

Agenda

Hightstown Borough Council

August 3, 2020

6:30 PM – Public Session

www.freeconferencecall.com

Dial-in number: (978) 990-5000

Access code: 845506#

Online meeting ID: hightstownborough

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 on the Borough Website.

Roll Call

Flag Salute

Approval of the Agenda

Engineering Items

Stockton Street Project Update

Lincoln Avenue, Hagemount Avenue & Rocky Brook Court Project Update

Resolution 2020-149 Authorizing Payment No. 1 and Change Order No. 1 – S&G Paving Construction (Improvements to Lincoln Avenue, Hagemount Avenue and Rocky Brook Court)

Resolution 2020-157 Authorizing Payment #6 and Change Order #2 – Reivax Contracting (Stockton Street Water Main Replacement)

Public Comment I

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

Ordinances

Ordinance 2020-04 Final Reading and Public Hearing Ordinance of the Borough of Hightstown, In the County of Mercer Adopting a New Redevelopment Plan for Tax Block 8, Lots 12-14; Tax Block 18, Lots 8-12; Tax Block 21, Lots 1-14, 20 and 26; and Tax Block 30, Lots 1-13

Ordinance 2020-07 Final Reading and Public Hearing An Ordinance to Establish Superior Officer Salaries for the Years 2019, 2020, and 2021

Ordinance 2020-08 Final Reading and Public Hearing An Ordinance to Establish Police Salaries for the Years 2019, 2020, and 2021

Ordinance 2020-09 First Reading and Introduction An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A:4-45.14)

Resolutions

2020-150 Payment of Bills

- 2020-151** Authorizing Payment to Richard Grubb and Associates (RGA) for Intensive-Level Historic Architectural Survey for Municipal Facilities Located at 230 Mercer Street
- 2020-152** Resolution Authorizing the Execution of an Agreement Between the Borough of Hightstown and the Township of Robbinsville to Share Municipal Court Facilities, Employees, Equipment and Supplies
- 2020-153** Amending Resolution 2019-115 Authorizing an Agreement for Architectural and Contract Administration Services for Municipal Facilities Located at 230 Mercer Street
- 2020-154** Resolution of the Borough Council of the Borough of Hightstown, New Jersey Approving the Issuance of bonds Related to Capital Improvements to be Undertaken by the Peddie School and Costs Associated Therewith

Consent Agenda

- 2020-155** Accepting Membership of Eduardo J. Yanez in Hightstown Engine Company No. 1
- 2020-156** Authorizing Emergency Temporary Appropriations 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.

New Business

2020 Budget Discussion

Subcommittee Reports

Mayor/Council/Administrative Reports

Executive Session

Resolution 2020-157 Authorizing a Meeting that Excludes the Public
Contract Negotiations – PRC Group
Attorney Client Privilege

Adjournment



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

1670 Whitehorse-Hamilton Square Rd.
Hamilton, New Jersey 08690
609-586-1141 fax 609-586-1143
www.RobertsEngineeringGroup.com

July 30, 2020

Mayor and Council
Borough of Hightstown
156 Bank Street
Hightstown, New Jersey 08520

Re: Stockton Street Water Main Replacement
Borough of Hightstown, Mercer County, New Jersey
Our File No.: H1676

Dear Mayor and Council:

I am writing to you to provide a status on the above referenced project. The Boroughs' contract with Reivax Contracting Corporation for the Stockton Street Water Main Replacement is still open even though the contract was scheduled for completion by December 2, 2019.

As you know, the contract was awarded to Reivax Contracting Corporation in the Summer of 2019. Construction was scheduled to begin on August 5, 2019 and end by December 2, 2019.

The Contractor delayed the start of construction without providing a reason for such and completed construction of the water system improvements on December 13, 2019. However, due to the weather, the Contractor was forced to demobilize until Spring 2020 to complete site restoration. Site restoration includes curbs, sidewalks, lawns, pavement trench restoration, pavement striping, and other incidentals.

On December 19, 2019, this office issued a letter to the Contractor which outlined various items that required repair. This letter also notified the Contractor that two of the pavement trenches had failed and needed to be repaired immediately. The Contractor did not return to the site to complete this work until May 2020 despite our objection and continued request for repairs.

The Contractor returned to the site in May 2020 to make the necessary repairs. However, none of the repairs were made in accordance with the contract documents and were of poor quality. All repairs were rejected. In addition, the Contractor utilized Borough Police for traffic control during these repairs.

The repairs made in May 2020 were ultimately rejected by this office, the Borough Superintendent of Public Works, and County Engineer because they did not comply with the contract requirements and construction details and were of poor quality.

The Contractor returned once again in July 2020 to redo the repair work as required. The Contractor had Borough Police on site for this work as well. In addition, a site meeting was held with the Contractor and the County Engineer on July 15, 2020 to review the trench restoration. At the July 15, 2020 meeting, the County Engineer confirmed that the two trenches noted in December had failed. He also noted that additional trenches had failed since the initial December 2019 inspection.

Stockton Street Water Main Replacement
Borough of Hightstown, Mercer County, New Jersey
Our File No.: H1676
Page 2 of 2

Since the July 15, 2020 meeting, the Contractor has requested reimbursement for costs associated with Police Traffic Control for all repair work and has requested a meeting to review limits of the trench repair. They have indicated that they are objecting to the scope of repairs as defined by the County Engineer.

In addition to the above, this office requested and received an additional \$8,000 from the Borough for excess inspection fees. These fees were required because of the extended duration of the contract due to the Contractor's non-compliance with the bid documents. Furthermore, we have since exceeded the additional \$8,000 budget and require additional funds to complete the outstanding inspections and closeout of the contract. I am unable to provide a specific estimate for additional fees as it is directly related to whether the Contractor will cooperate and comply with the contract documents. However, at this point I ask for an additional \$8,000.00 with the understanding that our fees could exceed this amount depending on the Contractor's response.

We are currently working with the Borough Attorney to review the Contractor's obligations as it relates to the contract. In addition, we will be recommending that funding be withheld from the Contractor for excess inspection fees and excess Police Traffic Control.

Should you have any questions, please do not hesitate to contact this office.

Very truly yours,



Carmela Roberts, P.E., C.M.E.
Borough Engineer

cc: Debra Sopronyi, RMC, CMR, QPA, Borough Administrator/Clerk
Peggy Riggio, RMC, CMR, Deputy Borough Clerk
George Lang, Borough CFO
Fred Raffetto, Esq., Borough Attorney
Ken Lewis, Borough Superintendent of Public Works
Cameron Corini, PE, CME, Roberts Engineering Group, LLC
Kelly Pham, Roberts Engineering Group, LLC



Roberts
 ENGINEERING GROUP LLC
 Women Business Enterprise Certified

July 30, 2020

1670 Whitehorse-Hamilton Square Rd.
 Hamilton, New Jersey 08690
 609-586-1141 fax 609-586-1143
www.RobertsEngineeringGroup.com

Mayor and Council
 Borough of Hightstown
 156 Bank Street
 Hightstown, New Jersey 08520

Re: Improvements to Lincoln Avenue,
 Hagemount Avenue, and Rocky Brook Court
 Borough of Hightstown, Mercer County, New Jersey
 Our File No.: H1749

Dear Mayor and Council:

As you know, the above referenced project has been awarded and construction has started. If you recall, the contract included limited water and sewer improvements based on Borough records available at the time of design. These records were reviewed in great detail by my office as well as the Borough's Water and Sewer Departments.

However, once the Contractor started excavating, we found that existing water service connections and sanitary lateral connections did not match the Borough records. It was found that additional water services have lead goosenecks and additional sewer laterals are orangeburg or terracotta pipe. These locations must be addressed in order to keep the water distribution system and sewer collection system operational in good working order.

In consultation with Borough Department of Public Works and S&G Paving, we were able to conduct additional test holes to determine the extent of the improvements required. We anticipate that up to an additional 17 water services will have to be replaced in order to eliminate the lead gooseneck connections.

Utilizing bid pricing as provided by the Contractor, we estimate the cost of this work to be approximately \$68,000.00.

The Borough adopted Ordinance 2018-21 which authorized the issuance of \$175,000.00 for water and sewer improvements on this contract. Of the \$175,000.00, approximately \$58,000 is included as part of the current contract with S&G Paving.

I am requesting that Mayor and Council authorize a change order in the amount of \$68,000.00 so that the necessary improvements can be made by the Contractor.

Should you have any questions, please do not hesitate to contact this office.

Very truly yours,

Carmela Roberts, P.E., C.M.E.
 Borough Engineer

cc: Debra Sopronyi, RMC, CMR, QPA, Borough Administrator/Clerk
 Peggy Riggio, RMC, CMR, Deputy Borough Clerk
 George Lang, Borough CFO
 Ken Lewis, Borough Superintendent of Public Works
 Cameron Corini, PE, CME, Roberts Engineering Group

Resolution 2020-149

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

**AUTHORIZING PAYMENT NO. 1 AND CHANGE ORDER NO. 1 – S & G PAVING
CONSTRUCTION (IMPROVEMENTS TO LINCOLN AVENUE, HAGEMOUNT
AVENUE AND ROCKY BROOK COURT)**

WHEREAS, on March 2, 2020, the Borough Council awarded a contract for Improvements to Lincoln Avenue, Hagemount Avenue and Rocky Brook Court in Hightstown Borough to S & G Paving Construction, Inc. of Monroe, New Jersey at the price of \$764,028.15; and

WHEREAS, the contractor has submitted Change Order No. 1, in the amount of \$17,100.00 which represents the removal of an additional tree, the replacement of the asphalt sidewalk at Association Park and the raising of an off-road manhole located behind Hagemount Avenue as requested by Borough Council which increases the contract by 2.24% to a total contract amount of \$781,128.15; and

WHEREAS, the contractor has submitted payment No. 1, in the amount of \$18,865.00, partial payment through July 14, 2020; and

WHEREAS, the Borough Engineer has recommended approval of Change order No. 1; and

WHEREAS, the Borough Engineer has recommended approval of payment No. 1, in the amount of \$18,865.00; and

WHEREAS, the Finance Officer has certified that funds are available for this expenditure.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown Change Order No. 1 and payment No. 1, in the amount of \$18,865.00 to S&G Paving Construction, Inc. of Monroe, New Jersey is hereby approved as detailed herein.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 3, 2020.

Margaret Riggio
Deputy Borough Clerk



MEMORANDUM

TO: Mayor and Council
Borough of Hightstown

FROM: Carmela Roberts, P.E., C.M.E. *CR*
Borough Engineer

DATE: July 27, 2020

RE: Improvements to Lincoln Avenue, Hagemount Avenue and Rocky Brook Court
Payment No. 1
Our File No.: H1749

Attached please find the following in reference to Payment No. 1 which is a partial payment through July 14, 2020 for tree and stump removal:

1. Payment No. 1
2. Invoice No. 1
3. Change Order No. 1

This payment includes Change Order No. 1 for additional work as requested by the Borough. During the tree removal phase, the Borough requested that an additional tree be removed at #305 Lincoln Avenue. This will be paid per the standard bid items in the contract. Supplemental pay items S-1 and S-2 were also added at the Borough request. These are for the replacement of the asphalt sidewalk at Association Park and the raising of an off-road manhole located behind Hagemount Avenue. Change Order No. 1 increases the contract by \$17,100.00 (2.24%).

I recommend payment be made to S & G Paving Construction, Inc. in the amount of \$18,865.00 subject to the receipt of certified payrolls.

Should you have any questions, please do not hesitate to call.

cc: Debra Sopronyi, RMC, CMR, QPA, Borough Administrator/Clerk
Peggy Riggio, RMC, CMR, Borough Deputy Borough Clerk
George Lang, Borough CFO
Stan Werchinski, S&G Paving Construction, Inc.
Cameron Corini, PE, CME, Roberts Engineering Group, LLC
Kelly Pham, Roberts Engineering Group, LLC



PAYMENT No. 1
IMPROVEMENTS TO LINCOLN AVENUE, HAGEMONT AVENUE, AND ROCKY BROOK COURT
Borough of Hightstown, Mercer County, New Jersey
July 27, 2020
File No.: H1749

Item No.	Description	Contract Quantity	Units	Total As-Built Quantity	As-Built This Period	Unit Price	Total Cost
1	Mobilization	1.00	LS	0.00	0.00	\$2,500.00	\$0.00
2	Clearing Site	1.00	LS	0.00	0.00	\$7,500.00	\$0.00
3	Project Video	1.00	LS	0.00	0.00	\$500.00	\$0.00
4	Traffic Director, Flagger	80.00	HOUR	0.00	0.00	\$25.00	\$0.00
5	Traffic Cones	25.00	UNIT	0.00	0.00	\$0.01	\$0.00
6	Drums	10.00	UNIT	0.00	0.00	\$0.01	\$0.00
7	Breakway Barricade	7.00	UNIT	0.00	0.00	\$0.01	\$0.00
8	Construction Sign 'B' (60"x30")	3.00	UNIT	0.00	0.00	\$0.01	\$0.00
9	Construction Sign 'C' (72"x60")	2.00	UNIT	0.00	0.00	\$950.00	\$0.00
10	Construction Sign 'D' (36"x12")	1.00	UNIT	0.00	0.00	\$450.00	\$0.00
11	Inlet Filter, Type 2	20.00	UNIT	0.00	0.00	\$50.00	\$0.00
12	Silt Fence	300.00	LF	0.00	0.00	\$1.00	\$0.00
13	Excavation, Test Pit	30.00	CY	0.00	0.00	\$25.00	\$0.00
14	Tree & Stump Removal - 6" and Less	1.00	UNIT	1.00	1.00	\$500.00	\$500.00
15	Tree & Stump Removal - 7"-12"	1.00	UNIT	1.00	1.00	\$750.00	\$750.00
16	Tree & Stump Removal - 13"-18"	1.00	UNIT	1.00	1.00	\$1,000.00	\$1,000.00
17	Tree & Stump Removal - 19"-24"	1.00	UNIT	1.00	1.00	\$1,500.00	\$1,500.00
18	Tree & Stump Removal - 25"-30"	2.00	UNIT	2.00	2.00	\$2,000.00	\$4,000.00
19	Tree & Stump Removal - 31"-36"	1.00	UNIT	1.00	1.00	\$2,500.00	\$2,500.00
20	Tree & Stump Removal - 37"-42"	2.00	UNIT	3.00	3.00	\$3,000.00	\$9,000.00
21	6" PVC Sanitary Lateral	466.00	LF	0.00	0.00	\$50.00	\$0.00
22	PVC Cleanout, Sanitary	20.00	UNIT	0.00	0.00	\$500.00	\$0.00
23	Sanitary Manhole Frame and Cover	13.00	UNIT	0.00	0.00	\$750.00	\$0.00
24	6" Insertion Valve	2.00	UNIT	0.00	0.00	\$900.00	\$0.00
25	Fire Hydrant Assembly, Complete	2.00	UNIT	0.00	0.00	\$4,500.00	\$0.00
26	1" Type 'K' Copper Water Service	30.00	LF	0.00	0.00	\$90.00	\$0.00
27	Curb Valve and Box	1.00	UNIT	0.00	0.00	\$1,250.00	\$0.00
28	Type 'A' Inlet with Frame and Bicycle Safe Grate	1.00	UNIT	0.00	0.00	\$2,250.00	\$0.00
29	Type 'B' Inlet with Frame, Bicycle Safe Grate, and 6" Type 'N' Eco Curb Piece	2.00	UNIT	0.00	0.00	\$2,500.00	\$0.00
30	Doghouse Type 'E' Inlet with Frame and Bicycle Safe Grate	1.00	UNIT	0.00	0.00	\$2,850.00	\$0.00
31	4" Dia. Storm Doghouse Manhole with Frame and Cover	1.00	UNIT	0.00	0.00	\$2,850.00	\$0.00
32	Modified Type 'A' Inlet with Frame and Cover	1.00	UNIT	0.00	0.00	\$2,400.00	\$0.00
33	Modified Type 'B' Inlet with Frame, Bicycle Safe Grate, and 4" Type 'N' Eco Curb Piece	1.00	UNIT	0.00	0.00	\$2,850.00	\$0.00
34	Modified Type 'B' Inlet with Frame, Bicycle Safe Grate, and 6" Type 'N' Eco Curb Piece	3.00	UNIT	0.00	0.00	\$2,850.00	\$0.00
35	Modified Type 'E' Inlet with Frame and Bicycle Safe Grate	1.00	UNIT	0.00	0.00	\$3,000.00	\$0.00
36	Remove and Replace Type 'B' Inlet Frame and Grate with Frame, Bicycle Safe Grate and 6" Type 'N' Eco Curb Piece	1.00	UNIT	0.00	0.00	\$950.00	\$0.00
37	Remove and Replace Type 'B' Inlet Frame and Grate with Frame, Bicycle Safe Grate and 8" Type 'N' Eco Curb Piece	4.00	UNIT	0.00	0.00	\$950.00	\$0.00
38	Lawn Inlet	6.00	UNIT	0.00	0.00	\$1,250.00	\$0.00
39	Remove and Replace Storm Manhole Frame and Cover	1.00	UNIT	0.00	0.00	\$750.00	\$0.00
40	Connect to Existing Manhole	1.00	UNIT	0.00	0.00	\$650.00	\$0.00
41	12" Reinforced Concrete Pipe	150.00	LF	0.00	0.00	\$55.00	\$0.00
42	8" Ductile Iron Pipe	424.00	LF	0.00	0.00	\$75.00	\$0.00
43	6" Perforated HDPE Underdrain	1,086.00	LF	0.00	0.00	\$45.00	\$0.00
44	4" HDPE Storm Pipe	207.00	LF	0.00	0.00	\$42.00	\$0.00
45	PVC Cleanout, Storm	28.00	UNIT	0.00	0.00	\$650.00	\$0.00
46	6"x8"x18" Concrete Vertical Curb	4,440.00	LF	0.00	0.00	\$22.00	\$0.00
47	Concrete Sidewalk, 4" Thick	809.00	SY	0.00	0.00	\$85.00	\$0.00
48	Reinforced Concrete Sidewalk, 6" Thick	325.00	SY	0.00	0.00	\$99.00	\$0.00



1670 Whitehorse-Hamilton Square Rd.
Hamilton, New Jersey 08690
609-586-1141 fax 609-586-1143
www.RobertsEngineeringGroup.com



224C Forsgate Drive
Jamesburg, NJ 08831
732-521-1936 www.SGPaving.net

Invoice

Date	Invoice #
7/14/2020	5366

Bill To
Borough of Hightstown 156 Bank Street Hightstown, NJ

Project
Paving Improvements to Lincoln Avenue, Hagemount Avenue and Rocky Brook Court Requisition #1

		Terms	Due Date
			7/14/2020
Description	Quantity	Rate	Amount
Tree and Stump Removal 6" or Less (Each)	1	500.00	500.00
Tree and Stump Removal 7-12" (Each)	1	750.00	750.00
Tree and Stump Removal 13-18" (Each)	1	1,000.00	1,000.00
Tree and Stump Removal 19-24" (Each)	1	1,500.00	1,500.00
Tree and Stump Removal 25-30" (Each)	2	2,000.00	4,000.00
Tree and Stump Removal 31-36" (Each)	1	2,500.00	2,500.00
Tree and Stump Removal 37-42" (Each)	2	3,000.00	6,000.00
Additional Large Oak at 305 Tree and Stump Removal 37-42" (Each)	1	3,000.00	3,000.00
		Total	\$19,250.00
		Payments/Credits	\$0.00
		Balance Due	\$19,250.00

Phone #	Fax #
(732) 521-1936	(732) 521-3104

**Improvements to Lincoln Avenue, Hagemount Avenue, and Rocky Brook Court
Borough of Hightstown, Mercer County
CHANGE ORDER No. 1**

Project	Improvements to Lincoln Avenue, Hagemount Avenue, and Rocky Brook Court
Municipality	Borough of Hightstown
County	Mercer County
Contractor	S&G Paving Construction, Inc.

In accordance with the project Specification, the following are changes in the contract.

Location and Reason for Change (Attach additional sheets if required) -

Remove an additional tree at #305 Lincoln Avenue per Borough request under Pay Item 20.

Add supplemental items for replacement of the asphalt sidewalk at Association Park and raising an off-road manhole at Hagemount Avenue.

EXTRA

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>		<u>Unit Price</u>	<u>Amount</u>
20	Tree & Stump Removal - 37"-42"	1.00	UNIT	\$3,000.00	\$3,000.00
					<u>\$3,000.00</u>

SUPPLEMENTAL

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>		<u>Unit Price</u>	<u>Amount</u>
S-1	Association Park Asphalt Sidewalks	1.00	LS	\$13,000.00	\$13,000.00
S-2	Raise Manhole	1.00	UNIT	\$1,100.00	\$1,100.00
					<u>\$14,100.00</u>

REDUCTION

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>		<u>Unit Price</u>	<u>Amount</u>
					<u>\$0.00</u>

Amount of Original Contract \$764,028.15

Adjusted Amount Based on Change

Order No. 1 \$781,128.15

% Change in Contract 2.24 %
[(+) Increase or (-) Decrease]

Extra	\$3,000.00
Supplemental	\$14,100.00
Reduction	\$0.00
Total Change	\$17,100.00


.....
(Engineer)

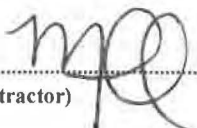
7/27/20
.....
(Date)

.....
(Local Aid)

.....
(Date)

.....
(Presiding Officer)

.....
(Date)


.....
(Contractor)

7/27/20
.....
(Date)

Resolution 2020-157

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

AUTHORIZING PAYMENT #6 AND CHANGE ORDER #2 – REIVAX CONTRACTING (STOCKTON STREET WATER MAIN REPLACEMENT)

WHEREAS, on April 24, 2019, the Borough Council awarded a contract for the Stockton Street Water Main Replacement to Reivax Contracting of Newark, New Jersey at the price of \$933,750.00; and

WHEREAS, the contractor has submitted change order #2 which decreases the contract by \$250.00; and

WHEREAS, the contractor has submitted payment request #6 for partial payment through July 22, 2020 for, police traffic directors, concrete curb and sidewalk, topsoil, fertilizer, lateral repair and lateral installation in the total amount of \$48,291.17; and

WHEREAS, the Borough Engineer has rejected \$7,489.80 from the requested amount which represents police traffic directors that were on site during work that was previously rejected by the Engineer and made to be redone; and

WHEREAS, the Borough Engineer has recommended approval of Change order #2; and

WHEREAS, the Borough Engineer has recommended approval of payment #6 to Reivax Contracting of Newark, New Jersey in the amount of \$40,951.16; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that Change Order #2 and Payment Request #6 to Reivax Contracting of Newark, New Jersey for \$40,951.16, is hereby approved as detailed herein, and the CFO is authorized to issue same.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 3, 2020.

Margaret Riggio
Deputy Borough Clerk



MEMORANDUM

TO: Mayor and Council
Borough of Hightstown

FROM: Carmela Roberts, P.E., C.M.E. *CR*
Borough Engineer

DATE: July 31, 2020

RE: Stockton Street Water Main Replacement
Payment No. 6
Our File No.: H1676

Attached please find the following in reference to Payment No. 6 which is a partial payment through July 22, 2020 for concrete curb and sidewalk, topsoil, fertilizer, lateral repair, and lateral installation.

1. Payment No. 6
2. Invoice No. 6
3. Change Order No. 2

Please note that the quantity invoiced for Pay Item No. 5 - Police Traffic Directors has been rejected by this office. The contractor has invoiced \$18,443.70 for this pay item. However, that cost includes hours for Police Traffic Directors that were on site during punch list work when the Contractor was replacing concrete that was rejected by this office. Therefore, we have reduced this pay item by \$7,489.80 for a total of \$10,953.90 so that the Borough does not incur costs due to errors by the Contractor. This has been reviewed in consultation with the Borough Attorney and Borough Administrator.

Payment No. 6 includes quantities for concrete curb and sidewalk. Some of the concrete was completed in 2019, but was rejected by this office because it did not comply with the contract documents. When the Contractor requested payment for these items, we rejected the invoice as the work was not acceptable. We are now recommending payment for the concrete related items because they have since returned twice to redo them. The recent concrete work was found to be acceptable and complies with the contract documents.

Change Order No. 2 is enclosed and adjusts pay items to as-built quantities and provides supplemental pay items for sanitary lateral repairs and replacement. During construction, the Borough was unable to locate and mark the location of existing laterals because as-built records were not accurate. Because the location of the laterals was unknown, the Contractor damaged some during excavations for the new water main which required repairs or replacement. Although this work was completed in November 2019, the Contractor was unable to provide backup documentation until recently. Change Order No. 2 decreases the contract by \$250.00.

I recommend payment be made to Reivax Contracting in the amount of \$40,951.16, subject to receipt of certified payrolls.

Should you have any questions, please do not hesitate to call.

cc: Debra Sopronyi, RMC, CMR, QPA, Borough Administrator/Clerk
Peggy Riggio, RMC, CMR, Borough Deputy Borough Clerk
Mickie O'Conner, Borough Accounts Payable
George Lang, Borough CFO
Monika Patel, Borough Assistant Finance Officer
Frederick Raffetto, Esq. Borough Attorney
Ken Lewis, Borough Superintendent of Public Works
Cameron Corini, PE, Roberts Engineering Group, LLC
Kelly Pham, Roberts Engineering Group, LLC



4

July 31, 2020

Item No.	Description	Contract Quantity	Units	Total As-Built Quantity	As-Built This Period	Unit Price	Total Cost
1	Mobilization	1.00	LS	1.00	0.00	\$8,800.00	\$8,800.00
2	Site Clearing	1.00	LS	1.00	0.05	\$20,000.00	\$20,000.00
3	Project Video & Photographs	1.00	LS	1.00	0.00	\$1,800.00	\$1,800.00
4	Traffic Control	1.00	LS	1.00	0.00	\$2,700.00	\$2,700.00
5	Police Traffic Directors	1,000.00	HOURL	914.91	115.30	\$95.00	\$86,915.99
6	Inlet Protection	6.00	EA	0.00	0.00	\$1.00	\$0.00
7	Test Holes, If & Where Directed	200.00	CY	81.24	0.00	\$250.00	\$20,309.72
8	8" HDPE Water Main	2,005.00	LF	1,624.00	0.00	\$105.00	\$170,520.00
9	6" HDPE Water Main	15.00	LF	0.00	0.00	\$105.00	\$0.00
10	4" HDPE Water Main	24.00	LF	0.00	0.00	\$70.00	\$0.00
11	8" x 8" Wet Tap and Valve	3.00	EA	0.00	0.00	\$7,000.00	\$0.00
12	4" X 4" Wet Tap and Valve	3.00	EA	0.00	0.00	\$5,100.00	\$0.00
13	8" Insertion Valve	6.00	EA	3.00	0.00	\$9,000.00	\$27,000.00
14	4" Insertion Valve	4.00	EA	4.00	0.00	\$7,700.00	\$30,800.00
15	8" Gate Valve	16.00	EA	11.00	0.00	\$3,900.00	\$42,900.00
16	6" Gate Valve	4.00	EA	1.00	0.00	\$3,500.00	\$3,500.00
17	4" Gate Valve	2.00	EA	0.00	0.00	\$3,300.00	\$0.00
18	2" Gate Valve	1.00	EA	0.00	0.00	\$2,900.00	\$0.00
19	10" x 10" x 8" D.I. Tee	1.00	EA	1.00	0.00	\$1.00	\$1.00
20	8" X 8" HDPE Tee	4.00	EA	0.00	0.00	\$1.00	\$0.00
21	8" x 6" HDPE Tee	8.00	EA	0.00	0.00	\$1.00	\$0.00
22	8" x 4" HDPE Tee	2.00	EA	0.00	0.00	\$1.00	\$0.00
23	8" Cap	7.00	EA	8.00	0.00	\$1.00	\$8.00
24	6" Cap	1.00	EA	2.00	0.00	\$1.00	\$2.00
25	4" Cap	1.00	EA	6.00	0.00	\$1.00	\$6.00
26	Fire Hydrant Assembly	4.00	EA	7.00	0.00	\$7,000.00	\$49,000.00
27	1" Crosslinked Polyethylene Water Service	1,145.00	LF	845.00	0.00	\$60.00	\$50,700.00
28	2" Crosslinked Polyethylene Water Service	25.00	LF	72.00	0.00	\$170.00	\$12,240.00
29	Abandon Existing Water Main in Place	1.00	LS	1.00	0.00	\$7,500.00	\$7,500.00
30	Select Fill, If & Where Directed	100.00	CY	0.00	0.00	\$1.00	\$0.00
31	1-1/2" Clean Stone, If & Where Directed	100.00	CY	0.00	0.00	\$1.00	\$0.00
32	Concrete Curb, 4000 PSI, If & Where Directed	525.00	LF	274.00	274.00	\$28.00	\$7,672.00
33	Concrete Sidewalk, 4000 PSI, 4" Thick, If & Where Directed	200.00	SY	111.11	81.11	\$100.00	\$11,111.00
34	Permanent Pavement Restoration	1,970.00	SY	1,188.89	0.00	\$60.00	\$71,333.67
35	24" Wide Yellow Epoxy Pavement Striping	20.00	LF	0.00	0.00	\$7.00	\$0.00
36	24" Wide White Thermoplastic Pavement Striping	425.00	SF	0.00	0.00	\$5.00	\$0.00
37	8" Wide White Thermoplastic Pavement Striping	200.00	SF	0.00	0.00	\$4.00	\$0.00
38	4" Wide Double Yellow Epoxy Pavement Striping	5,400.00	LF	0.00	0.00	\$1.00	\$0.00
39	4" Wide White Epoxy Pavement Striping	175.00	LF	0.00	0.00	\$1.00	\$0.00
40	Arrow 'Only' Pavement Marking	1.00	EA	0.00	0.00	\$550.00	\$0.00
41	Topsoiling, 5" Thick	700.00	SY	700.00	700.00	\$1.00	\$700.00
42	Fertilizer, Seed and Mulch	700.00	SY	700.00	700.00	\$1.00	\$700.00
43	Fuel Price Adjustment	1.00	LS	0.00	0.00	\$5,000.00	\$0.00
44	Asphalt Price Adjustment	1.00	LS	0.00	0.00	\$7,500.00	\$0.00
45	Allowance	1.00	LS	0.00	0.00	\$50,000.00	\$0.00
S-1	6" Insertion Valve	1.00	LS	1.00	0.00	\$8,350.00	\$8,350.00
S-2	Connect Existing Copper Water Service to New Water Main	14.00	EA	14.00	0.00	\$600.00	\$8,400.00
S-3	Water Service Curb Valve and Box	7.00	EA	7.00	0.00	\$600.00	\$4,200.00
S-4	4" DIP	2.00	LF	2.00	0.00	\$90.00	\$180.00
S-5	6" DIP	56.00	LF	56.00	0.00	\$125.00	\$7,000.00
S-6	8" DIP	172.00	LF	172.00	0.00	\$130.00	\$22,360.00
S-7	10" DIP	3.00	LF	3.00	0.00	\$300.00	\$900.00
S-8	12/11/19 2" Water Service Installation for Grace N. Roberts Elementary School	1.00	LS	1.00	0.00	\$2,018.38	\$2,018.38
S-9	12/12/19 2" Water Service Installation for Walter C. Black Elementary School	1.00	LS	1.00	0.00	\$2,464.58	\$2,464.58
S-10	Repair 6" Lateral	3.00	EA	3.00	3.00	\$750.00	\$2,250.00
S-11	Furnish & Install 4" Lateral	4.00	EA	4.00	4.00	\$2,600.00	\$10,400.00
TOTAL WORK COMPLETED							\$694,742.34
LESS: RETAINAGE		2%					\$13,894.85
SUBTOTAL							\$680,847.49
LESS: PREVIOUS PAYMENTS							\$639,896.33
TOTAL AMOUNT DUE							\$40,951.16
AMOUNT OF ORIGINAL CONTRACT							\$933,750.00
AMOUNT OF ORIGINAL CONTRACT ADJUSTED BY CHANGE ORDER NOS. 1 & 2 (%)							\$946,769.96

REIVAX CONTRACTING CORP.

INVOICE

68 Finderne Ave.
Bridgewater, NJ 08807

Date	Invoice #
7/22/2020	1908-06

Borough of Hightstown
156 Bank Sreet
Highstown, NJ 08520

Reivax Project #	Customer P.O.	Project Name	Customer Project #
19-08		19-08 Stockton Stree...	

Bid Item	Description	Qty	Rate	Previous Qty	Total Qty to...	Amount
19-08 Hights... RETAINAGE	Invoice #1908-06		49,276.70 -2.00%			49,276.70 -985.53
				Balance Due		
				\$48,291.17		

Phone #	Fax #
908-864-4253	908-864-4257

REIVAX CONTRACTING CORP.
68 FINDERNE AVE
BRIDGEWATER, NJ 08807

TEL: 908-864-4253
FAX: 908-864-4257

PROJECT: Hightstown - Stockton Street Water Main Replacement

Item	Description	Quantity	UNIT	Unit Cost	Total	Invoice #1908-06 (Period of 12/16/19 to 7/20/20)		QTY 2 DATE	PAID 2 DATE	Short Pay's to Date	% COMPLETE
1	Mobilization	1	LS	\$ 8,800.00	\$ 8,800.00	0.00	\$ -	1.00	\$ 8,800.00		100%
2	Site Clearing	1	LS	\$ 20,000.00	\$ 20,000.00	0.05	\$ 1,000.00	1.00	\$ 20,000.00		100%
3	Project Video & Photographs	1	LS	\$ 1,800.00	\$ 1,800.00	0.00	\$ -	1.00	\$ 1,800.00		100%
4	Traffic Control	1	LS	\$ 2,700.00	\$ 2,700.00	0.00	\$ -	1.00	\$ 2,700.00		100%
5	Police Traffic Directors - \$95/hrs	1,000	HOURS	\$ 95.00	\$ 95,000.00	194.14	\$ 18,443.70	993.75	\$ 94,405.79		99%
6	Inlet Protection	6	EA	\$ 1.00	\$ 6.00	0.00	\$ -	0.00	\$ -		0%
7	Test Holes, If & Where Directed	200	CY	\$ 250.00	\$ 50,000.00	0.00	\$ -	81.24	\$ 20,309.72		41%
8	8" HDPE Water Main	2,005	LF	\$ 105.00	\$ 210,525.00	0.00	\$ -	1624.00	\$ 170,520.00		81%
9	6" HDPE Water Main	15	LF	\$ 105.00	\$ 1,575.00	0.00	\$ -	0.00	\$ -		0%
10	4" HDPE Water Main	24	LF	\$ 70.00	\$ 1,680.00	0.00	\$ -	0.00	\$ -		0%
11	8" x 8" Wet Tap and Valve	3	EA	\$ 7,000.00	\$ 21,000.00	0.00	\$ -	0.00	\$ -		0%
12	4" x 4" Wet Tap and Valve	3	EA	\$ 5,100.00	\$ 15,300.00	0.00	\$ -	0.00	\$ -		0%
13	8" Insertion Valve	6	EA	\$ 9,000.00	\$ 54,000.00	0.00	\$ -	3.00	\$ 27,000.00		50%
14	4" Insertion Valve	4	EA	\$ 7,700.00	\$ 30,800.00	0.00	\$ -	4.00	\$ 30,800.00		100%
15	8" Gate Valve	16	EA	\$ 3,900.00	\$ 62,400.00	0.00	\$ -	11.00	\$ 42,900.00		69%
16	6" Gate Valve	4	EA	\$ 3,500.00	\$ 14,000.00	0.00	\$ -	1.00	\$ 3,500.00		25%
17	4" Gate Valve	2	EA	\$ 3,300.00	\$ 6,600.00	0.00	\$ -	0.00	\$ -		0%
18	2" Gate Valve	1	EA	\$ 2,900.00	\$ 2,900.00	0.00	\$ -	0.00	\$ -		0%
19	10" x 10" x 8" D.I. Tee	1	EA	\$ 1.00	\$ 1.00	0.00	\$ -	1.00	\$ 1.00		100%
20	8" x 8" HDPE Tee	4	EA	\$ 1.00	\$ 4.00	0.00	\$ -	0.00	\$ -		0%
21	8" x 6" HDPE Tee	8	EA	\$ 1.00	\$ 8.00	0.00	\$ -	0.00	\$ -		0%
22	8" x 4" HDPE Tee	2	EA	\$ 1.00	\$ 2.00	0.00	\$ -	0.00	\$ -		0%
23	8" Cap	7	EA	\$ 1.00	\$ 7.00	0.00	\$ -	8.00	\$ 8.00		114%
24	6" Cap	1	EA	\$ 1.00	\$ 1.00	0.00	\$ -	2.00	\$ 2.00		200%
25	4" Cap	1	EA	\$ 1.00	\$ 1.00	0.00	\$ -	6.00	\$ 6.00		600%
26	Fire Hydrant Assembly	4	EA	\$ 7,000.00	\$ 28,000.00	0.00	\$ -	7.00	\$ 49,000.00		175%
27	1" Crosslinked Polyethylene Water Service	1,145	LF	\$ 60.00	\$ 68,700.00	0.00	\$ -	845.00	\$ 50,700.00		74%
28	2" Crosslinked Polyethylene Water Service	25	LF	\$ 170.00	\$ 4,250.00	0.00	\$ -	72.00	\$ 12,240.00		288%
29	Abandon Existing Water Main in Place	1	LS	\$ 7,500.00	\$ 7,500.00	0.00	\$ -	1.00	\$ 7,500.00		100%
30	Select Fill, If & Where Directed	100	CY	\$ 1.00	\$ 100.00	0.00	\$ -	0.00	\$ -		0%
31	1-1/2" Clean Stone, If & Where Directed	100	CY	\$ 1.00	\$ 100.00	0.00	\$ -	0.00	\$ -		0%
32	Concrete Curb, 4000 PSI, If & Where Directed	525	LF	\$ 28.00	\$ 14,700.00	274.00	\$ 7,672.00	274.00	\$ 7,672.00		52%
33	Concrete Sidewalk, 4000 PSI, 4" Thick, If & Where Directed	200	SY	\$ 100.00	\$ 20,000.00	81.11	\$ 8,111.00	111.11	\$ 11,111.00		56%
34	Permanent Pavement Restoration	1,970	SY	\$ 60.00	\$ 118,200.00	0.00	\$ -	1188.89	\$ 71,333.67		60%
35	24" Wide Yellow Epoxy Pavement Striping	20	LF	\$ 7.00	\$ 140.00	0.00	\$ -	0.00	\$ -		0%
36	24" Wide White Thennoplastic Pavement Striping	425	SF	\$ 5.00	\$ 2,125.00	0.00	\$ -	0.00	\$ -		0%
37	8" Wide White Thennoplastic Pavement Striping	200	SF	\$ 4.00	\$ 800.00	0.00	\$ -	0.00	\$ -		0%
38	4" Wide Double Yellow Epoxy Pavement Striping	5,400	LF	\$ 1.00	\$ 5,400.00	0.00	\$ -	0.00	\$ -		0%
39	4" Wide White Epoxy Pavement Striping	175	LF	\$ 1.00	\$ 175.00	0.00	\$ -	0.00	\$ -		0%
40	Arrow/Only Pavement Marking	1	EA	\$ 550.00	\$ 550.00	0.00	\$ -	0.00	\$ -		0%
41	Topsoiling, 5" Thick	700	SY	\$ 1.00	\$ 700.00	700.00	\$ 700.00	700.00	\$ 700.00		100%
42	Fertilizer, Seed, and Mulch	700	SY	\$ 1.00	\$ 700.00	700.00	\$ 700.00	700.00	\$ 700.00		100%
43	Fuel Price Adjustment	1	ALLOW	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -		0%
44	Asphalt Price Adjustment	1	ALLOW	\$ 7,500.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -		0%
45	Allowance	1	ALLOW	\$ 50,000.00	\$ 50,000.00	0.00	\$ -	0.00	\$ -		0%
CHANGE ORDER REQUESTS											
CR1	6" Insertion Valve (Completed During Payment #1)	1	LS	\$ 8,350.00	\$ 8,350.00		\$ -	1.00	\$ 8,350.00		100%
CR2	Connect Existing Copper Water Service to New Water Main (Approved)	40	EA	\$ 600.00	\$ 24,000.00		\$ -	14.00	\$ 8,400.00		35%
CR3	Water Service Curb Valve and Box (Approved)	41	EA	\$ 600.00	\$ 24,600.00		\$ -	7.00	\$ 4,200.00		17%
CR4	4" DIP (Approved 10/29/19 by C.C.)	40	LF	\$ 90.00	\$ 3,600.00		\$ -	2.00	\$ 180.00		5%
CR5	6" DIP (Approved 10/29/19 by C.C.)	40	LF	\$ 125.00	\$ 5,000.00		\$ -	56.00	\$ 7,000.00		140%
CR6	8" DIP (Approved 10/29/19 by C.C.)	40	LF	\$ 130.00	\$ 5,200.00		\$ -	172.00	\$ 22,360.00		430%
CR7	10" DIP (Approved)	40	LF	\$ 300.00	\$ 12,000.00		\$ -	3.00	\$ 900.00		8%
CR8	Furnish & Install 6" Lateral (No approval yet)	1	EA	\$ 3,000.00	\$ 3,000.00		\$ -	0.00	\$ -		0%
CR9	Repair 6" Lateral (No approval yet)	3	EA	\$ 750.00	\$ 2,250.00	3.00	\$ 2,250.00	3.00	\$ 2,250.00	3.00	100%
CR10	Furnish & Install 4" Lateral (No approval yet)	4	EA	\$ 2,600.00	\$ 10,400.00	4.00	\$ 10,400.00	4.00	\$ 10,400.00	4.00	100%
CR11	Repair 4" Lateral (No approval yet)	1	EA	\$ 650.00	\$ 650.00		\$ -	0.00	\$ -		0%
CR12	12/11/19 2" Water Service Installation for Grace N. Roberts Elementary School	1	LS	\$ 2,018.38	\$ 2,018.38		\$ -	1.00	\$ 2,018.38		100%
CR13	12/12/19 2" Water Service Installation for Walter C Black Elementary School	1	LS	\$ 2,464.58	\$ 2,464.58		\$ -	1.00	\$ 2,464.58		100%
TOTAL						TOTAL	\$ 49,276.70		\$ 702,232.14	TOTAL PAID	
RETAINER(2%)						RETAINER(2%)	\$ 985.53		\$ 14,044.64	TOTAL RETAINER	
SUBTOTAL						SUBTOTAL	\$ 48,291.17		75%	PROJECT % COMPLE	

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE Borough of Hightstown	2. PROJECT NO. 1104001-010	3. CONTRACT NO. 2	4. MODIFICATION NO. 2
5. TO (CONTRACTOR) Reivax Contracting Corporation		6. PROJECT LOCATION AND DESCRIPTION Stockton Street Water Main Replacement	
7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).			
_____ Date		<u>Carmela Roberts, P.E., Borough Engineer</u> Type Name and Title	
8. DESCRIPTION OF CHANGE: <i>Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:</i> This change order provides supplemental pay items for sanitary lateral repairs and replacement as well as deduct items to as-built quantities. During construction, the Borough was unable to locate and mark the location of existing laterals because as-built records were not accurate. Because the location of the laterals was unknown, the Contractor damaged some during excavations for the new water main which required repairs or replacement. As a result of the above, the contract price is revised as follows:			

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
DEDUCTS				
13	8" Insertion Valve	1 EA	\$9,000.00	\$9,000.00
15	6" Gate Valve	1 EA	\$3,900.00	\$3,900.00
			TOTAL DEDUCT	\$12,900.00
SUPP.				
S-10	Repair 6" Lateral	3 EA	\$750.00	\$2,250.00
S-11	Furnish & Install 4" Lateral	4 EA	\$2,600.00	\$10,400.00
			TOTAL SUPPLEMENTAL	\$12,650.00
TOTAL COST OF THIS MODIFICATION <u>\$250.00 (Decrease)</u> The contract time is hereby: increase ☐ decrease ☐ or remains the same ☒ by <u>0</u> calendar days as a result of this modification. The foregoing modification is hereby accepted:				
CONTRACTOR		OWNER		(NJPE SEAL)
BY: <u>Xavier Pimenta</u>		BY: <u>Lawrence D. Quattrone, Mayor</u>		BY: <u>Carmela Roberts, PE, CME</u>
DATE: _____		DATE: _____		DATE: _____
APPROVAL: _____ STATE OF NEW JERSEY DATE: _____				

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE Borough of Hightstown	10. PROJECT NO. 1104001-010	11. CONTRACT NO. 2	12. MODIFICATION NO. 2
13. CONTRACTOR'S PROPOSAL – Change in Contract Price (Detailed breakdown, attach additional sheets as necessary)			
(Proposed) Please refer to attached emails, memos, and invoices from contractor detailing supplemental line items.			
NET INCREASE <u>\$ 0</u>		NET DECREASE <u>\$ 250.00</u>	
		CALENDER DAYS INCREASE <u>0</u> DAYS	
DATE:	TYPE NAME AND TITLE: Xavier Pimenta, Vice President Reivax Contracting Corporation		SIGNATURE:

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO. Borough of Hightstown, 1104001-010	15. CONTRACT NO. 2	16. MODIFICATION NO. 2
17. ORIGINAL CONTRACT BID PRICE \$ 933,750.00 TOTAL OF PREVIOUS CHANGE ORDERS \$ 369.96 TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ 933,869.96		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: Deduct Pay Items 13 and 15 adjusts to as-built quantities. Supplemental Pay Items S-10 and S-11 accounts for sewer lateral repairs and replacements which were damaged during construction excavation for the new water main. The existing laterals were not marked because as-built records were not accurate.		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE: None.		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) : Negotiations between Reivax Contracting Corporation and Roberts Engineering Group were conducted throughout the duration of construction. See attached documentation.		
DATE:	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: Carmela Roberts, P.E., C.M.E., Borough Engineer	SIGNATURE:

ORDINANCE 2020-04

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

ORDINANCE OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER ADOPTING A NEW REDEVELOPMENT PLAN FOR TAX BLOCK 8, LOTS 12-14; TAX BLOCK 18, LOTS 8-12; TAX BLOCK 21, LOTS 1-14, 20 AND 26; AND TAX BLOCK 30, LOTS 1-13

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., by Resolution 2003-19 adopted on December 1, 2003, as amended by Resolution 2018-72, adopted on March 19, 2018, and Resolution 2019-224, adopted on December 16, 2019, the Borough Council ("Borough Council") of the Borough of Hightstown (the "Borough") designated the properties known as Tax Block 54, Lots 6-10, 13, 14.01, 16.01 & 23; Block 40, Lots 14-28; Block 33, Lots 1-30 & 32-36; Block 30, Lots 1-13; Block 28, Lots 56 & 57; and Block 21, Lots 1-14, 20 & 26; Block 8, Lots 12-14; Block 18, Lots 8-12 on the Borough's official tax map (collectively, the "Redevelopment Area"), as an "area in need of redevelopment"; and

WHEREAS, a revised redevelopment plan containing development standards for that portion of the Redevelopment Area known as Sub-Area I (Bank Street) was adopted by Ordinance Number 2015-04 on April 20, 2015 by the Borough Council, which revised those redevelopment plans for the Redevelopment Area previously adopted by the Borough on September 7, 2004, October 2, 2006, and October 6, 2008, and which was subsequently further amended by ordinances adopted by the Borough Council on March 6, 2017 and April 2, 2018 (the "Original Bank Street Redevelopment Plan"); and

WHEREAS, RBG Hightstown, LLC (the "RBG") proposed to redevelop that portion of the Redevelopment Area consisting of Block 30, Lots 1-7 and Lots 10-13, and Block 21, Lots 1-5 & 26 on the Borough's official tax map (collectively, the "Original Project Area"), which constitutes part of Sub-Area I (Bank Street); and

WHEREAS, on March 10, 2017, the Borough and RBG entered into an Amended and Restated Redevelopment Agreement (the "RBG Amended and Restated Redevelopment Agreement"), pursuant to which, among other things, RBG agreed to redevelop the portion of the Redevelopment Area consisting of Block 30, Lots 1-13, and Block 21, Lots 1-13, 20 & 26 on the Borough's official tax map (together with the Original Project Area, the "RBG Project Area"), which constitutes part of Sub-Area I (Bank Street), by constructing thereon a project including approximately 47,500 square feet of retail space, approximately 266 residential units, and associated parking and other infrastructure improvements (the "RBG Project"); and

WHEREAS, RBG subsequently sold its interest in the RBG Project Area to 3PRC, LLC (the "Redeveloper"); and

WHEREAS, the Redeveloper expressed a desire to redevelop the RBG Project Area in a manner generally consistent with the RBG Amended and Restated Redevelopment Agreement, as well as the parcels designated on the Borough's tax map as Block 21, Lot 14; Block 8, Lots 12-14; and Block 18, Lots 8-12 (the "Additional Property" and together with the RBG Project Area, the "Project Area"); and

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the Borough identified and designated the Additional Property as an "area in need of redevelopment"; and

WHEREAS, the Borough owns that portion of the Project Area consisting of Block 30, Lots 10-13 and Block 21, Lot 20 on the Borough's tax map ("Borough Property"); and

WHEREAS, the Hightstown East Windsor Historical Society (the "Historical Society") owns that portion of the Project Area consisting of Block 30, Lots 8 & 9 on the Borough's tax map (the "Historical Society Property"); and

WHEREAS, the Redeveloper owns that portion of the Project Area consisting of Block 30, Lots 1-7, and Block 21, Lots 1-14 and 26 on the Borough's tax map ("PRC Property"); and

WHEREAS, by Resolution Number 2020-37, adopted on January 21, 2020, the Borough Council designated Redeveloper as the conditional redeveloper of the Project Area, and

WHEREAS, the Borough Council desires to adopt a new redevelopment plan for the Project Area containing development standards therefor; and

WHEREAS, Clarke Caton Hintz prepared a redevelopment plan, entitled "Bank Street Redevelopment Plan" (the "Bank Street Redevelopment Plan"), setting forth such development standards for the Project Area.

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

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

Section 2. The Bank Street Redevelopment Plan is hereby approved and adopted.

Section 3. The sections(s) of the Borough's Zoning Map that related to the property governed by the Bank Street Redevelopment Plan are hereby amended to incorporate the provisions of the Bank Street Redevelopment Plan.

Section 4. All ordinances and resolutions or parts thereof inconsistent with this ordinance, including those relating to the Original Bank Street Redevelopment Plan, are hereby rescinded.

Section 5. This ordinance shall take effect in accordance with applicable law.

Introduction: July 7, 2020

Reintroduced: July 20, 2020

Adoption:

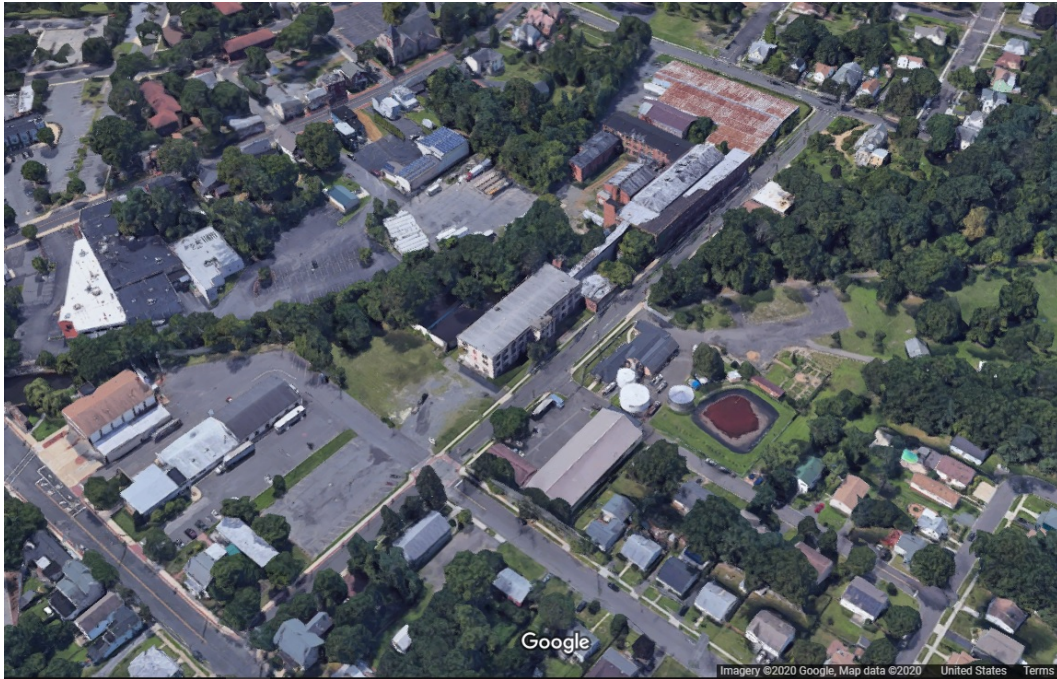
ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR



Bank Street Redevelopment Plan



JULY 20, 2020

Hightstown Borough, Mercer County, New Jersey

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



Bank Street Redevelopment Plan

Sub-Area 1 of the Main Street Redevelopment Plan

Hightstown Borough, Mercer County, New Jersey

Prepared for Hightstown Borough by:

Clarke Caton Hintz, P. C.

Brian Slaugh, PP, AICP
Principal
PP License 3743

Donna Miller, PP, AICP
Planner
PP License 5919

A signed and sealed copy is available at the municipal building.



BOROUGH COUNCIL

Lawrence D. Quattrone, Mayor

Dimitri Musing, Council President

Susan Bluth, Councilwoman

Joseph Cicalese, Councilman

Joshua Jackson, Councilman

Steven Misiura, Councilman

Charles L. Stults, Councilman

STAFF

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

Peggy Riggio, RMC/CMR, Deputy Clerk

Frederick Raffeto, Esq., Borough Attorney

Carmela Roberts, PE, CME, Borough Engineer

Brian Slaugh, PP, AICP, Borough Planner

ACKNOWLEDGEMENTS

James Constantine, PP, AICP

Christopher Cosenza, PP, AICP, LEED AP

William Feinberg, RA, AIA

Nicholas Perrotto



TABLE OF CONTENTS

INTRODUCTION	1
<i>History and Background</i>	<i>1</i>
<i>Redevelopment Area Expansion</i>	<i>1</i>
<i>Redevelopment Plan Process.....</i>	<i>2</i>
<i>Plan Components.....</i>	<i>2</i>
REDEVELOPMENT PLAN GOALS AND OBJECTIVES	6
<i>Objectives</i>	<i>6</i>
RELATIONSHIP TO THE HIGHTSTOWN BOROUGH LAND DEVELOPMENT	
REGULATIONS	7
<i>Supersedes Existing Zoning.....</i>	<i>7</i>
<i>Zoning Map.....</i>	<i>7</i>
<i>Redevelopment Entity.....</i>	<i>7</i>
<i>Redeveloper Selection.....</i>	<i>7</i>
<i>Redevelopment Agreement.....</i>	<i>7</i>
<i>Effect of Redevelopment Agreement</i>	<i>8</i>
<i>Staff Employment.....</i>	<i>8</i>
LAND USES IN THE BANK STREET REDEVELOPMENT AREA	10
PERMITTED USES, BULK REGULATIONS & ADDITIONAL STANDARDS	12
Redevelopment Area Sub-Zones	12
<i>Tract A Sub-Zone</i>	<i>12</i>
<i>Tract B Sub-Zone</i>	<i>14</i>
<i>Tract C Sub-Zone</i>	<i>16</i>
<i>Tract D Sub-Zone</i>	<i>17</i>
<i>Provisions Applying to All Tracts in the Bank Street Redevelopment Area.....</i>	<i>19</i>
<i>Site Development Standards</i>	<i>21</i>
<i>Building Design Standards</i>	<i>27</i>
<i>Building Lots Not Required to Abut Street</i>	<i>29</i>
<i>Public Improvements.....</i>	<i>29</i>
<i>Relocation Provisions</i>	<i>30</i>
<i>Affordable Housing.....</i>	<i>30</i>
DEVELOPMENT PLAN REVIEW AND APPROVAL.....	31
<i>Concept Plan Required.....</i>	<i>31</i>
<i>Application for Development</i>	<i>31</i>



<i>Planning Board Review</i>	31
<i>Variances, Exceptions and Submission Waivers</i>	31
<i>Effects of Approval</i>	32
<i>Acquisition of Property</i>	32
RELATIONSHIP TO THE MASTER PLAN AND PLANS OF OTHER JURISDICTIONS .	33
<i>2014 Borough of Hightstown Reexamination of the Master Plan</i>	33
<i>Other Plans of Hightstown</i>	34
<i>Adjacent Municipalities</i>	34
<i>Mercer County Growth Management Plan</i>	34
<i>Delaware Valley Regional Planning Commission (DVRPC)</i>	34
<i>State 2001 Development and Redevelopment Plan</i>	34

INTRODUCTION

The primary purpose of the Bank Street Redevelopment Plan (the “Redevelopment Plan”) is to provide a formula for improvement, investment and transformation of the redevelopment areas designated by the Borough of Hightstown. The recommendations contained within this document provide a structure for both physical improvements to the lands and structures within the designated areas as well as policies to guide the redevelopment.

NJ LRHL:

Redevelopment Process

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

History and Background

The designation of the redevelopment areas began in 2003, when the Borough of Hightstown determined that the Main Street Redevelopment Area, defined as “the southern side of Bank Street from North Main Street to North Academy Street; the western side of South Academy Street from Rogers Avenue to Railroad Avenue; all parcels fronting on the eastern side of Mercer Street from West Ward Avenue to South Main Street and including the right-of-way; the block bound by Main Street, Stockton Street, Railroad Avenue and Rogers Avenue and the right-of-way of Railroad Avenue, and, the area on the eastern side of Main Street from the Borough parking lot to and including the walking bridge over the Peddie Lake dam” qualified as an Area in Need of Redevelopment (ANR) under the criteria in New Jersey’s Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq. or “LRHL”).

The Borough of Hightstown subsequently adopted a redevelopment plan in 2004, which was further amended in 2006. The redevelopment plan divided the redevelopment area into three (3) sub-areas, including “Sub-Area 1 (Bank Street)” which was described as a “proposed mixed use redevelopment project that includes the southern side of Bank Street from North Main Street to North Academy Street, the eastern side of North Academy Street, and the western side of North Main Street from the Firehouse to Bank Street. The Sub-Area includes Block 30, Lots 1-13; and Block 21, Lots 1-14 & 26”. Ultimately two different developers were designated, however neither one undertook any of the redevelopment activities proposed in the adopted plan.

Redevelopment Area Expansion

In 2018, the PRC Group acquired several tracts from the designated redeveloper and began negotiations with the Borough to consider expanding the redevelopment area. In June 2019, the Borough began a preliminary investigation to determine whether additional

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 1

Draft Bank Street Redevelopment Plan_for Adoption

lands, abutting the previously designated redevelopment area would also qualify as Area in Need of Redevelopment pursuant to the criteria established by the “LRHL”. Block 8, Lots 12-14, and Block 18, Lots 8-12, on the north side of Bank Street, opposite from the existing redevelopment area, were investigated for conditions that would qualify them as an Area in Need of Redevelopment. The Planning Board found that the statutory criteria was met for the additional areas under *N.J.S.A. 40A:12A-5*. In December 2019, the Hightstown Borough Council accepted the Planning Board’s recommendations and formally designated the additional lands as an Area in Need of Redevelopment. On the following page is a map indicating the three Sub-Areas of the Main Street Redevelopment Plan, including the expanded area of Sub-Area 1. This plan, the Bank Street Redevelopment Plan, is synonymous with the expanded area of Sub-Area 1 of the greater redevelopment areas of the Borough of Hightstown.

Redevelopment Plan Process

A new redevelopment plan which takes into account all of the land areas designation as in need of redevelopment must be created and adhere to the following procedures for adoption:

- The Borough Council directs the Borough Planner to prepare a redevelopment plan;
- The Borough Council refers the redevelopment plan to the Planning Board for review and comment;
- The Planning Board has 45 days to review the proposed redevelopment plan and prepare a report offering its recommendations; and,
- The Borough Council holds a public hearing on the redevelopment plan and, taking into consideration the recommendations of the Planning Board, may adopt the redevelopment plan through an adopting ordinance.

Plan Components

The Redevelopment Plan includes the following components as required by *N.J.S.A. 40A:12A-7.a-f*:

- Redevelopment Goals and Objectives;
- Proposed Land Uses and Design Concepts;
- Redevelopment Regulations and Standards;
- Relationship of the Redevelopment Plan to Other Plans;

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

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

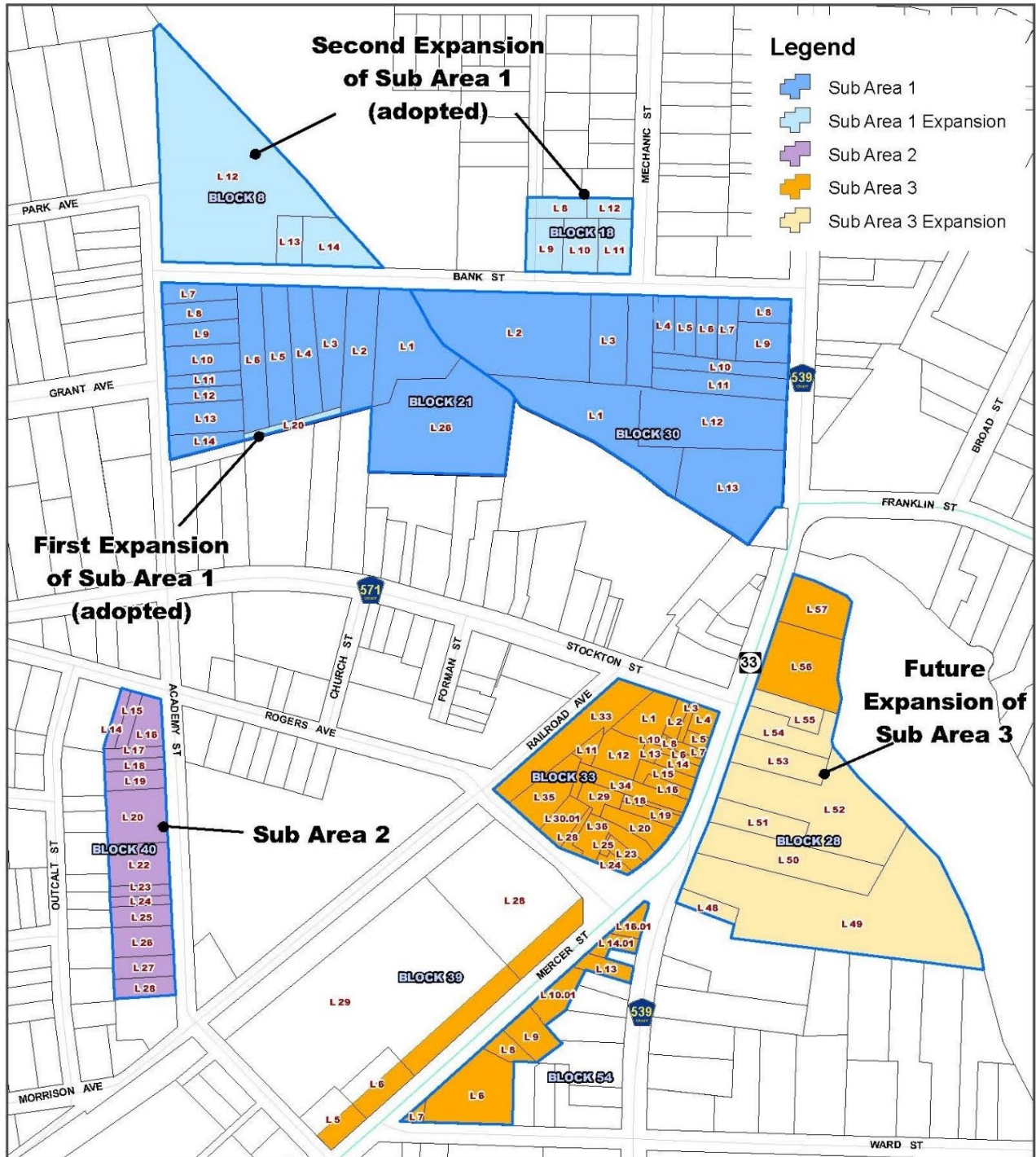
Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 2

Draft Bank Street Redevelopment Plan for Adoption

- Property Acquisition; and
- Provision of Affordable Housing and Replacement, if needed.



0 100 200 Feet

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

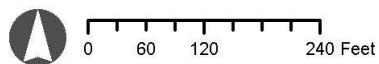
MAIN STREET REDEVELOPMENT AREA

Bank Street Redevelopment Plan

LOCATION:
Hightstown Borough, Mercer County, NJ

DATE:
February 2020

Bank Street Redevelopment Plan
HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ
JULY 20, 2020 | PAGE 4
Draft Bank Street Redevelopment Plan_for Adoption



Clarke Caton Hintz
 Architecture
 Planning
 Landscape Architecture

BANK STREET REDEVELOPMENT PLAN

Environmental Constraints

LOCATION:
 Borough of Hightstown, Mercer County, New Jersey

DATE:
 February 2020

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 5

Draft Bank Street Redevelopment Plan for Adoption

REDEVELOPMENT PLAN GOALS AND OBJECTIVES

The primary purpose of the Bank Street Redevelopment Plan is to alleviate the existing conditions found in the Redevelopment Area and support the use of property to better serve the public health, safety, and welfare of the community and the region. More specifically, the Redevelopment Plan provides the framework for improvement, investment and transformation of the Redevelopment Area by establishing standards for development that is compatible with the use, scale, density and design of the downtown, as well as the Borough's historic development patterns.

Objectives

To achieve this overarching goal, the following goals and objectives are hereby established:

- A. Turn Hightstown into a destination; a place that visitors come to because it is a great place to spend the day, evening or a weekend;
- B. Incorporate elements of the Borough's history into the design of the public spaces, including rug mill features and railroad/train artifacts;
- C. Promote the types of development that deliver better outcomes than existing zoning can currently provide, such as new mixed-use development within the town center;
- D. Provide opportunities for new commercial, municipal, greenway, and residential facilities, including a range of housing types;
- E. Provide a new greenway along Rocky Brook to link existing facilities within the Borough;
- F. Preserve and conserve existing uses, buildings, open spaces and landscape features of locally historic or cultural value;
- G. Apply Master Plan recommendations regarding appropriate uses and transitions between non-residential districts and residential neighborhoods;
- H. Mitigate and improve upon deleterious conditions resulting from blighted, underutilized or poorly designed buildings and land;
- I. Utilize a Smart Growth perspective for new development in the broader context of the region, Borough and neighborhood.

The Redevelopment Plan will facilitate the Borough's efforts to achieve these goals and objectives, and will improve the quality of life for residents and the economic development climate for the entire Borough. The Plan will generate positive psychological effects in the population by converting an existing eyesore into an attractive, mixed-use neighborhood.

RELATIONSHIP TO THE HIGHTSTOWN BOROUGH LAND DEVELOPMENT REGULATIONS

Supersedes Existing Zoning

The allowed uses in this Redevelopment Plan and their associated development regulations shall supersede the use and bulk regulations of the Hightstown Borough Zoning Ordinance and related land development regulations. Where the standards of the redevelopment plan are silent, the regulations of the Land Development Ordinance shall apply to the Redevelopment Area as permitted by N.J.S.A. 40A:12A-7.a(2).

Zoning Map

The zoning map of the Borough of Hightstown shall be amended upon the adoption of this Plan in accordance with N.J.S.A. 40A:12A-7.c to reflect the area encompassed by this redevelopment plan as the Bank Street Redevelopment Area.

GENERAL PROVISIONS

Redevelopment Entity

The Borough Council shall act as the “Redevelopment Entity” pursuant to N.J.S.A. 40A:12A-4.c for purposes of implementing the Bank Street Redevelopment Plan and carrying out redevelopment projects. In doing so, the Borough Council shall have the powers set forth in N.J.S.A. 40A:12A-8 to effectuate all of its duties and responsibilities in the execution and implementation of this Redevelopment Plan.

Redeveloper Selection

The Redevelopment Entity may select redeveloper(s) for the redevelopment of specific sites, blocks, or districts in any number or combination as it deems necessary for one or more projects based on the entity’s experience, financial capacity, ability to meet deadlines, flexibility in meeting market demands within the framework of the Redevelopment Plan, and additional criteria that demonstrate the redeveloper’s ability to implement the goals and objective of the plan. Preference shall be given to existing landowners in the Bank Street Redevelopment Area for designation as a redeveloper.

Redevelopment Agreement

Once a redeveloper has been selected, the Redevelopment Entity shall enter into a redevelopment and/or financial agreement with the redeveloper that comports with the requirements of N.J.S.A. 40A:12A-9.

Any development or construction within the redevelopment area shall be undertaken in accordance with a contractual redevelopment agreement between the Redevelopment Entity and a municipally designated redeveloper or redevelopers, which may include optional provisions as mutually determined. The Redevelopment Agreement shall be in full force and effect prior to the redeveloper

Redeveloper Agreement: Optional Provisions

- Interim and final redeveloper designations;
- Terms for dispute resolution;
- Allowance for changes in the agreement should a “force majeure” event occur;
- A guarantee of performance by the redeveloper to ensure completion of the project and that other obligations of the agreement are met;
- Any sharing of costs between the public and private entities;
- Default and termination clauses and their remedies for failure to perform by the redeveloper;
- Provisions that specify allowed deviations from the development plan regulations, excepting the use regulations;
- Provisions addressing Payments in Lieu of Taxes or other tax abatement and impact mitigation provisions;
- Transfer of development and other rights of the redeveloper;
- Development pro-forma;
- Affordable housing obligations or fees to the extent required by law; and
- Any other clause deemed necessary to effectuate the Redevelopment Plan by the Redevelopment Entity or that are required to be included under *N.J.S.A. 40A:12A-9*.

making application to the Planning Board for any general development plan, conditional use, site plan or subdivision approval.

Effect of Redevelopment Agreement

The execution of the Redevelopment Agreement shall convey the right to prepare a site plan or subdivision application for development to the Hightstown Planning Board in accordance with the terms of the Redevelopment Agreement and Redevelopment Plan, among other rights that may be granted by the Redevelopment Entity. In addition, the execution of the Redevelopment Agreement shall establish the period of time as such rights to develop under the terms and conditions of the Redevelopment Plan shall be granted. Nothing herein shall prevent the Redevelopment Entity and redeveloper from mutually agreeing to an amendment of the Redevelopment Plan as it affects the redeveloper’s property from time to time or at any time.

Staff Employment

The Redevelopment Entity may employ or contract for and fix compensation of such experts and other staff and services as it may deem necessary, including, but not limited to, architecture, economic forecasting, engineering, environmental, landscape architecture, legal, market analysis, planning, and transportation consulting services. The Redevelopment Entity, however, shall not authorize expenditures which exceed, exclusive of gifts, grants or escrow accounts, the amounts appropriated for redevelopment purposes.

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 8

Draft Bank Street Redevelopment Plan_for Adoption



Clarke Caton Hintz



Architecture

Planning

Landscape Architecture

BANK STREET REDEVELOPMENT PLAN

Conceptual Layout Plan

LOCATION:
Hightstown Borough, Mercer County, NJ

DATE:
June 2020

SOURCE:
Looney Ricks Kiss, NJ DEP

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 9

Draft Bank Street Redevelopment Plan_for Adoption

LAND USES IN THE BANK STREET REDEVELOPMENT AREA

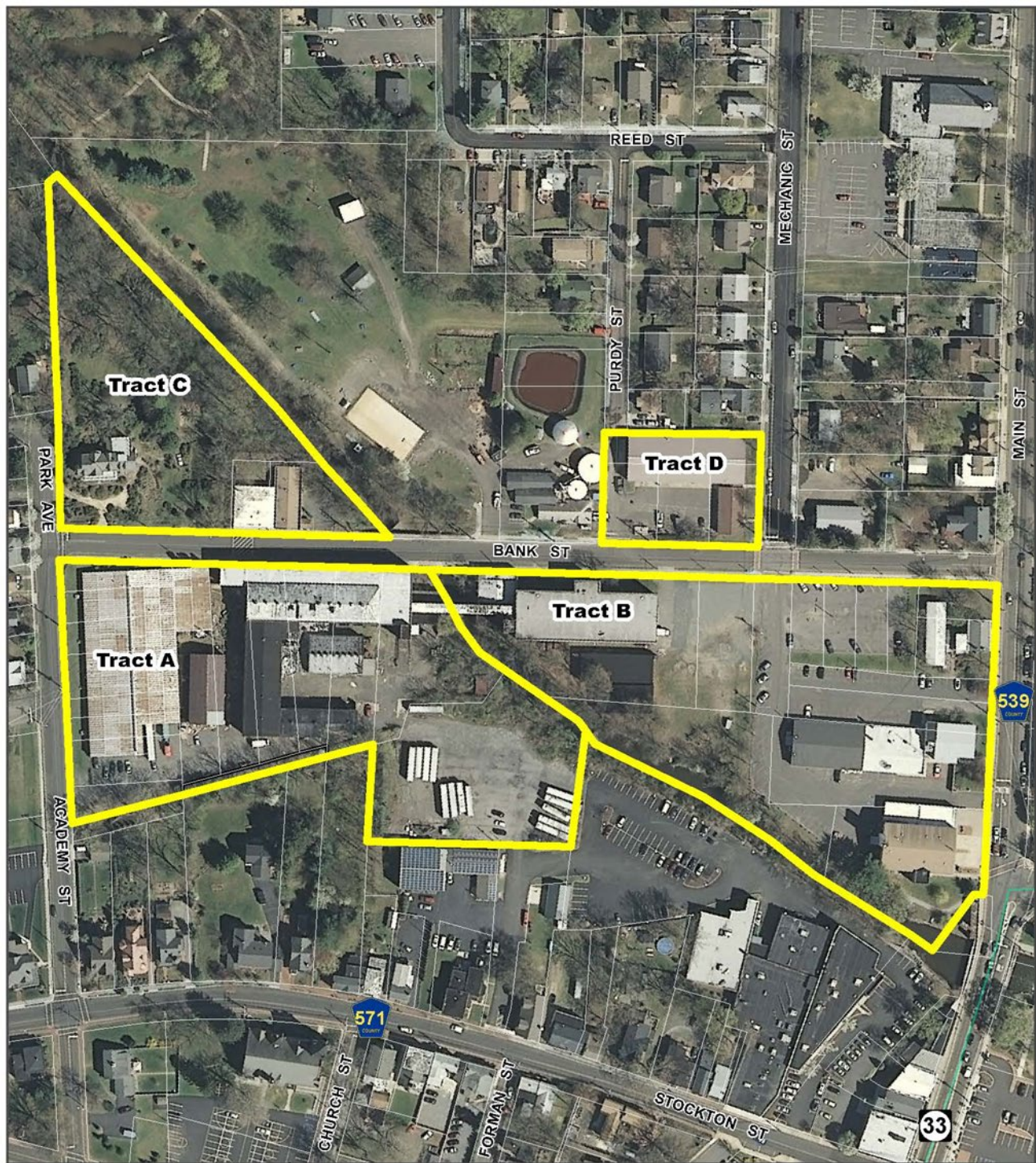
The proposed land use in the redevelopment area is primarily residential, including multifamily dwellings in the two historic mill buildings, townhouses and mixed residential-commercial development. These are to be supplemented by surface and structured parking and recreational amenities. Leasing and property management offices serving the development are also anticipated to be accommodated within the redevelopment area. It is anticipated that no more than 398 dwelling units will be constructed within the entirety of the redevelopment area, including two single family detached dwellings which would adjoin existing residences on the western edge of the redevelopment area.

On the southern flank of the redevelopment area, on N. Main Street, the Hightstown Engine Company is expected remain in their existing building. A mixed use building containing multifamily dwelling units, recreation and other amenities/services for the use of residents is envisioned on N. Main Street. Non-residential uses intended for this location include public display space, such as a gallery/museum, and a boutique hotel. A parking garage, incorporated into the mixed use building, shall serve residents of the multi-family units and the general public while also providing some parking for the Hightstown Engine Company. Public and quasi-public uses, such as the Hightstown East Windsor Historical Society and Hightstown First Aid Squad, are expected to remain within the redevelopment area; new facilities may be constructed for the First Aid Squad, while the Historical Society facilities may be relocated to another site within the redevelopment area.

Within the core of the redevelopment area, multi-family apartments are anticipated to be developed within the historic brick and concrete mill buildings. These structures may be expanded to accommodate recreational or other amenities to serve their residents.

On the northern and western edges of the redevelopment area, townhouses provide a transition between the multi-family development and the existing residential neighborhood along N. Academy Street.

Fully realized, the Redevelopment Plan would result in the demolition of the vacant and dilapidated municipal building on N. Main Street, the Willis house and the ancillary metal buildings associated with the former rug mill, replacing them with a diverse stock of housing that preserves the historic mill buildings and expands recreation and open space along Rocky Brook.



0 100 200 Feet

Clarke Caton Hintz



Architecture

Planning

Landscape Architecture

BANK STREET REDEVELOPMENT PLAN

Tract Map

LOCATION:
Hightstown Borough, Mercer County, NJ

DATE:
February 2020

Bank Street Redevelopment Plan
HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ
JULY 20, 2020 | PAGE 11
Draft Bank Street Redevelopment Plan for Adoption

PERMITTED USES, BULK REGULATIONS & ADDITIONAL STANDARDS

Redevelopment Area Sub-Zones

The Bank Street Redevelopment Area is composed of areas exhibiting differences in its planned intensity and nature of development. To address these differences, the regulations in the Redevelopment Area have been calibrated to reflect these conditions and the Plan's objectives. To that end, the Redevelopment Area is divided into four tracts, A through D, encompassing the following blocks and lots:

Tract A: Block 21, Lots 1-14, 20 and 26 (Brick Mill Building, Metal Warehouse)

Tract B: Block 30, Lots 1-13 (Concrete Mill Building, Municipal Building, Firehouse and Historical Society)

Tract C: Block 8, Lots 12-14 (Willis House, Hightstown First Aid Squad)

Tract D: Block 18, Lots 8-12 (Public Works)

The tracts provide the geographical basis for the use and development regulations that follow.

Tract A Sub-Zone

The intent for the Tract A Sub-zone is to retain the historic brick mill building and metal footbridge and redevelop the area of the former metal warehouse building (demolished) at the west end of the Tract with residential uses. A maximum of 130 dwelling units is permitted within the Tract.

Permitted Principal Uses: Any of the following principal uses are permitted within buildings, individually or in combination with any other permitted use or uses. Multiple principal uses are permitted.



Figure 1 Brick Mill Building

1. Multi-family dwelling units within the existing brick mill building; which may be accomplished through adaptive re-use, additions, expansions and/or extensions to the existing building.

2. Townhouses.

Bulk Standards: The following area and bulk standards shall apply specifically to Tract A:

1. Tract Requirements:

a. Maximum Building Coverage: 35% of the tract.

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 12

Draft Bank Street Redevelopment Plan_for Adoption

2. Multi-family Building Requirements:
 - a. The footprint of the historic brick mill building will be retained. Any addition, expansion and/or extension to the building shall maintain the existing setbacks along Bank Street. Any vertical extension shall be stepped back a minimum of 15 feet from the Bank Street façade of the floor below.
 - b. Maximum Building Height: Four (4) stories.
3. Townhouse Requirements:
 - a. Minimum Front Yard Setback from Bank Street: 10 feet.
 - b. Minimum Front Yard Setback from North Academy Street: 10 feet.
 - c. Minimum Building Setback from all other Tract boundary lines: 30 feet.
 - d. Minimum spacing between front of townhouse building to front of townhouse building: 30 feet.
 - e. Minimum spacing between front of townhouse building to side of townhouse building: 20 feet.
 - f. Minimum Distance between the side of a townhouse building to side of townhouse building: 10 feet.
 - g. Minimum spacing between side or rear of townhouse building to rear of townhouse building: 30 feet.
 - h. Minimum spacing between two rear faces of townhouse buildings: 30 feet.
 - i. Maximum Building Height: Two and a half (2½) stories facing a public street and three (3) stories in any other location.
4. Structured Parking Garage Requirements:
 - a. Maximum Height: Two (2) levels.
 - b. Minimum Setback from Tract boundary lines: 5 feet.

Tract B Sub-Zone

The intent for the Tract B Sub-zone is to retain the existing Hightstown Engine Company building and the historic concrete mill building while redeveloping the remaining area, including the vacant municipal building and the Hightstown East Windsor Historic Society property. The public right-of-way of Mechanic Street within this tract shall be vacated, however a public access easement is to be provided to permit access to the parking garage and an alternate access for the Engine Company. A maximum of 258 dwelling units are permitted within the Tract.



Figure 2 Concrete Mill Building

Permitted Principal Uses. Any of the following principal uses are permitted within buildings, individually or in combination with any other permitted use or uses. Multiple principal uses are permitted.

- i. Mixed-use buildings which may contain any combination of the following uses:
 - a. Multi-family dwelling units.
 - b. Museum and gallery spaces.
 - c. Studios for the visual and performing arts including performance and gallery spaces.
 - d. Resident / Guest services.
 - e. Personal and other business services.
 - f. Restaurants and other places to eat and drink.
 - g. Banks and financial institutions.
 - h. Offices and workspaces, including shared and co-working spaces.
 - i. Boutique Hotel, limited to a maximum of 36 rooms or suites.
 - j. Structured parking garage.
2. Multi-family dwelling units within the existing concrete mill building; which may be accomplished through adaptive re-use, additions, expansions and/or extensions to the existing building.
3. Governmental, public, quasi-public and community facilities, including a fire station, meeting spaces and other similar uses.

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 14

Draft Bank Street Redevelopment Plan_for Adoption

Bulk Standards. The following area and bulk standards shall apply specifically to Tract B:

- I. Tract Requirements:
 - a. Minimum Individual Lot Area: 30,000 square feet.
 - b. Maximum Building Coverage: 60% of the Tract.
2. Mixed-Use Building Requirements:
 - a. Minimum Front Yard Setback from Bank Street: 10 feet.
 - b. Minimum Building Setback from North Main Street: 10 feet from curb line.
 - c. Minimum Building Setback from all other Tract boundary lines: 50 feet.
 - d. Maximum Building Height: Four (4) stories; six (6) parking levels.
3. Multi-family Building Requirements:
 - a. The footprint of the historic concrete mill building will be retained. Any addition, expansion and/or extension to the building shall maintain the existing setbacks along Bank Street. Any vertical extension shall be stepped back a minimum of 15 feet from the Bank Street façade of the floor below.
 - b. Maximum Building Height: Four (4) stories.
5. Governmental, Public, Quasi-public and Community Facilities:
 - a. Hightstown Engine Company building height and footprint shall be retained.
 - b. Hightstown East Windsor Historic Society building height and footprint shall be retained.

Tract C Sub-Zone

The intent for the Tract C Sub-zone is to provide for new residential development, recreation/amenity space and public uses. Up to 10 dwelling units may be proposed within the Tract.

Permitted Principal Uses: Any of the following principal uses are permitted within buildings, individually or in combination with any other permitted use or uses. Multiple principal uses are permitted.



Figure 3 Willis House

1. Townhouses.
2. Single-family detached dwelling units.
3. Superintendent's apartment.
4. Governmental, public, quasi-public and community facilities, meeting spaces and other similar uses, including the existing First Aid Squad.
5. Amenity center.

Bulk Standards: The following area and bulk standards shall apply specifically to Tract C:

1. Tract Requirements:
 - a. Minimum Individual Lot Area: 7,500 square feet.
 - b. Maximum Building Coverage: 25% of the Tract.
2. Townhouse Requirements:
 - a. Minimum Front Yard Setback from Bank Street: 10 feet.
 - b. Minimum Front Yard Setback from North Academy Street: 10 feet.
 - c. Minimum Setback from all other Tract boundary lines: 50 feet.
 - d. Maximum Building Height: Two and a half (2½) stories facing a public street and three (3) stories in any other location.
3. Amenity Center Requirements:
 - a. Minimum Lot Frontage: 50 feet.
 - b. Minimum Lot Depth: 100 feet.
 - c. Minimum Front Yard Setback from North Academy Street: 10 feet.
 - d. Minimum Building Setback from Block 8, Lot 11: 15 feet from the front or southerly lot property line; 20 feet from the side or easterly property line.

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 16

Draft Bank Street Redevelopment Plan_for Adoption

- e. Maximum Building Height: Three (3) stories.
- 4. Single-family detached dwelling unit requirements.
 - a. Minimum Lot Width: 50 feet.
 - b. Minimum Lot Depth: 90 feet.
 - c. Minimum Front Yard Setback: Within two (2) feet of the average front yard setback of adjacent and nearby residential buildings along the same block on the west side of Mechanic Street.
 - d. Minimum setback from all other tract boundary and property lines: five (5) feet.
 - e. Maximum building height: Three (3) stories.

Tract D Sub-Zone

The intent for the Tract D Sub-zone is to provide for the improvement and efficient use of land for governmental, public, quasi-public and community facilities, including the potential relocation of the Hightstown East Windsor Historical Society and the Hightstown First Aid Squad. One dwelling unit may be proposed within the Tract.



Figure 4 Hightstown East Windsor Historical Society

Permitted Principal Uses. Any of the following principal uses are permitted within buildings, individually or in combination with any other permitted use or uses, except for single family detached dwellings.

1. Single-family detached dwellings.
2. Governmental, public, quasi-public and community facilities, including, but not limited to, the relocated Historic Society House and Rail Museum, a new First Aid Squad building, meeting spaces and other similar uses.

Bulk Standards: The following area and bulk standards shall apply specifically to Tract D:

- I. Tract Requirements:
 - a. Minimum individual lot area: 4,500 square feet.
 - b. Maximum building coverage: 40% of the tract.
2. Single-family detached dwelling unit requirements.
 - a. Minimum Lot Width: 50 feet.
 - b. Minimum Lot Depth: 90 feet.

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 17

Draft Bank Street Redevelopment Plan_for Adoption

- c. Minimum Front Yard Setback: Within two (2) feet of the average front yard setback of adjacent and nearby residential buildings along the same block on the west side of Mechanic Street.
 - d. Minimum setback from all other tract boundary and property lines: five (5) feet.
 - e. Maximum building height: Three (3) stories.
3. Governmental, Public, Quasi-public and Community Facilities requirements:
- a. Minimum Front Yard Setback: Within two (2) feet of the average front yard setback of adjacent and nearby residential buildings along the same block front.
 - b. Minimum Building Setbacks: Five (5) feet from a side or rear property line.
 - b. Maximum Building Height: Three (3) stories.

Provisions Applying to All Tracts in the Bank Street Redevelopment Area

Definitions

For the purposes of this plan, the following terms shall have the meanings herein indicated:

- **Alley or alleyway** shall mean a private, minor way which is used primarily for vehicular service access to the back or side of residences otherwise fronting on a public street.
- **Amenity Center / Amenity Space** shall mean space within the redevelopment area where social, leisure and recreational facilities are offered to residents of the redevelopment area and may include ancillary support services such as leasing and property management offices, storage, business center, conference/meeting rooms and resident services.
- **Building Coverage** shall mean shall mean the area of a tract, lot or parcel covered by roofed buildings or structures, exclusive of surface or structured parking facilities.
- **Building Height** shall mean the number of separate habitable levels, excluding cellars and basements. For the purposes of calculating the number of stories, building levels that are more than one-half ($1/2$) of their height measured from floor to ceiling, below the average established curb level at the street frontage shall not be counted as a story. Parking levels which have at least one-half ($1/2$) of their height below the average established curb level at the street frontage shall not be counted as a story.
- **Boutique Hotel** shall mean a commercial facility offering transient accommodations to the general public and providing additional services such as restaurants, meeting rooms, personal services and recreation facilities.
- **Multi-family** shall mean a building which contains more than two (2) dwellings, each of which is intended for occupancy by one (1) housekeeping unit.
- **Resident / Guest Services** shall mean personal services provided for the residents of the redevelopment area such as concierge services, dry cleaning, laundry and other pickup and delivery services.
- **Superintendent's Apartment** shall mean a dwelling unit contained within an amenity center for the sole use of providing lodging to property management staff.

General Requirements

1. All development within the Redevelopment Area shall be serviced with public, potable water and sanitary sewer, along with electric, natural gas, telephone and cable service. All new utilities shall be placed underground on the tract. Overhead utilities abutting the tract shall be placed underground to the extent feasible.
2. Existing or relocated public utilities within the tract boundary, shall be within easements located on privately-owned land in accordance with established protocols of the Borough of Hightstown and Mercer County.

3. Unless otherwise specifically provided herein or intended by the provisions of this Redevelopment Plan, all words and phrases used herein shall have the same definitions provided under the Borough of Hightstown Zoning Ordinance and the Municipal Land Use Law (*N.J.S.A. 40:55D-1 et seq.*)

Accessory Uses and Structures. Any of the following accessory uses and structures are permitted individually, or in combination with any other permitted use.

1. Off-street surface parking; attached and detached single level garages; multi-level structured parking garages.
2. Fences, walls, kiosks, street furniture and retaining walls.
3. Pedestrian walkways, ramps, bridges and stairways.
4. Private tool shed not exceeding 120 sf. in floor area for single family detached dwellings.
5. Active and passive recreation including fitness/recreation facilities, pools, courtyards, gardens, roof top terrace and other amenities for residents.
6. Property management and leasing offices serving the uses in the redevelopment area.
7. Conservation.
8. Signs.
9. Accessory uses and structures customarily permitted in conjunction with and on the same lot as a principal use.
10. Location of accessory uses and structures. No accessory use or structure, with the exception of utilities, plazas, street furniture and streetscape elements, including fencing, retaining walls and guide rails, shall be located in a front yard.

Permitted Projections into Yard Areas. The following permitted projections shall apply to all tracts:

1. Non-enclosed one-story porches, porticos, stoops and entrance platforms leading to the front entrance shall be permitted to project not more than eight (8) feet into a required front yard setback or building separation distance. Such porch, stoop and entrance platform may have an uncovered balcony directly above provided it has the same footprint as, and is attached to, the structure below.
2. Non-enclosed one-story porches, porticoes, stoops, entrance platforms, uncovered decks, basement entrances and balconies shall be permitted to project not more than four (4) feet into a side or rear yard setback or building separation distance.
3. Cornices, eaves, chimneys, gutters, downspouts, awnings, canopies, cantilevered roofs, uncovered balconies and bay windows shall be permitted to project not more than three (3) feet into any yard setback or building separation distance.
4. Belt courses, window sills and other similar ornamental features may project not more than nine (9) inches into any yard setback or building separation distance.
5. Window wells may project not more than five (5) feet into any yard setback or building

separation distance.

6. In no case shall a permitted projection attached: to any structure be less than five (5) feet from a front lot line; to any principal structure be less than three (3) feet from a side or rear lot line; and, to any accessory structure, be less than one (1) foot from a side or rear lot line.
7. Ramps and stairways leading to a porch, stoop or other building entrance may project into a yard setback or building separation distance without limitation, provided that the steps do not encroach upon the public right-of-way.
8. Awnings and canopies may project over a sidewalk and/or in the public right-of-way, provided that such structure has a minimum vertical clearance of eight (8) feet and is set back a minimum of four (4) feet from curb line along the street.

Building Height Exceptions.

- I. Exceptions to height restrictions include: non-habitable areas and enclosed spaces, including but not limited to, mechanical services, elevator penthouses, condensers, exhaust fans, air-conditioning and similar equipment; stair enclosures; skylights or atrium structures; roof-access stairwells and amenities on a roof top terrace (including, but not limited to decking, landscaping, railing, walls, furniture, lighting, pergolas and similar amenities); and architectural enhancements and appurtenances (including, but not limited to) parapets, chimneys, cupolas, steeples, spires, belfries, towers, corner towers, flagpoles and similar elements), provided that the total area of such roof top elements do not exceed fifty percent (50%) of the total roof area for each building, nor extend more than fifteen (15) feet above the roof deck.

Site Development Standards

The regulations pertaining to site development standards shall apply to all development in the Bank Street Redevelopment Area. The Planning Board may grant exceptions from these standards, pursuant to N.J.S.A. 40:55D-51.

Public Streets and Sidewalks

The existing public rights-of-way of North Main Street, Bank Street, North Academy Street, Park Avenue, Purdy Street and Mechanic Street shall be maintained, improved or modified as shown in the Redevelopment Plan. Improvements shall include sidewalks, striping and insets for on-street parallel parking, and the repair, replacement or installation of new curbing as appropriate.

1. The redeveloper shall restore the surface of the street to its original and proper condition to address existing conditions and those areas disturbed for the installation of new curbing and sidewalk where none presently exist.
2. In order to accommodate the mixed-use building on Tract B that will be situated within and/or extending over the Mechanic Street public right-of-way south of Bank Street, the Borough shall vacate the southern portion of the Mechanic Street public right-of-way and provide the necessary easement(s) to maintain adequate public utilities and public access to the structured parking garage and access to the Hightstown Engine Company.

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 21

Draft Bank Street Redevelopment Plan_for Adoption

3. Sidewalks shall be provided in the public right-of-way along all street frontages within the redevelopment area. Where such sidewalks extend beyond the public right-of-way, the redeveloper shall be required to provide a public access easement for sidewalks located on private land.
4. Along North Main Street, sidewalks shall be constructed of pavers, concrete and/or textured concrete in colors and/or patterns consistent with the existing Main Street infrastructure. The sidewalk shall be a minimum of 10 feet in width, and shall extend from the building façade to the curb line, with an area for landscaping and street trees along the curb line and/or landscaping beds along the building façade.
5. Along Bank Street and North Academy Street, the location and width of sidewalks shall be consistent with the location and width of existing sidewalks adjacent to or near the Redevelopment Area to be developed. The existing sidewalk in front of the brick mill building and the bump-out portion of the concrete mill building shall be extended from the building façade to the curb line. The planting strip from North Main Street to Mechanic Street shall be brick to match the brick edging/ribbon along North Main Street. All other planting strips may consist of grass.
6. Sidewalks shall continue uninterrupted across all driveway and alley openings with the apron design accommodating a continuous sidewalk. The apron along Mechanic Street shall be brick or brick-faced to match the driveway apron along North Main Street.
7. Where sidewalks intersect at corners, accessible ramps and warning strips shall be provided.

Crosswalks

Along Bank Street and North Academy Street, pedestrian crosswalks shall be provided across all street intersections with “continental” or ladder striping.

Trail along the Rocky Brook

1. The existing pedestrian trail within the redevelopment area shall be maintained for both public and private access along the greenway corridor, to the extent possible, and as subject to NJDEP and DRCC review and approval.



Figure 5 Footbridge over Rocky Brook

2. The existing footbridge over Rocky Brook is to be improved as part of the rehabilitation of the mill buildings.
3. No tract perimeter setback or stream setback shall be required for any bridge spanning the Rocky Brook including for pedestrian access to the bridge.

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 22

Draft Bank Street Redevelopment Plan_for Adoption

Pedestrian Walkways

- I. Walkways providing pedestrian connection between public sidewalks and entrances to buildings within the Redevelopment Area shall be provided.
2. Within individual tracts, walkways shall be provided providing pedestrian connection between entrances of buildings and parking areas, outdoor amenity spaces and other pedestrian accessible locations.

Vehicular Circulation and Parking

- I. The following standards shall apply to Tract A.
 - a. Vehicular access shall be from North Academy Street via a private access drive.
 - b. Emergency access shall be permitted to be provided from a driveway connecting to Stockton Street.
 - c. Parking shall be provided in garages accessed by alleys behind townhouses, in off-street surface areas, in a structured parking garage and/or within the lower level of the brick mill building. Individual driveways and garages for townhouses shall not be permitted to front on any public street.
2. The following standards shall apply to Tract B.
 - a. Vehicular access shall be from Bank Street with emergency access only from N. Main Street.
 - b. Parking for the Fire House shall be provided in off-street surface areas behind the Fire House building and accessed from N. Main Street via the existing driveway, or via the development's access drive from Bank Street.
 - c. Parking for uses within the mixed-use buildings, multi-family dwelling units within the existing concrete mill building and for the general public shall be provided within the structured parking garage.
3. The following standards shall apply to Tract C.
 - a. Vehicular access shall be from an alleyway connecting to North Academy Street.
 - b. Parking shall be provided in garages accessed by alleys behind townhouses and off-street surface areas.
4. The following standards shall apply to Tract D.
 - a. Vehicular access shall be from driveways connecting to Purdy Street or Bank Street.
 - b. Parking shall be in off-street surface spaces within a shared parking lot.
 - c. Parking for the single-family dwelling unit fronting on Mechanic Street shall be in a driveway and/or garage on the same lot, accessed from Mechanic Street.

5. Parking standards and additional requirements:
 - a. On-street parking along the frontage of the Redevelopment Area may be included in the calculation of required number of parking spaces and off-street parking facilities may be shared between uses throughout the redevelopment area.
 - b. Townhouses shall be provided with an average of 2.0 parking spaces per dwelling unit.
 - c. Multi-family dwelling units shall be provided with an average of 1.25 parking spaces for each dwelling unit.
 - d. At least 30 parking spaces on the ground level of the structured parking garage attached to the mixed-use building on Tract B shall be reserved for non-residential uses and the general public.
 - e. The Planning Board may approve a reduction of the required parking where such reduction is demonstrated by study of the combined, or shared uses and customary operation of the uses that adequate parking would be provided for the actual uses. It is further recognized that the parking ratios established in this section are less than that required under the Residential Site Improvement Standards (*N.J.A.C. 5:21-1 et seq.*) Consequently, any action by the Planning Board shall require a finding of a *de minimus* exception from the RSIS standards pursuant to *N.J.A.C. 5:21-3.1(f)1*.
6. Provisions for electrical vehicle charging stations shall be provided on all tracts. At least one percent (1%) of the total number of parking spaces in each tract shall be pre-wired for the installation of electrical vehicle charging stations.
7. Provisions for bicycle parking including exterior racks, covered exterior racks and interior bike rooms shall be provided on all tracts shall be provided to accommodate a minimum of fifteen percent (15%) of dwelling units.

Buffering and Screening

1. Buffers as required by the regulations in effect at the time of site plan approval shall be provided for any environmentally sensitive lands, such as floodplains, wetlands and open waters, as designated by New Jersey Department of Environmental Protection (NJDEP).
2. All parking areas shall be buffered and screened from public view and adjacent residences with a minimum five (5) foot wide planted buffer.
3. Screening within required buffer areas shall consist of a combination of the following: existing vegetation supplemented with additional vegetative screening, a masonry wall and/or a solid or twenty-five percent (25%) open fence a minimum of four (4) feet in height above grade.

Landscaping

1. Existing vegetation shall be preserved to the extent practical.
2. A fence, wall, hedge, landscape edge, or some other design element shall be provided adjacent to the sidewalk, where feasible, to delineate the public sidewalk from the front yards of

townhouse units and the frontages of other buildings, with the exception of those areas where the public sidewalk abuts the building.

3. Deciduous street trees shall be provided along all street frontages within the Redevelopment Area, with the exception of the crossing over Rocky Brook. Such trees shall be a minimum size of 2½ inches in caliper at time of planting. Where the location of such trees would lie outside the public right-of-way, the redeveloper shall be required to provide an access and maintenance easement for street trees located on private land.
4. All portions of the tract not utilized by buildings or paved areas shall be landscaped, utilizing combinations of tree and shrub plantings, fencing, lawn and other vegetative ground covers and existing foliage in order to maintain or reestablish vegetation in the area and lessen the visual impact and climatic effects of structures and paved areas. The use of native plant species that are tolerant of drought and urban conditions shall be prioritized.

Fences, Walls and Retaining Walls

1. Fences and walls shall be composed of materials, colors, finishes, and/or design elements that are consistent with the architecture of the buildings and in accordance with the design vocabulary that is compatible and/or complementary of the design, style and character of the buildings in the surrounding neighborhood. Chain-link fences shall be prohibited.
2. Fences and walls shall be permitted to be located in front yard areas, provided that such shall not exceed a height of three (3) feet above grade.
3. Fences and walls shall be permitted to be located in the side and rear yard areas, provided that such shall not exceed a height of six (6) feet above grade.
4. Retaining walls shall be permitted in all yard areas and shall not exceed eight (8) feet in height. Fencing above retaining walls is permitted to be up to forty-eight (48) inches in height.
5. Orientation. The face or finished side of a fence or wall shall face the adjacent property. All supporting posts and cross-members shall face the property upon which it is located.
6. Drainage. Fences and walls shall be constructed in a manner so as to permit the continued flow of natural drainage and shall not cause surface water to be blocked or dammed causing ponding, either on the property upon which such is located or on any adjacent lot or public right-of-way.

Lighting

1. Parking area lighting shall be post-mounted, located in landscaped islands, and the center of the light source shall not exceed eighteen (18) feet in height above grade.
2. Pedestrian and access point lighting shall be post-mounted, and the center of the light source shall not exceed fourteen (14) feet in height above grade.
3. Street lighting shall be provided along the Bank and Academy Street frontages within the Redevelopment Area. Such fixtures shall utilize the Borough-approved fixture similar to those found in the downtown area along Main Street and Mercer Street, and the center of the light source shall not exceed fourteen (14) feet in height above grade. Those fixtures shall generally

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 25

Draft Bank Street Redevelopment Plan for Adoption

be located along the curb line. Where located in a grass planting strip, those fixtures shall be located on concrete foundation flush with finished grade.

4. Bollard lighting, not more than four (4) feet in height and appropriately shielded, and ground recessed lighting may be provided along public sidewalks, walkways and within open space areas.
5. Lighting may be attached to a building, provided that such lighting is focused downward and the fixture has a full cut-off design.
6. Lighting fixtures shall be LED, non-glare, full cut-off and shall not exceed a color temperature of 3,300° K.
7. Where lighting abuts residential areas, fixtures shall be shielded to eliminate light overflow onto residential lots.

Signs

1. The Redeveloper shall provide a comprehensive sign package, including materials, colors, finishes and/or details to the Planning Board.
2. The Planning Board may approve a comprehensive sign package for the project that includes sign types not contemplated by or different from the standards enumerated in Chapter 29 of the Borough of Hightstown Code.

Refuse and Recycling Facilities

1. Refuse and recycling facilities shall be provided to adequately accommodate each use, and shall be provided either within the building being served or in nearby locations outside the building.
2. Outdoor refuse and recycling facilities shall be screened from public view within and outside the development.
3. Any outdoor area provided for the collection and pickup of refuse and recyclable materials shall be adequately lit and shall be safely and easily accessible by residents and recycling personnel and vehicles.
4. Collection vehicles shall be able to access refuse and recycling facilities without interference from parked vehicles or other obstacles.
5. Any bins or containers which are used for the collection of refuse and recyclable materials, and which are located in outdoor refuse and recycling facilities, shall be covered and be equipped with signage indicating the materials to be placed therein.

Stormwater Management

1. Any redevelopment activities or structures shall be in conformance with applicable NJDEP regulations and Borough Ordinances with regard to storm water control.
2. Rain gardens, bioswales, stormwater treatment trains and other best management practices related to stormwater management are encouraged to be incorporated into the site

development plans if soil conditions can adequately accommodate the function of such features.

Building Design Standards

The regulations pertaining to building design standards contained herein shall apply to all development in the Redevelopment Area. The Planning Board may grant exceptions from these standards, pursuant to the procedure articulated in *N.J.S.A. 40:55D-51*.

General Requirements

1. All materials, colors, finishes and/or details used on the exterior of a building shall be architecturally compatible with the style of such building, as well as with each other. A building designed of an architectural style that normally includes certain integral features, materials, colors, finishes and/or details shall have such incorporated into the design of such building.
2. Permitted building materials for primary exterior wall surfaces shall generally include brick, fiber cement siding and smooth finished stucco. Trim materials may consist of precast stone, wood, fiber cement and PVC.
3. Conceptual architectural plans including materials, colors, finishes and/or details shall be provided for all buildings.

Brick Mill Building Design

1. The brick mill building shall utilize the rear portion of the existing building as the main entrance for residents and visitors. A secondary entrance along Bank Street is encouraged to be provided for both residents and visitors.
2. Mechanical equipment will generally be placed on the roof and shall be screened from visibility by landscaping or an enclosure to match the building façade.

Concrete Mill Building Design

1. The concrete mill building has an existing main entrance on the east side of the existing building. The main entrance is encouraged to be relocated to a new location along Bank Street, with the existing main entrance converted to a secondary entrance for both residents and visitors.
2. Mechanical equipment will generally be placed on the roof and shall be screened from visibility by landscaping or an enclosure to match the building façade.

Mixed-Use Building Design

1. The mixed-used building shall maintain the architectural integrity and be compatible and/or complementary of the design style and character of historic industrial and/or warehouse buildings.

2. Mechanical equipment will generally be placed on the roof and shall be screened from visibility by landscaping or an enclosure to match the building façade.
3. Generators will either be located at grade, in the building or placed on the roof. Where located at grade, such shall not be in the front yard area and shall be screened from visibility by landscaping, fence or wall. Where placed on the roof, such shall be screened from visibility by landscaping or an enclosure to match the building façade.

Structured Parking Garage Design

1. No portion of a structured parking garage shall have frontage along a public street.
2. All facades shall provide visual interest by utilizing one or more of the following treatments: compatible and/or complementary materials, colors, finishes and details as found on a primary façade or on surrounding buildings; exterior cladding in a vine-covered trellis; landscape screening; or graphic panels which may contain historic imagery or other content to be approved by the Borough.
3. Vehicular access to parking structures shall be designed in a manner that does not negatively affect pedestrian circulation along a public street and/or within the Redevelopment Area.
4. At least 30 parking spaces on the ground level of the structured parking garage attached to the mixed-use building on Tract B shall be reserved for public use and 6 spaces for the use by Hightstown Engine Company 1.

Townhouse Design

1. At least one of the townhouses shall have a finished floor elevation that is within four (4) inches of the finished exterior grade, so as to eliminate the need for ramps to provide access.
2. All townhouses shall maintain the architectural integrity and be compatible and/or complementary of the design style and character of the existing brick and concrete mill buildings. Such can be achieved by utilizing primarily brick façades.
3. For those townhouse units that front both Bank Street and North Academy Street, the North Academy Street façades shall maintain the architectural integrity and be compatible and/or complementary of the design style and character of the North Academy Street and Stockton Street neighborhood. Such can be achieved by having the main entrance, porch and private walkway to be oriented to face toward and relate to North Academy Street.
4. The townhouse unit's brick façades shall be distinguished from each other through the use of subtle shifts in front setbacks, variation of front entry types and window details, using a complimentary design vocabulary, and variation in front yard landscape design patterns which may include hedges, fencing and low walls.
5. HVAC equipment will generally be located at grade at the rear of the building.

Amenity Center Design

- I. Tract C Amenity Center. The Amenity Center located on Tract C shall be a freestanding structure designed to exhibit the overall architecture and design style of the Willis House, the yellow house formerly at the corner of North Academy Street and Bank Street. Such may be achieved by utilizing primarily clapboard facades and/or porches utilizing primarily wood or wood-like materials and elements.



Figure 6 Willis House

- a. The Tract C Amenity Center may contain a superintendent's apartment which shall be completely separate from the public use areas of the Amenity Center.
- b. The superintendent's apartment shall occupy the second floor of the building and have a private entrance at the ground level facing Academy Street. The apartment entrance shall simulate a typical residential building entrance employing a covered porch.
- c. HVAC equipment for both the superintendent's apartment and the amenity center shall be located at grade at the rear of the building and be screened from public view.

2. Amenity Centers in Other Tracts. Amenity space may be provided throughout the rehabilitated mill buildings and mixed use building.

Building Lots Not Required to Abut Street

It is recognized that lots within the Redevelopment Area may be created that do not have frontage on a street. The development of any new buildings in the Redevelopment Area first requires the submission and approval of a comprehensive conceptual plan (that will, ultimately, be appended to this Redevelopment Plan). Additionally, the requirements of this Redevelopment Plan require integrated pedestrian and vehicular access and circulation throughout the entirety of the Redevelopment Area, which would provide access to Bank Street or Main Street. Such access must be expressed and memorialized within the concept plan and must meet emergency access standards and requirements.

Buildings are required to be located on a lot with street frontage (*N.J.S.A. 40:55D-35*), and where such a configuration is impractical or unnecessary, an appeal may be sought under *N.J.S.A. 40:55D-36*. Any lot created that does not have street frontage, but that has access to the vehicular circulation system within the Redevelopment Area that provides access to a public street, shall be deemed to have sufficient emergency access for the purposes of any application or appeal.

Public Improvements

Public improvements may be required or proposed and shall be installed at the full expense of the designated redeveloper consistent with the design policies and standards that are contained within this

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 29

Draft Bank Street Redevelopment Plan_for Adoption

Plan. The redeveloper is expected to install necessary public improvements on the property they control as well as abutting rights-of-way. No recapture of off-site improvement expenses from future development should be anticipated. However, nothing contained herein shall be construed to preclude the ability of the municipality or redeveloper from obtaining any governmental programs, grants, loans, or other financial support or incentives for public infrastructure improvements or other construction, or from the municipality to consider a recapture provision.

Relocation Provisions

There are no occupied residences located within the Redevelopment Area. There are four occupied buildings in the Redevelopment Area that include Hightstown Engine Company No. 1 and the Hightstown East Windsor Historical Society on Tract B, Hightstown First Aid Squad building on Tract C, and the Hightstown Public Works facility on Tract D. No relocation is contemplated for the Fire House. The Borough Council is exploring the feasibility of relocating the Public Works facility and utilizing Tract D for a new first aid squad building and historical society building with museum which would allow for the full use of Tracts B and C for redevelopment (excepting the fire house). For any relocation, the Borough will comply with the requirements of *N.J.A.C. 5:11* for relocation assistance in accordance with applicable law. Participation in relocation assistance by the designated redeveloper shall be as set forth in the Redevelopment Agreement.

Affordable Housing

The Bank Street Redevelopment Plan contains one vacant dwelling unit that is not an affordable unit as defined by the Fair Housing Act (*N.J.S.A. 52:27D-301 et seq.*). Consequently, no dislocation of any households will occur and no replacement of affordable units is required as a result of its implementation.

DEVELOPMENT PLAN REVIEW AND APPROVAL

Concept Plan Required

Prior to any application for development that includes a new building or structure, the redeveloper shall submit a comprehensive, conceptual site plan, depicting the planned redevelopment for the entirety of the Redevelopment Area, to the Redevelopment Entity for review and approval. Once approved by the Redevelopment Entity, and found consistent with this plan, the conceptual site plan shall be appended to this redevelopment plan as an exhibit with which to determine consistency of any subsequent development applications. The Redevelopment Entity may delegate the consistency review to another agency or entity. Any amendment to the adopted conceptual plan shall require an amendment to this redevelopment plan. The conceptual plan shall indicate all uses, buildings, structures, parking, circulation, stormwater management and buffers for a consistency determination.

Application for Development

Preliminary and final site plan/subdivision applications for the project shall be submitted to the Hightstown Borough Planning Board for review and approval pursuant to state law and the Hightstown Borough Code Chapter 26 “Land Use Procedures” with the exception that Section 26-7 Community Impact Statement and Section 26-8 Environmental Impact Assessment shall not be required. Applications shall be accompanied by such maps, documents and materials in accordance with all relevant development application checklists. Applications may be submitted for the entire project or any number of phases, provided that all aspects of any proposed phasing, including phase configuration and location, and the timing and sequencing of phase development, shall be subject to Planning Board review, and will only be allowed if approved by the Redevelopment Entity as part of the concept plan consistency review.

Planning Board Review

- I. Site plan or subdivision review shall be conducted by the Hightstown Borough Planning Board pursuant to *N.J.S.A. 40:55D-1 et seq.*
2. An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirement set forth in *N.J.S.A. 40:55D-12a and -b.*

Variances, Exceptions and Submission Waivers

Any plan approved by the Planning Board for redevelopment within the Bank Street Redevelopment Area, shall conform to use and other standards of this Redevelopment Plan. Variances shall not be granted from “Use Regulations” or other mandatory components of this plan and any such deviations shall require an amendment to this redevelopment plan. Variances and design exceptions may be granted by the Planning Board from other standards contained in the remaining sections, herein, or within the Borough Code. Consideration of variances shall be undertaken pursuant to *N.J.S.A. 40:55D-70.c.* Consideration of exceptions shall be undertaken pursuant to *N.J.S.A. 40:55D-51.* Consideration of submission waivers shall be undertaken pursuant to *N.J.S.A. 40:55D-10.3.*

Effects of Approval

The effects of any Planning Board approval shall be consistent with the rights granted by Municipal Land Use Law (*N.J.S.A. 40:55D-1 et seq.*) except to the extent they may be modified by an agreement between the Borough and a redeveloper.

Acquisition of Property

No property is anticipated to be acquired in this plan, either through condemnation or arms-length transactions, however future land acquisition is not precluded by this plan. The Redevelopment Area has been designated as an Area in Need of Condemnation Redevelopment, and the Borough may acquire properties in order to achieve the goals and objectives of this redevelopment plan pursuant to *N.J.S.A. 40A:12A-16(a)*4.

RELATIONSHIP TO THE MASTER PLAN AND PLANS OF OTHER JURISDICTIONS

There are no significant relationships between this plan and the master plans of adjacent municipalities. However, consistency is apparent in the 2014 Hightstown Reexamination of the Master Plan, the 2016 Mercer County Master Plan, the Delaware Valley Regional Planning Commission's Connections 2040 Plan and the 2001 NJ State Development and Redevelopment Plan, as indicated in the following section.

2014 Borough of Hightstown Reexamination of the Master Plan

As required by N.J.S.A. 40A:12A-7(d), the Bank Street Redevelopment Plan helps to achieve the Master Plan Goals and Objectives as expressed in the Borough of Hightstown's Master Plan, which was last re-examined in 2014.

The Borough has long sought to improve the downtown. The 1998 Master Plan focused primarily on economic redevelopment "in hopes of jump starting the local economy and stimulating positive and prolonged change in Hightstown." In 1997, the Borough was awarded Center Designation and was recognized as a Town Center, committed to redeveloping the business district and defining its historic image and capitalizing on its open space connections.

The 2014 Master Plan Amendment and Redevelopment Re-Examination Report refined the Borough's planning policy by establishing the concept of Hightstown as a destination, "a place that visitors come to because it is a great place to spend the day, evening or a weekend. The uses in downtown should complement this objective – eateries, specialty retail, and uses that generate night life."

The following is an excerpt from the 2014 Master Plan Re-Examination Report, which provides clear statements about the Borough's desire to see the Rug Mill redeveloped:

Goal #12: Redevelopment Plan: "The process of redeveloping under Redevelopment Law provides the Borough with the greatest flexibility to respond to interested developers who want to re-purpose the Rug Mill. The Borough should continue to utilize the State's Redevelopment process to promote the potential of the Rug Mill."

Section IV-B: Rug Mill: "The Planning Board continues to feel that the redevelopment process in lieu of rezoning offers the greatest opportunities for reusing the site. It gives the Borough flexibility to meet the needs of interested developers and it also provides incentives, such as a possible PILOT program, (Payment in Lieu of Taxes), and negotiated design solutions that make the land development process easier, and therefore more attractive to prospective developers. ... Most likely, the current redevelopment plan will be revised when a new redeveloper is identified. Any revision to the Redevelopment Plan should embrace the concepts of form-based zoning."

Generally, redevelopment should consider a range of neighborhood commercial, "which would be more easily accomplished if Mechanic Street south of Bank Street were vacated" as well as a range of residential uses that complement the abutting residential uses. The brick building of the original mill should be preserved and could be reused in a creative way.

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 33

Draft Bank Street Redevelopment Plan_for Adoption

Other Plans of Hightstown

In 2015, the *Vision Plan for Downtown and Lakeside Improvements* was developed following extensive public input. This plan strives to make the downtown more vibrant with higher pedestrian activity and sales, the more complete use of the waterfront of Lake Peddie by residents and visitors and thus create more prosperity for the Borough and the region as a whole.

This was followed by the *Public Art Master Plan* for the Borough that was published by the Hightstown Cultural Arts Commission in 2017. This document recognized the value of public art in creative place making in developing Hightstown as a cultural center through goal setting, event hosting, educational classes and community partnerships. These goals are consistent with this redevelopment plan to revitalize a long dormant part of the nether downtown.

Adjacent Municipalities

The Redevelopment Area is not physically contiguous to the adjacent municipality of the Township of East Windsor and the redevelopment of this area is not inconsistent with the land uses or the Master Plan of the Township of East Windsor, which surrounds the Borough.

Mercer County Growth Management Plan

Mercer County recently completed a Master Plan in May 2016 which took an innovative three system approach to planning. It considers land use impacts and examines the interrelationship of impacts while using data and mapping to provide a sound basis for evaluating growth options and opportunities. This Redevelopment Plan is consistent with the following broad policies laid out in the Mercer County Master Plan:

- Promote redevelopment
- Direct growth to centers; and
- Mix uses to promote walkable communities.

Delaware Valley Regional Planning Commission (DVRPC)

The Redevelopment Plan is consistent with the goals of the Delaware Valley Regional Planning Commission's Connections 2040 Plan as follows:

- Encourages center-based planning as a New Jersey designated Town Center redeveloping an abandoned and underutilized site into a mixed-used development.
- Assists in stabilizing an older borough by concentrating growth within and around Centers which will allow for the preservation of open space, reduce strains on natural resources, and create thriving, pedestrian-friendly communities that offer an improved quality of life for all residents.

State 2001 Development and Redevelopment Plan

In 2001, the State Planning Commission adopted the State Development and Redevelopment Plan (the "SDRP"). The SDRP guides State-level development and redevelopment policy as well as local and

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 34

Draft Bank Street Redevelopment Plan_for Adoption

regional planning efforts. The SDRP includes eight (8) statewide goals and several policies which are intended to implement those goals. The SDRP's statewide goals are as follows:

- Revitalize the State's cities and towns;
- Conserve the State's natural resources and systems;
- Promote beneficial economic growth, development and renewal for all New Jersey residents;
- Protect the environment, prevent and clean up pollution; Provide adequate public facilities and services at a reasonable cost;
- Provide adequate housing at a reasonable cost;
- Preserve and enhance areas with historic, cultural, scenic, open space, and recreational value; and,
- Ensure sound and integrated planning and implementation statewide.

This Redevelopment Plan is consistent with the SDRP, meeting several of the above goals. Additionally, the SDRP also provides a State Plan Policy Map, which divides the State into several planning areas as well as the identifies a number of "Centers" and "Environs". According to this map, the Borough of Hightstown is contained entirely within the Suburban Planning Area (or "PA2"), which includes a wide variety of viable, traditional settlements and is seen as a key area for accommodating market forces and demand for development. In the Suburban Planning Area, the State Plan's intention is to:

- Provide for much of the state's future development;
- Promote growth in Centers and other compact forms;
- Protect the character of existing stable communities;
- Protect natural resources;
- Redesign areas of sprawl;
- Reverse the current trend toward further sprawl; and,
- Revitalize cities and towns.

This Redevelopment Plan will serve to meet each of these goals.

Finally, the Borough of Hightstown was designated as a Town Center by the State Planning Commission through the Centers Designation Process in 1997. This Redevelopment Plan will specifically promote the Borough's state certified Center Designation Plan and Implementation Agenda. According to page 15 of the Town Center petition, "Enhancing the appearance of the downtown will attract people and business. Similar coordination will be required to improve accessibility to an interconnected system of parking."

The Redevelopment Plan is also consistent with a number of activities outlined in the Town Center petition to promote economic growth in the Borough Hightstown including:

- Revitalizing the Main Street business district and transportation corridor;
- Creating a more inviting user-friendly downtown;

Bank Street Redevelopment Plan

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 35

Draft Bank Street Redevelopment Plan for Adoption

- Improving parking facilities and access to parking; and,
- Expanding access to existing and future commercial establishments.

Consequently, this Redevelopment Plan is consistent with the goals and objectives and advances the purposes of the Master Plan of the Borough of Hightstown, the Master Plan of the Township of East Windsor, the Mercer County Master Plan, the DVRPC's Connections 2040 Plan and the State Development and Redevelopment Plan.

Ordinance 2020-07

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE TO ESTABLISH SUPERIOR OFFICER SALARIES FOR THE YEARS 2019, 2020, AND 2021.

BE IT ORDAINED by the Mayor and Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, that as a result of a settlement agreement between FOP Lodge 140 (Superior Officers) and the Borough of Hightstown, that Superior Officers compensation shall be as follows:

SECTION 1.

- A. Base "A" salaries shall be as follows:

	<u>2019</u>	<u>2020</u>	<u>2021</u>
Sergeant	\$109,876.00	\$112,074.00	\$114,315.00
Lieutenant	\$122,748.00	\$125,207.00	\$127,711.00

- B. The Sergeants' 2019 and 2020 salaries shall be retroactive to January 1, 2019 and January 1, 2020 respectively, if the Sergeant(s) are on the active payroll of the Borough as of the final execution date of the Memorandum of Agreement between both parties.
- C. In addition to their base salary increases, each bargaining unit member shall be eligible to receive Seven Hundred Fifty (\$750.00) Dollars annually, less all applicable deductions if they work the full year, if they work less than a full year, they will receive a pro-rata share.
- D. If, during the period of January 1, 2019 and December 31, 2021, the Borough determines to reinstate the position of Police Lieutenant, the Borough and the FOP agree to meet to negotiate the compensation for the position of Police Lieutenant and any related benefits that are specific to the position of Police Lieutenant.

SECTION 2. Formula for Salary Computation.

- A. For the purposes of computing the employee's yearly salary, the Borough shall use the following formula:

Base "A" + Longevity = Base "B"
 Base "B" divided by 2080 = Hourly rate for Holiday pay.
 Holiday hourly rate x 104 holiday hours = Holiday Adjustment Value (HAV)
 Base "B" + HAV + stipends = Base "C"
 BASE "C" divided by 2080 = Current year's holiday pay rate.

Base "A" is set forth in Article XI, Section B
 Base "B" is only used to calculate holiday Pay
 BASE "C" is the current year's salary

- A. Effective January 1, 2011, each employee covered by this Agreement shall, in addition to his/her regular wages and benefits, be paid longevity increments based upon years of service with the Department of Police in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY</u>
After five (5) years of service	\$ 850.00
After ten (10) years of service	\$1,800.00
After fifteen (15) year of service	\$2,600.00
After twenty (20) years of service	\$3,500.00
After twenty-four (24) years of service	\$4,400.00

- B. Any new Officers hired after March 20, 2015 will no longer receive longevity.

SECTION 4. Other compensation.

- A. The following stipends shall be paid:

- | | |
|--|-----------------|
| 1. Officers assigned to head the Traffic Bureau and Detectives on call 24/7 | \$2000 per year |
| 2. Highest college of university degree obtained: | |
| a. Associates Degree in field of police science, public administration or criminal justice | \$150 |
| b. Bachelor's Degree in field of police science, public administration or criminal justice | \$250 |
| c. Master's Degree in field of police science, public administration or criminal justice | \$350 |
| d. Doctorate in field of police science, public administration or criminal justice | \$450 |
| e. No member who becomes part of this bargaining unit on or after January 1, 2019 shall be eligible for the stipends in paragraph A. (2) | |
| 3. Officer In Charge Pay (when designated by appropriate authority) | \$2.50/hour |

- B. Off Duty Employment Rates.

Members of the Department shall be eligible for extra duty pay, effective July 1, 2020, as follows:

- Seventy-Five (\$75.00) Dollars per hour, with a minimum obligation of four (4) hours pay, for all non-Borough/Board of Education and related entities off-duty activities/ events.
- Seventy (\$70.00) Dollars per hour for all Borough and/or Board of Education activities/events and/or other related obligations, of which there shall be no minimum pay or time obligation.
- One Hundred Five (\$105.00) Dollars per hour for every hour worked on an extra duty assignment, if said assignment lasts beyond eight (8) hours, except for Borough or Board of Education activities/events or other related obligations, for which the hourly rate shall remain at Seventy (\$70.00) Dollars per hour.
- These rates shall remain in effect until, at very least, a new collective bargaining agreement is executed by both parties covering the period of January 1, 2022 and thereafter.
- With the exception of Borough and Board of Education and related entities matters, if a job is cancelled with less than twelve (12) hour notice and the cancellation is not weather related, the applicable officers will receive Seventy-Five (\$75.00) Dollars per hour for four (4) hours.
- All monies paid shall be less all applicable deductions.

SECTION 5. This Ordinance shall take effect after final passage and publication as provided by law, but the ranges of compensation herein provided shall be retroactive to January 1, 2019, except where noted.

SECTION 6. The salary ranges established in this ordinance supersede any established for the same positions in previous salary ordinances and will remain in effect until changed by the adoption of a new or amending Salary Ordinance.

Introduced: July 20, 2020

Adopted:

ATTEST:

Debra L. Sopronyi
Borough Clerk

Lawrence D. Quattrone
Mayor

Ordinance 2020-08

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE TO ESTABLISH POLICE SALARIES FOR THE YEARS 2019, 2020, AND 2021.

BE IT ORDAINED by the Mayor and Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, that as a result of a settlement agreement between FOP Lodge 140 (Rank and File) and the Borough of Hightstown, that police officer compensation shall be as follows:

SECTION 1.

- A. Two (2%) increase, retroactive to January 1, 2019, if the employee was on the active payroll of the Borough as of December 31, 2018.
- B. Two (2%) percent increase, retroactive January 1, 2020, if the employee was on the active payroll of the Borough as of December 31, 2019.
- C. Two (2%) percent increase, effective January 1, 2021.
- D. Base "A" salaries based on the above shall be as follows:

<u>Steps</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Academy/ Probation	\$45,000.00	\$45,000.00	\$45,000.00
1	\$52,020.00	\$53,060.00	\$54,121.00
2	\$58,140.00	\$59,303.00	\$60,489.00
3	\$64,260.00	\$65,545.00	\$66,856.00
4	\$70,890.00	\$72,308.00	\$73,754.00
5	\$77,520.00	\$79,070.00	\$80,651.00
6	\$83,640.00	\$85,313.00	\$87,019.00
7	\$89,760.00	\$91,555.00	\$93,386.00
8	\$93,298.00	\$95,164.00	\$97,067.00
9	\$97,067.00	\$99,008.00	\$100,988.00
10	\$100,989.00	\$103,009.00	\$105,069.00

- E. Base salaries for employees hired from January 1, 2019 through December 31, 2021 shall be as follows:
 - 1. Classification – Academy - \$45,000.00
 - 2. Patrolman, once they are hired and the probationary period is complete, shall be entitled to the contractual wage increases as required by the 2019-2021 collective bargaining agreement between FOP and the Borough of Hightstown.
 - 3. As to step increments during the period of 2019 through 2021:

- a. If a bargaining unit member is at Step 3 in 2019 and his/her anniversary date is June 1, then for calendar year 2020, on January 1, 2020, his/her pay will remain at \$64,260.00 until June 1, 2020, when he/she would go to Step 4 at \$72,308.00. The same situation would continue in 2021, his/her pay would remain at \$72,308.00 until June 1, 2021, when he/she would go to Step 5 at \$80,651.00. This would continue under a new CBA is reached and this issue is again addressed.
- b. If a bargaining unit member reaches Step 9 on October 1, 2019, he/she continue at the 2019 Step 9 pay of \$97,067.00 until October 1, 2020, at which time he/she would receive Step 10 pay at \$103,009.00. He/she would stay at \$103,009.00 until October 1, 2021, at which time he/she would make \$105,069.00 and stay that way until a new CBA is reached and this issue is again addressed.

SECTION 2. Formula for Salary Computation.

- A. For the purposes of computing the employee's yearly salary, the Borough shall use the following formula:

Base "A" + Longevity = Base "B"
 Base "B" divided by 2080 = Hourly rate for Holiday pay.
 Holiday hourly rate x 104 holiday hours = Holiday Adjustment Value (HAV)
 Base "B" + HAV + stipends = Base "C"
 BASE "C" divided by 2080 = Current year's holiday pay rate.

Base "A" is set forth in Article XI, Section E
 Base "B" is only used to calculate holiday pay.
 Base "C" is the current year's salary.

SECTION 3. Longevity Pay.

- A. Effective January 1, 2015, each employee covered by this Agreement shall, in addition to his/her regular wages and benefits, be paid longevity increments based upon years of service with the Department of Police in accordance with the following schedule. Any current employee receiving the five (5) year longevity payment of Eight Hundred Fifty (\$850) Dollars will continue through their tenth (10th) year:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY</u>
After ten (10) years of service	\$1,800.00
After fifteen (15) years of service	\$2,600.00
After twenty (20) years of service	\$3,500.00
After twenty-four (24) years of service	\$4,400.00

- B. Any new Officers hired after March 20, 2015 will no longer receive longevity.

SECTION 4. Off Duty Employment Rates.

Members of the Department shall be eligible for extra duty pay, effective July 1, 2020, as follows:

1. Seventy-Five (\$75.00) Dollars per hour, with a minimum obligation of four (4) hours pay, for all non-Borough/Board of Education and related entities off-duty activities/ events.
2. Seventy (\$70.00) Dollars per hour for all Borough and/or Board of Education activities/events and/or other related obligations, of which there shall be no minimum pay or time obligation.
3. One Hundred Five (\$105.00) Dollars per hour for every hour worked on an extra duty assignment, if said assignment lasts beyond eight (8) hours, except for Borough or Board of Education

activities/events or other related obligations, for which the hourly rate shall remain at Seventy⁶⁸ (\$70.00) Dollars per hour.

4. These rates shall remain in effect until, at very least, a new collective bargaining agreement is executed by both parties covering the period of January 1, 2022 and thereafter.
5. With the exception of Borough and Board of Education and related entities matters, if a job is cancelled with less than twelve (12) hours notice and the cancellation is not weather related, the applicable officers will receive Seventy-Five (\$75.00) Dollars per hour for four (4) hours.
6. All monies paid shall be less all applicable deductions.

SECTION 5. This Ordinance shall take effect after final passage and publication as provided by law, but the ranges of compensation herein provided shall be retroactive to January 1, 2019, except where noted.

SECTION 6. The salary ranges established in this ordinance supersede any established for the same positions in previous salary ordinances and will remain in effect until changed by the adoption of a new or amending Salary Ordinance.

Introduced: July 20, 2020

Adopted:

ATTEST:

Debra L. Sopronyi
Borough Clerk

Lawrence D. Quattrone
Mayor

Ordinance 2020-09

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, *N.J.S. 40A: 4-45.1 et seq.*, provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, *N.J.S.A. 40A: 4-45.15a* provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Mayor and Council of the Borough of Hightstown in the County of Mercer finds it advisable and necessary to increase its CY 2020 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Mayor and Council hereby determine that a 1.0% increase in the budget for said year, amounting to \$57,678.58 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Mayor and Council hereby determine that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Mayor and Council of the Borough of Hightstown, in the County of Mercer, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2020 budget year, the final appropriations of the Borough of Hightstown shall, in accordance with this ordinance and *N.J.S.A. 40A: 4-45.14*, be increased by 3.5%, amounting to \$201,875.03, and that the CY 2020 municipal budget for the Borough of Hightstown be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, be filed with said Director within 5 days after such adoption.

Introduction:

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Resolution 2020-150

*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 \$69,671.45 from the following accounts:

Current		\$34,685.27
W/S Operating		28,804.52
General Capital		4,515.00
Water/Sewer Capital		0.00
Grant		0.00
Trust		622.06
Housing Trust		0.00
Animal Control		3.60
Law Enforcement Trust		0.00
Housing Rehab Loans		0.00
Unemployment Trust		0.00
Escrow		<u>1,041.00</u>
Total		<u><u>\$69,671.45</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 August 3, 2020.

Margaret Riggio
Deputy Borough Clerk

P.O. Type: All		Include Project Line Items: Yes		Open: N	Paid: N	Void: N			
Range: First		to Last		Rcvd: Y	Held: Y	Aprv: N			
Format: Detail without Line Item Notes				Bid: Y	State: Y	Other: Y	Exempt: Y		
Vendor # Name									
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void	1099
Item Description		Amount	Charge Account	Acct Type Description		Stat/Chk	Enc Date Date	Date Invoice	Excl
A0910 ALLMAX SOFTWARE, INC.									
20-00892 07/23/20 INV #25071 ANNUAL SUPPORT									
1 OPERATOR10 WASTEWATER ANNUAL		1,250.00	0-09-55-501-002-518	B Service Contracts - AWWTP		R	07/23/20 07/28/20	25071	N
Vendor Total:		1,250.00							
A0107 ANSELL GRIMM & AARON, PC									
20-00908 07/24/20 INVOICES JUNE 2020									
1 GENERAL FILE INV 456255		972.00	0-01-20-155-001-027	B General Matters		R	07/24/20 07/28/20	456255	N
2 ORDINANCES INV 456256		175.50	0-01-20-155-001-027	B General Matters		R	07/24/20 07/28/20	456256	N
3 RESOLUTIONS INV 456257		148.50	0-01-20-155-001-027	B General Matters		R	07/24/20 07/28/20	456257	N
4 ENGINEERING MATTERS INV 456258		81.00	0-01-20-155-001-027	B General Matters		R	07/24/20 07/28/20	456258	N
5 MEETINGS INV 456259		351.00	0-01-20-155-001-029	B Attendance at Council Meetings		R	07/24/20 07/28/20	456259	N
6 BORO ADV CASTORO & CO		135.00	0-01-20-155-001-033	B Litigation		R	07/24/20 07/28/20	456260	N
7 OPRA ISSUES INV 456261		175.50	0-01-20-155-001-027	B General Matters		R	07/24/20 07/28/20	456261	N
8 GENERAL TAX APPEAL MATTERS		364.50	0-01-20-155-001-027	B General Matters		R	07/24/20 07/28/20	456262	N
9 REDEVELOPMENT OF BANK ST AREA		140.00	0-01-20-155-001-027	B General Matters		R	07/24/20 07/28/20	456263	N
10 JOINT POLICE/MUNICIPAL COURT		40.50	0-01-20-155-001-027	B General Matters		R	07/24/20 07/28/20	456264	N
11 HECTOR & TRANSITO TORRES TO		27.00	0-01-20-155-001-027	B General Matters		R	07/24/20 07/28/20	456265	N
12 DOUGLAS F & COLLEEN BEAN		103.90	0-01-20-155-001-027	B General Matters		R	07/24/20 07/28/20	456266	N
13 PEDDIE SCHOOL - FINANCING/		0.00	0-01-20-155-001-027	B General Matters		R	07/24/20 07/28/20	456267	N
		2,714.40							
Vendor Total:		2,714.40							
A0054 AQUA PRO-TECH LABORATORIES									
20-00859 07/15/20 LAB TESTING INV #0060082M									
1 LAB TESTING INV #0060082M		1,196.86	0-09-55-501-002-532	B Outside Lab Testing		R	07/15/20 07/28/20	0060082M	N
Vendor Total:		1,196.86							

July 29, 2020
03:50 PM

Borough of Hightstown
Bill List By Vendor Name

Page No: 2
73

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
A0454 ATLANTIC TOMORROW'S OFFICE												
20-00896	07/23/20	2ND QUARTER COPY FEES										
1		2ND QUARTER COPY FEES	675.83	0-01-25-240-001-029		B Maint. Contracts - Other	R	07/23/20	07/28/20		CNIN054527C	N
Vendor Total:			675.83									
C0396 CAVANAUGH'S, INC.												
20-00809	07/08/20	MONTHLY PEST SERVICE 6-5-20										
1	INV. 131263	- JUNE PEST SERV.	20.00	0-01-26-310-001-029		B Maintenance Contracts	R	07/08/20	07/28/20		131263	N
2	INV. 132270	- JUNE PEST SERV.	20.00	0-01-26-310-001-029		B Maintenance Contracts	R	07/08/20	07/28/20		132270	N
			40.00									
Vendor Total:			40.00									
C0067 CENTRAL JERSEY POWER												
20-00781	06/26/20	PURCHASE OF 132										
1	INV. 171452	- PURCHASE OF 132	38.28	0-01-28-369-001-139		B Mower Repairs	R	06/26/20	07/28/20		171452	N
20-00808	07/08/20	PIPE COMP										
1	INV. 171926	- PIPE COMP	19.99	0-01-26-290-001-039		B General Machinery Parts	R	07/08/20	07/28/20		171926	N
Vendor Total:			58.27									
C0752 CHAD REED												
20-00906	07/23/20	NAFI ANNUAL MEMBERSHIP RENEWAL										
1		REIMBURSEMENT FOR 1 YEAR	145.00	0-01-25-256-002-044		B Professional Association Dues	R	07/23/20	07/29/20		35456	N
Vendor Total:			145.00									
C0058 CINTAS CORPORATION #061												
20-00845	07/14/20	UNIFORM ADVANTAGE 6/30/2020										
1	4052436579	6/5/2020	59.33	0-09-55-501-002-507		B Uniforms & Safety Equipment	R	07/14/20	07/28/20		4052436579	N
2	4053078607	6/12/2020	94.43	0-09-55-501-002-507		B Uniforms & Safety Equipment	R	07/14/20	07/28/20		4053078607	N
3	4053703945	6/19/2020	92.18	0-09-55-501-002-507		B Uniforms & Safety Equipment	R	07/14/20	07/28/20		4053703945	N

Vendor # Name													
PO #	PO Date	Description	Amount	Contract	PO Type	Acct Type Description	Stat/Chk	First	Rcvd	Chk/Void	1099		
Item	Description			Charge	Account			Enc Date	Date	Date	Invoice	Excl	
C0087 CUSTOM BANDAG, INC													
19-01904	12/13/19	TIRES FOR KEN'S TRUCK											
1		TIRES FOR KEN'S TRUCK	649.08	9-01-26-290-001-034		B Motor Vehicle Parts & Access.	R	12/13/19	07/28/20		80170248	N	
20-00869 07/15/20 TIRES FOR TRUCK 10													
1		TIRES FOR TRUCK 10	1,536.28	0-01-26-305-001-034		B Motor Vehicle Parts & Access.	R	07/15/20	07/28/20		80170057	N	
Vendor Total:			2,185.36										
E0576 EAST WINDSOR REGIONAL SCHOOL													
20-00874	07/15/20	MAY 2020 FUEL USE											
1		MAY 2020 FUEL USE - FIRE	121.95	0-01-31-460-001-166		B Motor Fuel - Fire Dept.	R	07/15/20	07/28/20		MAY 2020	N	
2		MAY 2020 FUEL USE - POLICE	651.25	0-01-31-460-001-145		B Motor Fuel - Police	R	07/15/20	07/28/20		MAY 2020	N	
3		MAY 2020 FUEL USE - 1ST AID	161.63	0-01-31-460-001-148		B Motor Fuel - Emergency Medical	R	07/15/20	07/28/20		MAY 2020	N	
4		MAY 2020 FUEL USE - GARBAGE	682.86	0-01-31-460-001-147		B Motor Fuel - Public Works	R	07/15/20	07/28/20		MAY 2020	N	
5		MAY 2020 FUEL USE - STREETS	387.99	0-01-31-460-001-147		B Motor Fuel - Public Works	R	07/15/20	07/28/20		MAY 2020	N	
6		MAY 2020 FUEL USE - PARKS	20.44	0-01-31-460-001-147		B Motor Fuel - Public Works	R	07/15/20	07/28/20		MAY 2020	N	
7		MAY 2020 FUEL USE - WATER	51.66	0-09-55-501-001-512		B Motor Fuel	R	07/15/20	07/28/20		MAY 2020	N	
8		MAY 2020 FUEL USE - SEWER	39.37	0-09-55-501-002-512		B Motor Fuel	R	07/15/20	07/28/20		MAY 2020	N	
9		MAY 2020 FUEL FACILITY FEE	120.00	0-01-31-460-001-144		B Upgrades to Fueling Facility	R	07/15/20	07/28/20		MAY 2020	N	
			2,237.15										
20-00875 07/15/20 JUNE 2020 FUEL USE													
1		JUNE 2020 FUEL USE - FIRE	262.49	0-01-31-460-001-166		B Motor Fuel - Fire Dept.	R	07/15/20	07/28/20		JUNE 2020	N	
2		JUNE 2020 FUEL USE - POLICE	966.48	0-01-31-460-001-145		B Motor Fuel - Police	R	07/15/20	07/28/20		JUNE 2020	N	
3		JUNE 2020 FUEL USE - 1ST AID	253.74	0-01-31-460-001-148		B Motor Fuel - Emergency Medical	R	07/15/20	07/28/20		JUNE 2020	N	
4		JUNE 2020 FUEL USE - GARBAGE	721.04	0-01-31-460-001-145		B Motor Fuel - Police	R	07/15/20	07/28/20		JUNE 2020	N	
5		JUNE 2020 FUEL USE - STREETS	634.06	0-01-31-460-001-145		B Motor Fuel - Police	R	07/15/20	07/28/20		JUNE 2020	N	
6		JUNE 2020 FUEL USE - PARKS	62.43	0-01-31-460-001-145		B Motor Fuel - Police	R	07/15/20	07/28/20		JUNE 2020	N	
7		JUNE 2020 FUEL USE - WATER	90.64	0-09-55-501-001-512		B Motor Fuel	R	07/15/20	07/28/20		JUNE 2020	N	
8		JUNE 2020 FUEL USE - SEWER	69.56	0-09-55-501-002-512		B Motor Fuel	R	07/15/20	07/28/20		JUNE 2020	N	
9		JUNE 2020 FUEL USE - CONSTRUC.	16.85	0-01-31-460-001-151		B MOTOR FUEL-CONSTRUCTION DEPARTMENT	R	07/15/20	07/28/20		JUNE 2020	N	
10		JUNE 2020 FUEL FACILITY FEE	120.00	0-01-31-460-001-144		B Upgrades to Fueling Facility	R	07/15/20	07/28/20		JUNE 2020	N	
			3,197.29										
Vendor Total:			5,434.44										

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	
E0201 EDMUNDS & ASSOCIATES, INC.													
20-00909	07/24/20	ESTIMATED BILLS: SET UP CHARGE											
1		ESTIMATED BILLS: SET UP CHARGE	350.00	0-01-20-145-001-027	B	Edmunds Software Support	R	07/24/20	07/28/20		20-02537	N	
Vendor Total:			350.00										
EXIT7005 EXIT 74 CUSTOM FABRICATIONS													
20-00765	06/22/20	INVOICE #1277 FABRICATE SUPPOR											
1		FABRICATE SUPPORT FOR PARKSON	250.00	0-09-55-501-002-503	B	Sewer Plant Maintenance	R	06/22/20	07/28/20		1277	N	
Vendor Total:			250.00										
GEETA005 GEETANJALI JAIN													
20-00819	07/08/20	REIMBURSE INFECTION PREV CLASS											
1		REIMBURSE INFECTION PREV CLASS	525.00	0-01-27-330-001-042	B	Education & Training	R	07/08/20	07/29/20		APRIL 2020	N	
Vendor Total:			525.00										
G1077 GEORGE S. COYNE CO., INC.													
20-00112	02/04/20	SODIUM BICARBONATE			B								
8	INV 339925	7-7-2020	1,631.37	0-09-55-501-002-552	B	Sodium Bicarbonate	R	02/04/20	07/28/20		339925	N	
20-00113	02/04/20	HYDROFLUOSILICIC ACID FLUORIDE			B								
7	INV 339618	DATED 7-2-2020	947.76	0-09-55-501-001-528	B	Fluorosilic Acid-	R	02/04/20	07/28/20		339618	N	
20-00124	02/05/20	LIME HI-CALC HYDRATED CARMEUSE			B								
7	INV 339617	DATED 7/2/2020	1,655.25	0-09-55-501-001-527	B	Calcium Hydroxide - Lime	R	02/05/20	07/28/20		339617	N	
20-00174	02/14/20	LIME HI-CALC HYDRATED AWWTP			B								
6	INV 339926	DATED 7-7-2020	1,103.50	0-09-55-501-002-553	B	Calcium Hydroxide (Lime)	R	02/14/20	07/28/20		339926	N	
Vendor Total:			5,337.88										
G0038 GOLD TYPE BUSINESS MACHINE													
20-00897	07/23/20	E-TICKET QUARTERLY											
1		E-TICKET QUARTERLY	1,330.00	0-01-25-240-001-130	B	Police E-Ticket	R	07/23/20	07/28/20		0000026850	N	
Vendor Total:			1,330.00										

Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type Description	Stat/Chk	First Enc Date	Rcvd Date	chk/Void Date	Invoice	1099 Excl
H0126 HIGHTS ELECTRIC MOTOR, INC.													
20-00889 07/23/20 INVOICE #0954669-IN													
1 REPLACE, REBUILD TWO GOULDS		1,396.40	0-09-55-501-002-503		B Sewer Plant Maintenance		R	07/23/20	07/28/20			0954669	N
Vendor Total:		1,396.40											
J0019 JCI JONES CHEMICALS, INC.													
20-00325 03/11/20 CHLORINE RES 2018-217													
4 INV 826519 DATED 7/14/2020		800.00	0-09-55-501-001-526		B Chlorine		R	03/11/20	07/28/20			826519	N
Vendor Total:		800.00											
J0258 JCP&L (STREET LIGHTING)													
20-00914 07/27/20 VARIOUS ACCOUNTS JUN-JULY 2020													
1 100 086 395 041 0 STOCKTON ST		31.54	0-01-31-435-001-075		B Street Lighting		R	07/27/20	07/29/20			95446312084	N
2 100 011 415 724 STREET LIGHT		368.83	0-01-31-435-001-075		B Street Lighting		R	07/27/20	07/29/20			95496275866	N
3 100 011 415 765 STREET LIGHT		1,667.81	0-01-31-435-001-075		B Street Lighting		R	07/27/20	07/29/20			95496275867	N
		2,068.18											
Vendor Total:		2,068.18											
J0069 JERSEY ELEVATOR SERVICE													
20-00886 07/23/20 JULY 2020 SERVICE													
1 INV 237919 - JULY 2020 SERVICE		178.47	0-01-26-310-001-029		B Maintenance Contracts		R	07/23/20	07/28/20			237919	N
Vendor Total:		178.47											
J1050 JOHN THOMAS JONES													
20-00884 07/23/20 LAB MGR CONSULT PPE 7/30/2020													
1 LAB MGR CONSULT PPE 7/30/2020		70.00	0-09-55-501-002-528		B Outside Consulting Services (B		R	07/23/20	07/28/20			PPE 7/30/2020	N
Vendor Total:		70.00											
JSHIN005 JSH INTERNATIONAL, LLC													
20-00890 07/23/20 30 DAY SUPPLY OF BAE FOR ANERO													
1 30 DAY SUPPLY OF BAE FOR		675.00	0-09-55-501-002-535		B Chemicals Miscellaneous		R	07/23/20	07/29/20			1300	N
Vendor Total:		675.00											

Vendor # Name										
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099
Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
M0065 METTLER-TOLEDO										
20-00548	04/30/20	FULL PREVENTIVE MAINTENANCE								
1 FULL PREVENTIVE MAINTENANCE	273.75	0-09-55-501-002-518	B	Service Contracts - AWWTP	R	04/30/20	07/28/20		654854135	N
Vendor Total:	273.75									
MIRAN005 MIRANDA CONTRERAS-PETERSON										
20-00904	07/23/20	IMPACT THEATRE 2020 SVCS								
1 IMPACT THEATRE 2020 SVCS	500.00	T-12-56-286-000-885	B	CULTURAL ARTS/SHAKESPEARE IN THE PARK	R	07/23/20	07/28/20		2020	N
Vendor Total:	500.00									
NJADV005 NJ Advance Media										
20-00898	07/23/20	JUNE 2020 LEGAL ADS								
1 ORD 2020-02 ADOPT	17.40	0-01-20-120-001-021	B	Advertisements	R	07/23/20	07/28/20		0009627485	N
2 ORD 2020-03 ADOPT	19.72	0-01-20-120-001-021	B	Advertisements	R	07/23/20	07/28/20		0009627487	N
3 COUNCIL 6/15 MEETING	13.34	0-01-20-120-001-021	B	Advertisements	R	07/23/20	07/28/20		0009627491	N
4 BUDGET 6/10 MEETING	14.50	0-01-20-120-001-021	B	Advertisements	R	07/23/20	07/28/20		0009630161	N
5 PARKS AND REC 6/11 MEETING	10.44	0-01-20-120-001-021	B	Advertisements	R	07/23/20	07/28/20		0009632861	N
6 HOUSING AUTH 6/17 MEETING	12.76	0-01-20-120-001-021	B	Advertisements	R	07/23/20	07/28/20		0009634394	N
7 REQUEST FOR PROPOSALS	20.88	0-01-20-120-001-021	B	Advertisements	R	07/23/20	07/28/20		0009634969	N
8 BUDGET 6/25 AND 7/1 MEETINGS	13.34	0-01-20-120-001-021	B	Advertisements	R	07/23/20	07/28/20		0009640673	N
9 CAC 6/24 MEETING	10.44	0-01-20-120-001-021	B	Advertisements	R	07/23/20	07/28/20		0009642283	N
	132.82									
Vendor Total:	132.82									
N0275 NJ LEAGUE OF MUNICIPALITIES										
20-00900	07/23/20	NJ MUNICIPALITIES MAGAZINE								
1 NJ MUNICIPALITIES MAGAZINE	25.00	0-01-20-110-001-199	B	Miscellaneous	R	07/23/20	07/28/20		20M-2372	N
Vendor Total:	25.00									
00019 O'BRIEN CONSULTING SERVICES										
20-00589	05/13/20	MONTHLY IT RATES MAR 2020								
1 MONTHLY IT RATES MAR 2020	900.00	0-01-25-240-001-029	B	Maint. Contracts - Other	R	05/13/20	07/28/20		20-5200	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
00019 O'BRIEN CONSULTING SERVICES Continued										
20-00589	05/13/20	MONTHLY IT RATES MAR 2020	Continued							
2 MONTHLY IT RATES MAR 2020		250.00	0-01-25-240-001-029	B Maint. Contracts - Other	R	05/13/20	07/28/20		20-5201	N
		1,150.00								
Vendor Total:		1,150.00								
P0557 PACKET MEDIA, LLC										
20-00899	07/23/20	HYDRANT FLUSHING								
1 HYDRANT FLUSHING		30.81	0-01-20-120-001-021	B Advertisements	R	07/23/20	07/28/20		00435031	N
20-00919 07/29/20 HYDRANT FLUSHING 7/24/2020										
1 HYDRANT FLUSHING 7/24/2020		15.81	0-01-20-120-001-021	B Advertisements	R	07/29/20	07/29/20		300560693	N
Vendor Total:		46.62								
P0063 PREMIER MAGNESIA, LLC										
20-00111	02/04/20	MAGNESIA/THIOGUARD	B							
4 MAGNESIA/THIOGUARD INV 590396		8,392.22	0-09-55-501-002-541	B Magnesium Hydroxide (Flomag H)	R	02/04/20	07/28/20		590396	N
Vendor Total:		8,392.22								
P0044 PSE&G										
20-00915	07/27/20	ENERGY BILLS DATED 7/17/2020								
1 74 199 082 06	232 MERCER ST	16.20	0-01-31-446-001-070	B Gas Heat - Borough Hall	R	07/27/20	07/29/20		600106753611	N
2 65 039 876 09	125 AVE W TOWER	16.20	0-09-55-501-001-505	B Gas Service	R	07/27/20	07/29/20		600906672530	N
3 66 759 467 06	140 N MAIN ST	19.84	0-01-31-446-001-143	B Gas/Heat - Fire House	R	07/27/20	07/29/20		603506096195	N
4 66 878 908 08	156 BANK ST	23.48	0-01-31-446-001-070	B Gas Heat - Borough Hall	R	07/27/20	07/29/20		604605797775	N
		75.72								
Vendor Total:		75.72								
R0077 ROBERTS ENGINEERING GRP LLC										
20-00878	07/20/20	#3691/5/26/2020								
1 review cross access easement		131.00	2019-02	P SITE PLAN	R	07/20/20	07/28/20		3691	N
20-00879 07/20/20 #3792-7/2/2020										
1 revise/update zoning map		235.25	0-01-21-180-001-106	B Planning Board Engineer-General	R	07/20/20	07/28/20		3792	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
R0077 ROBERTS ENGINEERING GRP LLC Continued										
20-00880	07/20/20	#3794; 7/2/2020								
1 app. review/letter to PB		910.00	WIND1601	P WINDSOR PROPERTY ASSOC., LLC	R	07/20/20	07/28/20		3794	N
Vendor Total:		1,276.25								
R0039 RR DONNELLEY										
20-00505	04/22/20	SAFETY PAPER - LEGAL								
1 SAFETY PAPER - LEGAL		73.50	0-01-27-330-001-036	B Office Supplies- Maint.	R	04/22/20	07/28/20		HIGHTSTOWN	N
Vendor Total:		73.50								
W0156 SEARING, WILLIAM										
20-00888	07/23/20	REIMBURSEMENT FOR MISC SUPPLY								
1 BRUSHES, PAINT ROLLERS MISC		9.00	0-09-55-501-002-523	B Paper Products/Janitorial	R	07/23/20	07/28/20		26666081	N
20-00894	07/23/20	WORK SHOE								
1 WORK SHOES L.L.BEAN		100.00	0-09-55-501-002-507	B Uniforms & Safety Equipment	R	07/23/20	07/29/20		010278911344	N
Vendor Total:		109.00								
SHERW010 SHERWIN WILLIAMS PAINT										
20-00903	07/23/20	5 GALLON LOXON CONCRETE PRIMER								
1 5 GALLON LOXON CONCRETE PRIMER		130.00	0-09-55-501-002-535	B Chemicals Miscellaneous	R	07/23/20	07/28/20		6260-5	N
Vendor Total:		130.00								
T0047 THE RODGERS GROUP, LLC										
20-00867	07/15/20	ANNUAL SUBSCRIPTION								
1 ANNUAL SUBSCRIPTION		2,304.00	0-01-25-240-001-029	B Maint. Contracts - Other	R	07/15/20	07/29/20		6033	N
Vendor Total:		2,304.00								
T0224 TORNQUIST GARAGE										
20-00832	07/13/20	TOW HPD VEHICLE #2								
1 TOW HPD VEHICLE #2		85.00	0-01-26-315-001-131	B Vehicle Maint. - Police	R	07/13/20	07/28/20		07/15/2020	N
Vendor Total:		85.00								

Vendor # Name												
PO #	PO Date	Description	Amount	Contract Charge	PO Type Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
U0144 UPS												
20-00907	07/24/20	ACCT 161Y33 DRAEGER INC										
1 INV	0000161Y33280	7/11/20	8.03	0-01-30-421-001-022	B Postage & Express Charges	R	07/24/20	07/28/20			0000161Y33280	N
Vendor Total:			8.03									
USA A005 USA ARCHITECTS PLANNERS AND												
20-00732	06/16/20	USA PROJECT NUMBER 2019-025			B							
2 USA	PROJECT NUMBER 2020-044		4,515.00	C-04-55-886-000-447	B MUNICIPAL COMPLEX SOFT COSTS 2019-10	R	06/16/20	07/29/20			30773	N
Vendor Total:			4,515.00									
V0019 VERIZON												
20-00911	07/24/20	ACCT 1-53 & 1-69 7/15/20										
1 750-717-188-0001-53	7/16-8/15		280.48	0-01-31-440-001-089	B Telephone-VERIZON	R	07/24/20	07/28/20			750717188000153	N
2 250-717-367-0001-69	7/16-8/15		111.52	0-01-31-440-001-089	B Telephone-VERIZON	R	07/24/20	07/28/20			250717367000169	N
			392.00									
Vendor Total:			392.00									
VERIZ015 VERIZON FIOS												
20-00881	07/21/20	155-504-140-0001-53 7/10-8/9										
1 155-504-140-0001-53	7/10-8/9		159.99	0-01-25-240-001-060	B INTERNET AND WEB SERVICES	R	07/21/20	07/28/20			155504140000153	N
Vendor Total:			159.99									
V0022 VERIZON WIRELESS												
20-00910	07/24/20	ACCT 342344031-00001 6/9 - 7/8										
1 ACCT 342344031-00001	6/9 - 7/8		304.12	0-01-31-440-001-079	B Telephone-VERIZON WIRELESS	R	07/24/20	07/28/20			9858233774	N
2 VERIZON REFUND CK	19251472		17.84	0-01-31-440-001-079	B Telephone-VERIZON WIRELESS	R	07/24/20	07/28/20			9858233774	N
			321.96									
Vendor Total:			321.96									

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	
W0073 WASTE MANAGEMENT OF NJ, INC.												
20-00175	02/14/20 RECYCLING RES 2017-31			B								
7	INV 2938306-0502-9 7/1/2020	5,263.58	0-01-26-311-001-029	B	Recycling Contract co-mingle-paper/cdbd	R	06/15/20	07/28/20		2938306-0502-9	N	
Vendor Total:		5,263.58										
W0071 WASTE MGMT OF NEW JERSEY, INC.												
20-00876	07/17/20 SLUDGE REMOVAL JUNE 2020											
1	SLUDGE REMOVAL JUNE 2020	7,631.24	0-09-55-501-002-538	B	Sludge Removal/Disposal-Waste Management	R	07/17/20	07/28/20		2938345-0502-7	N	
Vendor Total:		7,631.24										
W0286 WEST WINDSOR TOWNSHIP												
20-00883	07/23/20 2020 HEALTH INTERLOCAL 3RD QTR											
1	2020 HEALTH INTERLOCAL 3RD QTR	7,737.25	0-01-43-511-001-026	B	West Windsor Health Contract	R	07/23/20	07/28/20		3RD QTR HEALTH	N	
Vendor Total:		7,737.25										
Total Purchase Orders:		62	Total P.O. Line Items:		120	Total List Amount:		69,201.70	Total Void Amount:		0.00	

Totals by Year-Fund								
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total	Total
CURRENT FUND	0-01	34,219.12	0.00	34,219.12	0.00	0.00	0.00	34,219.12
	0-09	28,155.44	0.00	28,155.44	0.00	0.00	0.00	28,155.44
	0-21	0.00	0.00	0.00	0.00	0.00	1,041.00	1,041.00
Year Total:		62,374.56	0.00	62,374.56	0.00	0.00	1,041.00	63,415.56
CURRENT FUND	9-01	649.08	0.00	649.08	0.00	0.00	0.00	649.08
GENERAL CAPITAL	C-04	4,515.00	0.00	4,515.00	0.00	0.00	0.00	4,515.00
TRUST OTHER - FUND #12	T-12	622.06	0.00	622.06	0.00	0.00	0.00	622.06
Total of All Funds:		68,160.70	0.00	68,160.70	0.00	0.00	1,041.00	69,201.70

Project Description	Project No.	Rcvd Total	Held Total	Project Total
SITE PLAN	2019-02	131.00	0.00	131.00
WINDSOR PROPERTY ASSOC., LLC	WIND1601	910.00	0.00	910.00
Total of All Projects:		<u>1,041.00</u>	<u>0.00</u>	<u>1,041.00</u>

Resolution 2020-151

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

**AUTHORIZING PAYMENT TO RICHARD GRUBB AND ASSOCIATES (RGA) FOR
INTENSIVE-LEVEL HISTORIC ARCHITECTURAL SURVEY FOR MUNICIPAL
FACILITIES LOCATED AT 230 MERCER STREET**

WHEREAS, on June 15, 2020, the Borough Council awarded a contract for an Intensive-Level Historic Architectural Survey associated with the Municipal Facilities located at 230 Mercer Street to Richard Grubb and Associates (RGA) of Cranbury, New Jersey at a cost not exceed \$9,688.00; and

WHEREAS, the architect has submitted payment request #1 for services through June 30, 2020, in the total amount of \$830.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that payment request #1 to Richard Grubb and Associates (RGA) in Cranbury, New Jersey in the amount of \$830.00, is hereby approved as detailed herein, and the CFO is authorized to issue same.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 3, 2020.

Margaret M. Riggio
Deputy Borough Clerk



CULTURAL
RESOURCE
CONSULTANTS

HEADQUARTERS

259 Prospect Plains Road | Building D | Cranbury, New Jersey 08512 | 609-655-0692

The Borough of Hightstown
156 Bank Street
Hightstown, New Jersey
Atten: Debra L. Soprnyi

Invoice

Invoice Date: July 20, 2020
Invoice Number: 2020-180-01
Billing Period: NTP – June 30, 2020

Intensive-Level Historic Architectural Survey, 230 Mercer Street (Block 60, Lot 16), Borough of Hightstown, Mercer County, New Jersey (HPO Project #19-2807)

PO 00772

Contract Amount: \$9,688.00

Services Performed:

	Amount
Planning and Coordination and Fieldwork	\$830.00

Amount Due This Invoice: \$830.00

Account Summary

Services BTD	Expenses	Last Inv	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid
\$830.00	\$0.00					

Total Amount Due Including This Invoice: \$830.00

This invoice is due within 30 days

Please remit payment to Richard Grubb & Associates, Inc at headquarters: 259 Prospect Plains Road, Building D, Cranbury, NJ 08512

Thank you for your business!

ADDITIONAL OFFICES | Florida | Pennsylvania | Maryland | Ohio

ON THE WEB | www.rgaincorporated.com | mail@rgaincorporated.com

DBE/WBE/SBE CERTIFIED

Resolution 2020-152

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

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE BOROUGH OF HIGHTSTOWN AND THE TOWNSHIP OF ROBBINSVILLE TO SHARE MUNICIPAL COURT FACILITIES, EMPLOYEES, EQUIPMENT AND SUPPLIES.

WHEREAS, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1, *et seq.* (the “Act”), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, N.J.S.A. 2B:12-1(c) provides that “two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court”; and

WHEREAS, the Borough of Hightstown (the “Borough”) is in need of facilities, employees, equipment and supplies (the “Facilities”, “Employees”, and “Equipment and Supplies”, respectively) in order to provide services (the “Services”) to effectively operate the Hightstown Borough Municipal Court in accordance with all statutory requirements and pursuant to the direction and oversight of the Assignment Judge of Mercer County; and

WHEREAS, the Borough and the Township of Robbinsville (the “Township”) have previously entered into Agreements in order to share facilities, employees, and equipment relating to their respective municipal court operations in accordance with N.J.S.A. 2B:12-1(c) in order to conserve resources and to provide for a more efficient and more economically sound municipal court system, while each municipality has maintained its right to appoint its own judge, prosecutor and public defender; and

WHEREAS, the Borough and the Township (collectively, the “Parties”) wish to continue and build upon this existing relationship for Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, in accordance with the terms and conditions set forth in an “Agreement Between the Borough of Hightstown and the Township of Robbinsville to Share Municipal Court Facilities, Employees, Equipment and Supplies” (the “Agreement”), a copy of which is attached hereto and made a part hereof; and

WHEREAS, it is the intention of the Parties that the Agreement shall replace and supersede any and all prior agreements governing the sharing of Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, existing by and between the Parties as of the Effective Date of the Agreement; and

WHEREAS, the Governing Bodies of both the Borough and the Township find that it is in the best interests of the Parties to continue to collectively provide for and share the Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, under the terms and conditions referenced in the Agreement; and

WHEREAS, the Mayor and Council wish to approve the attached Agreement, and to authorize the Mayor and Municipal Clerk to execute the same on behalf of the Borough.

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

1. That the attached Agreement with the Township of Robbinsville to Share Municipal Court Facilities, Employees, Equipment and Supplies, for the term referenced therein, is hereby approved, in accordance with the provisions of N.J.S.A. 40:65-1, *et seq.*
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk is authorized to attest, the attached Agreement on behalf of the Borough.
3. That this Agreement is subject to the provision of adequate funds in the Borough's 2020 and 2021 budgets.
4. That this Agreement is subject to and contingent upon the approval of the Administrative Office of the Courts (the "AOC") and the Assignment Judge.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Debra L. Sopronyi, RMC/CMC, QPA, CMR, Borough Clerk;
 - b. Joy Tozzi, Robbinsville Township Administrator;
 - c. Police Chief Frank Gendron; and
 - d. Frederick C. Raffetto, Esq., Borough Attorney.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 3, 2020.

Margaret Riggio
Deputy Borough Clerk

**AGREEMENT BETWEEN THE BOROUGH OF HIGHTSTOWN
AND THE TOWNSHIP OF ROBBINSVILLE TO SHARE MUNICIPAL COURT
FACILITIES, EMPLOYEES, EQUIPMENT AND SUPPLIES**

THIS AGREEMENT 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”).

WITNESSETH:

WHEREAS, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1, *et seq.* (the “Act”), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, N.J.S.A. 2B:12-1(c) provides that “two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court”; and

WHEREAS, Hightstown is in need of facilities, employees, equipment and supplies (the “Facilities”, “Employees”, and “Equipment and Supplies”, respectively) in order to provide services (the “Services”) to effectively operate the Hightstown Borough Municipal Court in accordance with all statutory requirements and pursuant to the direction and oversight of the Assignment Judge of Mercer County; and

WHEREAS, Hightstown and Robbinsville have previously entered into Agreements in order to share facilities, employees, and equipment relating to their respective municipal court operations in accordance with N.J.S.A. 2B:12-1(c) in order to conserve resources and to provide for a more efficient and more economically sound municipal court system, while each municipality has maintained its right to appoint its own judge, prosecutor and public defender; and

WHEREAS, the Parties wish to continue and build upon this existing relationship for Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, for the term referenced herein, in accordance with the terms and conditions set forth in the within Agreement,

effective upon the following: (1) execution of the within Agreement; and (2) approval of the Administrative Office of the Courts (hereinafter, the “AOC”) and the Assignment Judge of the Superior Court of New Jersey, Mercer County Vicinage (hereinafter, the “Assignment Judge”), whichever occurs later; and

WHEREAS, it is the intention of the Parties that this Agreement shall replace and supersede any and all agreements governing the sharing of Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, existing by and between the Parties on the Effective Date of this Agreement; and

WHEREAS, the Governing Bodies of both Robbinsville and Hightstown find that it is in the best interests of the Parties to continue to collectively provide for and share the Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, under the terms and conditions referenced herein;

NOW, THEREFORE, with the foregoing Recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Robbinsville and Hightstown, intending to be legally bound, hereby agree as follows:

1. Provision of Space within the Robbinsville Municipal Court Building. Robbinsville shall provide Hightstown with space in the Robbinsville Municipal Court Building in which to conduct Hightstown’s Municipal Court (the “Facilities”) and the Parties agree to share the Facilities referenced herein, pursuant to N.J.S.A. 2B:12-1(c), in accordance with the terms and conditions set forth herein.

A. Judge’s Chambers. Each Party recognizes and understands that the area delegated as the Judge’s chambers is for the sole use of the Judge of each Party and the Court Administrator of Robbinsville. No other individual shall use that office without written approval from the Business Administrator of Robbinsville.

2. Provision of Staff within the Robbinsville Municipal Court Building.

A. Municipal Judge. Each Party shall appoint its own individual(s) to serve as municipal judge and shall be responsible for the direct and indirect expenses relating to the salary compensation thereof. If at any time during this Agreement the Parties agree to utilize the same individual(s) for municipal judge, a new agreement governing the terms of same shall be adopted by both municipalities and shall be submitted to the AOC and Assignment Judge for approval.

B. Municipal Prosecutor and Public Defender. The offices of municipal prosecutor and public defender for each Party shall be governed by Section 3 below.

C. Certified Court Administrator, Deputy Court Administrator and Violations Clerk. The offices of certified court administrator, deputy court administrator, and violations clerk for each Party shall be governed by Section 3 below.

- D. Security. Security for weapons screening at the entry of the courtroom prior to and during all court sessions, and within the courtroom during all court sessions as per the approved court security plan, shall be provided by Robbinsville for both Robbinsville and Hightstown court sessions. Provisions of employment for security staff shall be governed by Section 3 below.
- E. Prisoner Transportation. Hightstown shall be responsible for the transport of all persons held in custody on warrants or summons and sentencing emanating from Hightstown. Robbinsville shall permit the temporary use of custodial facilities while court is in session.
- F. Designated Court Dates/Times. Robbinsville shall provide the use of its Facilities to Hightstown on the first and third Wednesdays of each month for sessions at 4:00 p.m. and 5:00 p.m., and the second and fourth Wednesdays of each month for sessions at 1:00 p.m., or at such times as mutually agreed to by the Parties.

3. Provision of Employees to Provide the Services.

- A. Municipal Prosecutor and Public Defender.
 - i. Robbinsville shall contract for and appoint a municipal prosecutor and public defender in accordance with all statutory requirements.
 - ii. Within thirty (30) days of the execution of this Agreement by both Parties Hightstown shall appoint to its respective offices the municipal prosecutor and public defender appointed by Robbinsville.
 - iii. The municipal prosecutor and public defender shall be considered contracted professionals of Robbinsville and Hightstown depending upon the municipal court same is appearing before during a particular session. Robbinsville shall be responsible for compensation to the municipal prosecutor and public defender in accordance with the terms and rates set forth in the applicable professional services agreements.
 - iv. In return for the provision of the Services referenced herein, Hightstown agrees to pay to Robbinsville the per session cost, as set forth in the applicable professional services agreements, for each session the municipal prosecutor and public defender is appearing before the Hightstown Borough Municipal Court.
- B. Certified Court Administrator, Deputy Court Administrator and Violations Clerk.
 - i. Robbinsville shall provide the Services to Hightstown, through the use of the Robbinsville employees ("Robbinsville Employees"), in order to administer, manage and oversee all operations of the Hightstown Borough

Municipal Court, in accordance with all statutory requirements and subject to the direction and oversight of the Assignment Judge of Mercer County.

- ii. The Robbinsville Employees shall have the powers and perform the duties of Certified Court Administrator, Deputy Court Administrator, and Violations Clerk, respectively, in the same manner as if they were employed by Hightstown. These powers and duties shall include, but not be limited to, those set forth in N.J.S.A 2B:12-13, *et seq.*
- iii. The Robbinsville Employees shall maintain their full-time status as employees of Robbinsville and shall not be considered employees of Hightstown. Robbinsville shall be responsible for direct salary compensation to the Robbinsville employees and continue to pay all indirect expenses relating to salary compensation, including but not limited to payroll taxes, pension, worker's compensation, healthcare coverage, etc., for same (inclusively the "Costs").
- iv. The Services referenced herein shall be provided to Hightstown by Robbinsville, through the Robbinsville Employees, based upon a Sixty/Forty Percent (60%/40%) split, with Robbinsville being responsible for Sixty Percent (60%) of the Costs and Hightstown being responsible for Forty Percent (40%) of the Costs. For 2020, Hightstown's share of the total Costs for the Certified Court Administrator, two Deputy Court Administrators, and two Violations Clerks is \$148,954.14, such total incorporating direct salary as well as indirect expenses noted in subsection iii above. In the event Robbinsville raises the salary of any of the Robbinsville Employees, Robbinsville shall notify Hightstown by December 1 of any such raise to take effect in the following year.

Additionally, for each hour worked by the Robbinsville Employees in excess of 35 total hours per week, on matters exclusive to the Hightstown Borough Municipal Court, the following hourly rates for 2020 shall apply: \$32.19 for the Certified Court Administrator, \$25.50 for Deputy Court Administrator, and \$18.87 for Violations Clerk. In the event Robbinsville raises the salary of any Robbinsville Employees, these hourly rates shall increase accordingly.

- v. It is understood that the Robbinsville Employees are not being appointed by Hightstown, but rather, their services as Certified Court Administrator, Deputy Court Administrator, and Violations Clerk are controlled by this Agreement.

C. Security.

- i. Robbinsville shall provide to Hightstown, through the use of Robbinsville Employees, security for weapons screening at the entry of the courtroom

prior to and during, and within the courtroom during all court sessions of the Hightstown Borough Municipal Court as per the approved court security plan (“Security Services”).

- ii. The Robbinsville Employees, consisting of a bailiff and court officer, shall have the powers and perform their security duties in the same manner as if they were employed by Hightstown.
- iii. The Robbinsville Employees shall maintain their full-time status as employees of Robbinsville and shall not be considered employees of Hightstown. Robbinsville shall be responsible for direct salary compensation to the Robbinsville employees and continue to pay all indirect expenses relating to salary compensation, including but not limited to payroll taxes, pension, worker’s compensation, healthcare coverage, etc., for same (inclusively the “Costs”).
- iv. The Security Services referenced herein shall be provided to Hightstown by Robbinsville, through the Robbinsville Employees, for each session of the Hightstown Borough Municipal Court. Hightstown shall be responsible for all of the Costs accrued during each session, based upon the following hourly rates for 2020: \$31.24 for the Bailiff and \$21.65 for the Court Officer. These hourly rates do not include indirect expenses, which Hightstown shall be responsible for in addition to the direct hourly rate. In the event Robbinsville raises the salary of any Robbinsville Employees, these hourly rates shall increase accordingly.
- v. It is understood that the Robbinsville Employees are not being appointed by Hightstown, but rather, their services are controlled by this Agreement.

4. Provision of Equipment and Supplies.

- A. Robbinsville shall provide the necessary Equipment and Supplies to Hightstown in order to allow Hightstown to effectively operate the Hightstown Borough Municipal Court
- B. In return for the provision of the Equipment and Supplies referenced herein by Robbinsville to Hightstown, Hightstown agrees to pay Forty Percent (40%) of the costs associated with the provided Equipment and Supplies.
- C. For any equipment and supplies that are Court-specific, including but not limited to letterhead and envelopes, the Party whose court the Court-specific equipment and supplies are for is responsible for procuring same and shall pay One Hundred Percent (100%) of the costs associated with such equipment and supplies.
- D. For purchases of equipment that shall be used by each Party and are expected to exceed Six Thousand Dollars (\$6,000.00) each Party agrees to split the cost of same

equally. Robbinsville shall initiate the purchasing process and shall allow Hightstown an opportunity to review the proposed purchase and approve of same prior to making such purchase.

5. Bank Accounts. In accordance with N.J.S.A. 2B:12-1, *et seq.*, the Parties each will maintain their own general and bail account. These accounts will be maintained according to standardized financial procedures established to process and track all monies received in the municipal courts. The Parties will receive and appropriately distribute all fines generated by all cases on their respective dockets. Robbinsville and Hightstown will maintain dedicated funds in accordance with the Parking Offenses Adjudication Act (POAA) and Alcohol Education Rehabilitation and Enforcement (DWI) Act, which will be made available to their respective Municipal Courts.

6. Liabilities. Any liability associated with or concerning Robbinsville or Hightstown determined to exist prior to or after the Effective Date of this Agreement shall be the sole responsibility of the Party that incurred such liability.

7. Caption. In accordance with N.J.S.A. 2B:12-1, *et seq.*, the identities of the individual courts shall continue to be expressed in the captions of orders and process.

8. Term. The term of this Agreement shall commence on January 1, 2020 (the “Effective Date”) and terminate on December 31, 2021, or the date upon which the Parties execute a new agreement governing the subject matter hereof, whichever occurs sooner.

9. Consideration.

- A. During the term of this Agreement Hightstown shall pay to Robbinsville a quarterly fee of Eighteen Thousand Dollars (\$18,000.00) for use of the Facilities.
- B. During the term of this Agreement payment shall be made by Hightstown to Robbinsville for the Robbinsville Employees on a quarterly basis, in accordance with invoices provided by Robbinsville to Hightstown, which detail(s) the number of hours performed by the Robbinsville Employees for Hightstown during the prior quarter, and based upon the provisions of Section 3 above.
- C. During the term of this Agreement payment shall be made by Hightstown to Robbinsville for the Equipment and Supplies on a quarterly basis, in accordance with invoices provided by Robbinsville to Hightstown based upon the provisions of Section 4 above.
- D. Administrative Fee. Hightstown shall pay to Robbinsville a quarterly fee of Three Thousand Dollars (\$3,000.00) as consideration for administration of the provisions of this Agreement.
- E. Payment by Hightstown to Robbinsville shall be made within thirty (30) days of the date of each invoice or the next business day if the thirtieth day falls on a weekend or holiday designated by Robbinsville.

- F. Robbinsville, based upon its best available information and knowledge, shall provide to Hightstown by December 1, an estimate of the total payment to be made by Hightstown under this Agreement for the following year.

10. Hold Harmless/Indemnification.

- A. Hightstown shall defend, hold harmless and indemnify Robbinsville, its officers, employees and agents, from and against any and all fines, claims and losses, of whatever nature or type, arising out of or in connection with the provision of the Facilities, Employees, Equipment and Supplies under this Agreement by Robbinsville to Hightstown, to the extent permitted by law. This provision specifically excludes liability imposed under workers compensation and employment practices insurance; it being the intention of the Parties that each Party shall be responsible for providing workers compensation benefits to its own employees and that each Party would defend against an employment practice claim brought by its own employee. This provision shall also exclude punitive damages and damages as a result of the gross negligence or willful or wanton conduct of any Robbinsville officers, employees or agents.
- B. Each Party shall notify the other if any event occurs which requires or which may require defense and/or indemnification under this Agreement. Hightstown shall provide Robbinsville with legal counsel satisfactory to Robbinsville, which consent shall not be unreasonably withheld, to defend against any such claim or proceeding which may be brought against Robbinsville, its officers, employees and agents, to whom this Section applies. Hightstown shall pay, satisfy and discharge any judgment, settlement, compromise, order, or decree, which may be recovered against Robbinsville, its officers, employees and agents, to whom this Section applies. This provision specifically excludes liability imposed under workers compensation and employment practices insurance; it being the intention of the Parties that each Party shall be responsible for providing workers compensation benefits to its own employees and that each municipality would defend against an employment practice claim brought by its own employee. This provision shall also exclude punitive damages and damages as a result of the gross negligence or willful or wanton conduct of any Robbinsville officers, employees or agents.

11. Insurance. It is recognized and understood that Robbinsville and Hightstown each participate in a Joint Insurance Fund ("JIF"). Final approval of this Agreement by the Parties is subject to each obtaining insurance coverage satisfactory to the respective JIFs. Each Party agrees to name the other as an additional insured party on any insurance policies that it separately maintains. Each Party shall provide the other with a Certificate of Insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event that either Party ceases to participate in a JIF, then such Party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other Party.

12. Accounting. Accounting and records maintenance for the Parties shall be the responsibility of each Party to whom the records apply.

13. Communications Between the Parties.

- A. Communications between the Parties regarding the provision of the Facilities, Employees, Equipment and Supplies under this Agreement shall be directed to the Business Administrator of the respective Party; however, nothing contained within this paragraph shall prevent the Business Administrator or Mayor of either Party from contacting their counterpart for the other Party with information or suggestions regarding the Facilities, Employees, Equipment and Supplies provided hereunder.
- B. The Parties agree to meet at least annually to discuss the provision of the Facilities, Employees, Equipment and Supplies under this Agreement, the costs associated with the same, and any other matters that are relevant to the within Agreement.

14. Termination. This Agreement may be terminated only upon mutual written consent of the Parties.

15. Notices. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the following designated municipal representatives:

- A. The designated municipal representative for Robbinsville is:

Township Clerk
Township of Robbinsville
2298 Route 33
Robbinsville, New Jersey 08691

- B. The designated municipal representative for Hightstown is:

Borough Clerk
Borough of Hightstown
156 Bank Street
Hightstown, New Jersey 08520

16. Choice of Law. Any dispute arising under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

17. Venue. Any dispute regarding the terms of this Agreement shall be venued in New Jersey Superior Court, Mercer County.

18. Assignment and Waiver. The rights, duties and obligations of this Agreement may not be assigned without either Party's prior written consent and it is agreed that a failure or delay in the enforcement of any of the provisions of this Agreement by either Party shall not constitute a waiver of those provisions.

19. Entire Agreement. This Agreement sets forth the entire understanding of the Parties and cannot be changed or modified orally.

20. Modification. This Agreement may only be supplemented, amended or revised in writing, which has been duly authorized by the Parties and signed by the proper authorized representatives thereof.

21. Mutually Drafted. The Parties hereto acknowledge that the drafting of this Agreement is a mutual effort between the Parties and that this Agreement is not to be construed against either Party as the drafter.

22. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable, in any respect, by any court of competent jurisdiction, the rest of this Agreement shall nevertheless remain in full force and effect.

23. AOC and Assignment Judge Approval. The Parties acknowledge and agree that this Agreement is contingent upon and subject to the approval of the AOC and the Assignment Judge, and that the Agreement shall not become effective until such approval(s) have been received.

24. Filing. A copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

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

ATTEST:

BOROUGH OF HIGHTSTOWN

Debra L. Sopronyi, Municipal Clerk

Lawrence Quattrone, Mayor

ATTEST:

TOWNSHIP OF ROBBINSVILLE

Michele Seigfried, Municipal Clerk

David Fried, Mayor

Resolution 2020-153

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

AMENDING RESOLUTION 2019-115 AUTHORIZING AN AGREEMENT FOR ARCHITECTURAL AND CONTRACT ADMINISTRATION SERVICES FOR MUNICIPAL FACILITIES LOCATED AT 230 MERCER STREET

WHEREAS, Resolution 2019-44, appointed the Musial Group as Architect and Contract Administrator for the municipal facilities project located at 230 Mercer Street; and

WHEREAS, Resolution 2019-44 also authorized concept design at a cost not to exceed \$40,000; and

WHEREAS, Resolution 2019-115, adopted on June 3, 2019, authorized the remainder of the project at a total cost not to exceed \$459,895.00; and

WHEREAS, Resolution 2020-40, adopted on January 21, 2020, amended the contract to not exceed \$472,895.00 without further authorization of the Governing Body; and

WHEREAS, additional engineering costs associated with the design of the police substation increases the contract by \$39,100.00; and

WHEREAS, it is necessary to amend the contract amount to not exceed \$511,995.00 without further authorization of the Governing Body; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the contract amount in Resolution 2019-115 is hereby amended to not exceed \$511,995.00, as detailed herein, without further authorization of the Governing Body.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 3, 2020.

Margaret Riggio
Deputy Borough Clerk

**THE
MUSIAL
GROUP
ARCHITECTURE**

13 April 2020

E-MAIL ONLY

Debra L. Sopronyi, RMC/QPA/CMR
Administrator/Borough Clerk
Borough of Hightstown
156 Bank Street
Hightstown, NJ 08520

RE: Architectural Proposal for Remaining Project Design & Construction

Dear Ms. Sopronyi:

As requested following is our proposal to provide the Borough of Hightstown with an updated proposal for architectural/engineering services based on the revised schematic plans dated 16 March 2020 numbered SK-27a-R1, SK27b-R1, SK27c-R1 and SK27d-R1. We have requested that our consultants provide us with a revised proposal for their services. As you are aware we have completed the Concept Design, Schematic Design and Design Development for the original building design of approximately 21,859 sf. Our total contract for this work was \$459,895.00 and we have been paid for the first three (3) completed phases \$201,776.00. The remaining three (3) phases are the construction document phase, bidding phase and construction administration phase. The fee remaining to cover these three (3) phases is \$258,119.00.

The revised plans mentioned above total 17,429 square foot compared to the 21,859 square feet of the original design. The renovation work within the existing building remains the same with minor changes. The major change is with the building addition and the site design. Our consultant Whitman, who is responsible for the MEPF design, site design and structural engineering, has given us a proposal to update their documents to reflect the new design. Their additional fee to undertake these revisions is \$34,000. Please see their proposal attached. We have added our typical mark-up to their fee of 1.15 times their fee to cover our costs such as the cost of professional liability insurance and the handling of their work. The Musial Group's portion of the Fee will remain as is. Therefore, the total fee for the new design will be \$39,100.

Noel S. Musial, A.I.A., PP, NCARB
President

Noel S. Musial II, A.I.A., NCARB
Principal

Larry Lane, A.I.A.
Project Architect

John A. Krupka, PE
Project Engineer

191 Mill Lane
Mountainside, NJ 07092
t. 908.232.2860
f. 908.232.2845
themusialgroup.com

**THE
MUSIAL
GROUP
ARCHITECTURE**

Hightstown Municipal Complex
Additional Services
3 April 2020
Page 2 of 2

Therefore, the revised remaining fee is \$297,119 arrived at as follows:
\$258,119 plus \$39,100 for a total of \$297,119.

If you have any questions or require additional information, please let us know.

Thank you for giving us this opportunity and we look forward to the successful and timely completion of this project, I remain,

Very truly yours,

THE MUSIAL GROUP, p.a. ARCHITECTURE

A handwritten signature in black ink, appearing to read "Noel S. Musial", with a large, stylized loop at the end.

Noel S. Musial, AIA, NCARB, PP
President

cc: Noel Musial II, AIA, NCARB
Larry Lane, AIA



Corporate Headquarters
7 Pleasant Hill Road
Cranbury, NJ 08512

Tel: 732.390.5858 • Fax: 732.390.9496
www.whitmanco.com

April 3, 2020

Mr. Noel S. Musial, AIA, PP, NCARB
President
The Musial Group Architecture
191 Mill Lane
Mountainside, New Jersey 07092

RE: Hightstown Municipal Building and Police Headquarters
Civil, Structural and MEPF Design
230 Mercer Street
Hightstown, New Jersey
Whitman Project #19-70-16T
Whitman Proposal #39281-A

Dear Mr. Musial:

Thank you for the opportunity to prepare a proposal for professional civil, structural, fire protection, plumbing, mechanical and electrical engineering design services required to provide changes to the design for the Hightstown Municipal Building and Police Headquarters project in Hightstown, New Jersey. This proposal confirms our ongoing discussions.

The Musial Group Architecture (hereinafter referred to as Client) is requesting civil, structural and MEPF design services from Whitman. Whitman has been working with the Client on the design for the renovated Hightstown Municipal Building and Police Headquarters. The scope has changed where the municipal building functions in the existing YMCA building will be unchanged, the police section will now be a police substation with the main police station functions at another location. The area for the police substation building addition is approximately 2,500 square feet. The police substation addition consists of a two-story structure with access to the existing basement including an elevator, conference room, break room, storage, bathrooms, police workstations, counseling room and entry vestibule. Whitman's fee below is presented as the additional fee required to complete the design drawings while reviewing the balance of un-used fees thus far.

This proposal is based on an email with the revised floor plans received on March 27, 2020 and subsequent conversations.

1.0 SCOPE OF WORK

Upon authorization to proceed, Whitman will provide the following tasks:

—◆—
Creating Solutions. Exceeding Expectations.

Mr. Noel S. Musial, AIA, PP, NCARB
 The Musial Group Architecture
Whitman Proposal #39281-A
 April 3, 2020
 Page 2

1. Review all available documentation and drawings including existing drawings, specifications, reports, etc.

2.0 CIVIL SCOPE

The civil scope of work includes the changes to the contract documents, including drawings and specifications, for the required modifications to the site due to the smaller building addition footprint.

3.0 STRUCTURAL AND MEPF SCOPE

1. The structural scope of work includes the changes to the contract documents, including drawings and specifications, for the required modifications to the existing building structure to receive the building addition as well as the foundation and building structure for the police substation building addition.
2. The fire protection scope of work includes the performance specification showing the required fire protection criteria. Whitman assumes that the selected fire protection contractor will provide signed and sealed fire protection layout drawings for permit.
3. The plumbing scope of work includes the design for the new domestic (hot and cold including hot water generation), natural gas, sanitary and vent piping to support the proposed renovations to the existing building as well as new building addition. The plumbing fixture layout and cut sheets will be provided by the Architect. Whitman assumes that the new rooftop heating and domestic water heating equipment will be gas-fired. Whitman will provide the technical information for the plumbing service upgrade applications to be submitted by the eventual contractor.
4. The mechanical scope of work includes the design of new mechanical equipment and associated ductwork to support the proposed renovations to the existing building as well the equipment to serve the building addition. The calculations will be redone for the new building addition. Whitman will coordinate with the Client when proposing to route ductwork through existing areas. The design will include new exhaust fans for the proposed toilet rooms. Whitman and the Client have previously agreed to a rooftop, variable-air-volume (VAV) HVAC system; Whitman assumes that this type of system will be maintained in the new design.
5. The electrical scope of work includes the design for the proposed equipment power and new lighting for the proposed renovation. The lighting and equipment layout and cut sheets shall be provided by the Architect. Whitman will circuit lighting per the architectural reflected ceiling plans and receptacles in the space. Whitman will locate new fire alarm devices in the proposed renovation area and new building addition according to Code. The design of a generator serving designated loads in

Mr. Noel S. Musial, AIA, PP, NCARB
 The Musial Group Architecture
Whitman Proposal #39281-A
 April 3, 2020
 Page 3

the facility is still part of the project. Whitman will provide the technical information for the electrical service upgrade application to be submitted by the eventual contractor.

6. Submit preliminary documents for review and comment by all relevant project stakeholders. Whitman will provide a 60% and 90% submission for review and comment.
7. Incorporate comments and prepare final contract documents consisting of plans and specifications. Each submission includes one revision to address comments from Client, any significant change in layout resulting in re-design of building systems will result in additional charges to the Client. Following final submission of drawings, any changes will be invoiced on an hourly basis as agreed to by Client. Whitman will provide a change order for these revisions. Provide four sets of signed and sealed drawings to obtain the required construction permits. The contractor will obtain all construction permits.

4.0 WORK SCOPE NOTES

1. Whitman's scope of work and fee does not include inspection of, design for, or remediation of hazardous materials which might be present. These services will be provided as additional if requested and approved by the Owner and Architect, including investigation, testing and monitoring programs, site remediation and full environmental services.
2. All additional meetings, site visits or services requested by your office, or required by code officials, will be billed on an hourly basis as per our attached Fee Structure.
3. The design will be based on the existing information available (site drawings, original drawings, audits, site survey of existing conditions, etc.).
4. The Client will provide CAD floor plan backgrounds and project border.
5. The Client will provide the type and locations for the proposed lighting and equipment layout.
6. The Client will provide the cut sheets and locations for the proposed plumbing equipment layout.
7. The Client will provide a comprehensive list of the systems/areas to be placed on the new generator.
8. Special systems (IT, security, A/V, etc.) design is not included in this proposal, but may be obtained for additional scope and fee. Whitman will show on their drawings

Mr. Noel S. Musial, AIA, PP, NCARB
 The Musial Group Architecture
Whitman Proposal #39281-A
 April 3, 2020
 Page 4

locations of data outlets, camera and their security devised as well as A/V location. Empty conduit will be provided to above ceiling, system by others.

9. All application or escrow fees are the responsibility of the client.
10. Construction administration services are included in the original proposal, thus not included in this proposal.

5.0 COST

Whitman proposes to provide the civil, structural and MEPF design services as described herein for an additional lump sum fee, including reimbursable expenses, according to the following table:

Task	Fee
Civil Design Scope Change	\$ 6,000
Structural Design Scope Change	\$19,000
MEPF Design Scope Change	\$ 9,000
Total	\$34,000

Whitman's presented fee is the additional fee required to complete the design drawings while reviewing the balance of un-used fees thus far. The balance of proposal number 39281 will be invoiced as per the original agreement.

6.0 FEE STRUCTURE

The fee structure for this work is included in Attachment 1 as part of this proposal and will be a part of the Agreement between Client and Whitman.

7.0 PROPOSAL PERIOD

This proposal is valid for a period of 45 days.

8.0 TERMS AND CONDITIONS

Whitman's Standard Terms and Conditions are included as Attachment 2 as part of this proposal and will be a part of the Agreement between Client and Whitman.

Mr. Noel S. Musial, AIA, PP, NCARB
The Musial Group Architecture
Whitman Proposal #39281-A
April 3, 2020
Page 5

9.0 SUMMARY

This proposal describes the services to be provided by Whitman to Client in Hightstown, New Jersey. The cost to complete the Scope of Work is a lump sum fee of **\$34,000**.

To initiate the Scope of Work, please return a signed copy of this proposal. Please contact me if you have any questions regarding this proposal.

Very truly yours,



Edward Alonso, P.E., C.E.M., LEED A.P.
Vice President of Business Development

EA/kk
Attachments

Mr. Noel S. Musial, AIA, PP, NCARB
The Musial Group Architecture
Whitman Proposal #39281-A
April 3, 2020
Page 6

PROPOSAL ACCEPTANCE

The signature below, by a duly authorized representative of Client, indicates acceptance of the referenced proposal and all attachments including the Terms and Conditions without exception. Acceptance is limited to the terms stated in this proposal, and any additional or different terms are rejected unless expressly agreed to in writing by Whitman.

Name, Title (please print)

Company Name (please print)

Signature

Date

Phone Number

E-mail Address

Name & Address of Whom to Invoice:

Name, Title

Company Name

Street Address, City, State, Zip

Phone Number

E-mail Address

ATTACHMENT 1

2020 ENGINEERING FEE STRUCTURE

Professional Service rates for Whitman's staff are as follows:

PROFESSIONAL SERVICES

Principal II	\$265.00 per hour
CEO/President	\$250.00 per hour
Principal I	\$240.00 per hour
Professional Engineer (PE)	\$205.00 per hour
Senior Vice President	\$200.00 per hour
Vice President	\$190.00 per hour
Director	\$180.00 per hour
Senior Project Manager	\$155.00 per hour
Project Manager	\$140.00 per hour
Senior Engineer	\$130.00 per hour
Project Engineer	\$115.00 per hour
Staff Engineer	\$100.00 per hour
Engineering CAD	\$ 90.00 per hour
Office Manager	\$ 70.00 per hour

The following Professional Service rates also apply to overtime work.

ADMINISTRATIVE SERVICES

Administrative Support	\$ 60.00 per hour
------------------------	-------------------

1. Administrative Services overtime work is billed at 1 ½ standard billing rate.
2. Expert testimony for deposition or trial is billed at 1 ½ standard billing rate.
3. Labor billings include miscellaneous direct costs such as mobile phone usage, telephone calls, faxes, copying, postage, computers, plotters, CAD systems and digital cameras.
4. Daily Vehicle use will be invoiced at \$100/day.
5. Large size color plots will be invoiced at \$10.00/plot and large sized black/white plots will be invoiced at \$4.00/plot.

**WHITMAN STANDARD TERMS AND CONDITIONS
FOR PROFESSIONAL ENGINEERING SERVICES**

- 1. AGREEMENT:** This Agreement shall be between Whitman and the Client listed in the accompanying proposal (Client), and shall consist of a Proposal and Standard Terms and Conditions. The Agreement shall become effective upon execution by both Whitman and Client. Whitman will provide engineering services on behalf of Client as provided in the Scope of Work. CLIENT is defined in the attached Proposal or Scope of Work.
- 2. CHANGES:** This Agreement may be modified with the mutual consent of both parties. All modifications must be made in writing and must be signed by Client and by Whitman. Facsimile, electronic authorization (such as e-mail) and electronic signatures shall be sufficient in lieu of original signatures unless otherwise noted by Client.
- 3. TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days written notice. In the event of termination, Whitman will be paid for all services rendered and reimbursable expenses incurred to the date of the termination and, in addition, all costs or expenses directly attributable to termination.
- 4. DELAYS:** Whitman shall not be responsible to Client or to any other party for damages of any kind including, but not limited to, lost revenues or business, or any consequential or incidental damages due to delays that were not reasonably foreseeable, or due to delays that were foreseeable but not caused solely by Whitman's negligence or willful misconduct. In the case of delays that are foreseeable, Whitman will notify the Client as to the nature and duration of such delay as soon as the possibility of the delay becomes apparent to Whitman.
- 5. CLIENT'S RESPONSIBILITIES:** It is Client's responsibility to provide Whitman with all available information pertinent to the project, including previous reports, site drawings, property deeds, title searches previous surveys and any other data or information necessary for the accomplishment of the Scope of Work. Client is responsible for providing access to the site and to on-site structures and for providing information on subsurface structures, utilities, chemicals, hazardous wastes and hazardous materials that may affect Whitman's ability or safety in performing the agreed upon services. Client is responsible to provide Whitman with as-built diagrams indicating locations of underground utilities in and around the designated work area. If Whitman secures utility mark-outs, and Client cannot or fails to provide as-built information, Whitman will be held harmless for any and all related utility damages. Whitman shall not be responsible nor liable for defects in work attributable to Whitman's reliance upon or use of information, data, or drawings provided by Client, or by Client's failure to provide information or access.

If requested by Whitman, the Client shall furnish evidence of its financial ability to fulfill its obligations under the Agreement. In the absence of such assurance, Whitman shall have the right to seek payment in advance or to suspend work and/or delay commencement of work until such assurance is received and accepted.

- 6. WHITMAN'S RESPONSIBILITIES:** Whitman shall perform the Scope of Work provided in this Agreement in an expeditious and professional manner and in accordance with professionally accepted practices and standards of care in the geographic area and at the time in which the Scope of Work is performed. This warranty is in lieu of any and all other warranties, either express or implied. Client recognizes that the limited nature of available data results in some uncertainty with respect to the interpretation of site conditions, despite the use of due professional care.

Whitman shall be responsible for the management and supervision of subcontractors it retains to perform the Scope of Work under this Agreement.

Whitman shall perform the Scope of Work as an independent contractor and shall have responsibility for and control over the details and means of performing the Scope of Work. Whitman shall be subject to the directions of Client only with regard to the scope of the services provided and the general results required.

- 7. SUBCONTRACTORS:** Whitman shall employ subcontractors as necessary to perform the Scope of Work. The identity and qualifications of all subcontractors shall be made known to Client upon request.

If Client elects to contract directly with any contractor or subcontractor, Client will be solely and completely responsible for all charges and costs incurred for the contractor's or subcontractor's services. Client shall indemnify and hold harmless Whitman from any and all claims, demands, damages, and liability resulting from the activities of any contractor, subcontractor, employee or agent Client engages directly to perform services in connection with the project that is the subject of this Agreement. Whitman reserves the right to refuse to work with any contractor or subcontractor who is not qualified or properly certified for the work for which it has been engaged by Client.

- 8. EXISTING HAZARDOUS CONDITIONS:** Whitman shall assume no liability for the existence of any hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution associated with Client's property or operation, or for any release or discharge of such material which may occur during the performance of the Scope of Work. It is understood that in performing the Scope of Work Whitman neither creates nor contributes to the creation of hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution.
- 9. CONSEQUENTIAL DAMAGES:** Neither Whitman nor its subcontractors shall be liable for indirect, incidental or consequential damages, such as loss of product, loss of use of equipment or facility, loss of anticipated profit or revenues, non-operation or increased expense of operation, due to Whitman's or its subcontractors' performance or nonperformance of the Scope of Work.
- 10. HOLD HARMLESS:** Client agrees to indemnify, save, and hold harmless Whitman, its officers and employees from any and all claims and damages which are caused solely or in part by Client's, its agents' or employees' acts of negligence, omissions, errors, intentional conduct, fraud or dishonesty, or that are caused by any hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution associated with the Client's property operation or that is released or discharged during the performance of the Scope of Work.
- 11. LIMITATION OF LIABILITY AND INDEMNIFICATION:** Client agrees to limit Whitman's liability to itself and to all other parties, and to defend, indemnify, and hold harmless Whitman, its employees and subcontractors, from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever, including attorney's fees, arising out of or resulting from Whitman's negligent acts, errors or omissions, such that the total aggregate liability of Whitman to all parties shall not exceed Whitman's applicable professional liability insurance coverage. Whitman shall be liable to Client only for direct damages to the extent caused by Whitman's negligence or willful misconduct in the performance of its services. UNDER NO CIRCUMSTANCES SHALL WHITMAN BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS.
- 12. INSURANCE COVERAGE:** For the purpose of performing the Scope of Work, Whitman carries the following forms of insurance coverage: Comprehensive General Liability Insurance, Professional Liability Insurance/Pollution Liability, Automobile Liability, and Workmen's Compensation Insurance for all Whitman employees. Subcontractors to Whitman are required to provide their own insurance coverage.
- 13. OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Scope of Work (the "Documents") shall be the property of the Client upon full payment of Whitman's fees for the services rendered. The Documents, however, are not intended or represented to be suitable for reuse by Client or others on extensions of the Scope of Work or on any other project. Any use or reuse of the Documents without written approval, verification, and adaptation by Whitman for the specific purpose intended will be a Client's sole risk and without liability to Whitman or its subcontractors. Whitman may retain copies of the Documents for record purposes. Whitman will keep laboratory data on file for five years following completion and delivery to Client and reserves the right to discard the data after that time without notice to Client.
- 14. PROPRIETARY AND CONFIDENTIAL INFORMATION:** Whitman will use its best efforts to protect proprietary and confidential information developed or provided by Client to Whitman during performance of the Scope of Work including, in its discretion, notice to its employees to prevent unauthorized publication and disclosure.
- 15. PROMOTIONAL MATERIALS:** Whitman shall be entitled to use, for promotional purposes, Client's name, a general description of the services performed, and a general description of the project, unless requested by Client not to do so.
- 16. PAYMENT OF FEES & COLLECTION PROCESS:** Clients are billed monthly or milestone by Whitman. **Standard payment is net 30 days upon receipt of invoice unless otherwise specified and explicitly agreed to by Whitman and client.** Whitman will follow the collections protocol as established by the following:
- Payment Less than Net 10 days; 2% discount.
 - Payment over Net 45 days; Whitman's Project Manager will reach out to Client's Project Manager.
 - Payment over Net 60 days; Whitman's Accounting personnel will reach out to Client's Accounting Personnel.
 - Payment over Net 90 days; Whitman's Attorney will reach out to Client in writing.
 - Payment over Net 120 days; Whitman will start legal proceedings. i.e. liens, collections, suits.

Whitman reserves the right to pre-bill Client for subcontracted services in order to guarantee prompt payment to subcontractors. Whitman will assess a service charge of 1½% per month on any balance that remains due and owing 30

days following the date of the invoice. In the event that legal action is required by Whitman to effect collection, Client will be responsible for the payment of reasonable expenses and attorneys' fees incurred by Whitman in connection therewith.

17. UNFORESEEN OCCURRENCES: If, during the performance of services, any unforeseen condition or occurrence is encountered which, in Whitman's judgment, significantly affects or may affect the services, the risk involved in providing the services, or the recommended Scope of Work, Whitman will promptly notify Client. Subsequent to that notification, Whitman may: a.) if practical, in Whitman's sole judgment, complete the original Scope of Work in accordance with the procedures originally intended in the proposal; b.) agree with Client to modify the Scope of Work and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing or electronically (for less than \$10,000), referencing the initial authorized proposal, and signed or electronically authorized by the parties and incorporated herein; or c.) terminate the services effective on the date specified by Whitman in writing.

18. CLAIMS: In the event that Client asserts a claim against Whitman at law or otherwise for any alleged error, omission, or negligent or intentional act arising out of the performance of the Scope of Work, that cannot be mutually resolved without resort to litigation, Client agrees to bring such claim to the exclusive jurisdiction of the State and Federal courts of the State of New Jersey. If Client fails to prove such claim, then Client shall pay all costs incurred by Whitman in defending against the claim, including, without limitation, personnel-related costs, attorneys' fees, court costs, and other claim-related expenses, including, without limitation, costs, fees, and expenses of experts. Client agrees that for the purposes of this Agreement, it shall be deemed to have failed to prove its claim when the judgment, if any, against Whitman in litigation is for a sum of money less than that sum or value of services offered by Whitman to resolve the matter without litigation.

19. SURVIVAL: All obligations arising prior to the termination of this Agreement or completion of the activities to be performed hereunder, and all provisions of this Agreement allocating responsibility or liability between Client and Whitman, shall survive completion of the Scope of Work and termination of this Agreement. Whitman's failure to enforce any term, condition, or provision of this Agreement shall not be deemed to be a waiver of its right of enforcement, and Whitman reserves the right to enforce any such term, condition, or provision at any time, subject to paragraph 20 of this Agreement. Without in any way limiting the foregoing, the relationship between Whitman and Client shall terminate upon completion of the Scope of Work.

20. TIME BAR TO LEGAL ACTION: All legal actions by either party against the other for breach of this Agreement, or for the failure to perform in accordance with the applicable standard of care, however denominated, shall be barred two (2) years from the time claimant knew or should have known of the claim, but, in any event, no later than four (4) years from the substantial completion of the Scope of Work.

21. AGREEMENT: Signature to this document by both Whitman and Client shall constitute an agreement by the parties to the performance of the Scope of Work for the specified fees, under the Standard Terms and Conditions presented in this document. Facsimile, electronic authorizations (such as e-mail) and electronic signatures shall be sufficient in lieu of original signatures unless otherwise noted by Client. This Agreement shall be executed, governed, enforced, and interpreted in accordance with the laws of the State of New Jersey.

Resolution 2020-154

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

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHTSTOWN,
NEW JERSEY APPROVING THE ISSUANCE OF BONDS RELATED TO CAPITAL IMPROVEMENTS
TO BE UNDERTAKEN BY THE PEDDIE SCHOOL
AND COSTS ASSOCIATED THEREWITH.**

WHEREAS, the Public Finance Authority, a Wisconsin multi-state bond issuing authority (the “Authority”), proposes to issue Taxable Revenue Bonds, Series 2020, in a principal amount not to exceed Twenty Million Dollars (\$20,000,000) (the “Bonds”), the proceeds of which will be used to fund a loan to The Peddie School, a New Jersey nonprofit corporation (the “Borrower”), to enable the Borrower to finance a project (the “Project”) consisting of the (i) funding of various corporate purposes of the Borrower, including, but not limited to, capital improvements to the Borrower’s facilities in the Borough of Hightstown, County of Mercer and State of New Jersey (also referenced as the “Project Municipality” or “Borough”), and (ii) payment of certain costs associated with the issuance of the Bonds; and

WHEREAS, the proceeds of the Bonds will be used in connection with the Borrower’s operations in the Project Municipality (the “Project Facilities”); and

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, bonds issued by the Authority must be approved by the governing body or highest-ranking executive or administrator of the political jurisdiction within whose boundaries the Project Facilities are or will be located; and

WHEREAS, the Borrower has requested that the Borough Council of the Project Municipality, as the governing body of the Project Municipality, provide its approval for the financing of the Project and the issuance of the Bonds in order to satisfy the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010, and Section 66.0304(11)(a) of the Wisconsin Statutes; and

WHEREAS, such approval does not impose any pecuniary liability on the Project Municipality and does not create any financial or other obligation of the Project Municipality under the Bonds or the related financing documents; and

WHEREAS, the payment obligations under the Bonds shall be exclusive to Borrower, and no other party, either public or private, shall be liable to the holder of the Bonds under the terms of the Bonds or the related financing documents; and

WHEREAS, the Project Municipality, as the host community in which the Project shall be undertaken, wishes to cooperate in good faith with The Peddie School in providing its approval for this undertaking, in accordance with the requirements of the Authority, as the Project Municipality believes that the Project shall be beneficial to The Peddie School, as well as the Borough as a whole, and recognizes that the Borough shall assume no responsibility or liability whatsoever in connection with the Project or the issuance of the Bonds.

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

1. That, conditioned upon the representations made by The Peddie School and the Authority to the effect that the Borough shall assume no responsibility or liability whatsoever in connection with the Project or

the issuance of the Bonds referenced above, the Borough hereby provides its approval for the issuance of the Bonds for purposes of Section 66.0304(11)(a) of the Wisconsin Statutes.

2. That, if necessary, the Mayor is hereby authorized to execute, and the Borough Clerk to attest, any documents needed in connection with the Bonds and the Project, so long as said documents are in a form satisfactory to the Borough Attorney, the Borough Administrator and the Borough Chief Financial Officer.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. The Public Finance Authority;
 - b. The Peddie School;
 - c. Debra Sopronyi, Borough Administrator;
 - d. George Lang, Borough Chief Financial officer; and
 - e. Frederick C. Raffetto, Esq., Borough Attorney

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 3, 2020.

Margaret Riggio
Deputy Borough Clerk

Resolution 2020-155

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

ACCEPTING MEMBERSHIP OF EDUARDO J. YANEZ IN HIGHTSTOWN ENGINE CO. NO. 1

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

WHEREAS Mr. Yanez has undergone and passed the required physical examination, and his membership application has been reviewed and approved by Fire Chief Scott Jenkins;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the membership of Eduardo J. Yanez in Hightstown Engine Company No. 1 is hereby accepted.

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

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 3, 2020.

Margaret Riggio
Deputy Borough Clerk

Resolution 2020-156

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	44,200.00	2,027,526.00	2,071,726.00
Capital Outlay – Current	0.00	0.00	0.00
Debt Service - Current	0.00	0.00	0.00
Water/Sewer	186,879.00	932,136.00	1,119,015.00
Capital Outlay – W/S	0.00	0.00	0.00
Debt Service - W/S	0.00	0.00	0.00
TOTAL	231,079.00	2,959,662.00	3,190,741.00

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 August 3, 2020.

Margaret Riggio
Deputy Borough Clerk

Borough of Hightstown		
Emergency Temporary		
8/3/2020		
Current Fund		
Streets and Roads		
Salaries and Wages		10,000.00
Buildings and Grounds		
Other Expenses		5,000.00
Health and Human Services		
Salaries and Wages		10,000.00
Postage		
Other Expenses		8,000.00
Street Lighting		5,000.00
Social Security		5,000.00
Recycling Tax		1,200.00
		44,200.00
Water-Sewer Utility Fund		
Salaries and Wages		50,000.00
Other Expense		50,000.00
NJEIT Loan Payments		86,879.00
Total Water-Sewer Utility		186,879.00
		231,079.00

Resolution 2020-157

*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 August 3, 2020, via teleconference, 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 – PRC Group
Attorney Client Privilege

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public November 3, 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 August 3, 2020.

Margaret Riggio
Deputy Borough Clerk