

Agenda
Hightstown Borough Council
 September 20, 2021
 6:30 PM – Public Session

www.zoom.com

Meeting ID: 815 8824 2600

Passcode: 32PUcQ

<https://us02web.zoom.us/j/81588242600?pwd=d0RyVmgzdllrZWJveTR2OG1tVUttQT09>

(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

Engineering Items **Resolution 2021-148** Authorizing Receipt of Bids for Improvements to Railroad Avenue, Dey Street, Center Street and South Academy Street

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 2021-11 Public Hearing and Final Reading** An Ordinance Authorizing the Purchase of Certain Real Property Known and Designated as Block 60, Lot 15 on the Official Tax Map of the Borough of Hightstown, Located at 240 Mercer Street in the Borough of Hightstown, County of Mercer and State of New Jersey

Ordinance 2021-12 Public Hearing and Final Reading An Ordinance to Establish Salary Ranges for Certain Officers and Employees of the Borough of Hightstown

Ordinance 2021-13 Introduction and First Reading An Ordinance Authorizing the Borough of Hightstown to Acquire an Easement for Permanent Access Over a Portion of Certain Real Property Located at 111 Morrison Avenue (Lot 1, Block 57) Within the Borough, In Order to Facilitate the Railroad Avenue, Dey Street, Center Street and South Academy Street Improvement Project

Ordinance 2021-14 First Reading and Introduction Amending Chapter 12, Entitled "Housing", of the Revised General Ordinances of the Borough of Hightstown

Resolutions **2021-149** Authorizing Payment of Bills

2021-150 Appointing and Authorizing an Agreement for Professional Affordable Housing Legal Services – Scott Miccio, Esq. – Parker McCay, P.A.

New Business

Old Business Development Fee Ordinance – Changes from Planner and Planning Board

Subcommittee Reports

Mayor/Council/Administrative Reports

Executive Session **Resolution 2021-151** Authorizing a Meeting that Excludes the Public

Attorney Client Privilege

Contract Negotiations – Americana Diner

Contract Negotiations – Police/Court Facilities

Adjournment

Resolution 2021-148

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

AUTHORIZING RECEIPT OF BIDS FOR IMPROVEMENTS RAILROAD AVENUE, DEY STREET, CENTER STREET AND SOUTH ACADEMY STREET

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Borough Engineer is hereby authorized to prepare specifications and advertise for bids for improvements Railroad Avenue, Dey Street, Center Street and South Academy Street and that the Borough is authorized to receive same after proper advertisement.

BE IT FURTHER RESOLVED, that Borough Council approves and the CFO certifies the anticipated cost of said improvements to be \$608,440.00.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on September 20, 2021.

Margaret Riggio
Borough Clerk



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

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

August 31, 2021

Mayor and Council
Borough of Hightstown
156 Bank Street
Hightstown, New Jersey 08690

Re: Improvements to Railroad Avenue, Dey Street
Center Street and South Academy Street
Borough of Hightstown, Mercer County, New Jersey
Our File No.: H1801

Dear Mayor and Council:

Enclosed with this letter, please find the following:

1. Engineer's Estimate
2. Plans entitled, "Improvements to Railroad Avenue, Dey Street, Center Street, and South Academy Street, Borough of Hightstown, Mercer County, New Jersey, dated August 30, 2021." The set consists of 13 sheets.

The enclosed plans will be submitted to the NJDOT and Mercer County Soil Conservation District this week for permit approvals and authorization to advertise in accordance with the 2019 grant requirements.

You may recall that the Borough received funding through the NJDOT Municipal Aid Program for this project in the amount of \$529,632.00. In addition, the Borough has authorized \$10,000 for minor water and sewer improvements.

The total estimated construction cost for the proposed improvements is \$608,440.00. This is approximately \$68,000 greater than the anticipated cost of \$539,632.00.

The additional cost includes \$32,500 for Uniformed Traffic Directors for the Borough Police Department at their request for construction of this nature.

Additionally, you may recall that the proposed improvements at Railroad Avenue changed from an anticipated 24-ft. wide paved road to a 15-ft. wide paved road with a 9-ft. wide grass emergency access lane. The 24-ft. wide road would have required 6-inches of asphalt with two curb lines. The layout with the 9-ft. wide grass emergency access lane requires 3 curb lines, asphalt, as well as deep excavation to allow for proper grass growth and stormwater recharge. The cost between the two types of improvements are similar and nearly identical.

The remainder of the additional cost is a result of the Covid-19 Pandemic which has increased the price of many materials. Most recently, we have observed a minimum of 10% increase in concrete and pipe unit prices because of limited availability and increased demand for these materials.

Improvements to Railroad Avenue, Dey Street,
Center Street, and South Academy Street
Hightstown Borough, New Jersey
File No.: H1801
Page 2 of 2

I request that the Borough prepare for advertisement of the enclosed plans and ensure that funds are available for an award no later than November 15, 2021.

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

Very truly yours,



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

cc: Debra Sopronyi, RMC, CMR, QPA, Borough Administrator/Clerk (w/ attachment)
Dimitry Musing, Borough of Hightstown
Peggy Riggio, RMC, CMR, Deputy Borough Clerk
George Lang, Borough CFO
Ken Lewis, Borough Superintendent of Public Works (w/ attachment)
Cameron Corini, PE, CME, Roberts Engineering Group, LLC
Kelly Pham, Roberts Engineering Group, LLC

Ordinance 2021-11

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY KNOWN AND DESIGNATED AS BLOCK 60, LOT 15 ON THE OFFICIAL TAX MAP OF THE BOROUGH OF HIGHTSTOWN, LOCATED AT 240 MERCER STREET IN THE BOROUGH OF HIGHTSTOWN, COUNTY OF MERCER AND STATE OF NEW JERSEY.

WHEREAS, pursuant to the New Jersey “Local Lands and Buildings Law,” N.J.S.A. 40A:12-1, *et seq.*, a municipality may acquire any real property for public use; and

WHEREAS, the Borough of Hightstown (the “Borough”) has determined that the purchase of certain real property located at 240 Mercer Street in the Borough, which is more commonly known and designated as Block 60, Lot 15 on the Official Tax Map (the “Property”) would be beneficial to the public, in that it will allow the Borough to expand the size of the site of the proposed new municipal building and associated facilities at the adjacent property (which is located at 230 Mercer Street - Block 60, Lots 16 and 17); and

WHEREAS, the Borough and Property’s owners, Jesus R. and Carmen M. Ortiz, have reached a meeting of the minds relating to the sale of the Property to the Borough, which understanding is set forth in more detail in a Contract for the Sale of Real Estate (the “Contract”); and

WHEREAS, the Contract contains all of the terms and conditions associated with the Borough’s acquisition of the Property, including the purchase price of One Hundred Ninety Thousand Dollars (\$190,000.00); and

WHEREAS, a copy of the Contract is on file in the office of the Borough Clerk; and

WHEREAS, the “Local Lands and Buildings Law,” specifically at N.J.S.A. 40A:12-5(a), requires a municipality to adopt an Ordinance in order to provide for the acquisition of any real property; and

WHEREAS, the Mayor and Borough Council wish to authorize the purchase of the Property through the adoption of the within Ordinance.

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

Section 1. That, in accordance with N.J.S.A. 40A:12-1, *et seq.*, the Borough of Hightstown hereby authorizes the acquisition of the property located at 240 Mercer Street in the Borough, more commonly known and designated as Block 60, Lot 15 on the Official Tax Map, so that the Property may be utilized in connection with the proposed new municipal building and associated facilities at the adjacent parcel which is located at 230 Mercer Street (Block 60, Lots 16 and 17).

Section 2. That the terms and conditions associated with the Borough’s purchase of the Property are set forth in the Contract, a copy of which is on file for public inspection at the office of the Borough Clerk.

Section 3. That the purchase price for the Property shall be One Hundred Ninety Thousand Dollars (\$190,000.00).

Section 4. That funding for the down payment and purchase of the Property shall be certified by the Borough’s Chief Financial Officer and shall be withdrawn from the following account number: Reserve for Municipal Building-FEMA/C-04-55-999-905-100.

Section 5. That the Mayor or Borough Administrator is hereby authorized to execute, and the Borough Clerk to attest, any documents deemed necessary to effectuate the purchase of the Property, so long as said documents are in a form satisfactory to the Borough Attorney.

Section 6. That all Borough officials are hereby authorized to undertake all necessary activities in furtherance of the intentions of the within Ordinance and the Contract.

Section 7. That this Ordinance shall become effective immediately upon final passage and publication in accordance with the law.

Section 8. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 9. 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.

Introduction: September 7, 2021

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2021-12

BOROUGH OF HIGHTSTOWN
 COUNTY OF MERCER
 STATE OF NEW JERSEY

AN ORDINANCE TO ESTABLISH SALARY RANGES FOR CERTAIN OFFICERS AND EMPLOYEES OF THE BOROUGH OF HIGHTSTOWN

BE IT ORDAINED by the Mayor and Council of the Borough of Hightstown, as follows:

Section 1. The following official employment designations are hereby confirmed and the rate of compensation of each officer and employee of the Borough of Hightstown, excluding longevity, whose compensation shall be on an annual basis, is:

	RANGING FROM:	TO:
Mayor (\$5,800.00	\$5,800.00
Councilmember	\$4,600.00	\$4,600.00
Borough Clerk	\$40,000.00	\$87,000.00
Deputy Borough Clerk	\$30,000.00	\$69,000.00
Part-Time Treasurer	\$15,000.00	\$32,000.00
Accounts Payable Clerk	\$30,000.00	\$64,000.00
Tax/Water/Sewer Collector	\$20,000.00	\$84,000 .00
Part-Time Tax/Water/Sewer Collector	\$10,000.00	\$27,000.00
Deputy Tax/Water/Sewer Collector	\$10,000.00	\$69,000.00
Tax/Utility Clerk	\$7,000.00	\$54,000.00
Tax Assessor	\$7,500.00	\$22,000 .00
Registrar of Vital Statistics	\$2,500.00	\$6,000.00
Deputy Registrar of Vital Statistics	\$1,000.00	\$5,000.00
Municipal Magistrate	\$30,000.00	\$54,000.00
Records Management and System Administrator and Administrative Assistant to the Police Department	\$32,000.00	\$59,000.00
Planning Board Secretary	\$1,000.00	\$27,000.00
Technical Assistant	\$28,000.00	\$43,000.00
Construction Code Official	\$18,000.00	\$38,000.00
Fire Subcode Official	\$3,500.00	\$9,000.00

	RANGING FROM:	TO:
Building Subcode Official	\$3,500.00	\$9,000.00
Superintendent of Public Works	\$50,000.00	\$113,000.00
Assistant Superintendent of Public Works	\$50,000.00	\$71,000.00
Water Plant Superintendent (Part-Time)	\$10,000.00	\$27,000.00
Senior Water Plant Operator	\$35,000.00	\$85,000.00
Supervising AWWTP Operator	\$44,000.00	\$60,000.00
Superintendent of AWWTP	\$50,000.00	\$114,000.00
Assistant Superintendent of AWWTP	\$45,000.00	\$96,000.00
Lab Manager – AWWTP	\$35,000.00	\$85,000.00
Secretary Board of Health	\$100.00	\$2,000.00
Computer Systems Administrator	\$3,000.00	\$7,000.00
Chief Financial Officer	\$2,000.00	\$56,000.00
Deputy Chief Financial Officer	\$10,000.00	\$75,000.00
Building Inspector	\$3,500.00	\$6,000.00
Zoning Official	\$6,000.00	\$13,000.00
Health Officer	\$8,000.00	\$16,000.00
OEM Coordinator	\$2,000.00	\$ 6,000.00
Borough Administrator	\$30,000.00	\$96,000.00
Police Chief	\$120,000.00	\$167,000.00

Section 2. The following official employment designations are hereby confirmed and the rate of compensation of each officer and employee of the Borough of Hightstown, whose compensation shall be on an hourly basis, is:

	RANGING FROM:	TO:
Administrative Assistant/Payroll Clerk	\$10.00	\$32.00
Public Health Nurse	\$25.00	\$48.00
Special Officer I	\$8.00	\$20.00
Special Officer II	\$18.00	\$32.00

	RANGING FROM:	TO:
Clerical Assistant	\$10.50	\$22.00
Administrative Assistant	\$13.50	\$32.00
Public Works Foreman	\$17.00	\$43.00
Public Works Heavy Equipment Operator	\$16.00	\$43.00
Public Works Automated Vehicle Operator	\$16.00	\$38.00
Public Works Driver/Laborer	\$15.00	\$38.00
Public Works Laborer	\$14.00	\$38.00
Public Works Municipal Building Maintenance	\$8.00	\$38.00
Public Works Mechanic	\$16.00	\$38.00
Seasonal/Temporary Labor	\$10.00	\$22.00
Assistant Water Plant Operator	\$15.00	\$27.00
Water Plant Operator	\$25.00	\$38.00
Water Plant Lead Operator	\$40.00	\$54.00
AWWTP Maintenance	\$16.00	\$32.00
AWWTP Maintenance (Out of Title)	+\$2.00	+\$4.00
AWWTP Operator Trainee (up to 1 year exp)	\$13.00	\$22.00
AWWTP Operator – Class I (min. 1 year exp)	\$15.00	\$32.00
Recreation Director (part-time)	\$20.00	\$43.00
Assistant Recreation Director (part-time)	\$8.00	\$22.00
Junior Recreation Counselor (part-time)	\$6.00	\$16.00
Housing Inspector	\$14.00	\$38.00
Fire Inspector	\$14.00	\$38.00
Building Inspector	\$14.00	\$38.00
Code Enforcement Officer	\$15.00	\$38.00
Fire Officer	\$14.00	\$38.00
Zoning Official	\$14.00	\$38.00
Electric Subcode Official	\$14.00	\$54.00
Plumbing Subcode Official	\$14.00	\$54.00

Section 3. The following official employment designations are hereby confirmed and the rate of compensation of each officer and employee of the Borough of Hightstown, whose compensation shall be on a daily basis, is:

	RANGING FROM:	TO:
School Crossing Guard	\$50	\$75

Section 4. This Ordinance shall take effect after final passage and publication as provided by law, but the ranges of compensation herein provided shall be retroactive to January 1, 2021, except for the salaries for Mayor and Council Members which will be retroactive to July 1, 2021

Section 5. The salary ranges established in this ordinance supersede any established for the same positions in previous salary ordinances, and will remain in effect until changed by the adoption of a new or amending Salary Ordinance.

Introduced: September 7, 2021

Adopted:

ATTEST:

 Margaret Riggio
 Municipal Clerk

 Lawrence D. Quattrone
 Mayor

ORDINANCE 2021-13

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AUTHORIZING THE BOROUGH OF HIGHTSTOWN TO ACQUIRE AN EASEMENT FOR PERMANENT ACCESS OVER A PORTION OF CERTAIN REAL PROPERTY LOCATED AT 111 MORRISON AVENUE (LOT 1, BLOCK 57) WITHIN THE BOROUGH, IN ORDER TO FACILITATE THE RAILROAD AVENUE, DEY STREET, CENTER STREET AND SOUTH ACADEMY STREET IMPROVEMENT PROJECT.

WHEREAS, Caroline Muhindi and Miguel Santos, wife and husband, as tenants by the entirety, are the owners of certain real property located at 111 Morrison Avenue in the Borough of Hightstown (the “Borough”), County of Mercer, State of New Jersey, which property is more commonly known and designated as Lot 1, Block 57 on the Hightstown Borough Tax Map (hereinafter referred to as the “property”); and

WHEREAS, the Borough is undertaking a public project involving the construction of improvements to Railroad Avenue, Dey Street, Center Street, and South Academy Street within the Borough (hereinafter referred to as the “project”); and

WHEREAS, in order to facilitate the project, it will be necessary for the Borough to acquire an easement for permanent access over a portion of the property; and

WHEREAS, the area of the easement is described in more detail in a legal description prepared by Roberts Engineering Group, LLC, dated September 7, 2021, a copy of which is attached hereto as Exhibit “A,” and

WHEREAS, the location of the easement is depicted in more detail on a map entitled “Proposed Right of Way Easement Plan,” dated September 7, 2021, as prepared by Roberts Engineering Group, LLC, a copy of which is attached hereto as Exhibit “B”; and

WHEREAS, pursuant to the New Jersey “Local Lands and Buildings Law,” N.J.S.A. 40A:12-1, *et seq.*, a municipality may acquire any real property, capital improvement, personal property, or any interest or estate whatsoever therein (including a permanent easement), by purchase, gift, devise, lease, exchange, condemnation, or installment purchase agreement, pursuant to the adoption of an Ordinance; and

WHEREAS, the Mayor and Council have determined that it would be in the best interests of the health, safety and welfare of the residents of the Borough, and the general public, to move forward to acquire the necessary easement for permanent access upon and across a portion of the property (as described and depicted in the attached Exhibits) in order to facilitate the project.

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

Section 1. That, pursuant to N.J.S.A. 40A:12-1, *et seq.* the Borough is hereby authorized to acquire an easement for permanent access upon and across a portion of the property (as described and depicted in the attached Exhibits) in order to facilitate the project. This authorization includes utilization of the power of condemnation/eminent domain, if necessary, in accordance with N.J.S.A. 20:3-1, *et seq.*, in those circumstances where the easement cannot be acquired through amicable negotiations.

Section 2. That the Borough Attorney is hereby authorized and directed to prepare the necessary deed of easement for the property, and arrange for its execution and recording with the Mercer County Clerk’s Office. The Borough Attorney is also authorized to institute proceedings before the Superior Court of New Jersey in order to acquire the easement through the power of condemnation/ eminent domain, in accordance with N.J.S.A. 20:3-1, et seq., in any circumstance where the easement cannot be obtained through amicable negotiations.

Section 3. That all relevant Borough officials are authorized to execute any documents that are necessary in order to effectuate the acquisition of the necessary easement concerning the property, either through amicable negotiations or through the power of condemnation/ eminent domain, so long as said documents are in a form satisfactory to the Borough Attorney.

Section 4. That all relevant Borough officials are authorized to undertake all necessary activities in furtherance of the intentions of the within Ordinance.

Section 5. That this Ordinance shall become effective immediately upon final passage and publication in accordance with the law.

Section 6. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 7. 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.

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

EXHIBIT A



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

1670 Whitehorse-Hamilton Square Rd.
Hamilton, New Jersey 08620
609-586-1141 fax 609-586-1143
www.RobertsEngineeringGroup.com

September 7, 2021

Legal Description of a Right of Way Easement located on Lot-1, Block-57, in the Borough of Hightstown, Mercer County, New Jersey.

Beginning at the point of intersection of the southerly right of way line of Morrison Avenue (45.00 foot ROW) and the northerly right of way line of Railroad Avenue (35.00 foot ROW) and running; thence

1. South $71^{\circ}55'40''$ West, along the northerly line of Railroad Avenue, a distance of 11.33 feet to a point; thence
2. North $10^{\circ}00'00''$ East, through Lot-1, Block-57, a distance of 5.33 feet to a point on the southerly right of way line of the aforementioned Morrison Avenue; thence
3. South $80^{\circ}00'00''$ East, along the said line of Morrison Avenue, a distance of 10.00 feet to the point and place of Beginning.

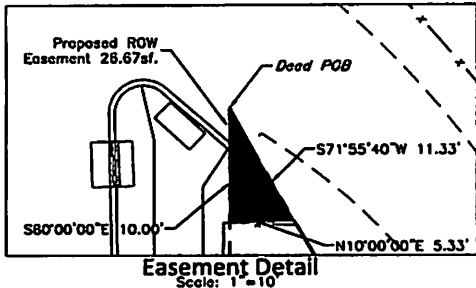
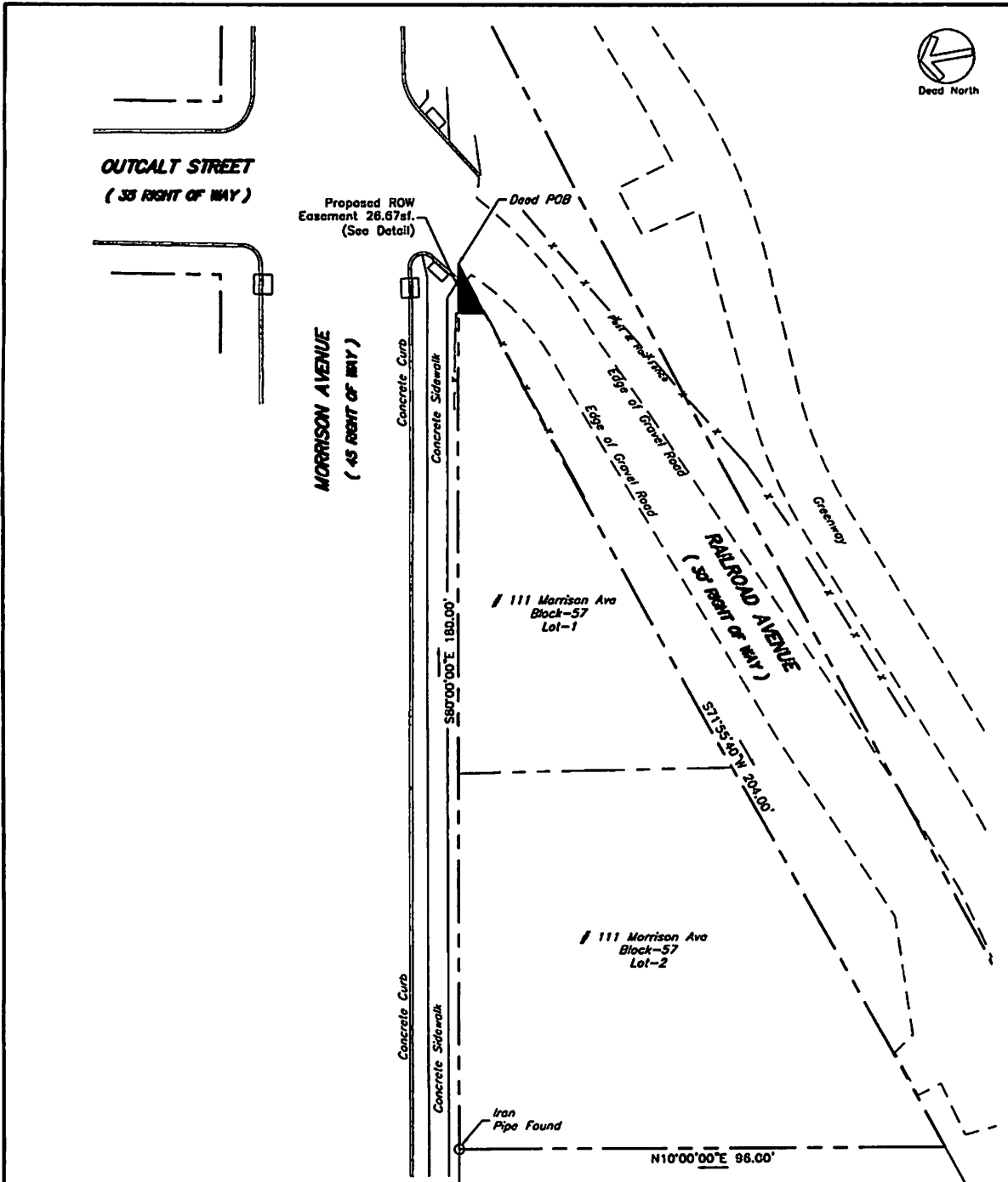
Containing 26.67 square feet, or 0.0006 acres of land.

As shown on a plan entitled "Proposed Right of Way Easement Plan, on Lot-1, Block-57 for the Borough of Hightstown, Hightstown Borough, Mercer County, New Jersey" dated September 7, 2021, and prepared by Roberts Engineering Group LLC, Ted W. Pivovarnick, NJPLS#35868

A handwritten signature in black ink, appearing to read 'Ted W. Pivovarnick', written over a horizontal line.

Ted W. Pivovarnick, NJPLS#35868

EXHIBIT B



Legal Description of a Right of Way Easement located on Lot-1, Block-57 in the Borough of Hightstown, Mercer County, New Jersey.

Beginning at the point of intersection of the southerly right of way line of Morrison Avenue (45.00 foot ROW) and the northerly right of way line of Railroad Avenue (35.00 foot ROW) and running; thence

1. South 71°55'40" West, along the northerly right of way line of Railroad Avenue, a distance of 11.33 feet to a point; thence
2. North 10°00'00" East, through Lot-1, Block-57, a distance of 5.33 feet to a point on the southerly right of way line of the aforementioned Morrison Avenue; thence
3. South 80°00'00" East, along the said line of Morrison Avenue, a distance of 10.00 feet to the point and place of Beginning.

Containing 28.67 square feet, or 0.0006 acres of land.

NOTES:

1. This drawing should not be scaled to locate improvements.
2. Only copies of the original of this plan clearly marked with the land surveyor's embossed seal shall be considered a valid copy.

Roberts
 PROFESSIONAL SURVEYOR
 CERTIFICATE OF AUTHORIZATION
 3464443700
 620 Whitehorse-Hamilton Square Rd
 Hightstown, New Jersey 08520
 609 286 048 fax 609 286 043

Ted W. Pivovarnick
Ted W. Pivovarnick
 N.J.P.L.S. Licence #35868 Date

Proposed Right of Way Easement Plan
 on Lot-1, Block-57 for
Borough of Hightstown
 Located in
 Hightstown Borough • Mercer County • New Jersey

FILE NUMBER	111803
TAX MAP	10000
TOWN	HIGHTSTOWN
DATE	8/7/21
SCALE	1"=25'



**THE BOROUGH OF HIGHTSTOWN
PLANNING BOARD**

156 Bank Street, Hightstown, NJ 08520
Phone: 609-490-5100 x617 Fax: 609-371-0267

TO: Peggy Riggio, Borough Clerk
FROM: Jane Davis, Planning Board Secretary
DATE: September 16, 2021
RE: Proposed changes to Borough Code Chapter 13 – Housing

At the September 13th, 2021 Meeting, the Planning Board reviewed and discussed the proposed ordinance changes to the Borough Code - Chapter 13. The Planning Board was in agreeance with all revisions as presented by George Chin, Construction Official. Please advise Council of our consensus to the amended version.

Thank you.

ORDINANCE 2021-14

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AMENDING CHAPTER 13, ENTITLED "HOUSING", OF THE *REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN*

WHEREAS, the Housing Inspector, in coordination with the Construction/Zoning Official recommends certain changes to the Housing ordinance of the Borough; and

WHEREAS, The Mayor and Council of Hightstown Borough have determined that said revision to the Housing ordinance is required pursuant to the request.

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

1. Section 1. The following subsections of Chapter 13, "Housing", of the *Revised General Ordinances of the Borough of Hightstown* are hereby amended and supplemented as follows (deletions in ~~strikeout~~ text, additions underlined):

Section 13-1

GENERAL PROVISIONS

Subsections:

13-1-1 Purpose.

13-1-2 Definitions and Word Usage.

Subsection 13-1-1 Purpose.

The purpose of this chapter shall be to establish and maintain every person's right to a decent home, located in a desirable, suitable and well-kept neighborhood environment; to establish minimum standards governing the required plumbing, heating and electrical facilities and their maintenance; to establish minimum standards governing the conditions and maintenance of dwellings and other structural things and conditions on the inside and outside of dwellings and the premises surrounding dwellings; to make dwellings safe, sanitary and fit for decent living; to establish minimum standards governing the conditions of dwellings offered for rent, fixing the responsibilities of both owners and occupants of dwellings; to authorize and command the inspection of dwellings and the condemnation of dwellings unfit for human habitation; and to fix the penalties for its violations.

However, the Borough, by this section, is not acting as a guarantor of the condition of any property insofar as any potential owner or occupant is concerned, nor shall the Borough be considered to be involved in any manner in the contractual relationships between parties buying, selling or renting property. Inspections by Borough officials are not a substitute for engineering or other inspections which may be required by contract in connection with a change in ownership or occupancy of any property. (1991 Code § 121-1; Ord. No. 823 § 1)

Subsection 13-1-2 Definitions and Word Usage.

a. Whenever the words "dwelling," "dwelling unit," "apartment," "living unit," "rooming house," "hotel," "motel," "rooming unit," "boardinghouse" and "premises" are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof."

b. As used in this chapter:

Basement shall mean that portion of a building located partly or wholly underground and having more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

Bathroom shall mean a room which has a floor area, including fixtures, of at least thirty-five (35) square feet and which contains a minimum of one (1) flush water closet, one (1) washbasin and one (1) bathtub or shower stall.

Bedroom shall mean a room or enclosed floor space within a dwelling unit used or designed to be used for sleeping, equipped with a privacy door (which does not have any keyed locks), at least one window allowing access to the outside, and having a ceiling height of at least seven feet over at least one-half of the floor area. Square footage for determining occupancy load shall not include bathrooms, kitchens, dining rooms, living rooms, family rooms, water closet compartments, walk-in closets, laundries, pantries, foyers, hallways or storage spaces.

Boardinghouse shall mean any private dwelling or dwelling unit where the owner, tenant or operator thereof is engaged in keeping one (1) or more roomers or boarders who are not husband and wife or son or daughter, mother or father or sister or brother of the owner, tenant or operator or of the spouse of the owner, tenant or operator and in serving food to some or all of such lodgers for a part of a day or longer period under expressed contract or rate of payment.

Building shall mean any building or structure or part thereof used for human habitation, use or occupancy, including any accessory buildings and appurtenances belonging thereto or usually enjoyed therewith.

Cellar shall mean that portion of a building located partly or wholly underground and having more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

Dwelling shall mean a building or structure or part thereof containing one (1) or more dwelling units or lodging units.

Dwelling unit shall mean an apartment, living unit or similar designation or any room or group of rooms or any part thereof located within a building and forming a single habitable unit with facilities which are used or designed to be used for living, sleeping, cooking and eating.

Garbage shall mean the animal and vegetable and other organic waste resulting from handling, preparation, cooking and consumption of food.

Habitable room shall mean a room or enclosed floor space within a dwelling unit used or designed to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, pantries, foyers or communicating corridors, closets and storage spaces.

Historic landmark shall mean any building, the location, design, setting, materials or workmanship of which is specifically definable, and which is:

- a. Of particular historic significance; or
- b. Associated with historic personages; or
- c. An embodiment of the distinctive characteristics of a type, period or method of architecture or engineering.

Housing Inspector shall mean the officer or officers who are authorized by the provisions of this chapter to exercise the powers prescribed herein.

Infestation shall mean the presence within or around a building of any insects, rodents or other pests.

Lodging shall mean rooming.

Lodging house shall mean any building or that part of any building containing one (1) or more lodging units, each of which is rented by one (1) or more persons who are not husband and wife or son or daughter, mother or

father or sister or brother of the owner or operator or of the spouse of the owner, tenant or operator.

Lodging unit shall mean a rented room or group of rooms containing no cooking facilities, used for living purposes by a separate family or group of persons living together, or by a person living alone, within a building.

Multiple dwelling or apartment house shall mean any dwelling containing more than three (3) dwelling units.

Occupant shall mean any person in actual possession of and living in the building or dwelling unit, including the owner.

Owner shall mean any person who, alone or jointly or severally with others:

a. Has legal title to any dwelling, dwelling unit, hotel, motel, rooming house, rooming unit or boardinghouse, with or without accompanying actual possession thereof.

b. Has charge, care or control of any dwelling or dwelling unit, hotel, motel, rooming house, rooming unit or boardinghouse as owner or agent of the owner or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall comply with the provisions of this chapter and the rules and regulations adopted pursuant thereto to the same extent as if he were owner.

Plumbing shall include all the supplied piping, facilities, fixtures and equipment; the house sewer from the septic tank, cesspool, curb or property line to the building foundation; the water service from the curb or property line to the building foundation; the system of soil, vent and waste pipes from their connection at the foundation to the house sewer to their connections to the various plumbing fixtures and to their termination through the roof; all hot- and cold-water lines in the dwelling or building; every plumbing fixture, trap, floor drain or any fixture directly or indirectly connected to the plumbing system; the gas piping from the gas meter to the connections to the various gas appliances; and any other similar supplied fixtures, together with all connections to water, sewer or gas lines.

Rubbish shall mean combustible and noncombustible waste material, including boxes, barrels, sticks, stones, bricks, bottles, cans, metal drums, iron pipe, cold sheet metal, old furniture, unused motor vehicles and boats, auto parts, filth, junk, trash, debris and old lumber or firewood, unless such lumber or firewood is neatly stacked or piled on a support or platform at least eight (8) inches above the ground. It shall also include any other articles which the Housing Inspector, in his judgment, declares to be "rubbish."

Smoke sensitive alarm device shall mean a fire alarm device capable of sensing visible or invisible particles of combustion and providing a suitable alarm audible in all sleeping areas.

Supplied shall mean paid for, furnished or provided by or under the control of the owner or operator.

Utilities shall include electric, gas heating, water and sewage services and equipment therefor. (1991 Code § 121-2; Ord. No. 823 § 2; Ord. No. 2002-20)

Section 13-2

ADMINISTRATION AND ENFORCEMENT

Subsections:

- 13-2-1 Administration.**
13-2-2 Enforcing Authority Designated.
13-2-3 Powers of Housing Inspector.

Subsection 13-2-1 Administration.

The Housing Inspector shall be responsible for the administration of the Housing Code. (1991 Code § 121-3)

Subsection 13-2-2 Enforcing Authority Designated.

The enforcing authority for the provisions of this chapter shall be the Housing Inspector, who shall be appointed by the Mayor and confirmed by the Borough Council pursuant to law for a term of one (1) year. (1991 Code § 121-4)

Subsection 13-2-3 Powers of Housing Inspector.

The Housing Inspector shall be authorized and empowered to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, including the following, in addition to others herein granted:

- a. To investigate dwelling conditions in the Borough in order to determine which dwellings therein are unfit for human habitation.
- b. To administer oaths and affirmations, examine witnesses and receive evidence.
- c. To enter upon premises for the purpose of making examination, provided that such entries are made in such manner as to cause the least possible inconvenience to the persons in possession.
- d. To appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purposes of this chapter.
- e. To delegate any of his functions and powers under this chapter to such officers and agents as he may designate. (1991 Code § 121-5)

Section 13-3

HOUSING STANDARDS FOR OWNER OCCUPIED UNITS AND RENTAL UNITS

Subsections:

13-3-00	Housing Standards for Owner Occupied Units and Rental Units.
13-3-1	Maintenance.*
13-3-2	Sump Pump and Sewer Line Clean-Outs.
13-3-3	Water Supply.
13-3-4	Plumbing and Heating.
13-3-5	Electrical.
13-3-6	Smoke and Carbon Monoxide Alarms Required.
13-3-7	Fences.
13-3-8	Use and Occupancy of Space.
13-3-9	Ventilation.
13-3-10	Historic Landmarks.
13-3-11	Egress
13-3-12	Signs

Subsection 13-3-00 Housing Standards for Owner Occupied Units and Rental Units.

Standards applicable to dwelling units which are owner-occupied and dwelling units and lodging units which are rented to tenants (all dwellings and dwelling units). (1991 Code AIV; Ord. No. 823 § 3)

Subsection 13-3-1 Maintenance.*

a. Every foundation, floor, wall, ceiling, door, window, roof or other part of a building shall be maintained in a safe, sanitary, and structurally sound condition so as not to pose a threat to the public health, safety or welfare, and capable of the use intended by its design. Any exterior part or parts thereof shall be maintained weatherproof and properly surface-coated where required to prevent deterioration.

b. Every inside and outside stairway, every porch and every appurtenance thereto shall be so constructed as to be safe to use and capable of safely supporting the imposed dead and live loads and shall be kept in sound condition and good repair. As of the effective date of this section, every stairway having four (4) or more risers shall be properly bannistered and safely balustraded pursuant to the Uniform Construction Code of the State of New Jersey.

c. Every porch, balcony, roof or similar place higher than thirty (30) inches above the ground used for egress or for use by occupants shall be provided with adequate railings or parapets. Such protective railings or parapets shall be properly balustraded and shall not be less than three (3) feet in height.

d. Every roof, wall, window, exterior door and hatchway shall be free from holes or leaks that would permit the entrance of water within a dwelling or be a cause of dampness.

e. Every dwelling shall be free from rodents, vermin and insects. Rodent or vermin extermination and rodent-proofing may be required by the Health Department.

f. Every building, dwelling, dwelling unit, and all other areas of the premises shall be clean and free from garbage or rubbish and hazards to safety. Lawns, hedges and bushes shall be kept trimmed and not permitted to become overgrown, thereby becoming a hazard to the public health, safety and welfare. Dead or broken limbs which may pose a threat to the safety and welfare of the public shall be removed.

g. The Housing Inspector may order the owner to clean, repair, paint, whitewash or paper any walls or ceilings within a dwelling which have deteriorated so as to provide a harborage for rodents or vermin.

h. Every sidewalk, walkway and driveway shall be maintained in such a manner as not to pose a safety hazard. There must be at least seven (7) foot clearance from the sidewalk to the lowest tree branch overhanging the sidewalk, and shrubbery must not overhang or obstruct the sidewalk.

i. All chimneys, smokestacks and similar appurtenances shall be maintained structurally safe, sound and in good repair. Various and sundry outbuildings, garages and sheds shall be maintained so as to be safe, and any exterior part or parts thereof shall be maintained weatherproof and properly surface-coated where required to prevent deterioration. All sheds erected after the effective date of this section shall be safely anchored. (1991 Code § 121-6; Ord. No. 823 § 3; Ord. No. 2010-05)

* **Editor's Note:** For additional regulations on property maintenance, see Chapter XIV.

Subsection 13-3-2 Sump Pump and Sewer Line Clean-Outs.

No sump pump shall be connected to any sanitary sewer line within the Borough. All sewer line clean-outs shall be at least one (1) foot above floor level. This subsection shall be enforced by the Housing Inspector or the Superintendent of the Advanced Wastewater Treatment Plant in accordance with the provisions of subsection 19-3.1g. of Chapter XIX governing wastewater discharges. Certificates of Compliance, pursuant to Sections 13-7 and 13-8 of this chapter shall be not issued prior to compliance with the provisions of subsection 19-3.1g. of Chapter XIX. (1991 Code § 121-7; Ord. No. 823 § 3; Ord. No. 94-6 § 3)

Subsection 13-3-3 Water Supply.

Every dwelling and dwelling unit shall be provided with a safe supply of potable water meeting the standards set forth in the Potable Water Standards as published by the New Jersey Department of Environmental Protection and Energy. (1991 Code § 121-8; Ord. No. 823 § 3)

Subsection 13-3-4 Plumbing and Heating.

a. All plumbing and heating systems shall be in satisfactory working order.

b. No room heater, heating stove, space heater or tank water heater designed for the use of kerosene, gasoline, oil, gas, wood, coke, charcoal or coal as a fuel shall be used in any dwelling or dwelling unit unless it has an approved direct smoke pipe or flue connection to a properly constructed chimney capable of carrying all of the products of combustion to the outside air. (1991 Code § 121-9; Ord. No. 823 § 3)

Subsection 13-3-5 Electrical.

The electrical system shall be in proper working order so as not to pose a threat of electrical shock, fire or other hazard. All Ground fault Interrupt Outlets shall function as designed. All plates and covers shall be in place. No extension cords shall be connected to appliances and/or air conditioners, with the exception of use of a portable generator in times of emergency. (1991 Code § 121-10; Ord. No. 823 § 3; Ord. No. 2015-22)

Subsection 13-3-6 Smoke and Carbon Monoxide Alarms Required.

All dwellings and dwelling units shall have a ~~smoke-sensitive alarm device~~ **10-year sealed battery-powered single station, or hardwired if required at time of construction, smoke alarms shall be installed** on each level of the structure and outside each separate sleeping area and located on or near the ceiling in accordance with P.L. 1991, c. 92. A carbon monoxide detector must be located outside all sleeping areas. (1991 Code § 121-11; Ord. No. 823-3; Ord. No. 2015-22) **Tenants/residents shall test monthly to confirm operating and functional.**

Subsection 13-3-7 Fences.

Every fence shall be maintained and kept in a condition which shall not pose structural, health or safety dangers. (1991 Code § 121-12; Ord. No. 823-3)

Subsection 13-3-8 Use and Occupancy of Space.

a. It shall be the responsibility of the owner **and/or tenant** to ensure that the maximum number of occupants in a dwelling unit shall not exceed the following standard:

1. Every dwelling unit shall contain at least one hundred fifty (150) square feet of **common area (living room, dining room, etc)** floor space for the first occupant thereof and at least one hundred (100) additional square feet of floor space for every additional occupant thereof, such floor space is to be calculated on the basis of total **common area, excluding kitchens, bathrooms, water closet compartments, laundries, pantries, foyers, corridors, closets and storage spaces.**
1. Every room in a dwelling unit occupied for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor space, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least **an additional fifty (50) square feet of floor space for each the second occupant thereof.** Under no circumstances shall there be more than two (2) occupants in each bedroom of a dwelling unit. Children under the age of two (2) shall not be considered to be additional occupants.
2. Notwithstanding the foregoing, in every lodging unit every room occupied for sleeping purposes by one (1) occupant shall contain at least eighty (80) square feet of floor space, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least sixty (60) square feet of floor space for each occupant thereof.

c. At least one-half (1/2) of the floor area of every habitable room shall have a ceiling height of at least seven (7) feet. The floor area of that part of any room where the ceiling is less than five (5) feet shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof.

d. No room in a dwelling unit may be used for sleeping if the floor level of the room is lower than three and one-half (3 ½) feet below the average grade of the ground adjacent to and within fifteen (15) feet of the exterior walls of the room.

e. A room located below the level of the ground but with the floor level less than three and one-half (3 ½) feet below and the average grade of the ground adjacent to and within fifteen (15) feet of the exterior walls of the room may be used for sleeping, provided that the walls and floor thereof in contact with the earth have been damp proofed in accordance with a method approved by the Housing Inspector and that the windows thereof are at least fifteen (15) feet from the nearest building or wall.

f. Keyed and/or combination locks on interior doors are prohibited. Privacy locks are allowed on bedroom doors, provided that the lock can be opened easily and without the use of force from the outside of the room, or from any hallway or common area, in the event of emergency.

g. Non-habitable spaces, including storage and closet areas, kitchens, hallways and all portions of living rooms, dining rooms, dens, enclosed porches, attics and basements, shall not be used as bedrooms or otherwise occupied for sleeping purposes; notwithstanding the foregoing, attics and basements may be used as bedrooms if they have been rendered habitable pursuant to all requirements of the State Housing Code.

h. The number of bedrooms in a dwelling unit is determined by the number of bedrooms on the tax records for the property.

- i. The bedroom cannot be used to pass through to another habitable space, bedroom or kitchen.

j. Overcrowding – The following factors may be considered by the Housing Inspector as rebuttable presumption of overcrowding, as that term is defined by this chapter and shall support the issuance of a summons and complaint by the Housing Inspector, without first issuing a notice of violation:

1. The occupying of areas of a rental dwelling unit prohibited pursuant to section 13-3-8(g) of this chapter, such as basements and attics;
2. The location of mattresses or bedding materials in areas of a dwelling unit prohibited for occupancy pursuant to section 13-3-8(g); and
3. The existence of cooking appliances, and/or refrigeration units, (excluding freezer appliances) in inappropriate areas of a dwelling unit in addition to those located in the kitchen, as determined by the Housing Inspector.

(1991 Code § 121-13; Ord. No. 823 § 3; Ord. No. 2010-05; Ord. No. 2014-14; Ord. No. 2015-22)

Subsection 13-3-9 Ventilation.

All dwellings shall be adequately ventilated; every bathroom and water closet compartment shall have ventilation provided either by a window, skylight or mechanical ventilation system. (1991 Code § 121-14; Ord. No. 823 § 3)

Subsection 13-3-10 Historic Landmarks.

Upon written request of the property owner, an historic landmark may be exempted by the Housing Inspector from strict compliance with the requirements of this chapter if such strict compliance would compromise the historic significance of the property; provided, however, that no exemption shall be granted which, in the opinion of the Housing Inspector, would create a health or safety hazard or allow such a hazard to continue. (1991 Code § 121-15; Ord. No. 823 § 3)

Subsection 13-3-11 Egress

All exit doors shall be readily opened from the side from which egress is to be made, without the use of a key, unless the key is permanently affixed in the lock, and without use of a combination lock, electronic code or similar special knowledge or effort. (Ord. No. 2002-20)

Subsection 13-3-12 Signs

a. Posting of signs for rent, or advertising room or rooms for rent by any means of publication (whether through broadcast media, print media, or by electronic means, including the internet), is prohibited for any property in the Borough of Hightstown for which no license has been issued in accord with Sections 4-1, 13-8, and 13-10 of this Code to qualify that property as a boarding house, rooming house, or rooming unit.

b. Posting of signs, or advertising an apartment or house for rent by any means of publication (whether through broadcast media, print media, or by electronic means, including the internet), is prohibited for any property in the Borough of Hightstown for which a Rental Certificate of Compliance has not been issued by the Housing Inspector, pursuant to Subsection 13-8-1 of this Code. (Ord. No. 2010-05)

Section 13-4

ADDITIONAL HOUSING STANDARDS FOR RENTAL UNITS

Subsections:

- 13-4-1 Required Facilities.**
- 13-4-2 Ventilation and Glass.**
- 13-4-3 Lighting.**
- 13-4-4 Minimum Standards for Heating.**
- 13-4-5 Egress.**
- 13-4-6 Water Damage.**
- 13-4-7 Additional Maintenance Requirements.**
- 13-4-8 Additional Responsibilities Concerning Garbage, Rubbish and Recyclable Materials.**
- 13-4-9 Additional Responsibilities Concerning Insects and Rodents.**
- 13-4-10 Owner Responsible.**

Subsection 13-4-1 Required Facilities.

a. Every foundation, floor, wall, ceiling, door, window, roof or other part of a building in a dwelling unit, hotel, motel and rooming house, shall be maintained in a safe, sanitary, and structurally sound condition so as not to pose a threat to the public health, safety or welfare, that is, free from cracks, holes, breaks, split or splintering boards on woodwork, loose plaster, flaking or peeling paint or other materials. Loose or defective sections shall be removed and replaced so that the sound material is flush and smooth. Floors, walls, ceilings and other exposed surfaces shall be kept clean, free from visible foreign matter, and sanitary at all times. If necessary to accomplish the foregoing, these surfaces shall be kept well painted, whitewashed, papered, covered or treated with ceiling material or other coating as needed. The original design and material shall be matched as near as reasonably possible and when completed shall be aesthetically acceptable. Any exterior part or parts thereof shall be maintained weatherproof and properly surface-coated where required to prevent deterioration.

b. All plumbing fixtures shall function perfectly at all times. The finish of toilets, sinks and tubs shall not be chipped or cracked and shall have a smooth finish. There shall not be any leaks, clogs or broken handles on any fixture. All plumbing fixtures and all floors, walls and ceilings in any room containing plumbing fixtures shall be kept in a sanitary condition at all times.

c. Every water closet compartment floor and bathroom floor shall be constructed and maintained so as to be reasonably impervious to water and permit such floor to be kept in a clean condition.

d. In dwellings containing two (2) or more dwelling units having a common source of heat for domestic hot water, it shall be the responsibility of the owner to make provision for the proper operation of such facilities at all times.

e. Every roof, wall, window, exterior door and hatchway shall be free from holes or leaks that would permit the entrance of water within a dwelling or be a cause of dampness.

f. Every foundation, floor and wall of a dwelling shall be free from chronic dampness.

g. No owner or occupant shall cause any services, facilities, equipment or utilities which are required under this chapter to be removed from, shut off or discontinued in any occupied dwelling let or occupied by him, except for such temporary interruption as may be necessary while actual repairs or alterations are in process or during temporary emergencies when discontinuance of service is authorized by the Housing Inspector. If any service or utility which the owner has agreed to supply is discontinued, the owner shall take immediate steps to cause the restoration of any such service or utility, unless the owner can prove that the tenant has agreed to supply such service or utility. (1991 Code § 121-16; Ord. No. 823 § 3)

Subsection 13-4-2 Ventilation and Glass.

a. Means of ventilation shall be provided for every habitable room. Such ventilation may be provided either by an easily operable window or skylight having an openable area of at least forty-five (45%) percent of the minimum window area or minimum skylight area as required by this section or by other means acceptable to the Housing Inspector which will provide at least two (2) air changes per hour.

b. Means of ventilation shall be provided for every bathroom or water closet compartment. Such ventilation may be provided either by an easily operable window or skylight having an openable area of at least forty-five (45%) percent of the minimum window area or minimum skylight area as required by this section or by other means acceptable to the Housing Inspector which will provide at least six (6) air changes per hour.

c. All glass panes will be free from cracks and breaks. All panes will be securely anchored and properly glazed within their frames. All voids and cracks around window frames which may allow the entrance of weather or insects shall be sealed. All ground-level windows shall be equipped with latches.

d. Every openable window, exterior door, skylight and other opening to the outdoors shall be supplied with properly-fitting screens in good repair from May 1 to October 1 of each year. Such screens shall have a mesh of not less than No. 16. (1991 Code § 121-17; Ord. No. 823 § 3)

Subsection 13-4-3 Lighting.

a. Every habitable or occupiable room shall have lights available at all times, with an illumination of at least six (6) footcandles. Every required exit shall have lights available at all times, with an illumination of at least three (3) footcandles. All such light shall be measured thirty (30) inches from the floor at the center of the exit.

b. Every habitable room shall have at least one (1) window or skylight facing directly to the outdoors. The minimum total window or skylight area, measured between stops, for every habitable room shall be ten (10%) percent of the floor area of such room. Whenever walls or other portions of structures face a window of any habitable room and are located less than three (3) feet from the window and extend to a level above that of the ceiling of the room, such a window shall not be included in calculating the required minimum total window area. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight shall equal at least fifteen (15%) percent of the total floor area of such room. Skylight-type windows existing on December 1, 1971, may, if less than fifteen (15%) percent of the total floor space, be increased to fifteen (15%) percent, but no skylight-type window shall be installed in lieu of a window where a skylight has not previously existed.

c. Every dwelling shall be provided with electric service.

d. Every habitable room shall contain at least two (2) separate wall-type electric convenience outlets or one (1) such convenience outlet and one (1) ceiling or wall-type electric light fixture. Every such outlet and fixture shall be connected to the source of electric power. No temporary wiring shall be used, except extension cords which run directly from portable electrical fixtures to convenience outlets and which do not lie under rugs or other floor coverings nor extend through doorways, transoms or other openings through structural elements.

e. Every portion of each staircase, hall, cellar, basement, landing, furnace room, utility room and all similar nonhabitable space located in a dwelling shall have either natural or artificial light available at all times, with an illumination of at least two (2) footcandles in the darkest portions.

f. Every portion of any interior or exterior passageway or staircase common to two (2) or more families in a dwelling shall be illuminated naturally or artificially at all times with an illumination of at least two (2) footcandles in the darkest portion of the normally traveled stairs and passageways. In dwellings comprising two (2) dwelling units, such illumination shall not be required at all times if separate switches, convenient and readily accessible to each dwelling unit, are provided for the control of such artificial light by the occupants thereof.

g. Every bathroom and water closet compartment shall have either natural or artificial light available at all times, with an illumination of at least three (3) footcandles. Such light shall be measured thirty-six (36) inches from the floor

at the center of the room. Artificial lighting shall be controlled by a wall switch located so as to avoid danger of electrical hazards. (1991 Code § 121-18; Ord. No. 823 § 3)

Subsection 13-4-4 Minimum Standards for Heating.

a. When any part of any premises shall be rented to another for habitation, the premises so rented shall be served by a heating system which can provide heat sufficient to maintain a minimum inside temperature of sixty-eight (68E) degrees Fahrenheit in all habitable rooms, measured at least one (1) foot away from any surface at the coldest portion of the space subject to regular use by occupants of any room when the average temperature outside the rented premises within a twenty-four (24)-hour period is below fifty-five (55E) degrees Fahrenheit.

b. When the heating system is not controlled by the person renting the premises, the owner shall be responsible for providing that, from October 1 of each year to the next succeeding May 1, every unit of dwelling space and every habitable room therein shall be maintained at a temperature of at least sixty-eight (68E) degrees Fahrenheit between the hours of 6:00 a.m. and 11:00 p.m. and at least sixty-five (65E) degrees between the hours of 11:00 p.m. and 6:00 a.m. Such levels of heat shall also be provided by the owner between May 1 and the next succeeding October 1 during any period in which the average temperature outside the rented premises within a twenty-four (24)-hour period is below sixty-five (65E) degrees Fahrenheit. (1991 Code § 121-19; Ord. No. 823 § 3)

C. If heat is not operating properly to maintain required temperature the landlord is responsible for relocation of tenants until heat is restored.

Subsection 13-4-5 Egress.

a. Every dwelling, dwelling unit or lodging unit shall have safe and unobstructed means of egress. Each means of egress shall not be through any other dwelling unit or part thereof and shall lead to a safe and open space at ground level accessible to a street.

b. A room used for sleeping purposes under the provisions of this chapter shall be provided with a safe and unobstructed means of egress leading directly to an outside area accessible to a street. (1991 Code § 121-20; Ord. No. 823 § 3)

Subsection 13-4-6 Water Damage.

Every roof, wall, window, exterior door, foundation and hatchway shall be free from holes or leaks that would permit the entrance of water within a dwelling or be a cause of dampness. (1991 Code § 121-21; Ord. No. 823 § 3)

Subsection 13-4-7 Additional Maintenance Requirements.

a. The Housing Inspector may order the owner to clean, repair or paint any walls or ceilings within a dwelling when such walls or ceiling have become stained or soiled, or the plaster, wallboard or other covering has become loose or badly cracked or missing.

b. All exterior parts of the structure which are subject to corrosion shall be kept painted and the Housing Inspector may order the owner to paint the exterior of the premises when the painting is necessary in order to retard leakage, deterioration or excessive dampness.

c. Nothing herein shall be construed so as to place upon a nonresident owner the responsibility of a tenant to keep in a clean and sanitary condition that part of the dwelling which the tenant occupies and controls.

d. No owner shall let to an occupant any vacant dwelling, dwelling unit or lodging unit unless it is clean and sanitary.

e. Every owner of a dwelling containing three (3) or more dwelling or lodging units shall comply with all maintenance requirements of Title 5, Chapter 10 of the New Jersey Administrative Code as they pertain to multiple dwellings. In the event any of the requirements set forth therein are less strict than the requirements of this chapter, this chapter shall control. (1991 Code § 121-22; Ord. No. 823 § 3)

Subsection 13-4-8 Additional Responsibilities Concerning Garbage, Rubbish and Recyclable Materials.

a. In dwellings containing no more than three (3) dwelling units, it shall be the responsibility of the occupant of each dwelling unit to furnish such receptacles outside the dwelling unit as are needed for the storage of garbage, rubbish and recyclable materials until removed from the premises. In lodging houses and in dwellings containing four (4) or more dwelling units, it shall be the responsibility of the owner to furnish such receptacles outside the lodging units or dwelling units as are needed for the storage of garbage, rubbish and recyclable materials until removal from the premises.

b. Every occupant of a dwelling unit in a dwelling containing no more than three (3) dwelling units shall be responsible, unless provided for otherwise under a lease agreement, for the periodic removal of all garbage, rubbish and recyclable materials from the premises each week in accordance with the regulations of the Borough for the collection of garbage, rubbish and recyclable materials.

c. Every occupant of a dwelling unit shall dispose of all solid wastes in the manner required by Chapter XVIII. (1991 Code § 121-23; Ord. No. 823 § 3)

Subsection 13-4-9 Additional Responsibilities Concerning Insects and Rodents.

Every occupant of a dwelling unit in a dwelling containing more than one (1) dwelling unit shall be responsible for extermination of any insects, rodents or other pests whenever his dwelling unit is the only one infested. Notwithstanding the foregoing provisions, whenever infestation is caused by failure of the owner to maintain a dwelling in a rat-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two (2) or more dwelling units in any dwelling or in the common parts of any dwelling containing two (2) or more dwelling units, extermination thereof shall be the responsibility of the owner. (1991 Code § 121-24; Ord. No. 823 § 3)

Subsection 13-4-10 Owner Responsible.

The owner shall be responsible for compliance with all of the provisions of this chapter not specified as the responsibility of the occupant. (1991 Code § 121-25; Ord. No. 823 § 3)

The owner shall be responsible to relocate tenants if violations and/or emergency causes dwelling unit to be deemed un-inhabitable.

Section 13-5

INSPECTIONS; NOTICE; HEARINGS

Subsections:

- 13-5-1 Promulgation of Rules and Regulations.
- 13-5-2 Inspections.
- 13-5-3 Access to Premises.

- 13-5-4 Search Warrants.**
13-5-5 Notice of Violation.
13-5-6 Hearings.

Subsection 13-5-1 Promulgation of Rules and Regulations.

The Housing Inspector may make rules and regulations which interpret or amplify any provision of this chapter or for the purpose of making the provisions of this chapter more effective. No regulation shall be inconsistent with or alter or amend any provision of this chapter, and no regulation shall impose any requirement which is in addition to or greater than the requirements that are expressly or by implication imposed by any provision of this chapter. Rules and regulations shall be subject to the same penalty as other violations of this chapter. (1991 Code § 121-17)

Subsection 13-5-2 Inspections.

The Housing Inspector or his agents or employees shall make inspections to determine the condition of dwellings, dwelling units, rooming units and premises located within the Borough. For the purpose of making inspections, the Housing Inspector or his agents are authorized to enter and examine any dwelling, dwelling unit, rooming unit or premises at such reasonable hours as the circumstances of the case permit. This subsection shall not be construed to prohibit the entry of the Housing Inspector or his agents at any time when an actual emergency exists which tends to create a danger to public health or safety or at any time when an inspection is requested by an owner or occupant. (1991 Code § 121-18)

Subsection 13-5-3 Access to Premises.

Upon presentation of proper identification, the owner, occupant or person in charge of a dwelling, dwelling unit or rooming unit shall give the Housing Inspector or his agents free access to the premises for the purpose of inspection or of making any repairs or alterations which are necessary to effect compliance with this chapter. (1991 Code § 121-19)

Subsection 13-5-4 Search Warrants.

The Housing Inspector or his agents may, upon affidavit, apply to the Judge of the Municipal Court for a search warrant setting forth factually the actual conditions and circumstances that provide a reasonable basis for believing that a nuisance or violation of this chapter exists on the premises, and if the Judge of the Municipal Court is satisfied as to the matter set forth in the affidavit, he shall authorize the issuance of a search warrant permitting access to and inspection of that part of the premises on which the nuisance or violation exists. Search warrants may also be applied for and obtained as part of a general program of inspections, for which program reasonable grounds exist. (1991 Code § 121-20)

Subsection 13-5-5 Notice of Violation.

a. Whenever the Housing Inspector determines that there are reasonable grounds to believe that there has been a violation of any provision of this chapter or of any rule or regulations adopted pursuant thereto, he shall give notice of the alleged violation to the person responsible therefor as hereinafter provided. The notice shall:

1. Be written.
2. Include a statement of the reasons why it is being issued.
3. Allow a reasonable time for the performance of any act it requires.
4. Be served upon the owner or his agent or the occupant, as the case may require, provided that notice

shall be deemed to be properly served upon such owner or agent or upon such occupant personally if a copy thereof is sent by certified mail to his last known address or if a copy thereof is posted in a conspicuous place in or about the dwelling affected by the notice or if he is served with such notice by any other method authorized or required under the laws of this State.

b. The notice may contain an outline of remedial action which, if taken, will effect compliance with the provisions of this chapter and with rules and regulations adopted pursuant thereto. (1991 Code § 121-21)

Subsection 13-5-6 Hearings.

Any person affected by any notice which has been issued in connection with the enforcement of any provision of this chapter or of any rule or regulation adopted pursuant thereto may request and shall be granted a hearing on the matter before the Housing Inspector, provided that such person files in the office of the Housing Inspector a written petition requesting a hearing and setting forth a brief statement of the grounds therefor within ten (10) days after the day the notice is served. Upon receipt of the petition, the Housing Inspector shall set a time and place for the hearing and shall give the petitioner written notice thereof. At the hearing the petitioner shall be given an opportunity to be heard and to show why the notice should be modified or withdrawn. The hearing shall be commenced no later than ten (10) days after the day on which the petition is filed, provided that, upon application of the petitioner, the Housing Inspector may postpone the date of the hearing for a reasonable time beyond the ten (10)-day period if, in his judgment, the petitioner has submitted a good and sufficient reason for the postponement. After the hearing, the Housing Inspector shall sustain, modify or withdraw the notice, depending upon his findings as to whether the provisions of this chapter and the rules and regulations adopted pursuant thereto have been complied with. If the Housing Inspector sustains or modifies the notice, it shall be deemed to be an order. Any notice served pursuant to this section shall automatically become an order if a written petition for a hearing is not filed in the office of the Housing Inspector within ten (10) days after the notice is served. The proceedings at the hearing, including the findings and the decision of the Housing Inspector, shall be summarized, reduced to writing and entered as a matter of public record in the office of the Housing Inspector. The record shall also include a copy of every notice or order issued in connection with the matter. Any person aggrieved by the decision of the Housing Inspector may seek relief therefrom in any court of competent jurisdiction as provided by the laws of the State. Whenever the Housing Inspector finds that an emergency exists which requires immediate action to protect public health or safety, he may, without notice or hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as he deems necessary to meet the emergency. Notwithstanding the other provisions of this section, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately but, upon petition to the Housing Inspector shall be afforded a hearing as soon as possible. After such hearing, depending upon his findings as to whether the provisions of this chapter and of the rules and regulations adopted pursuant thereto have been complied with, the Housing Inspector shall continue such order in effect, modify it or revoke it. (1991 Code § 121-22)

Section 13-6
UNFIT BUILDINGS

Subsections:

- 13-6-1** **Legislative Findings; Purpose.**
- 13-6-2** **Definitions.**
- 13-6-3** **Powers of the Housing Inspector.**
- 13-6-4** **Standards for Finding of Unfitness.**
- 13-6-5** **Petition; Issuance of Complaint; Hearing.**
- 13-6-6** **Order for Abatement or Demolition.**
- 13-6-7** **Failure to Comply with Order.**
- 13-6-8** **Removal or Demolition by Borough.**
- 13-6-9** **Damaged Buildings; Repair or Demolition by Borough.**
- 13-6-10** **Recovery of Costs.**
- 13-6-11** **Summary Judgment.**
- 13-6-12** **Service of Complaints or Orders.**
- 13-6-13** **Compliance Required.**
- 13-6-14** **Remedies; Injunctive Relief.**

Subsection 13-6-1 Legislative Findings; Purpose.

It is hereby found that there exist in the Borough buildings that are unfit for human habitation or occupancy, or use, due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, lack of ventilation, light or sanitation facilities, or due to other conditions rendering such buildings, or parts thereof, unsafe and unsanitary, or dangerous or detrimental to the health or safety or otherwise inimical to the welfare of the residents of the Borough. It is hereby declared that this section is in the exercise of the police powers of the municipality to repair, close or demolish, or cause or require the repairing, closing or demolition of such building or buildings, or parts thereof, in the manner herein provided. (1991 Code § 121-32; Ord. No. 823 § 5)

Subsection 13-6-2 Definitions.

As used in this section:

Building shall mean any building or structure, or part thereof, used for human habitation or otherwise, or intended to be so used, including any outhouses and appurtenances belonging thereto or usually adjoined therewith.

Housing Inspector shall mean the Housing Inspector and such assistants as shall be designated in writing.

Owner shall mean the holder or holders of the title in fee simple.

Parties in interest shall mean all individuals, associations and corporations who have interest of record in a dwelling, and any who are in possession thereof.

Public authority shall mean any authority having jurisdiction in the municipality or any officer who is in charge of any department or branch of the government of the Borough of the County or the State relating to health, fire or building regulations, or to other activities concerning dwellings in the Borough. (1991 Code § 121-33; Ord. No. 823 § 5)

Subsection 13-6-3 Powers of the Housing Inspector.

The Housing Inspector is hereby authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this section, including the following powers in addition to others granted herein:

- a. To investigate the building conditions in the municipality in order to determine which buildings therein are unfit for human habitation, occupancy or use.
- b. To administer oaths and affirmations, examine witnesses and receive evidence.
- c. To enter upon premises for the purpose of making examinations with the consent of the owner, his designated agent or occupant thereof, or failing that, pursuant to a properly issued search warrant in such manner as to cause the least possible inconvenience to the persons in possession.
- d. To appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purposes of this section.
- e. To delegate any of his functions and powers under this section to such officers and agents as he may designate. (1991 Code § 121-34; Ord. No. 823 § 5)

Subsection 13-6-4 Standards for Finding of Unfitness.

The Housing Inspector may determine that a building is unfit for human habitation, occupancy or use if he finds that conditions exist in such building which are dangerous and injurious to the health or safety of the occupants of such building, the occupants of neighboring buildings or other residents of the Borough. Such conditions may include defects therein increasing the hazards of fire, accident or other calamity; lack of adequate ventilation, light or sanitary facilities; dilapidation; disrepair; structural defects; and uncleanliness. (1991 Code § 121-35; Ord. No. 823 § 5)

Subsection 13-6-5 Petition; Issuance of Complaint; Hearing.

A petition may be filed with the Housing Inspector by a public authority or by at least five (5) residents of the Borough charging that any dwelling is unfit for human habitation as defined in this section. The Housing Inspector shall then undertake a preliminary investigation of the dwelling which is the subject of the petition. The Housing Inspector may, on his own motion, conduct a preliminary investigation whenever it appears to the Housing Inspector that any dwelling is unfit for human habitation. The Housing Inspector shall issue and cause to be served upon the owner and parties in interest of such a dwelling, as defined in subsection 13-6.2, a complaint if the preliminary investigation discloses a basis for such charges. The complaint must state the charges and contain a notice that a hearing will be held before the Housing Inspector at a place identified in the complaint not less than seven (7) days nor more than thirty (30) days after the serving of the complaint, and that the owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the time and place identified in the complaint. The rules of evidence prevailing in the courts need not control in hearings before the Housing Inspector. (1991 Code § 121-36; Ord. No. 823 § 5)

Subsection 13-6-6 Order for Abatement or Demolition.

If, after notice and hearing, the Housing Inspector determines that the dwelling under consideration is unfit for human habitation, he shall state, in writing, his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof and parties in interest an order requiring:

- a. The repair, alteration or improvement of the building to be made by the owner, within a reasonable time, which shall be set forth in the order, or, at the option of the owner, that the owner vacate or have the building vacated and closed within the time set forth in the order.
- b. If the building is in such condition as to make it dangerous to the health and safety of persons on or near the premises and the owner fails to repair, alter or improve the building within the time specified in the order, that the owner shall remove or demolish the building within a reasonable time as specified in the order issued by the Housing Inspector. (1991 Code § 121-37; Ord. No. 823 § 5)

Subsection 13-6-7 Failure to Comply with Order.

If the owner fails to comply with an order to repair, alter or improve, or at the option of the owner, to vacate and close the building, the Housing Inspector may cause such building to be repaired, altered or improved or to be vacated, closed and boarded up, and may order utilities disconnected if the dwelling is to be vacated, closed and boarded up. The Housing Inspector may post a placard on the main entrance of any building with the following language: "This building is unfit for human habitation or occupancy or use; the use or occupation of this building is prohibited and unlawful." (1991 Code § 121-38; Ord. No. 823 § 5)

Subsection 13-6-8 Removal or Demolition by Borough.

If the owner fails to comply with an order to remove or demolish the building, the Housing Inspector, with the approval of the Borough Council, may cause such building to be removed or demolished or may contract for the removal or demolition thereof after advertisement and receipt of bids therefor. (1991 Code § 121-39; Ord. No. 823 § 5)

Subsection 13-6-9 Damaged Buildings; Repair or Demolition by Borough.

Any building or buildings, or parts thereof, which have been damaged to such an extent that nothing remains but the walls, or parts of the walls and other supports, shall, regardless of the safety and sturdiness of those remaining walls or parts thereof, be deemed inimical to the welfare of the residents of the municipality wherein it is located, and the municipality may exercise its police powers to repair, demolish, or cause the repairing or demolishing of the building or buildings, or parts thereof, pursuant to P.L. 1942, (c. 112 C. 40:48-2.3 et seq.), and the procedures set forth therein. (1991 Code § 121-40; Ord. No. 823 § 5)

Subsection 13-6-10 Recovery of Costs.

a. The amount of:

1. The cost of the filing of legal papers, expert witnesses' fees, search fees and advertising charges incurred in the course of any proceeding taken under this section shall be determined in favor of the Borough.

2. The cost of repairs, alterations, improvements, vacating, closing, boarding up, removal or demolition, if any, shall be a municipal lien against the real property upon which such cost was incurred. If any money is realized from the sale of materials derived from such building or from any contract for removal or demolition thereof, the amount of the money thus realized shall be deducted from the costs incurred which shall be a municipal lien against the real property.

b. If the building is removed or demolished by the Housing Inspector, he shall sell the materials of such building. There shall be credited against the cost of removal or demolition thereof, including the clearance and, if necessary, levelling at the site, the proceeds of any sale of such materials or any sum derived from any contract for the removal or demolition of the building. If there are no such credits or if the sum total of such costs exceeds the total of such credits, a detailed statement of the aforesaid costs and the amount so due shall be filed with the Municipal Tax Assessor or other custodian of the records of tax liens, and a copy thereof shall be forthwith forwarded to the owner by registered mail. If the total of the credits exceeds such costs, the balance remaining shall be deposited in the Superior Court by the Housing Inspector, shall be secured in such manner as may be directed by such Court and shall be disbursed according to the order or judgment of the Court to the persons found to be entitled thereto by final order or judgment of such Court. Any owner or party in interest may, within thirty (30) days from the date of the filing of the lien certificate, proceed in a summary manner in the Superior Court to contest the reasonableness of the amount or the accuracy of the costs set forth in the municipal lien certificate.

c. Nothing in this section shall be construed to impair or limit in any way the power of the Borough to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

d. Nothing in this section is intended to limit the authority of the Construction Official under the "State Uniform Construction Code Act", N.J.S. 52:27D-119 et seq. or any rules or regulations adopted thereunder. (1991 Code § 121-41; Ord. No. 823 § 5)

Subsection 13-6-11 Summary Judgment.

If an actual and immediate danger to life is posed by the threatened collapse of any fire-damaged or other structurally unsafe building, the Housing Inspector may, after taking such measures as may be necessary to make such building temporarily safe, seek a judgment in summary proceedings for the demolition thereof. (1991 Code § 121-42; Ord. No. 823 § 5)

Subsection 13-6-12 Service of Complaints or Orders.

Complaints or orders issued by the Housing Inspector pursuant to this section shall be served upon any person either personally or by certified mail, but if the whereabouts of such person is unknown and the same cannot be ascertained by the Housing Inspector in the exercise of reasonable diligence and the Housing Inspector makes an affidavit to that effect, then the serving of the complaint or order upon such person may be made by publishing the same once each week for two (2) successive weeks in a newspaper having circulation in the Borough. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order, and a copy of the complaint or order shall be duly recorded or lodged for record with the Mercer County Recording Officer. (1991 Code § 121-43; Ord. No. 823 § 5)

Subsection 13-6-13 Compliance Required.

No person shall occupy as owner or occupant or rent to another for occupancy any dwelling or dwelling unit for the purpose of living therein which does not conform to the provisions of this section, which is established as the standard to be used in determining whether a dwelling is safe, sanitary and fit for human habitation. (1991 Code § 121-44; Ord. No. 823 § 5)

Subsection 13-6-14 Remedies; Injunctive Relief.

Any person aggrieved by an order issued by the Housing Inspector under this section may, within sixty (60) days after the posting and service of such order, bring an action for injunctive relief to restrain the Housing Inspector from carrying out the provisions of the order and for any other appropriate relief. The remedy herein provided shall be exclusive, and no person affected by an order of the Housing Inspector shall be entitled to recover any damages for action taken pursuant thereto, or because of noncompliance by any person with any order of the Housing Inspector. (1991 Code § 121-45; Ord. No. 823 § 5)

Section 13-7

TRANSFER OF PROPERTY

Subsections:

13-7-1 Certificate of Compliance Required for Occupancy/Transfer of Title.

13-7-2 Fees; Inspections.

Subsection 13-7-1 Certificate of Compliance Required for Occupancy/Transfer of Title.

Pursuant to N.J.S. 40:48-2.2(a), at least thirty (30) days prior to the scheduled date of a new occupancy of any dwelling house which has been sold or is under contract to be sold, the seller or buyer thereof, or the authorized agent of either, shall apply to the Housing Office for a certificate stating that the building and premises comply with the requirements of this chapter. A Certificate of Compliance is still required for any dwelling house which has been sold and in which occupancy is not immediately planned. The new owner has to obtain the Certificate of Compliance within ten (10) business days after closing on the house. The Housing Inspector needs to determine the safety of the house and inform First Responders of any hazardous conditions in the dwelling unit. In the event occupancy is to take place more than one hundred (120) days after the issuance of the certificate, an additional inspection and new certificate shall be required prior to occupancy. No such dwelling shall be occupied prior to the issuance of such a certificate unless such occupancy is permitted in writing, on a temporary basis, by the Housing Inspector, for a term to be determined by him depending upon the particular circumstances of each case; provided, however, that such term shall not exceed a cumulative period of one hundred twenty (120) days. The Housing Inspector may, upon receiving a written petition detailing unique circumstances, and upon good cause shown, permit an extension of the one hundred twenty (120) day term for an additional sixty (60) days. A dwelling house shall mean an owner-occupied single-family house or an owner-occupied dwelling unit in a building containing more than one (1) owner-occupied dwelling unit, including a condominium unit. See subsection 13-8.1 for Certificate of Occupancy requirements for rental units. (1991 Code § 121-46; Ord. No. 823 § 6; Ord. No. 94-6 § 4; Ord. No. 2018-03)

Subsection 13-7-2 Fees; Inspections.

The Housing Code Certificate required by subsection 13-7.1 hereof shall be secured from the Borough Housing Inspector. At the time of the fully completed application for such certificate, a fee of one hundred (\$100.00) dollars shall be paid, if submitted a minimum of 10 business days prior to the closing date. For fully completed applications submitted less than 10 business days prior to the closing date, a fee of one hundred fifty (\$150.00) dollars shall be paid. For fully completed applications submitted less than 5 business days prior to the closing date, a fee of two hundred (\$200.00) dollars shall be paid. The fee shall cover the application and initial inspection of the premises and the issuance of the Certificate. In the event that any additional inspections of the premises are required because of a failure of the owner to comply with the provisions of this chapter, an additional fee of fifty (\$50.00) dollars shall be paid for each additional inspection required. All fees shall be made payable to the Borough of Hightstown and be delivered to the Borough Offices and turned over to the Borough Treasurer. In the event of cancellation of a requested inspection, the Housing Department must be notified within twenty-four (24) hours prior to the scheduled inspection time. Failure to do so will result in forfeiture of the inspection fee. (1991 Code § 121-47; Ord. No. 823 § 6; Ord. No. 94-6 § 4; Ord. No. 2004-31 §4; Ord. No. 2008-09 § 7; Ord. No. 2015-22; Ord. No. 2018-03)

Section 13-8

CERTIFICATE OF COMPLIANCE REQUIREMENT FOR CHANGES IN OCCUPANCY OF RENTED DWELLINGS

Subsections:

13-8-1 Certificate of Compliance Required; Exceptions.

13-8-2 Fees; Inspections.

Subsection 13-8-1 Certificate of Compliance Required; Exceptions.

The rental and occupancy of buildings and parts thereof for human habitation or use shall be subject to the following: No person shall rent to another or suffer or permit occupancy by another of any building or part thereof for human habitation or use without first obtaining from the Housing Inspector a certificate stating that the premises, at the time of the proposed rental to or occupancy by such other person, comply with the requirements of the housing standards set forth in this chapter, provided that this section shall not apply to:

a. Rental or occupancy under a temporary permit issued by the Housing Inspector authorizing rental or occupancy for a specified period, not to exceed sixty (60) days, during the making of repairs, alterations and improvements required by such inspection certificate;

b. Rentals to or occupancies by students, faculty or staff of nonprofit educational institutions of on-campus premises owned and maintained by such institutions, nor shall it apply to transient occupancies of hotel rooms.

This section shall apply to all dwellings and dwelling units and shall include single-family dwellings, any multiple dwelling or apartment house, or any rented dwelling unit in a commercial or mixed-use building. The certificate required herein shall be obtained **annually and/or** prior to a change of occupancy in any such dwelling. (1991 Code § 121-48; Ord. No 823 § 7)

Subsection 13-8-2 Fees; Inspections.

The Housing Code Certificate required by subsection 13-8.1 hereof shall be secured from the Borough Housing Inspector. At the time of the application for such Certificate, a fee of one hundred (\$100.00) dollars shall be paid. The fee shall cover the application and initial inspection of the premises and the issuance of the Certificate. In the event that any additional inspections of the premises are required because of a failure of the landlord or owner to comply with the provisions of this chapter, an additional fee of fifty (\$50.00) dollars shall be paid for each additional inspection required. All fees shall be made payable to the Borough and be delivered to the Housing Office and turned over to the Borough Treasurer. In the event of cancellation of a requested inspection, the Housing Department must be notified within twenty-four (24) hours prior to the scheduled inspection time. Failure to do so will result in forfeiture of the inspection fee. (1991 Code § 121-49; Ord. No. 823 § 7; Ord. No. 2004-31 §5; Ord. No. 2015-22)

Section 13-9**VIOLATIONS AND PENALTIES****Subsections:****13-9-1 Violations and Penalties.****Subsection 13-9-1 Violations and Penalties.**

a. Notwithstanding the provisions of any other section of this chapter, the Housing Inspector, any member of the Police Department, any other authorized municipal official, and, with respect to subsection 13-3.2, the Superintendent of the Advanced Wastewater Treatment Plant or his designee, may issue Orders, Notices of Violation and Summonses to any person, firm or corporation violating any of the provisions of this chapter, the person, firm or corporation to be liable for fines for each separate offense not exceeding one thousand (\$1,000.00) dollars or imprisonment for a period not exceeding ninety (90) days, or both.

b. Each day of a continuing violation of any provision of this chapter shall constitute a separate and additional offense. (1991 Code § 121-50; Ord. No. 823 § 8; Ord. No. 94-6 § 5)

Section 13-10

BOARDINGHOUSES AND ROOMING HOUSES

Subsections:

- 13-10-1 License Required.***
13-10-2 Definition.
13-10-3 Additional Application Information.
13-10-4 Referral of Application; Issuance of License.
13-10-5 Compliance with Other Standards Required.

Subsection 13-10-1 License Required.*

No person shall manage, conduct or operate the business of keeping a boardinghouse, rooming house or rooming unit without first having obtained a license therefor. (1991 Code § 67-1)

Subsection 13-10-2 Definition.

As used in this section:

Boardinghouse shall mean any building in which three (3) or more persons not related by blood or marriage to the owner or operator of the business are lodged and served meals for a consideration.

Dwelling shall mean any building which is wholly or partly used or intended to be used for living or sleeping by human occupants.

Operator shall mean any person who has charge, care or control of a building or part thereof in which dwelling units or rooming units are let. "Operator" may be synonymous with the terms "owner," "lessee" and "tenant" if the facts of any situation coincide with the accepted meaning of the words "owner," "lessee" and "tenant."

Owner shall mean any person who, alone or jointly or severally with others, has legal title to any dwelling or dwelling unit as owner or agent of the owner or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this section to the same extent as if he were the owner.

Rooming house shall mean any dwelling or that part of any dwelling containing one (1) or more rooming units in which space is let by the owner or operator for a consideration to three (3) or more persons not related by blood or marriage to the owner or operator of the rooming house.

Rooming unit shall mean any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping but not for cooking or eating purposes. (1991 Code § 67-2)

* **Editor's Note:** For license fees for rooming houses and boardinghouses see Chapter IV, subsection 4-1.4.

Subsection 13-10-3 Additional Application Information.

In addition to standard requirements, the application under Chapter IV, Section 4-1 shall disclose:

- a. The number and location of bedrooms to be used for boarding and rooming and the size of each room.
 - b. The number of baths and toilets and their location in the boardinghouse, rooming house or rooming unit.
- (1991 Code § 67-3)

Subsection 13-10-4 Referral of Application; Issuance of License.

Each application shall be referred to the Health Officer and the Board of Health for inspection, report and

recommendation. The Board of Health may request the Police Department to conduct an investigation of the applicant. If the report of the Health Officer or the Police Department discloses a violation of the housing or health codes or an undesirable history, no license shall be issued. If the report of the Health Officer discloses no violation of the housing or health codes and the report of the Police Department is favorable, a license may be issued. (1991 Code § 67-4)

Subsection 13-10-5 Compliance with Other Standards Required.

All rooming houses, rooming units and boardinghouses shall comply at all times with the ordinances, laws, rules and regulations of the Board of Health and with the provisions of the Housing Code, as well as all other laws and ordinances. (1991 Code § 67-5)

Section 13-11 Reserved

Section 13-11, which was created with Ord. No. 1997-20, was deleted in its entirety with Ord. 2000-30.

Section 13-12

REGISTRATION OF RESIDENTIAL RENTAL PROPERTIES

Subsections:

13-12-1	Definitions
13-12-2	Registration Required
13-12-3	Fees
13-12-4	Taxes and Other Municipal Charges; Payment Precondition for Registration and Certificate of Occupancy
13-12-5	Providing Copy of Registration to Occupants and Tenants
13-12-6	Maximum Number of Occupants; Posting
13-12-7	Rental Unit Standards
13-12-8	Occupant Standards
13-12-9	Procedure For Revocation or Suspension of License
13-12-10	Violations; Penalties

Subsection 13-12-1 Definitions

Unless the context clearly indicates a different meaning, the following words or phrases when used in this Section shall be defined as follows:

“Agent” shall mean the individual or individuals designated by the owner as the person(s) authorized by the owner to perform any duty imposed upon the owner by this Ordinance.

“Apartment Complex” shall mean two or more buildings, each containing two or more apartments, which are located within close proximity of each other and are owned by the same owner.

“Apartment” or “dwelling” shall mean any apartment, cottage, bungalow, or room or rooms in a rooming/boarding house, dormitory or other dwelling unit consisting of one or more rooms, whether designed with or without housekeeping facilities, for dwelling purposes, and notwithstanding whether the apartment be designed for residence, for office, for the operation of any industry or business or for any other type of independent use.

“License” shall mean the license issued by the Borough Clerk or designee attesting that the rental unit has been properly registered in accordance with this Ordinance.

“Licensee” shall mean the person to whom the license is issued pursuant to this Ordinance. The term “licensee” includes within its definition the term “agent” where applicable.

“Owner” shall mean an individual, firm, corporation or officer thereof, partnership association, or trust who owns, operates, exercises control over or is in charge of a rental facility

“Owner-occupied” shall mean a portion of a rental facility, dwelling, commercial unit or dwelling unit will be considered owner-occupied if the owner makes their primary residence therein. A person may have only one primary residence.

“Person” shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity; or any combination thereof.

“Rental facility” shall mean a building, group of buildings or any portion thereof which is kept, used, maintained, advertised or held out to be a place where accommodations are supplied.

“Rent or Rented” Shall mean occupied by any person other than the owner, regardless of whether there is a written or oral agreement and regardless of whether the owner receives consideration for the occupancy

“Reside” shall mean to dwell permanently or continuously, or to occupy a place as one’s legal domicile.

Subsection 13-12-2 Registration Required

(a) Owners of every residential rental facility located within the Borough are required to register with the Borough Clerk or his/her designee, on forms supplied by the Borough. A separate registration shall be required for each rental unit, even if more than one (1) rental unit is contained in the property. Such registration shall contain, at minimum, the following information:

- 1) The name and address of the record owner or owners of the premises and the record owner or owners of the rental business if not the same persons. In the case of a partnership the names of all general partners shall be provided;
- 2) If the record owner is a corporation, the name and address of the registered agent and corporate officers of said corporation;
- 3) If the address of any record owner is not located in Mercer County, the name and address of a person who resides in Mercer County and is authorized to accept notices from a tenant and to issue receipts therefor and to accept service of process on behalf of the record owner;
- 4) The name and address of the managing agent of the premises, if any;
- 5) The name and address, including the dwelling unit, apartment or room number of the superintendent, janitor, custodian or other individual employed by the record owner or managing agent to provide regular maintenance service, if any;
- 6) The name, address and telephone number of an individual representative of the record owner or managing agent who may be reached or contacted at any time in the event of an emergency affecting the premises or any unit of dwelling space therein, including such emergencies as the failure of any essential service or system, and who has the authority to make emergency decisions concerning the building and any repair thereto or expenditure in connection therewith;
- 7) The name and address of every holder of a recorded mortgage on the premises;
- 8) If fuel oil is used to heat the building and the landlord furnishes the heat in the building, the name and address of the fuel oil dealer servicing the building and the grade of fuel oil used.
- 9) The number of rental units located in the facility;
- 10) The type of unit being licensed (i.e. room, apartment, single family home, etc.); and
- 11) The full names (first and last) of all tenants residing in the unit, including children over two (2) years of age.

(b) Registrations shall cover a one-year period running from April 1 through March 31. Initial registrations under this Section are due no later than April 30th. Newly acquired units must be registered prior to their rental and annually thereafter.

(c) Inspections shall be performed and a Certificate of Occupancy obtained whenever tenancy changes or, in any event, at least once every two years. It shall be the responsibility of the owner to arrange for inspections when there is a change in occupancy. Routine biennial inspections will be scheduled by the Housing Officer.

(d) It shall be a violation of this article for a person to knowingly provide false or inaccurate information on any form submitted to the rental housing coordinator pursuant to this article.

(e) Any change pertaining to this rental (rental status, ownership, tenant, emergency contact) must be reported to the Code Enforcement/Housing Inspector within twenty (20) days.

(f) Any failure to receive notice from the Borough shall not constitute grounds for failing to register.

(Ord. No. 2015-22)

Subsection 13-12-3 Fees

(a) At the time of registration, the owner or agent of the owner must pay a one-year registration fee as follows:

- (1) For one- to three-unit dwellings: \$100.00 per unit
- (2) For dwellings of more than three but ~~less than~~ **not more than** 50 units: \$90.00 per unit, to a maximum fee of ~~two thousand (\$2,000.00)~~ **two thousand five hundred (\$2,500.00)** dollars.
- (3) For dwellings which include more than 50 units: \$80.00 per unit, **to a maximum fee of seven thousand five hundred (\$7,500) dollars**

(a) Annual inspection for rental properties with 25 and more units will consist of: common areas and a minimum of 20 percent of rental units, chosen by the Housing inspector, will be inspected. If units fail another 20 percent will be chosen and inspected until all units pass or entire complex has been inspected.

(b) Inspection at change of tenant must be completed and certificate of occupancy issued prior to tenant moving in

(b) One re-inspection is included within the fees listed above, provided that the re-inspection occurs within fifteen (15) days of the initial inspection. Otherwise, re-inspection fees shall be \$50.00 per unit.

(c) If the owner of the property is a Senior Citizen who resides in one unit of a two-unit property and rents out the remaining unit, and who would otherwise qualify under the State of New Jersey property tax deduction under New Jersey Statue 54:4-8.41, there shall be no fee.

(d) The completed rental registration process must be received by April 30th. Beginning May 1st a late fee of \$25.00 per month/per unit will be assessed on all Rental Renewal applications.

(Ord. No. 2015-22)

Rental registration required prior to advertising for rent. See subsection 13-3-12

Subsection 13-12-4 Taxes and Other Municipal Charges; Payment Precondition for Registration and Certificate of Occupancy

No Certificate of Occupancy shall be issued for any property containing a rental unit unless all municipal taxes, water and sewer charges and any other municipal assessments for that property are paid on a current basis. (Ord. No. 2015-22)

Subsection 13-12-5 Providing Copy of Registration to Occupants and Tenants

Every owner shall provide each occupant or tenant occupying a rental unit with a copy of the registration required by this Ordinance. This particular provision shall not apply to any hotel, motel, or guest house registered with the State of New Jersey pursuant to the Hotel and Multiple Dwelling Act as defined in N.J.S.A. 55:13A-3. Compliance with this provision may be attained by posting a copy of the registration in a conspicuous place within the rental unit(s). (Ord. No. 2015-22)

Subsection 13-12-6 Maximum Number of Occupants; Posting

The maximum number of occupants shall be posted in each rental unit. It shall be unlawful for any person, including the owner, agent, tenant, or registered tenant, to allow a greater number of persons than the posted maximum number of occupants to sleep in or occupy overnight the rental unit for a period exceeding 28 days. Any person violating this provision shall be subject to the penalty provisions of Section 13-12.10.

Overcrowding – The following factors may be considered by the Housing Inspector as rebuttable presumption of overcrowding, as that term is defined by this chapter and shall support the issuance of a summons and complaint by the Housing Inspector, without first issuing a notice of violation:

1. The occupying of areas of a rental dwelling unit prohibited pursuant to section 13-3-8(g) of this chapter, such as basements and attics;
2. The location of mattresses or bedding materials in areas of a dwelling unit prohibited for occupancy pursuant to section 13-3-8(g); and
3. The existence of cooking appliances, and/or refrigeration units, (excluding freezer appliances) in various areas of a dwelling unit in addition to those located in the kitchen.

(Ord. No. 2015-22)

Subsection 13-12-7 Rental Unit Standards

All dwelling units shall be maintained in accordance with Chapter 13 (“Housing”) of the Revised General Ordinances of the Borough of Hightstown, and with the 2000 International Property Maintenance Code.

Subsection 13-12-8 Occupant Standards

- (a) OCCUPANTS. Only those occupants whose names are on file with the Borough Clerk as provided in the Ordinance may reside in the licensed premises. It shall be unlawful for any other person to reside in said premises, and this provision may be enforced against the landlord, tenant, or other person residing in said premises.
- (b) NUISANCE PROHIBITED. No rental facility shall be conducted in a manner which shall result in any unreasonable disturbance or disruption to the surrounding property owners or of the public in general.
- (c) COMPLIANCE WITH OTHER LAWS. The maintenance of all rental facilities and the conduct engaged in and upon the premises by occupants and their guests shall at all times be in full compliance with all applicable Ordinances and Regulations of the Borough of Hightstown and with all applicable State and Federal Laws.
- (d) PENALTIES. Any landlord, tenant, or other person violating the provisions of this section shall be subject to the penalty provisions of Section 13-12.10.

Subsection 13-12-9 Procedure For Revocation or Suspension of License

Grounds. In addition to any other penalty provision prescribed herein, an owner may be subject to the revocation or suspension of any license issued hereunder upon the occasion of one or more of the following:

- (1) Conviction of a violation of this Ordinance in the Municipal Court or any other Court of competent jurisdiction.
- (2) Determination of a violation of this Ordinance at a hearing held pursuant to Section 13-12.8(b).
- (3) Repeatedly renting the unit or units to a tenant or tenants who are convicted of violating the provisions of Section 3-7 of the Revised General Ordinances of the Borough of Hightstown (“Noise Control”)
- (4) Maintaining the rental unit or units or the property of which the rental unit is a part, in a dangerous

condition likely to result in injury to person or property.

(b) Procedure; Written Complaint; Notice; Hearing.

(1) A complaint seeking the revocation or suspension of a license may be filed by any one or more of the following: Director of Public Safety, Chief of Police, Construction Code Official, Housing Inspector, Zoning Enforcement Officer or any other person(s) or office authorized to file such complaint. Such complaint shall be specific and shall be sufficient to apprise the licensee of the charges so as to permit the licensee to present a defense. The individual(s) filing the complaint may do so on the basis of information and belief and need not rely only on personal information.

(2) Upon the filing of such written complaint, the Borough Clerk or his/her designee shall immediately inform the Borough Council and a date for a hearing shall be scheduled which shall not be sooner than 10 nor more than 30 days thereafter. The Borough Clerk or his/her designee shall forward a copy of the complaint and a notice of the hearing date to the licensee and the agent, if any, at the address indicated on the registration form. Service upon the agent only shall be considered to be sufficient notice under this Section.

(3) The hearing required by this section shall be held before the Borough Council, unless, in its discretion, the Borough Council determines that the matter should be heard by a Hearing Officer who shall be appointed by the Borough Council. If the matter is referred to a Hearing Officer, such officer shall transmit findings of fact and conclusions of law to the Borough Council within 30 days of the conclusion of the hearing. The Borough Council shall then review the matter and may accept, reject, or modify the recommendations of the Hearing Officer based on the record before such hearing officer. In the event that the matter is not referred to a Hearing Officer and is heard by the Borough Council, then the decision of the Borough Council shall be rendered, either dismissing the complaint, revoking or suspending the license or determining that the license shall not be renewed or reissued for one (1) or more subsequent license years. Decisions of the Borough Council shall be rendered no later than the second meeting following either receipt of the Hearing Officer's recommendations or hearing by the Borough Council.

(4) A recorded transcript shall be made of the hearing. Such transcript may be in the form of an audio tape, a stenographic transcript and/or meeting minutes as recorded by the Borough Clerk and approved by Council. All witnesses shall be sworn prior to testifying. The strict rules of evidence shall not apply and the evidential rules and burden of proof shall be those which generally control administrative hearings.

(5) The Borough Attorney or his designee shall appear and prosecute on behalf of the complainant in all hearings conducted by the Borough Council pursuant to this section.

(c) Defenses. It shall be considered to be a defense to any proceeding for the revocation, suspension or other disciplinary action involving a rental license if it may be demonstrated that the owner has taken appropriate action and has made a good faith effort to abate the conditions or circumstances giving rise to the revocation proceeding, including but not limited to institution of legal action against the tenant(s), occupant(s), or guests for recovery of the premises; eviction of the tenant(s); or otherwise.

Subsection 13-12-10 Violations; Penalties

a. **General Penalty.** Except as otherwise set forth herein, any person who shall violate any of the provisions of this chapter shall be subject to penalties as set forth in Section 1-5 of the Revised General Ordinances of the Borough of Hightstown. Each violation of any of the provisions of this chapter and each day that such violation shall continue shall be deemed to be a separate and distinct offense.

b. Payable violations.

Subsection 13-3-1	Maintenance.
Subsection 13-3-3	Water Supply.
Subsection 13-3-2	Sump Pump and Sewer Line Clean-Outs.

Subsection 13-3-4	Plumbing and Heating
Subsection 13-3-5	Electrical.
Subsection 13-3-6	Smoke and Carbon Monoxide Alarms Required
Subsection 13-3-7	Fences
First offense	\$100
Second offense	\$200 Court appearance required
Subsequent Offenses	Not to Exceed \$2,000 Court appearance required
Subsection 13-3-12	Signs
Subsection 13-4-4	Minimum Standards for Heating
Subsection 13-4-5	Egress.
Subsection 13-4-7	Additional Maintenance Requirements
Subsection 13-4-8	Additional Responsibilities Concerning Garbage, Rubbish and Recyclable Materials
Subsection 13-4-9	Additional Responsibilities Concerning Insects and Rodents
Subsection 13-4-10	Owner Responsible
First offense	\$150
Second offense	\$300 Court appearance required
Subsequent Offenses	Not to Exceed \$2,000 Court appearance required
Subsection 13-3-8	Use and Occupancy of Space.
Subsection 13-6-13	Compliance Required
Subsection 13-7-1	Certificate of Compliance Required for Occupancy/Transfer of Title
Subsection 13-8-1	Certificate of Compliance Required
Subsection 13-12-2	Registration Required
Subsection 13-12-6	Maximum Number of Occupants; Posting
Subsection 13-12-8	Occupant Standards
First offense	\$250
Second offense	\$500 Court appearance required
Subsequent Offenses	Not to Exceed \$2,000 Court appearance required

- c. Lien to be Placed on Property. In addition to the foregoing, and all other remedies available to the Borough, the Borough Treasurer, upon appropriate notification from the Mayor and Council and appropriate certification from the enforcement officer, shall place a lien on any property determined by the enforcement officer to be in violation of the provisions of this code, in the amount of any and all administrative expenses and any and all actual expenditures for work necessary in order to maintain the property and/or abate the violation, including the cost of removal of any offensive construction materials, refuse, hazards, overhanging objects or any other offending physical object. The lien placed upon such lands shall be added to and become and form a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, and shall be collected and enforced by the same officers and in the same manner as taxes. Costs shall be in addition to any penalties imposed for any violation of this Chapter.

(Ord. No. 2015-22; Ord. No. 2018-03)

Section 2. This Ordinance shall become effective immediately upon final passage and publication in accordance with the law.

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

Section 4. 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.

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Resolution 2021-149

*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 \$164,901.04 from the following accounts:

Current		\$97,045.85
W/S Operating		37,586.09
General Capital		23,316.25
Water/Sewer Capital		0.00
Grant		0.00
Trust		483.60
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>6,469.25</u>
Total		<u>\$164,901.04</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 September 20, 2021.

Margaret Riggio
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 Amount	PO Type	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
A0107	ANSELL GRIMM & AARON, PC	21-01085	09/13/21	#473253; 08/31/21	17.50	3PRCLLC		P	Site Plan Application #2020-01	R	09/13/21	09/16/21		473253	N
				1 #473253; 08/31/21											
		21-01087	09/14/21	AUGUST 2021 INVOICES											
				1 GENERAL FILE 473245	1,269.37		1-01-20-155-001-027	B	General Matters	R	09/14/21	09/16/21		473245	N
				2 ORDINANCES 473246	162.00		1-01-20-155-001-027	B	General Matters	R	09/14/21	09/16/21		473246	N
				3 RESOLUTIONS 473247	94.50		1-01-20-155-001-027	B	General Matters	R	09/14/21	09/16/21		473247	N
				4 ENGINEERING MATTERS 473248	94.50		1-01-20-155-001-027	B	General Matters	R	09/14/21	09/16/21		473248	N
				5 LABOR MATTERS 473249	40.50		1-01-20-155-001-031	B	Labor, Personnel & Union Council	R	09/14/21	09/16/21		473249	N
				6 MEETINGS 473250	715.50		1-01-20-155-001-029	B	Attendance at Council Meetings	R	09/14/21	09/16/21		473250	N
				7 AMERICANA LEASE 473251	94.50		1-01-20-155-001-027	B	General Matters	R	09/14/21	09/16/21		473251	N
				8 OPRA ISSUES 473252	54.00		1-01-20-155-001-027	B	General Matters	R	09/14/21	09/16/21		473252	N
				9 AFFORDABLE HOUSING MATTERS	607.50		1-01-20-155-001-027	B	General Matters	R	09/14/21	09/16/21		473254	N
				10 JOINT POLICE/MUNICIPAL COURT	432.00		1-01-20-155-001-027	B	General Matters	R	09/14/21	09/16/21		473255	N
				11 HIGHTSTOWN HOUSING AUTHORITY	175.50		1-01-20-155-001-027	B	General Matters	R	09/14/21	09/16/21		473256	N
				12 CANNABIS ISSUES 473257	175.50		1-01-20-155-001-027	B	General Matters	R	09/14/21	09/16/21		473257	N
				13 MARY B. COLVELL	270.00		1-01-20-155-001-027	B	General Matters	R	09/14/21	09/16/21		473258	N
				14 240 MERCER ST. BLOCK 60 LOT 15	837.00		C-04-55-999-905-100	B	RESERVE FOR BUILDING _FEMA	R	09/14/21	09/16/21		473259	N
				15 LEASE AGREEMENT 401 MERCER ST	121.50		1-01-20-155-001-027	B	General Matters	R	09/14/21	09/16/21		473260	N
					5,143.87										

Vendor Total: 5,161.37

A1014	APPROVED FIRE PROTECTION, INC.	21-00919	08/11/21	ANNUAL FIRE EXTINGUISHER INSP											
				1 ANNUAL FIRE EXTINGUISHER INSP	732.54		1-09-55-501-002-518	B	Service Contracts - AWWTP	R	08/11/21	09/16/21		IN00060291	N
				2 SWAP HYDROTEST FIRE EXT	45.88		1-09-55-501-002-518	B	Service Contracts - AWWTP	R	09/16/21	09/16/21		IN00060291	N
					778.42										

Vendor Total: 778.42

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
A0025 AT&T MOBILITY														
		21-01056	09/09/21	INV 287298218043X08282021										
		1	INV	287298218043X08282021	83.02	1-01-25-256-002-094		B Computer Service,Support & Software	R	09/09/21	09/16/21		X08282021	N
		2	INV	287298218043X08282021	292.23	1-01-31-440-001-079		B Telephone-VERIZON WIRELESS	R	09/09/21	09/16/21		X08282021	N
		3	INV	287298218043X08282021	389.94	1-01-31-440-001-079		B Telephone-VERIZON WIRELESS	R	09/09/21	09/16/21		X08282021	N
		4	INV	287298218043X08282021	157.86	1-09-55-501-003-545		B Telephone-w/S-VERIZON	R	09/09/21	09/16/21		X08282021	N
		5	INV	287298218043X08282021	104.92	1-09-55-501-003-545		B Telephone-w/S-VERIZON	R	09/09/21	09/16/21		X08282021	N
					<u>1,027.97</u>									
				Vendor Total:	1,027.97									
B0921 BRITTON INDUSTRIES, INC														
		21-01034	08/31/21	DISPOSAL OF LOGS										
		1	INV.	0685199 DISPOSAL OF LOGS	57.13	1-01-26-311-001-168		B Yardwaste	R	08/31/21	09/16/21		0685199	N
		2	INV.	0638523 DISPOSAL OF LOGS	92.68	1-01-26-311-001-168		B Yardwaste	R	08/31/21	09/16/21		0685232	N
					<u>149.81</u>									
				Vendor Total:	149.81									
BUCKM005 BUCK MINING & MATERIAL INC														
		21-01037	09/01/21	AUGUST 2021 YARD WASTE DISP										
		1	AUGUST 2021 YARD WASTE DISP		504.00	1-01-26-311-001-168		B Yardwaste	R	09/01/21	09/16/21		1020	N
				Vendor Total:	504.00									
CHRIS030 CHRISTINE MARTIN														
		21-01045	09/08/21	REIMBURSEMENT FOR HTIP 2021										
		1	REIMBURSEMENT FOR HTIP 2021		113.49	T-12-56-286-000-885		B CULTURAL ARTS/SHAKESPEARE IN THE PARK	R	09/08/21	09/16/21		SUMMER 2021	N
				Vendor Total:	113.49									
C0058 CINTAS CORPORATION #061														
		21-01088	09/14/21	UNIFORM ADVANTAGE AUG 2021										
		1	INV	4092226569 8/6/21	55.27	1-09-55-501-002-507		B Uniforms & Safety Equipment	R	09/14/21	09/16/21		4092226569	N
		2	INV	4092891519 8/13/21	52.64	1-09-55-501-002-507		B Uniforms & Safety Equipment	R	09/14/21	09/16/21		4092891519	N
		3	INV	4093555527 8/20/21	52.64	1-09-55-501-002-507		B Uniforms & Safety Equipment	R	09/14/21	09/16/21		4093555527	N

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	1099 Excl
C0058 CINTAS CORPORATION #061 Continued									
	21-01088 09/14/21 UNIFORM ADVANTAGE AUG 2021	Continued							
	4 INV 4093555527 8/20/21		55.27	1-09-55-501-002-507	B Uniforms & Safety Equipment	R	09/14/21	09/16/21	4093555527 N
			215.82						
	Vendor Total:		215.82						
COMCA005 COMCAST BUSINESS									
	21-01092 09/15/21 8499 05 243 0036659 OFC 1								
	1 8499 05 243 0036659 OFC 1		294.57	1-01-20-140-001-060	B Internet Services and Web Services	R	09/15/21	09/16/21	499052430036659 N
	Vendor Total:		294.57						
COUNT015 COUNTY OF MONMOUTH-									
	21-01026 08/31/21 USE OF TRUCK WASH								
	1 INV. HGHT 07-21-09 - USE OF		25.00	1-01-26-305-001-199	B Miscellaneous	R	08/31/21	09/16/21	HGHT 07-21-09 N
	Vendor Total:		25.00						
C0087 CUSTOM BANDAG, INC									
	21-01033 08/31/21 TIRES/FLAT REPAIR								
	1 INV. 80187651 - TIRES FOR F450		96.00	1-01-26-315-001-132	B Vehicle Maint. - Public Works	R	08/31/21	09/16/21	80187651 N
	2 INV. 80188395 - FLAT REPAIR		54.00	1-01-26-315-001-132	B Vehicle Maint. - Public Works	R	08/31/21	09/16/21	80188395 N
			150.00						
	Vendor Total:		150.00						
E0001 EAST COAST EMERGENCY LIGHTING									
	21-00869 07/27/21 REPLACEMENT EMER LIGHTING E41								
	1 REPLACEMENT EMER LIGHTING E41		894.24	1-01-25-252-002-121	B Preventive Maintenance	R	07/27/21	09/16/21	27591 N
	Vendor Total:		894.24						
E0054 ERIC M. BERNSTEIN & ASSOC.,LLC									
	21-01086 09/14/21 INV 73291 73292 73293								
	1 LABOR-GENERAL INV 73291		1,320.00	1-01-20-155-001-031	B Labor,Personnel & Union Council	R	09/14/21	09/16/21	73291 N
	2 FOP LODGE 140 RANK AND FILE		567.00	1-01-20-155-001-031	B Labor,Personnel & Union Council	R	09/14/21	09/16/21	73292 N

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
G1077 GEORGE S. COYNE CO., INC.														
21-00065	02/01/21	SODIUM BICARBONATE RES	20-239				B							
9	INV	366289	8/24/21	SOD BI-CARB	2,314.40	1-09-55-501-002-552		B Sodium Bicarbonate	R	07/23/21	09/16/21		366289	N
21-00067	02/02/21	LIME HI-CALC HYDRATED WTP					B							
12	INV	365983	8-19-21	LIME HICALC	1,127.50	1-09-55-501-001-527		B Calcium Hydroxide - Lime	R	08/09/21	09/16/21		365983	N
21-00068	02/02/21	CALCIUM HYPOCHLORITE	2020-240				B							
3	INV	366290	8/24/21	CALC HYPO	871.20	1-09-55-501-002-539		B Calcium Hypochlorite-GEORGE S COYNE CHEM	R	02/02/21	09/16/21		366290	N
21-00147	02/11/21	LIQUID CHLORINE RES	2020-231				B							
6	INV	365981	8-19-21	CHLORINE	205.58	1-09-55-501-001-526		B Chlorine	R	07/12/21	09/16/21		365981	N
7	INV	366288	8/24/2021	CHLORINE	616.73	1-09-55-501-001-526		B Chlorine	R	07/12/21	09/16/21		366288	N
					822.31									
21-00148	02/11/21	FLUOROSILICIC ACID (FLUORIDE)					B							
10	INV	365982	8/19/21	FLUORIDE	950.92	1-09-55-501-001-528		B Fluorosilic Acid-	R	07/12/21	09/16/21		365982	N
				Vendor Total:	6,086.33									
H0126 HIGHTS ELECTRIC MOTOR, INC.														
21-01032	08/31/21	QUOTE 082521BS03 - PUMP												
1	QUOTE	082521BS03	-LEE ELECTRIC		1,264.93	1-09-55-501-001-503		B Water Plant Maintenance	R	08/31/21	09/16/21		0956064-IN	N
				Vendor Total:	1,264.93									
H0048 HIGHTS REALTY LLC														
21-01043	09/03/21	SEPT 2021 HPD RENT												
1	SEPT 2021	HPD RENT			4,668.70	1-01-26-310-001-025		B Building Rental	R	09/03/21	09/16/21		SEPTEMBER 2021	N
				Vendor Total:	4,668.70									
H1100 HOME DEPOT CREDIT SERVICES														
21-01025	08/31/21	AUGUST 2021 INVOICES												
1	INV.	8041950	- RUBBERHEAD KEY		2.17	1-01-26-290-001-127		B Street Repair & Maintenance	R	08/31/21	09/16/21		8041950	N
2	INV.	3043735	- BUG REPLELLANTS		23.47	1-01-26-290-001-127		B Street Repair & Maintenance	R	08/31/21	09/16/21		3043735	N
3	INV	0041690	- NIPPLES/BUSHING		56.82	1-09-55-501-002-503		B Sewer Plant Maintenance	R	08/31/21	09/16/21		0041690	N
4	INV	9610472	DUCT TAPE/VALVE/		79.57	1-09-55-501-002-503		B Sewer Plant Maintenance	R	08/31/21	09/16/21		9610472	N

Vendor # Name	PO # PO Date Description	Contract PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
	Item Description	Amount Charge Account Acct Type Description						
H1100 HOME DEPOT CREDIT SERVICES Continued								
	21-01025 08/31/21 AUGUST 2021 INVOICES	Continued						
	5 INV 0523501 MORTAR MIX	33.94 1-09-55-501-002-529	B	08/31/21	09/16/21		0523501	N
	6 INV 3625471 WATER CAP	5.53 1-09-55-501-001-535	B	08/31/21	09/16/21		3625471	N
		<u>201.50</u>						
	Vendor Total:	201.50						
H0161 HUNTER TECHNOLOGIES								
	21-01017 08/31/21 ONSITE TECH SUPPORT 6/26/21							
	1 ONSITE TECH SUPPORT 6/26/21	175.00 1-01-25-252-002-029	B	08/31/21	09/16/21		11175	N
	Vendor Total:	175.00						
SIGNA005 James Klepac								
	21-01042 09/03/21 SIGNATURE FONT D. MUSING							
	1 SIGNATURE FONT D. MUSING	29.95 1-01-20-130-001-027	B	09/03/21	09/16/21		16570	N
	Vendor Total:	29.95						
J0257 JCP&L								
	21-01093 09/15/21 MASTER ACCT 200 000 055 315							
	1 100 008 482 778 MAXWELL AVE	17.22 1-09-55-501-002-504	B	09/15/21	09/16/21		95009262663	N
	2 100 009 294 701 WESTERLEA AVE	19.06 1-09-55-501-001-504	B	09/15/21	09/16/21		95009262663	N
	3 100 009 296 102 SPRINGCREST DR	15.33 1-09-55-501-002-504	B	09/15/21	09/16/21		95009262663	N
	4 100 012 445 746 BANK ST	4,052.97 1-09-55-501-001-504	B	09/15/21	09/16/21		95009262663	N
		<u>4,104.58</u>						
	21-01095 09/15/21 VARIOUS ACCT DATED SEPT 7,8,9							
	1 100 068 401 122 114 ROGERS AV	31.46 1-01-31-430-001-071	B	09/15/21	09/16/21		95636621520	N
	2 100 059 701 167 WYCKOFF'S MILL	20.66 1-09-55-501-001-504	B	09/15/21	09/16/21		95686530772	N
	3 100 077 953 188 BANK ST PARK	3.10 1-01-31-430-001-071	B	09/15/21	09/16/21		95436822408	N
	4 100 100 104 247 MAIN ST	29.51 1-01-31-430-001-071	B	09/15/21	09/16/21		95636621522	N
	5 100 029 000 310 156 BANK ST	527.65 1-01-31-430-001-071	B	09/15/21	09/16/21		95636621518	N
	6 100 131 110 379 230 MERCER ST	85.38 1-01-31-430-001-071	B	09/15/21	09/16/21		95796196338	N
	7 100 051 508 677 MAIN ST	141.53 1-01-31-430-001-071	B	09/15/21	09/16/21		95636621519	N
	8 10 079 096 689 GRANT ST PARK	3.10 1-01-31-430-001-071	B	09/15/21	09/16/21		95636621521	N
	9 100 051 508 750 STOCKTON ST	201.34 1-01-31-430-001-071	B	09/15/21	09/16/21		95796196336	N

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
J0257 JCP&L														
Continued														
21-01095	09/15/21	VARIOUS ACCT DATED SEPT 7,8,9	Continued											
10 100 072 968 868		STREET LIGHTS	61.87	1-01-31-430-001-071	B Electric-Borough Hall	R	09/15/21	09/16/21				95696505519	N	
11 100 012 445 936		FIRST AID	454.77	1-01-25-260-001-074	B Electric	R	09/15/21	09/16/21				95806134769	N	
			<u>1,560.37</u>											
Vendor Total:			5,664.95											
J0258 JCP&L (STREET LIGHTING)														
21-01094	09/15/21	AUG 2021 INV ACCT 041 & 240												
1 100 086 395 041 0		STOCKTON ST	33.13	1-01-31-435-001-075	B Street Lighting	R	09/15/21	09/16/21				95806134767	N	
2 100 081 608 240		BLK LT 0	53.69	1-09-55-501-001-504	B Electricity	R	09/15/21	09/16/21				95796196337	N	
			<u>86.82</u>											
Vendor Total:			86.82											
KERRI005 KERRIE PETERSON														
21-01077	09/13/21	REIMBURSEMENT T-SHIRTS HTIP												
1		REIMBURSEMENT T-SHIRTS IMPACT	67.54	T-12-56-286-000-885	B CULTURAL ARTS/SHAKESPEARE IN THE PARK	R	09/13/21	09/16/21				7/8/21	N	
2		REIMBURSE T-SHIRTS HTIP & PWP	88.55	T-12-56-286-000-885	B CULTURAL ARTS/SHAKESPEARE IN THE PARK	R	09/13/21	09/16/21				7/8/21	N	
			<u>156.09</u>											
Vendor Total:			156.09											
M1076 MCMANIMON, SCOTLAND & BAUMANN														
21-01083	09/13/21	#183928; 07/31/21												
1		#183928; 07/31/21	225.00	3PRCLLC	P Site Plan Application #2020-01	R	09/13/21	09/16/21				183928	N	
Vendor Total:			225.00											
M0180 MCMASTER-CARR														
21-01013	08/31/21	1" BARBED HOSE CONNECTORS												
1		1" BARBED HOSE CONNECTORS	12.72	1-09-55-501-002-503	B Sewer Plant Maintenance	R	08/31/21	09/16/21				64093502	N	
2		SHIPPING	6.89	1-09-55-501-002-503	B Sewer Plant Maintenance	R	08/31/21	09/16/21				64093502	N	
			<u>19.61</u>											
Vendor Total:			19.61											

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
M0095 MERCER COUNTY CLERK/ELECTION														
		21-01014	08/31/21	2021 PRIMARY ELECTION PRINTING										
		1		2021 PRIMARY ELECTION PRINTING	4,983.47		1-01-20-120-002-100	B Election Expenses	R	08/31/21	09/16/21		HIGHTSTOWN	N
		Vendor Total:			4,983.47									
M0536 MGL PRINTING SOLUTIONS														
		21-00720	06/23/21	Rental Inspection Forms/carbon										
		1		Rental Inspection Forms/carbon	189.00		1-01-33-195-001-036	B Office Supplies	R	06/23/21	09/16/21		181376	N
		2		shipping	22.00		1-01-33-195-001-036	B Office Supplies	R	06/23/21	09/16/21		181376	N
					211.00									
		21-01044	09/08/21	DEPOSIT SLIPS - CURRENT										
		1		DEPOSIT SLIPS - CURRENT	209.00		1-01-20-125-001-023	B Printing & Stationary	R	09/08/21	09/16/21		182416	N
		2		SHIPPING	20.00		1-01-20-125-001-023	B Printing & Stationary	R	09/08/21	09/16/21		182416	N
		Vendor Total:			440.00									
N0275 NJ LEAGUE OF MUNICIPALITIES														
		21-01038	09/01/21	D. MUSING - WEBINAR 10.22.2021										
		1		LABOR NEGOTIATIONS 2021	90.00		1-01-20-100-001-042	B Education & Training	R	09/01/21	09/16/21		D. MUSING	N
		Vendor Total:			90.00									
N1001 NJWEA														
		21-00110	02/08/21	TRAINING FOR POLYMER WEBINAR										
		1		ONE HOUR TRAINING FOR NJWEA	15.00		1-09-55-501-002-513	B Education & Training	R	02/08/21	09/16/21		E1188	N
		21-00206	03/01/21	ONE HOUR VIRTUAL TRAINING										
		1		ONE HOUR VIRTUAL TRAINING	15.00		1-09-55-501-002-513	B Education & Training	R	03/01/21	09/16/21		E1473	N
		21-00681	06/11/21	VIRTUAL TRAINING TCH D. JONES										
		1		VIRTUAL TRAINING TCH D. JONES	15.00		1-09-55-501-002-513	B Education & Training	R	06/11/21	09/16/21		E3403	N
		Vendor Total:			45.00									

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
N0021 NORTHERN TOOL & EQUIPMENT CO.										
	21-01022 08/31/21 AIR MOVER/DRYER AND FAN									
	1 AIR MOVER/DRYER		144.99	1-09-55-501-002-503	B Sewer Plant Maintenance	R	08/31/21	09/16/21	48578574	N
	2 IRON 24" FAN		53.99	1-09-55-501-002-503	B Sewer Plant Maintenance	R	08/31/21	09/16/21	48578574	N
			<u>198.98</u>							
	Vendor Total:		198.98							
00019 O'BRIEN CONSULTING SERVICES										
	21-01048 09/08/21 MONTHLY IT RATE AUGUST 2021									
	1 MONTHLY IT RATE AUGUST 2021		900.00	1-01-25-240-001-029	B Maint. Contracts - Other	R	09/08/21	09/16/21	21-5702	N
	2 MONTHLY IT RATE AUGUST 2021		250.00	1-01-25-240-001-029	B Maint. Contracts - Other	R	09/08/21	09/16/21	21-5702	N
	3 MONTHLY IT RATE AUGUST 2021		8.50	1-01-25-240-001-029	B Maint. Contracts - Other	R	09/08/21	09/16/21	21-5702	N
			<u>1,158.50</u>							
	Vendor Total:		1,158.50							
P0005 PARIS AUTOMOTIVE SUPPLY										
	21-01053 09/08/21 AUG 2021 INVOICES									
	1 AUG 2021 INVOICES		59.94	1-01-26-290-001-050	B DPW Work Equipment	R	09/08/21	09/16/21	AUG 2021	N
	2 AUG 2021 INVOICES		349.73	1-01-26-290-001-034	B Motor Vehicle Parts & Access.	R	09/08/21	09/16/21	AUG 2021	N
	3 AUG 2021 INVOICES		259.37	1-01-33-195-002-199	B Miscellaneous	R	09/08/21	09/16/21	AUG 2021	N
			<u>669.04</u>							
	Vendor Total:		669.04							
QUADI005 QUADIENT, INC.										
	21-01049 09/08/21 LEASEN20031800 9/29/21-12/28									
	1 LEASEN20031800 9/29/21-12/28		441.57	1-01-30-421-001-029	B Meter Rental/Maintance	R	09/08/21	09/16/21	N9020713	N
	Vendor Total:		441.57							
Q0160 QUICK STOP FIRE PROTECTION										
	21-01008 08/31/21 ANNUAL INSP & RECERTIFICATION									
	1 ANNUAL INSP & RECERTIFICATION		240.80	1-01-25-260-001-024	B Building Maintenance	R	08/31/21	09/16/21	A237	N
	Vendor Total:		240.80							

Vendor #	Name	PO #	PO Date	Description	Contract Amount	PO Type	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
S0061 SEA BOX															
		21-01031	08/31/21	CONTAINER RENTAL											
		1 INV	SI130889	CONTAINER RENTAL	75.00		1-01-26-310-001-025	B	Building Rental	R	08/31/21	09/16/21		SI130889	N
		Vendor Total:			75.00										
S0029 STATE TOXICOLOGY LABORATORY															
		21-01047	09/08/21	HPD DRUG SCREEN RANDOM											
		1 HPD	DRUG SCREEN RANDOM		45.00		1-01-25-240-001-093	B	Medical Exams/Hepatitis B Shot	R	09/08/21	09/16/21		7/31/21	N
		Vendor Total:			45.00										
BLOCK005 TELESYSTEM															
		21-01061	09/10/21	INV 573516 ACCT 9977943 9/1/21											
		1 INV	573516 ACCT 9977943 9/1/21		1,309.14		1-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSI	R	09/10/21	09/16/21		573516	N
		Vendor Total:			1,309.14										
T0228 TOWNSHIP OF HAMILTON															
		21-01015	08/31/21	STD CLINCI JAN 2021-JUNE 2021											
		1 STD	CLINIC JAN 2021-JUNE 2021		50.00		1-01-27-330-001-199	B	Miscellaneous	R	08/31/21	09/16/21		HIGHTSTOWN	N
		Vendor Total:			50.00										
T0130 TRIANGLE COPY/															
		21-01079	09/13/21	HTIP PROGRAMS SUMMER 2021											
		1 HTIP	PROGRAMS SUMMER 2021		145.00		T-12-56-286-000-885	B	CULTURAL ARTS/SHAKESPEARE IN THE PARK	R	09/13/21	09/16/21		25032EW	N
		Vendor Total:			145.00										
T1075 TRUSCO MANUFACTURING CO.															
		21-00779	07/12/21	PARTS FOR LINE STRIPER											
		1 INV	14266 - SOLVENT TANK/CAP		144.74		1-01-26-290-001-039	B	General Machinery Parts	R	07/12/21	09/16/21		14266	N
		Vendor Total:			144.74										

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
UNITE010 UNITED RENTALS INC.											
	21-00959	08/17/21	TRENCHING EQUIP QUOTE196485915	196485915							
	1		TRENCHING EQUIP QUOTE196485915	2,823.00	C-04-55-888-003-444	B	2019-20 DPW TRENCH BOX	R	08/17/21	09/16/21	197803050/03261 N
	Vendor Total:			2,823.00							
V0011 VILLAGE NURSERIES, INC.											
	21-01030	08/31/21	GATOR BAG								
	1		INV. 12474 - GATOR BAG	26.99	1-01-26-290-001-129	B	Maint.& Replace-Street Trees	R	08/31/21	09/16/21	12474 N
	Vendor Total:			26.99							
VORTE010 VORTEX SERVICES, LLC											
	21-00864	07/27/21	8 HR DAY JET/VAC 5 DAYS								
	1		8 HR DAY JET/VAC DAY 5	1,450.00	1-09-55-501-002-537	B	Sewer Main Cleaning & Testing	R	07/27/21	09/16/21	304672 N
	Vendor Total:			1,450.00							
W0002 W.B. MASON CO., INC.											
	21-01020	08/31/21	OFFICE SUPPLIES INV 222518929								
	1		CENTRAL OFFICE SUPPLIES	186.69	1-01-20-125-001-036	B	Office Supplies	R	08/31/21	09/16/21	222518929 N
	2		WTP OFFICE SUPPLIES	132.94	1-09-55-501-001-509	B	Office Supplies/Downtown	R	08/31/21	09/16/21	222518929 N
	3		AWWTP OFFICE SUPPLIES	24.03	1-09-55-501-002-509	B	Office Supplies - Admin.	R	08/31/21	09/16/21	222518929 N
				343.66							
	Vendor Total:			343.66							
W0073 WASTE MANAGEMENT OF NJ, INC.											
	21-00343	03/23/21	RECYCLING RES 2017-31 YEAR 5		B						
	11		INV 3012000-0502-5 9/1/21	4,731.33	1-01-26-311-001-029	B	Recycling Contract co-mingle-paper/cdbd	R	08/12/21	09/16/21	3012000-0502-5 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						
	37		INV 3012901-0502-4 BORO HALL/	264.71	1-01-26-305-001-029	B	Contract-Dumpsters	R	02/11/21	09/16/21	3012901-0502-4 N
	38		INV 3012899-0502-0 HOUSING	530.00	1-01-26-305-001-029	B	Contract-Dumpsters	R	02/11/21	09/16/21	3012899-0502-0 N
	39		INV 3012899-0502-0 HOUSING	353.00	1-01-26-305-001-029	B	Contract-Dumpsters	R	02/11/21	09/16/21	3012899-0502-0 N

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
				Item Description	Amount	Charge Account							
W0071	WASTE MGMT OF NEW JERSEY, INC.	Continued											
21-00150	02/11/21	DUMPSTER RES	2020-136T07/31/21	Continued									
40	INV	3012900-0502-6	MUNIPARKING	1,060.00	1-01-26-305-001-029	B Contract-Dumpsters	R	02/11/21	09/16/21		3012900-0502-6	N	
41	INV	3012900-0502-6	MUNIPARKING	435.00	1-01-26-305-001-029	B Contract-Dumpsters	R	02/11/21	09/16/21		3012900-0502-6	N	
				2,642.71									
	Vendor Total:			2,642.71									

Total Purchase Orders: 63 Total P.O. Line Items: 133 Total List Amount: 65,136.28 Total Void Amount: 0.00

Totals by Year-Fund								
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total	Total
CURRENT FUND	1-01	36,486.93	0.00	36,486.93	0.00	0.00	0.00	36,486.93
	1-09	17,380.25	0.00	17,380.25	0.00	0.00	0.00	17,380.25
	1-21	0.00	0.00	0.00	0.00	0.00	6,469.25	6,469.25
	Year Total:	53,867.18	0.00	53,867.18	0.00	0.00	6,469.25	60,336.43
GENERAL CAPITAL	C-04	4,316.25	0.00	4,316.25	0.00	0.00	0.00	4,316.25
TRUST OTHER - FUND #12	T-12	483.60	0.00	483.60	0.00	0.00	0.00	483.60
	Total of All Funds:	58,667.03	0.00	58,667.03	0.00	0.00	6,469.25	65,136.28

Project Description	Project No.	Rcvd Total	Held Total	Project Total
Swig Arts Center Expansion	2019-06IF	6,226.75	0.00	6,226.75
Site Plan Application #2020-01	3PRCLLC	242.50	0.00	242.50
Total of All Projects:		<u>6,469.25</u>	<u>0.00</u>	<u>6,469.25</u>

Resolution 2021-150

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

APPOINTING AND AUTHORIZING AN AGREEMENT FOR PROFESSIONAL AFFORDABLE HOUSING LEGAL SERVICES – SCOTT MICCIO, ESQ. – PARKER MCCAY, P.A.

WHEREAS, due to the resignation of Jolanta Maziarz, Affordable Housing Attorney, there exists the need for specialized affordable housing legal services for the duration of 2021; and

WHEREAS, the Borough Council wishes to appoint Scott Miccio, Esq. of the Law Office of Parker McCay, P.A. of Hamilton, New Jersey as the Affordable Housing Attorney effective September 20, 2021; and

WHEREAS, the cost for the proposed services shall not exceed \$10,000.00 without further approval by the Borough Council; and,

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

WHEREAS, the Borough Attorney has reviewed and approved the contract for execution by the Borough; and

WHEREAS, the Local Public Contracts Law authorizes the awarding of a contract for “professional services” without public advertising for bids and bidding, provided that the Resolution authorizing the contract and the contract itself are available for public inspection in the office of the Municipal Clerk and that notice of the awarding of the contract be published in a newspaper of general circulation in the municipality; and

WHEREAS, it has been determined that the value of this contract may exceed \$17,500, and therefore the contract is also subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.*; and

WHEREAS, the anticipated term of this contract is for the remainder of 2021, and until the appointment and qualification of a successor, and it may only be renewed 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;

WHEREAS, Law Office of Parker McCay, P.A., has completed and submitted a Business Entity Disclosure Certification pursuant to the Local Unit Pay-to-Play law (specifically, at N.J.S.A. 19:44A-20.8), and has further submitted a certification that the firm is in compliance with the Borough’s own Pay-to-Play ordinance (Section 2-59 of the *Revised General Ordinances of the Borough of Hightstown*);

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, as follows:

1. That the Mayor is authorized to execute and the Borough Clerk to attest an Agreement between the

Borough of Hightstown and Scott Miccio, Esq of Parker McCay, P.A., regarding the above-referenced professional affordable housing legal services, as set forth herein.

2. That this contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because Parker McCay, P.A. is a firm who is authorized by law to practice a recognized profession.
3. That this contract is being awarded in accordance with the Local Unit Pay-to-Play Law and Section 2-59 of the *Revised General Ordinances of the Borough of Hightstown*, and the Business Disclosure Entity Certification, and other certifications required pursuant to same shall be placed on file with the contract.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on September 20, 2021.

Margaret Riggio
Borough Clerk

**MUNICIPAL ATTORNEYS'
CONTRACT OF EMPLOYMENT**

THIS AGREEMENT, made this 13 day of **September 2021** between the **BOROUGH OF HIGHTSTOWN**, a municipal corporation organized pursuant to and governed by the laws of the State of New Jersey, with its principal office located at 156 Bank Street, Hightstown, New Jersey 08520 (hereinafter referred to as the "Borough") and **PARKER McCAY P.A.**, a firm of licensed New Jersey attorneys, located at 3840 Quakerbridge Road, Suite 200, Hamilton, New Jersey 08619 (hereinafter referred to as the "Attorneys"),

WITNESSETH the following:

WHEREAS, there exists a need for the Borough to obtain counsel to provide legal services to the Borough for the year **2021** and appointment of **Affordable Housing attorney** is authorized by State law;

WHEREAS, Parker McCay P.A. is a firm of licensed New Jersey attorneys at law and is qualified and able to render legal services to the Township and its Mayor and governing body concerning Affordable Housing issues; and

WHEREAS, the Local Public Contracts Law [N.J.S.A. 40A:11-1, *et seq.*] permits the award of contracts for "professional services" without competitive bids, and the services contemplated to be rendered by the Attorneys qualify as "professional services" under said law; and

WHEREAS, the Mayor and governing body have reviewed existing appropriations of funds and represents that sufficient funds have been appointed to pay for the professional services rendered by the Attorneys; and

WHEREAS, there is a need to reduce to writing the understanding and agreement that exists between the Borough and the Attorneys;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. **SCOPE & TERM** – The Attorneys agree to provide general legal services more particularly described within the agreement for the fees specified herein for a term between September __, 2021 and December 31, 2021, or until a successor is qualified and appointed, whichever occurs. **Scott T. Miccio, Esquire**, a member of the Firm, will be the attorney principally responsible for providing legal services to the Borough during the term of this contract.

2. **COMPENSATION** – For and in consideration of the services to be performed by the Attorneys on behalf of the Borough, the Borough agrees to pay promptly upon receipt of an appropriate voucher all charges for services rendered and costs expended. The Attorneys' fee shall be based on the fee schedule annexed hereto and made part hereof as **Exhibit B**.

3. **BILLING PROCEDURE** – In accordance with this contract, the Attorneys will provide billings on a periodic basis which will cover all fees and costs rightfully due and owing for the services they have performed or the out-of-pocket expenses they have incurred on behalf of the Borough.

4. **AUTHORIZATION OF WORK** – The fees referred to herein shall be applicable to all legal services rendered to the Borough. The Mayor and/or a majority of the members of the Township governing body shall have the power to authorize work under this contract to the extent that there are funds appropriated. The Mayor and/or governing body, prior to authorizing specific assignments on matters, may request from the Attorneys an estimate of the fees and costs anticipated.

5. **DUTIES** – The Borough hereby authorizes the Attorneys to be the legal advisors to the Mayor, governing body, and any other municipal officers or employees that the Mayor or governing body shall designate with regard to affordable housing matters, except as may be prohibited by the canons of professional ethics or applicable state and federal laws and regulations. The Attorneys shall prosecute and defend actions by and against the Borough in accordance with the law (except for those matters in Municipal Court, which are to be prosecuted by the municipal prosecutor) relating to affordable housing matters; and in furtherance of these powers and this authority, but without limitation thereto;

A. act as the chief legal officers for the Mayor and governing body with regard to affordable housing matters and employ at their expense such personnel as are deemed necessary to carry out the duties prescribed for the office of municipal attorneys;

B. advise the Borough as to the form and sufficiency of all ordinances, resolutions and other actions taken, prior to their being enacted, passed or taken, relating to affordable housing matters;

C. review and approve all contracts, deeds, documents and other instruments prior to the execution thereof by or on behalf of the Borough; relating to affordable housing matters;

D. conduct appeals from orders, decisions or judgements affecting any interest of the Borough as they, in their discretion may determine to be necessary or desirable, or as directed by the Borough, relating to affordable housing matters;

E. subject to the approval of the Mayor and governing body, have the power to enter into any agreement, compromise or settlement of any litigation in which the Borough is involved, relating to affordable housing matters;

F. render opinions orally or in writing upon any question of law submitted to them by the mayor or any member of the governing body, or anyone else authorized by the governing body or the Mayor to submit such questions with respect to their official powers and duties or the powers and duties of any officer or employee of the Borough, relating to affordable housing matters;

G. maintain a record of all actions, suits, proceedings and matters which relate to the Borough's interests and report thereon from time to time to the Mayor and governing body as they require, and

H. have such other and different functions, powers and duties as may be provided by Borough resolutions, State statutes or administrative regulations.

6. SPECIAL COUNSEL – The Borough grants to the Attorneys, whenever the Attorneys deem the interest of the Borough require it, the right, with the approval of the governing body and within the limits of the available appropriations, to appoint legal counsel to assist them in the preparation, trial or argument of such legal matters or proceedings as they may determine. If the Attorneys should be disqualified with respect to any matter, the governing body shall appoint special counsel to represent the Borough with respect to such matters.

7. PUBLIC OFFICIAL – It is recognized that the Attorneys, while operating under this contract, will be performing a variety of services in a variety of capacities. It is hereby understood and agreed that the Attorneys, while acting on behalf of the municipality, are subject to the rights, duties and privileges that such an office entails, including any and all rights, privileges and immunities the Attorneys may enjoy under the New Jersey Tort Claims Act [N.J.S.A. 50:1-1, et seq.].

8. LIMITATIONS ON SCOPE OF WORK – This contract contemplates that the Attorneys will provide the services outlined within this contract for the funds provided. However, this contract further contemplates that there will be no unusual, unreasonable or material changes in the required scope of legal services delineated herein which will frustrate the desired goals of the parties. In the event that either party shall notify the other party to this contract, and upon such a determination the parties agree that the Borough may terminate further services in connection with the projects herein described until and unless additional funds are lawfully provided by the Borough and the written contract, covering the services to be performed has been entered into between the parties hereto.

9. **TERMINATION** – The Attorneys’ contract with the Borough shall be deemed terminated upon action by the Borough’s governing body either by action to so terminate or by appointment of a new Affordable Housing Attorney at the beginning of the year **2022**. In the event neither situation occurs, then this contract shall continue in full force and effect to the same extent that funds are provided until a new contract has been entered into between the parties or until a successor has been appointed and qualified.

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

BOROUGH OF HIGHTSTOWN

A municipal corporation of New Jersey,

By: _____
LAWRENCE D. QUATTRONE, MAYOR

ATTEST: _____
DEBRA L. SOPRONYI,
ADMINISTRATOR/CLERK

PARKER McCAY P.A.
A Firm of Attorneys-at-Law

BY: *Scott T. Miccio*
SCOTT T. MICCIO, ESQUIRE
A Member of the Firm

EXHIBIT B
FEE SCHEDULE

- Affordable Housing: \$165/hour
- Disbursements:
 - Lexis Research: Varies According to Usage

Resolution 2021-151

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

AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on September 20, 2021, via www.zoom.com, that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed:

Attorney Client Privilege

Contract Negotiations – Americana Diner

Contract Negotiations – Police/Court Facilities

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public December 20, 2021, or when the need for confidentiality no longer exists.

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with sections 8 and 4a of the Open Public Meetings Act.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on September 20, 2021.

Margaret Riggio
Borough Clerk



**THE BOROUGH OF HIGHTSTOWN
PLANNING BOARD**

156 Bank Street, Hightstown, NJ 08520
Phone: 609-490-5100 x617 Fax: 609-371-0267

TO: Peggy Riggio, Borough Clerk
FROM: Jane Davis, Planning Board Secretary
DATE: September 16, 2021
RE: Proposed changes to Development Fee Ordinance

At the September 13th, 2021 Meeting, the Planning Board reviewed and discussed the proposed ordinance changes to the Development Fee Ordinance. Please find attached a memo from our Planner, Brian Slaugh, and the agreed-upon proposed changes to the code. Please submit this during the upcoming Council meeting for their review and consideration.

Thank you.



MEMORANDUM

Clarke Caton Hintz

Architecture
Planning
Landscape Architecture

To: Hightstown Borough Council
From: Brian Slaugh, PP, AICP, Borough Planner
Re: Development Fee Ordinance Referral
Date: September 16, 2021

100 Barrack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel: 609 883 8383
Fax: 609 883 4044

On September 13 the Planning Board considered the referral of an ordinance to revise the mandatory development fee regulations found in Section 26-10 of the Borough Code. When I received the ordinance for referral on Monday, I noticed that there were a few areas that should be expanded to comport with the existing consensus view of such ordinances. This view has developed over time as mandatory fee ordinances have undergone judicial scrutiny in the declaratory judgment actions in superior court over the past six years. I quickly put together an alternative ordinance that includes these additional areas and the Planning Board, after hearing my explanation, recommends that the Borough Council consider this alternative ordinance in lieu of the referred ordinance. More specifically, it updates the purpose statement, adds exemption sections for both residential and non-residential development, and addresses the changes that came about from the Statewide Non-Residential Development Fee Act. Furthermore, it includes the processes for the collection of fees and spells out the procedures for appealing those fees, which follows the procedures outlined in the Act. This alternative ordinance is attached to this memorandum.

The ordinance will need to be placed into proper ordinance adoption format by the Borough Attorney for either version. The Council may also wish to consider the repeal of Subsection 26-10-9 which pertains to matters that are not germane to the Borough at this time.

Att.

Cc. Dimitri Musing, Borough Administrator
Frederick Raffetto, Esq., Borough Attorney
Jane Davis, Planning Board Secretary

John Hatch, FAIA
George Hibbs, AIA
Brian Slaugh, AICP
Michael Sullivan, AICP
Michael Hanrahan, AIA
Mary Beth Lonergan, AICP

Subsection 26-10-1. Purpose.

This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Section shall be used for the sole purpose of providing very low-, low- and moderate-income housing.

[Subsection 26-10-2 shall remain unchanged]

Subsection 26-10-3. Residential Development Fees.

a. Imposition of fees.

1. Within the Borough of Hightstown, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.
2. When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a bonus development fee of 6.0% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage of 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

b. Eligible exactions, ineligible exactions and exemptions for residential development

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units, or by redevelopment agreement or other agreement with the Borough of Hightstown, shall be exempt from the payment of development fees.

2. Developments that received preliminary or final site plan or subdivision approval prior to January 1, 2005 shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.
3. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
4. No development fee shall be collected for a demolition and replacement of a residential building resulting from fire, war, or a natural disaster.

Subsection 26-10-4. Non-Residential Development Fees.

- a. Imposition of fees.
 1. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted below, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
 2. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted below, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
 3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.
- b. Eligible exactions, ineligible exactions and exemptions for non-residential development.
 1. The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5% development fee, unless otherwise exempted below.

2. The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
3. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/ Exemption." Any exemption claimed by a developer shall be substantiated by that developer.
4. A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
5. If a property that was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Borough of Hightstown as a lien against the real property of the owner.

Subsection 26-20-6. Collection of Fees.

- a. The Borough of Hightstown shall use the following procedures in the collection of fees:
 1. Upon the passage of the resolution of memorialization granting of a preliminary, final or other applicable approval for a development, the Planning Board Secretary shall notify the construction code official responsible for the issuance of a building permit of the approving authority's action.
 2. Once all prior approvals have been obtained, the person requesting a building permit application for a non-residential development, only, shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption," to be completed by the developer as part of the building permit application. The construction code official shall verify the information submitted by the non-residential developer or developer's designee. The Hightstown Borough tax assessor shall verify any requested exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
 3. The construction code official responsible for the issuance of a building permit shall notify the Borough tax assessor of the issuance of the first construction permit for a development that is subject to a development fee.

4. Within 90 days of receipt of that notice, the Borough tax assessor shall provide an estimate, based on the plans filed, of the equalized assessed value of the development.
 5. The construction code official responsible for the issuance of a final certificate of occupancy shall notify the Borough tax assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.
 6. Within 10 business days of a request for the scheduling of a final inspection, the Borough tax assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
 7. Should the Borough of Hightstown fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L.2008, c.46 (C.40:55D-8.6).
 8. Fifty percent (50%) of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the construction permit and that determined at the time of issuance of certificate of occupancy.
- b. Appeal of development fees.
1. A developer may challenge residential development fees imposed by filing a challenge with the Mercer County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the Municipal Finance Officer of the Borough of Hightstown. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 2. A developer may challenge non-residential development fees imposed by filing a challenge with the director of the New Jersey Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Borough of Hightstown. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 *et seq.*, within 90 days after the

date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.