

Meeting Minutes
Hightstown Borough Council
August 3, 2020
6:30 p.m.

The meeting was called to order by Mayor Quattrone at 6:30 p.m. and he read the Open Public Meetings Act statement which stated, “Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was sent to the *Trenton Times* and the *Windsor-Hights Herald*, and is posted on the Borough website.” Do to COVID-19 and self-distancing protocols, this meeting was held remotely through freeconferencecall.com.

The flag salute followed Roll Call.

	PRESENT	ABSENT
<i>Councilmember Bluth</i>	✓	
<i>Councilmember Cicalese</i>	✓	
<i>Councilmember Jackson</i>		✓
<i>Councilmember Misiura</i>	✓	
<i>Councilmember Musing</i>	✓	
<i>Councilmember Stults</i>	✓	
<i>Mayor Quattrone</i>	✓	

Also in attendance: Margaret (Peggy) Riggio, Deputy Borough Clerk; Debra Sopronyi Borough Clerk/Administrator; Fred Raffetto, Borough Attorney; George Lang, CFO; Carmela Roberts, Borough Engineer; Brian Slaugh, Borough Planner and Kevin McManimon.

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Council President Misiura requested that the agenda be amended as follows: Resolution 2020-157 A Meeting that Excludes the Public is numbered incorrectly and should be 2020-158 and adding Contract Negotiations – Housing Authority and Personnel – Finance to Executive Session. Moved as amended by Council President Musing; Seconded by Councilmember Stults.

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

Agenda approved as amended.

5-0.

ENGINEERING ITEMS

Stockton Street Project Update

Carmela Roberts, Borough Engineer, reviewed her 7/30/2020 letter to Council. The contractor completed construction of the water system improvements in December, 2019. Do to weather, the contractor had to demobilize until the spring to complete site restoration. In May, 2020, the contractor returned to complete site restoration. Unfortunately, all repairs completed were rejected by the Borough Engineer, Superintendent of Public Works and the County Engineer. She is currently working with the Borough Attorney to review the contractor's obligation as it relates to the contact. In addition, she is recommending that funding be withheld from the Contractor for excess inspection fees and excess Police Traffic Control.

Lincoln Avenue, Hagemount Avenue and Rocky Brook Court Project Update

Carmela Roberts, Borough Engineer, reviewed her 7/30/2020 letter to Council. This project originally included limited water and sewer improvements based on records available. Once excavating began, it was found that existing water services have lead goosenecks and additional sewer laterals are orangeburg or terracotta pipe. This needs to be addressed in order to keep the water distribution system operational in good working order. She is requesting Council approve a change order in the amount not to exceed \$68,000 for the above work. After discussion, Council directed Ms. Roberts to move forward with the change order.

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)

Moved by Councilmember Bluth; Seconded by Councilmember Cicalese.

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

Resolution adopted 5-0.

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.

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

Moved by Council President Musing; Seconded by Councilmember Stults.

Council President Musing questioned if this bill should be tabled at this time. Borough Attorney, Fred Raffetto, stated that this is for work that has already been completed and approved by the Borough Engineer. Councilmember Bluth questioned the amount due. Ms. Roberts stated that she would verify the total tomorrow.

Roll Call Vote: Councilmember Bluth, Cicalese, Misiura, Musing and Stults voted yes.

Resolution adopted 5-0

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.

PUBLIC COMMENT I

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

Stephanie Spann, 115 Morrison Avenue – Asked Council if there have been any thoughts regarding Halloween for this year.

Eugene Sarafin, 620 South Main Street – Stated that he has a problem with the federal government and our fake President. Spoke against President Trump. Local government needs to adopt a resolution against the President.

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

Mayor Quattrone stated that he has spoken with the Chief of Police. He would like to ask residents not to decorate their homes this year. Council will discuss this at the next Council meeting.

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

Mayor Quattrone opened the Public Hearing and the following individuals spoke:

Eugene Sarafin, 628 South Main Street – Questioned the amount of units in this project. This many units would require the Borough hiring new officers and a substantial increase in Hightstown’s portion of the school budget. He would like to see more single-family homes in Hightstown making the town less transient. He is concerned and would like more answers. Council needs to spend more time explaining this project to the public.

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

Moved for adoption by Councilmember Misiura; Seconded by Councilmember Stults.

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

Ordinance adopted 5-0.

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 section(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.

Appendix 1 attached hereto and made part thereof.

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

Mayor Quattrone opened the public hearing and the following individuals spoke:

Eugene Sarafin, 628 South Main Street – has no objection to the ordinance.

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

Moved for adoption by Councilmember Stults; Seconded by Council President Musing.

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

Ordinance adopted 5-0.

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

SECTION 3. Longevity pay.

- 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 \$450
or criminal justice

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:

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 Seventy (\$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) 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.
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.

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

Mayor Quattrone opened the public hearing and the following individuals spoke:

Eugene Sarafin, 628 South Main Street – has no objection to the ordinance.

Moved for adoption by Councilmember Stults; Seconded by Council President Musing.

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

Ordinance adopted 5-0.

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.

- B. Two (2%) increase, retroactive to January 1, 2019, if the employee was on the active payroll of the Borough as of December 31, 2018.
- C. Two (2%) percent increase, retroactive January 1, 2020, if the employee was on the active payroll of the Borough as of December 31, 2019.
- D. Two (2%) percent increase, effective January 1, 2021.
- E. 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

- F. 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:

- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.

11. 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.
12. 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.

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)

Moved for introduction by Councilmember Stults; Seconded by Council Misiura.

Councilmember Bluth raised concerns with the wording in the language of the ordinance. Questioned if this should be adopted after the budget is introduced. Mr. Lang explained that this is written and approved by DCA. He also explained that this is introduced before the budget.

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

Ordinance introduced 5-0. Public Hearing Scheduled for August 17, 2020.

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 find that it may be 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.

RESOLUTIONS

Resolution 2020-150 Payment of Bills

Moved by Council President Musing; Seconded by Councilmember Cicalese.

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

Resolution adopted 5-0.

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:

Resolution 2020-151 Authorizing Payment to Richard Grubb and Associates (RGA) for Intensive-Level Historic Architectural Survey for Municipal Facilities Located at 230 Mercer Street

Moved by Councilmember Stults; Seconded by Councilmember Misiura.

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

Resolution adopted 5-0.

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**

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>\$69,671.45</u>

**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.

Resolution 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

Moved by Councilmember Misiura; Seconded by Council President Musing.

Councilmember Bluth questioned the administration fee added to the agreement. Borough Administrator/Clerk, Debra Sopronyi, explained that Robbinsville will be handling all Court personnel issues, purchasing, administration and overseeing Court.

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

Resolution adopted 5-0.

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.

**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 Amending Resolution 2019-115 Authorizing an Agreement for Architectural and Contract Administration Services for Municipal Facilities Located at 230 Mercer Street

Moved by Councilmember Stults; Seconded by Councilmember Misiura.

Council President Musing asked for an explanation of the Resolution. Borough Administrator/Clerk, Debra Sopronyi, explained that this is for architectural and engineering completing drawings for the police substation. Council had changed the scope of the project and directed the architect to provide drawing for a police substation. Councilmember Stults stated that these drawings are needed in order to get an accurate cost of the building with a police substation. Councilmember Bluth stated that we are not 100% certain that we are building the Police Station in Robbinsville so why are we continuing to spend additional money. Councilmember Stults stated that the same level of design is needed to make an informed decision.

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

Resolution adopted 5-0.

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.

Resolution 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

Moved by Councilmember Stults; Seconded by Council President Musing.

Borough Attorney, Fred Raffetto, explained the Peddie School is financing through the Public Financing Authority. Prior to the issuance of the bonds, The Public Financing Authority requires approval from the governing body of the jurisdiction within the boundaries the project facilities are located. This does not impose any financial obligation or liability on Hightstown Borough.

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

Resolution adopted 5-0.

Mike McKitish, Peddie School, thanked Council for its support. The school is grateful to be about to take advantage of the low financing to complete capital projects.

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

Resolution 2020-155 Accepting Membership of Eduardo J. Yanez in Hightstown Engine Company No. 1

Moved by Councilmember Stults; Seconded by Councilmember Cicalese

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

Resolution adopted 5-0.

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.

Resolution 2020-156 Authorizing Emergency Temporary Appropriations Prior to Adoption of the 2020 Budget

Moved by Council President Musing; Seconded by Councilmember Cicalese.

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

Resolution adopted 5-0.

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:

	<i>THIS RESOLUTION</i>	<i>PREVIOUS TOTAL</i>	<i>CUMULATIVE TOTAL</i>
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.

PUBLIC COMMENT PERIOD II

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

Eugene Sarafin, 628 South Main Street – Stated that he is impressed with the virtual meeting. He is upset with the number of units in the redevelopment agreement. Stated that he is pleased that the Council is looking a police substation. He doesn’t like the steps in the pay scales for the unions. He thinks that Council is doing a good job.

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

NEW BUSINESS

2020 Budget Discussion

CFO, George Lange, explained that he is still putting final court numbers together. This is a very challenging year and he apologized for not having figures for Council. He is very close and will hopefully have a budget in the next few days. Mr. Lang stated that he would like Council to introduce the budget at the August 17th meeting. Councilmember Musing stated that he understands the delay with the budget, but Council needs time to do their due diligence before introduction.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Bluth

The Environmental Commission is looking to have a hybrid meeting this month. The location and procedure has been approved by OEM. The Cultural Arts Commission will be having a formal reveal of the mural at the old Municipal Building on August 13th from 10 a.m. – 2 p.m.

Borough Administrator/Clerk, Debra Sopronyi

Reminded everyone that New Jersey is still in a public health emergency. The Governor reduced the maximum number of people at indoor gatherings from 100 – 25 people effective today. Please everyone, stay diligent. Public Works is ready for the tropical storm tomorrow. They have cancelled yard waste collection this week and will resume next week.

Deputy Clerk, Peggy Riggio

The 2020 Census will be starting to go door to door to people who have not returned their census. If you have not returned your Census, you can still complete on line. The primary election was certified to the State on July 24th.

Mayor Quattrone

Explained that he and Council President Musing had met with the Fire Department explaining their meeting with DCA regarding the feasibility study. The Fire Company has agreed to provide the Borough with their audits. They are having difficulty raising funds because of the pandemic.

EXECUTIVE SESSION

Resolution 2020-158 Authorizing a Meeting that Excludes the Public

Moved by Council President Musing; Seconded by Councilmember Stults.

Roll Call Vote; Councilmembers Bluth, Cicalese, Misiura, Musing and Stults voted yes.

Resolution adopted 5-0.

Resolution 2020-158
*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
Contract Negotiations – Hightstown Housing Authority

Personnel – Finance

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.

Council reconvened to public session at 10:07 p.m.

ADJOURNMENT

Moved by Councilmember Stults at 10:08 p.m.; Seconded by Councilmember Cicalese. All ayes.

Respectfully Submitted,

Margaret M. Riggio
Deputy Borough Clerk