

Agenda
Hightstown Borough Council
 April 5, 2021
 6:30 PM – Public Session

[www.zoom.com](https://us02web.zoom.us/j/81588242600?pwd=d0RyVmhzdlRZWJveTR2OG1tVUttQT09)

Meeting ID: 815 8824 2600

Passcode: 32PUcQ

<https://us02web.zoom.us/j/81588242600?pwd=d0RyVmhzdlRZWJveTR2OG1tVUttQT09>

(929)205-6099

Meeting ID: 815 8824 2600#

Participant code #

Passcode: 574223#

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's website.

Roll Call

Flag Salute

Approval of the Agenda

Public Comment

Any person wishing to address Council with his or her comments will have a maximum of three minutes to do so at this time.

Ordinances

2021-04 Final Reading and Public Hearing – An Ordinance Amending and Supplementing Chapter 28, Entitled “Zoning,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” Relating to Nonconforming Buildings and Uses

2021-05 Final Reading and Public Hearing – An Ordinance Amending and Supplementing Chapter 28, Entitled “Zoning,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” Relating to Permanently Installed Standby Generators

Resolutions

2021-062 Authorizing A Shared Services Agreement with East Windsor Township for Dispatch Services

Executive Session

Resolution 2021-063 Authorizing a Meeting that Excludes the Public
 Contract Negotiations – Police/Court Facilities

Adjournment

ORDINANCE 2021-04

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 28, ENTITLED “ZONING,” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY,” RELATING TO NONCONFORMING BUILDINGS AND USES

WHEREAS, the existing zoning and land use regulations of the Borough of Hightstown (the “Borough”) are set forth in Chapter 28, entitled “Zoning,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey;” and

WHEREAS, the Mayor and Council wish to make certain revisions thereto relating to nonconforming buildings and uses; and

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

Section 1. Chapter 28, entitled “Zoning,” Section 28 entitled “Nonconforming Buildings and Uses” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby amended and supplemented in the following limited respects (deletions are shown with ~~strikeout~~, additions are shown with underline):

Section 28-28

NONCONFORMING BUILDINGS AND USES

Subsections:

28-28-1 Applicability.

28-28-2 Continuation; Enlargement; Rebuilding; Change of Use.

Subsection 28-28-1 Applicability.

Except as hereinafter provided, no building or premises shall be used except in conformity with the provisions of this chapter which apply to the district in which it is located. The following provisions shall apply to all buildings and uses of land or buildings existing on November 6, 1978, which do not conform to the requirements set forth in this chapter, to all buildings and uses of land or buildings that become nonconforming by reason of any subsequent amendment to this chapter and the Zoning Map which is a part thereof and to all conforming buildings housing nonconforming uses. (1991 Code § 233-63)

Subsection 28-28-2 Continuation; Enlargement; Rebuilding; Change of Use.

a. Except as provided in paragraph e. below, any type of nonconforming use of buildings or land may be continued indefinitely but:

1. Shall not be enlarged or structurally altered, extended or placed on a different portion of the lot or parcel of land occupied by such use on November 6, 1978, or any applicable amendment thereof, nor shall any external evidence of such use be increased by any means whatsoever, except whereby through such alteration it is changed to a conforming use.

2. Shall not be changed to another nonconforming use without a variance from the Planning Board.

3. Shall not be reestablished after the physical operation thereof has ceased for a period of over six (6) months for any reason. Intent to resume active operation of a nonconforming use after cessation thereof shall not confer the right to do so.

b. Except as provided in paragraph d. below, no building which houses a nonconforming use shall be:

1. Structurally altered or enlarged.

2. Moved to another location where such use continues to be nonconforming.

3. Changed back to a nonconforming use if once changed to a use permitted in the district in which it is located.

c. Any nonconforming use or structure existing at the time of the passage of this chapter may be continued upon the lot or in the structure so occupied and any such structure may be repaired in the event of partial destruction thereof. If restoration of such structure is not substantially completed within the six (6) month period from the date of partial destruction, the physical operation of the nonconforming use of such structure shall be deemed to have ceased, unless such nonconforming use shall have been carried on without interruption in the undamaged portion of such structure.

d. Any building housing a conforming use which does not conform to other than use regulations as set forth in this chapter may be rebuilt if damaged but shall not be altered or enlarged so as to increase the degree of nonconformity thereof.

e. Nothing in this section shall be deemed to prevent normal maintenance and repair of any building or the carrying out, upon issuance of a building permit, of major structural alterations or demolitions necessary in the interest of public safety. In granting such a permit, the Construction Official shall state precise reasons to the Planning Board why such alterations were deemed necessary.

f. To avoid undue hardship, nothing in this chapter shall be deemed to require a change in the plans, construction or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption or amendment of this chapter and upon which actual building construction has been carried on diligently. Actual construction shall be hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner.

g. Where excavation, demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such excavation, demolition or removal shall be deemed to be actual construction, provided that the work shall be carried on diligently.

h. All the foregoing provisions relating to nonconforming uses and buildings shall apply to all nonconforming uses and buildings existing on November 16, 1978, and to all uses and buildings that become nonconforming by reason of any amendment thereof, but not to any use established or building erected in violation of law, regardless of the time of establishment or erection.

i. Existing nonconforming conditions, including but not limited to inadequate lot size or yards and excess coverage, may be continued, but the degree of nonconformity may not be increased without securing a variance. No building may be constructed on a lot less than the minimum size for its district, even if preexisting, without securing a variance.

j. Additions to existing single-family dwellings and/or decks constructed on existing buildings which would extend into the required front, side or rear yards shall be permitted if the following conditions are met:

1. The existing and proposed residential use is permitted in the zone in which it is located.

2. The total lot coverage, off-street parking, garage and building height requirements of the applicable zone are met.

3. The existing residential structure does not reduce any required setback by more than fifty (50%) percent and the proposed setback of any addition does not increase any yard setback deficiency of the existing dwelling.

4. The length (front yard to rear yard) of the proposed violation of any side yard does not exceed thirty-five (35') feet.

5. All other applicable zone requirements affected by this proposed addition are met, except that existing lot area and lot width deficiencies shall not require variances, provided that all other requirements of this section are met. (1991 Code § 233-64; Ord. No. 1996-15 § 1; Ord. No. 2011-07)

k. Owners of existing undersized vacant lots, as of the date of the adoption of Ordinance 2021-04, can avoid appearing before the Planning Board for a Bulk Variance to build a new house if they meet all of the following conditions:

1. The proposed residential use is permitted in the zone in which it is located.

2. The proposed house does not encroach on any setback.

3. The proposed house and accessory structures does not exceed the percentage of lot coverage for all buildings.

4. The total lot coverage of all proposed structures and all other proposed lot improvements do not exceed the total allowed lot coverage.

5. The proposed house and accessory structure does not exceed the maximum height.

6. The proposed house and accessory structure is reviewed by the Planning Board Architectural Review Committee.

7. The proposed house and accessory structure is reviewed by the Hightstown Historic Preservation Commission.

8. All other applicable zone requirements affected by the proposed house and accessory structures are met, except that the existing lot area and lot width deficiencies shall not require variances, provided that all other requirements of this section are met as determined by the Zoning Official. Section 2. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

Section 3. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 4. This Ordinance shall become effective upon final passage and publication in accordance with the law.

Introduction: March 15, 2021

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

ORDINANCE 2021-05

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 28, ENTITLED “ZONING,” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY,” RELATING TO PERMANENTLY INSTALLED STANDBY GENERATORS

WHEREAS, the existing zoning and land use regulations of the Borough of Hightstown (the “Borough”) are set forth in Chapter 28, entitled “Zoning,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey;” and

WHEREAS, the Mayor and Council wish to make certain revisions thereto relating to permanently installed standby generators; and

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

Section 1. Chapter 28, entitled “Zoning,” Subsection 28-10-19 entitled “Permanently Installed Standby Generators” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby amended and supplemented in the following limited respects (deletions are shown with ~~strikeout~~, additions are shown with underline):

Chapter 28 ZONING

Subsection 28-10-19 Permanently Installed Standby Generators.

a. Standby generators shall be permitted as accessory uses and shall be located in the rear yard and side yard only and not project beyond the front building lines of the principal structure. All generators shall be installed on a concrete pad or other pre-formed pad designed to meet the generator’s specifications. The generator shall be screened so it is not visible from adjacent properties or from any street or public way. Screening shall consist either of plantings or an opaque fence of sufficient size and height to completely screen the generator from adjacent properties or from any street or public way. Generators located in the side yard require six (6’) foot solid fencing to completely enclose the generator. A solid gate shall be required. Screening shall be maintained by the owner or occupant of the property. All screening or fencing shall be placed in accordance with the generator manufacturer’s installation instruction and clearance requirements. The location of the generator, the type of screening and the size of the screening shall be approved by the Zoning Officer.

b. Standby generators may only be used when electric power to the property has been interrupted for reasons beyond the control of the property owner or resident, or for routine testing. Routine testing is permitted for a thirty minute period once a month during weekdays between 9:00 a.m. and 4:00 p.m., subject to air quality restrictions. Routine testing shall not take place on days in which the air quality is classified as unhealthy for sensitive groups, unhealthy, very unhealthy, or hazardous in accordance with N.J.A.C. 7:27-19.2(d) as it may be amended from time to time.

c. Notwithstanding anything to the contrary, generators shall not generate noise levels in excess of 68 dB at twenty-three feet when operating at one hundred percent. Generators shall be operated at all times with a

muffler, and any factory-installed enclosure for the generator may not be removed for any reason except for maintenance or repair.

d. Supplemental diesel and gasoline fuel storage tanks powering generators shall not be permitted in any residential zone. If the generator is powered by propane gas, the propane gas tank shall be completely screened so as not to be visible from adjacent properties or from any street or public way and shall obtain all applicable regulatory approvals.

(Ord. No. 2014-18)

Section 2. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

Section 3. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 4. This Ordinance shall become effective upon final passage and publication in accordance with the law.

Introduction: March 15, 2021

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Resolution 2021-062

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING A SHARED SERVICES AGREEMENT WITH EAST WINDSOR TOWNSHIP FOR DISPATCH SERVICES

WHEREAS, there is a need for Dispatch Services for Hightstown Borough's Police, Fire and EMS;
and

WHEREAS, Hightstown Borough desires to enter into an agreement with East Windsor Township for Dispatch Services and East Windsor Township has agreed to provide said services to Hightstown Borough; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40:65-1 et seq. authorizes the approval of Shared Services Agreements by Resolution; and

WHEREAS, the Mayor and Council have reviewed the proposed Shared Services Agreement for Dispatch Services for a five (5) year period; and

WHEREAS, the term of this agreement shall be for five (5) years, commencing on May 16, 2021; and

WHEREAS, this agreement may be extended by mutual agreement of the parties for up to two (2) additional one year terms; and

WHEREAS, the Borough's net cost under this agreement is \$196,630 for the first year of service, and an annual increase in the amount of 2.0% above the prior year's fee for 2022, 2023, 2024 and 2025; and

WHEREAS funds for this expenditure will be made available in the 2022, 2023, 2024 and 2025 budgets;

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

1. The Shared Services Agreement with the Township of East Windsor for Dispatch Services for a 5 year period is hereby approved, in accordance with the provisions of N.J.S.A. 40:65-1 et seq.
2. The Mayor and Borough Clerk are hereby authorized and directed to execute the agreement for same.
3. This agreement is approved subject to the provision of adequate funds in the Borough's 2022, 2023, 2024 and 2025 budgets.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on April 5, 2021.

Margaret M. Riggio
Deputy Borough Clerk

SHARED SERVICES AGREEMENT
(Dispatch Services)

THIS SHARED SERVICES AGREEMENT, is entered into on this day of , 2021, by and between:

HIGHTSTOWN BOROUGH (hereinafter referred to as "HIGHTSTOWN"), a body politic, organized and existing under the laws of the State of New Jersey, with offices located at 156 Bank Street, Hightstown, NJ 08520; and

EAST WINDSOR TOWNSHIP (hereinafter referred to as "East Windsor"), a body politic, organized and existing under the laws of the State of New Jersey, with offices located at 16 Lanning Boulevard, East Windsor, NJ 08520.

RECITALS:

WHEREAS, the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1, et seq. (hereinafter "Act"), permits local units to enter into shared services agreements to provide or receive any service that each local unit provides or receives on its own; and

WHEREAS, Hightstown and East Windsor (hereinafter the "Parties"), as "local units" defined by the Act, are empowered to enter into shared services agreements; and

WHEREAS, the Parties agree that their respective residents can be better served with a reduced expenditure of tax dollars while providing a greater level of government services through a shared services agreement; and

WHEREAS, the Parties have determined that it would be mutually beneficial to have East Windsor's Communications Center (hereinafter the "Center") provide dispatch services to Hightstown, for the Hightstown Police, Fire, and EMS Departments; and

WHEREAS, the sharing of these services will benefit both municipalities by increasing efficiency and decreasing costs; and

WHEREAS, both Parties have authorized this Agreement with the adoption of the appropriate resolution;

NOW THEREFORE, the Parties agree as follows:

1. Scope of Services; Requirements.

A. East Windsor shall provide the services of its Communications Center (the "Center"), located at 80 One Mile Road, East Windsor, NJ 08520, to Hightstown, on a 24-hour, 7-day per week basis, at the same level that it provides to itself for Police dispatch services. In the case of Fire and EMS Dispatch Services East Windsor agrees to respond to initial 911 calls and then any Hightstown calls relating to Fire and EMS services shall be re-directed to the County radio system.

B. East Windsor will be solely responsible for the staffing of the Communications Center. Management, work scheduling and the operations of the Center will be the sole responsibility of East Windsor.

C. East Windsor will continue to own and maintain all of its existing equipment and any new equipment that it installs in order to comply with the terms and conditions of this Agreement. Should time and experience lead to the requirement of an additional work station the purchase of such equipment shall be negotiated by the parties of this agreement.

D. East Windsor will continue to operate the Center in the same manner as it is currently operated. Any material changes in the operation of the Center will be communicated from the East Windsor Chief of Police or his/her designee to the Officer in Charge of the Hightstown Police Department or his/her designee.

E. Hightstown agrees that it shall be solely responsible for the maintenance cost(s) and the Federal Communication Commission licensing fees associated with its sites, base stations, mobile/portable radios, in-vehicle computers, antennas, and towers.

F. Hightstown agrees that it shall be solely responsible for meeting the Federal Communication Commission narrow re-banding mandate for all UHF equipment.

G. East Windsor will be responsible to record all incoming 911 calls as it does for itself. Hightstown agrees that it shall be solely responsible for recording any calls that are re-directed from the Center to the Hightstown Police Headquarters.

H. If a direct dial phone (pick-up for police/service at the Hightstown police lobby) is required, Hightstown agrees that it shall be solely responsible for all associated cost(s) of the installation and maintenance of this equipment, and East Windsor will absorb the associated workload as part of the services provided.

J. Hightstown agrees that it shall be solely responsible for updating/adding the appropriate group identification numbers (GID numbers) to its mobile and portable radios to communicate with the Center.

K. Hightstown acknowledges that East Windsor utilizes Spillman software, and that any costs related to Hightstown interfacing with Spillman software, such as to enable Hightstown to continue, shall be Hightstown's responsibility.

L. The Parties agree that the individual phone services of each town must be interconnected to allow calls to be transferred from the Center to Hightstown. Costs to make said interconnection will be the responsibility of Hightstown.

M. East Windsor will monitor the security cameras located at the Hightstown Police headquarters, and any cost to install monitors is the responsibility of Hightstown.

N. The Hightstown Officer in Charge may speak with the East Windsor Police Chief to discuss any service complaints or other operational questions related to dispatch services.

2. Term; Renewal.

A. The term of this Agreement shall be for five (5) years, commencing on May 16, 2021. The Agreement may be extended for two additional one-year terms with the agreement of both Parties.

B. Notwithstanding the initial five (5) year term, either Party may terminate this Agreement, with or without cause, upon 12 months written notice by formally adopted Resolution from their Governing Body to the other Party.

3. Consideration.

A. In consideration for the services to be provided pursuant to this Agreement, Hightstown shall pay to East Windsor the sum of \$196,630 for the first year of service. The consideration amount shall be adjusted on an annual basis pursuant to the provisions set forth in Section 3(C) below.

B. The annual consideration amount shall be divided into four (4) equal payments to be made by Hightstown to East Windsor on or before the first day of February, May, August, and November, starting on the 1st of the month following the implementation of this Agreement (which initial payment shall include services for the prior month). Payments not received by the due date shall be assessed a late fee of five percent (5%) per month (prorated to a daily amount) until such payment is received by East Windsor.

C. The Parties agree that the annual fee outlined in Section 3(A) above will be increased annually in an amount of two percent (2.0%) above the prior year's fee for years 2 through 5.

D. Both Parties to this Agreement understand and acknowledge that the above described payments shall be for services rendered to Hightstown and do not represent any ownership interest on the part of Hightstown in the Center or its equipment.

4. Additional Terms.

A. All requests, requirements, and complaints from Hightstown residents shall be handled through Hightstown. If necessary, the Officer in Charge of the Hightstown Police Department, or his/her designee, shall contact the Chief of Police of East Windsor, or his/her designee, to communicate and resolve the matter.

B. The Officer in Charge of the Hightstown Police Department shall be designated to coordinate, implement, monitor, and communicate issues that arise out of the terms of this Agreement. All complaints and concerns from elected officials and/or staff in reference to the conduct of this Agreement shall be forwarded to the Officer in Charge of the Hightstown Police Department, or his/her designee, who shall contact the East Windsor Chief of Police, or his/her designee, for resolution and/or action. All media, Open Public Records, and Freedom of Information requests for voice recordings, CAD related data or other documents/materials/information will be coordinated between the Officer in Charge of the Hightstown Police Department and the East Windsor Police Chief, or their respective designee(s).

5. Insurance.

Hightstown and East Windsor shall each maintain and keep in force and effect throughout the duration of this Agreement adequate insurance coverage for their respective needs covering the acts and/or omissions of their respective agents or employees with respect to their participation in this Shared Services Agreement, with a minimum overall liability limit of FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence as a combination of primary and excess liability policies. Hightstown shall name East Windsor as a named additional insured on its policy and East Windsor shall name Hightstown as a named additional insured on its policy, with respect to all activities that each undertakes directly related to the responsibilities of each under the terms of this Shared Services Agreement. The policies obtained and issued to Hightstown and East Windsor in accordance with this term of the Agreement shall, among other things, fulfill the obligations of each respective Party as is set forth in Section 6, Indemnification, set forth herein below.

6. Indemnification.

East Windsor shall indemnify Hightstown for any claims made against Hightstown for acts or omissions related to the actions undertaken by East Windsor pursuant to this Shared Services Agreement. Hightstown shall indemnify East Windsor for any acts or omission related to its officials, agents or employees pursuant to its performance of acts under this Agreement. By way of example, certainly not an exclusive example, if an allegation was made against agents or employees of East Windsor that it did not timely transmit a dispatch to Hightstown, in that

case, the alleged act or omission would be one of East Windsor's agent or employee and therefore East Windsor would indemnify Hightstown if they were named in a suit with respect to that conduct. By way of example, certainly not exclusive example, if a claim was made against East Windsor that agents or employees of Hightstown did not take appropriate action once it received the dispatch, then and in that event Hightstown would indemnify East Windsor. The mutual indemnification obligation, as set forth herein, is to provide a defense and indemnity against any and all claims, demands, suits or losses, including the costs connected therewith and for any damages which may be asserted, claimed or recovered against either East Windsor or Hightstown, as the case may be. This would include, but is not limited to, claims of bodily injury, death, property damage, loss of use of property or any claim for compensatory damages which, in any way, arise out of or are connected or associated with the conduct of the respective parties under this Agreement. The indemnification shall include the payment of reasonable attorney fees, defense costs and expert fees.

7. Dispute Resolution.

In the event a dispute arises concerning the terms and conditions of this Agreement, the Parties shall attempt to mutually agree upon a third party to arbitrate any such dispute. Any decision by the arbitrator shall be binding on the Parties. In the event the Parties are unable to mutually agree on the selection of a single arbitrator, each Party shall appoint an attorney licensed to practice law in the State of New Jersey to serve as arbitrators. Such appointment shall be made within fifteen (15) days after written notice by either Party of the election to proceed with arbitration by a panel of arbitrators. The two attorneys appointed by the Parties (one by each Party) shall appoint a third attorney, and the three attorneys shall constitute the entire panel of arbitrators. Any decision by a majority vote of the three attorneys shall be binding upon the Parties. The costs and expenses of the arbitrator(s) and fees charged by such arbitrator(s) shall be shared equally by the Parties; however, each Party shall be solely responsible for their own attorney's fees and expenses related to retention of their own experts and witnesses.

8. Choice of Law.

This Agreement shall be governed by and construed in accordance with the laws of the State New Jersey.

9. Entire Agreement.

This Agreement sets forth the entire understanding of the Parties hereto with respect to the services contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all Parties hereto.

10. Severability

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST:**BOROUGH OF HIGHTSTOWN**

Margaret Riggio, Deputy Clerk

Lawrence Quattrone, Mayor

Dated:

ATTEST:**TOWNSHIP OF EAST WINDSOR**

JANICE S. MIRONOV
MAYOR

Dated:

Resolution 2021-063

*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 April 5, 2021, via www.zoom.com, 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 – Police/Court Facilities

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 July 5, 2021, 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 April 5, 2021.

Margaret Riggio
Deputy Borough Clerk