

Agenda

Hightstown Borough Council

March 16, 2020

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

Resolution 2020-78

Authorizing a Meeting that Excludes the Public

Contract Negotiations – OPEIU Local 32
Robbinsville

Approval of the Agenda

Planner Items

Discussion of an Ordinance Amending the Lane Use Ordinance of the Borough of Hightstown to Add Affordable Housing Procedural and Eligibility Requirements, to Implement the Third Round of Affordable Housing in Accordance with the Fair Housing Act of 1985

Public Comment I

Any person wishing to address the Mayor and Council regarding matters on the agenda will be allowed a maximum of three minutes for his or her comments.

Ordinances

First Reading and Introduction Ordinance 2020-02 An Ordinance of the Borough of Hightstown Re-Zoning Certain Properties, Adopting an Updated Zoning Map, and Amending and Supplementing Chapter 28, "Zoning," of the Revised General Ordinances of the Borough of Hightstown New Jersey."

Resolutions

2020-79

Payment of Bills

2020-80

Authorizing a Memorandum of Understanding Between Hightstown Borough and Robbinsville Township for Negotiations Regarding a Police and Court Facility Dispatch Services

Consent Agenda	2020-81	Extending a Contract for Removal, Transportation, Delivery and Disposal of Sludge Cake – Waste Management Services of New Jersey, Inc.
	2020-82	Ratifying the Memorandum of Agreement with the Hightstown Members of Local 32 of the Office of Professional Employees International Union AFL-CIO – White Collar Unit for the Years 2019, 2020 and 2021, and Authorizing the Execution of a Collective Bargaining Agreement Relating Thereto
	2020-83	Ratifying the Memorandum of Agreement with the Hightstown Members of Local 32 of the Office of Professional Employees International Union AFL-CIO – Blue Collar Unit for the Years 2019, 2020 and 2021, and Authorizing the Execution of a Collective Bargaining Agreement Relating Thereto
	2020-84	Authorizing a Refund for Bulk Garbage Fee
	2020-85	Authorizing a Transfer of Funds in the 2019 Budget
	2020-86	Authorizing Emergency Temporary Appropriation Prior to Adoption of the 2020 Budget

Public Comment II Any person wishing to address the Mayor and Council at this time will be allowed a maximum of three minutes for his or her comments.

Old Business Budget Meetings (03/01/2020)

Subcommittee Reports

Mayor/Council/Administrative Reports

Adjournment

Resolution 2020-78

*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 16, 2020 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
OPEIU Local 32

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 16, 2020, 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 16, 2020.

Margaret Riggio
Deputy Borough Clerk

BOROUGH OF HIGHTSTOWN

COUNTY OF MERCER

ORDINANCE NO. _____

**ORDINANCE AMENDING THE LAND USE ORDINANCE
OF THE BOROUGH OF HIGHTSTOWN
TO ADD AFFORDABLE HOUSING
PROCEDURAL AND ELIGIBILITY REQUIREMENTS, TO
IMPLEMENT THE THIRD ROUND OF AFFORDABLE HOUSING
IN ACCORDANCE WITH THE FAIR HOUSING ACT OF 1985**

WHEREAS, the New Jersey Supreme Court and New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA") that every municipality in New Jersey has an affirmative obligation to facilitate the provision of low and moderate income housing; and

WHEREAS, the Mayor and Borough Council of the Borough of Hightstown are desirous of ensuring the proper implementation of the Fair Housing Act and associated rules through the adoption of land use regulations by the governing body; and

WHEREAS, the Borough of Hightstown desires to implement policies established by the New Jersey Supreme Court in In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) to foster affordable housing opportunities for the production of dwellings and their occupancy by low and moderate income households.

WHEREAS, the Mayor and Borough Council of the Borough of Hightstown recognize the need to adopt Affordable Housing Procedural and Eligibility Requirements within the Land Use Ordinance of the Borough of Hightstown to implement the Housing Element and Fair Share Plan; and

WHEREAS, the Planning Board of the Borough of Hightstown has reviewed and recommended the adoption of this ordinance.

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

Section 1. Article 28-2, entitled, Definitions and Word Usage, of the Zoning Ordinance of the Borough of Hightstown, shall be amended by adding the following definitions:

ADAPTABLE: Constructed in compliance with the technical design standards of the Barrier Free Subcode, *N.J.A.C. 5:23-7*.

ADMINISTRATIVE AGENT: The entity responsible for the administration of affordable units in accordance with this ordinance, *N.J.A.C. 5:93* and *N.J.A.C. 5:80-26.1 et seq.*

AFFIRMATIVE MARKETING: A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to *N.J.A.C. 5:80-26.15*.

AFFORDABILITY AVERAGE: The average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE: A sales price or rent within the means of a very low, low- or moderate-income household as defined in *N.J.S.A. 52:27D-304*; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in *N.J.A.C. 5:80-26.6*, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in *N.J.A.C. 5:80-26.12*, as may be amended and supplemented.

AFFORDABLE DWELLING UNIT: A very low, low or moderate income dwelling unit.

AFFORDABLE DEVELOPMENT: A housing development all or a portion of which consists of income restricted units.

AFFORDABLE HOUSING DEVELOPMENT: A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

AFFORDABLE HOUSING PROGRAM: Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE RENTAL CHARGES: A monthly rent including utilities charged to an eligible very low, low or moderate income family which shall not exceed 30% of their monthly gross income as calculated by *N.J.A.C. 5:93-7.4(f)*.

AFFORDABLE UNIT: A housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

AGE-RESTRICTED DEVELOPMENT: A residential development consisting housing units designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1), all the residents of the development wherein the unit is situated are 62 years of age or older; or 2), at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3), the development has been designated by the Secretary of the

U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

ALTERNATIVE LIVING ARRANGEMENT: A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the DCA; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

CERTIFIED HOUSEHOLD - A household that has been certified by an Administrative Agent as a very low-income, low-income household or moderate-income household.

DCA: The State of New Jersey Department of Community Affairs

DEFICIENT HOUSING UNIT: A housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

DEVELOPMENT FEE: means money paid by a developer for the improvement of property as permitted in *N.J.A.C. 5:93-8*.

FAIR SHARE PLAN: The plan that describes the mechanisms, strategies and the funding sources, if any, by which the Borough proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of *N.J.A.C. 5:93-5*.

HOUSEHOLD: Persons, whether related or unrelated, living together in a single dwelling unit, with common access to and common use of all living and eating areas and all areas and facilities for the preparation and serving of food within the dwelling unit.

HOUSING ELEMENT or HOUSING PLAN ELEMENT: The portion of the Borough’s Master Plan, required by the Municipal Land Use Law in *N.J.S.A. 40:55D-28b(3)* and the Act, that includes the information required by *N.J.A.C. 5:93-5.1* and establishes Hightstown’s fair share obligation.

INCLUSIONARY DEVELOPMENT: A development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

LOW-INCOME HOUSEHOLD: A household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

LOW-INCOME UNIT: A restricted unit that is affordable to a low-income household.

MAJOR SYSTEM: The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

MARKET-RATE UNITS: Housing not restricted to low- and moderate-income households that may sell or rent at any price.

MEDIAN INCOME: The median income by household size for the applicable housing region, as updated annually according to a formula approved by the Court.

MODERATE-INCOME HOUSEHOLD: A household with a total gross annual household income in excess of 50 percent but less than 80 percent of the regional median household income by household size.

MODERATE-INCOME UNIT: A restricted unit that is affordable to a moderate-income household.

NON-EXEMPT SALE: Any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

QUALIFIED PURCHASER OR RENTER: A person who:

- A. Submits an application for certification as a qualified purchaser or renter to the management of the unit;
- B. Whose gross aggregate family income at the time of the proposed purchase or rental of an affordable unit is within very low, low or moderate income levels, as defined herein; and
- C. Who obtains certification as a qualified purchaser or renter of an affordable unit from Hightstown Borough's Administrative Agent as set forth in this section.

RANDOM SELECTION PROCESS: A process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

REFERRAL LIST, AFFORDABLE HOUSING: A register of eligible very low, low and moderate income households for which suitable units are not yet available.

REGIONAL ASSET LIMIT: The maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median as defined by adopted/approved Regional Income Limits.

REHABILITATION: The repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, *N.J.A.C. 5:23-6*.

RENT: The gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

RESTRICTED UNIT: A dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of *N.J.A.C. 5:80-26.1*, as may be amended and supplemented, but does not include a market-rate unit financed under the Urban Homeownership Recovery Program (UHORP) or Market Oriented Neighborhood Investment (MONI) program.

UHAC: The Uniform Housing Affordability Controls set forth in *N.J.A.C. 5:80-26-1, et seq.*

VERY LOW-INCOME HOUSEHOLD: A household with a total gross annual household income equal to 30% or less of the median household income by household size.

VERY LOW-INCOME UNIT: A restricted unit that is affordable to a very low-income household.

WEATHERIZATION: Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

Section 2. Article 28-17, Reserved, of the Zoning Ordinance of the Borough of Hightstown, shall be replaced in its entirety with a new article entitled, Affordable Housing Procedural and Eligibility Requirements, as follows:

28-17 AFFORDABLE HOUSING PROCEDURAL AND ELIGIBILITY REQUIREMENTS

28-17-1 Purpose and General Provisions.

1. The purpose of this Article is to implement the Uniform Housing Affordability Controls ("UHAC", *N.J.A.C. 5:80-26.1 et seq.*, as they may be amended or superseded), the New Jersey Fair Housing Act (*N.J.S.A. 52:27D-301, et seq.*), extant rules of the NJ Council on Affordable Housing, and the Housing Element and Fair Share Plan of Hightstown Borough. This Article is designed to ensure that affordable housing created under the Fair Housing Act is occupied by low- and moderate-income households for the appropriate period of time. The words, phrases, and terms herein shall be interpreted

to have the same meanings and usages as in the Fair Housing Act and related regulations. It is the further purpose of this Article to regulate the development and management of low- and moderate-income housing units constructed in compliance with these regulations.

2. All units, including those funded with Low Income Housing Tax Credits or other subsidy programs, shall include the required bedroom distribution and income distribution, shall be subject to affordability controls, and shall be affirmatively marketed in accordance with UHAC, with the exception that instead of 10% of all rental affordable units being affordable to households earning 35% or less of the regional median household income by household size, 13% of all rental affordable units shall be affordable to households earning 30% or less of the regional median household income by household size, and all other applicable law.
3. All new construction units shall be adaptable in conformance with *N.J.S.A. 52:27D-311a* and -311b and all other applicable law.

28-17-2 Affordable Housing Required.

1. Any residential development approved by the Planning Board of the Borough of Hightstown, including those developments consisting in whole or in part of beds counted as a residential dwelling, shall set aside dwelling units for persons of low and moderate income as defined in this Article. Unless otherwise stated or as may be required within specific zoning districts, the minimum set aside shall be 15% of the total number of units if the affordable units will be for rent and 20% of the total number of units if the affordable units will be for sale. In assisted living residence developments, the set-aside shall be a minimum of 10% of the total number of units. At least half of all affordable units shall be affordable to low or very low income households. Except when part of a larger development of a tract zoned or otherwise permitted to be developed at a residential density of 6 units per acre or more, developments of single-family detached and/or duplex or two-family dwellings shall be exempt from the inclusionary development requirements of this section, but shall pay an affordable housing development fee. Properties shall not be permitted to be subdivided to avoid compliance with the inclusionary development requirements of this section.
2. All developers with sites identified for affordable housing pursuant to the most recent Housing Element and Fair Share Plan adopted by the Planning Board and Borough Council of Hightstown, according to their respective duties, shall provide affordable housing units in accordance with the plan. All development, whether residential, commercial, or industrial shall construct units or pay a development fee in accordance with this Article, except as otherwise exempted.
3. This requirement does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of the Borough of Hightstown to grant such rezoning, variance or other relief.

4. This Borough-wide mandatory set-aside requirement does not supersede the effects or requirements of any inclusionary overlay zoning districts for any inclusionary multi-family residential development that occurs within the boundaries of those districts.
5. In the event that the inclusionary set-aside percentage (15% or 20%, as the case may be) of the total number of residential units does not result in a full integer, the developer may choose one of two options of addressing the fractional unit:
 - a. The developer shall round the set-aside upward to construct a whole additional affordable unit; or
 - b. If the set-aside includes a fractional unit less than 0.5, the developer may round the set-aside downward and construct the lesser whole number of affordable units, but must also make a payment in lieu of constructing the fractional additional unit ("fractional payment in lieu").
 - c. The fractional payment in lieu amount shall be calculated as the fractional unit multiplied by the payment in lieu amount of \$250,000.00, increased annually by the construction Consumer Price Index.
 - d. For example, if seven total units are developed at an inclusionary site, a 20% set-aside would require 1.4 affordable units. Per the requirements above:
 1. The developer may round up the 0.4 unit to one whole affordable unit and construct a total of two affordable units, in accordance with this section; or
 2. The developer may round the set-aside downward, construct only one affordable unit and pay into the Borough's affordable housing trust fund a fractional in lieu payment equal to the dollar amount established hereinabove multiplied by 0.4 units.

28-17-3 Borough Administrative Agent and Administrative Agent.

1. The Borough Council shall yearly appoint a Borough Administrative Agent to monitor sales and resales of affordable housing units, and the leasing of units to tenants. The Borough Administrative Agent may be the Municipal Housing Liaison, but is not required to be the same person.
2. The Borough Administrative Agent shall monitor the designated Administrative Agent of the developer in the initial sales and rental transactions for low- and moderate-income dwellings in accordance with *N.J.A.C. 5:80-26.14*, as it may be amended or superseded. The developer's Administrative Agent shall have all of responsibilities as put forth in this rule. After the initial sales and rental transactions, the Borough Administrative Agent, the activities of the Administrative Agent for any re-sales or re-rentals. If the Borough Administrative Agent is the Administrative Agent for the municipality, then he or she shall assume all of the duties and responsibilities set forth in *N.J.A.C. 5:80-26.14* following the

initial renting, sales and occupancy of low- and moderate-income dwellings. The affordability controls set forth in this chapter shall be administered and enforced by the Administrative Agent regardless of association. The primary responsibility of the Administrative Agent shall be to ensure that the restricted units are sold or rented, as applicable, only to low- and moderate-income households in accordance with the Fair Housing Act.

3. The Borough Council may establish a reasonable fee to program participants for the administration of the affordability controls program.
4. The Borough Council shall approve the credentials of any person who is an Administrative Agent by resolution prior to such person engaging in such work in the Borough of Hightstown.
5. The Administrative Agent, whether the Borough Administrative Agent, developer's agent, or a delegated agent, shall have the responsibility to income qualify low and moderate-income households, to place income eligible households in low- and moderate-income units upon initial occupancy, to provide for the initial occupancy of low- and moderate-income units with income qualified households, to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls, to assist with advertising and outreach to low- and moderate-income households, and to enforce the terms of the deed restriction and mortgage loan. The Administrative Agent shall provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements and landlord/tenant law.
6. The Borough Administrative Agent shall coordinate his or her activities with any outside Administrative Agent to ensure the accurate tracking of the progress of affordable housing in the municipality, answer inquiries regarding affordable housing from the public or direct same to the appropriate official or agency, and comply with the affordable housing monitoring and reporting requirements of the state.
7. In order to ensure an orderly transfer of control responsibility from a municipality to an administrative agent, from one administrative agent to another administrative agent, or other transfer, the requirements as set forth in *N.J.A.C. 5:80-26.17* shall apply as are necessary before or during the transition. The Administrative Agent's enforcement responsibility for implementing such practices and procedures shall not be delegated or otherwise transferred to any other party, except to a successor administrative agent and as approved by the Borough Council.
8. By accepting state funds for affordable housing purposes, or by submitting to the jurisdiction of the NJ Council on Affordable Housing or its successor agency, the Borough of Hightstown shall be deemed to have delegated to the Administrative Agent the day-to-day responsibility for implementing practices and procedures designated to ensure effective compliance with the controls set forth in this Article. The governing body of the municipality, however, shall retain the ultimate responsibility for ensuring effective compliance with the requirements as set forth in UHAC and any settlement agreements

pertaining to affordable housing matters.

9. The Borough Administrative Agent shall complete and return to the NJ Council on Affordable Housing (COAH), its successor, or court of competent jurisdiction all forms necessary for monitoring requirements related to dwelling units in affordable housing projects and the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Borough of Hightstown's approved housing program, as well as to the expenditure of revenues and implementation of the approved plan.
10. The Borough Administrative Agent shall keep records of the affirmative marketing activities undertaken in accordance with the affirmative marketing plan established by any developer's administrative agent. The records shall include, but not be limited to, the following:
 - a. Electronic reporting of affordable housing activity; any required paper forms;
 - b. Copies of any press releases, brochures, flyers, print advertisements and application forms used in the affirmative marketing program.
 - c. The income and demographic characteristics of each household applying for and occupying income-restricted housing.
 - d. An evaluation of any necessary adjustments required to the affirmative marketing program as communicated by the Administrative Agent.

28-17-4 Submission of Affordable Housing Plan.

1. The developer of low- and moderate-income housing units shall submit to the Borough Administrative Agent a description of the means to be used to insure that the required low- and moderate-income units are sold or rented only to low- and moderate-income households for a period of not less than 30 years, that such units meet bedroom distribution and phasing requirements, and comports with the requirements of this Article pertaining to the provisions, leasing, selling and transferring units among eligible low- and moderate-income households.
2. The Affordable Housing Plan shall indicate how the developer will comply with the procedures of this Article for selecting occupants of low- and moderate-income housing and the required affirmative marketing requirements. The requirements for affirmative marketing are found in §28-17-16. Whenever a developer proposes a third party operator or manager of affordable housing units, the Borough Council shall specifically approve such operator and manager. The Borough Council may delegate this approval to the Borough Administrative Agent.
3. The following information shall promptly be provided to the Borough Administrative Agent by the developer or sponsor of any project containing any affordable units' subject

to the requirements of this Article, upon the later of either final municipal land use approval or issuance of a grant contract by a governmental authority:

- a. The total number of units in the project, and number of restricted units, broken down by bedroom size, identifying which are low- and which are moderate-income dwellings, and including street addresses of restricted dwellings;
 - b. Floor plans of all affordable dwellings, including complete and accurate identification of uses and dimensions of all rooms;
 - c. A project map identifying the locations of low- and moderate-income and market dwellings;
 - d. A list of project principals or partners, together with a list of all other affordable projects in which they have been involved over the previous five years;
 - e. Projected construction schedule;
 - f. Proposed pricing for all units, including any purchaser options and add-on items;
 - g. A list of all public funding sources and copies of grant or loan agreements for those sources;
 - h. Condominium fees or homeowner association and any other maintenance or other fees;
 - i. Estimated real property taxes for sale units;
 - j. Sewer, trash disposal and any other utility assessments;
 - k. Flood insurance requirement, if applicable;
 - l. A description of all HVAC systems;
 - m. Location of any common areas and elevators;
 - n. Proposed form of lease for any rental units;
 - o. The name of the person who will be responsible for official contact with the Borough Administrative Agent for the duration of the project;
 - p. The name and qualifications of the developer's administrative agent, if applicable; and
 - q. The State-approved Planned Real Estate Development public offering statement and/or master deed where available or applicable.
4. The developer shall submit the marketing plan to the Borough Administrative Agent at least 45 days prior to the advertising of the availability of the units. The Borough Administrative Agent will approve or modify the plan within 30 working days of receipt of the plan or within such time as additionally granted by the developer.

28-17-5 Household Income Limitations.

1. The incomes of low- and moderate-income households occupying affordable housing shall not exceed the income limits as of January 1 of the current year.
2. Median Income Determination. Income limits for all units for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to *N.J.A.C. 5:80-26.1* shall be updated by the Borough annually following the publication of determinations of median income by the U.S. Department of Housing and Urban Development (HUD) and calculation by the Affordable Housing Professionals of New Jersey in the absence of such calculation by COAH.
3. Affordable Housing Purchase or Rent. Very low-income housing units shall be reserved for households with a gross household income less than or equal to 30% of the median regional income. Very low-income households shall be considered a subset of low-income units. Of the number of very low-income households, at least 50% shall be for family households. Low-income housing units shall be reserved for households with a gross household income less than or equal to 50% of the median regional income. Moderate-income units shall be reserved for households with a gross household income more than 50% but equal to or less than 80% of the median income.
3. Assisted Living Facilities. Income determination and eligibility for assisted living facilities shall also comply with the New Jersey Housing and Mortgage Finance Agency's Assisted Living Underwriting Guidelines and Financing Policy, dated May 28, 1996, as it may be amended or superseded. The monthly fee for rent, meals, and basic services for the affordable units in the assisted living facility shall not exceed 80% of household income. For the purposes of this section, 62.5% of the fee shall be assumed to be for meals and basic services and 37.5% of the fee for rent.

28-17-6 Household Income Verification.

1. Any Administrative Agent shall secure the information from applicant households necessary and appropriate to determine that restricted dwellings are occupied by properly sized households with appropriate very low, low or moderate income levels. No household may be referred to a restricted dwelling, or may receive a commitment with respect to a restricted dwelling, unless that household has received a signed and dated certification, as set forth in this section, and has executed the certificate in the form provided.
2. Any Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.
3. Any Administrative Agent shall prepare a standard form of certification and shall sign and date one for each household when certified. This certification shall be known as a Certificate of Eligibility and shall be a prerequisite for the purchase or rental of an income-restricted dwelling. An initial certification shall be valid for no more than 180 days unless a valid contract for sale or lease has been executed within that time period. In this event,

certifications shall be valid until such time as the contract for sale or lease is ruled invalid and no occupancy has occurred. Certifications may be renewed in writing at the request of a certified household for an additional period of 180 days at the discretion of the Borough Administrative Agent or Administrative Agent.

4. When reviewing an applicant household's income to determine eligibility, any Administrative Agent shall compare the applicant household's total gross annual income to the regional very low-, low- and moderate-income limits then in effect, as approved by the court of competent jurisdiction. For the purposes of this subchapter, income includes, but is not limited to, wages, salaries, tips, commissions, alimony, regularly scheduled overtime, pensions, social security, unemployment compensation, Temporary Assistance for Needy Families (TANF), verified regular child support, disability, net income from business or real estate, and income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds and imputed income from non-income producing assets, such as equity in real estate.
5. Except as otherwise specifically stated in this subchapter, the sources of income considered by the Borough Administrative Agent or Administrative Agent shall be the types of regular income reported to the Internal Revenue Service and which is eligible to be used for mortgage loan approval. Household annual gross income shall be calculated by projecting current gross income over a 12-month period.
6. Assets not earning a verifiable income shall have an annual imputed interest income using a current average annual savings interest rate. Assets not earning income include, but are not limited to, present real estate equity. Applicants owning real estate shall produce documentation of a market value appraisal and outstanding mortgage debt. The difference shall be treated as the monetary value of the asset and the imputed interest added to income. If the applicant household owns a primary residence with no mortgage on the property valued at or above the regional asset limit, a Certificate of Eligibility shall be denied by the Borough Administrative Agent or Administrative Agent, unless the applicant's existing monthly housing costs (including principal, interest, taxes, homeowner and private mortgage insurance, and condominium and homeowner association fees as applicable) exceed 33% of the household's eligible monthly income.
7. Rent from real estate shall be considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance and reasonable property management expenses as reported to the Internal Revenue Service. Other expenses are not deductible. If actual rent is less than fair market rent, the Borough Administrative Agent or Administrative Agent shall impute a fair market rent.
8. Income does not include benefits, payments, rebates or credits received under any of the following:
 - a. Federal or State low income energy assistance programs;
 - b. Food stamps, payments received for foster care, relocation assistance benefits;

- c. Income of live-in attendants, scholarships, student loans, and personal property, including but not limited to, automobiles; and
 - d. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements, and part-time income of persons enrolled as full-time students.
 - e. Income, however, does include interest and other earnings from the investment of any of the foregoing benefits, payments, rebates, or credits.
9. Any Administrative Agent shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify the member's income, including income received by adults on behalf of minor children for their benefit. Household members 18 years of age or older who do not receive income must produce documentation of current status. Income verification documentation may include, but is not limited to, the following for each and every member of a household who is 18 years of age or older:
- a. Four consecutive pay stubs, not more than 120 days old, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure;
 - b. Copies of Federal and State income tax returns for each of the preceding three tax years;
 - c. A letter or appropriate reporting form verifying monthly benefits such as Social Security, unemployment, TANF, disability or pension income (monthly or annually);
 - d. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support;
 - e. Income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds; and
 - f. Evidence or reports of income from directly held assets such as real estate or businesses.
 - g. Court ordered payments for alimony or child support to another household, whether or not it is being paid regularly, shall be excluded from income for purposes of determining income eligibility.
10. At the discretion of the Borough Administrative Agent or Administrative Agent, households may also be required to produce documentation of household composition for determining the correct dwelling size and applicable median income guide.
11. Tenant Income Eligibility. In addition to the foregoing requirements, tenant income eligibility shall be in accordance with the median income limits of *N.J.A.C. 5:80-26.13*. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median household income by household size.

Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median household income by household size. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median household income by household size.

12. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to *N.J.A.C. 5:80-26.16*, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - c. The household is currently in substandard or overcrowded living conditions;
 - d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - e. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
13. The applicant shall file documentation sufficient to establish the existence of the circumstances in -2.a through -2.e above with the Administrative Agent, who shall counsel the household on budgeting.

§ 28-17-7 Certificate of Eligibility, Waiting List and Selection

- A. If the household is found to be eligible for low- and moderate-income housing, they shall be issued a Certificate of Eligibility and placed on the affordable housing waiting list, except in the event that such a certificate is withheld or removed in accordance with this section. Eligible persons that live or work within the East Central Housing Region (Region 4) shall have preference over those that live or work in another housing region.
- B. Applicants shall be selected in the order in which their applications are certified and in accordance with the provisions of this section.

- C. Households remaining on a waiting list shall update its application no later than April 30 each year, including the most recent federal income tax return of each member of the proposed household and such other updated income and other information requested on the application.
- D. Households on the waiting list who have not submitted the required information by May 15 each year shall be notified by certified mail, mailed to the address on file that they have until June 30 of that year to provide the information or they shall be removed from the waiting list.
- E. Any household whose income or priority category has changed such that the household has become eligible for a different category of housing or priority list shall be placed on the appropriate list without penalty or favor as of the date of the original application.
- F. Any household whose income has increased to the degree that it is no longer eligible for low or moderate income housing shall be removed from the waiting list.
- G. If the Borough Administrative Agent or Administrative Agent has reason to believe that the information on file is erroneous or incomplete, he or she shall have the right to conduct an investigation and request any additional information deemed necessary to obtain accurate household information. If an applicant does not cooperate in such investigation or refuses to reply with the requested additional information within 30 days of said request, the applicant shall be removed from the list.
- H. All applications shall be notarized and certified complete and accurate. Anyone knowingly submitting incomplete, inaccurate, incorrect or false information may be removed from eligibility for very low-, low- and moderate-income dwellings. All information submitted to the Borough Administrative Agent or Administrative Agent for the purposes of determining applicant eligibility shall be strictly confidential and not considered a public record.
- I. Prior to the time of availability of a very low-, low- and moderate-income dwelling, the Borough Administrative Agent or Administrative Agent shall notify by certified mail the top three households on the waiting list for the type of dwelling available, its location and the estimated date it will be available. If a purchaser or tenant cannot be found from the top three households on the waiting list, notice shall be sent to the fourth, fifth, etc., household until a purchaser or tenant is found. The household shall, within 14 days of mailing, notify the Borough Administrative Agent or Administrative Agent, in writing, of its intent to occupy the dwelling and, if selected, its intent to comply with the requirements of paragraph –I, below, within 15 days. Any household which fails to respond to the notice or chooses to reject a specific dwelling by informing the Administrative Agent in writing, shall retain its priority and shall be notified of available dwellings in the future, except that if a household chooses to reject a dwelling or fails to respond three times, it shall be removed from the list and must reapply and re-qualify if it wishes to be placed on the list at a new qualified priority.
- J. At the time of notice to a household of the availability of an appropriate type of dwelling and if the household notifies the Administrative Agent of its intent to occupy the dwelling

and that household is selected for occupancy, each household member shall update the records on file and recertify the accuracy of the information as required herein. Information shall be reviewed and the eligibility status reconfirmed. The household selected shall only at that point proceed to make the legal and financial arrangements to acquire or lease the dwelling.

- K. If a household selected for occupancy is unable to obtain financing, it shall lose its eligibility for that dwelling, after notice, but shall retain its priority status for a similar appropriate dwelling as other dwellings become available and as long as the household remains eligible. When notified of the availability of another dwelling, updating and recertifying data as outlined in Subsection –H above is required.
- L. A certificate of eligibility may be withheld by the Borough Administrative Agent or Administrative Agent as a result of an applicant's inability to demonstrate sufficient present assets for down payment or security deposit purposes.
- M. A certificate of eligibility may be withheld by the Borough Administrative Agent or Administrative Agent as a result of an applicant's inability to verify funds claimed as assets, household composition or other facts represented.
- N. A certificate of eligibility shall be denied by the Borough Administrative Agent or Administrative Agent as a result of any willful and material misstatement of fact made by the applicant in seeking eligibility.

28-17-8 Unit Standards and Requirements.

- A. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low and low-income units, while the remainder may be moderate-income units.
- B. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - 1. The combined number of efficiency and one-bedroom units is no greater than 20 percent of the total low- and moderate-income units;
 - 2. At least 30 percent of all low- and moderate-income units are two bedroom units;
 - 3. At least 20 percent of all low- and moderate-income units are three bedroom units; and
 - 4. The remainder, if any, may be allocated at the discretion of the developer.
- C. Age-restricted low- and moderate-income units may utilize a modified bedroom distribution. At a minimum, the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the affordable development. The

standard may be met by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit.

- D. In determining the initial rents and initial sales prices for compliance with the affordable average requirements for restricted units other than assisted living facilities, the following standards shall be used:
1. An efficiency shall be affordable to a one-person household;
 2. A one-bedroom dwelling shall be affordable to a one and one-half person household;
 3. A two-bedroom dwelling shall be affordable to a three-person household;
 4. A three-bedroom dwelling shall be affordable to a four and one-half person household;
 5. A four-bedroom dwelling shall be affordable to a six-person household.
 6. In referring certified households to specific income-restricted units, to the extent feasible and without causing an undue delay in occupying the dwelling, the Borough Administrative Agent shall strive to:
 - a. Provide an occupant for each unit's bedroom;
 - b. Provide children of different sex with separate bedrooms; and
 - c. Prevent more than two persons from occupying a single bedroom.
- E. Size of Units. The minimum size of affordable housing units, which is necessary to ensure the public health safety and welfare of its occupants, shall be as indicated in the following table.

Minimum Size of Affordable Housing Units.

Type of Unit	Minimum Size (gross square feet)
Efficiency	500
One-bedroom	600
Two-bedroom	750
Three-bedroom	900

- F. Certificates of Occupancy. The following additional requirements for the issuance of certificates of occupancy shall apply to inclusionary developments:
1. The initial issuance of certificates of occupancy for market units shall be linked to the issuance of certificates of occupancy for affordable units. Prior to the issuance of the certificates of occupancy for market units, certificates of occupancy for affordable units shall be required in the following minimum ratios:

Required Percentage of Affordable to Market Units

Percentage of Affordable Housing Units Completed	Allowed Percentage of Market Housing Units Completed
0%	25%
10%	25% + 1
50%	50%
75%	75%
100%	90%

2. Each unit of affordable housing shall require a certificate of occupancy, which shall become void upon a change of owner or tenant.
 3. No certificate of occupancy shall be issued for a low- and moderate-income unit unless the provisions of *N.J.A.C. 5:93-9.3*, or superseding administrative code, are met.
- G. Unit Type and Household Size. The following housing type shall be used in determining affordability as it relates to household size:

Unit Type and Household Size

Unit Size	Household Size (persons)
Efficiency	1
One-bedroom	1.5
Two-bedroom	3
Three-bedroom	4.5
Four-bedroom	6

- H. Distribution of Low- and Moderate-Income Units. At least 50% of all units within each inclusionary development shall be affordable to low-income households. At least 50% of all rental units shall be affordable to low-income households. Of the total number of affordable housing units, 13% of the total shall be earmarked as very low-income units and shall be counted towards the minimum low-income requirement.
- I. Utilities and Heating Source. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by the NJ Department of Community Affairs for its Section 8 program. Affordable units shall utilize the same type of heating source as market units within the affordable development.

- J. Appearance and Location. The facade of an affordable housing dwelling shall be indistinguishable from those of market units in terms of the use of exterior materials, windows, doors, reveal, roof pitch, color, or other material. Affordable housing units shall be fully integrated with market rate housing to the greatest extent feasible and shall have access to open space and site amenities comparable to that of market rate units.
- K. Tenure. For inclusionary developments with a single housing type, the affordable housing units shall have the same tenure as the market housing units.

28-17-9 Initial Selling and Renting Determinations.

- A. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures as set forth in the Uniform Housing Affordability Controls.
- B. Required pricing stratification.
 - 1. The maximum rent for affordable units within each affordable development shall be affordable to households earning no more than 60% of median income and the average rent for low- and moderate-income units shall be affordable to households earning no more than 52% of median income. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low income and moderate income units, provided that at least 13% of all low- and moderate-income units shall be affordable to households earning no more than 30% of median income.
 - 2. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income. Each affordable development shall achieve an affordability average of 55% for restricted ownership units. In achieving this affordability average, moderate income ownership units shall be available for at least three different prices for each bedroom type, and low income ownership units shall be available for at least two different prices for each bedroom type.
- C. Initial Pricing and Annual Increases of Affordable Dwellings.
 - 1. Owner-occupied dwellings initial pricing. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the dwelling, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under *N.J.A.C. 5:80-26.4*; provided, however, that the price shall be subject to the affordability average requirement as noted above.

2. Rental dwellings initial pricing. The initial rent for a restricted rental dwelling shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement.
 3. Owner-occupied dwellings annual increase. The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
 4. Rental dwellings annual increase. The rent of low and moderate income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed 9% in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.
 5. Utilities. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by the NJ Department of Community Affairs for its Section 8 program.
- D. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.
1. The initial purchase price for a restricted ownership dwelling shall be approved by the Borough Administrative Agent.
 2. The Borough Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
 3. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income homeowners and the market homeowners.
- E. The owners of restricted ownership units may apply to the Borough Administrative Agent to increase the maximum sales price for the dwelling on the basis of eligible capital improvements. Eligible capital improvements shall be those that render the dwelling suitable for a larger household or the addition of a bathroom.

28-17-10 Affordability Controls for Ownership Units.

- A. The affordability control period for a restricted ownership dwelling shall commence on the date the initial certified household takes title to the dwelling.

- B. Each restricted ownership dwelling shall remain subject to the requirements of UHAC until the Borough of Hightstown elects to release the dwelling from such requirements pursuant to action taken in compliance with *N.J.A.C. 5:80-26.5(g)*. Prior to such municipal election, a restricted ownership dwelling shall remain subject to the requirements of *N.J.A.C. 5:80-26.5*, for a period of at least 30 years, and for a period of at least 10 years or the sale and repayment of any loan proceeds for owner-occupied units that were rehabilitated. Where a dwelling unit is entered into an extension of expiring controls program, the time period for the ownership restriction shall be at least 30 years from the date that the existing or prior restriction would have expired.
- C. The affordability control period for a restricted ownership dwelling shall commence on the date the initial certified household takes title to the dwelling.
- D. Each restricted ownership dwelling shall remain in compliance with and subject to the requirements of *N.J.A.C. 5:80-26.5* for control periods, *N.J.A.C. 5:80-26.6* for price restrictions, *N.J.A.C. 5:80-26.7* for buyer income eligibility, *N.J.A.C. 5:80-26.8* for limitations on indebtedness and subordination, *N.J.A.C. 5:80-26.9* for capital improvements, and *N.J.A.C. 5:80-26.10* for maintenance.
- E. Limitations on Indebtedness Secured by Ownership Dwelling; Subordination.
 - 1. Prior to incurring any indebtedness to be secured by a restricted ownership dwelling, the Borough Administrative Agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
 - 2. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership dwelling to exceed 95% of the maximum allowable resale price of that dwelling, as such price is determined by the Borough Administrative Agent in accordance with *N.J.A.C. 5:80-26.6(b)*.
- F. Capital Improvements to Ownership Units.
 - 1. The owners of restricted ownership units may apply to the Borough Administrative Agent to increase the maximum sales price for the dwelling on the basis of capital improvements made since the purchase of the dwelling. Eligible capital improvements shall be those that render the dwelling suitable for a larger household or that adds an additional bathroom. In no event shall the maximum sales price of an improved housing dwelling exceed the limits of affordability for the larger household.
 - 2. Upon the resale of a restricted ownership dwelling, all items of property that are permanently affixed to the dwelling or were included when the dwelling was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Borough Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed

subsequent to the initial sale of the dwelling and not included in the base price may be made a condition of the dwelling resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Borough Administrative Agent. Unless otherwise approved by the Borough Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the dwelling resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

G. Notice of Resale, Recapture Covenant and 95/5 Purchase Options.

1. The owner of the property is required to notify the Borough Administrative Agent by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the period of affordability controls on restricted units in effect at the time the Property was first restricted as part of the Affordable Housing Program.
2. The municipal construction code official shall inspect the available affordable resale unit for construction and property maintenance code violation(s). The code official shall submit in writing to the owner and the Borough Administrative Agent a listing of the violation(s). The estimated cost of the repairs not completed by the owner prior to resale shall be deducted from the resale price. The cost of repairs not undertaken by the owner will be determined by estimator(s) and/or contractor(s) supplied by the Borough Administrative Agent and charged back to the seller.
3. Upon the first such non-exempt sale of the Property, 95% of the difference between, (i), the actual sale price; and (ii), the regulated maximum sales price that would be applicable were the period of affordability controls on restricted units still in effect, shall be paid at closing to the Borough of Hightstown; or, to the NJ Department of Community Affairs or NJ Housing and Mortgage Finance Agency, when acting as receiving agent for the municipality. Exempt sales shall be as listed in §28-17-13.
4. Such non-exempt sale is subject to the options provided for in *N.J.A.C. 5:80-26.20* (Option to buy 95/5 units), *N.J.A.C. 5:80-26.21* (Municipal Option on 95/5 units), *N.J.A.C. 5:80-26.22* (State Option on 95/5 Units), *N.J.A.C. 5:80-26.23* (Non-Profit Option on 95/5 Units), *N.J.A.C. 5:80-26.24* (Seller Option on 95/5 Units), *N.J.A.C. 5:80-26.25* (Municipal Rejection of Repayment Option on 95/5 Units) and *N.J.A.C. 5:80-26.26* (Continued Application of Options to Create, Rehabilitate or Maintain 95/5 Units) of UHAC.

28-17-11 Affordability Controls on Rental Dwellings.

- A.** Each restricted rental dwelling shall remain subject to the requirements of UHAC until the Borough of Hightstown elects to release the dwelling from such requirement pursuant to

action taken in compliance with *N.J.A.C. 5:80-26.11(e)*. Prior to such a municipal election, a restricted rental dwelling shall remain subject to the requirements of *N.J.A.C. 5:80-26.11*, for a minimum of 30 years, and for a period of at least 10 years or the sale and repayment of any loan proceeds for renter-occupied units that were rehabilitated.

- B. Each restricted rental dwelling shall remain in compliance with and subject to the requirements of *N.J.A.C. 5:80-26.11* for control periods, *N.J.A.C. 5:80-26.12* for restrictions on rents, and *N.J.A.C. 5:80-26.13* for tenant income eligibility.
- C. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Mercer. A copy of the filed document shall be provided to the Borough Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- D. A restricted rental dwelling shall remain subject to the affordability controls of this Article, despite the occurrence of any of the following events:
 - 1. Sublease or assignment of the lease of the dwelling;
 - 2. Sale or other voluntary transfer of the ownership of the dwelling; or
 - 3. The entry and enforcement of any judgment of foreclosure.
- E. Rent Restrictions for Rental Units; Leases.
 - 1. A written lease shall be required for all restricted rental units, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental dwelling shall be provided to the Borough Administrative Agent.
 - 2. No additional fees or charges shall be added to the approved rent without the express written approval of the Borough Administrative Agent.
 - 3. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted dwelling and shall be payable to the Borough Administrative Agent to be applied to the costs of administering the controls applicable to the dwelling as set forth in this Article.

28-17-12 Accessibility Requirements.

The following barrier free accessibility and adaptability requirements shall apply to all new construction:

- A. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Sub-code, *N.J.A.C. 5:23-7*.

- B. All restricted townhouse dwellings and all restricted units in other multistory buildings in which a restricted dwelling is attached to at least one other dwelling shall have the following features:
1. An adaptable toilet and bathing facility on the first floor;
 2. An adaptable kitchen on the first floor;
 3. An interior accessible route of travel on the first floor;
 4. An interior accessible route of travel shall not be required between stories within an individual dwelling;
 5. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 6. An accessible entranceway in accordance with *N.J.S.A. 52:27D-311a*, et seq. and the Barrier Free Sub-code, *N.J.A.C. 5:23-7*, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
 - a. Where a dwelling has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling, an accessible entrance shall be installed.
 - b. To this end, the developer of restricted units shall deposit funds within the affordable housing trust fund of the Borough of Hightstown sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
 - c. The funds deposited under sub-paragraph –(b) above shall be used by the Borough for the sole purpose of making the adaptable entrance of any affordable dwelling accessible when requested to do so by a person with a disability who occupies or intends to occupy the dwelling and requires an accessible entrance.
 7. The developer of the restricted units shall submit a design plan and cost estimate for the conversion from an adaptable to an accessible entrance to the Construction Code Official.
 8. Once the Construction Code Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, *N.J.A.C. 5:23-7*, and that the cost estimate of such conversion is reasonable, payment shall be made into the municipality's affordable housing trust fund by the Chief Financial Officer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.

9. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that physical or environmental conditions of the site render it impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, *N.J.A.C. 5:23-7*.

28-17-13 Exempt Transactions.

- A. The following transactions shall be deemed "non-sales" for purposes of these regulations and the owner receiving title by virtue of any of the following transactions shall be entitled to a statement of exemption to the owner receiving title by virtue of any of the following transactions:
 1. Transfer of ownership of an affordable sales unit between husband and wife;
 2. Transfer of ownership of an affordable sales unit between former spouses ordered as a result of a judicial decree of divorce (and not including sales to third parties);
 3. Transfer of ownership of an affordable unit between family members as a result of inheritance;
 4. Transfer of ownership of an affordable unit through an executor's deed to a Class A beneficiary;
 5. Transfer of ownership of an affordable unit through an order of the Superior Court or other court, in a foreclosure proceeding or transfer in lieu of foreclosure after a foreclosure proceeding has commenced.
- B. Except for the income level of the family acquiring title by an exempt transaction, the exempt transfer will not eliminate any restrictions set forth herein including, but not limited to, the unit remaining the prime resident and the requirement for resale to low and moderate income families as applicable and all such restrictions shall remain in effect following the exempt transfer except as stated in subsection -A.5.
- C. Should a mortgagee acquire title pursuant to subsection -A.5 it may re-sell the unit to any family, regardless of income, with the municipality having the right of first refusal. The sales price to the municipality is the amount necessary to cure the foreclosure. This includes all principal and interest due to the mortgagee and other lien holders, repayment of equity to the owner prior to foreclosure and the costs of foreclosure. If the municipality does not purchase the unit, the mortgagee may sell the unit without any of the restrictions set forth in this section. The amount of the sale above that which is necessary to cure the foreclosure will be turned over to the municipality to be used for low and moderate income housing.

28-17-14 Leasing Restriction.

Initial and subsequent owners of affordable housing units shall occupy the dwelling as their principal residence. Rental or subleasing of the affordable housing unit is expressly forbidden.

28-17-15 Effect on Landlord and Tenant Relationship.

- A. Nothing in these rules should be construed to limit the rights and duties of the owner and tenant to maintain the dwelling in accordance with all appropriate New Jersey State or municipal construction and property maintenance codes.
- B. Notwithstanding anything to the contrary in this Article, any member of a household occupying a dwelling under this Article and subject to the regulations of the Borough of Hightstown is subject to eviction for any reasons allowed under applicable New Jersey law. The provisions of this Article are not intended to confer any additional rights or obligations on property owners or tenants other than those mandated by statute or required by the courts of the State of New Jersey or the duly adopted regulations of any of its agencies.

28-17-16 Affirmative Marketing for Affordable Housing.

- A. Purpose. The purpose of this Section is to establish administrative procedures to ensure a wide dissemination of knowledge of affordable housing units as they become available to the low and moderate income population, and that the selection of tenants or homeowners, as the case may be, meets the requirements of UHAC.
- B. An Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital, or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. An Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region.
- C. Affirmative Marketing Requirements. Within the overall framework of the municipality's affirmative marketing program, all affordable housing units in Hightstown Borough shall be marketed in accordance with the provisions in this Section unless otherwise provided for in N.J.A.C. 5:80-26-1. An Affirmative Marketing Plan shall be created for each development that contains or will contain low and moderate income units, including those that are part of the Borough's prior round Housing Element and its current Housing Element and those that may be constructed in future developments not yet anticipated. This Affirmative Marketing Plan shall also apply to any rehabilitated units that are vacated and re-rented during the applicable period of controls for rehabilitated rental units when Hightstown is allocated a rehabilitation component.

- D. **Plan Preparation.** The Borough Administrative Agent or Administrative Agent shall prepare an Affirmative Marketing Plan for each affordable housing program, as applicable, comporting with *N.J.A.C. 5:80-26.15*, for review and approval by the Borough Administrative Agent. The Borough Administrative Agent of the Borough shall oversee the work of a developer's Administrative Agent provided that the person has been approved by the Borough Administrative Agent. Regardless of the drafting agent, the Affirmative Marketing Plan is intended to be used by developers of affordable housing restricted to low and moderate income households located within the municipality. The Administrative Agent responsible for specific affordable housing programs or developments shall ensure that the affirmative marketing of all affordable units is consistent with these provisions.
- E. **Affirmative Marketing Implementation.** The Affirmative Marketing Plan includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance to *N.J.A.C. 5:80-26*. All newly created affordable units will comply with the thirty-year affordability control required by UHAC, *N.J.A.C. 5:80-26-5* and *5:80-26-11*. This plan will be adhered to by all private, non-profit or municipal developers of affordable housing units and will cover the period of deed restriction or affordability controls on each affordable unit. The Affirmative Marketing Plan for each affordable housing development shall meet the following minimum requirements:
1. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 4, comprised of Mercer, Monmouth and Ocean Counties.
 2. Although the Borough has the ultimate responsibility for implementing all aspects of Hightstown's affordable housing program, the Administrative Agent designated by the Borough Administrative Agent shall assure that the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan for the municipality.
 3. The Administrative Agent shall provide a list of counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
 4. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all of the affordable units have been leased or sold.
 5. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Borough of Hightstown.
 6. The Affirmative Marketing Plan for each affordable housing development shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative

Agent shall consider the use of language translations where appropriate.

7. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in Hightstown; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.
8. The Borough Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in the Region 4 Housing Area for the use of the Borough and other Administrative Agents. In addition, the list shall also include Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Trenton, Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch Branches of the NAACP, Shiloh Baptist Church, and the Supportive Housing Association, which entities shall receive specific notice of all available affordable housing units along with copies of application forms. This list shall be updated periodically. The list shall contain organizations that will aid in the affirmative marketing program with particular emphasis on contacts with outreach to groups and individuals that are least likely to apply for affordable housing within the region. A representative sample of the organizations on the list not otherwise requiring specific notice herein shall be contacted as part of the affirmative marketing effort as approved by the Borough Administrative Agent.
9. The Affirmative Marketing Plan shall be approved by the Borough Administrative Agent prior to implementation.

28-17-17 Violations of Article X Regulations.

- A. Upon the occurrence of a breach of any of the regulations governing the affordable dwelling by an owner, developer or tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an owner, developer or tenant of a low- or moderate-income dwelling and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 1. The municipality may file a court action pursuant to *N.J.S.A. 2A:58-11* alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the court to have violated any

provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the court:

- a. A fine of not more than \$1,000.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
 - b. In the case of an owner who has rented his or her low- or moderate-income dwelling in violation of the regulations governing affordable housing units, payment into the Borough of Hightstown's Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - c. In the case of an owner who has rented his or her low or moderate income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the dwelling, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low and moderate income unit.
 3. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the County Sheriff, at which time the low and moderate income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- C. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien upon the dwelling and any prior liens on the dwelling. The excess, if any, shall be applied to reimburse the Borough for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the Borough in full as aforesaid, the violating owner shall be personally responsible for the deficiency, in addition to any and all costs incurred by the Borough in connection with collecting said deficiency. The remainder, if any, up to a maximum of the amount the owner would be entitled to if he or she were to sell the dwelling as permitted by *N.J.S.A. 5:80-26.1 et seq.*, shall be placed in escrow by the Borough for the owner and shall be held in such escrow for a period of two years or until such time as the owner shall make a claim with the Borough for the same. Failure of the owner to claim said sum within the two-year period shall automatically result in a forfeiture of said remainder to the

municipality and paid into the Affordable Housing Trust Fund. Any interest accrued or earned on the remainder while being held in escrow shall belong to and shall be paid to the Hightstown Borough Affordable Housing Fund whether the remainder is paid to the owner or forfeited to the Borough. Any excess funds derived over and above the sum due the owner shall be paid over to the Borough's Affordable Housing Trust Fund.

- D. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low and moderate income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing dwelling. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- E. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- F. Failure of the very low-, low- and moderate- income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- G. The owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.
- H. Right to Cure. The Borough may, at its option, advance and pay all sums necessary to protect, preserve and retain the dwelling as an affordable dwelling, subject to the terms of this Article. All sums so advanced and paid by the Borough shall become a lien against said dwelling and shall have a higher priority than any lien except the first purchase money mortgage lien and liens by duly authorized government agencies. Such sums may include but are not limited to insurance premiums, taxes, assessments (public or private) and costs of repair necessary to bring the dwelling up to any and all applicable local, state or federal codes and liens which may be or become prior and senior to any first purchase money mortgage as a lien on the dwelling or any part thereof. If, in the event of a default

or nonpayment by the owner of an affordable dwelling, any first mortgagee or other creditor of an owner of an affordable dwelling exercises its contractual or legal remedies available, the owner shall notify the Administrative Agent and the Borough Solicitor of the Borough, in writing, within 10 days of notification by the first mortgagee or creditor and no later than 10 days after service of any summons and complaint, and the Borough shall have the option to purchase, redeem or cure any default upon such terms and conditions as may be agreeable to all parties in interest and/or to acquire the first purchase money mortgage to the dwelling, thereby replacing the first mortgagee as the first mortgagee of the dwelling. The Borough shall have the same priority of lien as was held by the first mortgagee at the time the Borough acquires such first purchase money mortgage and shall have the right of subrogation with respect to any other claim or lien it satisfies or acquires.

I. Provisions for First Purchase Money Mortgagees.

1. The terms and restrictions of this section shall be subordinate only to a first purchase money mortgage lien on any affordable dwelling and in no way shall impair the first mortgagee's ability to exercise the contract remedies available to it in the event of default as set forth in the first purchase money mortgage. The first mortgagee and/or mortgage servicer shall serve written notice upon the Borough within 10 days after the first purchase money mortgage is two months in arrears and again within 10 calendar days of the filing of a complaint seeking foreclosure of the first purchase money mortgage held on an affordable dwelling. However, a judgment of foreclosure upon the property shall in no instance terminate the conditions and requirements of this Article maintaining the dwelling as an affordable, income-restricted residence.
2. The obligation of the first mortgagee and servicer to notify the Borough shall cease automatically and immediately upon the sale of the first purchase money mortgage to the Federal National Mortgage Association or in the secondary mortgage market, unless the rules and regulations or guidelines of the Federal National Mortgage Association are amended so as to not prohibit or exclude placing such obligation upon the holder of the mortgage or its service representative, in which case, an instrument duly evidencing the same shall be recorded with the Register of Deeds, Mercer County, New Jersey, before any such obligation shall exist. Provided that the first mortgagee is obligated to give the Borough the above-mentioned notices, the first mortgagee shall also serve written notice of any proposed foreclosure sale upon the Borough at least 30 days prior to the first scheduled date of such sale. The first mortgagee shall serve notice upon the Borough within 30 days of the sale of the first purchase money mortgage to the Federal National Mortgage Association or in the secondary mortgage market.
3. The Borough of Hightstown or any instrumentality designated by the Borough shall have the right to purchase any mortgage which is in default at any time prior

to the entry of a foreclosure judgment or within the redemption period thereafter. Notification of a default and of the institution of a foreclosure action and of a sheriff's sale shall be served, in writing, upon the Borough Clerk and Municipal Attorney. The Borough of Hightstown shall at all times be considered a party in interest and shall have the right to be joined as a party defendant and/or shall have the right to intervene in any foreclosure action seeking foreclosure of a first mortgage and/or shall have the right to redeem and acquire the owner's equity of redemption or to acquire the dwelling from the owner upon such terms and conditions as may be determined by the Borough.

4. **Surplus funds.** In the event of a foreclosure sale by the holder of the first purchase money mortgage, the owner shall be personally obligated to pay to the Borough any excess funds, but only to the extent that such excess funds exceed the difference between what the owner could have resold his dwelling for under this Article at the time of the foreclosure sale and the amount necessary to redeem and satisfy the first purchase money mortgage debt, including costs of foreclosure and costs of repairs necessary to bring the dwelling up to any and all applicable local, state or federal codes. For the purposes of this subsection, excess funds shall be the total paid to the sheriff in excess of the amount required to pay and satisfy the first purchase money mortgage, including the costs of foreclosure, even if junior creditors actually receive payment from said surplus funds to the exclusion of the owner. The Borough is hereby given a first priority lien, second only to the first mortgagee for any taxes or public assessments by a duly authorized governmental body up to the full amount of excess funds. This obligation of the owner to pay this full amount to the Borough shall be deemed to be a personal obligation of the owner of record at the time of the foreclosure sale, and the Borough is hereby empowered to enforce this obligation in any appropriate court of law or equity as though the same were a personal contractual obligation of the owner. Neither the first mortgagee nor the purchaser at the foreclosure sale shall be responsible or liable to the Borough for any portion of this excess. The Borough shall deposit any funds received in the Affordable Housing Trust Fund and use it for the purposes as set forth in the Housing Element and Fair Share Plan.

Section 3. Continuation. In all other respects, the Zoning Ordinance of the Borough of Hightstown shall remain unchanged.

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

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

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

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Borough Council of the Borough of Hightstown, in the County of Mercer, State of New Jersey, held on _____. It will be further considered for final passage, after public hearing thereon, at a meeting of the Borough Council to be held in the Hightstown Fire House, 140 Main Street, in the Borough of Hightstown on _____, and during the week prior and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerk's Office to the members of the general public who shall request the same.

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

ORDINANCE 2020-02

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE OF THE BOROUGH OF HIGHTSTOWN RE-ZONING CERTAIN PROPERTIES, ADOPTING AN UPDATED ZONING MAP, AND AMENDING AND SUPPLEMENTING CHAPTER 28, “ZONING,” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY.”

WHEREAS, the Borough of Hightstown (the “Borough”) has previously adopted an Official Zoning Map, last dated September 2019, which depicts the boundaries of all zoning districts within the Borough; and

WHEREAS, as part of a periodic general reexamination (“reexamination”) of the Borough’s Master Plan, undertaken pursuant to N.J.S.A. 40:55D-89, the Borough’s Planning Board (the “Planning Board”) has recommended that certain properties, or portion(s) thereof, be re-zoned from their existing zoning classifications to either the “DTG Downtown Gateway” District or the “R-3 Residential District”; and

WHEREAS, a listing of the properties, or portion(s) thereof, to be re-zoned, as prepared by the Borough Engineer, is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, said listing identifies each parcel’s existing zoning classification and the proposed new zoning designation for each such parcel; and

WHEREAS, the Borough Engineer has prepared an updated Zoning Map, dated March 2020, which reflects and incorporates the new zoning district classifications; and

WHEREAS, a copy of the updated and amended Zoning Map which reflects the said zoning changes, as prepared by Roberts Engineering Group, LLC, dated March 2020, is attached hereto as Exhibit “B” and made a part hereof; and

WHEREAS, it is the desire of the Borough Council to re-zone the properties listed on Exhibit “A” accordingly, and to adopt the attached updated and amended Zoning Map which is attached as Exhibit “B,” pursuant to N.J.S.A. 40:55D-32; and

WHEREAS, the Borough Council also wishes to revise the Borough Code accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY 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 the Borough hereby reclassifies the zoning designation of each of the properties, or part(s) thereof, as shown on Exhibit “A” to either the “DTG Downtown Gateway” District or the “R-3 Residential” District, in accordance with Exhibit “A.”

Section 2. That, in accordance with N.J.S.A. 40:55D-32, the Borough Council hereby approves and adopts the amended and updated Zoning Map, which reflects the said zoning changes and which is attached hereto as Exhibit “B,” as prepared by Roberts Engineering Group, LLC and dated March 2020, to represent the Official Zoning Map of the Borough of Hightstown.

Section 3. That the updated Zoning Map, which is attached hereto as Exhibit “B,” shall supersede the prior Zoning Map of the Borough which was dated September 2019.

Section 4. That Subsection 28-3-2, entitled “Zoning Map,” of Section 28-3, “Districts Established; Zoning Map,” of Chapter 28, “Zoning,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby amended and supplemented in the following respects (deletions are shown with ~~strikeout~~; additions are shown with underline):

Subsection 28-3-2 Zoning Map.

The boundaries of the districts are hereby established as shown on the Zoning Map, Borough of Hightstown, Mercer County, New Jersey, dated ~~September 2019~~ March 2020, which, with all explanatory matter thereon, is hereby adopted and made a part of this chapter by reference. Such map shall be kept on file in the offices of the Borough Clerk for the use and benefit of the public.

Section 5. That any zoning classification revisions set forth in the within Ordinance and the annexed Exhibits which were recommended by the Planning Board as part of the periodic general reexamination of the Borough’s 2014 Master Plan (as identified on Exhibit “A”) shall be exempt from the notice provisions set forth in N.J.S.A. 40:55D-62.1, per said statute.

Section 6. That any zoning classification revisions set forth in the within Ordinance and the annexed Exhibits which were not recommended as part of the periodic general reexamination of the Borough’s 2014 Master Plan (as identified on Exhibit “A”) shall be subject to the notice provisions set forth in N.J.S.A. 40:55D-62.1.

Section 7. That, following the adoption of this Ordinance, a copy of this Ordinance and the attached updated Zoning Map shall be filed with the Mercer County Planning Board and the Mercer County Clerk’s office in accordance with N.J.S.A. 40:55D-16.

Section 8. That, in the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

Section 9. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 10. That this Ordinance shall become effective upon final passage and publication in accordance with the law, but not until a copy of this Ordinance and the attached updated Zoning Map have been filed with the Mercer County Planning Board and the Mercer County Clerk's office pursuant to N.J.S.A. 40:55D-16.

Introduction:

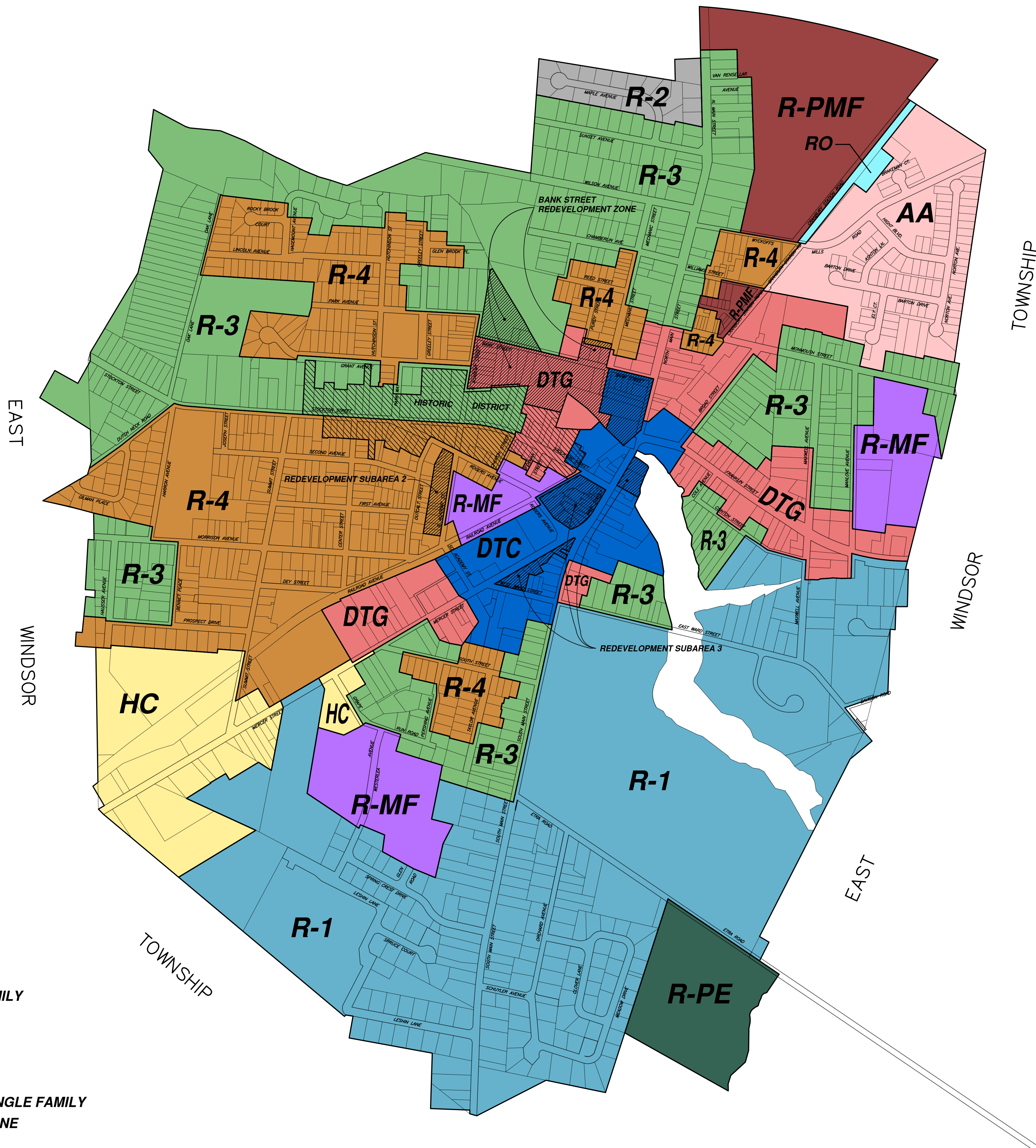
Adoption:

ATTEST:

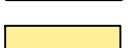
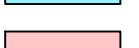
DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

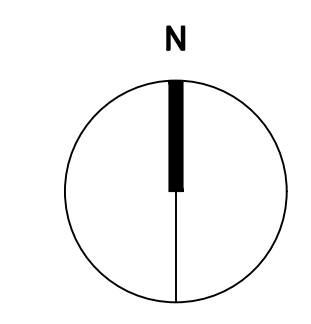
Borough of Hightstown Zoning Map Lot and Block Re-Zoning March 10, 2020					
Block	Lot	2019 Zone	2020 Zone	Re-zoned because of the Re-examination of the 2014 Master Plan?	
4.01	17	R-4	DTG	YES	
	11	6.01	RO	DTG	YES
	11	17.01	HC	DTG	YES
	11	17.02	HC	DTG	YES
11	19.01	HC	DTG	YES	
11	20	HC	DTG	YES	
15	13	R-4	DTG	YES	
18	9	R-4	DTG	YES	
18	10	R-4	DTG	YES	
18	11	R-4	DTG	YES	
Portion of	21	27	DTC	DTG	YES
Portion of	21	28	DTC	DTG	YES
Portion of	21.01	11.01	DTC	DTG	YES
24	6	HC	R-MF	YES	
24	7	HC	DTG	YES	
24	9	RO	R-MF	YES	
24	15	HC	DTG	YES	
24	16	HC	DTG	YES	
24	17	HC	DTG	YES	
Portion of	26	22.01	DTC	DTG	YES
26	25	DTC	DTG	YES	
26	26	DTC	DTG	YES	
26	29.01	HC	DTG	YES	
26	30.01	HC	DTG	YES	
Portion of	26	27.01/28	DTC	DTG	YES
Portion of	26	27.01/28	HC	DTG	YES
27	1	HC	DTG	YES	
27	2	HC	DTG	YES	
27	33	R-3	DTG	YES	
Portion of	27	47.01	R-3	DTG	YES
30	1	R-MF	DTG	YES	
30	2	R-MF	DTG	YES	
30	3	R-MF	DTG	YES	
32	4	R-4	DTG	YES	
32	5	R-4	DTG	YES	
32	6	R-4	DTG	YES	
32	7	R-4	DTG	YES	
38	3	R-3	DTG	YES	
38	4	R-3	DTG	YES	
38	5	R-3	DTG	YES	
50	1	R-1	DTG	YES	
50	2	R-1	DTG	YES	
50	3	R-1	DTG	YES	
50	4	R-1	DTG	YES	
56	1	R-3	DTC	YES	
56	2	R-3	DTC	YES	
56	24	R-3	DTG	YES	
56	25	R-3	DTG	YES	
56	26	R-3	DTG	YES	
56	27	R-3	DTG	YES	
56	28	R-3	DTG	YES	
Portion of	56	29	R-3	DTG	YES
56	30	R-3	DTG	YES	
56	31	R-3	DTG	YES	
60	9.01	HC	DTG	YES	
60	11	R-3	DTG	YES	
60	12	R-3	DTG	YES	
60	13	R-3	DTG	YES	
60	14	R-3	DTG	YES	
60	15	R-3	DTG	YES	
60	16	R-3	DTG	YES	
60	17	R-3	DTG	YES	
60	18	R-3	DTG	YES	
60	19	R-3	DTG	YES	
21	1	R-MF	DTG	NO	
21	2	R-MF	DTG	NO	
21	3	R-MF	DTG	NO	
21	4	R-MF	DTG	NO	
21	5	R-MF	DTG	NO	
21	6	R-MF	DTG	NO	
21	7	R-MF	DTG	NO	
21	8	R-MF	DTG	NO	
21	9	R-MF	DTG	NO	
21	10	R-MF	DTG	NO	
21	11	R-MF	DTG	NO	
21	12	R-MF	DTG	NO	
21	13	R-MF	DTG	NO	
21	14	R-MF	DTG	NO	
21	20	R-MF	DTG	NO	
21	26	R-MF	DTG	NO	
28	42.02	DTG	R-3	NO	
29	9.02	DTG	R-3	NO	
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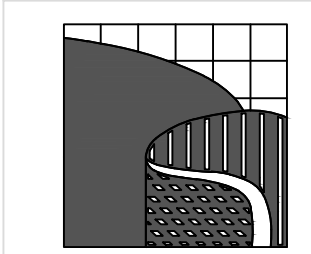
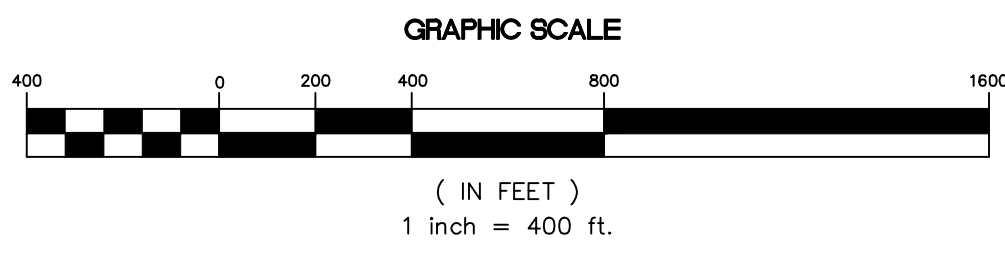
ZONES

- | | | |
|---|--------------|--|
|  | R-1 | RESIDENTIAL- SINGLE FAMILY |
|  | R-2 | RESIDENTIAL- SINGLE FAMILY |
|  | R-3 | RESIDENTIAL- SINGLE FAMILY |
|  | R-4 | RESIDENTIAL- SINGLE FAMILY |
|  | R-MF | RESIDENTIAL- MULTI- FAMILY |
|  | R-PE | RESIDENTIAL- PLANNED ELDERLY |
|  | R-PMF | RESIDENTIAL- PLANNED MULTI- FAMILY |
|  | DTG | DOWNTOWN GATEWAY |
|  | DTC | DOWNTOWN CORE |
|  | HC | HIGHWAY COMMERCIAL |
|  | RO | RESEARCH OFFICE |
|  | AA | ACTIVE ADULT AGE RESTRICTED SINGLE FAMILY |
|  | | BANK STREET REDEVELOPMENT ZONE |
|  | | REDEVELOPMENT SUBAREA 2 |
|  | | REDEVELOPMENT SUBAREA 3 |
|  | | HISTORIC DISTRICT |

ZONING MAP
HIGHTSTOWN BOROUGH
MERCER COUNTY, NEW JERSEY



MARCH 2020



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified
CERTIFICATE OF AUTHORIZATION: 24GA281S9100
1670 Whitehorse-Hamilton Square Rd.
Hamilton, New Jersey 08690
609-586-1141 fax 609-586-1143
www.RobertsEngineeringGroup.com

Resolution 2020-79

*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 \$574,092.85 from the following accounts:

Current		\$375,009.65
W/S Operating		197,246.95
General Capital		1,660.25
Water/Sewer Capital		176.00
Grant		0.00
Trust		0.00
Housing Trust		0.00
Animal Control		0.00
Law Enforcement Trust		0.00
Housing Rehab Loans		0.00
Unemployment Trust		0.00
Escrow		<u>0.00</u>
Total		<u><u>\$574,092.85</u></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 16, 2020.

Margaret Riggio
Deputy Borough Clerk

Date: March16, 2020

To: Mayor and Council

From: Finance Office

Re: Manual Bill List for 3/16/2020

<u>CURRENT ACCOUNT</u>	<u>DATE ISSUED</u>	<u>PO #</u>	<u>CHECK #</u>	<u>Amount</u>
EAST WINDSOR REGIONAL SCHOOL	3/3/2020	20-00271	1464	\$ 275,760.00
CORELOGIC TAX SERVICES	3/6/2020	20-00278	30899	\$ 2,043.12
ACTIVE911, INC	3/11/2020	20-00177	30902	\$ 611.00
TOTAL				<u><u>\$278,414.12</u></u>
 <u>WATER AND SEWER MANUAL</u>				
WEBSTER BANK	2/28/2020	20-00249	1335	\$ 125,456.75
TREASURER STATE OF NEW JERSEY	3/6/2020	20-00276	30900	\$ 1,915.00
TOTAL				<u><u>\$ 127,371.75</u></u>
 <u>ESCROW</u>				
TOTAL				<u><u>\$ -</u></u>
 <u>GRANT</u>				
TOTAL				<u><u>\$ -</u></u>
 <u>TRUST</u>				
TOTAL				<u><u>\$ -</u></u>
 <u>ANIMAL CONTROL TRUST</u>				
TOTAL				<u><u>\$ -</u></u>
 <u>GENERAL CAPITAL</u>				
TOTAL				<u><u>\$ -</u></u>
 <u>WATER AND SEWER CAPITAL</u>				
TOTAL				<u><u>\$ -</u></u>
 MANUAL TOTAL				<u><u>\$405,785.87</u></u>

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

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

A0554 ALL INDUSTRIAL SAFETY PRODUCTS						
20-00067 02/03/20 POSIGRIP GLOVES						
1 QUOTE 226221 - POSIGRIP GLOVES	53.60	0-01-26-290-001-032	B Uniforms	R	02/03/20 03/05/20	226221-1 N
Vendor Total:	53.60					

A0164 ALLIED BOILER REPAIR CORP.						
20-00272 03/04/20 INVOICE #17522						
1 LABOR OVERTIME- DIGESTER	600.00	0-09-55-501-002-503	B Sewer Plant Maintenance	R	03/04/20 03/11/20	17522 N
2 LABOR	300.00	0-09-55-501-002-503	B Sewer Plant Maintenance	R	03/04/20 03/11/20	17522 N
3 GAS VALVE ACTUATOR	429.00	0-09-55-501-002-503	B Sewer Plant Maintenance	R	03/04/20 03/11/20	17522 N
4 FIREYE EP260 PROGRAMMER MODULE	651.30	0-09-55-501-002-503	B Sewer Plant Maintenance	R	03/04/20 03/11/20	17522 N
5 ULTRAVIOLET AMPLIFIER MODULE	458.19	0-09-55-501-002-503	B Sewer Plant Maintenance	R	03/04/20 03/11/20	17522 N
	2,438.49					
Vendor Total:	2,438.49					

A0027 ANJEC						
20-00248 02/26/20 2020 MEMBERSHIP DUES						
1 2020 MEMBERSHIP DUES	375.00	0-01-27-335-001-044	B Professional Assoc. Dues	R	02/26/20 03/05/20	12/10/2019 N
Vendor Total:	375.00					

A1014 APPROVED FIRE PROTECTION, INC.						
20-00236 02/25/20 QUOTE #Q0014921						
1 MARCH 2020 CALIBRATION	125.10	0-09-55-501-002-529	B Sewer Main Repair/Supplies	R	02/25/20 03/09/20	IN00041438 N
Vendor Total:	125.10					

A0080 ASCAP						
20-00011 01/22/20 ACCT NO. 500587257 12/20/19						
1 ACCT NO. 500587257 12/20/19	363.00	0-01-30-420-001-197	B ASCAP	R	01/22/20 03/12/20	2020 N
Vendor Total:	363.00					

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		
C0058 CINTAS CORPORATION #061 Continued															
20-00322 03/11/20 UNIFORM ADVANTAGE 2/28/2020															
1	UNIFORM ADVANTAGE 2/28/2020	77.10	0-09-55-501-002-507	B Uniforms & Safety Equipment	R	03/11/20	03/11/20		4044026353	N					
Vendor Total:		385.96													
COMCA010 COMCAST															
20-00282 03/05/20 930909813 2/15/20															
1	930909813 415 MERCER ST	195.30	0-01-20-140-001-060	B Internet Services and Web Services	R	03/05/20	03/09/20		96203426	N					
Vendor Total:		195.30													
COMCA005 COMCAST BUSINESS															
20-00283 03/05/20 8499052440157826 2/23/20OAK LN															
1	8499 05 244 0157826 OAK LN	109.57	0-09-55-501-002-545	B Internet Services	R	03/05/20	03/05/20		02232020	N					
20-00319 03/09/20 8499052430036659 03/01/20															
1	8499052430036659 OFC 1	208.32	0-01-20-140-001-060	B Internet Services and Web Services	R	03/09/20	03/10/20		MARCH 1 2020	N					
Vendor Total:		317.89													
C0087 CUSTOM BANDAG, INC															
20-00052 02/03/20 TIRES FOR LEAF VAC															
1	INV. 80163192 - LEAF VAC TIRES	620.25	0-01-26-311-001-034	B Equipment Parts & Accessories	R	02/03/20	03/05/20		80163192	N					
20-00284 03/05/20 HPD ELECTRIC 12/5/20 - 1/31/20															
1	HPD ELECTRIC 12/5/20 - 1/3/20	521.22	0-01-31-430-001-071	B Electric-Borough Hall	R	03/05/20	03/06/20		1/13/2020	N					
2	HPD ELECTRIC 1/4/20 - 1/31/20	613.20	0-01-31-430-001-071	B Electric-Borough Hall	R	03/05/20	03/06/20		2/5/2020	N					
		1,134.42													
Vendor Total:		1,754.67													
D0269 DENNIS SALES & SERVICE INC.															
20-00219 02/21/20 CHLORINATORS															
1	CHLORINATORS	1,800.00	0-09-55-501-001-503	B Water Plant Maintenance	R	02/27/20	03/06/20		20-2228	N					
Vendor Total:		1,800.00													

Vendor # Name											1099
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void			Exc
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	
S2015 DONNA SYX											
20-00232	02/25/20	REIMBURSEMENT FOR INK									
1	REIMBURSEMENT FOR INK FOR	34.99	0-01-26-310-001-199	B	Miscellaneous	R	02/25/20	03/05/20		327913165586615	N
Vendor Total:		34.99									
D0092 DYNAMIC IMAGING											
20-00265	03/02/20	ANNUAL MAINTENANCE CONTRACT									
1	ANNUAL MAINTENANCE CONTRACT	2,855.00	0-01-25-240-001-029	B	Maint. Contracts - Other	R	03/02/20	03/11/20		0021273	N
Vendor Total:		2,855.00									
E0576 EAST WINDSOR REGIONAL SCHOOL											
20-00183	02/20/20	JAN 2020 FUEL USE									
1	JAN 2020 FUEL USE - FIRE	312.20	0-01-31-460-001-166	B	Motor Fuel - Fire Dept.	R	02/20/20	03/05/20		11641	N
2	JAN 2020 FUEL USE - POLICE	1,454.92	0-01-31-460-001-145	B	Motor Fuel - Police	R	02/20/20	03/05/20		11641	N
3	JAN 2020 FUEL USE - FIRST AID	129.72	0-01-31-460-001-148	B	Motor Fuel - Emergency Medical	R	02/20/20	03/05/20		11641	N
4	JAN 2020 FUEL USE - GARBAGE	992.78	0-01-31-460-001-147	B	Motor Fuel - Public Works	R	02/20/20	03/05/20		11641	N
5	JAN 2020 FUEL USE - STREETS	1,031.78	0-01-31-460-001-147	B	Motor Fuel - Public Works	R	02/20/20	03/05/20		11641	N
6	JAN 2020 FUEL USE - PARKS	25.48	0-01-31-460-001-147	B	Motor Fuel - Public Works	R	02/20/20	03/05/20		11641	N
7	JAN 2020 FUEL USE - WATER	95.15	0-09-55-501-001-512	B	Motor Fuel	R	02/20/20	03/05/20		11641	N
8	JAN 2020 FUEL USE - SEWER	98.92	0-09-55-501-002-512	B	Motor Fuel	R	02/20/20	03/05/20		11641	N
9	JAN 2020 FUEL FACILITY FEE	120.00	0-01-31-460-001-144	B	Upgrades to Fueling Facility	R	02/20/20	03/05/20		11641	N
		4,260.95									
Vendor Total:		4,260.95									
EMERG015 EMERGENCY ACCESSORIES &											
19-01858	12/09/19	HPD VEHICLE VEHICLE SUPPLIES									
1	HPD VEHICLE VEHICLE SUPPLIES	1,200.00	9-01-25-240-001-119	B	Community Policing	R	12/09/19	03/06/20		012220	N
2	HPD VEHICLE VEHICLE SUPPLIES	1,207.61	9-01-25-240-001-115	B	ID Bureau	R	12/09/19	03/06/20		012220	N
		2,407.61									
Vendor Total:		2,407.61									
Q0176 EUROFINS QC, INC											
20-00234	02/25/20	WATER ANALYSIS									
1	INV. 2005801 - WATER ANALYSIS	209.00	0-09-55-501-001-532	B	Outside Testing/Labs	R	02/25/20	03/05/20		2005801	N

Vendor # Name											1099
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void			Exc
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	
Q0176 EUROFINS QC, INC Continued											
20-00234	02/25/20	WATER ANALYSIS	Continued								
2 INV.	2006013 - WATER ANALYSIS	167.00	0-09-55-501-001-532	B	Outside Testing/Labs	R	02/25/20	03/05/20		2006013	N
		376.00									
20-00307 03/09/20 WATER ANALYSIS											
1 INV.	2006316 - WATER ANALYSIS	132.00	0-09-55-501-001-532	B	Outside Testing/Labs	R	03/09/20	03/11/20		2006316	N
2 INV.	2006738 - WATER ANALYSIS	132.00	0-09-55-501-001-532	B	Outside Testing/Labs	R	03/09/20	03/11/20		2006738	N
		264.00									
Vendor Total:		640.00									
G0337 GALL'S INC.											
20-00295	03/09/20	DIAMOND GRIP GLOVES									
1	DIAMOND GRIP GLOVES	44.61	0-01-25-240-001-112	B	Prisoner Expense	R	03/09/20	03/11/20		03052020	N
2	DIAMOND GRIP GLOVES	148.79	0-01-25-240-001-112	B	Prisoner Expense	R	03/09/20	03/11/20		03052020	N
3	DIAMOND GRIP GLOVES	18.99	0-01-25-240-001-112	B	Prisoner Expense	R	03/09/20	03/11/20		03052020	N
		212.39									
Vendor Total:		212.39									
M0714 GENSERVE, INC.											
20-00233	02/25/20	GENERATOR SERVICE CALL									
1	GENERATOR SERVICE CALL -	390.00	0-09-55-501-001-511	B	Generator/Engine Maintenance (B)	R	02/25/20	03/05/20		0192139	N
Vendor Total:		390.00									
G0171 GEORGE E. CONLEY ELECTRIC											
20-00188	02/20/20	NEW MONUMENT LIGHT									
1 INV.	24504 NEW MONUMENT LIGHT	950.00	9-01-31-435-001-075	B	Street Lighting	R	02/20/20	03/11/20		24504	N
Vendor Total:		950.00									
G1077 GEORGE S. COYNE CO., INC.											
20-00113	02/04/20	HYDROFLUOSILICIC ACID FLUORIDE	B								
3	FLUORIDE INV 331001 2/11/2020	947.76	0-09-55-501-001-528	B	Fluorosilic Acid-	R	02/04/20	03/05/20		331001	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											
20-00124	02/05/20	LIME HI-CALC HYDRATED	CARMEUSE	B							
3 INV	331000 2/11/2020	1,655.25	0-09-55-501-001-527	B	Calcium Hydroxide - Lime	R	02/05/20	03/05/20		331000	N
20-00242	02/25/20	CALCIUM HYPOCHLORITE	2020-53	B							
2 INV	328920 1/10/2020	837.69	0-09-55-501-002-539	B	Calcium Hypochlorite-GEORGE S COYNE CHEM	R	02/25/20	03/05/20		328920	N
Vendor Total:		3,440.70									
G0185 GRAINGER, INC.											
20-00210	02/20/20	MOTOR									
1 5 KOO ID MOTOR		63.50	0-09-55-501-002-503	B	Sewer Plant Maintenance	R	02/20/20	03/05/20		9451776513	N
Vendor Total:		63.50									
H0048 HIGHTS REALTY LLC											
20-00253	03/02/20	MARCH 2020 RENT FOR HPD									
1 MARCH 2020 RENT FOR HPD		4,446.38	0-01-26-310-001-025	B	Building Rental	R	03/02/20	03/06/20		MARCH 2020	N
Vendor Total:		4,446.38									
HIGHW005 HIGHWAY EQUIPMENT CO OF NJ INC											
20-00252	03/02/20	OIL									
1 10W-30 WT GALLON HYGUARD OIL		38.86	0-09-55-501-002-502	B	Vehicle Maintenance	R	03/02/20	03/11/20		P02827	N
2 10W-30 CD (GOOD) ENGINE GALLON		19.44	0-09-55-501-002-502	B	Vehicle Maintenance	R	03/02/20	03/11/20		P02827	N
		58.30									
Vendor Total:		58.30									
H1100 HOME DEPOT CREDIT SERVICES											
20-00182	02/20/20	JAN/FEB 2020 INVOICES									
1 INV.	8042230 - EYE BOLTS	11.80	0-01-26-290-001-127	B	Street Repair & Maintenance	R	02/20/20	03/05/20		8042230	N
2 INV.	2042514 - PAINT SUPPLY	116.90	0-09-55-501-002-503	B	Sewer Plant Maintenance	R	02/20/20	03/05/20		2042514	N
3 INV.	7521632 - WIREHOLDER	7.84	0-01-26-310-001-024	B	Building Maintenance	R	02/20/20	03/05/20		7521632	N

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Borough of Hightstown
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Vendor # Name											
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099	
Item Description		Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl	
H1100 HOME DEPOT CREDIT SERVICES Continued											
20-00182	02/20/20	JAN/FEB 2020 INVOICES	Continued								
4 INV. 6081833 - MAGNETIC TAPE		13.74	0-01-26-310-001-024	B Building Maintenance	R	02/20/20	03/05/20		6081833	N	
		150.28									
Vendor Total:		150.28									
IACP0005 IACP											
20-00151	02/10/20	ANNUAL MEMBERSHIP DUES 2020									
1 ANNUAL MEMBERSHIP DUES 2020		210.00	0-01-25-240-001-044	B Professional Assoc. Dues	R	02/10/20	03/06/20		0104625	N	
Vendor Total:		210.00									
J0378 J.W. KENNEDY & SON INC WELDING											
20-00270	03/03/20	OXYGEN, TESTING & REPAIRS									
1 D MEDICAL OXY CYLINDER REFILL		140.00	0-01-25-260-001-136	B Medical Supplies	R	03/10/20	03/11/20		2424	N	
2 276 C.F. MEDICAL OXY CYLINDER		180.00	0-01-25-260-001-136	B Medical Supplies	R	03/10/20	03/11/20		2424	N	
3 CYLINDER HYDRO TEST		405.00	0-01-25-260-001-136	B Medical Supplies	R	03/10/20	03/11/20		2424	N	
4 TOGGLE HANDLE FOR POST VALVE		30.00	0-01-25-260-001-136	B Medical Supplies	R	03/10/20	03/11/20		2424	N	
5 SHIPPING		28.00	0-01-25-260-001-136	B Medical Supplies	R	03/10/20	03/11/20		2424	N	
6 276 C.F. MEDICAL OXY CYLINDER		72.00	0-01-25-260-001-136	B Medical Supplies	R	03/10/20	03/11/20		2605	N	
7 OXYGEN REGULATOR REPAIR		100.00	0-01-25-260-001-136	B Medical Supplies	R	03/10/20	03/11/20		2605	N	
		955.00									
20-00305	03/09/20	CYLENDER RENTAL - FEB 2020									
1 CYLENDER RENTAL - FEB 2020		11.60	0-01-26-290-001-050	B DPW Work Equipment	R	03/09/20	03/11/20		R3329	N	
Vendor Total:		966.60									
J0257 JCP&L											
20-00279	03/05/20	EMS 100 012 445 936 JAN 2020									
1 EMS 100 012 445 936 JAN 2020		364.84	0-01-25-260-001-074	B Electric	R	03/05/20	03/05/20		100 102 445 936	N	
20-00285	03/05/20	MASTER ACCT 200 000 055 364									
1 100 008 438 010 125 S MAIN ST		14.29	0-01-31-430-001-071	B Electric-Borough Hall	R	03/05/20	03/05/20		95008454052	N	
2 100 008 438 283 MAIN& STOCKTON		27.43	0-01-31-430-001-071	B Electric-Borough Hall	R	03/05/20	03/05/20		95008454052	N	
3 100 008 482 018 RT 33& MAXWELL		24.64	0-01-31-430-001-071	B Electric-Borough Hall	R	03/05/20	03/05/20		95008454052	N	
4 100 010 898 904 FRANKLIN ST& N		26.69	0-01-31-430-001-071	B Electric-Borough Hall	R	03/05/20	03/05/20		95008454052	N	

Vendor # Name												1099
PO #	PO Date	Description	Contract	PO Type				First	Rcvd	Chk/Void		1099
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice		Exc
00257	JCP&L	Continued										
20-00285	03/05/20	MASTER ACCT 200 000 055 364	Continued									
5 100 012 487 714 148 N MAIN ST		1,726.28	0-01-31-430-001-071	B	Electric-Borough Hall	R	03/05/20	03/05/20		95008454052		N
6 100 012 487 862 FIREHOUSE 148N		3,688.72	0-01-31-430-001-072	B	Electric-Fire House	R	03/05/20	03/05/20		95008454052		N
7 100 012 529 457 BORO HALL EQT		335.05	0-09-55-501-002-504	B	Electricity	R	03/05/20	03/05/20		95008454052		N
		5,843.10										
20-00309	03/09/20	100 029 000 310 FEB04-MAR02										
1 100 029 000 310 FEB 04-MAR 02		477.24	0-01-31-430-001-071	B	Electric-Borough Hall	R	03/09/20	03/10/20		95516108047		N
20-00310	03/09/20	100 131 110 379 FEB 1-MAR 2										
1 100 131 110 379 230 MERCER ST		83.69	0-01-31-430-001-071	B	Electric-Borough Hall	R	03/09/20	03/10/20		95496124414		N
20-00311	03/09/20	100 051 508 677 MAIN ST										
1 100 051 508 677 MAIN ST		156.04	0-01-31-430-001-071	B	Electric-Borough Hall	R	03/09/20	03/10/20		95516108055		N
20-00312	03/09/20	100 051 508 750										
1 100 051 508 750 STOCKTON ST		240.74	0-01-31-430-001-071	B	Electric-Borough Hall	R	03/09/20	03/10/20		95516108056		N
20-00313	03/09/20	100 072 968 868 STREET LIGHTS										
1 100 072 968 868 STREET LIGHTS		79.35	0-01-31-430-001-071	B	Electric-Borough Hall	R	03/09/20	03/10/20		95745813147		N
20-00314	03/09/20	100 079 096 689 GRANT STREET										
1 100 079 096 689 GRANT STREET		3.10	0-01-31-430-001-071	B	Electric-Borough Hall	R	03/09/20	03/10/20		95516108080		N
20-00315	03/09/20	100 100 104 247 MAIN ST										
1 100 100 104 247 MAIN ST		47.12	0-01-31-430-001-071	B	Electric-Borough Hall	R	03/09/20	03/10/20		95516108086		N
20-00316	03/09/20	100 012 445 936 168 BANK ST										
1 100 012 445 936 168 BANK ST		326.67	0-01-25-260-001-074	B	Electric	R	03/09/20	03/10/20		95476126919		N
20-00343	03/12/20	100 077 953 188 BANK ST										
1 100 077 953 188 BANK ST		3.11	0-01-31-430-001-071	B	Electric-Borough Hall	R	03/12/20	03/12/20		95775739321		N
20-00344	03/12/20	100 059 701 167 WYCKOFF MILL W										
1 100 059 701 167 WYCKOFF MILL		17.01	0-09-55-501-001-504	B	Electricity	R	03/12/20	03/12/20		95446164172		N
Vendor Total:		7,642.01										

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	Exc	
J0258 JCP&L (STREET LIGHTING)											
20-00317 03/09/20 100081608240 BLK LTO N MAIN ST											
1 100081608240 BLK LTO N MAIN ST	64.58	0-09-55-501-001-504	B	Electricity	R	03/09/20	03/10/20		95496124398	N	
20-00318 03/09/20 100086395041 0 STOCKTON ST											
1 100 086 395 041 0 STOCKTON ST	39.13	0-01-31-435-001-075	B	Street Lighting	R	03/09/20	03/10/20		95745813158	N	
Vendor Total:	103.71										
J0069 JERSEY ELEVATOR SERVICE											
20-00303 03/09/20 FEB 2020 ELEVATOR SERVICE											
1 FEB 2020 ELEVATOR SERVICE	178.47	0-01-26-310-001-029	B	Maintenance Contracts	R	03/09/20	03/11/20		232323	N	
Vendor Total:	178.47										
L0624 LAWSOFT, INC.											
20-00080 02/03/20 ANNUAL SUPORT & MAINTENANCE											
1 ANNUAL SUPORT & MAINTENANCE	6,300.00	0-01-25-240-001-029	B	Maint. Contracts - Other	R	02/03/20	03/05/20		19-0200	N	
Vendor Total:	6,300.00										
L1085 LORCO PETROLEUM SERVICES											
20-00235 02/25/20 OIL RECYCLING											
1 INV. 1440781 - OIL RECYCLING	50.00	0-01-26-311-001-167	B	Oil Disposal	R	02/25/20	03/06/20		1440781	N	
Vendor Total:	50.00										
R0058 MARGARET M. RIGGIO											
20-00341 03/12/20 MILEAGE - PURCHASING 1 CLASS											
1 MILEAGE - PURCHASING 1 CLASS	524.40	0-01-20-120-001-045	B	CLERK'S OFFICE MILEAGE	R	03/12/20	03/12/20		03112020	N	
Vendor Total:	524.40										
M0180 MCMASTER-CARR											
20-00261 03/02/20 PLANT SUPPLIES											
1 ITEM #4881K37 3" 45 DEGREE	22.56	0-09-55-501-002-503	B	Sewer Plant Maintenance	R	03/02/20	03/06/20		36166641	N	
2 ITEM #6570T6 LED MINATURE	22.20	0-09-55-501-002-503	B	Sewer Plant Maintenance	R	03/02/20	03/06/20		36166641	N	
3 ITEM #7001K58 TIMER	36.04	0-09-55-501-002-503	B	Sewer Plant Maintenance	R	03/02/20	03/06/20		36166641	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
M0180 MCMaster-CARR Continued										
20-00261 03/02/20 PLANT SUPPLIES		Continued								
4 ITEM #3023T27 SNUG-HOLD	49.80	0-09-55-501-002-503		B Sewer Plant Maintenance	R	03/02/20	03/06/20		36166641	N
5 ITEM #3023T27 3"	21.76	0-09-55-501-002-503		B Sewer Plant Maintenance	R	03/02/20	03/06/20		36166641	N
6 ITEM #4881K21 (6)	7.20	0-09-55-501-002-503		B Sewer Plant Maintenance	R	03/02/20	03/06/20		36166641	N
	159.56									
Vendor Total:	159.56									
M0256 MERCER CO IMPROVEMENT AUTH										
20-00296 03/09/20 FEB 2020 TIPPING										
1 FEB 2020 TIPPING	13,444.75	0-01-32-465-001-165		B Landfill Solid Waste Disposal-MCIA	R	03/09/20	03/11/20		493875 22920	N
2 FEB 2020 RECYCLING TAX	350.73	0-01-43-496-001-174		B Recycling Tax	R	03/09/20	03/11/20		493875 22920	N
	13,795.48									
Vendor Total:	13,795.48									
M0261 MERCER COUNTY COMMUNITY COLLEGE										
20-00289 03/05/20 BLDG CONST FOR FIRE SERVICE										
1 BLDG CONST FOR FIRE SERVICE	30.00	0-01-25-252-002-042		B Education & Training	R	03/05/20	03/09/20		FA4035	N
Vendor Total:	30.00									
NJADV005 NJ Advance Media										
20-00338 03/12/20 LEGAL ADS - FEBRUARY 2020										
1 COUNCIL 2/3 MEETING CHANGE	10.44	0-01-20-120-001-021		B Advertisements	R	03/12/20	03/12/20		0009497562	N
2 ENV COMMISSION ANNUAL NOTICE	8.70	0-01-20-120-001-021		B Advertisements	R	03/12/20	03/12/20		0009502413	N
3 ENV COMMISSION MEETING	11.02	0-01-20-120-001-021		B Advertisements	R	03/12/20	03/12/20		0009507454	N
4 HOUSING AUTH ANNUAL MEETINGS	10.44	0-01-20-120-001-021		B Advertisements	R	03/12/20	03/12/20		0009507455	N
5 BOH ANNUAL MEETINGS	9.86	0-01-20-120-001-021		B Advertisements	R	03/12/20	03/12/20		0009507445	N
6 PARKS & REC ANNUAL NOTICE	9.28	0-01-21-180-001-021		B Advertisements	R	03/12/20	03/12/20		0009507458	N
7 PLANNING BOARD MANNUAL NOTICE	16.24	0-01-20-120-001-021		B Advertisements	R	03/12/20	03/12/20		0009507443	N
8 COMPLETE STREETS ANNUAL NOTICE	10.44	0-01-20-120-001-021		B Advertisements	R	03/12/20	03/12/20		0009507450	N
9 CAC ANNUAL NOTICE	10.44	0-01-20-120-001-021		B Advertisements	R	03/12/20	03/12/20		0009507453	N
10 HPC ANNUAL NOTICE	8.70	0-01-20-120-001-021		B Advertisements	R	03/12/20	03/12/20		0009507457	N
11 NOTICE TO BIDDERS -POLYMERES	46.11	0-01-20-120-001-021		B Advertisements	R	03/12/20	03/12/20		0009510264	N
12 COUNCIL 2/18 MEETING CHANGE	9.86	0-01-20-120-001-021		B Advertisements	R	03/12/20	03/12/20		0009512960	N
13 PLANNING BOARD NOTICE	16.24	0-01-21-180-001-021		B Advertisements	R	03/12/20	03/12/20		0009526311	N

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Vendor # Name											
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099	
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
NJADV005 NJ Advance Media Continued											
20-00338	03/12/20	LEGAL ADS - FEBRUARY 2020	Continued								
14	COUNCIL 3/2 MEETING CHANGE	10.44	0-01-20-120-001-021	B	Advertisements	R	03/12/20	03/12/20		0009531756	N
		188.21									
Vendor Total:		188.21									
N1001 NJWEA											
20-00205	02/20/20	NJWEA REGISTRATION									
1	NJWEA REGISTRATION WILLIAM	307.00	0-09-55-501-002-527	B	Conferences & Meetings	R	02/20/20	03/09/20		021320	N
Vendor Total:		307.00									
NORTH005 NORTH AMER. PIPELINE SVCS, LLC											
20-00097	02/03/20	8 HUR JET VAC									
1	8 HOUR JET VAC	1,450.00	0-09-55-501-002-537	B	Sewer Main Cleaning & Testing	R	02/03/20	03/05/20		3253	N
Vendor Total:		1,450.00									
00050 ONE CALL CONCEPT INC											
20-00302	03/09/20	FEB 2020 ONE CALL MESSAGES									
1	FEB 2020 ONE CALL MESSAGES	21.76	0-09-55-501-001-531	B	Water Purch from East Windsor/Interconn.	R	03/09/20	03/11/20		0025084	N
Vendor Total:		21.76									
P0557 PACKET MEDIA, LLC											
20-00342	03/12/20	NOTICE TO BIDDERS									
1	NOTICE TO BIDDERS	73.59	9-01-20-120-001-021	B	Advertisements	R	03/12/20	03/12/20		300530421	N
Vendor Total:		73.59									
P0005 PARIS AUTOMOTIVE SUPPLY											
20-00229	02/25/20	JAN 2020 INVOICES									
1	JAN 2020 INVOICES	252.84	0-09-55-501-002-502	B	Vehicle Maintenance	R	02/25/20	03/06/20		013120	N
2	JAN 2020 INVOICES	34.65	0-09-55-501-001-502	B	Vehicle Maintenance	R	02/25/20	03/06/20		013120	N
3	JAN 2020 INVOICES	188.93	0-01-26-290-001-034	B	Motor Vehicle Parts & Access.	R	02/25/20	03/06/20		013120	N
4	JAN 2020 INVOICES	75.20	0-01-26-311-001-034	B	Equipment Parts & Accessories	R	02/25/20	03/06/20		013120	N
5	JAN 2020 INVOICES	82.42	0-01-26-315-001-134	B	Vehicle Maint.-EMS	R	02/25/20	03/06/20		178963	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
P0005 PARIS AUTOMOTIVE SUPPLY Continued											
20-00229	02/25/20	JAN 2020 INVOICES	Continued								
6	JAN 2020 INVOICES	2.70	0-01-26-290-001-050	B	DPW Work Equipment	R	02/25/20	03/06/20		179058	N
		636.74									
	Vendor Total:	636.74									
P0556 PROGRESSIVE MICROTECHNOLOGY											
20-00202	02/20/20	ANNUAL TECHNICAL SVC SUPPORT									
1	ANNUAL TECHNICAL SVC SUPPORT	695.00	0-01-25-240-001-029	B	Maint. Contracts - Other	R	02/20/20	03/06/20		200214	N
	Vendor Total:	695.00									
P0044 PSE&G											
20-00280	03/05/20	ACCT 13 014 184 04 2/21/2020									
1	7341583606	140 N MAIN ST	615.71	0-01-31-446-001-143	B Gas/Heat - Fire House	R	03/05/20	03/05/20		503100068918	N
2	7341583606	148 N MAIN ST # R	1,109.99	0-01-31-446-001-070	B Gas Heat - Borough Hall	R	03/05/20	03/05/20		503100068918	N
3	7341583703	BANK ST	291.47	0-09-55-501-001-505	B Gas Service	R	03/05/20	03/05/20		503100068918	N
4	7341583800	OAK LN	1,222.60	0-09-55-501-002-505	B Gas Service	R	03/05/20	03/05/20		503100068918	N
		3,239.77									
	Vendor Total:	3,239.77									
P0032 PWANJ EDUCATION											
20-00192	02/20/20	2020 MEMBERSHIP									
1	2020 MEMBERSHIP - KEN LEWIS	75.00	0-01-26-290-001-044	B	Professional Assoc. Dues	R	02/20/20	03/06/20		2020	N
	Vendor Total:	75.00									
REDAR005 RED ARROW TECHNOLOGIES, LLC											
20-00268	03/02/20	TECH SUPPORT MARCH 2020									
1	TECH SUPPORT	1,359.69	0-01-20-140-001-094	B	Computer Service & Support	R	03/02/20	03/05/20		4320	N
2	INTERNET & WEB	1,074.94	0-01-20-140-001-060	B	Internet Services and Web Services	R	03/02/20	03/05/20		4320	N
3	TECH SUPPORT/INTERNET/WEB	347.95	0-09-55-501-002-530	B	Computer Software/Maint/Equip	R	03/02/20	03/05/20		4320	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
REDAR005 RED ARROW TECHNOLOGIES, LLC Continued										
20-00268	03/02/20	TECH SUPPORT MARCH 2020	Continued							
4	TECH SUPPORT/INTERNET/WEB	257.96	0-09-55-501-001-530	B Computer Software/Maint/Equip	R	03/02/20	03/05/20		4320	N
		3,040.54								
Vendor Total:		3,040.54								
R0525 REGISTRARS ASSOC OF NJ										
20-00269	03/02/20	SPRING CONFERENCE 2020								
1	SPRING CONFERENCE 2020	75.00	0-01-27-330-001-041	B Conferences & Meetings	R	03/02/20	03/05/20		6438	N
2	SPRING CONFERENCE 2020	75.00	0-01-27-330-001-041	B Conferences & Meetings	R	03/02/20	03/05/20		6441	N
		150.00								
Vendor Total:		150.00								
R0077 ROBERTS ENGINEERING GRP LLC										
20-00257	03/02/20	BILLING THROUGH 2/22/20								
1	MISC REQUESTS 2020 INV 3404	1,061.00	0-01-20-165-001-199	B MISCELLANEOUS	R	03/02/20	03/05/20		3404	N
2	MOBILITY MASTER PLAN INV 3406	165.00	0-01-20-165-001-109	B Tax Map Maintenance/Zoning	R	03/02/20	03/05/20		3406	N
3	MISC ROADS 2020 INV 3407	126.00	0-01-20-165-001-199	B MISCELLANEOUS	R	03/02/20	03/05/20		3407	N
4	GENERAL SEWER 2020 INV 3408	1,610.50	0-09-55-501-002-508	B Engineer	R	03/02/20	03/05/20		3408	N
5	GENERAL WATER 2020 INV 3409	276.25	0-09-55-501-001-508	B Engineer	R	03/02/20	03/05/20		3409	N
6	CHEM &SLUDGE REMOVAL CONTRACTS	759.00	0-09-55-501-002-508	B Engineer	R	03/02/20	03/05/20		3410	N
7	STOCKTON ST WATER MAIN	176.00	C-08-55-951-001-544	B WATER MAINS/SEWER STOCKTON/FORMAN SEC 20	R	03/02/20	03/05/20		3411	N
8	WATER ASSET MGMT INV 3412	722.50	0-09-55-501-001-508	B Engineer	R	03/02/20	03/05/20		3412	N
9	WATER TANKS IBANK APP INV 3413	378.00	0-09-55-501-001-508	B Engineer	R	03/02/20	03/05/20		3413	N
10	IMP TO MAPLE & SUNSET INV 3414	542.50	C-04-55-882-000-447	B MAPLE AVE & SUNSET DR 17-17 SECTION 20	R	03/02/20	03/05/20		3414	N
11	IMP TO LINCOLN, HAGEMOUNT &	1,117.75	C-04-55-885-000-447	B LINCOLN, HAGEMOUNT, ROCKY BROOK SEC 20	R	03/02/20	03/05/20		3415	N
		6,934.50								
Vendor Total:		6,934.50								
R1140 RUBBER SUPPLY CO.										
20-00199	02/20/20	SUCTION HOSES FOR VACTRON								
1	4" X 20 FT. CLEAR/ORANGE	196.45	0-09-55-501-002-529	B Sewer Main Repair/Supplies	R	02/20/20	03/06/20		11005112-01	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	Exc
S1096 STAPLES BUSINESS ADVANTAGE										
20-00291 03/09/20 HPD OFFICE SUPPLIES										
1 HPD OFFICE SUPPLIES	22.98	0-01-25-240-001-036		B Office Supplies & Equipment	R	03/09/20	03/11/20		74337	N
2 HPD OFFICE SUPPLIES	7.13	0-01-25-240-001-036		B Office Supplies & Equipment	R	03/09/20	03/11/20		74337	N
3 HPD OFFICE SUPPLIES	56.18	0-01-25-240-001-036		B Office Supplies & Equipment	R	03/09/20	03/11/20		74337	N
4 HPD OFFICE SUPPLIES	9.13	0-01-25-240-001-036		B Office Supplies & Equipment	R	03/09/20	03/11/20		74337	N
5 HPD OFFICE SUPPLIES	7.03	0-01-25-240-001-036		B Office Supplies & Equipment	R	03/09/20	03/11/20		74337	N
6 HPD OFFICE SUPPLIES	9.48	0-01-25-240-001-036		B Office Supplies & Equipment	R	03/09/20	03/11/20		74337	N
7 HPD OFFICE SUPPLIES	5.95	0-01-25-240-001-036		B Office Supplies & Equipment	R	03/09/20	03/11/20		74337	N
	117.88									
Vendor Total:	117.88									
STATE005 STATEWIDE INSURANCE FUND										
20-00290 03/05/20 INSTALLMENT 2/4 WORKERS COMP										
1 INSTALLMENT 2/4 WORKERS COMP	10,978.48	0-01-23-210-003-112		B General Liability-JIF	R	03/05/20	03/05/20		202032B	N
2 INSTALLMENT 2/4 WORKERS COMP	20,885.56	0-01-23-210-003-113		B Workers Compensation (JIF)	R	03/05/20	03/05/20		202032B	N
3 INSTALLMENT 2/4 WORKERS COMP	7,187.88	0-09-55-501-001-515		B County Insurance - JIF	R	03/05/20	03/05/20		202032B	N
4 INSTALLMENT 2/4 WORKERS COMP	28,758.33	0-09-55-501-002-515		B County Insurance - JIF	R	03/05/20	03/05/20		202032B	N
	67,810.25									
Vendor Total:	67,810.25									
BLOCK005 TELESYSTEM										
20-00323 03/11/20 INV 13770341 3/1/2020										
1 INV 13770341 3/1/2020	1,267.67	0-01-31-440-001-085		B Telephone-Block Line Systems, LLC LSI	R	03/11/20	03/11/20		13770341	N
Vendor Total:	1,267.67									
T0061 TOWNSHIP OF ROBBINSVILLE DPW										
20-00292 03/09/20 HPD VEHICLE MAINTENANCE										
1 HPD VEHICLE MAINTENANCE	190.40	0-01-43-515-001-170		B Mechanic Services	R	03/09/20	03/11/20		3519	N
2 HPD VEHICLE MAINTENANCE	598.54	0-01-43-515-001-170		B Mechanic Services	R	03/09/20	03/11/20		3520	N
3 HPD VEHICLE MAINTENANCE	128.19	0-01-43-515-001-170		B Mechanic Services	R	03/09/20	03/11/20		3521	N

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Vendor # Name											
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099	
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
V0012 VERMEER NORTH ATLANTIC											
20-00228	02/25/20	REPAIR TO CHIPPER									
1 INV.	10331057 - REPAIR TO	4,334.66	0-01-26-311-001-034	B	Equipment Parts & Accessories	R	02/25/20	03/05/20		10331057	N
Vendor Total:		4,334.66									
V0290 VITAL COMMUNICATIONS INC.											
20-00288	03/05/20	MONTHLY MARCH 2020 INV V76612									
1 MONTHLY MARCH 2020 INV V76612		210.00	0-01-20-150-001-029	B	Maintenance Contracts	R	03/05/20	03/10/20		V76612	N
Vendor Total:		210.00									
W0002 W.B. MASON CO., INC.											
20-00230	02/25/20	FEBRUARY 2020 OFFICE SUPPLIES									
1 CENTRAL OFFICE SUPPLIES		530.13	0-01-20-125-001-036	B	Office Supplies	R	02/25/20	03/05/20		208190181	N
2 WATER PLANT OFFICE SUPPLIES		45.18	0-09-55-501-001-509	B	Office Supplies/Downtown	R	02/25/20	03/05/20		208190181	N
3 JANITORIAL SUPPLIES		13.87	0-01-20-125-001-035	B	Paper Products/Janitorial	R	02/25/20	03/05/20		208190181	N
4 CREDIT CR7664600 PO 19-00545		34.60	0-01-20-125-001-036	B	Office Supplies	R	02/26/20	03/05/20		CR7664600	N
		554.58									
Vendor Total:		554.58									
W0071 WASTE MGMT OF NEW JERSEY, INC.											
20-00251	02/28/20	SLUDGE REMOVAL JANUARY 2020									
1 SLUDGE REMOVAL JANUARY 2020		4,926.28	0-09-55-501-002-538	B	Sludge Removal/Disposal-Waste Management	R	02/28/20	03/05/20		2913202-0502-9	N
Vendor Total:		4,926.28									
W0100 WITMER PUBLIC SAFETY GROUP INC											
19-01798	11/25/19	REPLACEMENT OF LEATHER GOODS									
1 REPLACEMENT OF LEATHER GOODS		250.00	9-01-25-240-001-043	B	Uniform Allowance/Leather Gds.	R	11/25/19	03/06/20		1990557.004	N
2 REPLACEMENT OF LEATHER GOODS		125.00	9-01-25-240-001-043	B	Uniform Allowance/Leather Gds.	R	11/25/19	03/06/20		1990557.002	N
3 REPLACEMENT OF LEATHER GOODS		52.50	9-01-25-240-001-043	B	Uniform Allowance/Leather Gds.	R	11/25/19	03/06/20		1990557.001	N
4 REPLACEMENT OF LEATHER GOODS		33.00	9-01-25-240-001-043	B	Uniform Allowance/Leather Gds.	R	11/25/19	03/06/20		1990557.002	N
5 REPLACEMENT OF LEATHER GOODS		31.00	9-01-25-240-001-043	B	Uniform Allowance/Leather Gds.	R	11/25/19	03/06/20		1990557.003	N
6 REPLACEMENT OF LEATHER GOODS		30.00	9-01-25-240-001-043	B	Uniform Allowance/Leather Gds.	R	11/25/19	03/06/20		1990557	N
7 REPLACEMENT OF LEATHER GOODS		38.50	9-01-25-240-001-043	B	Uniform Allowance/Leather Gds.	R	11/25/19	03/06/20		1990557.003	N

Vendor # Name		PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
Item	Description	Amount	Charge	Account	Acct Type	Description						
W0100	WITMER PUBLIC SAFETY GROUP INC Continued											
19-01798	11/25/19 REPLACEMENT OF LEATHER GOODS		Continued									
8	SHIPPING	25.00	9-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	03/06/20	03/06/20			1990557		N
		585.00										
	Vendor Total:	585.00										
Total Purchase Orders: 86 Total P.O. Line Items: 207 Total List Amount: 168,306.98 Total Void Amount: 0.00												

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	0-01	92,579.33	0.00	92,579.33	0.00	0.00	92,579.33
	0-09	69,875.20	0.00	69,875.20	0.00	0.00	69,875.20
Year Total:		162,454.53	0.00	162,454.53	0.00	0.00	162,454.53
CURRENT FUND	9-01	4,016.20	0.00	4,016.20	0.00	0.00	4,016.20
GENERAL CAPITAL	C-04	1,660.25	0.00	1,660.25	0.00	0.00	1,660.25
WATER/SEWER CAPITAL	C-08	176.00	0.00	176.00	0.00	0.00	176.00
Year Total:		1,836.25	0.00	1,836.25	0.00	0.00	1,836.25
Total of All Funds:		168,306.98	0.00	168,306.98	0.00	0.00	168,306.98

Resolution 2020-80

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

AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN HIGHTSTOWN BOROUGH AND ROBBINSVILLE TOWNSHIP FOR NEGOTIATIONS REGARDING A POLICE AND COURT FACILITY AND DISPATCH SERVICES

WHEREAS, Hightstown Borough (“Hightstown”) is in need of facilities for police and court operations (the “Services”); and

WHEREAS, Robbinsville Township (“Robbinsville”) is planning to build such a facility; and

WHEREAS, the Governing Bodies of both Robbinsville and Hightstown (the “Parties”) find that it would be in the best interests of the Parties to engage in negotiations relating to the proposed collective provision of the Services at the new facility to be constructed by Robbinsville and dispatch services through a Shared Services Agreement; and

WHEREAS, in furtherance thereof, the Parties have drafted the attached Memorandum of Understanding, which shall memorialize the steps to be undertaken and establish responsibilities as it relates to the negotiation of a Shared Services Agreement regarding the Services.

NOW, THEREFORE, BE IT RESOLVED, that the Hightstown Borough Council hereby authorizes the Mayor to execute, and the Clerk to attest, the attached Memorandum of Understanding with Robbinsville Township relating to the above.

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 16, 2020.

Margaret Riggio
Deputy Borough Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made this ____ day of _____, 2020, by and between:

THE BOROUGH OF HIGHTSTOWN ("Hightstown"), a municipal corporation of the State of New Jersey, with its temporary principal offices located at 156 Bank Street, Hightstown, New Jersey 08520; and

THE TOWNSHIP OF ROBBINSVILLE ("Robbinsville"), a municipal corporation of the State of New Jersey, with its principal offices located at 2298 Route 33, Robbinsville, New Jersey 08691.

(Hightstown and Robbinsville will be collectively referred to herein as the "Parties").

WHEREAS, subject to further negotiations, Robbinsville and Hightstown may wish to enter into a Shared Services Agreement, pursuant to N.J.S.A. 40:A:65-1, et seq., relating to the proposed construction by Robbinsville of certain new building(s) located in Robbinsville (the "Project") which will house a Shared Municipal Court for the Parties, as well as separate Police Department facilities for both Parties; and

WHEREAS, the Parties are also interested in including dispatch services as part of the proposed Shared Services Agreement; and

WHEREAS, the Governing Bodies of both Robbinsville and Hightstown find that it would be in the best interests of the Parties to engage in negotiations relating to the drafting of a proposed Shared Services Agreement concerning all of the above activities (collectively, the "Services"); and

WHEREAS, the purpose of this Memorandum of Understanding is to memorialize the steps to be undertaken regarding said negotiations concerning the Project and the Services.

NOW, THEREFORE, the Parties hereto wish to set forth in this Memorandum of Understanding their responsibilities as it relates to the negotiation of a Shared Services Agreement regarding the Project and the Services as follows:

1. The Parties will enter into negotiations immediately regarding the plans for construction of the Project, which shall include a Shared Municipal Court for the Parties, as well as facilities for the Hightstown Borough Police Department. The negotiations shall include terms and conditions for the leasing of space by Hightstown within the Project for these activities, as well as related issues concerning the operation of a Shared Municipal Court. The Parties shall also include dispatch services as part of the negotiations to be undertaken. It is the intention of the Parties to enter into a Shared Services Agreement concerning the Project and the Services within one hundred and twenty (120) days of the full

execution of this Memorandum of Understanding, with such Agreement to be subject to review and approval by the Governing Bodies of both Parties.

2. During such one hundred and twenty (120) day time period, the Parties shall not solicit or entertain any other proposals involving any other public entities for the Project or Services referenced herein, and shall engage in exclusive negotiations with each other regarding the Project and the Services.
3. If the Parties are unable to negotiate a Shared Services Agreement regarding the Project and the Services referenced herein during the one hundred and twenty (120) day time period, both Parties shall, prior to the expiration of such one hundred and twenty (120) days, report the status of the negotiations to their respective Governing Bodies. At such time, the Parties shall make a recommendation to their respective Councils, based upon which each Council shall determine, in its sole discretion, to either (a) extend the time for such negotiations for a reasonable period of time, if such extension is deemed likely to result in a satisfactory agreement, or (b) cease such negotiations.
4. Subject to the successful negotiation of the aforementioned Shared Services Agreement, Robbinsville will include construction of the Project (and all related expenses associated with the Project) in its budget for 2021.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be signed by their respective officers duly authorized, and have caused this Memorandum of Understanding to be dated as of the day and year written above.

ATTEST:

BOROUGH OF HIGHTSTOWN

Debra L. Sopronyi, Municipal Clerk

Lawrence Quattrone, Mayor

ATTEST:

TOWNSHIP OF ROBBINSVILLE

Michele Seigfried, Municipal Clerk

David Fried, Mayor

Resolution 2020-81

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

**EXTENDING A CONTRACT FOR REMOVAL, TRANSPORTATION,
DELIVERY AND DISPOSAL OF SLUDGE CAKE – WASTE MANAGEMENT
SERVICES OF NEW JERSEY, INC.**

WHEREAS, three (3) bids were received on November 2, 2018 for the removal, transportation, delivery and disposal of sludge cake for the advanced Wastewater Treatment Plant (AWWTP) in Hightstown Borough; and

WHEREAS, the contract was awarded to Waste Management Services of New Jersey, Inc. of Ewing, New Jersey at a per unit price of \$107 per ton with a total contract price of \$107,000.00

WHEREAS, the bid was for a period of one (1) year, said contract being awarded for a period of one (1) year with the Borough reserving the right to renew at the specified bid price for two (2) additional periods of six (6) months for a total time period of two (2) years; and

WHEREAS, the one year contract expired December 31, 2019; and,

WHEREAS, the Mayor and Council wish to renew the contract for removal, transportation, delivery and disposal of sludge cake for the period of January 1, 2020 – June 30, 2020; and

WHEREAS, this agreement may be further extended for up to one (1) additional six month term; and

WHEREAS, funds for this expenditure will be made available in the 2020 budget; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the present contract for removal, transportation, delivery and disposal of sludge cake is hereby extended with Waste Management Services of New Jersey for an additional six month period ending June 30, 2020, as detailed herein.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 16, 2020.

Margaret Riggio
Deputy Borough Clerk

Resolution 2020-82

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

RATIFYING THE MEMORANDUM OF AGREEMENT WITH THE HIGHTSTOWN MEMBERS OF LOCAL 32 OF THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION AFL-CIO – WHITE COLLAR UNIT FOR THE YEARS 2019, 2020 AND 2021, AND AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT RELATING THERETO

WHEREAS, the Borough of Hightstown and the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – White Collar Unit have negotiated a Memorandum of Agreement for the years 2019, 2020 and 2021; and

WHEREAS, a copy of the Memorandum of Agreement is attached hereto and made a part hereof; and

WHEREAS, the Memorandum of Agreement has been reviewed by all parties and ratified by the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – White Collar Unit; and

WHEREAS, it is the desire of the Mayor and Council that it be approved, ratified and executed by the appropriate representatives of the Borough; and

WHEREAS, it is also the desire of the Mayor and Council to authorize the appropriate Borough Officials to execute a new Collective Bargaining Agreement (“CBA”) with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – White Collar Unit for the years 2019, 2020 and 2021, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.

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

1. That the attached Memorandum of Agreement with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – White Collar Unit for the years 2019, 2020 and 2021, which agreement is on file in the Borough Clerk’s office, is hereby approved and ratified.
2. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, the attached Memorandum of Agreement with the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – White Collar Unit for the years 2019, 2020 and 2021.
3. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, a new CBA with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – White Collar Unit for the years 2019, 2020 and 2021, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.
4. That a certified copy of this Resolution shall be provided to each of the following:

- a. Hightstown Local 32 of the Office and Professional Employees International Union AFL-CIO
– White Collar Unit;
- b. Eric Bernstein, Labor Counsel.

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 16, 2020.

Margaret Riggio
Deputy Borough Clerk

**MEMORANDUM OF AGREEMENT BETWEEN THE BOROUGH
OF HIGHTSTOWN AND OPEIU LOCAL 32 (WHITE COLLAR UNIT)**

THIS MEMORANDUM OF AGREEMENT, by and between the BOROUGH OF HIGHTSTOWN (hereinafter referred to as the “Borough” or “Employer”) and OPEIU LOCAL 32 (WHITE COLLAR UNIT) (hereinafter referred to as “Union”), made and entered into on this 27 day of February, 2020.

WHEREAS, the parties above have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on December 31, 2018; and,

WHEREAS, the parties have arrived at a tentative agreement on terms and conditions of employment which are subject to ratification.

NOW, THEREFORE, and in consideration of the mutual covenant contained herein, the parties hereinabove referred hereby stipulated and agree as follows:

1. The provisions of this Memorandum of Agreement are subject to ratification by the respective parties to the contract.
2. The signatories below agree to recommend this Memorandum of Agreement for ratification by their respective constituencies.
3. All provisions of the Agreement, which expired on December 31, 2018, shall remain in full force and effect unless otherwise modified herein.
4. All proposals not covered herein made by either party during the course of negotiations have been deemed withdrawn.
5. Unless otherwise stated herein, all modifications shall be retroactive to January 1, 2019.
6. Duration: January 1, 2019 through December 31, 2021.
7. Article VII (Discipline) (page 6)
 - A. Change the interviewer from “employee’s Department Head” to “Borough Administrator” in §C.
 - B. Add the word “written” between “employee’s” and “request” in the first (1st) sentence of §D.
8. Article VIII (Dues Deduction and Agency Shop) (page 6)
 - A. Eliminate the words “Agency Shop” from the header.
 - B. Create a new §F with the following language:

“F. The United States Supreme Court decision in the case of Janus v. AFSCME, Council 31 outlawed the collection of agency fees in the public sector.

Therefore, the Employer will not collect agency fees while this remains the law.”

C. Re-letter all existing language starting with §F and through §L.

9. Article X (Salaries and Wages) (page 10)

A. Retroactive to January 1, 2019, the bargaining unit members shall receive a two (2.0%) percent increase if the employee was on the Borough’s active payroll as of the final execution date by all parties of this MOA, except for:

(1) Michael (Mickie) O’Connor – she shall receive a pro-rata share of the 2019 increase for the period of September 17, 2019 through December 31, 2019.

(2) Maryann Brown - she shall receive no increase for 2019.

B. Retroactive to January 1, 2020, the bargaining unit members shall receive a two (2.0%) percent increase.

C. Effective January 1, 2021, bargaining unit members shall receive a two (2.0%) percent increase.

10. Article XII (Vacations) (page 11)

A. Delete the last two (2) sentences of §D and replace as follows:

“If an employee is denied to take vacation due to Borough business requirements, the employee may carry said vacation over, with the Borough’s written approval, until the next calendar year upon which it shall be used or lost if not used in the next calendar year.”

B. Change from Department Head to Borough Administrator in §E, leave the language otherwise as is.

11. Article XIV (Personal Days) (page 13)

Add another personal day for bargaining unit members after one (1) year of employment, effective January 1, 2020.

12. Article XV (Sick Leave) (page 14)

Change “thirty” to “sixty” in §J.

13. Article XVI (Bereavement Leave) (page 12)

A. The day in §C shall be the day of the funeral.

B. The approval in §D shall be in writing.

14. Article XVIII (Injury Leave) (page 17)

A. Combine §C and §D; delete the second (2nd) sentence of §D and revise as follows:

“Failure to report said injury shall result in the denial to receive compensation and subject the employee to discipline up to and including termination.”

B. Revise §H as follows:

“An employee in violation of this Article will be subject to disciplinary action, up to and including termination.”

15. Article XIX (Maternity Leave) (page 18)

Delete the Article and replace with the Borough’s Family Leave Policy.

16. Article XXXI (Union Leave) (page 19)

The Union shall designate the steward and the day(s) in question at least thirty (30) working days in advance of the training/conference.

17. Article XXIV (Hospital and Medical Insurance) (page 20)

Delete §B in its entirety and have language that all bargaining unit members and applicable retirees shall be covered by the provisions of Chapter 78.

18. Article XXV (Personnel Files) (page 21)

Revise §B as follows:

“An employee covered under this Agreement shall, by a written request during normal business hours, review in the presence of the Borough Administrator or designee, any written evaluation reports or written complaints which may be contained in the employee’s personnel file. Upon written request, an employee shall receive, within a reasonable time after said request, a copy of any document in the employee’s personnel file.”

19. Article XXX (Layoff and Recall) (page 24)

A. Delete the phrase “delinquency or misconduct” and replace with “discipline” in §A.

B. All the days in §C(3) shall be calendar, except where the days say working, leave the designation working as is.

20. Article XXXI (Transfer) (page 25)

Change two (2) months to three (3) months in §C.

Resolution 2020-83

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

RATIFYING THE MEMORANDUM OF AGREEMENT WITH THE HIGHTSTOWN MEMBERS OF LOCAL 32 OF THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION AFL-CIO – BLUE COLLAR UNIT FOR THE YEARS 2019, 2020 AND 2021, AND AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT RELATING THERETO

WHEREAS, the Borough of Hightstown and the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – Blue Collar Unit have negotiated a Memorandum of Agreement for the years 2019, 2020 and 2021; and

WHEREAS, a copy of the Memorandum of Agreement is attached hereto and made a part hereof; and

WHEREAS, the Memorandum of Agreement has been reviewed by all parties and ratified by the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – Blue Collar Unit; and

WHEREAS, it is the desire of the Mayor and Council that it be approved, ratified and executed by the appropriate representatives of the Borough; and

WHEREAS, it is also the desire of the Mayor and Council to authorize the appropriate Borough Officials to execute a new Collective Bargaining Agreement (“CBA”) with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – Blue Collar Unit for the years 2019, 2020 and 2021, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.

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

1. That the attached Memorandum of Agreement with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – Blue Collar Unit for the years 2019, 2020 and 2021, which agreement is on file in the Borough Clerk’s office, is hereby approved and ratified.
2. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, the attached Memorandum of Agreement with the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – Blue Collar Unit for the years 2019, 2020 and 2021.
3. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, a new CBA with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – Blue Collar Unit for the years 2019, 2020 and 2021, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.
4. That a certified copy of this Resolution shall be provided to each of the following:

- a. Hightstown Local 32 of the Office and Professional Employees International Union AFL-CIO
– Blue Collar Unit;
- b. Eric Bernstein, Labor Counsel.

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 16, 2020.

Margaret Riggio
Deputy Borough Clerk

**MEMORANDUM OF AGREEMENT BETWEEN THE BOROUGH
OF HIGHTSTOWN AND OPEIU LOCAL 32 (BLUE COLLAR UNIT)**

THIS MEMORANDUM OF AGREEMENT, by and between the BOROUGH OF HIGHTSTOWN (hereinafter referred to as the "Borough" or "Employer") and OPEIU LOCAL 32 (BLUE COLLAR UNIT) (hereinafter referred to as "Union"), made and entered into on this 27 day of February, 2020.

WHEREAS, the parties above have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on December 31, 2018; and,

WHEREAS, the parties have arrived at a tentative agreement on terms and conditions of employment which are subject to ratification.

NOW, THEREFORE, and in consideration of the mutual covenant contained herein, the parties hereinabove referred hereby stipulated and agree as follows:

1. The provisions of this Memorandum of Agreement are subject to ratification by the respective parties to the contract.
2. The signatories below agree to recommend this Memorandum of Agreement for ratification by their respective constituencies.
3. All provisions of the Agreement, which expired on December 31, 2018, shall remain in full force and effect unless otherwise modified herein.
4. All proposals not covered herein made by either party during the course of negotiations have been deemed withdrawn.
5. Unless otherwise stated herein, all modifications shall be retroactive to January 1, 2019.
6. Duration: January 1, 2019 through December 31, 2021.
7. Article VII (Discipline) (page 4)
 - A. Add the following sentence to the end of §A:
 "The list above is illustrative and does not require it be used in the order of the list."
 - B. Change the interviewer from "employee's Department Head" to "Borough Administrator" in §C.
 - C. Add the word "written" between "employee's" and "request" in the first (1st) sentence of §D.

8. Article VIII (Dues Deduction and Agency Shop) (page 5)
 - A. Eliminate the words “Agency Shop” from the header.
 - B. Create a new §F with the following language:

“F. The United States Supreme Court decision in the case of Janus v. AFSCME, Council 31 outlawed the collection of agency fees in the public sector. Therefore, the Employer will not collect agency fees while this remains the law.”
 - C. Re-letter all existing language starting with §F through §L.
9. Article IX (Hours of Work and Overtime) (page 6)
 - A. Change the times to 7:00 AM and 6:00 PM with the Borough providing fourteen (14) calendar days notice to the employee(s) and the Union of a schedule change, except in the case of emergency, for Department of Public Works employees only.
 - B. The breaks shall not be used at the beginning of the shift and/or at the end of their shift and/or to extend their lunch break, at the beginning and/or at the end of same.
 - C. Add the phrase “if possible” to the existing §H.
 - D. Delete the phrase “where short notice is given” in the first (1st) sentence of the existing §I.
 - E. Revise the second (2nd) sentence of the existing §I as follows:

“Refusal to work overtime shall be cause for disciplinary action.”
 - F. Change “may” to “shall” in the existing §L.
 - G. All of the authorizations in the existing §Q shall be in writing.
10. Article X (Salaries and Wages) (page 7)
 - A. Retroactive to January 1, 2019, the bargaining unit members shall receive a two (2.0%) percent increase if the employee was on the Borough’s active payroll as of the final execution date by all parties of this MOA, except for:
 - (1) Bernard Jahn – he shall receive a pro-rata share of the 2019 increase for the period of August 21, 2019 through December 31, 2019.
 - (2) Nicholas Mitchell – he shall receive no increase for 2019.
 - B. Retroactive to January 1, 2020, the bargaining unit members shall receive a two (2.0%) percent increase.
 - C. Effective January 1, 2021, bargaining unit members shall receive a two (2.0%) percent increase.

D. The amounts in §G and §I are conditioned upon the eligible employee providing the necessary/required services to the Borough.

11. Article XII (Vacations) (page 9)

A. Delete the last two (2) sentences of §D and replace as follows:

“If an employee is denied to take vacation due to Borough business requirements, the employee may carry said vacation over, with Borough written approval, until the next calendar year upon which it shall be used or lost if not used in the next calendar year.”

B. Change from Department Head to Borough Administrator in the second (2nd) sentence of §E.

12. Article XIV (Personal Days) (page 10)

Add another personal day for bargaining unit members after one (1) year of employment, effective January 1, 2020.

13. Article XV (Sick Leave) (page 11)

Change “thirty” to “sixty” in §J.

14. Article XVI (Bereavement Leave) (page 12)

A. The day in §C shall be the day of the funeral.

B. The approval in §D shall be in writing.

15. Article XXIV (Hospital and Medical Insurance) (page 13)

Change of coverage shall be based on equivalent coverage.

16. Article XXV (Personnel Files) (page 13)

Revise the second (2nd) paragraph of §A as follows:

“An employee covered under this Agreement shall, by a written request during normal business hours, review, in the presence of the Borough Administrator or designee, any written evaluation reports or written complaints which may be contained in the employee’s personnel file. Upon written request, an employee shall receive, within a reasonable time after said request, a copy of any document in the employee’s personnel file.”

17. Article XXXI (Transfer) (page 15)

Change two (2) months to six (6) months in §C.

ATTEST:

By: Kary Bell
 Dated: 3/5/20

OPEIU LOCAL 32 (BLUE COLLAR
UNIT)

Greg Thutge
 Dated: 3/5/2020

ATTEST:

By: _____
 Debra L. Sopronyi, Borough Clerk

Dated: _____

BOROUGH OF HIGHTSTOWN

 Lawrence Quattrone, Mayor

Dated: _____

Resolution 2020-84

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

AUTHORIZING A REFUND BULK FOR GARBAGE FEE

WHEREAS, David Sanchez Martinez, 2 Grape Run Road, Hightstown, New Jersey paid for six (6) bulk stickers for bulk garbage pickup scheduled for March 3, 2020 with payment in the form of cash in the amount of \$30.00; and

WHEREAS, \$30.00 was deposited into account #0-01-08-105-600; and

WHEREAS, the resident no longer needed the bulk stickers and returned them to Hightstown Borough ; and

WHEREAS, the Department of Public Works has requested that a refund of the \$30.00 paid for said bulk garbage stickers be issued.

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Finance Department is hereby authorized and directed to issue a refund in the amount of \$30.00 to David Sanchez Martinez, 2 Grape Run Road, Hightstown, New Jersey, 08520, for bulk garbage stickers as stated herein.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 16, 2020.

Margaret Riggio
Deputy Borough Clerk

Resolution 2020-85

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING A TRANSFER OF FUNDS IN THE 2019 BUDGET

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the following transfers in the 2019 budget are hereby authorized:

<u>Current:</u>	<u>From</u>	<u>To</u>
Legal Services and Costs		
Other Expenses	\$ 8,000.00	\$ -
Financial Administration		
Salaries and Wages	10,000.00	
Group Insurance		
Other Expenses	21,000.00	-
Police Department		
Other Expenses	12,000.00	-
Board of Health		
Other Expenses	2,500.00	-
Celebration of Public Events		
Other Expenses	3,000.00	
Municipal Court		
Salaries and Wages	9,500.00	
Grant Writing		
Other Expenses	-	2,000.00
Municipal Clerk		
Salaries and Wages		7,000.00
Tax Collector		
Salaries and Wages	-	1,500.00
Planning and Zoning		
Salaries and Wages		2,000.00
Police Department		
Salaries and Wages		40,000.00

Board of Health

Salaries and Wages			4,000.00
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Street Lighting

Other Expenses			3,000.00
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Housing Code Enforcement

Salaries and Wages			6,500.00
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TOTALS	\$	66,000.00	\$	66,000.00
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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 16, 2020

Margaret Riggio
Deputy Borough Clerk

Resolution 2020-86

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS PRIOR TO ADOPTION OF THE 2020 BUDGET

WHEREAS, an emergent condition has arisen with respect to inadequate appropriation balances remaining in some line items of the 2020 temporary budget; and

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

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

WHEREAS, the total emergency temporary appropriations in resolutions adopted in the year 2020 pursuant to the provisions of N.J.S.A. 40A:4-20 (Chapter 96, P.L. 1951, as amended), including this resolution, total:

	THIS RESOLUTION	PREVIOUS TOTAL	CUMULATIVE TOTAL
Current	76,000.00	25,330.00	101,330.00
Capital Outlay – Current	0.00	0.00	0.00
Debt Service - Current	0.00	0.00	0.00
Water/Sewer	0.00	175,000.00	175,000.00
Capital Outlay – W/S	0.00	0.00	0.00
Debt Service - W/S	0.00	0.00	0.00
TOTAL	76,000.00	200,330.00	276,330.00

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

1. An emergency temporary appropriation is hereby made for each item listed on the schedules that are attached hereto and made a part hereof;
2. Each emergency appropriation listed will be provided for in the 2020 budget under the same title as written herein;
3. One certified copy of this resolution will be filed with the Director of Local Government Services, and a copy provided to the Chief Finance Officer.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 16, 2020.

Margaret Riggio
Deputy Borough Clerk

Borough of Hightstown
 Emergency Temporary No. 3
 3/16/2020

Current Fund

Collection of Taxes	Salaries and Wages	5,000.00
Grant Writing and Administration	Other Expenses	4,000.00
Group Insurance	Other Expenses	50,000.00
Sanitation/Solid Waste	Other Expenses	12,000.00
Maintenance of Parks	Salaries and Wages	5,000.00
Total Current Fund		<u>76,000.00</u>