

Agenda
Hightstown Borough Council
July 6, 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

Minutes

May 17, 2021 – Public Session

June 1, 2021 – Budget Workshop

Council Vacancy

Council Discussion to fill Vacancy

Democratic Committee Names Brought Forward

Frederick Montferrat

Joe Studholme

Torry Watkins

Resolution 2021-099 Appointing a Councilmember to Fill the Vacancy of an Unexpired Term Ending December 31, 2021

Oath of Office

Councilmember fulfilling Unexpired Term

Engineering Items

Railroad & Dye Project

NJDOT Application for Safe Routes to Schools FY2022

Resolution 2021-100 Authorizing Payment No. 7 Final and Change Order No. 5 Final – S&G Paving Construction (Improvements to Lincoln Avenue, Hagemount Avenue and Rocky Brook Court

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	Ordinance 2021-08 Introduction and First Reading Bond Ordinance Amending Bond Ordinance 2020-06, Finally Adopted July 20, 2021, In Order to Include an Additional Improvement and Providing a Supplemental Appropriation of \$665,000 for Drainage Improvements to the Water and Sewer Utility in and by the Borough of Hightstown, in the County of Mercer, New Jersey, and Authorizing the Issuance of \$633,300 Bonds or Notes of the Borough to Finance Part of the Cost Thereof
Resolutions	2021-101 Authorizing Payment of Bills 2021-102 Appointing a Borough Administrator and Authorizing the Execution of an Employment Agreement Associated Therewith 2021-103 Establishing Salaries of Certain Officers and Employees of the Borough of Hightstown for the Year 2021 2021-104 Amend Resolution 2020-209
Consent Agenda	2021-105 Resolution Authorizing the Execution of an Agreement Relating to the Construction of a Fence Across A Borough-Held Sewer Easement Located on and Across the Property Located at 6 Hagemount Avenue (Block 7, Lot 92) 2021-106 Release of Maintenance Guarantee McD Fine Homes, 565 North Main Street 2021-107 Establishing an On-Street Handicapped Parking Space at 113 Oak Lane 2021-108 Authorizing an Agreement for Consulting Services with Sandy Belan, Related to Training for the New Planning Board Secretary 2021-109 Accepting the Award of the 2021 SFY21 Body Worn Camera Grant from the State of New Jersey 2021-110 Authorizing an Amendment to Resolution 2020-238 Awarding a Contract for Mixed Oxidant Odor Control Formulation – George S. Coyne Chemical Co., Inc. of Croydon, Pennsylvania 2021-111 Authorizing Emergency Temporary Appropriations Prior to Adoption of the 2021 Budget
New Business	Replace Subcommittee Members and Liaisons due to Councilmember Vacancy
Old Business	Reschedule Budget Meeting
Subcommittee Reports	
Mayor/Council/Administrative Reports	
Adjournment	

Meeting Minutes
Hightstown Borough Council
May 17, 2021
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 www.zoom.com.

The flag salute followed Roll Call.

	PRESENT	ABSENT
<i>Councilmember Susan Bluth</i>	✓	
<i>Councilmember Joseph Cicalese</i>	✓	
<i>Councilmember Cristina Fowler</i>	✓	
<i>Councilmember Joshua Jackson</i>	✓	
<i>Councilmember Steven Misiura</i>		✓
<i>Councilmember Dimitri Musing</i>	✓	
<i>Mayor Lawrence Quattrone</i>	✓	

Also in attendance: Debra Sopronyi Borough Clerk/Administrator; Fred Raffetto, Borough Attorney; and Carmela Roberts, Borough Engineer.

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Council President Bluth moved the agenda as presented; Seconded by Councilmember Misiura.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Jackson, and Misiura voted yes.

Agenda approved 5-0.

APPROVAL OF MINUTES

April 19, 2021 – Public Session

Moved by Councilmember Misiura; Seconded by Councilmember Fowler.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, and Misiura voted yes; Councilmember Jackson abstained.

Minutes approved 4-0, with one abstention.

April 19, 2021 – Executive Session

Moved by Council President Bluth; Seconded by Councilmember Fowler.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, and Misiura voted yes; Councilmember Jackson abstained.

Minutes approved 4-0, with one abstention.

May 3, 2021 – Special Meeting Public Session

Moved by Councilmember Jackson; Seconded by Councilmember Cicalese.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Misiura and Musing voted yes; Councilmember Jackson abstained.

Minutes approved 5-0.

May 3, 2021 – Executive Session

Moved by Councilmember Fowler; Seconded by Councilmember Misiura.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Misiura and Musing voted yes; Councilmember Jackson abstained.

Minutes approved 5-0.

PRESENTATION

Jim Sidelinger, OEM Coordinator for the Borough, addressed Council. He reviewed the changes made by Executive Orders of the Governor noting that guidelines are still in effect. He thanked the Borough Emergency Management Team for their efforts during this lengthy emergency, noting that it has not been easy.

Mayor Quattrone thanked Mr. Sidelinger for all his hard work and support during this most troubling emergency.

George Lang, CFO, arrived during the OEM update and was now present.

ENGINEERING ITEMS

NJDOT Municipal Aid Grant Recommendations

The Borough Engineer reviewed the recommendations for the application for the 2022 Municipal Aid Grant as outlined in her letter of April 30, 2021. There was discussion and it was decided that the Borough Council will await the recommendations of the Complete Streets Committee before making a decision. The Borough Engineer advised that the application is due July 1st and that a decision must be made by the first meeting in June to meet the application deadline.

There was discussion regarding a property owner's fence on Schuyler Avenue and whether it will interfere with the planned sidewalk on that roadway.

Councilmember Musing arrived during the discussion on the NJDOT Municipal Aid Grant recommendations and was now present.

Improvements to Railroad Avenue and Dey Street

The Borough Engineer advised that she has developed the various concepts in her letter of May 3, 2021, and update provided May 13, 2021, for the Railroad Avenue and Dey Street improvements in coordination with the new municipal facilities. She reviewed each concept and its difficulties, noting that she is awaiting comments from the Environmental Commission, Parks & Recreation Commission and Complete Streets Committee. There was discussion.

Councilmember Musing arrived at 7pm, during this discussion, and was now present.

Bond Ordinance for Bennett, Hasuer, and Prospect Project

The Borough Engineer reviewed the grant funding for this project noting that there are water and sewer improvements also needed. The CFO noted that the sewer improvement needs are not yet known so the amount of the required ordinance cannot be established at this time.

The Borough Engineer advised that the supplemental to the bond ordinance for the Springcrest project is still needed.

Mayor Quattrone opened a special public comment period related to the Engineering items and the following individuals spoke:

Pam Baur, 603 Summit St. – Opposed the driveway being proposed at the rear of the property at 230 Mercer Street and exiting onto Railroad Avenue.

Stacey Judge, Parks & Recreation Commission Chair - Opposed the driveway being proposed at the rear of the property at 230 Mercer Street and exiting onto Railroad Avenue due to its proximity to Dawes Park.

Alexander Pineda – Requested the installation of speed bumps on Lincoln Avenue and noted speeding and illegal parking as issues existing since the roadway has been improved.

Caroline Muhindi, 111 Morrison Avenue - Opposed any use of the driveway being proposed at the rear of the property at 230 Mercer Street and exiting onto Railroad Avenue, except by the Police.

Alicia Morris, Morrison Avenue – Echoed the other Residents' comments.

Stephanie Spann, 115 Morrison Avenue – Agreed with previous comments.

Jan Guthrie, 425 Stockton Street – Spoke regarding the need for sidewalks at the portion of Stockton Street between Oak Lane and Route 130.

Joe Pasch, 118 Dey St. - Opposed the driveway being proposed at the rear of the property at 230 Mercer Street and exiting onto Railroad Avenue.

Eugene Serafin, 628 S. Main St. – Spoke regarding people wanting improvements but not in their back yard.

Stacey Judge, 307 Morrison Avenue – Commented that safety issues already exist in the area.

Edward Sativa Grimes, sativa cross.org – Commented that he is an advocate for crosswalks and ADA compliance and enforcement is essential since vehicles do not stop.

PUBLIC COMMENT

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

Eugene Serafin, 628 S. Main St – Commented that this is going to be a long meeting.

Marina Rebmann, 3 Berelle Sq., Parlin, NJ - Spoke about the difficulties of being handicapped and the importance of ADA compliance.

Jan Guthrie, 425 Stockton St. – Reiterated her disappointment with the lack of sidewalk improvements on her area Stockton Street.

There being no one further coming forward, Mayor Quattrone closed the public comment period.

ORDINANCES

Ordinance 2021-06 Final Reading and Public Hearing – An Ordinance Prohibiting the Operation of Any Class of Cannabis Businesses within the Geographical Boundaries of the Borough of Hightstown in Mercer County, New Jersey, and Amending and Supplementing Chapter 28, Entitles “Zoning,” of the Revised General Ordinances of the Borough, In Order to Establish a New Section Thereof to be Known as Section 28-12, Entitled “Cannabis.”

Mayor Quattrone opened the Public Hearing for Ordinance 2021-06 and the following individuals spoke:

Hugh Giordano, 57 Argyle, Blackwood, NJ (UFCW Local 152 Rep.) – Spoke in support of cannabis business noting medical benefits and the availability of local unionized jobs the market creates; offered to set up a tour of the Garden State Facility.

Jeff King, 25 Elizabeth Parkway, Eatontown, NJ – Spoke in support of cannabis business noting the medical benefit.

Alexander Pineda, Lincoln Avenue – Spoke in support of cannabis business noting medical and tax benefits.

Storm Lewis, 14 Ellwood Road & Borough Business Owner - Spoke in support of the previous comments.

Geoff Trapp, 115 South Street – Spoke in opposition of the ordinance and in support of cannabis business.

Marina Rebmann, 3 Berelle Sq., Parlin, NJ - Spoke about the difficulties of being handicapped and the medical assistance offered her by cannabis.

Jessica Nicholas, 115 S. 14th Ave., Manville, NJ – Reviewed the current legislation and voting statistics; encouraged the Borough’s research.

Edward Sativa Grimes, sativa cross.org – Spoke regarding disabilities and medical cannabis; read a quote from the Bible.

Joanna Jackson, 149 N. Academy St. – Spoke in opposition of the ordinance and in support of cannabis business.

Eugene Serafin, 628 S. Main St – Spoke in support of the ordinance and Council’s decision to research the matter before making any decisions.

The Borough Engineer was excused from the meeting at this time and departed the meeting.

Beth Watkins, 314 Lincoln Ave. – Commented that the Council should do their research before they opt out; the Borough will miss out because all the licenses will be gone.

Stephanie Spann, 115 Morrison Ave. – Read portions of the Master Plan about attracting businesses and commented that this could be accomplished by allowing these businesses.

Jessica Nicholas, 115 S. 14th Ave., Manville, NJ – Reviewed the designation of allowed locations in the legislation and noted there are options.

Terry Parliaros, 2 Spruce Court – Commented that this business is the opportunity for growth and Council should develop the guidelines now.

There being no further comments, Mayor Quattrone closed the public hearing on ordinance 2021-06.

Moved for Adoption by Councilmember Misiura; Seconded by Councilmember Musing.

Discussion ensued.

Councilmember Jackson read the following statement:

“I just want to be clear that this is my opinion and not a report from the cannabis subcommittee. In a few minutes we will vote on an ordinance to prohibit cannabis businesses in Hightstown. It’s no secret that I am in favor of allowing cannabis businesses to operate in borough. This measure was approved by over 70 percent of voters, when talking to people in town I hear nothing but support for allowing these businesses in town. With this much public support it’s difficult to see this as anything other than a mandate from the voters. It’s easy to see that the voters want this.

I agree that there are many unanswered questions about how these businesses will operate, but I still see very few if any negatives with allowing them to open.

I view this through an economic lens. We will collect 2% tax on each sale of cannabis. This may not sound like much but over time the potential to increase revenue for the borough is there. As we speak there are people who are ready to open cannabis businesses in the borough.

No matter what decision we make tonight, cannabis delivery will be available in Hightstown. Allowing for the sale of cannabis in the borough will keep that tax revenue in the town.

I see cannabis and alcohol in the same light except for the fact that alcohol is far more dangerous than cannabis, I imagine cannabis will come to be regulated in much the same way alcohol is regulated. The brewery was opened with little to no opposition and has become one of the most successful businesses in the borough. We can and should use this opportunity to do the same thing for cannabis. I think it’s hypocritical to use alcohol and at the same time be opposed to cannabis use.

The idea that allowing cannabis sales in Hightstown will attract an unsavory client base is ridiculous. The people using cannabis are already here in the borough. They are your neighbors and in some cases your family and friends.

The state will only allow for a certain number of licenses to be issued. If we drag our feet we will miss this opportunity.

This will probably be one of the most consequential votes this council makes. I don't want to be on the wrong side of that vote. I think this is a good thing for Hightstown, that's why I will be voting against this ordinance tonight."

Councilmember Misiura thanked everyone for their comments and noted there were good points made; this is not about whether we are for or against a cannabis business, it is a technical issue. He then read the options from the Planner's memo to the Planning Board on the matter, noting that time is needed to prepare a zoning ordinance to regulate the business. He stated that it was important to respect everyone's rights and the ordinance should be tailored for Hightstown and we want to do it right. He encouraged the members of Council to vote for the ordinance.

Councilmember Cicalese stated that he was reassured by the comments he has heard and that the problem with the legislation is timing. He noted his original intent was to vote against this ordinance but is now convinced that this is the only way to move forward without compromising the Borough. He noted that the memo from the Planner is available to the public in the packet for tonight's meeting if they would like to review the comments in full.

Councilmember Musing thanked everyone for attending the meeting and commented that it is frustrating that this item was put on the ballot with no direction on implementation; guidance is being given the same way. He stated that this does not mean we do not want this business, but we do not want to give up our land regulations regarding the matter either. Hightstown wants to be a destination town, but this is new, and the subcommittee (of which he is a member) is performing due diligence to study the matter. Most towns in New Jersey have opted out pending investigations; New Jersey's upper Government Officials should have been better prepared. The Borough will revisit the matter after the subcommittee performs their research.

Council President Bluth thanked everyone for attending and their comments noting they have been heard. There is not enough information to make an informed decision, so she will be voting to opt-out for now.

Councilmember Fowler noted that she is also a member of the subcommittee and thanked everyone for their comments. She is personally in favor of cannabis business and is hopeful proper guidance will be forthcoming soon. She, too, will be voting to opt out at this time.

Mayor Quattrone thanked everyone for their comments and noted that it was educational. He added that it takes time to do things properly and that the subcommittee may be ready by August, but they are performing due diligence and it will take time.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Misiura and Musing voted yes. Councilmember Jackson voted no.

Ordinance adopted 5-1.

Ordinance 2021-06

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

AN ORDINANCE PROHIBITING THE OPERATION OF ANY CLASS OF CANNABIS BUSINESSES WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE BOROUGH OF HIGHTSTOWN IN MERCER COUNTY, NEW JERSEY, AND AMENDING AND SUPPLEMENTING CHAPTER 28, ENTITLED "ZONING," OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH, IN ORDER TO ESTABLISH A NEW SECTION THEREOF TO BE KNOWN AS SECTION 28-12, ENTITLED "CANNABIS."

WHEREAS, in 2020 New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to allow for the legalization of a controlled form of marijuana called “cannabis” for adults at least 21 years of age; and

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the “New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act” (the “Act”), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six marketplace classes of licensed businesses, including:

- Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
- Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 Cannabis Distributer license, for businesses involved in transporting cannabis plants in bulk from on licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
- Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchases items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

WHEREAS, section 31a of the Act authorizes municipalities by ordinance to adopt regulations governing the number of cannabis establishments (defined in section 3 of the Act as “a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer”), cannabis distributors or cannabis delivery services allowed to operate within their boundaries, as well as the location manner and times operation of such establishments, distributors or delivery services, and establishing civil penalties for the violation of any such regulations; and

WHEREAS, section 31b of the Act authorizes municipalities by ordinance to prohibit the operation of any one or more classes of cannabis establishments, distributors, or delivery services anywhere in the municipality; and

WHEREAS, section 31b of the Act also stipulates, however, that any municipal regulation or prohibition must be adopted within 180 days of the effective date of the Act (*i.e.*, by August 22, 2021); and

WHEREAS, pursuant to section 31b of the Act, the failure to do so shall mean that for a period of five years thereafter, the growing, cultivating, manufacturing, selling and reselling of cannabis and cannabis items shall be permitted uses in all industrial zones, and the retail selling of cannabis items to consumers shall be a conditional use in all commercial and retail zones; and

WHEREAS, at the conclusion of the initial and any subsequent five-year period following a failure to enact local regulations or prohibitions, the municipality shall again have 180 days to adopt an ordinance regulating or prohibiting cannabis businesses, but any such ordinance would be prospective only and would not apply to any cannabis business already operating within the municipality; and

WHEREAS, the Borough Council of the Borough of Hightstown (the “Borough”), in the County of Mercer, and State of New Jersey, has determined that, due to present uncertainties regarding the potential future impacts that allowing one or more classes of cannabis business might have on New Jersey municipalities in general, and on the Borough in particular, it is at this time necessary and appropriate, and in the best interest of the health, safety and welfare of the Borough’s residents and members of the public who visit, travel, or conduct business in the Borough, to prohibit all manner of marijuana-related land use and development within the geographic boundaries of the Borough, and to amend the Borough’s zoning regulations accordingly; and

WHEREAS, officials from two prominent non-profit organizations that have been established for the purpose of advising New Jersey municipalities on legal matters such as have been presented by the Act (those organizations being the New Jersey State League of Municipalities and the New Jersey Institute of Local Government Attorneys) have strongly urged that, due to the complexity and novelty of the Act; the many areas of municipal law that are or may be implicated in decisions as to whether or to what extent cannabis or medical cannabis should be permitted for land use purposes or otherwise regulated in any particular municipality; and the relatively short duration in which the Act would allow such decisions to be made before imposing an automatic authorization of such uses in specified zoning districts subject to unspecified conditions, the most prudent course of action for all municipalities, whether or not generally in favor of cannabis or medical cannabis land development and uses, would be to prohibit all such uses within the Act’s 180-day period in order to ensure sufficient time to carefully review all aspects of the Act and its impacts.

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

Section 1. That, pursuant to section 31b of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (P.L. 2021, c. 16) (the “Act”), all cannabis establishments, cannabis distributors and/or cannabis delivery services, as those terms are defined in the Act, are hereby prohibited from locating and/or operating anywhere within the geographical boundaries of the Borough, except that the delivery of cannabis items and related supplies by a delivery service within the Borough shall be permitted.

Section 2. That Chapter 28, entitled “Zoning,” of the Revised General Ordinances of the Borough of Hightstown (the “Borough Code”) is hereby amended and supplemented in order to establish a new Section thereof, to be known as Section 28-12, entitled “Cannabis,” as follows:

Section 28-12

CANNABIS

Subsections:

28-12-1 Scope and Purpose; Authority.

28-12-2 Cannabis Operations Prohibited.

Subsection 28-12-1 Scope and Purpose; Authority.

The purpose of this ordinance is to prohibit, within the geographical boundaries of the Borough, the location and/or

operation of all classes of cannabis establishments or cannabis distributors or cannabis delivery services, as said terms are defined in section 3 of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (P.L. 2021, c. 16) (the “Act”), but not the delivery of cannabis items and related supplies by a delivery service.

This ordinance is adopted pursuant to the authority set forth in section 31b of the Act.

Subsection 28-12-2 Cannabis Operations Prohibited.

The location and/or operation of all classes of cannabis establishments or cannabis distributors or cannabis delivery services, as said terms are defined in section 3 of the Act, but not the delivery of cannabis items and related supplies by a delivery service, is hereby prohibited within the geographical boundaries of the Borough.

Section 3. That this Ordinance shall become effective immediately upon final passage and publication in accordance with the law.

Section 4. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 5. That, in the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

2021-07 First Reading and Introduction – An Ordinance Amending and Supplementing Chapter 4, Entitled Licensing,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” Relating to Peddlers, Solicitors and Canvassers

Moved for Introduction by Councilmember Jackson; Seconded by Councilmember Fowler.

The Borough Administrator gave an overview of the purpose of the ordinance.

Roll Call Vote: Councilmembers Bluth; Cicalese, Fowler, Jackson, Misiura and Musing voted yes.

Ordinance introduced 6-0; public hearing to be held June 7, 2021.

ORDINANCE 2021-07

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 4, ENTITLED “LICENSING,” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY,” RELATING TO PEDDLERS, SOLICITORS AND CANVASSERS

WHEREAS, the existing licensing regulations of the Borough of Hightstown (the “Borough”) as pertains to peddlers, solicitors and canvassers are set forth in Chapter 4, entitled “Licensing,” 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 a resident’s right to privacy and quiet as pertains to peddlers, solicitors and canvassers.

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 4, entitled “Licensing,” Section 4-2, entitled “Peddlers”, and Section 4-3, entitled “Solicitors and Canvassers”, of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” are hereby amended and supplemented by adding the following:

DO NOT SOLICIT LIST

A. All residents of the Borough may register their name and address with the Borough Clerk together with a request to be placed on the “Do-Not-Solicit” list to be maintained by the Borough. The list shall register residents who do not wish to be approached at their residence or within the perimeter of their property by any peddler, solicitor or canvasser without exception.

B. All residents who have registered on the “Do-Not-Solicit” list may obtain from the Borough Clerk at no charge a sticker for display on their property warning that the property is on a No-Solicit list. Display of a sticker is not required for enforcement of the “Do-Not-Solicit” ban.

C. It shall be unlawful for a peddler, solicitor or canvasser to approach or seek personal contact with the occupant of any residence either at the residence or within the perimeter of the property if the residence is registered on an applicable “Do-Not-Solicit” list. All nonprofit, religious, or political groups canvassing exclusively door-to-door shall be exempt from the prohibitions of this section.

D. All peddlers, solicitors and canvassers shall be required to obtain the most current applicable “Do-Not-Solicit” list from the Borough Clerk when acquiring their license to operate.

E. Violation of this ordinance shall be a \$100 fine and revocation of the license to operate in the Borough. Revocation of the license shall be applicable to the company to which the license is issued and includes all employees working under same.

F. Residents shall remain on the Do-Not-Solicit list until they request to be removed or move from the registered address.

G. The Borough Clerk shall maintain the “Do-Not-Solicit” list and provide a current copy to all who receive a license as a peddler, solicitor or canvasser. The Clerk shall thereafter provide these individuals with updated copies of the lists upon request.

H. This ordinance shall not be applicable to non-profit and/or political groups

I. The Borough Clerk shall also maintain copies of the lists on the Borough website.

J. The Police Department shall be responsible for enforcement of this ordinance and the Borough Clerk shall forward copies of the lists and list updates to the Chief of Police for enforcement purposes.

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.

RESOLUTIONS**Resolution 2021-078 Authorizing Payment of Bills**

Moved by Councilmember Cicalese; Seconded by Councilmember Fowler.

Roll Call Vote: Councilmembers Cicalese, Fowler, Jackson, Misiura and Musing voted yes; Council President Bluth abstained.

Resolution adopted 5-0 with one abstention.

Resolution 2021-078

*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 \$200,796.79 from the following accounts:

Current		\$76,011.04
W/S Operating		91,872.25
General Capital		19,495.50
Water/Sewer Capital		13,418.00
Grant		0.00
Trust		0.00
Unemployment Trust		0.00
Animal Control		0.00
Law Enforcement Trust		0.00
Tax Lien Trust		0.00
Public Defender Trust		0.00
Escrow		<u>0.00</u>
Total		<u><u>\$200,796.79</u></u>

CONSENT AGENDA

Councilmember Fowler moved Resolutions 2021-079; 2021-080 and 2021-081 as a Consent Agenda; Councilmember Cicalese seconded.

Roll Call Vote: Councilmembers Bluth; Cicalese, Fowler, Jackson, Misiura and Musing voted yes.

Resolutions adopted 6-0.

Resolution 2021-079

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

RESOLUTION OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS “NOTE RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$1,435,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE BOROUGH IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM.

WHEREAS, the Borough of Hightstown, in the County of Mercer (the “Local Unit”), New Jersey, is making improvements to its drinking water infrastructure including, but not limited to, the replacing and relining of the water mains within the Borough, including all work and materials necessary therefor and incidental thereto (the “Project”), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the “New Jersey Water Bank”) of the New Jersey Infrastructure Bank (the “I-Bank”);

WHEREAS, the Local Unit has previously determined to temporarily finance the undertaking of the Project through two bond anticipation notes issued to fund the Project in part (the “Notes”) and which Notes mature on December 8, 2021; and

WHEREAS, the Local Unit has determined to prepay the Notes and undertake a subsequent proposed temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the “Construction Loan”) to the Local Unit within 90 days of the prepayment of the Notes, pursuant to the Construction Financing Loan Program of the I-Bank (the “Construction Financing Loan Program”);

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Loan Program, it is the desire of the Local Unit to issue and sell to the I-Bank the “Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$1,435,000 (the “Note”);

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the “Local Bond Law”), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by bond ordinance 2017-010 finally adopted on August 21, 2017, as supplemented by bond ordinance 2019-09 finally adopted on June 17, 2019 (collectively, the “Bond Ordinance”) authorizing an aggregate amount of \$1,435,000 of bond, and any notes issued in anticipation thereof, for the Project. A quorum was present and acted throughout the Bond Ordinance, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Local Unit (the “Chief Financial Officer”) is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount up to \$1,435,000;
- (b) the maturity of the Note shall be as determined by the I-Bank;
- (c) the interest rate of the Note shall be as determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered “CFP-2021-1”;
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form provided by the I-Bank.

Section 6. The law firm of McManimon, Scotland and Baumann, LLC is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Loan Financing Program, to arrange for same.

Section 7. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Secretary of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Loan Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Loan Program and to prepay the Notes.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to McManimon, Scotland & Baumann, LLC, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Resolution 2021-080

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

**MAKING AND CONFIRMING APPOINTMENTS TO THE HIGHTSTOWN
BOROUGH ENVIRONMENTAL COMMISSION**

BE IT RESOLVED that the following appointment to the Hightstown Borough Environmental Commission is hereby made and confirmed by the Mayor and Council of the Borough of Hightstown:

Haritha Chityala	Ux. 2 yrs.	December 31, 2021
Joseph Studholme	Ux. 2 yrs.	December 31, 2021

Resolution 2021-081

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

**AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS
PRIOR TO ADOPTION OF THE 2021 BUDGET**

WHEREAS, an emergent condition has arisen with respect to inadequate appropriation balances remaining in some line items of the 2021 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 2021 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	387,700.00	982,497.00	1,370,197.00
Capital Outlay – Current	0.00	0.00	0.00
Debt Service – Current	0.00	0.00	0.00
Water/Sewer	140,000.00	477,966.00	617,966.00
Capital Outlay – W/S	0.00	0.00	0.00
Debt Service - W/S	0.00	0.00	0.00
TOTAL	527,700.00	1,460,463.00	1,988,163.00

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 2021 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.

Borough of Hightstown
Emergency Temporary No. 4
5/17/2021

SCHEDULE "A"

Current Fund

Mayor and Council	Salaries and Wages	4,400.00
Municipal Clerk	Salaries and Wages	6,000.00
Financial Administration	Salaries and Wages	3,000.00
Municipal Court	Salaries and Wages	2,000.00
Planning Board	Other Expenses	4,000.00
Group Health Insurance	Other Expenses	60,000.00
Workers Compensation	Other Expenses	13,600.00
Police	Salaries and Wages	200,000.00
Solid Waste	Salaries and Wages	10,000.00
Buildings and Grounds	Salaries and Wages	4,000.00
Buildings and Grounds	Other Expenses	12,000.00
Recycling	Salaries and Wages	5,000.00
Board of Health	Salaries and Wages	7,000.00
Parks and Recreation	Salaries and Wages	3,000.00
Landfill	Other Expenses	25,000.00

Uniform Construction Code	Salaries and Wages	11,000.00
Housing Code Enforcement	Salaries and Wages	6,000.00
Social Security	Other Expenses	7,000.00
County Dispatch EMS	Other Expenses	<u>4,700.00</u>
Total Current Fund		<u>387,700.00</u>
Water-Sewer Operating Fund		
Salaries and Wages		90,000.00
Other Expenses		<u>50,000.00</u>
Total Water Sewer Operating		<u>140,000.00</u>
Total		<u><u>527,700.00</u></u>

OLD BUSINESS

Re-Scheduling of Budget Meetings

After discussion the budget meetings were re-schedule for June 1st and June 10th, both at 6:30pm via Zoom.

SUBCOMMITTEE REPORTS

Ordinance Review – Council President Bluth reported that the Subcommittee was waiting for information from various departments; it has been received and this is a big project. A recommendation is forthcoming.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Jackson

HPC – will meet this Thursday.

Councilmember Fowler

Environmental Commission – will meet next week.

Downtown Hightstown - will be having a Hightstown Happening weekend long event June 10 - 13 which will be kicked off by the Historical Society Waking Tour.

Councilmember Misiura

First Aid - will meet this week.

Water/Sewer – He met with the department heads and toured the plants; he suggested other Councilmembers take a tour as well. He noted that these are big operations and the Borough's responsibility; there is a need for infrastructure work; and performing the needed work during road projects should continue.

Water – The employees have expressed concern with working with fluoride as it is very dangerous; they would like the Borough to reconsider the decision to add fluoride to the water.

Sewer – The AWWTP has some capital requests that must be prioritized.

The bike event went well as part of the bicycle safety program; there has been a noticeable increase in truck traffic recently and this is a regional concern, the County, State and Towns need to put forward a collaborative effort.

Regarding the driveway to the new municipal facility, the initial intent was for police use only never trucks; there were good public comments.

Councilmember Musing

The Cannabis subcommittee appreciates the comments; the plan for the new facility has changed and is worth subcommittee review.

Councilmember Cicalese

Complete Streets – the Committee encourages Residents to reach out, and they understand that truck traffic is an ongoing issue. Complete Streets works with grant funding, and they need to know the issues to fix them, this takes time and money. The bike event was very nice, and good data was collected.

Parks & Recreation – met last week and got an update from OEM.

This weekend is the Borough-wide yard sale and he encouraged everyone to participate.

Council President Bluth

Cultural Arts Commission – will meet this Wednesday.

Borough Administrator/Clerk, Debra Sopronyi

She has been to the area of Stockton Street where the Residents are concerned with the sidewalk and has met with them as well; we are looking for funds to do the project.

The changes in restrictions regarding COVID are encouraging.

Borough Attorney, Fred Raffetto

He is working with the ordinance subcommittee and cannabis subcommittee regarding Borough ordinances.

Mayor Quattrone

The flowers were hung downtown today, thank you to the Garden Club and Public Works.

We hear and appreciate the Stockton Street sidewalk concerns and are searching for funding; the Administrator, CFO and Engineer are working on it.

He is working with Dan Benson to make the toll at exit 8A the same as at 7A which could encourage trucks to go to exit 7A and exit onto 195 to get to their destination.

He likes the work of the Subcommittees, and the ordinances need researching.

ADJOURNMENT

Moved by Councilmember Musing at 9:16 p.m.; Seconded by Councilmember Cicalese. All ayes.

Respectfully Submitted,

Debra L. Sopronyi
Borough Clerk

Meeting Minutes
Hightstown Borough Council
June 1, 2021 – Budget Workshop
6:30 p.m.

The meeting was called to order by Mayor Quattrone at 6:40 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 www.zoom.com.

The flag salute followed Roll Call.

	PRESENT	ABSENT
<i>Councilmember Susan Bluth</i>	✓	
<i>Councilmember Joseph Cicalese</i>	✓	
<i>Councilmember Cristina Fowler</i>	✓	
<i>Councilmember Joshua Jackson</i>	✓	
<i>Councilmember Steven Misiura</i>	✓	
<i>Councilmember Dimitri Musing</i>	✓	
<i>Mayor Quattrone</i>	✓	

Also in attendance: Margaret (Peggy) Riggio, Deputy Borough Clerk; Debra Sopronyi Borough Clerk/Administrator and George Lang, CFO.

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Moved by Councilmember Musing; Seconded by Councilmember Cicalese.

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

Agenda approved 6-0.

PUBLIC COMMENT I

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

There being no public in attendance, Mayor Quattrone closed the public comment period.

DISCUSSION

Budget 2021

George Lang presented the First Aid Budget request. Sneah Sukhadia, Captain of the Squad, explained that the budget request increase was for building maintenance, motor vehicle maintenance, education and training for new EMTs, uniforms for new EMTs, new system for EMS charts, medical supplies due to increased calls, medical equipment due to increased calls. Mr. Sukhadia stated that their membership is up and that the response to calls have more than doubled over the last 2 years. Mr. Sukhadia stated that their fundraising efforts and income from the hall rental are held in a fund for a new ambulance. CFO, George Lang, stated that we will need to look at the entire budget before the first aid amount is approved.

Scott Jenkins and Kevin Brink representing the Fire Department joined at this time. Mr. Lang stated that the Fire Department is requesting \$20,000 over last year's budget. Mr. Brink explained they need an increase in education for their current members. A tablet is needed for the Chief's car so they can be aligned with the County in real time. There is an increase in equipment since prices are continually increasing. Increase in truck maintenance due to older vehicles. Other line items need to be increased just do to rising costs. Discussion ensued. Council suggested budgeting the entire request of \$88,000. Mr. Lang stated that he will pencil in the \$88,000 but again, will need to see the entire budget before that can be confirmed.

Mr. Lang reviewed the Water/Sewer Budget. He stated that the numbers are very rough. Discussion ensued. Council questioned when the rate was last increased. Mr. Lang stated that it had been several years. Council all agreed that we need to look at an increase this year and then a small increase annually. Borough Administrator, Debra Sopronyi, stated that she will have Ken Lewis, Superintendent of Water and Bill Searing, Superintendent of the Sewer Department, take a closer look at their budgets and make cuts were applicable.

ADJOURNMENT

Councilmember Misiura moved to adjourn at 8:13 p.m.; Seconded by Councilmember Fowler. All ayes.

Respectfully Submitted,

Margaret M. Riggio
Deputy Borough Clerk



The Borough of Hightstown

Clerk's Office

156 Bank Street, Hightstown, New Jersey 08520

Phone – (609) 490-5100, ext. 628

Fax – (609) 448-2672

deputyclerk@hightstownborough.com

TO: Mayor and Council
FROM: Peggy Riggio, Deputy Clerk
DATE: June 28, 2021
RE: Councilmember Vacancy

Due to the resignation of Councilmember Musing on June 22, 2021, there now exists a vacancy on Hightstown Borough Council. As set forth in the Municipal Vacancy Law, NJSA 40A:16 et seq. The Hightstown Democratic District Committee set forth three names to fill the vacant seat. The names received by the Borough Clerk's office on June 25, 2021 are:

1. Frederick Montferrat
2. Joe Studholme
3. Torry Watkins

Please let me know if you have any questions or require additional information.

Thank you.

Resolution 2021-099

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

APPOINTING A COUNCILMEMBER TO FILL THE VACANCY OF AN UNEXPIRED TERM ENDING DECEMBER 31, 2021

WHEREAS, there exists a vacancy in the office of Councilmember due to the resignation of Dimitri Musing effective June 22, 2021; and

WHEREAS, the Municipal Vacancy Law (N.J.S.A. 40A:16-1 *et seq.*), provides that the Municipal Committee of the party that previously filled the seat shall submit within fifteen (15) days three (3) names for Council's consideration in filling the vacancy; and

WHEREAS, the Democratic Municipal Committee submitted the names of three (3) Nominees on June 25, 2021; and

WHEREAS, pursuant to the Municipal Vacancy Law, the Borough Council must, fill the vacancy by the appointment of a successor from the three (3) Nominees put forward from same political party which had nominated the incumbent whose office had become vacant; and

WHEREAS, the Borough Council has publicly deliberated the nominees presented by the Democratic Municipal Committee to fill the vacancy with a member who would best serve the residents of the Borough; and

WHEREAS, by vote of Borough Council, the Council has decided to appoint _____ to fill the position of Councilmember for the unexpired term ending December 31, 2019.

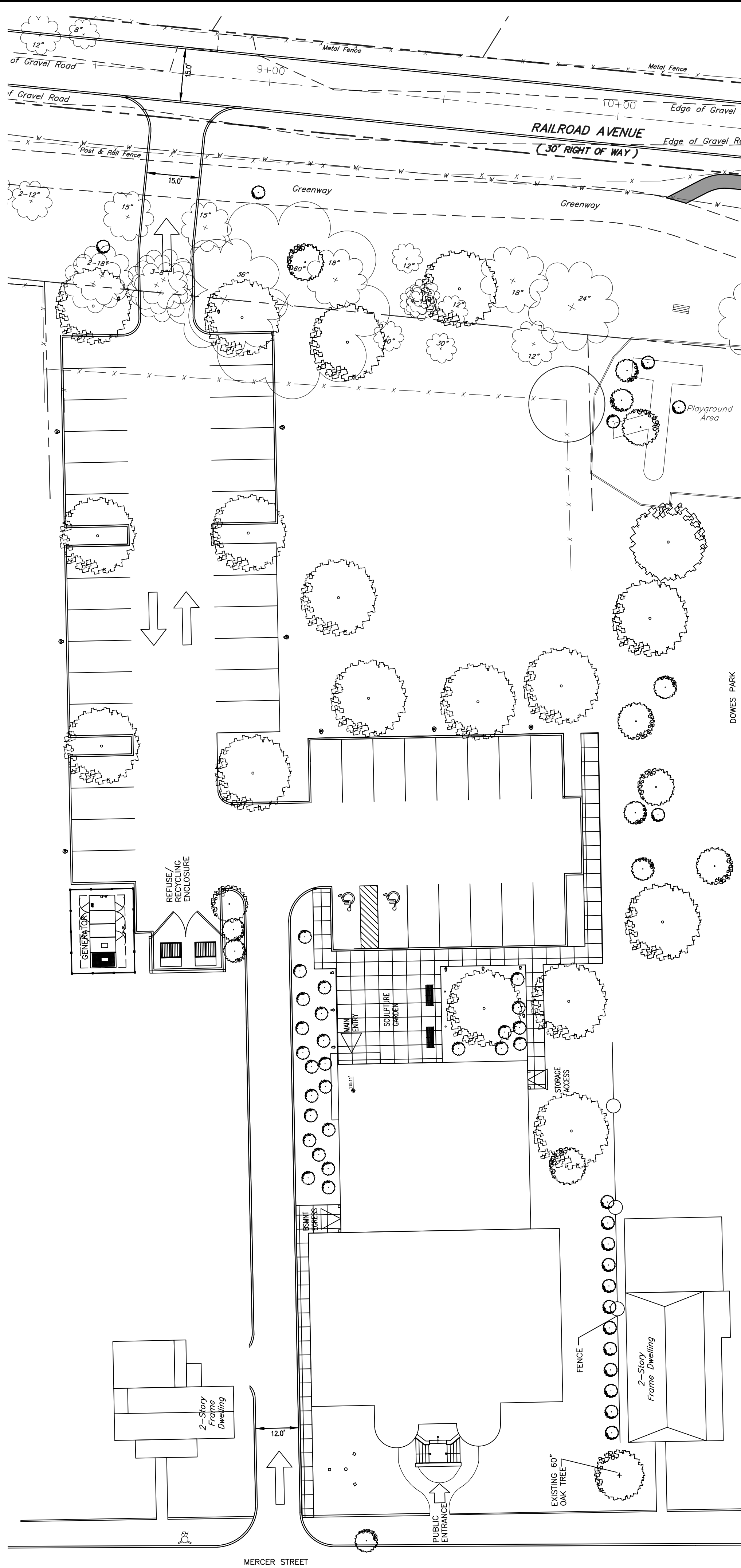
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that _____ is hereby appointed to serve in the position of Councilmember to fill the vacancy of the unexpired term ending December 31, 2021.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 6, 2021.

Margaret Riggio
Deputy Borough Clerk

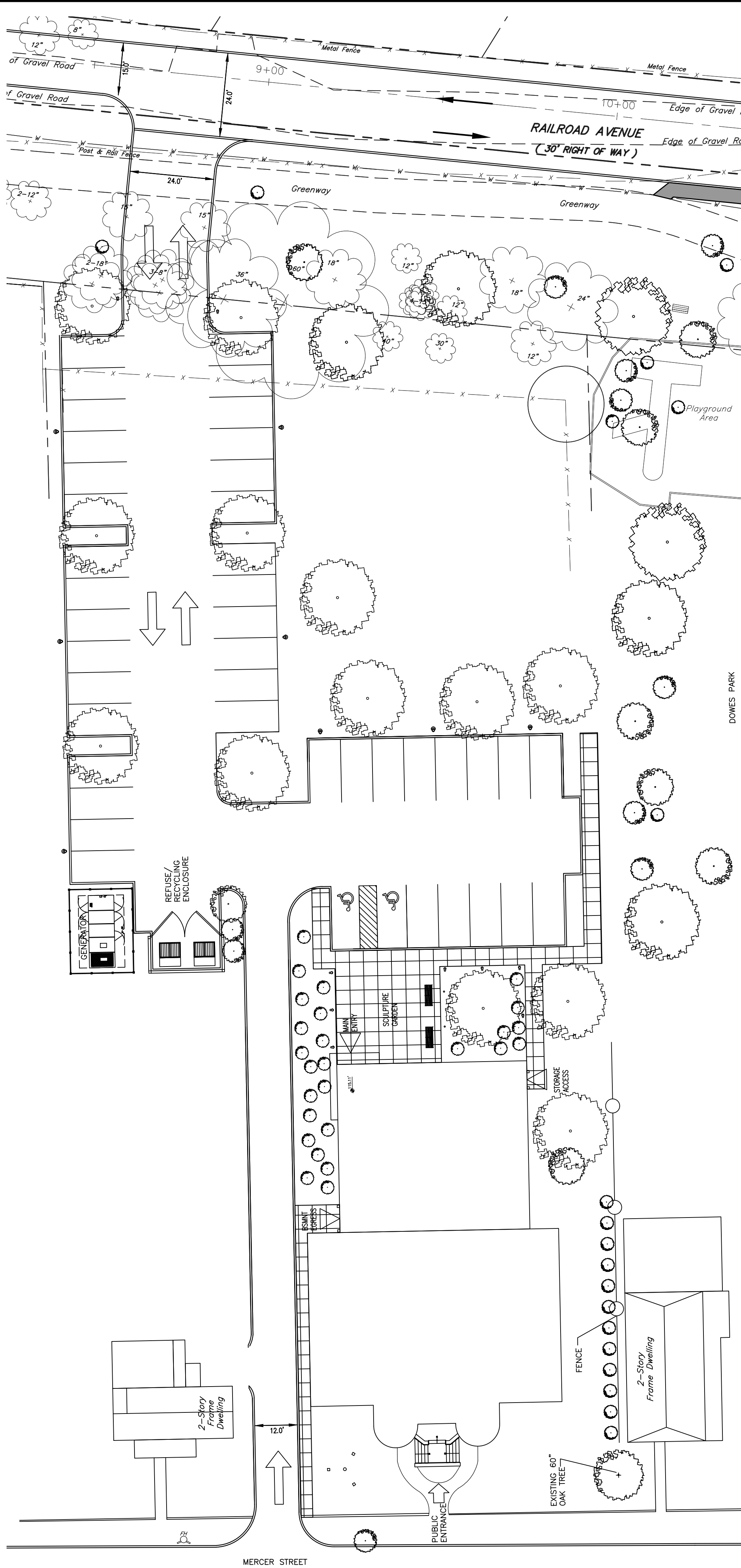
L:\M&P\1670 Whitehorse\1670 - Improvements to Day Street and Railroad Avenue\Drawings\Concept Plans\Concept - Borough Hall.dwg, 6/27/2021 2:28:18 PM



CONCEPT No. 1

CONCEPT No. 1 NOTES:

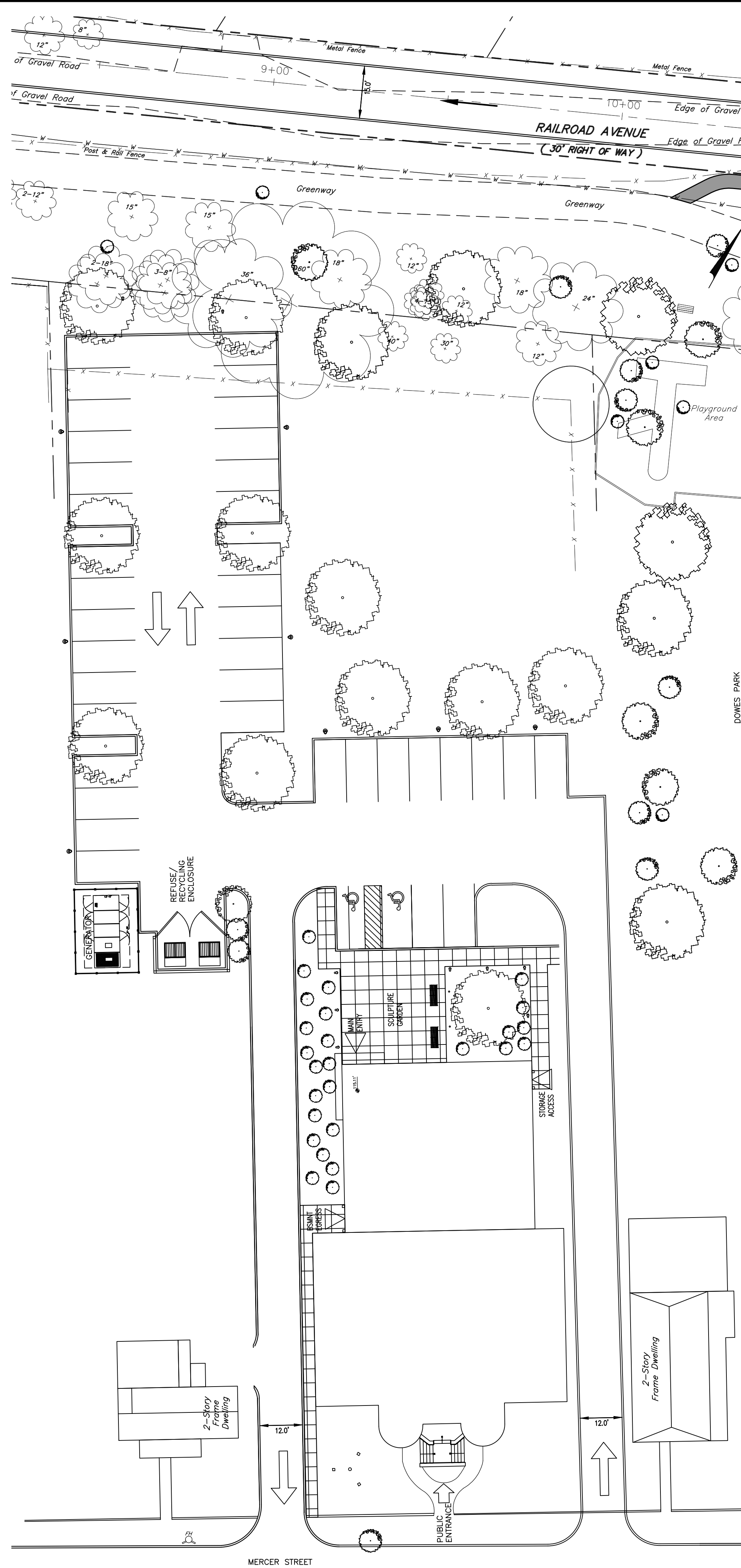
- ONE 12-FT. WIDE 1-WAY IN AT MERCER STREET.
- ONE 15-FT. WIDE 1-WAY OUT AT RAILROAD AVENUE.
- 1-WAY RAILROAD AVENUE LAYOUT (15-FT. WIDE)
- NO FIRE TRUCK ACCESS TO SITE. FIRE TRUCK MUST PARK ON MERCER STREET.



CONCEPT No. 2

CONCEPT No. 2 NOTES:

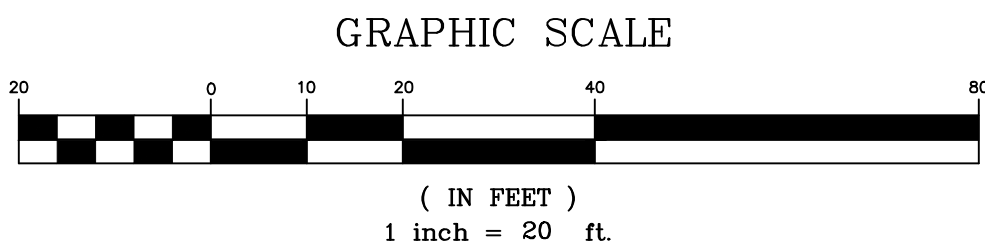
- ONE 12-FT. WIDE 1-WAY IN AT MERCER STREET.
- ONE 24-FT. WIDE 2-WAY IN/OUT AT RAILROAD AVENUE WITH OFF-ROAD DRIVEABLE SURFACE FOR FIRE TRUCK ACCESS.
- 'HYBRID' RAILROAD AVENUE LAYOUT (24-FT. WIDE TO MORRISON AVENUE AND 15-FT. WIDE TO DEY STREET)
- FIRE TRUCK ACCESS FROM RAILROAD AVENUE.



CONCEPT No. 3

CONCEPT No. 3 NOTES:

- TWO 12-FT. WIDE 1-WAY DRIVEWAYS AT MERCER STREET, 1-WAY IN AND 1-WAY OUT.
- 15-FT. WIDE ONE-WAY RAILROAD AVENUE WITH NO ACCESS TO BOROUGH HALL.
- NO FIRE TRUCK ACCESS TO SITE. FIRE TRUCK MUST PARK ON MERCER STREET.
- REQUIRES THE REMOVAL OF 60' TREE AT MERCER STREET.
- LOSS OF 4 PARKING SPACES.
- ONE-WAY IN FROM MERCER STREET APPROXIMATELY 2-FT. FROM BOROUGH HALL BUILDING FACE AND FROM NEIGHBORING PROPERTY BUILDING FACE.
- THIS IS AN UNDESIRABLE CONCEPT. SITE ACCESS IS NOT FEASIBLE, PRACTICAL OR SAFE. THE SITE/CIVIL ENGINEER FOR BOROUGH HALL HAS INDICATED THAT THIS WILL HAVE STRUCTURAL IMPACTS TO BOROUGH HALL AND THE NEIGHBORING PRIVATE STRUCTURE. THE SITE/CIVIL ENGINEER HAS INDICATED THAT HE WILL NOT SIGN/SEAL THIS LAYOUT.



Roberts ENGINEERING GROUP LLC Whisper Business Enterprise Certified CERTIFICATE OF AUTHORIZATION: 24GA285900		1670 Whitehorse-Hamilton Square Rd. Hamilton, New Jersey 08690 609-586-1141 fax 609-586-1143 www.RobertsEngineeringGroup.com	
CARMELA ROBERTS, PE LICENSED PROFESSIONAL ENGINEER STATE OF NEW JERSEY LIC. No. 24GE03441900		TED W. PIVOVARNICK, PLS LICENSED PROFESSIONAL LAND SURVEYOR STATE OF NEW JERSEY LIC. No. 24G503586800	

BOROUGH HALL ACCESS CONCEPTS	
IMPROVEMENTS TO RAILROAD AVENUE AND DEY STREET	
BOROUGH OF HIGHTSTOWN, MERCER COUNTY, NEW JERSEY	
FILE NO.: H11801 DRAWN BY: CC DATE: 6/21/2021 SCALE: 1"=20' DWG. No.: SC1 SHEET No.	DESIGNED BY: CC CHECKED BY: CR DATE: 6/21/2021 SCALE: 1"=20' DWG. No.: SC1 SHEET No.
1 OF 1	



June 1, 2021

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

Re: NJDOT Application for Safe Routes to Schools FY2022
Our File No.: H1604

Dear Mayor and Council:

Enclosed with this letter, please find the following:

1. Copy of a letter from NJDOT dated May 25, 2021 soliciting grant applications for the Safe Routes to School Program.

The NJ Department of Transportation has announced that it will be accepting applications for the Safe Routes to School (SRTS) grant program. Applications must be submitted on or before October 14, 2021. The SRTS grant program objectives are:

- To enable and encourage children, including those with disabilities, to walk and bicycle to school;
- To make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and
- To facilitate the development and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of New Jersey's primary and middle schools (Grades K-8).

Funding is available for infrastructure projects such as installation of sidewalks, crosswalks, bike lanes, multi-use paths, traffic calming measures, and other means to ensure the ease and safety of children walking or biking to school. Projects must be within 2-miles of primary and middle schools and must be endorsed by the School District. The Grace and Black Schools have a Travel Plan which highlights specific roads/neighborhoods that they will endorse for improvements.

This is the same grant program currently being used to fund the Stockton Street and Joseph Street sidewalks between Summit Street and Oak Lane. Should Council wish to move forward with a new application, I am recommending one of the following:

1. Stockton Street Roundabout at Oak Lane. A roundabout has been proposed by multiple agencies as a way to improve traffic flow and provide a safer route for pedestrians across Stockton Street. This project would have to be designed in consultation with the County Engineer.

2. Summit Street Sidewalk Improvements between First Avenue and Morrison Avenue. This would complete the sidewalk network between the Greenway and Stockton Street and would require removal of large trees.
3. Sidewalk Improvements at Hausser Avenue, Bennett Place, and Prospect Drive.
Grant funding has been received from the NJDOT to improve this neighborhood. If Council chooses to move forward with this SRTS application, the current grant could be used for curb and pavement improvements and sidewalks can be added under a future contract.

We are available to meet directly with the Complete Streets Committee to review any options or considerations that they may want to consider in the application.

We are prepared to move forward with preparation of the application as outlined above and request authorization at your next Council Meeting. Our fee to prepare the application will be at a cost not to exceed \$7,000.00

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

Very truly yours,



Carmela Roberts, PE, CME
Borough Engineer

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



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor



RECEIVED

MAY 28 2021

May 25, 2021

Re: Safe Routes to School
Request for Applications

Roberts Engineering Group, LLC

Dear Prospective Applicant:

On behalf of Governor Philip D. Murphy, I am pleased to announce that applications are now being accepted for the 2022 Safe Routes to School (SRTS) Program. The SRTS program is funded through the Federal Highway Administration's Federal Aid Program and is being administered by the New Jersey Department of Transportation (NJDOT), in partnership with the North Jersey Transportation Planning Authority (NJTPA), the Delaware Valley Regional Planning Commission (DVRPC), and the South Jersey Transportation Planning Organization (SJTPO).

The objectives of the SRTS Program are:

- To enable and encourage children, including those with disabilities, to walk and bicycle to school;
- To make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and
- To facilitate the development and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of New Jersey's primary and middle schools, (Grades K-8).

Projects must be located within two miles of a school that serves students in grades K-8. Funding for the 2022 SRTS Program will be available for the construction of infrastructure projects only. Infrastructure projects may include the installation of sidewalks, crosswalks, bike lanes, multi-use paths, traffic calming measures, and other means to ensure the ease and safety of children walking or biking to school.

For this solicitation, applicants may apply only for construction funds. Any municipality, school district, or county is eligible to apply for funding. Nonprofit organizations are not eligible as direct grant sub-recipients for SRTS funds unless they qualify through one of the eligible entity categories (e.g., where a nonprofit organization is a designated transit agency, school, or an entity responsible for the administration of local transportation safety programs).

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

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Nonprofit entities are eligible to partner with any eligible entity on an eligible project, if State or local requirements permit. The NJDOT has final authority to make a determination on the eligibility of an applicant.

In addition to the traditional grant criteria, for this solicitation, consideration will be given to applications that provide additional benefits to vulnerable members of our communities, including low-income residents, minorities, those with limited English proficiency, persons with disabilities, children and older adults. Census data for these categories will be used to determine if a project meets the equity criteria. Information regarding equity will be available through NJDOT's Local Aid Resource Center web site at:

<https://www.njdotlocalaidrc.com/equity>

Information about scheduling a one on one pre-submission meeting will be forthcoming on the website as well as dates for informational webinars about the Safe Routes to School Program.

As with all federally funded programs, the funds will be disbursed on a reimbursement basis. The award of SRTS grants will be contingent upon the recipient's ability to comply with all applicable federal financial management, project implementation, and oversight regulations. Before applying, applicants should assess their capability to comply with state and federal requirements for the administration of federal-aid highway grants set forth in Title 23 - Highways, and OMB requirements related to uniform administrative requirements, cost principles, and audit requirements for federal awards (2 CFR Part 200).

Public rights-of-way and facilities are required to be accessible for all users through the statutes regardless of funding source. Recipients of federal and state grants will be required to comply with the provisions of Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973.

Applications for the SRTS Program are due on or before October 14, 2021. Due to the extra challenges this year, the typical solicitation time has been extended to provide notification as this school year winds down, opportunity to advance an application in the summer, and additional time in the fall to finish the process. The October 14th deadline provides an additional 31 days for applicants to prepare and submit the application. Applications must be submitted online through NJDOT SAGE at:

<https://njsage.intelligrants.com/>

Additional information on the SRTS Program is available at:

<https://njdotlocalaidrc.com/federally-funded-programs/safe-routes-to-school>

I recommend that you consult your Local Aid District Office and your corresponding Metropolitan Planning Organization for assistance in preparing applications for this program. Contact information is included.

The Division of Local Aid offers a SRTS Design Assistance Program, which provides consultant engineering services to assist Local Public Agencies (LPAs) with the development of plans, specifications, and estimates for their SRTS projects. Recipients of the 2022 SRTS grant solicitation will be eligible to participate in the program. The program was developed by NJDOT as part of the Federal Highway Administration's Every Day Counts (EDC) initiative and is intended to shorten time, reduce costs, and improve quality in the delivery of NJDOT SRTS projects. Consultant costs for this program are paid by NJDOT and are not part of the grant amount if your LPA chooses to participate.

Please take advantage of this opportunity to improve safety for New Jersey's school children. Good luck with your application.

Sincerely,

A handwritten signature in cursive script, reading "Diane Gutierrez-Scaccetti".

Diane Gutierrez-Scaccetti
Commissioner

cc: Municipal Clerk
Municipal Engineer
County Engineer

Enclosure

New Jersey's Metropolitan Planning Organizations (MPOs)

North Jersey Transportation Planning Authority (NJTPA)

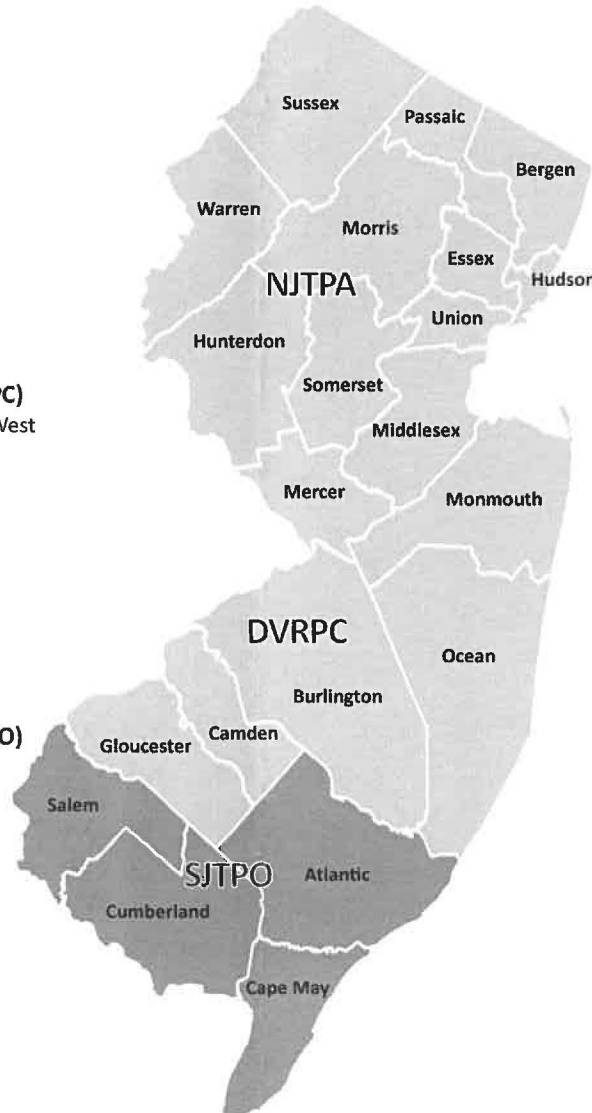
One Newark Center
17th Floor
Newark, NJ 07012
Phone: (973) 639-8400
Fax: (973) 639-1953
SRTS Contact: Eve Chamberlain
Email: echamberlain@njtpa.org

Delaware Valley Regional Planning Commission (DVRPC)

190 North Independence Mall West
8th Floor
Philadelphia, PA 19106
Phone: (215) 592-1800
Fax: (215) 592-9125
SRTS Contact: John Coscia Jr.
Email: jcosciajr@dvrpc.org

South Jersey Transportation Planning Organization (SJTPO)

782 South Brewster Road
Unit B6
Vineland, NJ 08360
Phone: (856) 794-1941
Fax: (856) 794-2549
SRTS Contact: Alan Huff
Email: ahuff@sjtpo.org



New Jersey Department of Transportation Local Aid and Economic Development

Main Office

1035 Parkway Avenue, PO Box 600
Trenton, NJ 08625-0600
Phone: 609.963.2021
Fax: 609.530.8044
Manager: David Bruccoleri

District 1, Mount Arlington

Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: 973.810.9120
Fax: 973.601.6709
Manager: Adam Iervolino

District 2, Newark

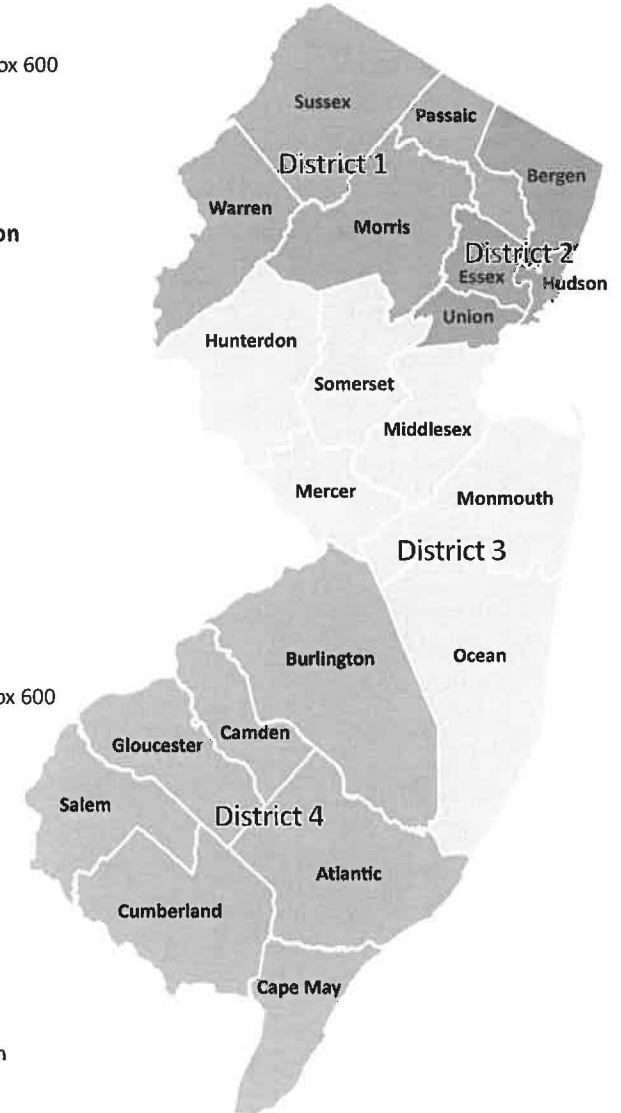
153 Halsey Street, 5th floor
Newark, NJ 07102
Phone: 973.877.1500
Fax: 973.648.4547
Manager: Eileen Schack

District 3, Trenton

1035 Parkway Avenue PO Box 600
Trenton, NJ 08625-0600
Phone: 609.963.2020
Fax: 609.530.8044
Manager: Deval Desai

District 4, Cherry Hill

One Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: 856.414.8414
Fax: 856.486.6771
Manager: Thomas Berryman



Resolution 2021-100

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

**AUTHORIZING PAYMENT NO. 7 AND FINAL AND CHANGE ORDER NO. 5 AND
FINAL – 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. 5, in the amount of a net reduction of \$123,367.86 which represents an adjustment to as-built quantities for a total contract amount of \$763,825.14. Change Order No. 5 also extends the contract time by 192 calendar due to poor weather during construction, additional utility improvements requested by the Borough and punch list improvements; and

WHEREAS, the contractor has submitted payment No. 7, in the amount of \$28,682.90, final payment, and

WHEREAS, the Borough Engineer has recommended approval of Change order No. 5; and

WHEREAS, the Borough Engineer has recommended approval of payment No. 7 Final, in the amount of \$28,682.90; and

WHEREAS, the Borough Engineer recommends the contract be closed out subject to the approval of the closeout documents by the Borough Attorney; 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. 5 Final and payment No. 7 Final, in the amount of \$28,682.90 to S&G Paving Construction, Inc. of Monroe, New Jersey is hereby approved as detailed herein.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 6, 2021.

Margaret Riggio
Deputy Borough Clerk



June 25, 2021

Mayor and Council
Borough of Hightstown
156 Bank Street
Hightstown, NJ 08520

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

Dear Mayor and Council:

Enclosed with this letter, please find the following documents:

1. Payment No. 7 and Final
2. Change Order No. 5 and Final
3. 2-Year Maintenance Bond
4. Contractor's Affidavit and Release
5. Acknowledgement of Contractor
6. Consent of Surety to Final Payment
7. Contractor's Release

Change Order No. 5 and Final adjusts the contract to as-built quantities which reduces the contract cost by \$123,367.86 to a final contract amount of \$763,825.14. In addition, the contract time has been extended by 192 calendar days due to poor weather during construction, additional utility improvements requested by the Borough during construction, and punch list improvements.

You may recall that Change Order Nos. 1 through 4 increased the original contract by \$123,164.84 from \$764,028.15 to \$887,192.99. The increased costs outlined in these change orders were primarily the modifications needed as a result of unforeseen existing conditions, additional utility improvements requested by the Borough, and the addition of Uniform Traffic Directors in lieu of certified traffic flaggers as requested by the Borough Police Department during construction.

During construction, this office worked closely with the Department of Public Works as well the Contractor to minimize the additional costs shown in Change Order Nos. 1 through 4. Ultimately, we were able to reduce the cost of these change orders so that the final contract value was below the original bid price.

This project is funded with a \$746,500.00 grant from the NJDOT. The unforeseen existing conditions outlined above are eligible for reimbursement through the grant. The additional utilities and Uniform Traffic Directors are not eligible for reimbursement. However, inspection and design fees can be reimbursed to maximize the grant value.

Please have the Mayor sign all copies of the change order and return to this office for final submission to the NJDOT.

Improvements to Lincoln Avenue,
Hagemount Avenue, and Rocky Brook Court
Hightstown, Mercer County, NJ
Our File No.: H1749
Page 2 of 2

I recommend the contract be closed out and final payment be made to S&G Paving Construction, Inc. in the amount of \$28,682.90, subject to the approval of the closeout documents by the Borough Attorney. Certified payrolls have previously been forwarded to the Borough.

Should you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,



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

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



PAYMENT No. 7 and FINAL
IMPROVEMENTS TO LINCOLN AVENUE, HAGEMONT AVENUE, AND ROCKY BROOK COURT
Borough of Hightstown, Mercer County, New Jersey
June 9, 2021
File No.: H1749

Item No.	Description	Contract Quantity	Units	Total As-Built Quantity	As-Built This Period	Unit Price	Total Cost
1	Mobilization	1.00	LS	1.00	0.00	\$2,500.00	\$2,500.00
2	Clearing Site	1.00	LS	1.00	0.00	\$7,500.00	\$7,500.00
3	Project Video	1.00	LS	1.00	0.00	\$500.00	\$500.00
4	Traffic Director, Flagger	80.00	HOURL	80.00	0.00	\$25.00	\$2,000.00
5	Traffic Cones	25.00	UNIT	25.00	0.00	\$0.01	\$0.25
6	Drums	10.00	UNIT	10.00	0.00	\$0.01	\$0.10
7	Breakway Barricade	7.00	UNIT	7.00	0.00	\$0.01	\$0.07
8	Construction Sign 'B' (60"x30")	3.00	UNIT	2.00	0.00	\$0.01	\$0.02
9	Construction Sign 'C' (72"x60")	2.00	UNIT	2.00	0.00	\$950.00	\$1,900.00
10	Construction Sign 'D' (36"x12")	1.00	UNIT	0.00	0.00	\$450.00	\$0.00
11	Inlet Filter, Type 2	20.00	UNIT	9.00	0.00	\$50.00	\$450.00
12	Silt Fence	300.00	LF	0.00	0.00	\$1.00	\$0.00
13	Excavation, Test Pit	30.00	CY	18.41	0.00	\$25.00	\$460.25
14	Tree & Stump Removal - 6" and Less	1.00	UNIT	1.00	0.00	\$500.00	\$500.00
15	Tree & Stump Removal - 7"-12"	1.00	UNIT	1.00	0.00	\$750.00	\$750.00
16	Tree & Stump Removal - 13"-18"	1.00	UNIT	1.00	0.00	\$1,000.00	\$1,000.00
17	Tree & Stump Removal - 19"-24"	1.00	UNIT	1.00	0.00	\$1,500.00	\$1,500.00
18	Tree & Stump Removal - 25"-30"	2.00	UNIT	2.00	0.00	\$2,000.00	\$4,000.00
19	Tree & Stump Removal - 31"-36"	1.00	UNIT	1.00	0.00	\$2,500.00	\$2,500.00
20	Tree & Stump Removal - 37"-42"	3.00	UNIT	3.00	0.00	\$3,000.00	\$9,000.00
21	6" PVC Sanitary Lateral	616.00	LF	531.00	0.00	\$50.00	\$26,550.00
22	PVC Cleanout, Sanitary	33.00	UNIT	32.00	0.00	\$500.00	\$16,000.00
23	Sanitary Manhole Frame and Cover	13.00	UNIT	13.00	0.00	\$750.00	\$9,750.00
24	6" Insertion Valve	2.00	UNIT	1.00	0.00	\$900.00	\$900.00
25	Fire Hydrant Assembly, Complete	2.00	UNIT	2.00	0.00	\$4,500.00	\$9,000.00
26	1" Type 'K' Copper Water Service	230.00	LF	288.50	0.00	\$90.00	\$25,965.00
27	Curb Valve and Box	34.00	UNIT	20.00	0.00	\$1,250.00	\$25,000.00
28	Type 'A' Inlet with Frame and Bicycle Safe Grate	1.00	UNIT	1.00	0.00	\$2,250.00	\$2,250.00
29	Type 'B' Inlet with Frame, Bicycle Safe Grate, and 6" Type 'N' Eco Curb Piece	2.00	UNIT	2.00	0.00	\$2,500.00	\$5,000.00
30	Doghouse Type 'E' Inlet with Frame and Bicycle Safe Grate	1.00	UNIT	1.00	0.00	\$2,850.00	\$2,850.00
31	4" Dia. Storm Doghouse Manhole with Frame and Cover	1.00	UNIT	1.00	0.00	\$2,850.00	\$2,850.00
32	Modified Type 'A' Inlet with Frame and Cover	1.00	UNIT	1.00	0.00	\$2,400.00	\$2,400.00
33	Modified Type 'B' Inlet with Frame, Bicycle Safe Grate, and 4" Type 'N' Eco Curb Piece	2.00	UNIT	2.00	0.00	\$2,850.00	\$5,700.00
34	Modified Type 'B' Inlet with Frame, Bicycle Safe Grate, and 6" Type 'N' Eco Curb Piece	3.00	UNIT	2.00	0.00	\$2,850.00	\$5,700.00
35	Modified Type 'E' Inlet with Frame and Bicycle Safe Grate	1.00	UNIT	1.00	0.00	\$3,000.00	\$3,000.00
36	Remove and Replace Type 'B' Inlet Frame and Grate with Frame, Bicycle Safe Grate and 6" Type 'N' Eco Curb Piece	1.00	UNIT	1.00	0.00	\$950.00	\$950.00
37	Remove and Replace Type 'B' Inlet Frame and Grate with Frame, Bicycle Safe Grate and 8" Type 'N' Eco Curb Piece	4.00	UNIT	4.00	0.00	\$950.00	\$3,800.00
38	Lawn Inlet	6.00	UNIT	6.00	0.00	\$1,250.00	\$7,500.00
39	Remove and Replace Storm Manhole Frame and Cover	1.00	UNIT	1.00	1.00	\$750.00	\$750.00
40	Connect to Existing Manhole	1.00	UNIT	1.00	1.00	\$650.00	\$650.00
41	12" Reinforced Concrete Pipe	150.00	LF	128.00	0.00	\$55.00	\$7,040.00
42	8" Ductile Iron Pipe	0.00	LF	0.00	0.00	\$75.00	\$0.00
43	6" Perforated HDPE Underdrain	1,086.00	LF	1,046.00	53.00	\$45.00	\$47,070.00
44	4" HDPE Storm Pipe	303.00	LF	303.00	0.00	\$42.00	\$12,726.00
45	PVC Cleanout, Storm	28.00	UNIT	28.00	0.00	\$650.00	\$18,200.00
46	6"x8"x18" Concrete Vertical Curb	4,440.00	LF	4,384.00	0.00	\$22.00	\$96,448.00
47	Concrete Sidewalk, 4" Thick	809.00	SY	787.95	0.00	\$85.00	\$66,975.75
48	Reinforced Concrete Sidewalk, 6" Thick	325.00	SY	324.36	0.00	\$99.00	\$32,111.64
49	Detectable Warning Surface	6.00	SY	6.00	0.00	\$450.00	\$2,700.00



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

Item No.	Description	Contract Quantity	Units	Total As-Built Quantity	As-Built This Period	Unit Price	Total Cost
50	Bituminous Driveway Repair	203.00	SY	208.95	0.00	\$24.00	\$5,014.80
51	Stone Driveway Repair	21.00	SY	21.00	0.00	\$15.00	\$315.00
52	HMA Milling, 3" Or Less	8,975.00	SY	8,112.00	0.00	\$3.25	\$26,364.00
53	Excavation Unclassified, 12" Depth	1,500.00	SY	400.00	0.00	\$18.00	\$7,200.00
54	Compacted Dense Graded Aggregate, 6" Thick	1,500.00	SY	0.00	0.00	\$9.00	\$0.00
55	HMA Pavement Repair	755.00	SY	258.01	0.00	\$32.00	\$8,256.32
56	Tack Coat	1,050.00	GAL	812.00	812.00	\$5.00	\$4,060.00
57	HMA 19M64 Base Course, 4" Thick	405.00	TON	170.93	0.00	\$99.00	\$16,922.07
58	HMA 9.5M64 Leveling Course, Variable Thickness	180.00	TON	0.00	0.00	\$1.00	\$0.00
59	HMA 9.5M64 Surface Course, 2" Thick	1,337.00	TON	1,121.17	0.00	\$92.50	\$103,708.23
60	1 1/2" Clean Stone, If & Where Directed	50.00	CY	0.00	0.00	\$35.00	\$0.00
61	Select Fill, If & Where Directed	50.00	CY	23.00	23.00	\$45.00	\$1,035.00
62	Traffic Markings, 24" Wide White	165.00	LF	184.00	0.00	\$8.65	\$1,591.60
63	Traffic Markings, 12" Wide White	210.00	LF	0.00	0.00	\$4.30	\$0.00
64	Traffic Markings, 8" Wide White	268.00	LF	238.00	0.00	\$2.90	\$690.20
65	Traffic Stripe, 4" Wide Yellow	240.00	LF	240.00	0.00	\$1.45	\$348.00
66	R1-1 Regulatory Sign 'Stop' (30"x30")	3.00	UNIT	3.00	0.00	\$450.00	\$1,350.00
67	W14-1 Warning Sign 'Dead End' (30"x30")	1.00	UNIT	1.00	0.00	\$450.00	\$450.00
68	Street Sign	4.00	UNIT	4.00	0.00	\$350.00	\$1,400.00
69	Tree Planting, 2" Cal.	16.00	UNIT	16.00	0.00	\$650.00	\$10,400.00
70	Topsoiling, 5" Thick	1,475.00	SY	1,475.00	0.00	\$6.00	\$8,850.00
71	Fertilizing and Seeding, Type A-3	1,475.00	SY	1,475.00	0.00	\$3.00	\$4,425.00
72	Fuel Price Adjustment	5,000.00	DOLLAR	(7,558.79)	0.00	\$1.00	(\$7,558.79)
73	Asphalt Price Adjustment	5,000.00	DOLLAR	(2,287.79)	0.00	\$1.00	(\$2,287.79)
S-1	Association Park Asphalt Sidewalks	1.00	LS	1.00	0.00	\$13,000.00	\$13,000.00
S-2	Raise Manhole	1.00	UNIT	1.00	0.00	\$1,100.00	\$1,100.00
S-3	Credit: 1" Type 'K' Copper Water Service	200.00	LF	288.50	0.00	(\$10.00)	(\$2,885.00)
S-4	Credit: Curb Valve and Box	33.00	UNIT	20.00	0.00	(\$100.00)	(\$2,000.00)
S-5	Uniformed Traffic Directors	2.53	LS	2.53	0.00	\$20,000.00	\$50,549.42
S-6	8" HDPE Pipe	462.00	LF	462.00	0.00	\$65.00	\$30,030.00
S-7	Inlet Repair	2.00	UNIT	2.00	0.00	\$1,150.00	\$2,300.00
S-8	24"x18" Regulatory "No Parking" Sign	4.00	UNIT	4.00	4.00	\$1,200.00	\$4,800.00
TOTAL WORK COMPLETED							\$763,825.14
LESS: RETAINAGE		2%					
							\$0.00
SUBTOTAL							\$763,825.14
LESS: PREVIOUS PAYMENTS							\$735,142.24
TOTAL AMOUNT DUE							\$28,682.90
AMOUNT OF ORIGINAL CONTRACT							\$764,028.15
AMOUNT OF ORIGINAL CONTRACT ADJUSTED BY CHANGE ORDER NOS. 1, 2, 3, 4, & 5 and FINAL (-0.03%)							\$763,825.14

Improvements to Lincoln Avenue, Hagemount Avenue, and Rocky Brook Court
Borough of Hightstown, Mercer County
CHANGE ORDER No. 5 AND FINAL

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

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

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

Add supplement item S-8 for 'No Parking' Signs at Lincoln Avenue in accordance with Borough Ordinance 2020-11.

Adjust items to as-built quantities.

Extend contract time by 192 Calendar Days to May 13, 2021 as a result of weather delays, punch list, and pandemic-caused supply chain delays.

EXTRA

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>		<u>Unit Price</u>	<u>Amount</u>
26	1" Type 'K' Copper Water Service	58.50	LF	\$90.00	\$5,265.00
50	Bituminous Driveway Repair	5.95	SY	\$24.00	\$142.80
62	Traffic Markings, 24" Wide White	19.00	LF	\$8.65	\$164.35
S-3	Credit: 1" Type 'K' Copper Water Service	88.50	LF	(\$10.00)	(\$885.00)
					<u>\$4,687.15</u>

SUPPLEMENTAL

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>		<u>Unit Price</u>	<u>Amount</u>
S-8	24"x18" Regulatory "No Parking" Sign	4.00	UNIT	\$1,200.00	\$4,800.00
					<u>\$4,800.00</u>

REDUCTION

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>		<u>Unit Price</u>	<u>Amount</u>
8	Construction Sign 'B' (60"x30")	1.00	UNIT	\$0.01	\$0.01
10	Construction Sign 'D' (36"x12")	1.00	UNIT	\$450.00	\$450.00
11	Inlet Filter, Type 2	11.00	UNIT	\$50.00	\$550.00
12	Silt Fence	300.00	LF	\$1.00	\$300.00
13	Excavation, Test Pit	11.59	CY	\$25.00	\$289.75
21	6" PVC Sanitary Lateral	85.00	LF	\$50.00	\$4,250.00
22	PVC Cleanout, Sanitary	1.00	UNIT	\$500.00	\$500.00
24	6" Insertion Valve	1.00	UNIT	\$900.00	\$900.00
27	Curb Valve and Box	14.00	UNIT	\$1,250.00	\$17,500.00
34	Modified Type 'B' Inlet with Frame, Bicycle Safe Grate, and 6" Type 'N' Eco Curb Piece	1.00	UNIT	\$2,850.00	\$2,850.00
41	12" Reinforced Concrete Pipe	22.00	LF	\$55.00	\$1,210.00
43	6" Perforated HDPE Underdrain	40.00	LF	\$45.00	\$1,800.00
46	6"x8"x18" Concrete Vertical Curb	56.00	LF	\$22.00	\$1,232.00
47	Concrete Sidewalk, 4" Thick	21.05	SY	\$85.00	\$1,789.25
48	Reinforced Concrete Sidewalk, 6" Thick	0.64	SY	\$99.00	\$63.36
52	HMA Milling, 3" Or Less	863.00	SY	\$3.25	\$2,804.75
53	Excavation Unclassified, 12" Depth	1,100.00	SY	\$18.00	\$19,800.00
54	Compacted Dense Graded Aggregate, 6" Thick	1,500.00	SY	\$9.00	\$13,500.00
55	HMA Pavement Repair	496.99	SY	\$32.00	\$15,903.68
56	Tack Coat	238.00	GAL	\$5.00	\$1,190.00
57	HMA 19M64 Base Course, 4" Thick	234.07	TON	\$99.00	\$23,172.93

**Improvements to Lincoln Avenue, Hagemount Avenue, and Rocky Brook Court
Borough of Hightstown, Mercer County
CHANGE ORDER No. 5 AND FINAL**

8	Construction Sign 'B' (60"x30")	1.00	UNIT	\$0.01	\$0.01
10	Construction Sign 'D' (36"x12")	1.00	UNIT	\$450.00	\$450.00
58	HMA 9.5M64 Leveling Course, Variable Thickness	180.00	TON	\$1.00	\$180.00
59	HMA 9.5M64 Surface Course, 2" Thick	215.83	TON	\$92.50	\$19,964.28
60	1 1/2" Clean Stone, If & Where Directed	50.00	CY	\$35.00	\$1,750.00
61	Select Fill, If & Where Directed	27.00	CY	\$45.00	\$1,215.00
63	Traffic Markings, 12" Wide White	210.00	LF	\$4.30	\$903.00
64	Traffic Markings, 8" Wide White	30.00	LF	\$2.90	\$87.00
S-4	Credit: Curb Valve and Box	13.00	UNIT	(\$100.00)	(\$1,300.00)

\$132,855.01

Amount of Original Contract \$764,028.15

Extra \$4,687.15

Supplemental \$4,800.00

Adjusted Amount Based on Change

Reduction \$132,855.01

Order Nos. 1, 2, 3, 4, & 5 and FINAL \$763,825.14

Total Change -\$123,367.86

% Change in Contract -0.03 %

[(+ Increase or (-) Decrease)]

.....
Chris Robute
.....
(Engineer)

.....
6.24.21
.....
(Date)

.....
.....
.....
(Local Aid) (Date)

.....
(Presiding Officer)

.....
(Date)

.....
[Signature]
.....
(Contractor)

.....
6/15/21
.....
(Date)

ORDINANCE 2021-08

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

BOND ORDINANCE AMENDING BOND ORDINANCE #2020-6, FINALLY ADOPTED JULY 20, 2020, IN ORDER TO INCLUDE AN ADDITIONAL IMPROVEMENT AND PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$665,000 FOR DRAINAGE IMPROVEMENTS TO THE WATER AND SEWER UTILITY IN AND BY THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$633,300 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of Bond Ordinance #2020-6, finally adopted July 20, 2020 (the "Original Bond Ordinance"), of the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough") is hereby amended in order to include the Schuyler water main.

Section 2. The improvement described in Section 4(a) of this bond ordinance has heretofore been authorized to be undertaken by the Borough as a general improvement. For the improvement or purpose described in Section 4(a), there is hereby appropriated the supplemental amount of \$665,000, such sum being in addition to the \$310,000 appropriated therefor by the Original Bond Ordinance and including the sum of \$31,700 as the additional down payment from the Capital Improvement Fund required by the Local Bond Law. The additional down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 3. In order to finance the additional cost of the improvement or purpose not covered by application of the additional down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$633,300 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 4. (a) The improvement heretofore authorized and the purpose for the financing of which the bonds are to be issued is drainage improvements to Springcrest Drive, Taylor Avenue, Spruce Court, Glen Drive and

the Schuyler water main, including all work and materials necessary therefor and incidental thereto and further including all related costs and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is \$928,500, including the \$295,200 authorized by the Original Bond Ordinance and the \$633,300 bonds or bond anticipation notes authorized herein.

(c) The estimated cost of the improvement or purpose is \$975,000, including the \$310,000 appropriated by the Original Bond Ordinance and the \$665,000 appropriated herein.

Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 4(a) of this bond ordinance is not a current

expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 40 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$633,300, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$75,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement. Of this amount, \$40,000 was estimated for these items of expense in the Original Bond Ordinance and an additional \$35,000 is estimated therefor herein.

Section 8. The Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 3 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 4(a) of this bond ordinance. This Section 8 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 9. Any grant moneys received for the purpose described in Section 4(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 10. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of

holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 11. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 12. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduction:

Adoption:

ATTEST:

DEBRA L. SOPRONYI
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Resolution 2021-101

*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 \$163,811.93 from the following accounts:

Current		\$71,773.73
W/S Operating		49,360.48
General Capital		5,303.00
Water/Sewer Capital		15,928.56
Grant		20,646.16
Trust		800.00
Unemployment Trust		0.00
Animal Control		0.00
Law Enforcement Trust		0.00
Tax Lien Trust		0.00
Public Defender Trust		0.00
Escrow		<u>0.00</u>
Total		<u>\$163,811.93</u>

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 6, 2021.

Margaret Riggio
Deputy Borough Clerk

P.O. Type: All		Include Project Line Items: Yes		Open: N	Paid: N	Void: N			
Range: First		to Last		Rcvd: Y	Held: Y	Aprv: N			
Format: Detail without Line Item Notes				Bid: Y	State: Y	Other: Y	Exempt: Y		
Vendor #	Name								
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void	1099
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Invoice
AGFAR005 A.G. FARMS									
21-00596 05/24/21 NATURAL MULCH									
1	NATURAL MULCH FOR AWWTP	270.00	1-09-55-501-002-503	B	Sewer Plant Maintenance	R	05/24/21	06/30/21	000014
2	NATURAL MULCH FOR DPW	90.00	1-01-28-369-001-140	B	Landscape Maintenance	R	05/24/21	06/30/21	000014
		360.00							
Vendor Total:		360.00							
A0107 ANSELL GRIMM & AARON, PC									
21-00726 06/23/21 MAY 2021 INVOICES									
1	GENERAL FILE 468830 APRILERROR	526.50	1-01-20-155-001-027	B	General Matters	R	06/23/21	06/30/21	468830
2	HIGHTS REALTY 468840 APR ERROR	53.49	1-01-20-155-001-027	B	General Matters	R	06/23/21	06/30/21	468840
3	HIGHTS REALTY 468840 APR ERROR	21.99	1-01-20-155-001-027	B	General Matters	R	06/23/21	06/30/21	468840
4	GENERAL FILE 469915	661.50	1-01-20-155-001-027	B	General Matters	R	06/23/21	06/30/21	469915
5	ORDINANCES 469916	310.50	1-01-20-155-001-027	B	General Matters	R	06/23/21	06/30/21	469916
6	ENGINEERING MATTERS 469917	135.00	1-01-20-155-001-027	B	General Matters	R	06/23/21	06/30/21	469917
7	MEETINGS 469918	675.00	1-01-20-155-001-029	B	Attendance at Council Meetings	R	06/23/21	06/30/21	469918
8	OPRA ISSUES 469921	160.60	1-01-20-155-001-027	B	General Matters	R	06/23/21	06/30/21	469921
9	2019 AFFORDABLE HOUSING 469919	445.50	1-01-20-155-001-027	B	General Matters	R	06/23/21	06/30/21	469919
10	JOINT POLICE/MUNICIPAL COURT	121.50	1-01-20-155-001-027	B	General Matters	R	06/23/21	06/30/21	469920
11	CANNABIS ISSUES 469922	486.00	1-01-20-155-001-027	B	General Matters	R	06/23/21	06/30/21	469922
12	TEMP CONST EASEMENT 469923	78.05	1-01-20-155-001-027	B	General Matters	R	06/23/21	06/30/21	469923
13	MARY B COLVELL V HPD OPRA	217.50	1-01-20-155-001-027	B	General Matters	R	06/23/21	06/30/21	469936
14	ST OF NJ V MARY BETH COLVELL	121.50	1-01-20-155-001-027	B	General Matters	R	06/23/21	06/30/21	469934
		2,854.65							
Vendor Total:		2,854.65							
A0054 AQUA PRO-TECH LABORATORIES									
21-00680 06/11/21 OUTSIDE LAB TESTING 105057617									
1	OUTSIDE LAB TESTING 1050576M	1,462.00	1-09-55-501-002-506	B	Lab. Equipment & Supplies	R	06/11/21	06/30/21	1050576M
Vendor Total:		1,462.00							

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Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
G0171 GEORGE E. CONLEY ELECTRIC														
21-00303	03/16/21	2021	ALARM MONITORING											
1	2021	ALARM MONITORING		276.00	1-09-55-501-001-518	B Maint. Contracts - Plant	R	03/16/21	06/30/21				F10680-21	N
Vendor Total:				276.00										
G1077 GEORGE S. COYNE CO., INC.														
21-00067	02/02/21	LIME HI-CALC HYDRATED WTP			B									
9	INV 36153	DATED 6/18/21 WTP		1,691.25	1-09-55-501-001-527	B Calcium Hydroxide - Lime	R	05/25/21	06/30/21				36153	N
21-00148	02/11/21	FLUOROSILICIC ACID (FLUORIDE)			B									
7	INV 35942	DATED 5/21/21		950.92	1-09-55-501-001-528	B Fluorosilic Acid-	R	02/11/21	06/30/21				359452	N
8	INV 361123	DATED 6/14/21		950.92	1-09-55-501-001-528	B Fluorosilic Acid-	R	06/01/21	06/30/21				361123	N
				1,901.84										
Vendor Total:				3,593.09										
G0001 GPANJ														
21-00565	05/13/21	June Meeting												
1	Registration for			28.00	1-01-20-100-001-041	B Conferences & Meetings	R	05/13/21	06/30/21				6/10/21	N
Vendor Total:				28.00										
G0185 GRAINGER, INC.														
21-00648	06/03/21	1 GALLON GOOF OFF												
1	1 GALLON GOOF OFF			49.48	1-09-55-501-002-535	B Chemicals Miscellaneous	R	06/03/21	06/30/21				993468480	N
Vendor Total:				49.48										
HAMIL005 HALDEMAN FORD/SUBARU														
21-00731	06/25/21	HPD VEHICLE MAINTENANCE												
1	HPD VEHICLE MAINTENANCE			270.16	1-01-43-515-001-170	B Mechanic Services	R	06/25/21	06/30/21				339642	N
Vendor Total:				270.16										

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Bill List By Vendor Name

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Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge	PO Type Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
H0048	HIGHTS REALTY LLC	21-00633	06/01/21	JUNE 2021 HPD RENT										
		1	JUNE 2021	HPD RENT	4,668.70		1-01-26-310-001-025	B Building Rental	R	06/01/21	06/30/21		JUNE 2021	N
	Vendor Total:				4,668.70									
H1100	HOME DEPOT CREDIT SERVICES	21-00696	06/15/21	JUNE 2021 INVOICES										
		1	INV.	3285656 - TORO WHEEL	45.96		1-01-28-369-001-139	B Mower Repairs	R	06/15/21	06/30/21		3285656	N
		2	INV.	0022442 - SPRAYHALF	2.97		1-01-28-369-001-141	B Parks & Playgrd Maintenance	R	06/15/21	06/30/21		0022442	N
		3	INV.	8083768 - GLOVES/FLAG CAP	37.00		1-01-26-290-001-127	B Street Repair & Maintenance	R	06/15/21	06/30/21		8083768	N
		4	INV	0040392 SHELIVING UNIT	229.00		1-01-25-260-001-024	B Building Maintenance	R	06/15/21	06/30/21		0040392	N
					314.93									
	Vendor Total:				314.93									
H0161	HUNTER TECHNOLOGIES	21-00690	06/15/21	INSTALLATION OF A DOOR PHONE										
		1	INSTALLATION OF A DOOR PHONE		2,315.02		1-01-31-440-001-085	B Telephone-Block Line Systems, LLC LSI	R	06/15/21	06/30/21		77304	N
	Vendor Total:				2,315.02									
J0377	J.T. SEELEY AND COMPANY, INC.	21-00519	05/03/21	FAIRBANKS PUMP			B							
		11	INTERMEDIATE PUMP #2 SPARE		59.00		1-09-55-501-002-503	B Sewer Plant Maintenance	R	05/03/21	06/30/21		111635	N
		12	PENTAIR FN 250 INNER SEAL		455.00		1-09-55-501-002-503	B Sewer Plant Maintenance	R	05/03/21	06/30/21		111635	N
		13	PENTAIR FN 250 OUTER SEAL		992.00		1-09-55-501-002-503	B Sewer Plant Maintenance	R	05/03/21	06/30/21		111635	N
		14	PENTAIR FN RING SNAP		85.60		1-09-55-501-002-503	B Sewer Plant Maintenance	R	05/03/21	06/30/21		111542CM	N
					1,420.40									
	Vendor Total:				1,420.40									
J0257	JCP&L	21-00751	06/30/21	MASTER ACCT 200 000 055 364										
		1	100 008 438 010	125 S MAIN ST	10.20		1-01-31-430-001-071	B Electric-Borough Hall	R	06/30/21	06/30/21		95009169134	N
		2	100 008 438 283	MAIN&STOCKTON	25.41		1-01-31-430-001-071	B Electric-Borough Hall	R	06/30/21	06/30/21		95009169134	N
		3	100 008 482 018	RT33&MAXWELL	25.01		1-01-31-430-001-071	B Electric-Borough Hall	R	06/30/21	06/30/21		95009169134	N
		4	100 010 898 904	FRANKLIN ST &	28.25		1-01-31-430-001-071	B Electric-Borough Hall	R	06/30/21	06/30/21		95009169134	N

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Borough of Hightstown
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Vendor #	Name													
PO #	PO Date	Description	Contract	PO Type				First	Rcvd	Chk/Void		1099		
Item Description			Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl		
J0257	JCP&L	Continued												
21-00751	06/30/21	MASTER ACCT 200 000 055 364	Continued											
5 100 012 487 714	148 N MAIN ST	546.49	1-01-31-430-001-071	B Electric-Borough Hall	R	06/30/21	06/30/21				95009169134	N		
6 100 012 487 862	FIREHOUSE	888.34	1-01-31-430-001-072	B Electric-Fire House	R	06/30/21	06/30/21				95009169134	N		
		1,523.70												
Vendor Total:		1,523.70												
J0258	JCP&L (STREET LIGHTING)													
21-00713	06/23/21	ACCT 724 & 765 DATED 6/17/21												
1 100 011 415 724	STREET LIGHT	370.03	1-01-31-435-001-075	B Street Lighting	R	06/23/21	06/30/21				95796117707	N		
2 100 011 415 765	STREET LIGHT	1,685.88	1-01-31-435-001-075	B Street Lighting	R	06/23/21	06/30/21				95796117708	N		
		2,055.91												
Vendor Total:		2,055.91												
J0069	JERSEY ELEVATOR LLC													
21-00693	06/15/21	JUNE 2021 ELEVATOR SERVICE												
1 INV 254947	JUNE ELEVATOR SVC	184.33	1-01-26-310-001-029	B Maintenance Contracts	R	06/15/21	06/30/21				254947	N		
Vendor Total:		184.33												
LAWOF005	LAW OFFICE OF JOLANTA MAZIARZ													
21-00545	05/06/21	#39-Attend 3/8/2021 PB Meeting												
1 #39/4/30/21-March 8,	PB Mtg.	450.00	1-01-21-180-001-107	B Planning Board - Attorney	R	05/06/21	06/30/21				39	N		
21-00738	06/28/21	#67 & #68, 6/22/2021												
1 #67-Attend 4/12 & 5/10	PB Mtg.	900.00	1-01-21-180-001-107	B Planning Board - Attorney	R	06/28/21	06/30/21				#67	N		
2 #68: develop fee; cannabis leg		490.00	1-01-21-180-001-107	B Planning Board - Attorney	R	06/28/21	06/30/21				#68	N		
		1,390.00												
Vendor Total:		1,840.00												
L0037	LINCOLN FINANCIAL GROUP													
21-00709	06/21/21	JULY 2021 LIFE INSURANCE												
1 JULY 2021 LIFE INSURANCE		299.64	1-01-23-210-003-115	B Medical Ins-Emp1 Grp Health	R	06/21/21	06/30/21				JULY 2021	N		
2 JULY 2021 LIFE INSURANCE		5.91	1-01-23-210-003-115	B Medical Ins-Emp1 Grp Health	R	06/21/21	06/30/21				JULY 2021	N		
3 JULY 2021 LIFE INSURANCE WTP		18.16	1-09-55-501-001-514	B INSURANCE	R	06/21/21	06/30/21				JULY 2021	N		

[illegible]

Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
NV5IN005 NV5 INC.														
21-00711 06/22/21 REDEV AREA CIRCULATION STUDY														
1	INV	211047		REDEVELOPMENT AREA	4,661.06	G-02-41-728-001-399		B DVRPC TCDI GRT 2021 Redevelopment	R	06/22/21	06/30/21		211047	N
2	INV	214622		REDEVELOPMENT AREA	5,887.92	G-02-41-728-001-399		B DVRPC TCDI GRT 2021 Redevelopment	R	06/22/21	06/30/21		214622	N
3	INV	218EWT		REDEVELOPMENT AREA	<u>10,097.18</u>	G-02-41-728-001-399		B DVRPC TCDI GRT 2021 Redevelopment	R	06/22/21	06/30/21		218325	N
					20,646.16									
Vendor Total:					20,646.16									
00019 O'BRIEN CONSULTING SERVICES														
21-00655 06/07/21 MONTHLY IT RATE MAY 2021														
1	MONTHLY IT RATE MAY 2021				900.00	1-01-25-240-001-029		B Maint. Contracts - Other	R	06/07/21	06/30/21		21-5603	N
2	MONTHLY IT RATE MAY 2021				250.00	1-01-25-240-001-029		B Maint. Contracts - Other	R	06/07/21	06/30/21		21-5603	N
3	MONTHLY IT RATE MAY 2021				<u>8.50</u>	1-01-25-240-001-029		B Maint. Contracts - Other	R	06/07/21	06/30/21		21-5603	N
					1,158.50									
Vendor Total:					1,158.50									
P0005 PARIS AUTOMOTIVE SUPPLY														
21-00590 05/19/21 APRIL 2021 BILLING														
1	APRIL 2021 BILLING				65.73	1-01-26-290-001-034		B Motor Vehicle Parts & Access.	R	05/19/21	06/30/21		APRIL 2021	N
2	APRIL 2021 BILLING				<u>364.58</u>	1-09-55-501-002-502		B Vehicle Maintenance	R	05/19/21	06/30/21		APRIL 2021	N
					430.31									
21-00673 06/11/21 MAY 2021 INVOICES														
1	MAY 2021 INVOICES				241.11	1-01-26-290-001-034		B Motor Vehicle Parts & Access.	R	06/11/21	06/30/21		MAY 2021	N
Vendor Total:					671.42									
P0044 PSE&G														
21-00716 06/23/21 ENERGY BILLS DATED 6/17/21														
1	65	503	262	06 FIRST AID	35.36	1-01-25-260-001-073		B Natural Gas Heat	R	06/23/21	06/30/21		603606558588	N
2	66	759	467	06 140 N MAIN ST	21.93	1-01-31-446-001-143		B Gas/Heat - Fire House	R	06/23/21	06/30/21		603306689487	N
3	75	235	176	09 415 MERCER ST	20.14	1-01-31-446-001-070		B Gas Heat - Borough Hall	R	06/23/21	06/30/21		603206727629	N
4	66	878	908	08 156 BANK ST	25.52	1-01-31-446-001-070		B Gas Heat - Borough Hall	R	06/23/21	06/30/21		602707371895	N
5	65	039	876	09 1ST AVE W TOWER	17.45	1-09-55-501-001-505		B Gas Service	R	06/23/21	06/30/21		603806465424	N

Vendor # Name						
PO # PO Date Description	Contract Amount Charge Account	PO Type Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	chk/Void Invoice Date	1099 Excl
P0044 PSE&G	Continued					
21-00716 06/23/21 ENERGY BILLS DATED 6/17/21	Continued					
6 74 199 082 06 232 MERCER ST	17.45	1-01-31-446-001-070	B Gas Heat - Borough Hall	R	06/23/21 06/30/21	604906003609 N
	137.85					
21-00740 06/29/21 MASTER ACCT 13 014 184 04						
1 7341583509 140 N MAIN ST	82.79	1-01-31-446-001-143	B Gas/Heat - Fire House	R	06/29/21 06/30/21	503100089133 N
2 7341583606 148 N MAIN ST #R	70.15	1-01-31-446-001-070	B Gas Heat - Borough Hall	R	06/29/21 06/30/21	503100089133 N
3 7341583703 BANK ST	70.83	1-09-55-501-001-505	B Gas Service	R	06/29/21 06/30/21	503100089133 N
4 7341583800 OAK LN	877.18	1-09-55-501-002-505	B Gas Service	R	06/29/21 06/30/21	503100089133 N
	1,100.95					
Vendor Total:		1,238.80				
R0077 ROBERTS ENGINEERING GRP LLC						
21-00710 06/21/21 JUNE INVOICES						
1 COUNCIL MEETINGS 4872	198.00	1-01-20-165-001-104	B Attendance at Meetings (B)	R	06/21/21 06/30/21	4872 N
2 STORM WATER PERMIT 4873	2,795.75	1-01-20-165-001-106	B Misc. Road & Drainage Issues(B	R	06/21/21 06/30/21	4873 N
3 NJDOT GRANTS 4874	2,262.25	1-01-20-165-001-103	B Misc-Req For Info & Data(B)	R	06/21/21 06/30/21	4874 N
4 MISC ROADS 4875	220.50	1-01-20-165-001-199	B MISCELLANEOUS	R	06/21/21 06/30/21	4875 N
5 GENERAL WATER 4876	209.50	1-09-55-501-001-508	B Engineer	R	06/21/21 06/30/21	4876 N
6 WATER TANKS 4877	8,450.31	C-08-55-963-000-544	B DESIGN COSTS WATER TANKS/STANDPIPE	R	06/21/21 06/30/21	4877 N
7 WTP GENERATOR & FLOOD GATES	7,478.25	C-08-55-965-000-540	B FEMA FLOOD MIT GENERATOR ENGINEER 20-17	R	06/21/21 06/30/21	4878 N
8 AWWTP GENERATOR REPLACEMENT	459.00	1-09-55-501-002-508	B Engineer	R	06/23/21 06/30/21	4879 N
9 STOCKTON & JOSEPH ST SIDEWALKS	840.00	C-04-55-876-001-447	B IMP STOCKTON ST & JOSEPH ST 15-15 SEC 20	R	06/23/21 06/30/21	4880 N
10 IMP TO LINCOLN, HAGEMOUNT &	387.75	C-04-55-885-000-447	B LINCOLN, HAGEMOUNT, ROCKY BROOK SEC 20	R	06/23/21 06/30/21	4881 N
11 SPRINGCREST ROAD 4882	2,438.00	C-04-55-890-000-447	B SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	06/23/21 06/30/21	4882 N
12 IMP TO RAILROAD AVE & DEY ST	1,637.25	C-04-55-894-002-447	B RAILROAD AVE & DEY STREET SOFT COSTS	R	06/23/21 06/30/21	4883 N
	27,376.56					
Vendor Total:		27,376.56				
R0080 ROOTX						
21-00617 05/28/21 ROOT X 40LB BOX COLLECTION SYS						
1 ROOT X 40LB BOX FOR COLLECTION	854.00	1-09-55-501-002-529	B Sewer Main Repair/Supplies	R	05/28/21 06/30/21	64642 N

Vendor #	Name										
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099	
Item Description		Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl	
R0080	ROOTX	Continued									
21-00617	05/28/21	ROOT X 40LB BOX COLLECTION SYS	Continued								
2 SHIPPING		130.00	1-09-55-501-002-529	B Sewer Main Repair/Supplies	R	05/28/21	06/30/21		64642	N	
		984.00									
Vendor Total:		984.00									
S0842	SANITATION EQUIPMENT CORP.										
21-00725	06/23/21	REPAIRS TO GARBAGE TRUCKS									
1 INV 57617 - AIR VALVE SOLENOID		202.13	1-01-26-305-001-034	B Motor Vehicle Parts & Access.	R	06/23/21	06/30/21		57617	N	
2 INV 57620 - ELECTRICAL REPAIRS		3,074.60	1-01-26-305-001-034	B Motor Vehicle Parts & Access.	R	06/23/21	06/30/21		57620	N	
		3,276.73									
Vendor Total:		3,276.73									
SHRED005	SHRED-IT										
21-00296	03/16/21	SHRED EVENT 4/17/21									
1 SHRED EVENT 4/17/21		825.00	1-01-27-335-001-199	B Miscellaneous	R	03/16/21	06/30/21		8181905448	N	
2 FUEL/ENV SURCHARGE		123.75	1-01-27-335-001-199	B Miscellaneous	R	04/26/21	06/30/21		8181905448	N	
3 RECYCLING REC SURCH 8.40%		69.30	1-01-27-335-001-199	B Miscellaneous	R	04/26/21	06/30/21		8181905448	N	
		1,018.05									
Vendor Total:		1,018.05									
STATE005	STATEWIDE INSURANCE FUND										
21-00715	06/23/21	INSTALLMENT 4/4 WORKERS COMP									
1 CURRENT FUND GENERAL LIABILITY		11,021.00	1-01-23-210-003-112	B General Liability-JIF	R	06/23/21	06/30/21		2021D33	N	
2 CURRENT FUND WORKERS COMP		21,200.00	1-01-23-210-003-113	B Workers Compensation (JIF)	R	06/23/21	06/30/21		2021D33	N	
3 JIF WATER		7,236.25	1-09-55-501-001-515	B County Insurance - JIF	R	06/23/21	06/30/21		2021D33	N	
4 JIF SEWER		28,944.50	1-09-55-501-002-515	B County Insurance - JIF	R	06/23/21	06/30/21		2021D33	N	
		68,401.75									
Vendor Total:		68,401.75									
R0537	STITCHES N INK										
21-00682	06/11/21	PORT & CO T-SHIRTS									
1 PORT & CO T-SHIRTS		427.50	1-09-55-501-002-507	B Uniforms & Safety Equipment	R	06/11/21	06/30/21		16132	N	

[illegible]

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099	
Item	Description	Amount	Charge	Account	Acct	Type Description	Enc	Date	Date	Date	Invoice	Excl
V0022 VERIZON WIRELESS												
21-00712	06/23/21 INV 9881453676 6/8/21 HPD											
1	INV 9881453676 6/8/21 HPD	342.23		1-01-31-440-001-079		B Telephone-VERIZON WIRELESS	R	06/23/21	06/30/21		9881453676	N
Vendor Total:		342.23										
W0073 WASTE MANAGEMENT OF NJ, INC.												
21-00343	03/23/21 RECYCLING RES 2017-31 YEAR 5			B								
8	INV 2995862-0502-1 DATED6/1/21	4,731.33		1-01-26-311-001-029		B Recycling Contract co-mingle-paper/cdbd	R	05/10/21	06/30/21		299582-0502-1	N
Vendor Total:		4,731.33										
W0071 WASTE MGMT OF NEW JERSEY, INC.												
21-00150	02/11/21 DUMPSTER RES 2020-136T07/31/21			B								
22	INV 2996781-0502-2 BORO HALL/	257.00		1-01-26-305-001-029		B Contract-Dumpsters	R	02/11/21	06/30/21		2996781-0502-2	N
23	INV 2996779-0502-6 HOUSING	515.00		1-01-26-305-001-029		B Contract-Dumpsters	R	02/11/21	06/30/21		2996779-0502-6	N
24	INV 2996779-0502-6 HOUSING	343.00		1-01-26-305-001-029		B Contract-Dumpsters	R	02/11/21	06/30/21		2996779-0502-6	N
25	INV 2996780-0502-4 MUNIPARKING	1,029.00		1-01-26-305-001-029		B Contract-Dumpsters	R	02/11/21	06/30/21		2996780-0502-4	N
26	INV 2996780-0502-4 MUNIPARKING	422.00		1-01-26-305-001-029		B Contract-Dumpsters	R	02/11/21	06/30/21		2996780-0502-4	N
		2,566.00										
Vendor Total:		2,566.00										
WIREL005 WIRELESS ELECTRONICS, INC.												
21-00568	05/13/21 MONTHLY SVC CONTRACT MAY 2021											
1	MONTHLY SVC CONTRACT MAY 2021	255.00		1-01-25-240-001-029		B Maint. Contracts - Other	R	05/13/21	06/30/21		M60657	N
Vendor Total:		255.00										
Total Purchase Orders: 54 Total P.O. Line Items: 138 Total List Amount: 163,811.93 Total Void Amount: 0.00												

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	1-01	71,773.73	0.00	71,773.73	0.00	0.00	71,773.73
	1-09	49,360.48	0.00	49,360.48	0.00	0.00	49,360.48
Year Total:		121,134.21	0.00	121,134.21	0.00	0.00	121,134.21
GENERAL CAPITAL	C-04	5,303.00	0.00	5,303.00	0.00	0.00	5,303.00
WATER/SEWER CAPITAL	C-08	15,928.56	0.00	15,928.56	0.00	0.00	15,928.56
Year Total:		21,231.56	0.00	21,231.56	0.00	0.00	21,231.56
	G-02	20,646.16	0.00	20,646.16	0.00	0.00	20,646.16
TRUST OTHER - FUND #12	T-12	800.00	0.00	800.00	0.00	0.00	800.00
Total of All Funds:		163,811.93	0.00	163,811.93	0.00	0.00	163,811.93

Resolution 2021-102

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

APPOINTING A BOROUGH ADMINISTRATOR AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT ASSOCIATED THEREWITH.

WHEREAS, Section 2-9.3 of the *Revised General Ordinances of the Borough of Hightstown* provides that “The Administrator shall be appointed by the Mayor with the advice and consent of the Council and shall serve at the pleasure of the Mayor and Council”; and,

WHEREAS, it is the desire of the Mayor to appoint Dimitri Musing of Hightstown, New Jersey to serve as Borough Administrator for a period of one year at a salary of \$50,000 per annum, effective as of September 1, 2021; and

WHEREAS, specific terms and conditions of employment have been set forth in the attached written Employment Agreement, and said Agreement is hereby approved by the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Hightstown that the Mayor’s designation of Dimitri Musing of Hightstown, New Jersey is hereby ratified and confirmed as Borough Administrator as set forth herein.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute, and the Borough Clerk or Deputy Borough Clerk is hereby authorized to attest, the attached Employment Agreement on behalf of the Borough.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 6, 2021.

Margaret Riggio
Deputy Borough Clerk

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2021, by and between Dimitri Musing (also referenced herein as “Mr. Musing” or the “Administrator”) and the Borough of Hightstown (also referenced herein as the “Borough”), a municipal corporation of the State of New Jersey, as to the terms and conditions of employment for Mr. Musing with the Borough as follows (Mr. Musing and the Borough shall collectively be referenced herein as the “Parties”):

1. **Position.** The Borough agrees to employ Mr. Musing as the Borough’s Administrator for the term referenced herein. Such appointment shall be subject to all of the provisions of applicable law, including but not limited to N.J.S.A. 40A:9-136 through N.J.S.A. 40A:9-138; N.J.S.A. 40A:60-1, *et seq.*, and all applicable provisions of the *Revised General Ordinances of the Borough of Hightstown* (also referenced as the “Borough Code”), which are not in contradiction to or in contravention of the statutes cited herein. Subject to the supervision and pursuant to the orders and directions of the Mayor and/or Borough Council and in accordance with any job description promulgated by the Borough, as may be amended from time to time, the Administrator shall perform all the duties prescribed for such position by relevant law, Borough Code, Borough Personnel Policies, as well as all those customarily performed by one holding the position of Administrator in a municipality governed under the Borough form of government. Furthermore, the Administrator shall handle those applicable duties specifically assigned by the Mayor and/or Borough Council from time to time.

2. **Term of Agreement.** Subject to all of the provisions of N.J.S.A. 40A:9-138 and, if applicable, the Borough Code and further provisions of this Agreement, this Agreement shall

govern the terms and conditions of employment for the Administrator covering the time period from September 1, 2021 through August 31, 2022.

3. **Pre-Employment Period.** Notwithstanding the provisions of Paragraph 2 above, the Parties have agreed that Mr. Musing shall coordinate with the outgoing Borough Administrator, Debra Sopronyi, and work closely with Ms. Sopronyi during the time period from June 28, 2021 through Ms. Sopronyi's retirement date of August 31, 2021 (referenced as the "pre-employment period"), so that Mr. Musing can become familiar with and acclimated to all of the day-to-day functions of the Borough and responsibilities of the position of the Borough Administrator prior to the effective date of his employment (September 1, 2021). During the pre-employment period, Mr. Musing shall meet with Department Heads and staff in an effort to fully understand their needs and essentially "shadow" Ms. Sopronyi in order to gain a deeper understanding of the various departments of the Borough, the needs of the Borough, and the daily functioning of municipal government. The Parties agree that Mr. Musing shall not be paid for any of his time spent pursuing the above matters nor shall he receive any other benefits from the Borough during the pre-employment period. Rather, Mr. Musing shall commence receiving compensation and benefits from the Borough effective September 1, 2021.

4. **Manner and Performance of Administrator's Duties.** Mr. Musing agrees that he will, at all times during this Agreement (including during the pre-employment period), abide by all of the provisions of applicable State, County and local statutes, laws, rules and regulations; and, as of September 1, 2021, he will perform all of the duties and responsibilities of the position of Administrator in a faithful and industrious manner, pursuant to the express and/or implicit terms of this Agreement and all applicable statutes, laws, rules and regulations.

5. **Compensation.** Commencing on September 1, 2021, the Administrator shall receive an annual compensation of Fifty Thousand Dollars (\$50,000.00) for the one (1) -year term

of the within Agreement (September 1, 2021 through August 31, 2022), for his responsibilities as the Administrator, less all applicable deductions, except as noted below, payable according to the normal and customary payroll schedule of the Borough. Any increases in compensation shall be undertaken by an action of the Mayor and Borough Council and an amendment to this Agreement. If the Administrator does not work a full calendar year for the Borough, he shall be entitled to a pro-rata share of the annual salary, based on the number of pay periods worked as the Administrator.

6. **Hours of Employment.** The Administrator shall work the normal hours of operation of the Municipal offices. In addition, the Administrator shall attend any and all Governing Body and/or other meetings which the Administrator shall be required/requested to attend without any additional compensation as it relates to salary and/or overtime and/or any other emoluments/time off.

7. **Health Benefits.**

(A.) The Parties have agreed that, for the first (1st) year of Mr. Musing's employment as the Administrator, Mr. Musing shall not receive Borough paid health benefits. Mr. Musing shall be required to provide proof of health benefit coverage to the Borough and shall maintain such coverage until same is afforded him pursuant to this Agreement.

(B.) At the conclusion of Mr. Musing's first (1st) year of employment (i.e., as of September 1, 2022), Mr. Musing shall be eligible to receive Borough health benefits for himself and his spouse (if applicable) if he so chooses. Should Mr. Musing opt-in to such health benefits at that time, then he shall be required to pay a health care contribution as required by the Borough policy and/or State law

8. **Non Applicability of Overtime.** The Administrator and the Borough agree that the Administrator's position is an exempt position from any maximum hour requirements found under

State and/or Federal law and, accordingly, the Administrator shall not be paid any overtime and/or any extra compensation above that which is explicitly stated in this Agreement.

9. **Paid Leave Days.** The Administrator shall receive the allotment of paid leave days as stated in the Borough's Personnel Policy Manual, as amended from time to time, commensurate with the Administrator's years of service with the Borough, for holidays, sick leave, vacation leave, bereavement leave, jury leave and/or personal leave. Such leave will be subject to the conditions found in the respective sections of the Borough Personnel Policy Manual to the extent that those conditions apply to the position of the Administrator. The Administrator will receive any other leave, such as Family Leave (State), Family Medical Leave (Federal) and military leave, as provided by law. Irrespective of the provisions above, the Borough agrees that the Administrator shall be allotted ten (10) vacation days for the period of September 1, 2021 through August 31, 2022. Thereafter, vacation leave will revert back to the Borough Personnel Policy Manual, as referenced above.

10. **Professional Development.** The Administrator shall attend professional development seminars and/or conferences pursuant to the Borough's Personnel Policy Manual, as amended from time to time. If found beneficial to the Borough, either during the pre-employment period or after Mr. Musing assumes the title of Borough Administrator (i.e., after September 1, 2021), then Mr. Musing shall be eligible for reimbursement for the costs associated with any professional development courses, seminars, etc., attended in accordance with the Borough's Personnel Policy Manual, as amended from time to time. However, the Parties have agreed that Mr. Musing shall attend the State of New Jersey Certified Public Manager Program (CPM) through Rutgers University, or a similar program (i.e., Mini-Master of Public Administration Program from Rutgers University), and that Mr. Musing shall pay for all costs and expenses associated with the same at his own expense, with no reimbursement by the Borough.

11. **Reimbursement of Expenses.** The Administrator shall be reimbursed for all reasonable expenses incurred specifically on behalf of the Borough pursuant to the Borough's Personnel Policy Manual, as amended from time to time.

12. **Termination of Agreement.** The Borough may terminate this Agreement and the Administrator's appointment at any time prior to the expiration of the term set forth in Section 2 herein, in accordance with the provisions of N.J.S.A. 40A:9-138 and applicable Borough ordinances.

13. **Termination by Employee.** The Administrator shall provide a minimum of sixty (60) calendar days' notice of his intention to resign from the position of Administrator and shall assist the Borough in any transition work required to assist a replacement Administrator.

14. **Non-applicability of other Policies/Agreements.**

The Administrator agrees and acknowledges that the provisions set forth in the documents identified below are applicable to his position:

(A) The Hightstown Borough Code; and, no other documents, collective bargaining agreements or other agreements shall apply.

(B) The Hightstown Borough Personnel Policy Manual.

15. **Entire Agreement.** This Agreement contains the sole and entire Agreement between the Administrator and the Borough and shall supersede any and all other Agreements between the Administrator and the Borough as it relates to the position of Administrator. There are no agreements, representations and/or warranties, whether they be express or implied, except as set forth in this Agreement. This Agreement may not be canceled, changed, modified or amended orally. No change, modification or amendment hereof shall be effective or binding unless in a written instrument signed by the Administrator and the Borough. Cancellation of this Agreement can occur at any time pursuant to law.

16. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom the same is applicable.

17. **Controlling Law.** All of the terms, conditions and other provisions of this Agreement shall be interpreted and governed by the laws of the State of New Jersey.

18. **Interpretation and Severability.** If any term or provision of this Agreement shall, to any extent, be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and each remaining term and provision of this Agreement should be valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties have hereto, by the signatures of their duly authorized representatives and officers, executed this Agreement on the dates set forth herein.

ATTEST:

_____ (Print Name)

DIMITRI MUSING

Dated: _____

ATTEST:

BOROUGH OF HIGHTSTOWN

(Print Name)

By: _____
LAWRENCE D. QUATTRONE, MAYOR

Dated: _____

Resolution 2021-103

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

ESTABLISHING SALARIES OF CERTAIN OFFICERS AND EMPLOYEES OF THE BOROUGH OF HIGHTSTOWN FOR THE YEAR 2021

WHEREAS, Section 2-9.8(b) of the *Revised General Ordinances of the Borough of Hightstown* provides that salaries of Department Heads shall be set by the Mayor and Council and that the salaries of other non-union employees shall be set by the Borough Administrator within the range provided by Ordinance; and

WHEREAS, it is the desire of the Mayor and Council to set 2021 salaries for certain non-union employees who do not have a separate employment agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the salary for the titles below shall be effective January 1, 2021:

<u>Position/Title</u>	<u>2021 Salary</u>
Chief Financial Officer	51,415.00
Administrator	31,836.00
Borough Clerk	80,701.00
Registrar of Vital Statistics	4,393.00
Health Official	14,060.00
Public Health Nurse	68,951.00
Collector	20,400.00
Assessor	19,322.00
Municipal Judge	32,473.00
Construction Code Official	25,665.00
Technical Assistant	36,099.00
Building Subcode Official	4,527.00
Building Inspector	4,527.00
Zoning Official	14,370.00

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 6, 2021.

Margaret Riggio
Deputy Borough Clerk

Resolution 2021-104

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AMENDING RESOLUTION 2020-209

WHEREAS, Section 2-9.8(b) of the *Revised General Ordinances of the Borough of Hightstown* provides that salaries of Department Heads shall be set by the Mayor and Council and that the salaries of other non-union employees shall be set by the Borough Administrator within the range provided by Ordinance; and

WHEREAS, Resolution 2020-209 was adopted by the Mayor and Council to set 2019 and 2020 salaries for certain non-union employees who do not have a separate employment agreement; and

WHEREAS, there is an error in the salary of the Borough Administrator for 2019 and 2020 pursuant to the employment agreement in place during 2019 and 2020 and Resolution 2018-127 which must be corrected to reflect the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the salary for the Borough Administrator as stated in Resolution 2020-209 is hereby corrected to read:

<u>Position/Title</u>	<u>Jan. 1 – June 30</u> <u>2019 Salary</u>	<u>July 1 – Dec.</u> <u>31 2019 Salary</u>	<u>2020 Salary</u>
Administrator	15, 300.00	15,606.00	31,212.00

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 6, 2021.

Margaret Riggio
Deputy Borough Clerk

Resolution 2021-105

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

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
RELATING TO THE CONSTRUCTION OF A FENCE ACROSS A BOROUGH-HELD SEWER
EASEMENT LOCATED ON AND ACROSS THE PROPERTY LOCATED AT 6 HAGEMOUNT
AVENUE (BLOCK 7, LOT 92)**

WHEREAS, the owners (William and Donna Smith) of the property located at 6 Hagemount Avenue in the Borough of Hightstown (the “property”), more commonly known and designated as Block 7, Lot 92 on the official Borough Tax Map, have requested the Borough’s permission to construct a privacy fence along portion(s) of the property, per the plans submitted to the Borough’s Zoning Officer, which fence shall encroach, in part, upon an existing twenty foot (20’) wide sewer easement (the “easement”) that is held by the Borough; and

WHEREAS, the proposed fence is shall comply in all other respects with all requirements of the Borough; and

WHEREAS, the property owners have agreed to assume all liability associated with the proposed fence, and shall be responsible for all costs and expenses if the fence is ever required to be removed or dismantled (in whole or in part) by the Borough for any purpose, including the responsibility for all costs and expenses related to repair of any damages incurred to the fence or related to its reconstruction; and

WHEREAS, the property owners have agreed to execute an Agreement with the Borough in order to memorialize their assumption of all liability relating to the proposed fence, along with all other terms and conditions related to the within undertaking; and

WHEREAS, a copy of the proposed Agreement is attached hereto and made a part hereof.

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 Borough hereby provides its consent to the property owners for the construction of a privacy fence along portion(s) of the property, per the plans submitted to the Borough’s Zoning Officer, which fence shall encroach, in part, upon an existing twenty foot (20’) wide sewer easement that is held by the Borough, subject to the terms and conditions set forth in the attached Agreement.
2. That the Mayor or Borough Administrator is hereby authorized to execute, and the Deputy Municipal Clerk to attest, the attached Agreement on behalf of the Borough, or one which is substantially similar thereto and is in a form that is satisfactory to the Borough Attorney, relating to the above issues. The execution of said Agreement shall be a prerequisite to the issuance of any permits associated with the construction of the said fence.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Debra L. Sopronyi, Borough Administrator/Clerk; and
 - b. George Chin, Zoning Officer; and
 - c. Frederick C. Raffetto, Esq., Borough Attorney.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 6, 2021.

Margaret Riggio
Deputy Borough Clerk

**AGREEMENT RELATING TO THE CONSTRUCTION OF A FENCE ACROSS A
BOROUGH-HELD SEWER EASEMENT LOCATED ON AND ACROSS THE
PROPERTY LOCATED AT 6 HAGEMOUNT AVENUE (BLOCK 7, LOT 92)**

THIS AGREEMENT made this _____ day of _____, 2021, by and between:

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

WILLIAM AND DONNA SMITH (hereinafter the "Smiths"), whose address is 6 Hagemount Avenue, Hightstown, New Jersey 08520.

(The Borough and the Smiths will be collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the Smiths are the record owners of the property located at 6 Hagemount Avenue in the Borough of Hightstown (the "property"), more commonly known and designated as Block 7, Lot 92 on the official Borough Tax Map; and

WHEREAS, the Smiths have requested the Borough's permission to construct a privacy fence along portion(s) of the property, per the plans submitted to the Borough's Zoning Officer, which fence shall encroach, in part, upon an existing twenty foot (20') wide sewer easement (the "easement") that is held by the Borough; and

WHEREAS, the proposed fence shall comply in all other respects with all requirements of the Borough; and

WHEREAS, the Borough and the Smiths wish to set forth the terms and conditions associated with the construction of the proposed fence, given its interference with the easement, in the within Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. The Borough hereby agrees to allow the Smiths to construct the above-referenced privacy fence along portion(s) of the property, per the plans submitted to the Borough's Zoning Officer, which fence shall be erected in part within, and shall encroach upon, the easement that is held by the Borough, subject to the terms and conditions set forth herein.
2. The proposed fence shall comply in all respects with all applicable fence and/or other requirements of the Borough.

3. The Smiths agree to be solely responsible for all costs and expenses associated with the fence, including but not limited to all costs and expenses incurred for the removal, dismantling, repairs, reconstruction, re-installation, etc., should the fence ever need to be removed or dismantled (in whole or in part) by the Borough or the Borough's employees, agents or other representatives for any purpose whatsoever related to the existing Borough-held easement. The Smiths hereby waive any claim(s) for damages against the Borough, its officers, directors, employees, appointed or elected officials, departments, volunteers, agents and other representatives, associated with any damages or repair costs associated with the fence or related to its removal or reconstruction should the fence be removed or dismantled by the Borough or the Borough's employees, agents or other representatives for any purpose whatsoever. The Borough shall endeavor to provide reasonable advance notice to the Smiths should it be necessary for the Borough, its employees, agents or other representatives to enter onto the property for any reason associated with the fence, unless there is an emergency. In cases of emergency, the Borough, its employees, agents or other representatives shall be permitted to enter onto the property immediately and to take such actions as are necessary in order to protect the health, safety and welfare of the public. In all such cases, the Borough shall endeavor to minimize any disruption to the Smiths and/or damage to the property.
4. The Smiths agree to ensure that their homeowner's liability insurance coverage shall include the fence and the encroachment area, and shall provide proof of continued liability insurance coverage to the Borough's Zoning Officer on an annual basis after the execution of this Agreement. The limits and the extent of liability insurance coverage pertaining to the encroachment area shall be subject to the review and approval of the Borough annually, and the Smiths shall abide by all updated requirements of the Borough relating to insurance and risk management issues on an annual basis. The Smiths shall name the Borough as an additional insured on such policy. The liability insurance coverage shall not be cancelled unless written approval from the Borough is obtained.
5. As partial consideration for the Borough's grant of permission in the within Agreement for the Smiths to construct the fence across the Borough-held easement, the Smiths, on behalf of themselves, and on behalf of their estate(s), successors and/or assigns (individually and collectively known herein as the "Releasors") hereby agree to release, indemnify and hold the Borough, and its officers, directors, employees, appointed and elected officials, departments, volunteers, agents and insurers (collectively referred to herein as the "Releasees") harmless from and against any and all liability, claims, costs and attorney's fees arising out of the construction, repair, dismantling, use, and/or existence of the fence, including but not limited to any and all liability for injury or damages sustained to any person or property, regardless of any fault or negligence of the Borough. It is expressly known and understood that the Releasors hereby agree to indemnify, defend and hold

harmless the Releasees from any and all losses or damages sustained to persons or property that are in any way related to the fence constructed in the easement at the property.

6. At the direction of the Borough, the Smiths shall remove the fence at any time during the course of this Agreement should the Borough determine, in its sole discretion, that removal of the fence is required in furtherance of the health, safety and/or welfare of the public.
7. The Smiths agree to remove the fence prior to any sale or other transfer of title relating to the property, unless the new purchaser(s) or owner(s) thereof agree to execute a similar Agreement with the Borough at that time.
8. Should the Borough be required to remove the fence, then all costs and expenses associated with same shall form and become a lien against the property and be collectible in the same manner as real property taxes.
9. This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, executors, administrators, successors and/or assigns.
10. This Agreement constitutes the entire Agreement between the Parties relative to the matters set forth herein. Any changes, modifications or alterations thereto must be in writing and approved by the duly authorized representatives of each party in order to be effective.
11. This Agreement shall be interpreted under the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2021.

ATTEST:

BOROUGH OF HIGHTSTOWN

DEBRA L. SOPRONYI,
Borough Administrator

WITNESS:

_____(Print Name)

WILLIAM SMITH

_____(Print Name)

DONNA SMITH

Resolution 2021-106

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

RELEASE OF MAINTENANCE GUARANTEE MCD FINE HOMES - 565 NORTH MAIN STREET

WHEREAS, in November of 2019, McD Fine Homes posted a maintenance guarantee with the Borough of Hightstown in the amount of \$1,667.65 in the form of check #316 for the project located at 565 North Main Street; and

WHEREAS, McD Fines Homes, has requested the release of said maintenance guarantee; and

WHEREAS, the Borough Engineer has stated that there are no troubles with the publicly installed improvements, and there are no outstanding escrow bills; and

WHEREAS, the Planning Board Secretary has stated that there are no open invoices for this property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the CFO is authorized and directed to release the maintenance guarantee McD Fine Homes for the project located at 565 North Main Street.

1. A certified copy of this Resolution shall be provided to the following:
 - a. Ryan Deverin, Esq. – McD Fine Homes
 - b. Mickie O'Connor, Hightstown Borough Finance
 - c. Sandy S. Belan, Planning Board Secretary
 - d. Carmela Roberts, Borough Engineer

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 6, 2021.

Margaret Riggio
Deputy Borough Clerk

Resolution 2021-107

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

ESTABLISHING AN ON-STREET HANDICAPPED PARKING SPACE AT 113 OAK LANE

WHEREAS, Linda Olbrys of 113 Oak Lane has requested a handicapped parking space in front of her residence at 113 Oak Lane; and

WHEREAS, Ms. Olbrys has provided the Borough Clerk with the required documentation pursuant to section 7-35-1 of the Hightstown Borough Code; and

WHEREAS, an exception to section 7-35-1(b) of the Hightstown Borough Code is being made in the issuance of this handicapped parking space due to the fact that her husband is also disabled and uses the driveway for his vehicle; and

WHEREAS, the Mayor and Borough Council find that a handicapped parking space in front of 113 Oak Lane is warranted.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the installation of a handicapped parking space in front of 113 Oak Lane is hereby authorized as stated herein and the Department of Public Works is hereby directed to install the required signage.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 6, 2021.

Margaret Riggio
Deputy Borough Clerk

Resolution 2021-108

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING AN AGREEMENT FOR CONSULTING SERVICES WITH SANDY BELAN, RELATED TO TRAINING FOR THE NEW PLANNING BOARD SECRETARY.

WHEREAS, there exists the need for the Borough of Hightstown (the “Borough”) to retain a certified Planning Board Secretary to provide training services (the “services”) to the Borough’s incoming Planning Board Secretary; and

WHEREAS, the services shall be temporary in nature, and are considered to be “extraordinary, unspecifiable services” under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, because the services are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor; and

WHEREAS, the Borough wishes to acquire the services through the Non-Fair and Open process pursuant to and authorized by N.J.S.A. 19:44A-20.5; and

WHEREAS, the Borough Council wishes to retain Sandy Belan, who is a certified Planning Board Secretary and who is familiar with all processes, procedures and requirements relating to the Borough’s Planning Board and the position of Planning Board Secretary, to perform the services, commencing as of July 6, 2021; and

WHEREAS, the fee for the services shall be payable to Ms. Belan at the rate of \$45 per hour; and

WHEREAS, funds for this purpose will be made available in the 2021 budget; and,

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 *et seq.*) requires that the resolution authorizing the award of contracts for "Extraordinary, Unspecifiable Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract will expire August 31, 2021, and it may only be renewed thereafter upon further action of the Borough Council; and

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

WHEREAS, a copy of the proposed contract is attached hereto and made a part hereof.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, that the Mayor is authorized to execute and the Borough Clerk to attest the attached Agreement between the Borough of Hightstown and Sandy Belan regarding the above-referenced extraordinary unspecifiable services, as set forth herein.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 6, 2021.

Margaret Riggio
Deputy Borough Clerk

AGREEMENT, made this _____, day of _____, 2021, by and between

THE BOROUGH OF HIGHTSTOWN,
a Municipal Corporation of the State of New Jersey
 156 Bank Street
 Hightstown, New Jersey 08520
 (hereinafter the "Borough");

AND

SANDY BELAN
 11 Paceview Dr., Howell, New Jersey 07731
 (hereinafter the "Consultant")

W I T N E S S E T H:

WHEREAS, the Borough wishes to enter into a Consulting Agreement (the "Agreement") with a certified Planning Board Secretary to provide Planning Board training (the "services") to the Borough's incoming Planning Board Secretary; and

WHEREAS, the services to be provided are considered to be "extraordinary unspecifiable services" under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, because the services are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor [N.J.S.A. 40A:11-2(7)]; and

WHEREAS, the award of this contract is hereby made without competitive bidding pursuant to a restricted (or "non-fair and open") process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* and the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the Borough and the Consultant (collectively the "Parties") hereby wish to set forth their respective rights and responsibilities in the within Agreement.

NOW, THEREFORE, IT IS AGREED, as follows:

1. The Borough hereby appoints and retains the Consultant to perform the services set forth above, from the date of execution of the within Agreement through August 31, 2021, subject to the terms and conditions contained herein.
2. The Consultant hereby accepts this appointment and agrees to perform the services in accordance with the terms and conditions contained in this Agreement.
3. The Borough hereby agrees to pay the Consultant for the services to be performed at the rate of \$45.00 per hour. The total amount to be paid to the Consultant per the within Agreement shall not exceed \$17,500.00. No health or other employment benefits shall be provided to the Consultant per the within Agreement. Rather, the within Agreement shall involve payment for services rendered on an hourly basis only.
4. The Consultant shall perform the services referenced herein under the supervision, and per the direction, of the Borough Administrator.
5. The Consultant is aware that the Borough has enacted Section 2-59 of the Hightstown Borough Code, which requires public contracting reform and prohibits certain professional service Consultants, during the term of their Agreements with the Borough, from making contributions, or pledges thereof, of money or other in-kind donations, to any Borough of Hightstown candidate or holder of the public office within the Borough having ultimate responsibility for the award of their contracts, or to any Borough of Hightstown or Mercer County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting Borough of Hightstown municipal candidates or municipal officeholders. The parties hereby recognize that the Consultant is subject to this prohibition. It

shall, therefore, be a breach of this Agreement for the Consultant to violate the requirements of Section 2-59 of the Hightstown Borough Code during the term of this Agreement.

6. Political Contribution Disclosure: The within Agreement has been awarded to the Consultant based upon the merits and abilities of the Consultant to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, *et seq.* As such, the undersigned do hereby attest that the Consultant has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Consultant's eligibility to perform this Agreement, nor will the Consultant make a reportable contribution during the term of the within Agreement to any political party committee in the Borough of Hightstown if a member of that political party is serving in an elective public office of the Borough of Hightstown when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Hightstown when the Agreement is awarded.

7. This Agreement shall expire on August 31, 2021.

8. This Agreement, and all other documents referred to herein and/or attached hereto, constitute the entire agreement between the Parties on the subject matter hereof and supersede any and all prior representations, understandings, relationships and agreements between the Parties and with respect to the subject matter. Any amendment to this Agreement must be in writing and executed by both Parties, or it is void.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day
and year first above written.

WITNESS:

BOROUGH OF HIGHTSTOWN

DEBRA L. SOPRONYI,
MUNICIPAL CLERK

MAYOR LAWRENCE D. QUATTRONE

CONSULTANT

SANDY BELAN

Resolution 2021-109

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

ACCEPTING THE AWARD OF THE 2021 SFY21 BODY WORN CAMERA GRANT PROGRAM FROM THE STATE OF NEW JERSEY

WHEREAS, the Borough of Hightstown Police Department has been awarded a grant in the sum of \$32,608.00 from the State of New Jersey Body Worn Camera Grant Program; and

WHEREAS, the funds will assist the Borough of Hightstown and the Hightstown Police Department with the purchase of Body Worn Cameras; and

WHEREAS, the Borough's contribution toward the grant will be the zero dollars.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown, in the County of Mercer, New Jersey that the Mayor is hereby authorized to accept this grant 21-BWC-194 in the amount of \$32,608.00 for the award period January 1, 2021 through December 31, 2025.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to execute any and all documents necessary to accept this grant.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 6, 2021.

Margaret Riggio
Deputy Borough Clerk



**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
AWARD CONTRACT**

PROJECT TITLE SFY21 Body-Worn Camera Grant Program	AWARD AMOUNT STATE: \$32,608.00 MATCH: \$0 TOTAL: \$32,608.00
IMPLEMENTING AGENCY	
RECIPIENT Hightstown	
STATE ACCOUNT NO. BFY21-100-066-1020-495	DATE OF AWARD 6/23/2021

In accordance with the provisions of P.L. 2020, c. 142, N.J.S.A. 40A:14-118.3-5, the Attorney General Law Enforcement Directive No. 2015-1, and based on the program application, the Office of the Attorney General hereby awards to the above-named Subrecipient, a subaward in the amount specified for the purposes set forth in the approved application.

The subaward is subject to all applicable federal and state statutes and the requirements set forth in the general conditions, special conditions, approved budget, application authorization, and certifications attached to this program. The subaward is also subject to all applicable federal, state, and local financial accounting requirements, including the filing of single audits as required by 2 C.F.R. Part 200.500 et seq. and State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). Lastly, this Subaward incorporates all conditions and representations contained or made in the application and notice of availability of funds.

FOR THE RECIPIENT

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY,
OFFICE OF THE ATTORNEY GENERAL

Signature of Authorizing Official

Attorney General or Designee

Typed Name and Title of Authorizing Official

Date

Award Number: 21-BWC-194

Award Period:
January 1, 2021 - December 31, 2025

Recipient Fiscal Year Start Date:

Contact:
Edward Mount, Grant Analyst
Office of the Attorney General
edward.mount@njoag.gov

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

**SFY21 BODY-WORN CAMERA
GRANT PROGRAM**

GENERAL CONDITIONS

1. **Legal Authority for the Application:** The Grantee agrees that it possesses legal authority to apply for the grant; and that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Grantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. **Compliance with State and Federal Laws:** The Grantee agrees to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Office of the Attorney General (OAG) concerning special requirements of all Federal, State, municipal laws and regulations and Department of Treasury, State Circulars generally applicable to the activities in which the grantee is engaged in the performance of this grant. Failure to comply with these laws, regulations and State circulars will be grounds for termination of this grant.
3. **Prohibition Against Personal Enrichment:** The Grantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or gives the appearance of, personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. **Prohibition Against Conflicts of Interests:** The Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest.
5. **Anti-Discrimination/Affirmative Action:** The Grantee assures that it will comply, and all of its contractors will comply with the requirements of the State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations. Failure to comply with these laws, rules, regulations, and State Circular Letters will be grounds for termination of this award.

6. **Debarments and Suspensions:** The Grantee understands and agrees to comply with State Executive Order No. 34 (March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Grantee will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
7. **Minimum Wage/Maximum Hours:** The Grantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
8. **Financial Management System:** The Grantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Grantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding and expending grant funds. The Grantee shall maintain accurate and complete disclosure of financial results of each grant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
9. **Accounting Records:** The Grantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Grantee in accordance with the provisions of the grant throughout the project period subject to such conditions as OAG may prescribe.
10. **Audit Requirements:** The Grantee agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200.500, et seq., the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 15-08-OMB.

The Grantee understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed. The Grantee must submit to OAG any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Grantee immediately will report to OAG any changes in its fiscal year.

11. **Allowable Costs:** The Grantee agrees that grant funds will be used only for allowable costs as determined by applicable cost principles specific to the Grantee located at State Circular, Grant Agreements-Agency Contracts, Allowable Costs, 07-05-OMB.
12. **Data Collection and Reporting Requirements:** The Grantee agrees to provide information required for any reporting, data collection, and evaluation conducted by L&PS, OAG and the State of New Jersey. The Grantee also agrees that it will submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on

this grant. The State of New Jersey may, at its discretion, withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

13. **Budget Revisions/Grant Extensions:** The Grantee agrees to report any Budget Revisions or Grant Extensions as follows:
 - a. Deviations in excess of 1% from the approved budget or extensions in the grant period require prior approval via OAG Grant Adjustment Request Form. Grantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Grantee must be incorporated in written amendments to this grant.
 - c. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to L&PS.
 - d. The Grantee agrees that should circumstances affecting the grant-funded project change it will immediately contact OAG in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from OAG via a OAG Grant Adjustment Request Form.
14. **Program Income:** The Grantee agrees that all income earned by the Grantee from grant-supported activities is deemed program income. The Grantee agrees to add program income to funds committed to the program to further eligible program objectives. The use of program income must be shown on the detailed cost statements.

State Circular, Grant Agreements-Agency Contracts, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.

15. **Licensing and Publishing:** The Grantee agrees that L&PS and OAG reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a grantee purchases ownership with support. The Grantee agrees that L&PS reserves the right to require the Grantee not to

publish any work, which right shall not be exercised unreasonably. The Grantee assures that any publication by the Grantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

16. **Records Retention:** Unless otherwise directed by OAG, State or Federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven-year period.
17. **Access to Records:** The Grantee agrees to give the New Jersey Attorney General, L&PS and OAG through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.
18. **Grant Fund Availability:** Grantee recognizes and agrees that both the initial provision of funding and the continuation of such funding under this grant is expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of L&PS to make any payment under this grant or to observe and perform any condition on its part to be performed under the grant as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the grant agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
19. **Subcontracts and Assignments:** The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Grantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of OAG and L&PS. The Grantee may not transfer any rights or obligations under this grant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
20. **Advances of State Grants:** If applicable, the Grantee agrees that it will deposit advances of State grants in interest bearing accounts.

21. **Failure to Comply with Award Conditions:** If the Grantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Grantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Grantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.
22. **Grant Termination:** When the Grantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Grantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet State requirements.
23. **L&PS Termination of the Grant:** The Grantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. L&PS shall notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
24. **Mutual Termination of the Grant:** L&PS and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
25. **Grant Termination for Convenience:** L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Grantee, for any reason whatsoever, including lack of funding available to L&PS. Upon receipt of a notice of termination for convenience, the Grantee shall cease incurring additional obligations of grant funds. However, L&PS shall allow the Grantee to incur all necessary and proper costs which the Grantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.

26. **Grant Termination - Notification and Due Process:** If the grant award is terminated for the Grantee's failure to comply with State or Federal statutes, regulations, or terms and conditions of the grant, L&PS will provide notification to the Grantee, including information that the decision may be considered in evaluating future applications.

In taking an enforcement action, L&PS may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

High Risk Grantees: Grantee agrees that under certain instances it may be considered "High Risk":

- a. If L&PS determines that a Grantee:
 - i. Has a history of unsatisfactory performance.
 - ii. Has not filed its quarterly financial reports (Detailed Cost Statements) or Final Grant Narrative in a timely manner.
 - iii. Is not financially stable.
 - iv. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter, Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - v. Has not conformed to terms and conditions of previous awards.
 - vi. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- b. If a Grantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Grantee at any time including:
 - i. Issuing payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Requiring additional project monitoring.
 - v. Requiring the Grantee obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - vii. Wholly or partly suspending or terminate the current award for the Grantee's program.
 - viii. Withhold further and future awards for the program.
- c. If L&PS decides to impose such special conditions, L&PS will notify the Grantee as soon as possible, in writing, of:
 - i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.

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27. **Corruption of Public Resources Act:** The Grantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse State grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000. The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from State grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
 28. **Prohibition Against State Employee Status:** The Grantee understands and agrees that persons performing services in connection with a grant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.
 29. **Indemnification by non-State Agencies:** The Grantee agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.
 30. **Release by State Agencies:** The Grantee shall be responsible for, at its own expense defend itself against, and hereby releases the L&PS for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Grantee and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

SPECIAL CONDITIONS

1. **Prohibited Use of Funds:** The Grantee certifies that all grant funds will be used exclusively for purposes set forth in the grant application.
2. **Prohibition of Supplanting:** The Grantee agrees that funds made available under this program will be used to supplement but not supplant funds that were, or are, set aside for the same purpose.
3. **Compliance with Program Laws and Regulations:** Grantee will follow all applicable requirements and procedures as required by the Department of Law and Public Safety (L&PS), the Office of the Attorney General (OAG), and as outlined in the notification, award, and other letters sent to the Grantee. Grantee also agrees to follow all applicable requirements and procedures as required by the State of New Jersey.
4. **Attorney General's Directive on Body-Worn Cameras:** Attorney General's Directives on Body-Worn Cameras: The Grantee must comply with Attorney General Law Enforcement Directive No. 2015-12021-5, *Law Enforcement Directive Regarding Police Body-Worn Cameras (BWCs) and Stored BWC Recordings*; Attorney General Law Enforcement Directive 2019-4, *Directive Ensuring the Independent Investigation of Criminal Cases Involving Police Use-of-Force or In-Custody Deaths*; as well as any updates to laws and statutes related to BWCs (i.e., N.J.S.A. 40A:14-118.3-.5), and/or new or supplemental guidance to policy, Directives, or Guidelines, concerning BWCs that may occur at the direction and authority of the Attorney General.
5. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 1. Therefore, the State award and the required fringe benefit match under the Body-Worn Cameras Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.
6. **Time and Attendance Records:** Grantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked, and the signatures of the employee and supervisor.
7. **Financial and Performance Reporting:** The Grantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within fifteen (15) days after the end of each quarter. The Grantee also agrees to file a timely Final Grant Narrative Report within fifteen (15) days after the end date of the grant period. The Final Grant Narrative Report should describe accomplishments and activities that took place during the grant period. *The Grantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Grantee's award. L&PS may, at its discretion, terminate this or any other BWC grant awards for delinquent reporting.*

8. **Availability of Grant Funds:** The Grantee understands that annual funding for the Body-Worn Cameras Program is uncertain and that funding for each year's grant depends on the continued collection of sufficient program revenue. The Grantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire State award.
9. **Purchase of Equipment, Consumable Supplies, and Services:** The Grantee agrees that all equipment, consumable supplies, and services purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Grantee agrees that all equipment purchased under the subaward will be tagged and properly inventoried to reflect use of federal or State funds, as applicable. The Grantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
10. **Eligible Expenses:** Recipients of Body-Worn Camera Grant Program funding will be allotted a fixed dollar amount for each camera to be purchased. This dollar amount will exceed the cost of a camera. The excess funding is to be used for ancillary equipment such as clips, chargers, batteries, etc., as well as storage costs. Recipients are not to profit from this funding; ALL funding is to be used towards the cost of implementing the Body-Worn Camera Grant Program. It is the responsibility of the recipient to maintain proof of all expenditures; this documentation will be requested in the event of an audit or site visit.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Body-Worn Cameras Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable Federal and State laws, regulations, and guidelines.

Awardee Hightstown

Grant # 21-BWC-194

Printed Name
(Mayor, Chief Executive or Village President)

Signature
(Mayor, Chief Executive or Village President)

Date

Resolution 2021-110

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

**AUTHORIZING AN AMENDMENT TO RESOLUTION 2020-238 AWARDING A
CONTRACT FOR MIXED OXIDANT ODOR CONTROL FORMULATION –
GEORGE S. COYNE CHEMICAL, CO., INC.**

WHEREAS, Resolution 2020-238 awarded a one-year contract for Mixed Oxidant Odor Control Formulation to George S. Coyne Chemical Co, Inc. of Croydon, Pennsylvania; and

WHEREAS, this contract was not to exceed \$5,340.46 without further authorization from Council; and,

WHEREAS, it has been found that additional funds in the amount of \$64.73 will be necessary to complete the contract through December 31, 2021; and,

WHEREAS, funds for this purpose will be made available in the 2021 budget; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the agreement George S. Coyne Chemical, Co., Inc. of Croydon, Pennsylvania be amended to not exceed \$5,405.19.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 6, 2021.

Margaret Riggio
Deputy Borough Clerk

Resolution 2021-111

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS PRIOR TO ADOPTION OF THE 2021 BUDGET

WHEREAS, an emergent condition has arisen with respect to inadequate appropriation balances remaining in some line items of the 2021 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 2021 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	331,000.00	1,445,497.00	1,776,497.00
Capital Outlay – Current	0.00	0.00	0.00
Debt Service – Current	0.00	0.00	0.00
Water/Sewer	136,000.00	625,966.00	761,966.00
Capital Outlay – W/S	0.00	0.00	0.00
Debt Service - W/S	0.00	0.00	0.00
TOTAL	467,000.00	2,071,463.00	2,538,463.00

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 2021 budget under the same title as written herein;
3. One certified copy of this resolution will be filed with the Director of Local Government Services, and a copy provided to the Chief Finance Officer.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 6, 2021.

Margaret Riggio
Deputy Borough Clerk

Borough of Hightstown
Emergency Temporary No. 6
7/6/2021

SCHEDULE "A"

Current Fund

Administrative and Executive	Salaries and Wages	3,000.00
Mayor and Council	Salaries and Wages	4,200.00
Municipal Clerk	Salaries and Wages	10,000.00
Financial Administration	Salaries and Wages	9,000.00
Collection of Taxes	Salaries and Wages	6,000.00
Assessment of Taxes	Salaries and Wages	2,500.00
Engineer	Other Expenses	32,000.00
Municipal Court	Salaries and Wages	3,000.00
Municipal Court	Other Expenses	10,000.00
Planning Board	Salaries and Wages	1,000.00
Group Health Insurance	Other Expenses	50,000.00
Police	Salaries and Wages	130,000.00
Streets and Roads	Salaries and Wages	15,000.00
Solid Waste	Salaries and Wages	15,000.00
Recycling	Salaries and Wages	20,000.00
Parks and Recreation	Salaries and Wages	5,000.00
Cultural Arts	Other Expenses	300.00
Uniform Construction Code	Salaries and Wages	10,000.00
Social Security	Other Expenses	5,000.00

Total Current Fund

331,000.00

Water-Sewer Operating Fund

Salaries and Wages	50,000.00
Other Expenses	50,000.00
Capital Improvement Fund	32,000.00
Social Security	4,000.00

Total Water Sewer Operating

136,000.00

Total

467,000.00