. She/he must have an associate's degree or 60 college credits from an accredited college or university PLUS at least 24 months of satisfactory employment or military experience.

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: February 19, 2019

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2019-04

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

ORDINANCE OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY APPROPRIATING \$198,791 EXPECTED TO BE RECEIVED AS A GRANT FROM THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION ALTERNATIVES PROGRAM TO SUPPLEMENT THE \$210,000 APPROPRIATED BY BOND ORDINANCE #2013-07, FINALLY ADOPTED APRIL 1, 2013 AND THE \$331,000 APPROPRIATED BY BOND ORDINANCE #2015-14, FINALLY ADOPTED AUGUST 17, 2015 OF THE BOROUGH FOR IMPROVEMENTS TO THE PEDDIE LAKE DAM WALKING BRIDGE.

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

Section 1. The sum of \$198,791, expected to be received as a grant from the State of New Jersey Department of Transportation Alternatives Program, is hereby appropriated to supplement the \$210,000 previously appropriated in bond ordinance #2013-07 of the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough"), finally adopted April 1, 2013 ("Bond Ordinance #2013-07") and the \$331,000 previously appropriated in bond ordinance #2015-14 of the Borough, finally adopted August 17, 2015 ("Bond Ordinance #2015-14" and, together with Bond Ordinance #2013-07, the "Original Bond Ordinances") for improvements to the Peddie Lake Dam walking bridge, including all work and materials necessary therefor and incidental thereto, as more fully described in the Original Bond Ordinances.

Section 2. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the

extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 3. This ordinance shall take effect as provided by the law.

Introduction: February 19, 2019

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2019-05

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 8, ENTITLED “TOWING AND STORAGE”, OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY

WHEREAS, the Chief of Police has recommended that certain changes be made to the Borough’s towing ordinance; and

WHEREAS, the Mayor and Council agree with said recommendation.

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

Section 1. Chapter 8, “Towing and Storage”, is hereby amended as follows (underline for additions, strikethroughs for deletions):

Section 8-1 Purpose.

To establish rules and regulations, pursuant to N.J.S.A. 40:48-2.49, et seq., for the towing and storage of motor vehicles from public roadways by operators engaged in the business of towing and storing motor vehicles.

Section 8-2 ~~Scope~~: Applicability of Provisions

~~The provisions of this chapter shall apply to those businesses that engage in towing and storage of motor vehicles within the Borough of Hightstown through the police department.~~

a. ~~The provisions of this chapter shall apply only when a towing service on the towing list is responding to a call initiated by the Hightstown Police Department.~~

b. ~~This chapter shall only apply to all motor vehicle towing and storage operations within the Borough of Hightstown, which occur at the initiation of the Hightstown Police Department. Nothing herein limits the right of the owner or operator of a motor vehicle to request or summon a tow operator of his or her own choosing or a tow operator from another municipality, unless a borough police officer at the scene determines that the tow service to be summoned cannot arrive at the scene within the limited specified in 8-7 hereof, or does not have the proper equipment to clear the scene, pursuant to subsection 8-10 hereof, and the safety of persons and motorists may be jeopardized thereby.~~

Section 8-3 Definitions.

As used in this chapter:

~~“Abandoned vehicle” shall mean a motor vehicle which the owner or operator leaves on a public roadway and fails to notify the police or does not attempt to repair and remove the same within a reasonable period of time.~~

~~“Accident vehicle” shall mean a motor vehicle which has been involved in an accident.~~

ADMINISTRATION FEE

A one-time fee for time spent with customers, insurance companies, police, making copies, faxing or sending of emails by staff.

BASIC TOWING SERVICE

Refers to the removal and transportation of an automobile from a highway, street or other public or private roadway, or a parking area, or from a storage facility, and other services incident thereto, but does not include recovery of an automobile from a position beyond the right-of-way or berm, or from being impaled upon any other object within the right-of-way or berm.

DOUBLE TOW

When any motor vehicle is brought from the original location to police headquarters for investigative purpose and upon completion, is moved from police headquarters to a final destination, the charge will be one and one half times the actual rate for one tow.

ROADSIDE ASSISTANCE CALLS

Basic roadside assistance calls such as tire changing, up to two gallons of fuel, vehicle lockouts or jumpstarting. Due to traffic patterns, roadway design and the inability to conduct quick roadside assistance, the Borough of Hightstown does not recognize roadside assistance for vehicles in excess of 16,000 GVW. Disabled vehicle in excess of 16,000 GVW must be towed from the roadway or any other vehicle deemed to be unsafe on the roadway. If the roadside assistance call results in tow, then the vehicle operator will only be charged for the towing.

ENVIRONMENTAL CLEAN-UP

Removal and/or disposal of any fluids or debris left on the roadway or property as a result of a motor vehicle accident or recovery.

COMMERICAL MOTOR VEHICLE

Any motor vehicle with a GVW greater than 16,000 pounds which is not classified as an automobile

~~“Disabled vehicle” shall mean any motor vehicle which is unable to operate under its own power.~~

~~“Heavy duty recovery” shall mean the recovery of any motor vehicle over 10,000 pounds gross vehicle weight which requires the vehicle to be uprighted or recovered from either on or off the traveled portion of a public roadway.~~

~~“Heavy duty towing” shall mean the towing of any motor vehicle over 10,000 16,000 pounds gross vehicle weight.~~

~~“Impounded vehicle” shall mean a vehicle which, at the direction of the police department, is taken into police custody because the operator of the vehicle was engaged in a violation of the law, including but not limited to, the operator being arrested on a DWI charge, the operator having been arrested for driving without registration or insurance, or the operator having been arrested for stealing the motor vehicle, or the vehicle having been involved in a serious accident.~~

~~“Light duty towing” shall mean the towing of any motor vehicle up to and including 10,000 pounds gross vehicle weight.~~

MOTOR VEHICLE

~~“Motor vehicle”~~ shall mean ~~all~~ **any** vehicles propelled otherwise than by muscular power, including trailers and recreational campers, excepting such vehicles as run only upon rails or tracks and motorized bicycles.

STORAGE RATE

~~“Storage rates”~~ shall mean fees charged for the storage of motor vehicles.

TOWING LIST

~~“Towing list”~~ shall mean a rotating list of all towing services registered with the Borough of Hightstown kept by the Borough Chief of Police.

TOW OPERATOR

A person engaged in the business of or offering the services of a tow vehicle or tow truck and storage services.

TOWING RATES

~~“Towing rates”~~ shall mean fees charged by a towing service for removal and transportation of a motor vehicle.

TOWING SERVICE

~~“Towing service”~~ shall mean a business engaged in the towing and storing of motor vehicles which has been approved for the towing list.

TOWING VEHICLE

~~“Towing vehicle”~~ shall mean a motor vehicle employed by a towing service for the purpose of towing, transporting, conveying or removing motor vehicles from public roadways.

WINCHING

An operation by which a vehicle is moved into the roadway from a position off the roadway or other operation in which substantial work is required to prepare a vehicle for normal towing (i.e. lifting, dragging, up righting a vehicle etc.).

YARD SERVICE FEE

A one-time fee to cover the cost of handling the vehicle while in the tow yard, including but not limited to assisting insurance adjuster, salvage companies, owner of the vehicle or any labor involving the vehicle after has been brought to the tow facility or storage yard.

Section 8-4 Towing Service Registration.

a. No towing service shall be placed upon the towing list for the towing or storing of motor vehicles within the Borough, unless the towing service shall first register with the Borough. In order to be placed upon the towing list for towing, a towing service must be located within five (5) miles of the geographic center of the Borough of Hightstown or within the Borough of Hightstown. Registration applications shall be made available by the Borough police department. A towing service that has met all the specifications and requirements of this chapter and has registered with the Borough shall be placed on the towing list by the Chief of Police; however, the maximum number of towing services on the Borough's towing list shall be up to five (5) such services. Services shall be placed on the Borough's towing list on a first-come first-served basis. Vacancies shall be filled in the same manner. Each towing service must submit their schedule of basic towing and storage rates with their registration application. The rates and fees for towing and storage of motor vehicles shall not exceed the rates set by this chapter.

b. The towing service owner or its authorized representative shall sign the registration application form indicating that the full requirements of this chapter have been met by the towing service applicant.

c. If any information provided by a towing service in its registration application changes, the towing service is responsible for notifying the police department of the change in the registration information within thirty (30) days of such change. Failure to comply with this provision will be deemed a violation of this chapter.

(Ord. No. 2009-19)

Section 8-5 Insurance.

a. No towing service shall operate within the Borough unless it carries liability insurance in the following amounts:

1. Garage Liability/Comprehensive General Liability insurance policy in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit covering bodily injury and property damage liability, including but not limited to personal injury, products liability, independent contractor and completed operation coverage;

2. Garage Keepers Legal Liability insurance policy in an amount not less than One Hundred Thousand Dollars (\$100,000.00);

3. For heavy-duty towing and heavy-duty recovery vehicles, One Million Dollars (\$1,000,000.00) combined single limit with endorsement MSC-90;

4. Automobile Liability insurance policy in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit covering bodily injury and property damage liability, including but not limited to owned, non-owned and hired vehicles;

5. Worker's Compensation insurance as required by law, including but not limited to statutory New Jersey Worker's Compensation Benefits and employer's liability coverage;

6. All policies shall provide an endorsement for collision coverage for motor vehicles and cargo towed by towing service vehicles; and

7. On all liability policies, the Borough of Hightstown shall be added as an additional insured, and insurance policies and/or certificates shall indicate such coverage as primary coverage notwithstanding any insurance carried by the Borough.

Section 8-6 Rates and Fees.

a. Fees and rates for the towing, roadside assistance and storage of motor vehicles shall be established by resolution of the Mayor and Borough Council, which rates shall be based on the usual, customary and reasonable rates of operators towing and storing motor vehicles in the Borough.

b. Fees and rates for the towing and storage of motor vehicles shall be reviewed by the Chief of Police on an annual basis, and shall be revised, if necessary, by resolution of the Mayor and Borough Council. The Chief of Police shall advise all towing services placed on the towing list of any such revisions.

c. The fees and rates set by this chapter, and any subsequent revisions thereto, shall be submitted to the Division of Consumer Affairs for review, and shall be made available to the public during normal business hours of the Borough.

Section 8-7 Rules and Regulations.

a. All towing services placed on the towing list shall be available to respond to a call in accordance with the towing rotation schedule of on-call status established by the Chief of Police.

b. All towing services shall respond to a call in any part of the Borough within twenty (20) minutes. If a towing service does not respond within twenty (20) minutes of a call, the towing service next on the list shall be called and entitled to provide services as needed, and the first towing service shall lose any claim to compensation.

c. All drivers and operators of towing vehicles shall be properly licensed to operate a motor vehicle within the State of New Jersey and are subject to driver's license checks by the Borough police department at the time of registration and at least on an ~~an~~ **bi-** annual basis thereafter. All towing vehicles shall be properly registered and inspected in accordance with any applicable law.

d. All vehicles must be towed in a safe manner.

e. All towing services shall be capable of providing reasonable roadside services to disabled vehicles such as, but not limited to, jump-starting, changing of flat tires, **vehicle lockouts** and providing fuel. Such services will only be performed if they can be done so safely, as determined by the police officer on the scene. **The fees charged for service shall be in accordance with this chapter.**

f. All towing services shall make available a copy of its basic rates and a business card to all owners and operators of motor vehicles which will be towed.

g. All towing services shall keep accurate records of all motor vehicles towed and stored at the direction of the Borough police department. A copy of such records shall be provided to the Borough upon request.

h. Towing services shall not remove any motor vehicle which has been abandoned or involved in an accident in any public roadway without first notifying the Borough police department.

i. The police department shall not call a towing service to remove a vehicle from private property. The police department shall provide the property owner with all available information regarding the ownership of the motor vehicle on their property, and the property owner will then be responsible for making their own arrangements to remove the vehicle.

j. The towing service shall notify the police department of all vehicles found by the towing service to have been abandoned and not claimed within fourteen (14) days after being stored. The police department shall, upon notification, expeditiously process the vehicle in accordance with the New Jersey Motor Vehicle Code concerning abandoned and unclaimed motor vehicles.

k. Towing service shall be in compliance with the state affirmative action statues and rules.

l. Towing service must be in compliance with the Americans with Disabilities Act.

m. Towing service shall confirm that it is an independent contractor and does not represent or act for the Borough of Hightstown in any way.

n. All towing services authorized by the Borough of Hightstown must perform emergency roadside assistance when so requested by the Hightstown Police Department.

o. Nothing in this chapter shall preclude the right of a motorist or vehicle operator to summon a tow operator of his or her own choosing, pursuant to the provisions of 8-2.

p. The Borough of Hightstown shall not be liable for the cost of any services performed by the towing service unless those services are performed on borough vehicles.

Section 8-8 Towing List; Rotation.

a. A towing list will be kept with the Chief of Police. The towing list shall include all towing services which have registered with the Borough. A towing service shall be placed on the bottom of the towing list upon registration with the Borough. The towing list shall be a rotating list as provided in paragraphs b, c and d of this section.

b. When the need arises, the police department will call the towing service on the top of the list, which is on-call on the towing rotation schedule. The towing service called, if it shall perform any of the services covered by this chapter, shall be placed at the bottom of the towing list and not called again until all other on-call towing services on the towing list have been called.

c. If a towing service is unavailable to perform required services when called by the police department, for whatever reason, said towing service shall be charged with a call and placed at the bottom of the towing list, and the next available on-call towing service shall be called. The towing service that responds in its place shall remain at the top of the list.

d. If a towing service, after being dispatched, is recalled and does not perform any duties or services covered by this chapter, the towing service shall remain on the top of the towing list. However, if a towing service arrives at the scene of an incident in which its services are required and cannot perform said services, it shall lose its place on the towing list, and the next on-call towing service on the list shall be called.

Section 8-9 Storage Facilities.

a. All storage facilities operated or used by towing services shall meet all local zoning and code requirements, and must be located within five (5) miles of the geographic center of the Borough of Hightstown or within the Borough.

b. All towing services shall have an indoor storage facility at its disposal for motor vehicles which have been involved in criminal activity and impounded by the police department.

c. All storage facilities shall have a business office open to the public ~~between normal business hours at least five (5) days a week, excluding holidays.~~ **at least 6 days in a calendar week and at least 40 hours in the week, excluding weeks that contain New Jersey State holidays. An employee is required to be at the storage yard during these hours, unless the employee is out on a towing assignment. The business hours of operation are to be posted in a conspicuous space.**

d. All outside storage facilities shall be secured and fully enclosed by a sturdy fence having a minimum height of six (6) feet, with a lockable gate for ingress and egress, and shall be lighted from dusk to dawn.

e. A towing service shall not charge a release fee or other charge for releasing motor vehicles to their owners after normal business hours or on weekends. **However the releasing of vehicles not during normal business hours is at the sole discretion of the towing company.**

f. All towing services shall be responsible for ensuring the proper and safe storage of all motor vehicles towed pursuant to this chapter, and shall be liable for any damage incurred by such motor vehicles while in transit to or while stored in the storage facilities.

g. All vehicles towed must be removed to an approved storage facility unless the owner or operator of the vehicle specifically requests that it be towed to another place and the police officer at the scene does not direct otherwise.

Section 8-10. Towing Vehicle and Equipment Specifications; ~~cleanup at scene.~~

a. All towing services engaged in light-duty towing shall have at least one (1) rollback truck and one (1) wrecker, with necessary brooms and equipment to do the complete removal. Each truck must have a manufacturer's capacity of at least ten thousand (10,000) pounds gross vehicle weight and a manufacturer's boom capacity of four (4) tons; one (1) heavy-duty wrecker with a manufacturer's capacity of not less than twenty-seven thousand (27,000) pounds gross vehicle weight and a boom capacity of not less than twenty-five thousand (25,000) pounds independently or twenty-four (24) tons jointly; two (2) power winches with pulling capacity of not less than twenty-five thousand pounds each; at least two hundred (200) feet of cable at least nine-sixteenths (9/16) of an inch diameter on each drum; double boom to permit splitting, or single boom hydraulically elevated and extendable with a 360-degree swivel on the end of the boom; air brakes so constructed as to lock rear wheels; heavy-duty under reach; two (2) snatch blocks with a twenty-five thousand (25,000) pound rating and two (2) scotch blocks.

b. All towing vehicles must have radio equipment with a 24-hour dispatch service or a cellular telephone for the purpose of maintaining communications with the police department radio desk.

c. All towing vehicles must be equipped with ~~amber beacons or strobe lights, and amber-colored safety tow lights or magnetic tow lights for towing vehicles at night, as permitted by the State of New Jersey~~ All tow vehicles must have at least one (1) five pound ABC-type fire extinguisher, safety chains, ~~flares, jumper cables, shovel, pry bar, heavy-duty push broom and~~ substances for application to small liquid spills, and ~~stiff push brooms to clean up debris at the scene.~~

d. ~~Each tow operator, prior to departure from the scene of towing, shall clean and clear any customary or usual debris from the accident scene. Each tow operator shall also clean, clear, absorb or dilute any usual oil, gasoline or other motor vehicle fluid spill at the scene of the towing service. All materials disposed of by a tow operator shall be properly disposed of in accordance with the requirements of the New Jersey Department of Environmental Protection and the Federal Environmental Protection Agency. Nothing in this chapter shall prevent the Hightstown Police Department from summoning any other person, if an unusual or potentially dangerous situation occurs or it is otherwise necessary to do so. Such situations include, but are not limited to, accidents or breakdowns involving dangerous or potentially dangerous cargo, or spills of chemicals, solvents or other fluids.~~

~~d. e.~~ e. Proof of towing vehicle and equipment specifications shall be provided to the Borough with the registration application.

~~e f.~~ f. All towing vehicles are to conform with all applicable State and Federal laws and shall be subject to inspection by Borough officials during normal business hours at the time of registration and on an annual basis thereafter.

(Ord. No. 2009-19)

Section 8-11 Rights of Owners/Operators of Motor Vehicles Required to be Towed.

a. If a motor vehicle operator or owner wishes to have his vehicle towed by a particular towing service, their request shall be honored, providing the police officer in charge at the scene has not already dispatched a towing service or the police officer has determined that the motor vehicle in question will not be removed in an expeditious or safe manner and will jeopardize the public safety, in which case the motor vehicle operator or owner shall be required to utilize a compensated dispatched towing service.

b. The owner or operator of any motor vehicle required to be towed or stored shall have the right to remove all personal items and effects from the motor vehicle unless the police department has placed a police hold on any such items.

c. The motor vehicle owner or his representative shall have the right to take photographs of any stored vehicle for insurance purposes.

d. Upon request of the motor vehicle owner or his representative, a towing service shall provide a detailed and itemized bill for all services rendered.

Section 8-12 Collection of Fees.

All towing services shall be responsible for collection of all fees for services rendered.

Section 8-13 Complaints; Violations; Hearings.

a. All violations of this chapter and all complaints by the public or police department against any towing service shall be forwarded to the Mayor and Borough Council.

b. The Mayor and Borough Council, in their discretion, shall determine if any complaint or violation against a towing service is of such a serious nature as to warrant a hearing and possible disciplinary measures. If the Mayor and Borough Council decide that a hearing is required, they shall, upon proper notice to all interested parties, conduct a hearing in which all parties may present evidence. If, after a hearing, the Mayor and Borough Council find that a towing service has violated any provision of this chapter, they may, depending on the seriousness of the offense:

1. Fine the violating party not more than One Thousand Dollars (\$1,000.00).
2. Suspend the violating party from the towing list for not more than three (3) months for a first offense; not more than six (6) months for a second offense; and permanently remove the violating party from the towing list for a third offense.

8-14 Solicitation of business.

No tow service may respond to the scene of an accident or emergency with the purpose of towing vehicles unless specifically called there by the police or person involved in the accident or emergency. This section is intended to prohibit tow operators from soliciting business at the scene of accidents or emergencies and shall not be construed to prohibit any person from summoning a tow operator of his or her own choice in accordance with 8-2 of this chapter.

8-15 Vehicles involved in suspected crimes.

Tow operators shall comply with the directions of the police investigator in connection with vehicles involved
In suspected crimes.

8-16 Unethical conduct prohibited.

No reward, gratuity, gift or any type of remuneration shall be offered to any Hightstown Borough police officer, borough official or borough employee by any towing service or tow operator.

8-17 Final determination by officer at scene

When a borough police officer is at the scene of an accident requiring towing service, said officer shall be responsible for making the final determination as to when towing shall take place. The officer shall not be limited to the tow list when it is clear that special towing equipment is required for large vehicles and/or public safety may be threatened by vehicles requiring removal.

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

Resolution 2019-56

*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 \$97,077.35 from the following accounts:

Current		\$72,304.37
W/S Operating		23,961.28
General Capital		191.70
Water/Sewer Capital		0.00
Grant		0.00
Trust		620.00
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>\$97,077.35</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 4, 2019.

Debra L. Sopronyi
Borough Clerk

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		First	Rcvd	Chk/Void		1099
Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
A1086 ALMETEK INDUSTRIES, INC.										
19-00171 02/06/19 STORM DRAIN MARKERS										
1 SDS4R0701NA00X - STORM DRAIN	255.00	9-01-26-290-001-127	B	Street Repair & Maintenance	R	02/06/19	02/28/19			N
2 FREIGHT	25.00	9-01-26-290-001-127	B	Street Repair & Maintenance	R	02/06/19	02/28/19			N
	280.00									
Vendor Total:	280.00									

A0107 ANSELL GRIMM & ARRON, PC										
19-00277 02/28/19 JANUARY 2019 INVOICES										
1 GENERAL FILE 434555	1,336.50	9-01-20-155-001-027	B	General Matters	R	02/28/19	02/28/19		434555	N
2 ORDINANCES 2019 434556	40.50	9-01-20-155-001-027	B	General Matters	R	02/28/19	02/28/19		434556	N
3 ENGINEERING MATTERS 434557	405.00	9-01-20-155-001-027	B	General Matters	R	02/28/19	02/28/19		434557	N
4 MEETINGS 2019 434558	607.50	9-01-20-155-001-029	B	Attendance at Council Meetings	R	02/28/19	02/28/19		434558	N
5 LITIGATION 434559	148.50	9-01-20-155-001-033	B	Litigation	R	02/28/19	02/28/19		434559	N
6 OPRA ISSUES 434560	67.50	9-01-20-155-001-033	B	Litigation	R	02/28/19	02/28/19		434560	N
7 AFFORDABLE HOUSING 434561	27.00	9-01-20-155-001-027	B	General Matters	R	02/28/19	02/28/19		434561	N
8 LITIGATION 434562	322.00	9-01-20-155-001-033	B	Litigation	R	02/28/19	02/28/19		434562	N
9 LABOR MATTERS 434563	337.50	9-01-20-155-001-031	B	Labor,Personnel & Union Council	R	02/28/19	02/28/19		434563	N
10 TEMPORARY U & O 434564	162.00	9-01-20-155-001-031	B	Labor,Personnel & Union Council	R	02/28/19	02/28/19		434564	N
	3,454.00									
Vendor Total:	3,454.00									

A0025 AT&T MOBILITY										
19-00278 02/28/19 287258726345 1/13-2/12/19										
1 287258726345 1/13-2/12/19 CHAD	41.24	9-01-25-256-002-094	B	Computer Service,Support & Software	R	02/28/19	02/28/19		287258726345	N
2 287258726345 1/13-2/12/19 HPD	307.04	9-01-31-440-001-079	B	Telephone-VERIZON WIRELESS	R	02/28/19	02/28/19		287258726345	N
3 287258726345 1/13-2/12/19 DPW	213.01	9-01-31-440-001-079	B	Telephone-VERIZON WIRELESS	R	02/28/19	02/28/19		287258726345	N
4 287258726345 1/13-2/12/19 DPW	115.43	9-09-55-501-003-545	B	Telephone-w/S-VERIZON	R	02/28/19	02/28/19		287258726345	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
A0025 AT&T MOBILITY Continued											
19-00278	02/28/19	287258726345	1/13-2/12/19	Continued							
5	287258726345	1/13-2/12/19 DPW	89.80	9-09-55-501-003-545	B Telephone-W/S-VERIZON	R	02/28/19	02/28/19		287258726345	N
			766.52								
Vendor Total:		766.52									
A0454 ATLANTIC TOMORROW'S OFFICE											
19-00208	02/13/19	4TH QUARTER COPY FEES									
1	4TH QUARTER COPY FEES	640.30	8-01-25-240-001-029	B Maint. Contracts - Other	R	02/13/19	02/28/19				N
Vendor Total:		640.30									
C0396 CAVANAUGH'S, INC.											
19-00213	02/13/19	MONTHLY PEST SERVICE									
1	INV. 727830 - PEST SERVICE	20.00	9-01-26-310-001-029	B Maintenance Contracts	R	02/13/19	02/28/19			727830	N
2	INV. 727831 - PEST SERVICE	20.00	9-01-26-310-001-029	B Maintenance Contracts	R	02/13/19	02/28/19			727831	N
		40.00									
Vendor Total:		40.00									
COMCA005 COMCAST BUSINESS											
19-00228	02/19/19	8499052430034100	2/08/19								
1	8499052430034100	2/08/19	166.85	9-01-20-140-001-060	B Internet Services and Web Services	R	02/19/19	02/28/19		499052430034100	N
19-00280	02/28/19	930909813	2/15/19								
1	930909813	2/15/19	198.00	9-01-20-140-001-060	B Internet Services and Web Services	R	02/28/19	02/28/19		930909813	N
Vendor Total:		364.85									
C0088 CUSTOM ENVIRONMENTAL TECH, INC											
19-00211	02/13/19	SUPERFLOC									
1	QUOTE 020119 - 5 EA - 55.1 LB	1,308.63	9-09-55-501-001-538	B MISCELLANEOUS CHEMICALS	R	02/13/19	02/28/19				N
2	QUOTE 020119 - FREIGHT	155.00	9-09-55-501-001-538	B MISCELLANEOUS CHEMICALS	R	02/13/19	02/28/19				N
		1,463.63									
Vendor Total:		1,463.63									

February 28, 2019
11:03 AM

Borough of Hightstown
Bill List By Vendor Name

Page No: 4
040

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
F0471 FINGERS AUTO RADIATOR											
19-00170	02/06/19	REPAIR TO MAC RADIATOR									
1 REPAIR TO MAC RADIATOR		278.50	9-01-26-305-001-034	B	Motor Vehicle Parts & Access.	R	02/06/19	02/28/19		19251	N
Vendor Total:		278.50									
FRENC005 French & Parrello Associates											
18-01555	10/15/18	DAM INSPECTION-PEDDIE LAKE -18									
1 DAM INSPECTION-PEDDIE LAKE -18		3,900.00	8-01-20-165-001-105	B	Peddle Lake Dam-Inspection	R	10/15/18	02/28/19		DAM FILE 28-009	N
Vendor Total:		3,900.00									
G0214 GARDEN STATE HIGHWAY PRODUCTS											
19-00210	02/13/19	BLANK SIGNS AND SIGN LETTERING									
1 ABSHNR2406080BLU - ALUMINUM		105.20	9-01-26-290-001-126	B	Signs & Posts	R	02/13/19	02/28/19			N
2 ABSHNR3006080BLU - ALUMINUM		131.50	9-01-26-290-001-126	B	Signs & Posts	R	02/13/19	02/28/19			N
3 ABSHNR3606080BLU - ALUMINUM		127.76	9-01-26-290-001-126	B	Signs & Posts	R	02/13/19	02/28/19			N
4 DIECUT_LETCU0400HIWH - DIECUT		112.75	8-01-26-290-001-126	B	Signs & Posts	R	02/13/19	02/28/19			N
5 FREIGHT		35.00	8-01-26-290-001-126	B	Signs & Posts	R	02/13/19	02/28/19			N
		512.21									
Vendor Total:		512.21									
G0099 GEMPLERS											
19-00152	02/04/19	WORK COAT									
1 #20131 WORK COAT SIZE L REG		74.99	9-09-55-501-002-507	B	Uniforms & Safety Equipment	R	02/04/19	02/28/19			N
2 EMBROIDER		12.95	9-09-55-501-002-507	B	Uniforms & Safety Equipment	R	02/04/19	02/28/19			N
		87.94									
Vendor Total:		87.94									
G1077 GEORGE S. COYNE CO., INC.											
19-00058	01/16/19	RES 2018-222 HYDRATED LIME	B								
3 INV 306226 DATED 1/31/19		1,103.50	9-09-55-501-001-527	B	Calcium Hydroxide - Lime	R	01/16/19	02/28/19		306226	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	
G1077 GEORGE S. COYNE CO., INC. Continued											
19-00128	01/29/19	RES 2018-224 SODIUM BICARBONAT	B								
4 INV 306227 DATED 1/31/19		2,300.66	9-09-55-501-002-552	B Sodium Bicarbonate	R	01/29/19	02/28/19		306227	N	
Vendor Total:		3,404.16									
G0001 GPANJ											
19-00258	02/22/19	MARCH MEETING									
1 REGISTRATION FOR		35.00	9-01-20-100-001-041	B Conferences & Meetings	R	02/22/19	02/28/19			N	
Vendor Total:		35.00									
GRETC005 GRETCHEN GILROY											
19-00282	02/28/19	MILEAGE 1/1/19- 2/27/19									
1 MILEAGE 1/1/19- 2/27/19		168.20	9-01-20-176-000-045	B MILEAGE	R	02/28/19	02/28/19		MLG 1/1-2/27/19	N	
Vendor Total:		168.20									
G0050 GROVE SUPPLY INC											
19-00252	02/21/19	INVOICE #S4927275									
1 ITEM #4682 4 PVCDWV TEE		15.27	9-09-55-501-002-503	B Sewer Plant Maintenance	R	02/21/19	02/28/19		S4927275	N	
2 ITEM #6560 4 PVCDWV FEMALE		6.47	9-09-55-501-002-503	B Sewer Plant Maintenance	R	02/21/19	02/28/19		S4927275	N	
3 ITEM #12838 4IN C/S BRASS C/O		12.92	9-09-55-501-002-503	B Sewer Plant Maintenance	R	02/21/19	02/28/19		S4927275	N	
		34.66									
Vendor Total:		34.66									
H0026 HALDEMAN FORD											
19-00270	02/25/19	2006 FORD F-250 (SIDE MIRROR)									
1 PASSANGER SIDE MIRROR		219.30	9-09-55-501-002-502	B Vehicle Maintenance	R	02/25/19	02/28/19			N	
Vendor Total:		219.30									
HARDR005 HARDROCK HOTEL & CASINO											
19-00218	02/13/19	Municipal Clerks Conference									
1 RESERVATION FOR		297.00	9-01-20-120-001-041	B Conferences & Meetings	R	02/13/19	02/28/19			N	
2 RESORT FEE		45.00	9-01-20-120-001-041	B Conferences & Meetings	R	02/13/19	02/28/19			N	

Vendor # Name												
PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
J0258 JCP&L (STREET LIGHTING)												
19-00232 02/19/19 100011415765/100011415724												
1	100011415765		1,689.94	9-01-31-435-001-075		B Street Lighting	R	02/19/19	02/28/19		100011415765	N
2	100011415724		373.75	9-01-31-435-001-075		B Street Lighting	R	02/19/19	02/28/19		100011415724	N
			2,063.69									
Vendor Total:			2,063.69									
J0069 JERSEY ELEVATOR SERVICE												
19-00205 02/13/19 FEB. 2019 ELEVATOR SERVICE												
1	FEB. 2019 ELEVATOR SERVICE		172.82	9-01-26-310-001-029		B Maintenance Contracts	R	02/13/19	02/28/19		213520	N
Vendor Total:			172.82									
KELLY005 KELLI A. HAND												
19-00231 02/19/19 COURT 2/13/19 5:30-10 PM 4.5												
1	COURT 2/13/19 5:30-10 PM 4.5		90.00	9-01-20-176-000-114		B Court Assistance	R	02/19/19	02/28/19		2/13/19 4.5 HRS	N
Vendor Total:			90.00									
K0918 KENNETH A. LEWIS												
19-00245 02/21/19 REIMBURSEMENT												
1	REIMBURSEMENT FOR COFFEE AND		17.02	9-09-55-501-001-549		B Miscellaneous	R	02/21/19	02/28/19			N
Vendor Total:			17.02									
K0070 KERSHNER ENVIRONMENT TECH LLC												
18-01947 12/19/18 REPLACEMENT MAG PUMP												
1	REPLACEMENT MAG PUMP WITH		4,376.70	8-09-55-501-002-503		B Sewer Plant Maintenance	R	12/19/18	02/28/19			N
2	REPLACEMENT MAG PUMP WITH		30.69	8-09-55-501-002-503		B Sewer Plant Maintenance	R	02/14/19	02/28/19		36936	N
			4,407.39									
Vendor Total:			4,407.39									
M0180 MCMASTER-CARR												
19-00262 02/25/19 SUPPLIES ORDERED DURING SNOW												
1	ITEM #5779K164 PUSH TO CONN		18.00	9-09-55-501-002-503		B Sewer Plant Maintenance	R	02/25/19	02/28/19		87139710	N
2	ITEM #5779K163 1/2 TUBE X 3/8"		16.12	9-09-55-501-002-503		B Sewer Plant Maintenance	R	02/25/19	02/28/19		87139710	N

Vendor # Name										
PO #	PO Date	Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	1099 Excl
M0180 MCMaster-CARR Continued										
19-00262	02/25/19	SUPPLIES ORDERED DURING SNOW	Continued							
3		SHIPPING	5.57	9-09-55-501-002-503	B Sewer Plant Maintenance	R	02/25/19	02/28/19	187139710	N
			39.69							
Vendor Total:			39.69							
M0256 MERCER CO IMPROVEMT AUTHORITY										
19-00250	02/21/19	JAN 2019 TIPPING								
1		JANUARY 2019 TIPPING	14,463.63	9-01-32-465-001-165	B Landfill Solid Waste Disposal-MCIA	R	02/21/19	02/28/19		N
2		JANUARY 2019 RECYCLING TAX	377.31	9-01-43-496-001-174	B Recycling Tax	R	02/21/19	02/28/19		N
			14,840.94							
Vendor Total:			14,840.94							
M0127 MONMOUTH COUNTY										
19-00251	02/21/19	JAN 2019 ROOSEVELT TIPPING								
1		JAN 2019 ROOSEVELT TIPPING	2,637.06	9-01-43-513-001-171	B Borough of Roosevelt-Tipping Fees	R	02/21/19	02/28/19		N
Vendor Total:			2,637.06							
NJADV005 NJ Advance Media										
19-00274	02/25/19	LEGAL ADS JANUARY 2019								
1		TAX SALE AFFIDAVIT	25.00	8-01-20-120-001-021	B Advertisements	R	02/25/19	02/28/19	D148736	N
2		ORD 2018-22 ADOPT	12.18	8-01-20-120-001-021	B Advertisements	R	02/25/19	02/28/19	0008930001	N
3		ORD 2018-23 INTRO	25.52	8-01-20-120-001-021	B Advertisements	R	02/25/19	02/28/19	0008930104	N
4		COUNCIL MEETING CHANGE 12/17	10.44	8-01-20-120-001-021	B Advertisements	R	02/25/19	02/28/19	0008937189	N
5		ASSESSOR NOTICE 2019	5.80	9-01-20-120-001-021	B Advertisements	R	02/25/19	02/28/19	0008960457	N
6		COUNCIL 1/7 MEETING CANCEL	8.70	9-01-20-120-001-021	B Advertisements	R	02/25/19	02/28/19	0008969623	N
			87.64							
Vendor Total:			87.64							
N0275 NJ LEAGUE OF MUNICIPALITIES										
19-00275	02/25/19	ADS FOR AWWTP								
1		AD FOR WWTP ASST SUPT.	160.00	9-09-55-501-002-510	B Advertisements	R	02/25/19	02/28/19		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
N0275 NJ LEAGUE OF MUNICIPALITIES Continued										
19-00275 02/25/19 ADS FOR AWWTP			Continued							
2 AD FOR WWTP OPERATOR		115.00	9-09-55-501-002-510	B Advertisements	R	02/25/19	02/28/19			N
		275.00								
Vendor Total:		275.00								
N1001 NJWEA										
19-00216 02/13/19 2 DAY COURSE										
1 PROBLEMS/CASE STUDIES		85.00	9-09-55-501-002-513	B Education & Training	R	02/13/19	02/28/19		WILLIAM SEARING N	
2 WASTEWATER OPS		85.00	9-09-55-501-002-513	B Education & Training	R	02/13/19	02/28/19		WILLIAM SEARING N	
		170.00								
Vendor Total:		170.00								
00019 O'BRIEN CONSULTING SERVICES										
18-01387 09/24/18 DESKTOP COMPUTERS										
1 DESKTOP COMPUTERS		2,445.98	8-01-25-240-001-036	B Office Supplies & Equipment	R	09/24/18	02/28/19			N
18-02019 12/31/18 MONTHLY IT RATE DEC 2018										
1 MONTHLY IT RATE DEC 2018		900.00	8-01-25-240-001-029	B Maint. Contracts - Other	R	12/31/18	02/28/19			N
19-00157 02/04/19 MONTHLY IT RATE JAN 2019										
1 MONTHLY IT RATE JAN 2019		900.00	9-01-25-240-001-029	B Maint. Contracts - Other	R	02/04/19	02/28/19			N
Vendor Total:		4,245.98								
P0005 PARIS AUTOMOTIVE SUPPLY										
19-00246 02/21/19 JAN 2019 PARTS INVOICES										
1 JAN 2019 PARTS INVOICES		1,605.44	9-01-26-290-001-034	B Motor Vehicle Parts & Access.	R	02/21/19	02/28/19			N
2 JAN 2019 PARTS INVOICES		160.40	9-01-26-290-001-050	B DPW Work Equipment	R	02/21/19	02/28/19			N
3 JAN 2019 PARTS INVOICES		54.28	9-01-26-315-001-134	B Vehicle Maint.-EMS	R	02/21/19	02/28/19			N
4 JAN 2019 PARTS INVOICES		116.96	9-09-55-501-001-502	B Vehicle Maintenance	R	02/21/19	02/28/19			N
5 JAN 2019 PARTS INVOICES		50.78	9-01-26-290-001-039	B General Machinery Parts	R	02/21/19	02/28/19			N
		1,987.86								
Vendor Total:		1,987.86								

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
U0013 USA BLUE BOOK										
19-00037 01/16/19 QUOTE #118225										
1 ITEM #34447 DPD TOTAL	130.50	9-09-55-501-002-506		B Lab. Equipment & Supplies	R	01/16/19	02/28/19			N
2 ITEM #37870 DISPOSABLE GLASS	61.60	9-09-55-501-002-506		B Lab. Equipment & Supplies	R	01/16/19	02/28/19			N
3 ITEM #47848 POTASSIUM	106.35	9-09-55-501-002-506		B Lab. Equipment & Supplies	R	01/16/19	02/28/19			N
4 ITEM #32489 HACH PHOSVER3	112.50	9-09-55-501-002-506		B Lab. Equipment & Supplies	R	01/16/19	02/28/19			N
5 ITEM #34436 HACH BOD NUTRIENT	39.69	9-09-55-501-002-506		B Lab. Equipment & Supplies	R	01/16/19	02/28/19			N
6 ITEM #204466 ELECTRODE CLEANIN	36.89	9-09-55-501-002-506		B Lab. Equipment & Supplies	R	01/16/19	02/28/19			N
7 ITEM #203271 PHENOPHTHALEIN	16.49	9-09-55-501-002-506		B Lab. Equipment & Supplies	R	01/16/19	02/28/19			N
8 ITEM #200428 SODIUM	29.03	9-09-55-501-002-506		B Lab. Equipment & Supplies	R	01/16/19	02/28/19			N
9 ITEM #40329 PH BUFFER PACK	254.85	9-09-55-501-002-506		B Lab. Equipment & Supplies	R	01/16/19	02/28/19			N
10 ITEM #68709 TOTAL SUSPENDED	321.90	9-09-55-501-002-506		B Lab. Equipment & Supplies	R	01/16/19	02/28/19			N
11 SHIPPING	90.94	9-09-55-501-002-506		B Lab. Equipment & Supplies	R	01/16/19	02/28/19			N
	1,200.74									
Vendor Total:	1,200.74									
U0061 USALCO BALTIMORE PLANT, LLC										
19-00067 01/18/19 RES 2018-221 ALUMINUM SULFATE		B								
2 INV 1329346 DATED 1-14-19	4,784.02	9-09-55-501-002-542		B Aluminum Sulfate	R	01/18/19	02/28/19		1329346	N
Vendor Total:	4,784.02									
VERIZ015 VERIZON FIOS										
19-00230 02/19/19 155-504-140-0001-53 2/9/19										
1 155-504-140-0001-53 2/9/19	139.99	9-01-25-240-001-060		B INTERNET AND WEB SERVICES	R	02/19/19	02/28/19		155504140000153	N
Vendor Total:	139.99									
V0022 VERIZON WIRELESS										
19-00233 02/19/19 9823913690 2/10/19										
1 9823913690 2/10/19	200.22	9-01-31-440-001-079		B Telephone-VERIZON WIRELESS	R	02/19/19	02/28/19		9823913690	N
19-00279 02/28/19 MODEMS										
1 201X069366148	215.76	9-01-31-440-001-089		B Telephone-VERIZON	R	02/28/19	02/28/19		201X069366148	N

Vendor # Name						
PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Stat/chk	First Rcvd Chk/Void Enc Date Date Date Invoice
Item Description				Acct Type Description		1099 Excl
V0022	VERIZON WIRELESS	Continued				
19-00279	02/28/19 MODEMS	Continued				
2	201Z029320239	85.78 301.54	9-09-55-501-003-545	B Telephone-W/S-VERIZON	R	02/28/19 02/28/19 201Z029320239 N
		Vendor Total:	501.76			
V0290	VITAL COMMUNICATIONS INC.					
19-00185	02/11/19 2019 ASSESSMENT POST CARDS					
1	2019 ASSESSMENT POST CARDS	331.80	9-01-20-150-001-024	B Postage & Express Charges	R	02/11/19 02/28/19 v73636 N
		Vendor Total:	331.80			
W0002	W.B. MASON CO., INC.					
19-00158	02/04/19 HPS OFFICE SUPPLIES					
1	HPS OFFICE SUPPLIES	15.72	9-01-25-240-001-036	B Office Supplies & Equipment	R	02/04/19 02/28/19 N
2	HPS OFFICE SUPPLIES	121.40	9-01-25-240-001-036	B Office Supplies & Equipment	R	02/04/19 02/28/19 N
3	HPS OFFICE SUPPLIES	3.12	9-01-25-240-001-036	B Office Supplies & Equipment	R	02/04/19 02/28/19 N
4	HPS OFFICE SUPPLIES	3.64 143.88	9-01-25-240-001-036	B Office Supplies & Equipment	R	02/04/19 02/28/19 N
		Vendor Total:	143.88			
W0099	WATCHUNG SPRING WATER CO., INC					
19-00237	02/21/19 INVOICE #9195002					
1	DEP/RET DIFFERENCE	5.00	9-09-55-501-002-506	B Lab. Equipment & Supplies	R	02/21/19 02/28/19 N
2	DELIVERY FEE	6.99	9-09-55-501-002-506	B Lab. Equipment & Supplies	R	02/21/19 02/28/19 91950002 N
3	DEER PRK DSLTD WATER	62.94 74.93	9-09-55-501-002-506	B Lab. Equipment & Supplies	R	02/21/19 02/28/19 N
		Vendor Total:	74.93			
W0096	WATER WORKS SUPPLY CO., INC.					
19-00206	02/13/19 WATER REPAIR SUPPLIES					
1	INV. IF94492 - ORINGS/CLAMP	505.06	9-09-55-501-001-535	B Hydrants and Line Repair	R	02/13/19 02/28/19 IF94492 N
2	INV. IF94342 - CLAMPS	908.20 1,413.26	9-09-55-501-001-535	B Hydrants and Line Repair	R	02/13/19 02/28/19 IF94342 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
w0096 WATER WORKS SUPPLY CO., INC. Continued											
19-00238 02/21/19 WATER REPAIR SUPPLIES											
1	INV. IF94406 - PATCH CLAMPS,	171.41	9-09-55-501-001-535		B Hydrants and Line Repair	R	02/21/19	02/28/19		IF94406	N
2	INV. IF94498 - PATCH CLAMPS/	539.21	9-09-55-501-001-535		B Hydrants and Line Repair	R	02/21/19	02/28/19		IF94498	N
		710.62									
19-00254 02/21/19 3" FLANGED TEE WITH GASKETS											
1	3" FLANGED TEE WITH GASKETS	108.57	9-09-55-501-002-503		B Sewer Plant Maintenance	R	02/21/19	02/28/19		IF94617	N
Vendor Total:		2,232.45									
w0005 WEB OUTBACK											
19-00095 01/25/19 INV 62467 DATED 6/13/18 TRIATH											
1	INV 62467 DATED 6/13/18 TRIATH	620.00	T-12-56-286-000-876		B PARKS & RECREATION/ TRIATHLON	R	01/25/19	02/28/19		62467	N
Vendor Total:		620.00									
w0008 WEBER SCIENTIFIC											
19-00040 01/16/19 QUOTE #139440											
1	ITEM #3184-34 PIPETTE TIPS	16.40	9-09-55-501-002-506		B Lab. Equipment & Supplies	R	01/16/19	02/28/19			N
2	SHIPPING	12.72	9-09-55-501-002-506		B Lab. Equipment & Supplies	R	02/21/19	02/28/19		822928	N
		29.12									
Vendor Total:		29.12									
z0106 ZEP SALES & SERVICE											
19-00167 02/04/19 QUOTE #10371388											
1	ITEM #45524 ZEP CITRUS CLEANER	73.32	9-09-55-501-002-535		B Chemicals Miscellaneous	R	02/04/19	02/28/19			N
2	ITEM #104124 ZEP CHOICE 4-1L	79.10	9-09-55-501-002-535		B Chemicals Miscellaneous	R	02/04/19	02/28/19			N
3	ITEM #85635 ZEP MORADO SUPER	81.72	9-09-55-501-002-535		B Chemicals Miscellaneous	R	02/04/19	02/28/19			N
4	ITEM #9501 ZEP PRESERVE AERO	106.21	9-09-55-501-002-535		B Chemicals Miscellaneous	R	02/04/19	02/28/19			N
5	SHIPPING	44.90	9-09-55-501-002-535		B Chemicals Miscellaneous	R	02/19/19	02/28/19		9004019991	N
		385.25									
Vendor Total:		385.25									

Total Purchase Orders: 68 Total P.O. Line Items: 154 Total List Amount: 97,077.35 Total Void Amount: 0.00

February 28, 2019
11:03 AM

Borough of Hightstown
Bill List By Vendor Name

Page No: 15
051

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

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	8-01	8,107.17	0.00	8,107.17	0.00	0.00	8,107.17
	8-09	4,516.14	0.00	4,516.14	0.00	0.00	4,516.14
Year Total:		12,623.31	0.00	12,623.31	0.00	0.00	12,623.31
CURRENT FUND	9-01	64,197.20	0.00	64,197.20	0.00	0.00	64,197.20
	9-09	19,445.14	0.00	19,445.14	0.00	0.00	19,445.14
Year Total:		83,642.34	0.00	83,642.34	0.00	0.00	83,642.34
GENERAL CAPITAL	C-04	191.70	0.00	191.70	0.00	0.00	191.70
TRUST OTHER - FUND #12	T-12	620.00	0.00	620.00	0.00	0.00	620.00
Total of All Funds:		97,077.35	0.00	97,077.35	0.00	0.00	97,077.35

Resolution 2019-57

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

AUTHORIZING THE EXECUTION OF A REVISED SHARED SERVICES AGREEMENT WITH ROBBINSVILLE TOWNSHIP FOR MUNICIPAL COURT FACILITIES

WHEREAS, On December 17, 2018, with the adoption of Resolution 2018-241, the Mayor and Council of the Borough of Hightstown approved a continuation of a Shared Services Agreement with Robbinsville Township for Municipal Court Services at a monthly fee of \$6,000 for the period of January 1, 2019 – December 31, 2019; and

WHEREAS, On January 10, 2019, with the adoption of Resolution 2019-44, Robbinsville Township Council revised said agreement for the Shared Services Agreement for Municipal Court Services for a period of January 1, 2019 – August 31, 2019; and

WHEREAS, Robbinsville Township is now revising the Shared Services Agreement for Municipal Court Services for a period of January 1, 2019 – December 31, 2019 at a rate of \$6,000 per month.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Hightstown that the Mayor is hereby authorized to execute and the Municipal Clerk to attest the revised agreement on behalf of the Borough.

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 4, 2019.

Debra L. Sopronyi
Borough Clerk

Resolution 2019-58

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

**AUTHORIZING THE EXECUTION AN AGREEMENT WITH
THE COUNTY OF MERCER AND THE TOWNSHIP OF EAST
WINDSOR FOR THE MERCER AT PLAY PROGRAM
PROJECT GRANT**

WHEREAS, On November 5, 2018, with the adoption of Resolution 2018-202, the Mayor and Council of the Borough of Hightstown authorized a joint application with East Windsor Township for the Mercer at Play Round 2 Grant Program; and

WHEREAS, Mercer County has forwarded to Hightstown Borough, the Project Grant Agreement; and

WHEREAS, Mercer County 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 that the Mayor is hereby authorized to execute and the Municipal Clerk to attest the Agreement on behalf of the Borough.

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 4, 2019.

Debra L. Sopronyi
Borough Clerk

Prepared By: Mercer County Planning Department

GRANT AGREEMENT
BETWEEN
THE COUNTY OF MERCER
AND
THE TOWNSHIP OF EAST WINDSOR
AND
THE BOROUGH OF HIGHTSTOWN

FILE NO: 2019-06

DATE: February 5, 2019

Multiple Towns/Multiple Projects

THE COUNTY OF MERCER
MERCER AT PLAY PROGRAM
PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT ("Agreement") is executed as of _____, 20__ by and between the County of Mercer, a body politic of the State of New Jersey, having its principal office at 640 South Broad Street, P.O. Box 8068, Trenton, New Jersey 08650-0068 (hereinafter "County") and the Township of East Windsor, a body politic of the State of New Jersey, having its principal office at 16 Lanning Boulevard, East Windsor, New Jersey 08520 and the Borough of Hightstown, a body politic of the State of New Jersey, having its principal office at 156 Bank Street, Hightstown New Jersey 08520 (hereafter the Township of East Windsor" and together with the Borough of Hightstown, "the Municipality"). If this Agreement is executed by more than one Municipality, the obligations of Municipality under this Agreement shall be the joint and several obligation and liability of all of the undersigned Municipalities.

WITNESSETH:

WHEREAS, the County desires to increase recreational opportunities that are easily accessible to local populations; and

WHEREAS, in 2006, the County initiated a program called "Mercer At Play" as a way to form partnerships with local governments to provide such opportunities; and

WHEREAS, in 2016, the County established a new funding round of Mercer at Play grants, known as Mercer at Play, Round 2; and

WHEREAS, the Municipality has made application to the County to participate in Round 2 of the Mercer at Play program for three (3) projects; and

WHEREAS, the County has reviewed said application and has found it to be in conformance with the scope and intent of the Mercer at Play Program for one or more Permitted Purposes; and

WHEREAS, the Municipality has participated in Round 1 of the Mercer at Play program and has expended all awarded grant funds to the satisfaction of the County.

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application heretofore filed, the County and Municipality agree to perform in accordance with the terms and conditions set forth in this Agreement.

Multiple Towns/Multiple Projects

APPROVED PROJECT DESCRIPTION

Municipality: East Windsor Township and Hightstown Borough

Project Number: 2019-06

Project Title:

- i. East Windsor Senior Center Expansion
- ii. Anker Park including Pond Improvements
- iii. Dawes Park Improvements

Project Period: The Project period shall commence upon the complete execution of this Agreement and shall terminate upon Project Completion, but in any event not more than three (3) years from the date of execution of this Agreement. Upon written request from the Municipality, the County may extend this Project period in increments of no more than six (6) months or for such longer period as may be necessary because of pending litigation or other extenuating factors, as may be approved by the County in its sole discretion.

Project Scope and Schedule (general description): See Schedule A

Project Location: East Windsor Senior Center: 40 Lanning Boulevard, East Windsor, NJ 08520, which is owned by East Windsor Township and used by East Windsor Township and Hightstown Borough.

Anker Park: 200 Hickory Corner Road, East Windsor, NJ 08520, which is owned by East Windsor Township.

Dawes Park: 102 Railroad Avenue, Hightstown, NJ 08520, which is owned by Hightstown Borough.

Project Cost:

County Funding Assistance	\$1,000,000
East Windsor Township/ Hightstown Borough Contribution	\$500,000
TOTAL COST FOR APPROVED PROJECTS	\$1,500,000

GENERAL PROVISIONS

1. Definitions

- a) The term "cost of acquisition" means the fair market value or negotiated purchase price, whichever is less, including the value of any lands to be acquired by donation specifically to be incorporated as part of each Project Site of all lands to be acquired by the Municipality with the assistance of funding pursuant to this Agreement. No ancillary costs are included.
- b) The term "land" or "lands" as used herein means real property, including improvements thereof or thereon, rights-of-way, life estates remainder interests, development rights, water, riparian and other rights, leases, easements, privileges and all other rights or interests of any kind or description related to or connected with real property.
- c) The term "Project" as used herein means the acquisition of each Project Site in fee simple and/or the development/enhancement of recreation facilities on property owned or to be owned by the Municipality.
- d) The term "Project Site" as used herein means, as to a particular Project, all the land that constitutes a contiguous or unified recreation or conservation open space area and which the Municipality will acquire and/or improve as described in the approved Project agreement application, regardless of how acquired.
- e) The term "Public Access" as used herein means visible and available for use on a regular basis. Access points must be clearly recognizable and inviting to the public.
- f) The term "County" as used herein means the County of Mercer.
- g) The term "Commencement" as used herein means the date on which either East Windsor Township or Hightstown Borough first accepts payment from the County for specific performance of this Agreement.
- h) The term "Permitted Purposes" as used herein means the use of the Grant funds for the expansion of recreation opportunities in the Municipality including, but not limited to, building and/or rehabilitation of outdoor recreation with an emphasis on active recreation, acquisition of land for indoor public recreation, and the building and/or rehabilitation of indoor active recreation.
- i) The term "Property" means each Project Site and any improvements to or on such Project Site including any improvements acquired, constructed or installed thereon

using Mercer at Play funds.

- j) The term "outdoor recreation" or "outdoor active recreation") includes ballfields, playgrounds, skate parks, courts, swimming pools, and paved paths.
- k) The term "indoor active recreation" or "indoor recreation" as used herein includes swimming pools, gymnasiums, and weight rooms.
- l) The term "Hazardous Substances" as used herein means any toxic, hazardous, ignitable, reactive or corrosive substance, material or waste and any pollutant or contaminant, or infectious or radioactive substance or material, and/or any substances, materials or wastes defined or regulated under any Environmental Laws including, without limitation, asbestos, polychlorinated biphenyls, urea formaldehyde and petroleum products.

2. PROJECT ADMINISTRATION

- a) Municipality shall submit all development plans for each Project to the County for review and approval prior to advertisement for bids.
- b) Municipality shall submit all necessary materials, plans, certifications, reports or information for each Project within the time frames and in the manner requested by the County.
- c) Municipality, its contractors and subcontractors shall provide County personnel and any authorized representatives of the County reasonable access to all facilities, premises and records related to each Approved Project. Municipality shall submit to the County any documents and information requested by the County relating to each Approved Project.
- d) Municipality agrees that any funds received shall be used only for the purposes described in this Agreement. Municipality further agrees that if it uses Mercer at Play funds for any purpose other than those specified and approved in this Agreement, the County may recover all such funds with interest at the then-prevailing Prime Rate.
- e) Upon completion of a Project, Municipality will erect, maintain and replace one or more permanent signs approved by the County in a publicly visible location on the Project Site consistent with the template provided by the County.
- f) Municipality shall provide Public Access to each Project Site, as described in Schedule A of this Agreement and shall maintain, protect and preserve all lands and improvements included in such Project and described in this Agreement.

- g) With regard to any acquisition of Property, this Agreement shall be recorded as an exhibit to the deed.

3. PROJECT COSTS

- a) Eligible Project costs are limited to those included in the Project Scope and Schedule as described in Schedule A.
- b) Funding for each Project will be disbursed according to the following schedule:

50% of the amount of the Grant allocated to each Project upon execution of this Agreement.

25% of the remainder of the Grant allocated to each Project, upon 50% completion of the subject Project, following satisfaction of the requirements set forth in Section 3(c) below.

25% of the remainder of the Grant allocated to each Project, upon Project completion, following satisfaction of the requirements set forth in Section 3(c) below.

- c) Funding payments by the County shall be subject to the following requirements:
 - i. Municipality shall provide a written executed Certification of Completeness prior to receiving the second payment for each Grant, which certifies that the subject Project is 50% complete, and a final Certification of Completeness prior to receiving the final payment, which certifies that the subject Project is complete.
 - ii. Municipality shall provide cost documentation and an invoice to the County along with each of the aforesaid Certifications of Completeness.
 - iii. A County representative will visit the site prior to processing the second and final payments. Photos of a completed Project must accompany the Municipality's documentation submission for final payment of the balance of the Grant allocated to that Project.
- d. Funding payments may be in the form of reimbursement for eligible expenditures or payment at closing.

4. FINANCIAL RECORDS AND AUDITING REQUIREMENTS

- a) All financial records of Municipality, its contractors and subcontractors shall conform to generally accepted accounting principles.
- b) The County, or its duly authorized representative(s), shall have access to all records, books, documents and papers pertaining to this Agreement and/or the approved

project for audit, examination, excerpt and transcript purposes. Obtaining information shall be made practicable for the County.

Such access shall apply during performance of the approved Project and for three (3) years after the latter date of either final payment or audit resolution. All records shall be maintained accordingly.

Municipality shall cite this provision in all Project-related contracts.

- c) Municipality shall submit copies of the Annual Audit Report prepared pursuant to the Green Trust Project Agreement to the County.
- d) Municipality's account or final payment will be adjusted, if necessary, upon the County's review of the annual audit reports.

5. LAND USE RESTRICTIONS

- a) Municipality is bound by all terms and conditions of any Green Trust Agreements between the Municipality and the State of New Jersey. In the event that the Property associated with a Project is not located on the Municipality's ROSI, the Municipality shall, upon execution of this Agreement, execute a Deed of Restrictive Covenants in favor of the County for such Property.
- b) Municipality shall not dispose of or divert to a use for other than Permitted Purposes as described in this Agreement, any portion of the Project Site without the express written approval of the County, to be granted in the County's sole discretion, and after compliance with all applicable State of New Jersey Green Acres regulations and requirements including, without limitation, following a public hearing by Municipality at least one (1) month prior to any such approvals. Municipality shall provide the County with prior written notice of the proposed disposal or diversion and of the date of the public hearing Municipality shall audio tape the public hearing and provide a written summary to the County within ten (10) days following the hearing.
- c) Such approvals may be granted by the County under this section only when, singularly or combined, Municipality has agreed to the following:
 - (i) Substitution of other properties and recreation amenities of at least equal fair market value and of reasonably equivalent public recreation or conservation activity, quality and location;
- d) Municipality shall not encumber the Property without the express prior written consent of the County.

6. RELEASE AND INDEMNIFICATIONS

Municipality assumes all risks and responsibilities for, and hereby agrees to indemnify, defend and save harmless the County, its agents, servants, officers and employees from and against any and all claims, demands, or lawsuits that may be made by third parties against the County, its agents, servants, officers or employees for damages of any kind of description arising from each Approved Project on account of or resulting from the acts or omissions of Municipality, its employees, agents, contractors or subcontractors, including but not limited to: (1) any loss, damage or injury to, or death of, any person occurring at or about or resulting from any defect in each Approved Project; (2) any damages or injury to persons or property of Municipality, its contractors, subcontractors, officers, agents, servants or employees or any other person who may be about each Approved Project caused by any act of negligence of any person (other than the County or its officers, agents, servants or employees); or (3) any costs, expenses or damages incurred as a result of any lawsuit commenced because of action taken in good faith by the County in connection with each Approved Project.

Municipality shall indemnify, protect, defend and hold the County, and its agents, servants, officers and employees harmless from and against any and all such losses, damages, injuries, costs or expenses and from and against any and all claims, demands, suits, actions or other proceedings whatsoever, brought by any person or entity whatsoever (except by Municipality) and arising or purportedly arising from this Agreement or from the ownership and operation of each Approved Project.

Municipality expressly agrees to pay, protect, defend and hold the County, and its agents, servants, officers and employees harmless from and against any and all claims, liens, damages, defenses, judgments, suits, proceedings, costs, disbursements, and expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants', and experts' fees) which may at any time be associated with, result from, or be attributed to (i) the existence of any Hazardous Substances on, in, over, under or from the property (including, without limitation, groundwater) at any time, (ii) Municipality's violation of any applicable federal, state or local law, regulation, ordinance or requirement relating to health, safety, and protection of the environment ("Environmental Laws"), (ii) any environmental condition that exists now, may exist in the future, and/or is known now or may be discovered at any time on a Project Site including, without limitation, any condition or area of concern identified in any environmental reports obtained now or in the future.

Municipality shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out each Approved Project a requirement that the contractors and subcontractors provide the County with indemnification protection at least as broad as set forth in this Section.

7. PROJECT TERMINATION

- a) Municipality may unilaterally rescind this Agreement at any time prior to Commencement. After Commencement, Municipality may not terminate, modify or rescind this Agreement without the express written approval of the County. Any attempt by Municipality to terminate, modify or rescind this Agreement after Commencement without the express written approval of the County shall constitute a material breach and subject Municipality to any and all appropriate penalties at law.
- b) County may terminate this Agreement in whole or in part at any time for good cause. The term "good cause" shall include, but not be limited to, failure to comply with the terms and conditions of this Agreement or the rules and regulations adopted by the County and/or Green Trust Agreement. Default by Municipality shall also constitute "good cause" for termination of this Agreement.

8. DEFAULT

- a) Any one or more of the following events shall constitute an Event of Default by Municipality:
 - (i) If any representation or warranty made herein or in any application, certifications, reports, plans, financial statements or other information furnished in connection with this Agreement or a Project shall prove to be false or misleading; or
 - (ii) Failure of Municipality to observe and perform any covenant, condition or requirement of this Agreement, and continuance of such failure for a period of thirty days after receipt by Municipality of written notice by the County, specifying the nature of such failure and requesting that it be remedied, or if by reason of the nature of such failure the same cannot be remedied within the said thirty (30) days, Municipality fails to proceed with reasonable diligence after receipt of said notice to cure same; or
 - (iii) A deviation of more than ninety (90) days from the Project schedule for each Project unless otherwise waived or approved by the County; or
 - (iv) Failure of the Municipality to construct the improvements within the specified schedule; or
 - (v) Municipality shall have applied for or consented to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; admitted in writing the inability to pay its debts as they mature; made a general assignment for the benefit of creditors; been adjudged as bankrupt, or filed a

petition or an answer seeking an arrangement with creditors or taken advantage of any insolvency law, or an answer admitting the material allegations of a petitioner in bankruptcy or insolvency proceedings; or an order, judgment or decree shall have been entered, without the application, approval, of or consent of Municipality by any court of competent jurisdiction approving a petition seeking reorganization of Municipality, or appointing a receiver, trustee or liquidator of Municipality or a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of forty-five (45) consecutive days; or Municipality shall have filed a voluntary petition in bankruptcy, or failed to remove an involuntary petition in bankruptcy filed against it within forty-five (45) days of the filing thereof.

9. REMEDIES

- a) In addition to any other rights or remedies available to the County pursuant to law, in the Event of Default by Municipality, the County may take any of the following actions or combinations thereof:
 - (i) Issue a Notice of Noncompliance.
 - (ii) Order suspension of the Project work.
 - (iii) Terminate or annul the Agreement.
 - (iv) Demand immediate repayment of County funds and or withhold any County funds not yet disbursed.
- b) No remedy herein conferred or reserved by the County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Section, it shall not be necessary to give notice other than such notice as may be provided by this Section.
- c) In addition to the above remedies, if Municipality commits a breach, or threatens to commit a breach of this Agreement, the County shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to

the County and that money damages will not provide an adequate remedy therefore.

- d) In the event that the Municipality should default under any of the provisions of this Agreement and the County shall require and employ attorneys or the services of the County Counsel's office, or incur other expenses for the collection of payments due or to become due or the enforcement or performance or observance of any obligation or agreement on the part of Municipality herein contained, Municipality shall on demand therefore pay to the, County the reasonable fees of such attorneys and other expenses incurred by the County.
- e) The County shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to Municipality if any event of default shall occur hereunder.

10. MISCELLANEOUS

- a) This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- b) Modifications or waivers of any provisions of this Agreement or the Project proposal must be in writing and submitted to the County for prior approval.
- c) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- d) In the event that any provision of this Agreement should be breached by Municipality and thereafter waived by the County, such waiver shall be limited to the particular breach so waived by the County and shall not be deemed to waive any other breach by Municipality.
- e) This Agreement shall inure to the benefit of and be binding upon the heirs, successors and administrators of Municipality, but no part hereof shall be assigned without the prior written consent of the County.
- f) This Agreement shall be construed and enforced under the laws of the State of New Jersey.
- g) In the event of litigation, Municipality waives whatever right it may have to trial by jury.

By the signature below, the Municipality and the County execute this Agreement and confirm that they are mutually bound by all provisions contained in its General Provisions and the attached Schedule A.

ATTEST:

East Windsor Township

By: _____

Municipal Clerk

By: _____

Mayor

Date: _____

ATTEST:

Hightstown Borough

By: _____

Municipal Clerk

By: _____

Mayor

COUNTY OF MERCER

By: _____

Jerlene H. Worthy
Clerk to the Mercer County
Board of Chosen Freeholders

By: _____

Brian M. Hughes
County Executive

Date: _____

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on _____, 20__,
_____ personally came before me and acknowledged under oath, to my satisfaction, that
this person (or if more than one, each person):

- (a) Is the Mayor of _____;
- (b) Signed this Grant Agreement on behalf of _____; and
- (c) Signed, sealed and delivered this Agreement as the Municipality's act and deed.

Municipal Clerk, East Windsor Township

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on _____, 20__,
_____ personally came before me and acknowledged under oath, to my satisfaction,
that this person (or if more than one, each person):

- (a) Is the Mayor of _____;
- (b) Signed this Grant Agreement on behalf of _____; and
- (c) Signed, sealed and delivered this Agreement as the Municipality's act and deed.

Municipal Clerk, Hightstown Borough

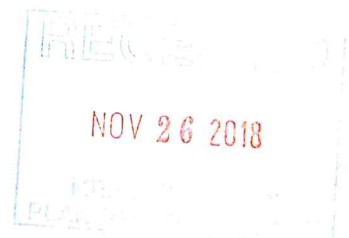
STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on _____, 20__, Brian M. Hughes personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) Is the County Executive of Mercer County;
- (b) Signed this Grant Agreement as the County Executive for the County of Mercer; and
- (c) Signed, sealed and delivered this Agreement as the County's act and deed pursuant to a resolution of its Board of Chosen Freeholders.

Jerlene H. Worthy, Clerk
Mercer County Board of Chosen Freeholders

Schedule A
Project Scope and Schedule



EAST WINDSOR TOWNSHIP & HIGHTSTOWN BOROUGH

JOINT GRANT APPLICATION

MERCER AT PLAY GRANT

2nd FUNDING ROUND (2016 - 2019)

October 2018

GRANT FUNDING REQUEST SUMMARY

The Township of East Windsor and the Borough of Hightstown have agreed to work cooperatively to expand the recreation opportunities available to residents our municipalities and have authorized a joint application for funding to improve the following recreation facilities:

	GRANT REQUEST	LOCAL MATCH	PROJECT TOTAL
<u>East Windsor Senior Center Expansion</u>			
40 Lanning Boulevard, East Windsor, NJ 08520	\$800,000	\$400,000	\$1,200,000
▪ Building Addition			
<u>Anker Park including Pond Improvements</u>			
200 Hickory Corner Road, East Windsor, NJ 08520	\$150,000	\$75,000	\$225,000
▪ Playground Improvements			
▪ Pond Rehabilitation			
<u>Dawes Park Improvements</u>			
102 Railroad Avenue, Hightstown, NJ 08520	\$50,000	\$25,000	\$75,000
▪ Skate Park Installation			
▪ Basketball Courts Resurfacing			
▪ Seating Improvements			
	\$1,000,000	\$500,000	\$1,500,000

PROJECT DESCRIPTIONS

East Windsor Senior Center Expansion

40 Lanning Boulevard, East Windsor, NJ 08520

The East Windsor Township Senior Center is located on a three (3) acre site and was constructed in 2003. The existing building is a one-story structure with approximately 10,750 square feet of interior space divided into several rooms to accommodate small group meetings and activities, arts and crafts, computer room, a multi-purpose room for larger groups, a library, health screening room, kitchen, dining room, office and restroom facilities.

The Senior Center serves the senior populations of East Windsor Township and Hightstown Borough pursuant to an existing inter-local shared service agreement, and presently has more than 1,400 registered users. The Senior Center is the hub for senior resources and hosts a broad range of wellness, social and educational programs and activities to support independence and encourage community involvement among a growing senior population.

The proposed expansion and renovation of the existing East Windsor Township Senior Center will provide a larger facility to accommodate the significant growth in senior citizen users and enhance

access to the full-range of fitness, social and educational programs and activities available to the communities growing senior populations.

Due to the growing number of participants and existing space limitations, many of the most popular health, fitness and educational programs are only available on a lottery basis. In recognizing the need to expand the existing facility to better serve our senior populations, grant funding is requested to provide a much-needed building expansion and renovation.

The project includes the design and construction of a 3,000 square foot addition to accommodate a larger number of program participants and added activities, together with expanded sanitary facilities, renovation of existing interior spaces, and required upgrades to the electrical, plumbing, heating, cooling and fire safety systems.

Construction costs are estimated at \$200-\$250 per square foot for a ground-level addition to this public facility building. Design, preparation of bid specifications, and construction management services are estimated at 20% of construction costs. Project costs are estimated as follows:

Construction: 3,000 SF at \$250/SF	\$750,000
Utility Upgrades	\$150,000
Design, Bid & Construction Management (20%)	\$150,000
Equipment/Contingency (20%)	\$150,000
TOTAL	\$1,200,000



Anker Park & Pond Improvements

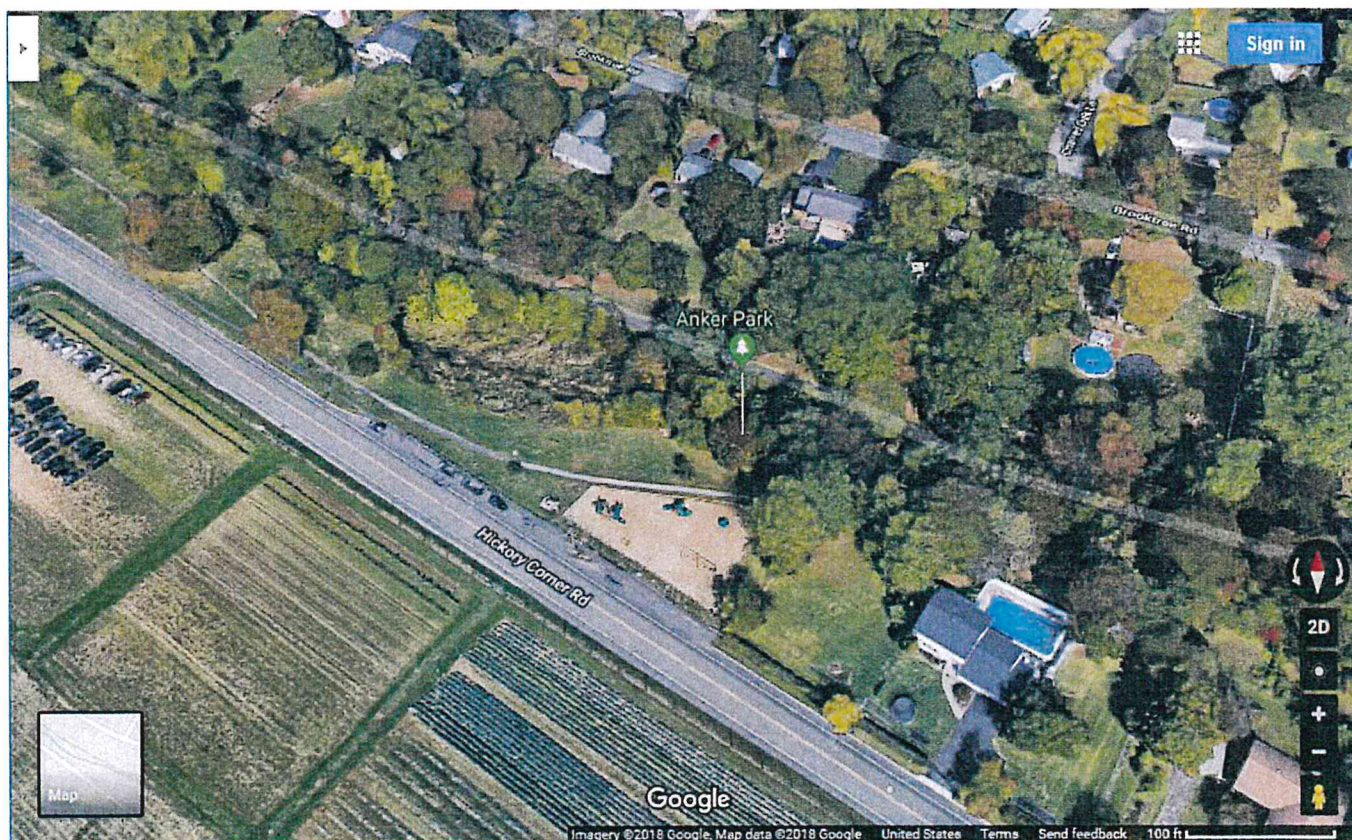
200 Hickory Corner Road, East Windsor, NJ 08520

Proposed improvements to Anker Park and the adjacent pond include: installation of a poured-in-place rubber surface under the existing playground equipment to eliminate the repeated wash-out of the sand/mulch surface; re-grading the park for improved drainage, and rehabilitation of the pond with channel cleaning along the embankment, and removal of accumulated sediment behind the dam.

The pond improvements will restore the appearance and use of the pond in Anker Park by removing the invasive vegetation and sediment that has accumulated behind the existing dam.

Anker Park including pond improvement costs are estimated as follows:

▪ Install new playground surface.....	\$95,000
▪ Re-grading	\$30,000
▪ Pond Rehabilitation	\$75,000
▪ Bid & Construction Management, Contingency	\$25,000
TOTAL.....	\$225,000



Dawes Park Improvements

102 Railroad Avenue, Hightstown, NJ 08520

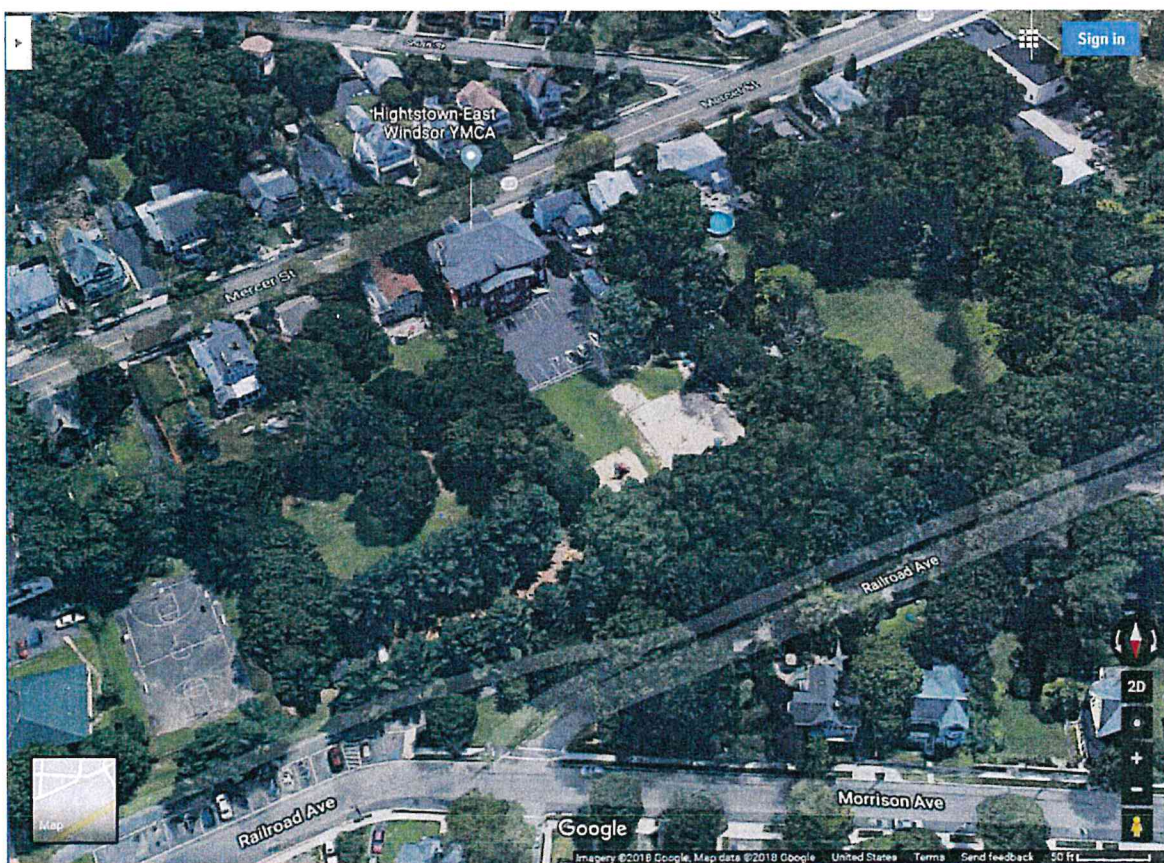
Dawes Park is a 1.4 acre multi-use park located adjacent to the Roger C. Cook Greenway Trail. This park has playground equipment designed for younger children (2-10 years of age). The park includes a small open field for sports play and the only public basketball courts available in any of the Hightstown parks. Dawes Park is also the home base of the Hightstown Summer Enrichment Program (Day Camp).

Proposed improvements include development of the area adjacent to the basketball courts with skatable art elements and hardscaping and resurfacing of the basketball courts. The addition of a new element to the current park offerings would be in keeping with a multi-use park site.

These improvements and adding new play surfaces will increase park usage and encourage older children (11-17 years of age) to engage in park play, thereby adding options within the community for children of all ages and encouraging the use of play as part of a healthy lifestyle.

Dawes Park improvement costs are estimated as follows:

▪ Skate Park Installation	\$45,000
▪ Seating Improvements.....	\$15,000
▪ Basketball Courts Resurfacing	\$15,000
TOTAL	\$75,000



RESOLUTION R2018-170**EAST WINDSOR TOWNSHIP
MERCER COUNTY**

WHEREAS, the Township of East Windsor desires to provide additional active recreation facilities for the community; and

WHEREAS, Mercer County created a grant funding program for active recreation called "Mercer at Play" and has allocated a second funding round; and

WHEREAS, East Windsor Township desires to submit a joint application with Hightstown Borough to provide additional active recreation facilities for the residents of East Windsor Township and Hightstown Borough, including projects to expand the East Windsor Senior Center, improvements to Anker Park in East Windsor Township, and improvements to Dawes Park in Hightstown Borough; and

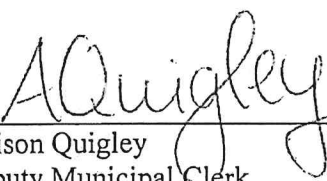
WHEREAS, East Windsor Township has identified the necessary match to receive the Mercer at Play grant; and

WHEREAS, the Township Council believes the projects to be funded with this joint grant application will be beneficial to the residents of East Windsor Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of East Windsor, in the County of Mercer, State of New Jersey, that:

1. The Mayor and Municipal Clerk are hereby authorized and directed to execute and file a joint grant application on behalf of East Windsor Township and Hightstown Borough to Mercer County for the Mercer at Play Round 2 grant program.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the East Windsor Township Council at a meeting held on October 23, 2018.


Allison Quigley
Deputy Municipal Clerk

Resolution 2018-202

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

AUTHORIZING AN APPLICATION FOR MERCER AT PLAY GRANT

WHEREAS, the Borough of Hightstown desires to provide additional active recreation facilities for the community; and

WHEREAS, Mercer County created a grant funding program for active recreation called "Mercer at Play" and has allocated a second funding round; and

WHEREAS, the Borough of Hightstown desires to submit a joint application with East Windsor Township to provide additional active recreation facilities for the residents of East Windsor Township and Hightstown Borough, including projects to expand the East Windsor Senior Center, improvements to Anker Park in East Windsor Township, and improvements to Dawes Park in Hightstown Borough; and

WHEREAS, the Borough of Hightstown has identified the necessary match to receive the Mercer at Play grant; and

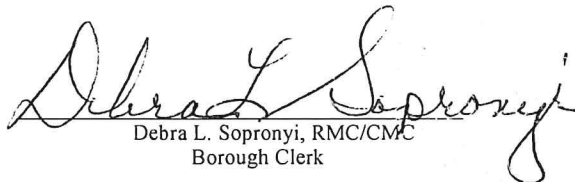
WHEREAS, the Borough Council believes the projects to be funded with this joint grant application will be beneficial to the residents of the Borough of Hightstown.

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

1. The Mayor and Municipal Clerk are hereby authorized and directed to execute and file a joint grant application on behalf of Hightstown Borough and East Windsor Township to Mercer County for the Mercer at Play Round 2 grant program.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on November 5, 2018.


Debra L. Sopronyi, RMC/CMC
Borough Clerk

Resolution 2019-59

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

RESOLUTION MAKING AND CONFIRMING APPOINTMENT FOR THE BOARD OF HEALTH

BE IT RESOLVED that the following appointments are hereby made and confirmed by the Mayor and Council of the Borough of Hightstown:

Board of Health

Debra Napolitano

Ux. 3 yrs.

December 31, 2020

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 4, 2019.

Debra L. Sopronyi
Borough Clerk

Resolution 2019-60

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

ACCEPTING MEMBERSHIP OF JAIME OROCHENA IN HIGHTSTOWN ENGINE CO. NO. 1

WHEREAS, Jaime Orochena of East Hightstown, New Jersey has applied for membership in Hightstown Engine Company No. 1; and

WHEREAS Mr. Orochena 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 Jaime Orochena in Hightstown Engine Company No. 1 is hereby accepted.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to Hightstown Engine Co. #1.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 4, 2019.

Debra L. Sopronyi
Borough Clerk

Resolution 2019-61

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

RECOGNIZING NATIONAL POISON PREVENTION WEEK (MARCH 17-23, 2019)

WHEREAS, Congress designated the third full week in March to be National Poison Prevention Week (NPPW) in 1961 and since then this week has helped to raise national awareness of the dangers of potentially poisonous medicines, household chemicals, and other substances; and

WHEREAS, poisoning is a preventable illness! From the youngest to the oldest, all people and even pets are at risk; and

WHEREAS, poison centers across the country will focus the public's attention on identifying poisoning hazards at home as well as learning ways to prevent poisoning emergencies; and

WHEREAS, a poison is defined as anything that is taken in the wrong amount, in the wrong way or by the wrong person; and

WHEREAS, unintentional poisoning is the leading cause of unintentional injury death in New Jersey outnumbering deaths by motor vehicles and firearms; and

WHEREAS, drug overdose deaths including those from prescription and over-the-counter medications, as well as illegal drugs such as heroin and methamphetamines remain at epidemic proportions for both New Jersey and the United States.; and

WHEREAS, in approximately 94% of unintentional poison death nationally and 96% in New Jersey, drugs are the poison; and

WHEREAS, although the majority of reported poison exposures involve children five (5) years old and younger; the majority of poisoning deaths occur in adults aged 20 to 59; and

WHEREAS, lead poisoning remains a major public health concern. Elevated blood lead levels can cause significant and permanent damage to the health and wellbeing of a young child. There is no safe level of lead. Stop a child's exposure to lead before it causes harm; and

WHEREAS, the New Jersey Poison Information and Education System (NJPIES), a division of the Department of Emergency Medicine of the New Jersey Medical School of Rutgers, The State University of New Jersey, provides expert advice, drug information, and poison prevention education to NJ residents through the 800-222-1222 Poison Help Hotline; and

WHEREAS, all services are free, confidential, multilingual and available 24 hours a day, 7 days a week, 365 days a year even during bouts of Mother Nature; and

WHEREAS, the public can contact a poison expert by calling (1-800-222-1222), chatting (www.njpies.org), or texting (8002221222@njpies.org); and

WHEREAS, consumers must be aware that e-cigarette devices, hookah pipes and liquid nicotine may contain very high doses of nicotine in enticing colors, aromas, and flavors – increasing the likelihood that small children and pets will focus their attention on them. These products pose serious risk of poisoning; and

WHEREAS, poison experts urge residents to use our services as a resource for poison and drug information instead of consulting the internet for information that may not be accurate; and

WHEREAS, we encourage all residents to program the Poison Help Line 800-222-1222 into home, office, and cell phones because a rapid response can make a difference in preventing serious injury and saving lives; and

WHEREAS, poison centers help to eliminate thousands of unnecessary and expensive emergency department visits by offering callers access to free, confidential medical advice; and

WHEREAS, NJPIES is also involved with the state's efforts in homeland defense, counter-terrorism, emergency preparedness and response, bio surveillance, and surveillance for clusters of poisonings and their sources (products, food and beverages, chemicals in the workplace and at home, environmental toxins, drugs and medicine, and animal and insect bites and stings);

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council, of the Borough of Hightstown do hereby recognize the week of March 17-23, 2019 as National Poison Prevention Week in New Jersey and encourages all citizens to pledge their commitment to ensuring the safety of themselves, their families, and their community.

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 4, 2019.

Debra L. Sopronyi
Borough Clerk

Resolution 2019-62

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

PROCLAIMING MARCH 2019 AS AMERICAN RED CROSS MONTH

WHEREAS, More than 137 years ago, the American Red Cross was established as a humanitarian organization, guided by seven fundamental principles—including humanity, impartiality and independence—to provide services to those in need regardless of race, religion, gender, sexual orientation or citizenship status. Today, the American Red Cross is one of the largest humanitarian organizations in the world, and delivers its mission every day to prevent and alleviate human suffering in the face of emergencies.

WHEREAS, Every year, the American Red Cross responds to an average of more than 62,000 disasters across the country, from small home fires to devastating massive disasters. Last year's large crises included mudslides in California, a volcano in Hawaii, wildfires in Colorado and California, destructive hurricanes in Florida and the Carolinas, and a devastating typhoon in U.S. territories. Thousands of American Red Cross volunteers provided around-the-clock shelter for disaster victims, served millions of meals and snacks with partners, and distributed millions of relief items.

WHEREAS, In New Jersey, the Red Cross has a long history of helping our neighbors in need. The Red Cross New Jersey Region assisted with 902 local disasters in the past year alone and helped save lives through our Home Fire Campaign. Since the campaign launched in October 2014, the New Jersey Region has worked with community partners to install more than 31,761 smoke alarms. Meanwhile, in our area, the Red Cross handles an average of 5,100 emergency military calls every year and collects an average of 95,000 units of blood from our generous blood donors.

WHEREAS, March is Red Cross Month, a special time to recognize and thank the Red Cross volunteers and donors who give of their time and resources to help members of the community. The Red Cross depends on these local heroes to deliver help and hope during a disaster. We applaud our heroes here in New Jersey who give of themselves to assist their neighbors when they need a helping hand.

WHEREAS, The American Red Cross shelters, feeds and provides emotional support to victims of disasters; supplies about 40 percent of the nation's blood; teaches skills that save lives; provides international humanitarian aid; and supports military members and their families.

WHEREAS, We dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on volunteers and the generosity of the public to perform its mission

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of Hightstown Borough, Mercer County, New Jersey do hereby proclaim March 2019 as American Red Cross Month and encourage all Americans to support this organization and its noble humanitarian mission.

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 4, 2019.

Debra L. Sopronyi
Borough Clerk