

**Agenda**  
**Hightstown Borough Council**  
 October 4, 2021  
 6:30 PM – Public Session

[www.zoom.com](http://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**

#### **Minutes**

August 2, 2021 – Public Session

August 2, 2021 – Executive Session

August 16, 2021 – Public Session

August 16, 2021 – Executive Session

#### **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 2021-13 Public Hearing and Final 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 Public Hearing and Final Reading** Amending Chapter 12, Entitled "Housing", of the Revised General Ordinances of the Borough of Hightstown

**Ordinance 2021-15 First Reading and Introduction** An Ordinance Amending and Supplementing Chapter 26, Entitled "Land Use" Section 10, Entitled "Mandatory Developer Fees", of the "Revised General Ordinances of the Borough of Hightstown, New Jersey."

- Resolutions**
  - 2021-152** Authorizing Payment of Bills
  - 2021-153** Authorizing a Share Services Agreement Between the Borough of Hightstown and the Township of Robbinsville for the Construction and Sharing of a New Police/Municipal Court Facility

- Consent Agenda**
  - 2021-154** Accepting Membership of Emily Miller in Hightstown Engine Company No. 1
  - 2021-155** Extending the Grace Period for Payment of 2021 Third Quarter Taxes
  - 2021-156** Authorizing Refund of Tax Overpayment – 32 Norton Avenue

- New Business**
  - Animal Control Officer
  - Special Events Permit
  - First Aid Vehicles

**Old Business**

**Subcommittee Reports**

**Mayor/Council/Administrative Reports**

- Executive Session**
  - Resolution 2021-157** Authorizing a Meeting that Excludes the Public
    - Personnel – Professional Services

**Adjournment**

# Borough Council Minutes Forthcoming

# 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: September 20, 2021

Adoption:

**ATTEST:**

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MARGARET RIGGIO  
MUNICIPAL CLERK

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LAWRENCE D. QUATTRONE  
MAYOR

# 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):

### Chapter 13

### HOUSING

#### Sections:

13-1	GENERAL PROVISIONS
13-2	ADMINISTRATION AND ENFORCEMENT
13-3	HOUSING STANDARDS FOR OWNER OCCUPIED UNITS AND RENTAL UNITS
13-4	ADDITIONAL HOUSING STANDARDS FOR RENTAL UNITS
13-5	INSPECTIONS; NOTICE; HEARINGS
13-6	UNFIT BUILDINGS
13-7	TRANSFER OF PROPERTY
13-8	CERTIFICATE OF COMPLIANCE REQUIREMENT FOR CHANGES IN OCCUPANCY OF RENTED DWELLINGS
13-9	VIOLATIONS AND PENALTIES
13-10	BOARDINGHOUSES AND ROOMING HOUSES
13-11	Reserved
13-12	REGISTRATION OF RESIDENTIAL RENTAL PROPERTIES

**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:**

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

**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 be 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.**

b. **In addition, the following requirements shall apply:**

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 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 residential dwelling unit which the owner utilizes as its primary residence. 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.

(g) **Rental registration is required prior to advertising for rent. (See subsection 13-3-12).**



(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) 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 30<sup>th</sup>. Beginning May 1<sup>st</sup> a late fee of \$25.00 per month/per unit will be assessed on all Rental Renewal applications.

(Ord. No. 2015-22)

**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
<b>First offense</b>	<b>\$100</b>
<b>Second offense</b>	<b>\$200 Court appearance required</b>
<b>Subsequent Offenses</b>	<b>Not to Exceed \$2,000 Court appearance required</b>
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
<b>First offense</b>	<b>\$150</b>
<b>Second offense</b>	<b>\$300 Court appearance required</b>
<b>Subsequent Offenses</b>	<b>Not to Exceed \$2,000 Court appearance required</b>
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
<b>First offense</b>	<b>\$250</b>
<b>Second offense</b>	<b>\$500 Court appearance required</b>
<b>Subsequent Offenses</b>	<b>Not to Exceed \$2,000 Court appearance required</b>

- 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: September 20, 2021

Adoption:

**ATTEST:**

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MARGARET RIGGIO  
MUNICIPAL CLERK

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LAWRENCE D. QUATTRONE  
MAYOR

# ORDINANCE 2021-15

BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY

## AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 26, ENTITLED “LAND USE”, SECTION 10, ENTITLED “MANDATORY DEVELOPER FEES”, OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY.”

**WHEREAS**, the Borough Planner has made certain recommendations for revisions to Chapter 26, “Land Use”, Section 10, entitled “Mandatory Development Fees” of the Borough Revised General Ordinances of the Borough of Hightstown; and

**WHEREAS**, the Borough Council has reviewed and concurs with these recommendations.

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

Section 1. Chapter 26 “Land Use”, Section 10, entitled “Mandatory Developer Fees” is hereby amended as follows (underline for additions, strikethroughs for deletions):

### Section 26-10

#### MANDATORY DEVELOPMENT FEES

##### Subsections:

26-10-1	<b>Purpose.</b>
26-10-2	<b>Definitions.</b>
26-10-3	<b>Residential Development Fees.</b>
26-10-4	<b>Non-Residential Development Fees.</b>
26-10-5	<b>Exemptions.</b>
26-10-6	<b>Collection of Fees.</b>
26-10-7	<b>Housing Trust Fund.</b>
26-10-8	<b>Use of Funds.</b>
<del>26-10-9</del>	<del>Expiration of Ordinance.</del>

##### 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. In the case of Holmdel Builder’s Association vs. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, et seq., and the State Constitution subject to the Council on Affordable Housing’s (COAH’s) adoption of appropriate rules and/or approval from New Jersey Superior Court. The purpose of this Ordinance is to establish standards for the collection, maintenance and expenditure of development fees pursuant to applicable affordable housing rules. Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing low and moderate income housing. This Ordinance shall be interpreted within the framework of current affordable housing rules on development fees.~~

##### Subsection 26-10-2. Definitions.

The following terms shall have the meanings indicated:

- a. “COAH” means the New Jersey Council on Affordable Housing.
- b. “Development fees” means money paid by an individual, person, partnership, association, company or corporation for the improvement of property as permitted in current affordable housing rules.
- c. “Equalized assessed value” means the value of a property determined by the municipal tax assessor through a process designed to ensure that all property in the municipality is assessed at the same assessment ratio or ratios required by law. Estimates at the time of issuance of a building permit may be obtained utilizing estimates for construction cost. Final equalized assessed value will be determined at project completion by the municipal tax assessor.
- d. “Judgment of Compliance” means a judgment issued by the Superior Court approving a municipality’s housing element and fair share plan in accordance with the provisions of the Fair Housing Act and the rules and criteria as set forth herein. A grant of substantive certification shall be valid for a period of ten years or as otherwise may be determined by the Superior Court in accordance with the terms and conditions therein.

**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.

~~a. Within all districts of the Borough of Hightstown, developers shall pay a development fee of one and one half percent (1.5%) of the equalized assessed value of the residential development with an assessed value less than \$150,000 and one percent (1.0%) of the equalized assessed value of the residential development with an assessed value equal to or greater than \$150,000, provided no increased density is permitted. Notwithstanding the aforementioned, developers shall pay a development fee of one and one half percent (1.5%) of the equalized assessed value for all rental apartments.~~

~~b. If a "d" variance is granted pursuant to N.J.S.A. 40:55d-70d, then the additional residential units realized (above that which is permitted by right under the existing zoning) will incur a bonus development fee of six percent (6%) rather than the development fee of one and one half percent (1.5%).~~

#### **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.

~~a. Developers within the Borough of Hightstown shall pay a fee of two and one half percent (2.5%) of the equalized assessed value for nonresidential development in the Borough of Hightstown, including but not limited to service uses, contractors, schools, and churches. Developers shall pay a fee of two percent (2.0%) of the equalized assessed value for retail and office use development, except in those incidents where they provide and maintain outdoor eating or other similar public gathering space; such retail and office uses shall pay a fee of one and one half percent (1.5%).~~

~~b. If a "d" variance is granted pursuant to N.J.S.A. 40:55D-70d, then the additional floor area realized (above what is permitted by right under the existing zoning) will incur a bonus development fee of six percent (6%) rather than the development fee of two and one half percent (2.5%).~~

#### **Subsection 26-10-5. Exemptions.**

- a. Developers of low and moderate income units shall be exempt from paying development fees.
- b. Developers that have received preliminary or final Approval(s) prior to the effective date of this Ordinance shall be exempt from paying a development fee unless the developer seeks a substantial change in the approval.
- c. Developers who demolish and replace or renovate and re-occupy abandoned housing units shall be exempt from paying development fees, provided the number of housing units on the property does not increase.
- d. Home improvements or expansions shall be exempt from development fees, provided the improvements or expansions do not create any new housing units.
- e. There shall be no fee for improvements to non-residential uses when the improvements do not increase the intensity of the existing use. For instance, there shall be no fee for façade or signage improvements.
- f. Development projects that are the subject of redevelopment agreements, in which case development fee obligations will be negotiated as part of the redevelopment agreement.

#### **Subsection 26-10-6. 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.

~~a. Developers shall pay fifty percent (50%) of the calculated development fee to the Borough of Hightstown at the time of issuance of a building permit. At the time of issuance of a Certificate of Occupancy, developers shall pay the remaining portion of the fee that is owed to the Borough.~~

**Subsection 26-10-7. Housing Trust Fund.**

There is hereby created an interest bearing housing trust fund for the purpose of receiving development fees from all residential and nonresidential developers. All development fees paid by developers pursuant to this Ordinance shall be deposited into this fund. No money shall be expended from the housing trust fund unless the expenditure conforms to an approved spending plan.

**Subsection 26-10-8. Use of Funds.**

- a. Money deposited in the housing trust fund may be used for any activity identified in the Borough's approved

housing plan for addressing the Borough of Hightstown's low and moderate income housing obligation. Such activities may include, but are not necessarily limited to: housing rehabilitation, new construction, the purchase of land for low and moderate income housing, extensions and/or improvements of roads and infrastructure to low and moderate income housing sites, assistance designed to render units for more affordable to low and moderate income households and administrative costs necessary to implement the Borough of Hightstown's housing element. The expenditure of all money shall conform to an approved spending plan.

b. At least thirty percent (30%) of the revenues collected shall be devoted to render units more affordable. Examples of such activities include, but are not limited to: down payment and closing cost assistance, low interest loans and rental assistance.

c. No more than twenty percent (20%) of the revenues collected each year shall be expended on administrative costs necessary to develop, revise or implement the housing element. Examples of eligible administrative activities include: personnel, consultant services, space costs, consumable supplies and rental or purchase of equipment directly associated with plan development or plan implementation.

d. Development fee revenues shall not be expended to reimburse the Borough of Hightstown for housing activities that preceded a first or second round substantive certification.

**~~Subsection 26-10-9. Expiration of Ordinance.~~**

~~This Ordinance shall expire if:~~

~~a. The Borough of Hightstown's petition for substantive certification is dismissed or denied;~~

~~b. The Borough of Hightstown's substantive certification or this Ordinance are revoked.~~

**Section 2. Severability.** If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the Zoning Ordinance as a whole, or any other part thereof.

**Section 3. Repealer.** All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

**Section 4. Enactment.** This Ordinance shall take effect upon the filing thereof with the Mercer County Planning Board after final passage, adoption, and publication by the Borough Clerk of the Borough of Hightstown in the manner prescribed by law.

Introduction:

Adoption:

**ATTEST:**

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MARGARET RIGGIO  
MUNICIPAL CLERK

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LAWRENCE D. QUATTRONE  
MAYOR

# Resolution 2021-152

*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 \$196,668.94 from the following accounts:

Current		\$63,137.36
W/S Operating		58,221.48
General Capital		63,441.85
Water/Sewer Capital		7,224.25
Grant		1,200.00
Trust		400.00
Unemployment Trust		0.00
Animal Control		0.00
Law Enforcement Trust		0.00
Tax Lien Trust		0.00
Public Defender Trust		0.00
Escrow		<u>3,044.00</u>
Total		<u>\$196,668.94</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 October 4, 2021.

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Margaret Riggio  
Borough Clerk

Date: October 4, 2021

To: Mayor and Council

From: Finance Office

Re: Manual Bill List for 10/4/2021

<u>CURRENT ACCOUNT</u>	<u>DATE ISSUED</u>	<u>PO #</u>	<u>CHECK #</u>	<u>Amount</u>
BANK OF AMERICA	9/17/2021	21-01097	33021	\$ 1,530.97
AT&T MOBILITY	9/21/2021	21-01125	33022	\$ 75.06
TOTAL				<u>\$1,606.03</u>
 <u>WATER AND SEWER OPERATING</u>				
BANK OF AMERICA	9/17/2021	21-01097	33021	\$ 211.97
TOTAL				<u>\$ 211.97</u>
 <u>ESCROW</u>				
TOTAL				<u>\$ -</u>
 <u>GRANT</u>				
TOTAL				<u>\$ -</u>
 <u>TRUST- OTHER</u>				
TOTAL				<u>\$ -</u>
 <u>ANIMAL CONTROL TRUST</u>				
TOTAL				<u>\$ -</u>
 <u>LAW ENFORCEMENT TRUST</u>				
TOTAL				<u>\$ -</u>
 <u>UNEMPLOYMENT TRUST</u>				
TOTAL				<u>\$ -</u>
 <u>PUBLIC DEFENDER TRUST</u>				
TOTAL				<u>\$ -</u>
 <u>TAX LIEN TRUST</u>				
TOTAL				<u>\$ -</u>
 <u>GENERAL CAPITAL</u>				
TOTAL				<u>\$ -</u>
 <u>WATER AND SEWER CAPITAL</u>				
TOTAL				<u>\$ -</u>
MANUAL TOTAL				<u>\$1,818.00</u>

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
<b>A0010 ADVANCE AUTO PARTS/CAPITAL ONE</b>													
		21-01160	09/28/21	HPD VEHICLE MAINTENANCE									
		1		HPD VEHICLE MAINTENANCE	19.47	1-01-26-315-001-131	B Vehicle Maint. - Police	R	09/28/21	09/29/21		6372120024507	N
		Vendor Total:			19.47								
<b>A0164 ALLIED BOILER REPAIR CORP.</b>													
		21-01119	09/16/21	INV #18302 ANNUAL CLEANING									
		1		LABOR FOR ANNUAL BOILER	1,300.00	1-09-55-501-002-503	B Sewer Plant Maintenance	R	09/16/21	09/29/21		18302	N
		2		PROBE TYPE LOW WATER CUT- OFF	231.07	1-09-55-501-002-503	B Sewer Plant Maintenance	R	09/16/21	09/29/21		18302	N
		3		COMBUSTION ANALYZER SET UP FEE	125.00	1-09-55-501-002-503	B Sewer Plant Maintenance	R	09/16/21	09/29/21		18302	N
					1,656.07								
		Vendor Total:			1,656.07								
<b>AMERI025 AMERICAN BANKERS INS CO FLORID</b>													
		21-01098	09/16/21	HFD FLOOD INSURANCE 11/11/21									
		1		HFD FLOOD INSURANCE 11/11/21	2,869.00	1-01-23-210-003-112	B General Liability-JIF	R	09/16/21	09/29/21		74057807252020	N
		Vendor Total:			2,869.00								
<b>A1012 APPLIED ANALYTICS, INC.</b>													
		21-00920	08/11/21	ABB-60 METER SENSOR									
		1		ABB-60 METER SENSOR	350.00	1-09-55-501-002-506	B Lab. Equipment & Supplies	R	08/11/21	09/29/21		A21-24223	N
		Vendor Total:			350.00								
<b>A0054 AQUA PRO-TECH LABORATORIES</b>													
		21-01114	09/16/21	INVOICE #1080154M									
		1		INVOICE #1080154M	2,412.26	1-09-55-501-002-532	B Outside Lab Testing	R	09/16/21	09/29/21		1080154M	N
		Vendor Total:			2,412.26								



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
<b>H0461 COMMUNITY ACTION SERVICE CTR.</b>														
		21-01122	09/16/21	DONATIONS/ADV LATINO FESTIVAL										
		1		DONATIONS/ADV LATINO FESTIVAL	300.00	G-02-41-761-000-000	B	Mercer County Local Arts Grant	R	09/16/21	09/29/21		I-144328	N
		Vendor Total:			300.00									
<b>CONCE005 CONCENTRA MEDICAL CENTERS</b>														
		21-01010	08/31/21	PHYS EXAM RUPP INV 513670651										
		1		PHYS EXAM RUPP INV 513670651	204.50	1-01-26-290-001-093	B	Employee Physicals/Drug Tests	R	08/31/21	09/29/21		513670651	N
		Vendor Total:			204.50									
<b>C0088 CUSTOM ENVIRONMENTAL TECH, INC</b>														
		21-00064	02/01/21	RES 2020-233 ZETA LYTE 2800CH			B							
		14	INV 7332 9/13/21	ZETA LYTE	5,363.60	1-09-55-501-002-544	B	Zeta Lyte 2800CH-Custom Envir.Tech, Inc.	R	07/27/21	09/29/21		7332	N
		Vendor Total:			5,363.60									
<b>DASTI005 DASTI, MURPHY &amp; MCGUCKIN, P.C.</b>														
		21-01132	09/20/21	INV 110661 MUNI COURT APPEAL										
		1		INV 110661 MUNI COURT APPEAL	700.00	1-01-20-155-001-027	B	General Matters	R	09/20/21	09/29/21		110661	N
		Vendor Total:			700.00									
<b>E0576 EAST WINDSOR REGIONAL SCHOOL</b>														
		21-01165	09/28/21	JULY 2021 FUEL USE										
		1		JULY 2021 FUEL USE - FIRE	263.68	1-01-31-460-001-166	B	Motor Fuel - Fire Dept.	R	09/28/21	09/29/21		JULY 2021	N
		2		JULY 2021 FUEL USE - POLICE	1,861.67	1-01-31-460-001-145	B	Motor Fuel - Police	R	09/28/21	09/29/21		JULY 2021	N
		3		JULY 2021 FUEL USE - 1ST AID	286.22	1-01-31-460-001-148	B	Motor Fuel - Emergency Medical	R	09/28/21	09/29/21		JULY 2021	N
		4		JULY 2021 FUEL USE - GARBAGE	1,282.13	1-01-31-460-001-147	B	Motor Fuel - Public Works	R	09/28/21	09/29/21		JULY 2021	N
		5		JULY 2021 FUEL USE - STREETS	676.76	1-01-31-460-001-147	B	Motor Fuel - Public Works	R	09/28/21	09/29/21		JULY 2021	N
		6		JULY 2021 FUEL USE - PARKS	87.49	1-01-31-460-001-147	B	Motor Fuel - Public Works	R	09/28/21	09/29/21			N
		7		JULY 2021 FUEL USE - WATER	98.79	1-09-55-501-001-512	B	Motor Fuel	R	09/28/21	09/29/21		JULY 2021	N
		8		JULY 2021 FUEL USE - SEWER	128.32	1-09-55-501-002-512	B	Motor Fuel	R	09/28/21	09/29/21		JULY 2021	N
		9		JULY 2021 FUEL USE - CONSTRUC	57.48	1-01-31-460-001-151	B	MOTOR FUEL-CONSTRUCTION DEPARTMENT	R	09/28/21	09/29/21		JULY 2021	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
<b>E0576 EAST WINDSOR REGIONAL SCHOOL Continued</b>										
	21-01165 09/28/21 JULY 2021 FUEL USE		Continued							
	10 JULY 2021 FUEL FACILITY FEE		120.00	1-01-31-460-001-144	B Upgrades to Fueling Facility	R	09/28/21	09/29/21	JULY 2021	N
			4,862.54							
	Vendor Total:		4,862.54							
<b>EXTRA005 EXTRA DUTY SOLUTIONS</b>										
	21-01127 09/20/21 SPRINGCREST DR (EARLE CO)									
	1 SPRINGCREST DR (EARLE) 140170		7,009.80	C-04-55-890-000-447	B SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	09/20/21	09/30/21	140170	N
	2 SPRINGCREST DR (EARLE) 850178		6,544.80	C-04-55-890-000-447	B SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	09/20/21	09/30/21	850178	N
	3 SPRINGCREST DR (EARLE) 140176		328.80	C-04-55-890-000-447	B SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	09/20/21	09/30/21	140170	N
	4 SPRINGCREST DR (EARLE) 140176		2,545.80	C-04-55-890-000-447	B SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	09/20/21	09/30/21	140170	N
	5 SPRINGCREST DR (EARLE) 850171		2,181.60	C-04-55-890-000-447	B SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	09/20/21	09/30/21	850171	N
	6 SPRINGCREST DR (EARLE) 140178		886.80	C-04-55-890-000-447	B SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	09/20/21	09/30/21	140178	N
	7 SPRINGCREST DR (EARLE) 140178		328.80	C-04-55-890-000-447	B SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	09/20/21	09/30/21	140178	N
	8 SPRINGCREST DR (EARLE) 850175		1,090.80	C-04-55-890-000-447	B SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	09/20/21	09/30/21	850175	N
	9 SPRINGCREST DR (EARLE) 850175		1,328.40	C-04-55-890-000-447	B SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	09/20/21	09/30/21	850175	N
	10 OAK LN & STOCKTON ST 850175		1,566.00	1-09-55-501-002-537	B Sewer Main Cleaning & Testing	R	09/20/21	09/30/21	850175	N
	11 SPRINGCREST DR (EARLE) 850163		1,220.40	C-04-55-890-000-447	B SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	09/20/21	09/30/21	850163	N
	12 SPRINGCREST DR (EARLE) 850178		885.60	C-04-55-890-000-447	B SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	09/20/21	09/30/21	850178	N
			25,917.60							
	Vendor Total:		25,917.60							
<b>G0181 FRANKLIN-GRIFFITH, LLC</b>										
	21-00780 07/12/21 LIGHT POLE WITH LED LUMINAIRE									
	1 QUOTE S118444755 - S8077DWG03		7,045.46	1-01-26-290-001-127	B Street Repair & Maintenance	R	07/12/21	09/30/21	S118444755	N
	21-00781 07/12/21 LED LUMINAIRE HEAD - NO POLE									
	1 QUOTE S118445540		2,813.05	1-01-26-290-001-127	B Street Repair & Maintenance	R	07/12/21	09/30/21	S118445540	N
	21-01065 09/13/21 ORDER #S118915972									
	1 SCADA CONDUIT REPAIR AT		67.53	1-09-55-501-002-503	B Sewer Plant Maintenance	R	09/13/21	09/30/21	S118915972.001	N
	Vendor Total:		9,926.04							

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
<b>FRENC005 French &amp; Parrello Associates</b>														
21-00847	07/23/21	ENGINEERING SVC	PEDDIELAKE DAM			B								
2	ENGINEERING SVC	PEDDIELAKE DAM	1,850.58	1-01-20-165-001-105	B	Peddie Lake Dam-Inspection	R	07/23/21	09/30/21		128096		N	
Vendor Total:				1,850.58										
<b>GARYR010 GARY R BANKS INDUSTRIAL GROUP</b>														
21-00798	07/13/21	ESTIMATE #BS-AWWTP-421-21												
1	SECONDARY CLARIFIER	SOUTH SIDE	4,894.00	1-09-55-501-002-503	B	Sewer Plant Maintenance	R	07/13/21	09/30/21		0721-5340		N	
Vendor Total:				4,894.00										
<b>G0171 GEORGE E. CONLEY ELECTRIC</b>														
21-00507	04/27/21	ELECTRICAL WORK AT WTP												
1	INV. 24860 - TROUBLESHOOT		187.50	1-09-55-501-001-503	B	Water Plant Maintenance	R	04/27/21	09/30/21		24860		N	
2	INV. 24839 - INSTALL OUTSIDE		692.25	1-09-55-501-001-503	B	Water Plant Maintenance	R	04/27/21	09/30/21		24839		N	
			879.75											
21-00646	06/03/21	INSTALL LIGHTS ON FH DRIVEWAY												
1	INV 24871	INSTALL LIGHTS TO FH	1,268.80	1-01-26-310-001-024	B	Building Maintenance	R	06/03/21	09/30/21		24871		N	
2	INV 24870	REPLACE LIGHTS IN FH	630.00	1-01-26-310-001-024	B	Building Maintenance	R	06/03/21	09/30/21		24870		N	
			1,898.80											
21-00874	07/27/21	ER REPAIR - RELAYS/CONTROLLERS												
1	ER REPAIR - RELAYS/CONTROLLERS		3,414.00	1-09-55-501-001-503	B	Water Plant Maintenance	R	07/27/21	09/30/21		24903		N	
Vendor Total:				6,192.55										
<b>G1077 GEORGE S. COYNE CO., INC.</b>														
21-00065	02/01/21	SODIUM BICARBONATE RES 20-239				B								
10	INV 367543	9/13/21 SOD BI-CARB	2,314.40	1-09-55-501-002-552	B	Sodium Bicarbonate	R	08/30/21	09/30/21		367543		N	
21-00066	02/01/21	LIME HI-CALC HYDRATED AWWTP				B								
6	INV 367291	9/10/21 LIME HI-CALC	1,127.50	1-09-55-501-002-553	B	Calcium Hydroxide (Lime)	R	07/23/21	09/30/21		367291		N	
21-00067	02/02/21	LIME HI-CALC HYDRATED WTP				B								
13	INV 367289	9/7/21 LIME HI-CALC	1,691.25	1-09-55-501-001-527	B	Calcium Hydroxide - Lime	R	08/25/21	09/30/21		367289		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
<b>G1077 GEORGE S. COYNE CO., INC. Continued</b>														
	21-00148	02/11/21	FLUOROSILICIC ACID (FLUORIDE)				B							
	11 INV	367290	9/21/21	FLUORIDE	950.92	1-09-55-501-001-528	B Fluorosilic Acid-	R	08/25/21	09/30/21			367290	N
	Vendor Total:				6,084.07									
<b>GOLDE005 GOLDEN NUGGET</b>														
	21-01128	09/20/21	NJWA MGMT & TECH CONF	LEWIS										
	1 NJWA MGMT & TECH CONF	10/20/21			94.00	1-01-20-130-001-041	B Conferences & Meetings	R	09/20/21	09/30/21			10/20/21	N
	Vendor Total:				94.00									
<b>H0126 HIGHTS ELECTRIC MOTOR, INC.</b>														
	21-01070	09/13/21	INVOICE #0956095	LABOR SPARE										
	1 LABOR TO ASSEMBLE SPARE				2,471.82	1-09-55-501-002-503	B Sewer Plant Maintenance	R	09/13/21	09/30/21			0956095	N
	21-01075	09/13/21	INV #0956094	REPLACEMENT SUMP										
	1 PHCC AC SUBMERSIBLE PUMP 1PH				574.18	1-09-55-501-002-503	B Sewer Plant Maintenance	R	09/13/21	09/30/21			0956094-IN	N
	Vendor Total:				3,046.00									
<b>J0378 J.W. KENNEDY &amp; SON INC WELDING</b>														
	21-01040	09/01/21	CYLINDER RENTAL											
	1 INV. R10923 - CYLINDER RENTAL				12.40	1-01-26-290-001-050	B DPW Work Equipment	R	09/01/21	09/30/21			R10923	N
	Vendor Total:				12.40									
<b>J0010 JAMMER DOORS</b>														
	21-01106	09/16/21	REPAIR FRONT BLDG DOORS											
	1 REPAIR FRONT BLDG DOORS				3,500.00	1-01-25-260-001-024	B Building Maintenance	R	09/16/21	09/30/21			28264	N
	Vendor Total:				3,500.00									
<b>J0258 JCP&amp;L (STREET LIGHTING)</b>														
	21-01146	09/22/21	ACCT 724 AND 765 DATED 10-5-21											
	1 100 011 415 765 STREET LIGHT				1,692.41	1-01-31-435-001-075	B Street Lighting	R	09/22/21	09/30/21			95596686178	N

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J0258	JCP&L (STREET LIGHTING)				Continued										
		21-01146	09/22/21	ACCT 724 AND 765 DATED 10-5-21	Continued										
		2	100 011 415 724	STREET LIGHT	371.16		1-01-31-435-001-075	B	Street Lighting	R	09/22/21	09/30/21		95596686177	N
					2,063.57										
	Vendor Total:				2,063.57										
J0069	JERSEY ELEVATOR LLC														
		21-01054	09/08/21	SEPT. 2021 CONTRACTUAL SERVICE											
		1	INV. 259497		184.33		1-01-26-310-001-029	B	Maintenance Contracts	R	09/08/21	09/30/21		259497	N
		21-01108	09/16/21	ELEVATOR REPAIR											
		1	INV. 260052 - ELEVATOR REPAIR		320.00		1-01-26-310-001-024	B	Building Maintenance	R	09/16/21	09/30/21		260052	N
	Vendor Total:				504.33										
JSHIN005	JSH INTERNATIONAL, LLC														
		21-01124	09/16/21	30 DAY SUPPLY BAE											
		1	30 DAY SUPPLY BAE		675.00		1-09-55-501-002-524	B	BAE Digester	R	09/16/21	09/30/21		1508	N
	Vendor Total:				675.00										
KUBIA005	KUBIAK ELECTRIC CO., INC.														
		21-01074	09/13/21	INVOICE #21-620 TROUBLE SHOOT											
		1	TROUBLE SHOOT & REPLACE PLC		1,719.93		1-09-55-501-002-503	B	Sewer Plant Maintenance	R	09/13/21	09/30/21		21-620	N
	Vendor Total:				1,719.93										
LAWES005	LAWES ENVIRONMENTAL SERVICES														
		21-01145	09/22/21	PROPERTY SWEEP											
		1	PROPERTY SWEEP		275.00		C-04-55-999-905-100	B	RESERVE FOR BUILDING _FEMA	R	09/22/21	09/30/21		240 MERCER ST	N
	Vendor Total:				275.00										
L0037	LINCOLN FINANCIAL GROUP														
		21-01129	09/20/21	OCT 2021 LIFE INSURANCE											
		1	OCT 2021 LIFE INSURANCE		272.40		1-01-23-210-003-115	B	Medical Ins-Emp] Grp Health	R	09/20/21	09/30/21		OCT 2021	N
		2	OCT 2021 LIFE INSURANCE		5.91		1-01-23-210-003-115	B	Medical Ins-Emp] Grp Health	R	09/20/21	09/30/21		OCT 2021	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>L0037 LINCOLN FINANCIAL GROUP Continued</b>											
	21-01129	09/20/21	OCT 2021 LIFE INSURANCE	Continued							
	3	OCT 2021	LIFE INSURANCE	54.48-	1-01-23-210-003-115	R	09/20/21	09/30/21		OCT 2021	N
	4	OCT 2021	LIFE INSURANCE WTP	18.16	1-09-55-501-001-514	R	09/20/21	09/30/21		OCT 2021	N
	5	OCT 2021	LIFE INSURANCE WTP	63.56	1-09-55-501-002-514	R	09/20/21	09/30/21		OCT 2021	N
				305.55							
	Vendor Total:			305.55							
<b>M1076 MCMANIMON, SCOTLAND &amp; BAUMANN</b>											
	21-01091	09/15/21	NJEIT HOURLY INV 184231								
	1	NJEIT HOURLY INV 184231		3,524.50	C-08-55-951-001-544	R	09/15/21	09/30/21		184231	N
	21-01143	09/21/21	Services rendered 5/30/21								
	1	#182058; Services thru 5/30/21		825.00	3PRCLLC	R	09/21/21	09/30/21		182058	N
	21-01148	09/22/21	INV. 184470 BOND ORDINANCE								
	1	INV. 184470 BOND ORDINANCE		600.00	C-04-55-880-001-447	R	09/22/21	09/30/21		184470	N
	21-01149	09/22/21	NJEIT HOURLY INV 184461								
	1	NJEIT HOURLY INV 184461		3,058.50	C-08-55-951-001-544	R	09/22/21	09/30/21		184461	N
	Vendor Total:			8,008.00							
<b>M0256 MERCER CO IMPROVEMENT AUTH</b>											
	21-01101	09/16/21	AUGUST 2021 TIPPING								
	1	AUGUST 2021 TIPPING		18,714.04	1-01-32-465-001-165	R	09/16/21	09/30/21		AUG 2021	N
	2	AUGUST 2021 RECYCLING TAX		488.19	1-01-43-496-001-174	R	09/16/21	09/30/21		AUG 2021	N
				19,202.23							
	Vendor Total:			19,202.23							
<b>MERCE035 MERCER DIGITAL PRINTING LLC</b>											
	21-01123	09/16/21	CALENDARS INV 10632								
	1	CALENDARS INV 10632		900.00	G-02-41-761-000-000	R	09/16/21	09/30/21		10632	N

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MERCER035 MERCER DIGITAL PRINTING LLC Continued														
		21-01123	09/16/21	CALENDARS INV 10632		Continued								
		2		CALENDARS INV 10632	725.00	1-01-28-373-002-199	B	MISCELLANEOUS-CULTURAL ARTS	R	09/16/21	09/30/21		10632	N
					1,625.00									
				Vendor Total:	1,625.00									
M0127 MONMOUTH COUNTY														
		21-01100	09/16/21	AUG 2021 ROOSEVELT TIPPING										
		1		AUG 2021 ROOSEVELT TIPPING	2,419.91	1-01-43-513-001-171	B	Borough of Roosevelt-Tipping Fees	R	09/16/21	09/30/21		AUG 2021	N
				Vendor Total:	2,419.91									
00050 ONE CALL CONCEPT INC														
		21-01055	09/08/21	AUGUST 2021 ONE CALL MESSAGES										
		1		AUGUST 2021 ONE CALL MESSAGES	48.26	1-09-55-501-001-535	B	Hydrants and Line Repair	R	09/08/21	09/30/21		1085084	N
				Vendor Total:	48.26									
PEOPL005 PEOPLES PLUMBING LLC														
		21-01012	08/31/21	TEST BACK FLOW PREVENTERS 3QTR										
		1		TEST BACK FLOW PREVENTERS 3QTR	450.00	1-09-55-501-002-528	B	Outside Consulting Services (B	R	08/31/21	09/30/21		I7216	N
				Vendor Total:	450.00									
P0270 POTTER AND PARSONS, INC														
		21-00745	06/29/21	QUOTE #45893 FAIR BANKS MORSE										
		1		VERTICLE PUMP BASE	2,946.00	1-09-55-501-002-503	B	Sewer Plant Maintenance	R	06/29/21	09/30/21		I-7493	N
		2		CW WITH WEAR RING IMPELLER C.I	3,577.00	1-09-55-501-002-503	B	Sewer Plant Maintenance	R	06/29/21	09/30/21		I-7493	N
		3		CCW IMPELLER	3,577.00	1-09-55-501-002-503	B	Sewer Plant Maintenance	R	06/29/21	09/30/21		I-7493	N
		4		FREIGHT	322.00	1-09-55-501-002-503	B	Sewer Plant Maintenance	R	09/28/21	09/30/21		I-7493	N
					10,422.00									
				Vendor Total:	10,422.00									
P0044 PSE&G														
		21-01134	09/20/21	ENERGY BILLS DATED 9/16/21										
		1		66 878 908 08 156 BANK ST	27.09	1-01-31-446-001-070	B	Gas Heat - Borough Hall	R	09/20/21	09/30/21		600107470163	N

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P0044	PSE&G	Continued												
21-01134	09/20/21	ENERGY BILLS DATED 9/16/21		Continued										
2	74 199 082 06 232	MERCER ST	17.75	1-01-31-446-001-070		B Gas Heat - Borough Hall	R	09/20/21	09/30/21			602608219322	N	
3	75 235 176 09 415	MERCER ST	17.75	1-01-31-446-001-070		B Gas Heat - Borough Hall	R	09/20/21	09/30/21			602608219705	N	
4	65 503 262 06 168	BANK ST	22.98	1-01-25-260-001-073		B Natural Gas Heat	R	09/20/21	09/30/21			604006489657	N	
5	65 039 876 09 1ST AVE W TOWER		17.75	1-09-55-501-001-505		B Gas Service	R	09/20/21	09/30/21			601307305816	N	
6	66 759 467 06 140 N MAIN ST		22.98	1-01-31-446-001-143		B Gas/Heat - Fire House	R	09/20/21	09/30/21			600107470103	N	
			126.30											
21-01195	09/29/21	MASTER ACCT 13 014 184 04												
1	73415833509	140 N MAIN ST	80.91	1-01-31-446-001-143		B Gas/Heat - Fire House	R	09/29/21	09/30/21			503100092731	N	
2	7341583606	148 N MAIN ST #R	50.89	1-01-31-446-001-070		B Gas Heat - Borough Hall	R	09/29/21	09/30/21			503100092731	N	
3	7341583703	BANK ST	26.06	1-09-55-501-001-505		B Gas Service	R	09/29/21	09/30/21			503100092731	N	
4	7341583800	OAK LN	1,346.43	1-09-55-501-002-505		B Gas Service	R	09/29/21	09/30/21			503100092731	N	
			1,504.29											
	Vendor Total:		1,630.59											
R0077	ROBERTS ENGINEERING GRP LLC													
21-01136	09/21/21	INV 5187/5193 PLANNING&ESCROW												
1	#5193	PEDDIE ONSITE INSPECTION	239.00	2019-06IF		P Swig Arts Center Expansion	R	09/21/21	09/30/21			5193	N	
2	#5187	8/9/21 ATTEND PB MTG	396.00	1-01-21-180-001-105		B General Planning-Consulting	R	09/21/21	09/30/21			5187	N	
			635.00											
21-01152	09/27/21	419 North Main Street												
1	#4753	Plan Review	342.00	WINBLD-PG		P 419 North Main Street	R	09/27/21	09/30/21			4753	N	
2	#4977	Review & Prep Guarantee	416.25	WINBLD-PG		P 419 North Main Street	R	09/27/21	09/30/21			4977	N	
3	#4884	Plan Review	525.00	WINBLD-PG		P 419 North Main Street	R	09/27/21	09/30/21			4884	N	
			1,283.25											
21-01153	09/28/21	BILLING THROUGH 9/18/2021												
1	COUNCIL MEETINGS 5176		330.00	1-01-20-165-001-104		B Attendance at Meetings (B)	R	09/28/21	09/30/21			5176	N	
2	MISC REQUESTS 5177		915.00	1-01-20-165-001-028		B General Engineering	R	09/28/21	09/30/21			5177	N	
3	PEDDIE LAKE DAM 5178		2,022.00	1-01-20-165-001-105		B Peddie Lake Dam-Inspection	R	09/28/21	09/30/21			5178	N	
4	TAX MAP MAINTENANCE 5180		140.00	1-01-20-165-001-109		B Tax Map Maintenance/Zoning	R	09/28/21	09/30/21			5180	N	
5	SAFE ROUTE SCHOOL GRANT 5181		1,038.75	1-01-20-165-001-103		B Misc-Req For Info & Data(B)	R	09/28/21	09/30/21			5181	N	
6	MISC ROADS 5182		1,332.00	1-01-20-165-001-106		B Misc. Road & Drainage Issues(B)	R	09/28/21	09/30/21			5182	N	
7	GENERAL SEWERS 5183		2,677.50	1-09-55-501-002-508		B Engineer	R	09/28/21	09/30/21			5183	N	

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	Item Description					Enc Date Date	Date Invoice	Excl
<b>R0077 ROBERTS ENGINEERING GRP LLC Continued</b>								
	21-01153 09/28/21 BILLING THROUGH 9/18/2021		Continued					
	8 GENERAL WATER 5184		779.25 1-09-55-501-001-508	B Engineer	R	09/28/21 09/30/21	5184	N
	9 WTP GENERATOR/FLOOD GATES		641.25 C-08-55-965-000-540	B FEMA FLOOD MIT GENERATOR ENGINEER 20-17	R	09/28/21 09/30/21	5185	N
	10 AWWTP GENERATOR REPLACE 5186		118.50 1-09-55-501-002-508	B Engineer	R	09/28/21 09/30/21	5186	N
	11 SPRINGCREST ROAD 5188		18,181.00 C-04-55-890-000-447	B SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	09/28/21 09/30/21	5188	N
	12 IMP RR AVE AND DEY ST 5189		6,688.25 C-04-55-894-002-447	B RAILROAD AVE & DEY STREET SOFT COSTS	R	09/28/21 09/30/21	5189	N
	13 IMP HAUSSER, BENNET AND		11,156.00 C-04-55-894-001-447	B HAUSER, BENNETT PL PROSPECT DR SOFT COST	R	09/28/21 09/30/21	5190	N
	14 STOCKTON ST CURB&SIDEWALK IMP		2,190.00 C-04-55-880-001-447	B RETAINING WALL 17-9,STOCKTON SIDEW SEC20	R	09/28/21 09/30/21	5191	N
			48,209.50					
	21-01196 09/29/21 117 Clinton Street Plan Review							
	1 #5192 - Review Plot Plan		696.75 HTELLC	P Clinton Street	R	09/29/21 09/30/21	5192	N
	Vendor Total:		50,824.50					
<b>ROCKN005 ROCKNESS MUSIC</b>								
	21-01121 09/16/21 CHILDREN'S EVENT 9/19/21							
	1 CHILDREN'S EVENT 9/19/21		400.00 T-12-56-286-000-876	B PARKS & RECREATION/ TRIATHLON	R	09/16/21 09/30/21	5069	N
	Vendor Total:		400.00					
<b>S0363 S &amp; S ARTS &amp; CRAFTS</b>								
	21-00857 07/27/21 RECREATION EQUIP DAWES PARK							
	1 ACME UNITED OUTDOOR FIRST AID		51.00 1-01-28-370-002-021	B RECREATION SUMMER PROGRAM	R	07/27/21 09/30/21	IN100814841	N
	2 ACME UNITED FIRST AID REFILL		122.84 1-01-28-370-002-021	B RECREATION SUMMER PROGRAM	R	07/27/21 09/30/21	IN100814841	N
	3 CRAYOLA FINE LINE MARKER PK200		75.15 1-01-28-370-002-021	B RECREATION SUMMER PROGRAM	R	07/27/21 09/30/21	IN100814841	N
	4 CRAYOLA FINE LINE FABRIC PK80		49.94 1-01-28-370-002-021	B RECREATION SUMMER PROGRAM	R	07/27/21 09/30/21	IN100814841	N
	5 COLOR-ME CUBE PUZZLE PK12		42.16 1-01-28-370-002-021	B RECREATION SUMMER PROGRAM	R	07/27/21 09/30/21	IN100814841	N
	6 COLOR-ME SNEAKER KEY RING		69.60 1-01-28-370-002-021	B RECREATION SUMMER PROGRAM	R	07/27/21 09/30/21	IN100814841	N
	7 S&S WORLDWID UNFINISHED WOODEN		40.47 1-01-28-370-002-021	B RECREATION SUMMER PROGRAM	R	07/27/21 09/30/21	IN100814841	N
	8 METAL WATER BOTTLE CRAFT PK12		153.96 1-01-28-370-002-021	B RECREATION SUMMER PROGRAM	R	07/27/21 09/30/21	IN100814841	N
	9 MANDALA QUOTE COLLAGE KIT PK24		27.49 1-01-28-370-002-021	B RECREATION SUMMER PROGRAM	R	07/27/21 09/30/21	IN100814841	N
	10 RAINBOW TOP CRAFT KIT PK50		41.33 1-01-28-370-002-021	B RECREATION SUMMER PROGRAM	R	07/27/21 09/30/21	IN100814841	N
	11 DESIGN-A-HAT CRAFT KIT PK 12		67.82 1-01-28-370-002-021	B RECREATION SUMMER PROGRAM	R	07/27/21 09/30/21	IN100814841	N
	12 ACME UNITED BASICS FIRST AID		23.09 1-01-28-370-002-021	B RECREATION SUMMER PROGRAM	R	07/27/21 09/30/21	IN100823330	N



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Item Description	Amount	Charge Account	Acct Type Description								
<b>S0363 S &amp; S ARTS &amp; CRAFTS Continued</b>											
21-00857 07/27/21 RECREATION EQUIP DAWES PARK			Continued								
13 WOOD BIRDHOUSE CRAFT KIT PK 24	93.48	1-01-28-370-002-021	B RECREATION SUMMER PROGRAM	R	07/27/21	09/30/21			IN100823330		N
	858.33										
Vendor Total:	858.33										
<b>SAFEI005 SAFE ID CARD SYSTEMS, INC</b>											
21-01104 09/16/21 CUSTOM IDENTIFICATION CARDS											
1 CUSTOM IDENTIFICATION CARDS	35.00	1-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	09/16/21	09/30/21			4484		N
Vendor Total:	35.00										
<b>W0156 SEARING, WILLIAM</b>											
21-01071 09/13/21 3 AMP FUSES FOR OAK LANE GATE											
1 3 AMP FUSES ORDER #4556871	5.90	1-09-55-501-002-503	B Sewer Plant Maintenance	R	09/13/21	09/30/21			4556871		N
2 3 AMP FUSES OAK LANE GATE	6.53	1-09-55-501-002-503	B Sewer Plant Maintenance	R	09/13/21	09/30/21			4584063		N
	12.43										
Vendor Total:	12.43										
<b>SHERW010 SHERWIN WILLIAMS PAINT</b>											
21-01072 09/13/21 5 GALLON MINERAL SPIRITS											
1 5 GALLON MINERAL SPIRITS	331.35	1-09-55-501-002-535	B Chemicals Miscellaneous	R	09/13/21	09/30/21			2083-7		N
2 DISCOUNT 30%	99.41	1-09-55-501-002-535	B Chemicals Miscellaneous	R	09/16/21	09/30/21			2083-7		N
	231.94										
21-01076 09/13/21 PAINT EXTERIOR SATIN/ SESAME											
1 GALLON A-100 PAINT EXTERIOR	164.80	1-09-55-501-002-503	B Sewer Plant Maintenance	R	09/13/21	09/30/21			2084-5		N
2 GALLON METALISTIC 1117 SESAME	68.64	1-09-55-501-002-503	B Sewer Plant Maintenance	R	09/13/21	09/30/21			2084-5		N
	233.44										
Vendor Total:	465.38										
<b>U0144 UPS</b>											
21-01126 09/20/21 INV 0000161Y33371 9/11/21											
1 INV 0000161Y33371 9/11/21	20.50	1-01-30-421-001-022	B Postage & Express Charges	R	09/20/21	09/30/21			0000161Y33371		N

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
U0144	UPS	Continued											
		21-01151	09/24/21	INV 0000161Y33381	9/18/21								
		1	INV 0000161Y33381	9/18/21	11.57	1-01-30-421-001-022	B	Postage & Express Charges	R	09/24/21	09/30/21	0000161Y33381	N
		Vendor Total:			32.07								
V0019	VERIZON												
		21-01150	09/24/21	ACCTS 1-53 7 1-69	9/15/21								
		1	250-717-367-0001-69	PUMP STN	174.26	1-09-55-501-003-545	B	Telephone-w/s-VERIZON	R	09/24/21	09/30/21	250717367000169	N
		2	750-717-188-0001-53-PD		438.24	1-01-31-440-001-089	B	Telephone-VERIZON	R	09/24/21	09/30/21	750717188000153	N
					612.50								
		Vendor Total:			612.50								
VERIZ015	VERIZON FIOS												
		21-01133	09/20/21	155-504-140-0001-53	9/9/2021								
		1	155-504-140-0001-53	9/9/2021	159.99	1-01-25-240-001-060	B	INTERNET AND WEB SERVICES	R	09/20/21	09/30/21	155504140000153	N
		Vendor Total:			159.99								
V0022	VERIZON WIRELESS												
		21-01147	09/22/21	INV 9887950395	9/30/2021								
		1	INV 9887950395	9/30/2021	342.15	1-01-31-440-001-079	B	Telephone-VERIZON WIRELESS	R	09/22/21	09/30/21	9887950395	N
		Vendor Total:			342.15								
W0071	WASTE MGMT OF NEW JERSEY, INC.												
		21-00169	02/18/21	SLUDGE REMOVAL RES 2020-229		B							
		9	INV 3012041-0502-9	9/1/21	6,672.65	1-09-55-501-002-538	B	Sludge Removal/Disposal-waste Management	R	08/16/21	09/30/21	3012041-0502-9	N
		Vendor Total:			6,672.65								
W0098	WATER ENVIRONMENT FEDERATION												
		21-01066	09/13/21	ANNUAL MEMBERSHIP FEE									
		1	ANNUAL MEMBERSHIP FEE FOR		117.00	1-09-55-501-002-519	B	Professional Assoc. Dues	R	09/13/21	09/30/21	W. SEARING	N
		Vendor Total:			117.00								

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
<b>WIREL005 WIRELESS ELECTRONICS, INC.</b>													
		21-01099	09/16/21	MONTHLY SVC CONTRACT SEPT 2021									
		1		MONTHLY SVC CONTRACT SEPT 2021	255.00	1-01-25-240-001-029	B Maint. Contracts - Other	R	09/16/21	09/30/21		M60661	N
		21-01111	09/16/21	MONTHLY SVC CONTRACT AUG 2021									
		1		MONTHLY SVC CONTRACT AUG 2021	255.00	1-01-25-240-001-029	B Maint. Contracts - Other	R	09/16/21	09/30/21		M60660	N
		Vendor Total:			510.00								
<b>W0035 WTH TECHNOLOGY, INC</b>													
		21-01105	09/16/21	ANNUAL CONSULTING & SUPPORT									
		1		ANNUAL CONSULTING & SUPPORT	621.00	1-01-25-240-001-029	B Maint. Contracts - Other	R	09/16/21	09/30/21		27015	N
		Vendor Total:			621.00								
<hr/>													
Total Purchase Orders:		73	Total P.O. Line Items:		148	Total List Amount:		194,850.94	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	61,531.33	0.00	61,531.33	0.00	0.00	0.00	61,531.33
	1-09	58,009.51	0.00	58,009.51	0.00	0.00	0.00	58,009.51
	1-21	0.00	0.00	0.00	0.00	0.00	3,044.00	3,044.00
	Year Total:	119,540.84	0.00	119,540.84	0.00	0.00	3,044.00	122,584.84
GENERAL CAPITAL	C-04	63,441.85	0.00	63,441.85	0.00	0.00	0.00	63,441.85
WATER/SEWER CAPITAL	C-08	7,224.25	0.00	7,224.25	0.00	0.00	0.00	7,224.25
	Year Total:	70,666.10	0.00	70,666.10	0.00	0.00	0.00	70,666.10
	G-02	1,200.00	0.00	1,200.00	0.00	0.00	0.00	1,200.00
TRUST OTHER - FUND #12	T-12	400.00	0.00	400.00	0.00	0.00	0.00	400.00
Total of All Funds:		191,806.94	0.00	191,806.94	0.00	0.00	3,044.00	194,850.94

Project Description	Project No.	Rcvd Total	Held Total	Project Total
Swig Arts Center Expansion	2019-06IF	239.00	0.00	239.00
Site Plan Application #2020-01	3PRCLLC	825.00	0.00	825.00
Clinton Street	HTELLC	696.75	0.00	696.75
419 North Main Street	WINBLD-PG	1,283.25	0.00	1,283.25
Total of All Projects:		<u>3,044.00</u>	<u>0.00</u>	<u>3,044.00</u>

# Resolution 2021-153

BOROUGH OF HIGHTSTOWN  
 COUNTY OF MERCER  
 STATE OF NEW JERSEY

## AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF HIGHTSTOWN AND THE TOWNSHIP OF ROBBINSVILLE FOR THE CONSTRUCTION AND SHARING OF A NEW POLICE/MUNICIPAL COURT FACILITY

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

**WHEREAS**, as municipal corporations of the State of New Jersey, the Borough of Hightstown (“Hightstown”) and the Township of Robbinsville (“Robbinsville”) are both empowered to establish a police force, a municipal court, and to construct and maintain the facilities necessary to operate the aforesaid; and

**WHEREAS**, on May 18, 2020, Hightstown and Robbinsville (the “Parties”) entered into a Memorandum of Understanding, subject to further negotiations, for the construction and sharing of a new police/municipal court facility to be constructed in Robbinsville (“New Facility”); and

**WHEREAS**, negotiations have proceeded and the Parties have reached an agreement upon the terms and conditions to govern the construction and sharing of the New Facility; and

**WHEREAS**, although the Parties have reached an agreement to share the New Facility, the police force and municipal court of each respective party shall remain separate and distinct to each municipality; and

**WHEREAS**, a copy of the agreement that has been reached between the Parties, entitled “Shared Services Agreement Between the Borough of Hightstown and the Township of Robbinsville for the Construction and Sharing of a New Police/Municipal Court Facility,” (the “Agreement”), is attached hereto and made a part hereof; and

**WHEREAS**, the Agreement shall not affect the separate existing agreement by and between the Parties, entitled “Agreement Between the Borough of Hightstown and the Township of Robbinsville to Share Municipal Court Facilities, Employees, Equipment and Supplies,” except to the extent specified in the attached Agreement; and

**WHEREAS**, the Parties believe that the Agreement is beneficial to the residents of both municipalities, with the potential to increase efficiency and enhance safety and provide cost savings to both municipalities, which furthers the principles underlying the Act; and

**WHEREAS**, the Agreement will become effective upon the adoption of approving Resolutions by the Governing Bodies of both Parties, as well as the filing of a copy of the Agreement with the Division of Local Government Services in the Department of Community Affairs.

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

1. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, the attached Agreement on behalf of Hightstown Borough.
2. That, following the full execution of the Agreement, a copy of same shall be filed with the Division of Local Government Services in the Department of Community Affairs, pursuant to N.J.S.A. 40A:65-4(b).
3. That all Hightstown Borough officials and employees are hereby authorized to take any and all actions that are necessary to implement the matters set forth in the Agreement.
4. That a certified copy of this Resolution and a copy of the attached Agreement shall be provided to each of the following:
  - a. Joy Tozzi, Robbinsville Township Business Administrator;
  - b. Chis Nitti, Robbinsville Township Police Chief;
  - c. Bruce R. Darvas, Esq., Robbinsville Township Municipal Attorney;
  - d. Dimitri Musing, Hightstown Borough Business Administrator;
  - e. Frank Gendron, Hightstown Borough Police Chief;
  - f. George Lang, Hightstown Borough CFO; and
  - g. Frederick C. Raffetto, Esq., Hightstown Borough Municipal Attorney.

**CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 4, 2021.

---

Margaret Riggio  
Borough Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF HIGHTSTOWN  
AND THE TOWNSHIP OF ROBBINSVILLE FOR THE CONSTRUCTION AND  
SHARING OF A NEW POLICE / MUNICIPAL COURT FACILITY**

**THIS AGREEMENT** (“Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **BOROUGH OF HIGHTSTOWN**, a municipal corporation of the State of New Jersey, with its temporary principal offices located at 156 Bank Street, Hightstown, New Jersey 08520 (“Hightstown”) and the **TOWNSHIP OF ROBBINSVILLE**, a municipal corporation of the State of New Jersey, with its principal offices located at 2298 Route 33, Robbinsville, New Jersey 08691 (“Robbinsville”) (Hightstown and Robbinsville will be collectively referred to herein as the “Parties”).

**WITNESSETH:**

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

**WHEREAS**, as municipal corporations of the State of New Jersey, Hightstown and Robbinsville are both empowered to establish a police force, a municipal court, and to construct and maintain the facilities necessary to operate the aforesaid; and

**WHEREAS**, on May 18, 2020, Hightstown and Robbinsville entered into a Memorandum of Understanding, subject to further negotiations, for the construction and sharing of a new police/municipal court facility to be constructed in Robbinsville (“New Facility”); and

**WHEREAS**, negotiations have proceeded and Hightstown and Robbinsville have reached agreement upon the terms to govern the construction and sharing of the New Facility; and

**WHEREAS**, although Hightstown and Robbinsville have reached agreement to share the New Facility, the police force and municipal court of each respective Party shall remain separate and distinct to each municipality; and

**WHEREAS**, this Agreement to construct and share the New Facility shall not affect the existing agreement by and between Hightstown and Robbinsville, entitled Agreement Between the Borough of Hightstown and the Township of Robbinsville to Share Municipal Court Facilities, Employees, Equipment and Supplies, except to the extent specified herein below; and

**WHEREAS**, the Governing Bodies of both Robbinsville and Hightstown find that it is in the best interests of the Parties to continue to collectively provide for the construction of and the sharing of the New Facility by the police forces and municipal courts of each respective municipality, under the terms and conditions referenced herein;



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

**1. Agreement to Construct the New Facility.** Hightstown and Robbinsville agree to construct the New Facility and to share the costs to construct same as follows:

- A. The costs to construct the New Facility shall be shared based upon a 68%-32% split, with Robbinsville paying 68% of the total costs and Hightstown paying 32% of the total costs, such total costs being memorialized and itemized in an invoice submitted to Hightstown by Robbinsville at the time payment commences. The total costs shall be comprised of any and all costs necessary to pay for the construction of the New Facility, including bonding costs and bond anticipation note costs, if applicable (“Total Costs”).
- B. Robbinsville shall bond for the Total Costs for the construction of the New Facility. Hightstown agrees to pay its 32% share of the Total Costs as follows:
  - i. Hightstown’s 32% share of the Total Costs shall be paid to Robbinsville over a thirty (30) year period in equal annual installments. Hightstown shall not be responsible to begin making payments until such time as Hightstown’s representatives are able to physically occupy the New Facility, which time shall be based upon when the New Facility is completed and ready for occupancy (“Occupancy Date”). Hightstown shall be responsible to begin making annual payments on the Occupancy Date, regardless of whether Hightstown actually occupies the New Facility on that date. Each annual payment thereafter shall be due on the anniversary of the Occupancy Date.
  - ii. Hightstown’s 32% share of the five percent (5%) up-front bonding payment shall be paid to Robbinsville over a five (5) year period, coinciding with and in addition to the first five annual payments specified above. There shall be no pre-payment penalty assessed to Hightstown should it complete payment of its share in less than five (5) years.
  - iii. The interest rate that shall apply to both Hightstown’s annual payment and the payment of its share of the five percent (5%) up-front bonding payment shall be the interest rate applicable to the bond(s) issued for the construction of the New Facility.
- C. In order to provide for the phase-in of Hightstown’s annual payments, should Robbinsville be required to issue a bond(s) prior to Hightstown’s first annual payment, Hightstown expressly agrees that Robbinsville may issue a bond anticipation note(s) or seek approval from the New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Board, to issue a bond(s) with an interest-only payment in the first year.

- D. Upon making its thirty (30) annual payments, as well as payment of its share of the five percent (5%) up-front bonding payment, Hightstown shall not be responsible to pay any further annual rental payments for the remaining twenty (20) years of the original fifty (50) year term of this Agreement. Hightstown shall continue to remain responsible for its share of the utility and operating costs for the duration of the Agreement as provided for in Section 5 below.

**2. Ownership of the New Facility.** It is expressly agreed by and between the Parties that Hightstown shall have no ownership interest in the New Facility. Hightstown's occupation and use of the New Facility shall be in the nature of a tenant under a lease, subject to the provisions of this Agreement.

**3. Use of the New Facility.**

- A. Hightstown and Robbinsville shall each enjoy use of the areas of the New Facility allocated separately thereto, as shown on the design plans for the New Facility, identified as Drawing No. SK-1 and dated July 1, 2020 (attached hereto as Exhibit A), for the duration of the initial fifty (50) year term of this Agreement.
- B. Robbinsville shall be permitted to make changes to the shared areas of the New Facility and/or reduce or rearrange the spaces allocated to each Party within the Municipal Court area of the New Facility, as identified in subsection A above, subject to Hightstown's consent, which shall not be unreasonably withheld.
- C. The Chief of Police of Robbinsville, or his or her designee, shall serve as official in command of the overall site of the New Facility. However, such command shall not infringe upon the exclusive control of the Chief of Police of Hightstown over Hightstown's allocated area of the New Facility nor unduly interfere with the operation of the Hightstown Police Department.
- D. Neither Robbinsville nor Hightstown shall have authority to enter into or have control over who has access to the other Party's exclusive allocated areas. However, in the event the New Facility is under direct threat of damage, violence, or other similar threat, the Chief of Police of Robbinsville shall have authority to enter into or control who has access to Hightstown's exclusive allocated area under his authority to command the overall site granted in Section 3C above.

**4. Capital Improvement and Maintenance/Repair Costs.** Any capital improvement, including any addition to the New Facility for Robbinsville's exclusive use, or maintenance/repair costs for the New Facility shall be paid by Robbinsville unless the capital improvement or maintenance/repair cost is necessitated by the negligence of Hightstown, is made jointly by Robbinsville and Hightstown, or is made at Hightstown's sole request.

**5. Utility and Other Operating Costs.** Utility and other operating costs, including but not limited to electricity, water, sewer, telephone, and cable/broadband, shall, for the duration of this Agreement, be shared by the Parties based upon the same 68%-32% split governing the payment of the Total Costs above. If Robbinsville constructs an addition to the New Facility for its exclusive

use, Hightstown shall not be required to pay any additional utility and other operating costs resulting from the addition. Utility and other operating costs shall not include equipment purchases, such as telephones, computers, printers, etc., which shall be the sole responsibility of the Party making the purchase, unless otherwise agreed.

**6. Term.** This Agreement shall commence on \_\_\_\_\_, 2021, and terminate fifty (50) years from the date the New Facility is completed and ready for occupancy.

**7. Option to Extend.** At the conclusion of the initial fifty (50) year term the Parties have the option to extend this Agreement for an additional fifty (50) years upon terms and conditions that are mutually acceptable to the Parties at the time of extension. Either Party wishing to extend this Agreement shall provide notice to the other Party of such intention at least ninety (90) days prior to the conclusion of the initial fifty (50) year term.

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

**9. Liquidated Damages.** In the event Hightstown defaults in violation of the terms of this Agreement, or initiates termination of this Agreement pursuant to Section 8 above, it shall be required to pay liquidated damages to Robbinsville in the amount of its remaining share of the Total Costs outstanding at the time of the default or termination.

**10. Separate and Distinct Entities.** The sharing of the New Facility by Robbinsville and Hightstown shall not be construed as affecting the separate and distinct nature of the Robbinsville Township Police Division and Hightstown Borough Police Department, as well as the Robbinsville Township Municipal Court and Hightstown Borough Municipal Court. Each of the aforementioned entities shall remain under the authority and control of its respective municipality unless otherwise provided for under a separate agreement(s).

**11. Liabilities.** Any liability associated with or concerning Robbinsville or Hightstown determined to exist prior to or after the Effective Date of this Agreement, including the payment of architect fees by Hightstown pursuant to the May 18, 2020, Memorandum of Understanding, shall be the sole responsibility of the Party that incurred such liability.

**12. Hold Harmless/Indemnification.**

- A. Each Party shall defend, hold harmless and indemnify the other Party, its officers, employees and agents, from and against any and all fines, claims and losses, of whatever nature or type, arising out of or in connection with the construction and use of the New Facility under this Agreement. This provision specifically excludes liability imposed under workers compensation and both first- and third-party employment practices insurance; it being the intention of the Parties that each Party shall be responsible for providing workers compensation benefits to its own employees and that each Party would defend against an employment practice claim brought by its own employee or a third party.

- B. Each Party shall notify the other Party if any event occurs which requires or which may require defense and/or indemnification under this Agreement. Each Party shall provide the other Party with legal counsel satisfactory to the Party receiving counsel, which consent shall not be unreasonably withheld, to defend against any such claim or proceeding which may be brought against the Party, its officers, employees and agents, to whom this Section applies. Each Party shall pay, satisfy and discharge any judgment, settlement, compromise, order, or decree, which may be recovered against the other Party, its officers, employees and agents, to whom this Section applies.

### **13. Insurance.**

- A. It is recognized and understood that Robbinsville and Hightstown each participate in a Joint Insurance Fund (“JIF”). Final approval of this Agreement by the Parties is subject to each obtaining insurance coverage satisfactory to the respective JIFs. Each Party agrees to name the other as an additional insured party on any insurance policies that it separately maintains. Each Party shall provide the other with a Certificate of Insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event that either Party ceases to participate in a JIF, then such Party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other Party.
- B. As sole owner of the New Facility, Robbinsville shall be responsible for the insuring thereof.
- C. Each Party shall be responsible for insuring their own property located within and on the premises of the New Facility.

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

**15. Existing Agreements.** This Agreement shall have no effect on the existing agreement by and between Hightstown and Robbinsville, entitled Agreement Between the Borough of Hightstown and the Township of Robbinsville to Share Municipal Court Facilities, Employees, Equipment and Supplies, entered into pursuant to Hightstown Borough Resolution 2020-152 and Robbinsville Township Resolution 2020-198 (“Existing Agreement”), except that Section 9A of the Existing Agreement shall become null and void for the duration of the fifty (50) year term of this Agreement. All other payments contained in the Existing Agreement shall remain in place for the duration of the Existing Agreement and for any successor agreement that may be agreed upon by and between the Parties.

### **16. Communications Between the Parties.**

- A. Communications between the Parties regarding the construction and use of the New Facility under this Agreement shall be directed to the Business Administrator of the respective Party; however, nothing contained within this section shall prevent the

Business Administrator or Mayor of either Party from contacting their counterpart for the other Party with information or suggestions regarding the construction or use of the New Facility provided hereunder.

- B. The Parties agree to meet at least annually to discuss the construction and use of the New Facility and any other matters that are relevant under this Agreement.

**17. Dispute Resolution.** Disputes arising out of the construction and use of the New Facility shall be referred to the business administrators for each Party for resolution. In the event the dispute cannot be resolved by the business administrators, then the dispute shall first be attempted to be resolved by non-binding arbitration. For such actions, there shall be a single arbitrator sitting in Mercer County, New Jersey and the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) except as modified herein. Costs and fees of the arbitrator and the AAA shall be divided evenly between the Parties. Any dispute not resolved by arbitration shall be subject to action in the Superior Court of New Jersey pursuant to Sections 19 and 20 below.

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

- A. The designated municipal representative for Robbinsville is:

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

- B. The designated municipal representative for Hightstown is:

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

**BOROUGH OF HIGHTSTOWN**

\_\_\_\_\_  
Margaret Riggio, Municipal Clerk

\_\_\_\_\_  
Lawrence Quattrone, Mayor

ATTEST:

**TOWNSHIP OF ROBBINSVILLE**

\_\_\_\_\_  
Michele Seigfried, Municipal Clerk

\_\_\_\_\_  
David Fried, Mayor

**Exhibit A**

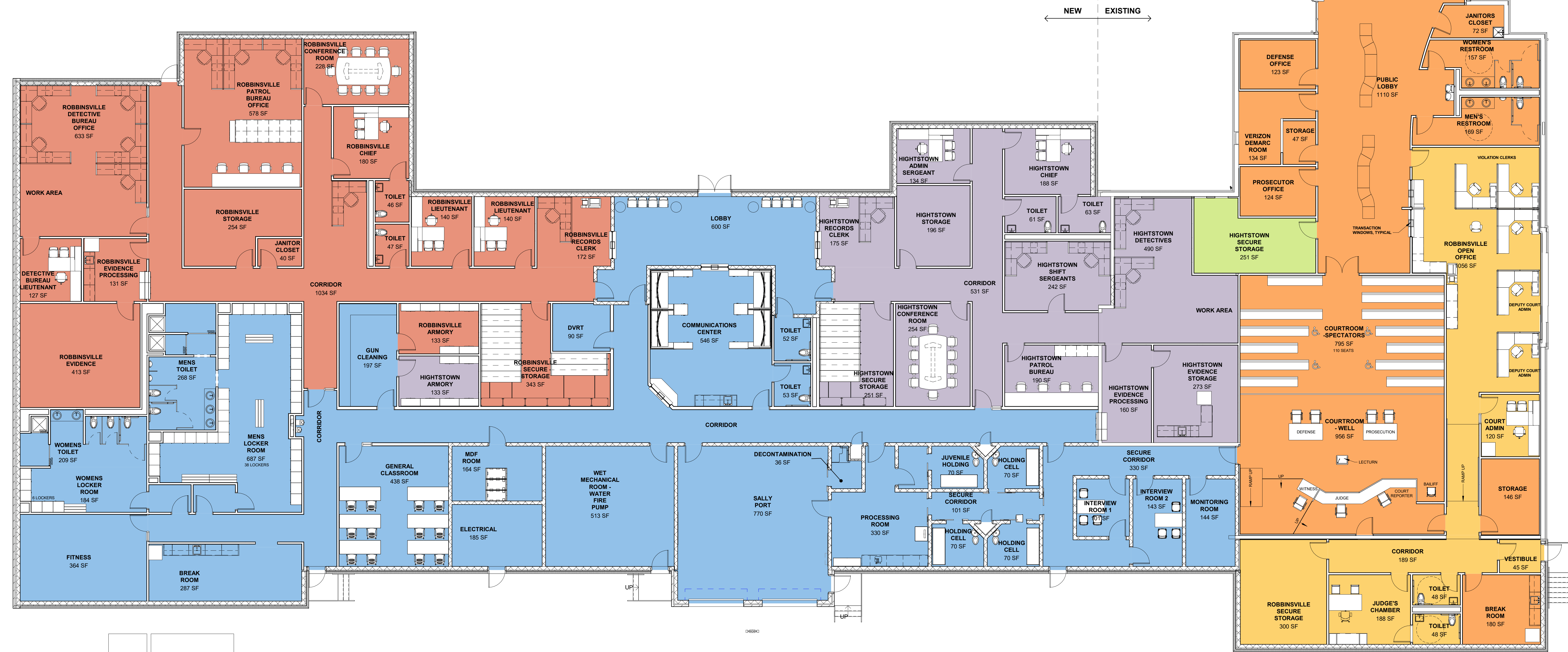
**New Facility Design Plans  
Drawing No. SK-1  
Dated: July 1, 2020**



20 N. Doughty Avenue  
Somerville, NJ 08876  
t 908.722.2300  
f 908.722.7201

usaarchitects.com

Paul R. Swartz, AIA Andrew P. Adornato, AIA  
Armand T. Christopher Jr., AIA Susan M. DeHart, AIA  
Peter C. Campisano, AIA James McAlliff, AIA



**1 FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

ROBBINSVILLE POLICE DEPARTMENT	
Name	Area
ROBBINSVILLE PATROL BUREAU OFFICE	578 SF
ROBBINSVILLE RECORDS CLERK	172 SF
ROBBINSVILLE ARMORY	133 SF
ROBBINSVILLE SECURE STORAGE	343 SF
ROBBINSVILLE STORAGE	254 SF
ROBBINSVILLE CHIEF	180 SF
ROBBINSVILLE LIEUTENANT	140 SF
ROBBINSVILLE LIEUTENANT	140 SF
DETECTIVE BUREAU LIEUTENANT	127 SF
ROBBINSVILLE CONFERENCE ROOM	228 SF
ROBBINSVILLE DETECTIVE BUREAU OFFICE	633 SF
TOILET	46 SF
TOILET	47 SF
JANITOR CLOSET	40 SF
CORRIDOR	1034 SF
ROBBINSVILLE EVIDENCE	413 SF
ROBBINSVILLE EVIDENCE PROCESSING	131 SF
TOTAL SF	4640 SF

ROBBINSVILLE COURTS	
Name	Area
ROBBINSVILLE OPEN OFFICE	1056 SF
TOILET	48 SF
JUDGE'S CHAMBER	188 SF
VESTIBULE	45 SF
CORRIDOR	189 SF
COURT ADMIN	120 SF
ROBBINSVILLE SECURE STORAGE	300 SF
TOTAL SF	1994 SF

HIGHTSTOWN POLICE DEPARTMENT	
Name	Area
HIGHTSTOWN ARMORY	133 SF
HIGHTSTOWN SECURE STORAGE	251 SF
HIGHTSTOWN EVIDENCE STORAGE	273 SF
HIGHTSTOWN STORAGE	196 SF
HIGHTSTOWN CHIEF	188 SF
HIGHTSTOWN DETECTIVES	490 SF
HIGHTSTOWN ADMIN SERGEANT	134 SF
HIGHTSTOWN CONFERENCE ROOM	254 SF
TOILET	61 SF
HIGHTSTOWN PATROL BUREAU	190 SF
TOILET	63 SF
HIGHTSTOWN RECORDS CLERK	175 SF
HIGHTSTOWN EVIDENCE PROCESSING	160 SF
HIGHTSTOWN SHIFT SERGEANTS	242 SF
CORRIDOR	531 SF
TOTAL SF	3342 SF

HIGHTSTOWN COURTS	
Name	Area
HIGHTSTOWN SECURE STORAGE	251 SF
TOTAL SF	251 SF

SHARED SPACE - POLICE DEPARTMENT	
Name	Area
MONITORING ROOM	144 SF
SALLY PORT	770 SF
PROCESSING ROOM	330 SF
WET MECHANICAL ROOM - WATER FIRE PUMP	513 SF
GENERAL CLASSROOM	438 SF
MDF ROOM	164 SF
CORRIDOR	1305 SF
DECONTAMINATION	36 SF
ELECTRICAL	185 SF
GUN CLEANING	197 SF
DVRT	90 SF
INTERVIEW ROOM 1	101 SF
BREAK ROOM	287 SF
FITNESS	364 SF
WOMENS LOCKER ROOM	184 SF
JUVENILE HOLDING	70 SF
HOLDING CELL	70 SF
HOLDING CELL	70 SF
HOLDING CELL	70 SF
TOILET	52 SF
TOILET	53 SF
COMMUNICATIONS CENTER	546 SF
LOBBY	600 SF
INTERVIEW ROOM 2	143 SF
WOMENS TOILET	209 SF
SECURE CORRIDOR	330 SF
SECURE CORRIDOR	101 SF
MENS LOCKER ROOM	687 SF
MENS TOILET	268 SF
MENS TOILET	38 SF
TOTAL SF	8416 SF

SHARED SPACES - COURTS	
Name	Area
JANITORS CLOSET	72 SF
WOMEN'S RESTROOM	157 SF
MEN'S RESTROOM	169 SF
COURTROOM -SPECTATORS	795 SF
PUBLIC LOBBY	1110 SF
VESTIBULE	64 SF
COURTROOM - WELL	956 SF
PROSECUTOR OFFICE	124 SF
VERIZON DEMARC ROOM	134 SF
STORAGE	47 SF
BREAK ROOM	180 SF
DEFENSE OFFICE	123 SF
STORAGE	146 SF
TOTAL SF	4077 SF

**Department Legend**

- ROBBINSVILLE POLICE DEPT.
- ROBBINSVILLE COURTS
- HIGHTSTOWN POLICE DEPT.
- HIGHTSTOWN COURTS
- SHARED POLICE DEPT.
- SHARED COURTS

GROSS AREA	
EXISTING	PROPOSED
6,879 SQFT	19,100 SQFT
<b>TOTAL</b>	<b>25,979 SQFT</b>

Signature & License No.

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**COMBINED POLICE AND COURTS FACILITY**  
FOR  
**ROBBINSVILLE TOWNSHIP + HIGHTSTOWN BOROUGH**

1117 ROUTE 130 NORTH  
ROBBINSVILLE, NJ 088691

No.	Date	Issue or Revision
Drawing Title		
<b>FIRST FLOOR PLAN</b>		
Scale	As indicated	USA Project No. 2019-025
Drawing Date	07.01.20	Drawing No.
Drawn By	SJB	Checked By
		CT
		SK-1



# Resolution 2021-154

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

## **ACCEPTING MEMBERSHIP OF EMILY MILLER IN HIGHTSTOWN ENGINE CO. NO. 1**

**WHEREAS**, Emily Miller of Hightstown, New Jersey has applied for membership in Hightstown Engine Company No. 1; and

**WHEREAS** Ms. Miller has undergone and passed the required physical examination, and her membership application has been reviewed and approved by Fire Chief Scott Jenkins;

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

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

### **CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 4, 2021.

---

Margaret Riggio  
Borough Clerk

# Resolution 2021-155

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

## **EXTENDING THE GRACE PERIOD FOR PAYMENT OF 2021 THIRD QUARTER TAXES**

**WHEREAS**, 2021 Third Quarter Taxes were due on August 1, 2021, with a ten-day grace period; and

**WHEREAS**, due to the late receipt of the tax rate from the County, the mailing of the tax bills was delayed; and

**WHEREAS**, the Mayor and Borough Council finds it to be equitable and proper that the grace period for payment of the 2021 third quarter tax be extended until the 14<sup>th</sup> day of October, 2021; and

**WHEREAS**, if the 2021 third quarter tax payment is not received by October 14, 2021, late fees shall be effective from the due date of August 1, 2021, as is required.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the grace period for payment of 2021 third quarter taxes be extended until the 14<sup>th</sup> day of October, 2021.

### **CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 4, 2021.

---

Margaret Riggio  
Borough Clerk

# Resolution 2021-156

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

## **AUTHORIZING REFUND OF TAX OVERPAYMENT – 32 NORTON AVENUE**

**WHEREAS**, an overpayment of 2021 taxes were made for Block 10.01/Lot 8, 32 Norton Avenue in the amount of \$1,015.04, by the mortgage company; and

**WHEREAS**, the property owner is a 100% disabled vet and tax-exempt; and

**WHEREAS**, the mortgage company, Pinnacle Title Agency, 2200 West County Line Road, Jackson, NJ 08527 has requested that a refund be issued for the overpayment in the amount of \$1,015.04; and

**WHEREAS**, the Tax Collector has requested that said overpayment be refunded in the amount of \$1,015.04.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the Tax Collector and Finance Officer are hereby authorized to issue a refund in the amount of \$1,015.04 to Pinnacle Title, 2200 West County Line Road, Jackson, NJ 08527, representing the tax overpayment as set forth herein.

### **CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 4, 2021.

---

Margaret Riggio  
Borough Clerk

# Resolution 2021-157

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

## **AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on October 4, 2021, via [www.zoom.com](http://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:

Personnel – Professional Services

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 January 04, 2022, 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 October 4, 2021.

---

Margaret Riggio  
Borough Clerk

Borough of Allentown, NJ  
Thursday, September 16, 2021

## Chapter 3. Police Regulations

### § 3-20. SPECIAL EVENTS PERMITS.

#### § 3-20.1. Permit Required.

[Ord. No. 06-2017]

Any person or organization desiring to hold any concert, race, walkathon, fair, carnival, festival, celebration, show, party, or other similar event in or upon any public grounds, park, street or roadway of the Borough must first apply for and obtain a permit from the Borough Clerk in accordance with the requirements of subsection 3-20.2 hereof. A "special event" is defined as any concert, race, walkathon, fair, carnival, festival, celebration, show, party or other similar event, which is likely to require any of the following accommodations:

- a. The expenditure of Borough resources in the form of Police Department and/or Department of Public Works salaries, wages or other expense.
- b. Closing of a public street.
- c. The blocking or restriction of public property;
- d. The sale of merchandise, food, or beverages on public property.
- e. The installation of a stage, bandshell, trailer, van, portable building, grandstand or bleachers on public property.
- f. Utilization of portable toilets.
- g. Placement of temporary no parking signs on a public right-of-way.

#### § 3-20.2. Applications.

[Ord. No. 06-2017]

A person or organization seeking issuance of a permit hereunder shall file the application with the Borough Clerk on form(s) to be provided by the Clerk for that purpose, on which form the applicant shall furnish the following information:

- a. The name, address and telephone number of the applicant.
- b. The name, address and telephone number of the person, persons, corporation or association sponsoring the activity.
- c. A detailed description of the proposed event and a sketch that would show the area or route to be used, along with proposed structures, tents, fences, barricades, signs, banners and restroom facilities, more commonly referred to as a footprint.
- d. The date(s) and hour(s) for which the permit is desired.

- e. The location of the event for which the permit is desired, and complete details as to how the applicant intends to provide for security and traffic control. 78
- f. The number of contestants, participants, spectators and/or other people that could reasonably be anticipated to attend the event.
- g. A detailed description of the Borough resources or services that will be required to be provided in connection with the event.
- h. Any other information which the Borough Clerk shall find reasonably necessary to a fair determination as to whether a permit should be issued hereunder.

A person or organization seeking issuance of a permit hereunder for Special Events that are expected to last less than three hours in duration may file an abbreviated application with the Borough Clerk on form(s) to be provided by the Clerk for that purpose.

### § 3-20.3. Review of Applications.

[Ord. No. 06-2017]

The Borough Clerk shall forward all applications for special events permits to the Buildings and Grounds Committee, whose responsibility it shall be to review such applications with the appropriate Borough officials and departments, as applicable. Upon the completion of the Buildings and Grounds Committee's review, the application and recommendation of the Committee shall be presented to the Mayor and Council at their next regularly scheduled meeting. The Mayor Council shall make the final determination, by resolution adopted by majority vote, whether to issue a permit for a special event, and shall set forth in the resolution such conditions and restrictions as may be reasonably necessary to ensure that the standards in subsection 3-20.4 hereof are satisfied.

### § 3-20.4. Standards for Issuance of Permit.

[Ord. No. 06-2017]

The standards for the issuance of a permit pursuant to this section shall include the following findings:

- a. That the proposed event will not unreasonably interfere with or detract from the general public enjoyment of the public park, beach or roadway to be utilized.
- b. That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
- c. That the proposed activity or uses that are reasonably anticipated will not be likely to include violence, crime or disorderly conduct.
- d. That the facilities desired have not been reserved for other use at the date and hour requested in the application.
- e. A deposit of at least 50% of the estimated costs shall be paid not less than five days before the event. All or part of the required fees may be waived by the Mayor and Council.
- f. That a block party, or any similar event by whatever name employed, is only open to the residents of a block or neighborhood and their invited guests, and where the purpose of the event is to promote a sense of community among the residents of a block or neighborhood. As part of the application for a block party, the organizers shall: provide a signature list with names and addresses of at least 50% of the properties in the block/neighborhood affected by the event supporting the application; and provide a means of alternate ingress and egress for neighbors not participating in the block party; and if approved a plan to provide sufficient advanced notice to neighboring blocks, and where all other requirements of this section have been met subject to the review and approval of the Buildings and Grounds Committee and the Borough Council.

## § 3-20.5. Liability and Revocation.

[Ord. No. 06-2017]

- a. A permittee shall be bound by all applicable Borough ordinances, rules and regulations, except as expressly set forth in the resolution. The person or persons to whom the permit is issued shall be liable for all loss, damage or injury sustained by any person whatever by reason of the negligence of the person or persons to whom such permit shall have been issued. The permittee shall submit to the Borough Clerk prior to the event evidence of liability insurance in an amount required by the Borough Council, naming the Borough as an additional insured. The permittee shall be responsible for all additional costs incurred in the event that, as a result of this activity, additional resources are needed, such as but not limited to, manpower and/or equipment.
- b. The Officer-In-Charge of the Police Department shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance or upon good cause shown.
- c. A person commits an offense if he or she:
  1. Commences or conducts an event without a permit; or
  2. Fails to comply with any requirement or provision of an event permit of this chapter.
- d. Penalty. A person who violates a provision of this section shall be guilty of a separate offense for each day or part thereof during which the violation is committed or continued. Each offense shall be punishable by a fine not to exceed \$500.
- e. The Mayor and Council may by majority vote waive the requirements of this section. All Borough-sponsored events shall be exempt from this section.

Borough of Allentown  
Monmouth County, NJ  
8 North Main Street  
Allentown, NJ 08501

SPECIAL EVENT PERMIT APPLICATION INFORMATION  
SHEET

Submit application a minimum of 8 weeks in advance to the Borough Clerk
<b>APPLICATIONS MUST SUBMITTED WITH ALL QUESTIONS ANSWERED THAT APPLY TO YOUR SPECIFIC EVENT AND ALL ATTACHMENTS INCLUDED. ANY INCOMPLETE APPLICATIONS WILL BE RETURNED AND DELAY YOUR APPROVALS.</b>
<b>Fees:</b> Fees may be required for additional permits, Police, Fire, or supplies. You will be contacted and advised of any additional permits required and or fees required.
<b>Insurance &amp; Bond requirements:</b> Certificate of Liability insurance must be attached. (\$1 million dollar, combined single limit, ACORD form) Naming the Borough of Allentown as additional insured. 30 day cancellation notice to the Borough of Allentown. Certificate Holder must contain the following; Borough of Allentown, Municipal Clerk's Office, 8 North Main Street, Allentown, NJ 08501.
<b>\$5000 Bond for Use of Public Space</b> from a corporate surety licensed to do business in New Jersey (original must be attached to application.) Sample form provided.
<b>Site Plan:</b> Detailed drawing showing all tents, generators, spotlight, floodlights, activities, portable toilets, gates, cooking equipment, fences, vendors and the approximate square footage of each must be attached
<b>Hold Harmless:</b> agreement must be signed and witnessed- form attached



**SPECIAL EVENT PERMIT APPLICATION**

*Each question must be completely answered & all attachments included OR your application will be returned as incomplete!*

Please PRINT using blue or black ink only!

NAME OF  
EVENT: \_\_\_\_\_

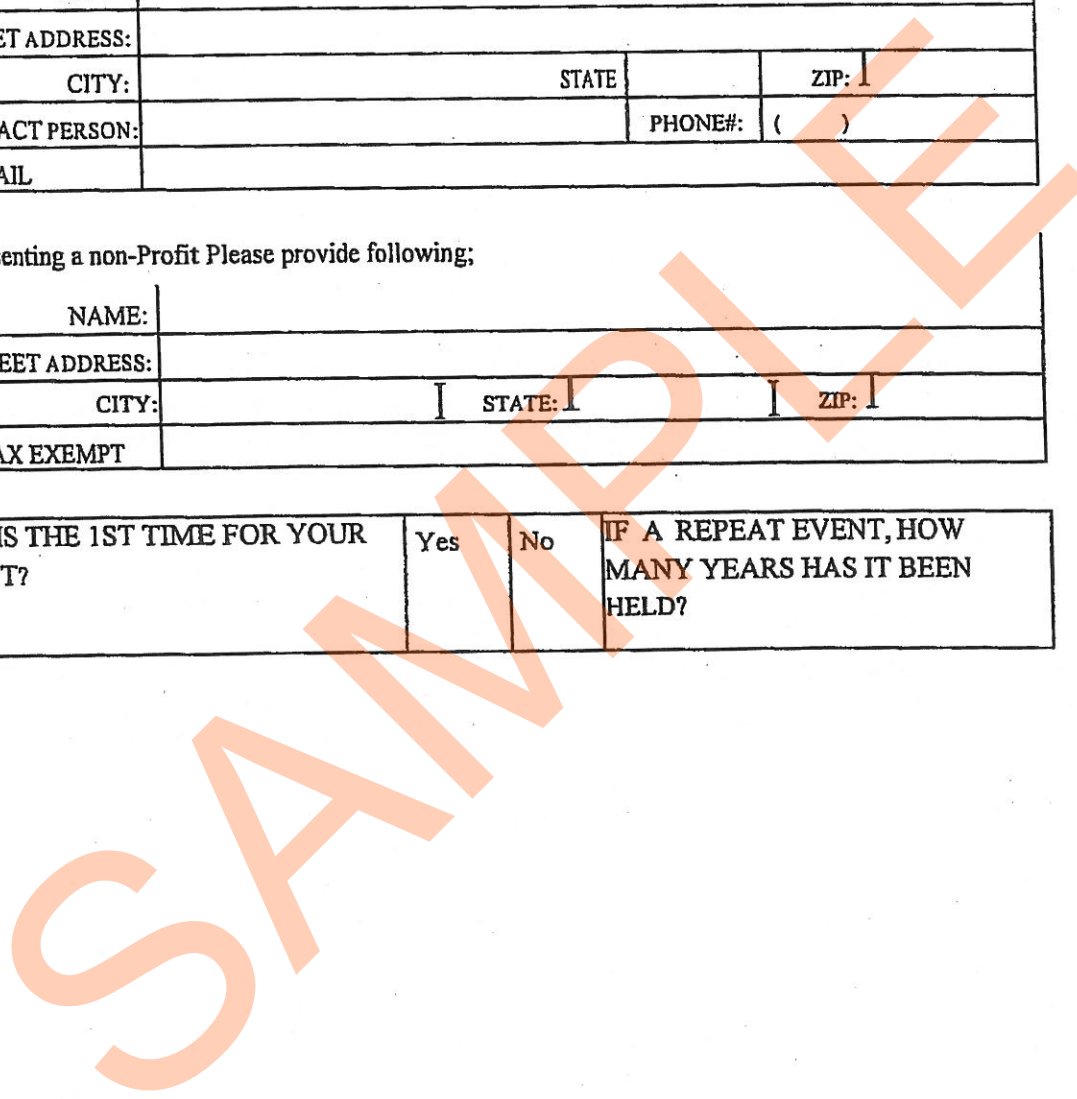
Applicant contact information

NAME:			
STREET ADDRESS:			
CITY:	STATE	ZIP:	
CONTACT PERSON:	PHONE#:	(	)
EMAIL			

If representing a non-Profit Please provide following;

NAME:			
STREET ADDRESS:			
CITY:	STATE:	ZIP:	
TAX EXEMPT			

IS THIS THE 1ST TIME FOR YOUR EVENT?	Yes	No	IF A REPEAT EVENT, HOW MANY YEARS HAS IT BEEN HELD?



PLEASE CHECK ALL THAT APPLY:

- Tents: Larger than 400 sq. ft. require Building /Zoning/Fire inspections and may require a Permit. The Municipal Clerk will contact you for appropriate permit requirements.
- A list of all vendors must be attached.
- Food/Beverages: When foods and beverages are prepared and sold at an event, the Fire Inspector and Health Inspector will make inspections on the day of the event. Fees may be charged to the vendor at that time
- Street Usage/Roadway Closure: If the event is in the street, street barricades are required; the Municipal Clerk's office must be notified. Application must include a traffic control plan for submission to the Police Dept.
- Special Duty Police Officers: If needed or required, submit a letter of requirements to the Officer in Charge at least 2 weeks prior to the event. He will contact you to discuss.
- **NO ALCOHOL IS PERMITTED TO BE SERVED, SOLD OR CONSUMED IN ANY PARK AREAS.**
- **FIREWORKS ARE NOT PERMITTED. THEY ARE ILLEGAL WITHIN THE STATE OF NEW JERSEY.**
- Camp Fires will require a Fire permit. Please contact the Municipal Clerks office for the permit.
- Admission or Gate Fee Charged: Explain in detail on Special Events Application.
- Bands or Amplified Music after 10:00 p.m.: A Noise Variance Permit is needed.
- Animal Exhibits or Rides: Explain in detail on Special Events Application.
- All Businesses and residences within 200 feet of event must be notified, in writing, of the event and details. Anyone directly affected must sign consent form attached.
- All signage, advertising the event must be in compliance with Borough Code.
- Should any further information be required, based on your specific event, the Municipal Clerk will contact you.

NAME OF EVENT: \_\_\_\_\_

**PURPOSE OF  
EVENT**

Explain in DETAIL exactly what you are wanting to do.

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SAMPLE

EVENT DATES

Main Dates: \_\_\_\_\_

Rain Dates: \_\_\_\_\_

Duration of event: (include set up and clean up) \_\_\_\_\_

Hour's event is to be open: \_\_\_\_\_

Projected attendance: \_\_\_\_\_

Maximum at any one time \_\_\_\_\_

Occupancy \_\_\_\_\_ (set by Fire Inspector) Date \_\_\_\_\_

Fire Inspector Signature \_\_\_\_\_

Street/Sidewalk Closure information

Location of closure \_\_\_\_\_

Start time \_\_\_\_\_ Ending Time \_\_\_\_\_

Dates \_\_\_\_\_

Is fencing going to be used? If so what type (plastic, metal,)

Please state location of gates in fence.

\_\_\_\_\_

## SITE PLAN

Attach or Sketch a detail layout of the event layout.

SAMPLE

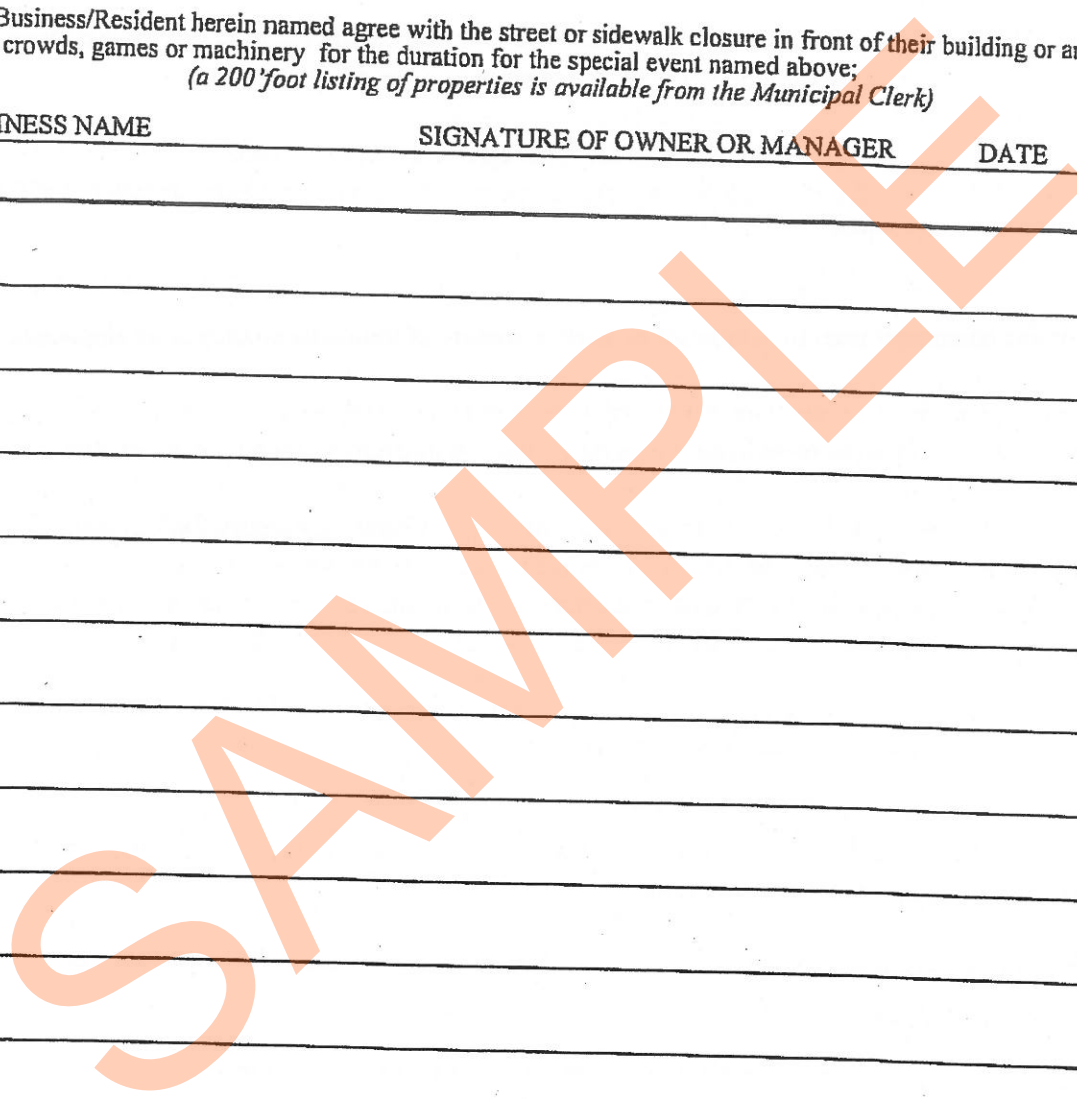
**SPECIAL EVENTS CONSENT OF  
BUSINESSES & RESIDENTS AFFECTED BY EVENT**

NAME OF EVENT: \_\_\_\_\_

DATES OF EVENT \_\_\_\_\_

The Business/Resident herein named agree with the street or sidewalk closure in front of their building or any noise from crowds, games or machinery for the duration for the special event named above;  
*(a 200' foot listing of properties is available from the Municipal Clerk)*

BUSINESS NAME	SIGNATURE OF OWNER OR MANAGER	DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



## HOLD HARMLESS AGREEMENT

**Please read, sign & date the Hold Harmless Agreement  
below & have your signature witnessed at the time you  
sign:**

The applicant, on behalf of the applicant and the applicant's organization (if applicable) hereby agrees to indemnify and holds harmless the borough, its officer's, agents and employees from and against claims, damages, losses, and expenses including attorneys fee arising out of or related to this permit or the permitted Special Event, or activities related to the use of requested that is caused by the applicant, or anyone for whose acts any of them may be liable for. This agreement shall not require the applicant to indemnify or hold harmless the Borough for any losses, claims, damages and expenses arising out of the sole negligence of the Borough.

The Borough shall not be responsible nor be held liable for any damage consequent upon the use, misuse or failure of any equipment used by Applicant or anyone directly or indirectly employed by Applicant. The Applicant's acceptance or use of any Borough equipment while the equipment was used or under control of the Applicant, or anyone directly or indirectly employed by the Applicant. In addition to paying for an such damage to the equipment itself, the hereby agrees to indemnify and hold harmless the Borough, its officers, agents and employees from and against claims, damages, losses, and expenses including attorney's fees arising out of the use, misuse or failure of such equipment. Such indemnification applies regardless of whether such damage or loss is incurred by any employee or property of Applicant, the Borough or other person. Such indemnification shall not be qualified or reduced in any way because the Borough may have provided the subject equipment, regardless of fees, to the applicant.

The undersigned person, as the Applicant, does hereby agree to comply with all related municipal ordinances, rules, regulation and other applicable laws.

The undersigned person, as the Applicant, does hereby agree and represent that he or she is legally capable to sign this application and to lawfully bind the Applicant (and the Applicant's Organization, if applicable) to the terms and conditions herein.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Printed name of Applicant

Signature of Applicant

Witness Print & Sign

## ATTACHMENTS

The following items *must* be ATTACHED to the application. Please put a Check (V') mark next to those items you have attached.

- Original Certificate of Liability
- Original \$5000 Bond for use of Public Space
- List of Vendors, if applicable
- List of artisans, exhibitors, Organizations participating or having a booth.
- Consent of Business and residents sheet signed
- Site plan with detail of layout including all aspects.
- Signed Hold Harmless agreement

SAMPLE



Reviewing Action – Office Use Only

Police Department \_\_\_\_\_ Approved/ Denied. Date \_\_\_\_\_  
Signature

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fire Inspector \_\_\_\_\_ Approved/Denied. Date \_\_\_\_\_  
Signature

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Public Works \_\_\_\_\_ Approved/Denied. Date \_\_\_\_\_  
Signature

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Health Department \_\_\_\_\_ Approved/Denied. Date \_\_\_\_\_  
Signature

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Municipal Clerk's Office

Confirm Checklist \_\_\_\_\_

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Confirm Approvals \_\_\_\_\_

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Insurance certificates /Bonds \_\_\_\_\_

Mayor & Council review comments/requirements

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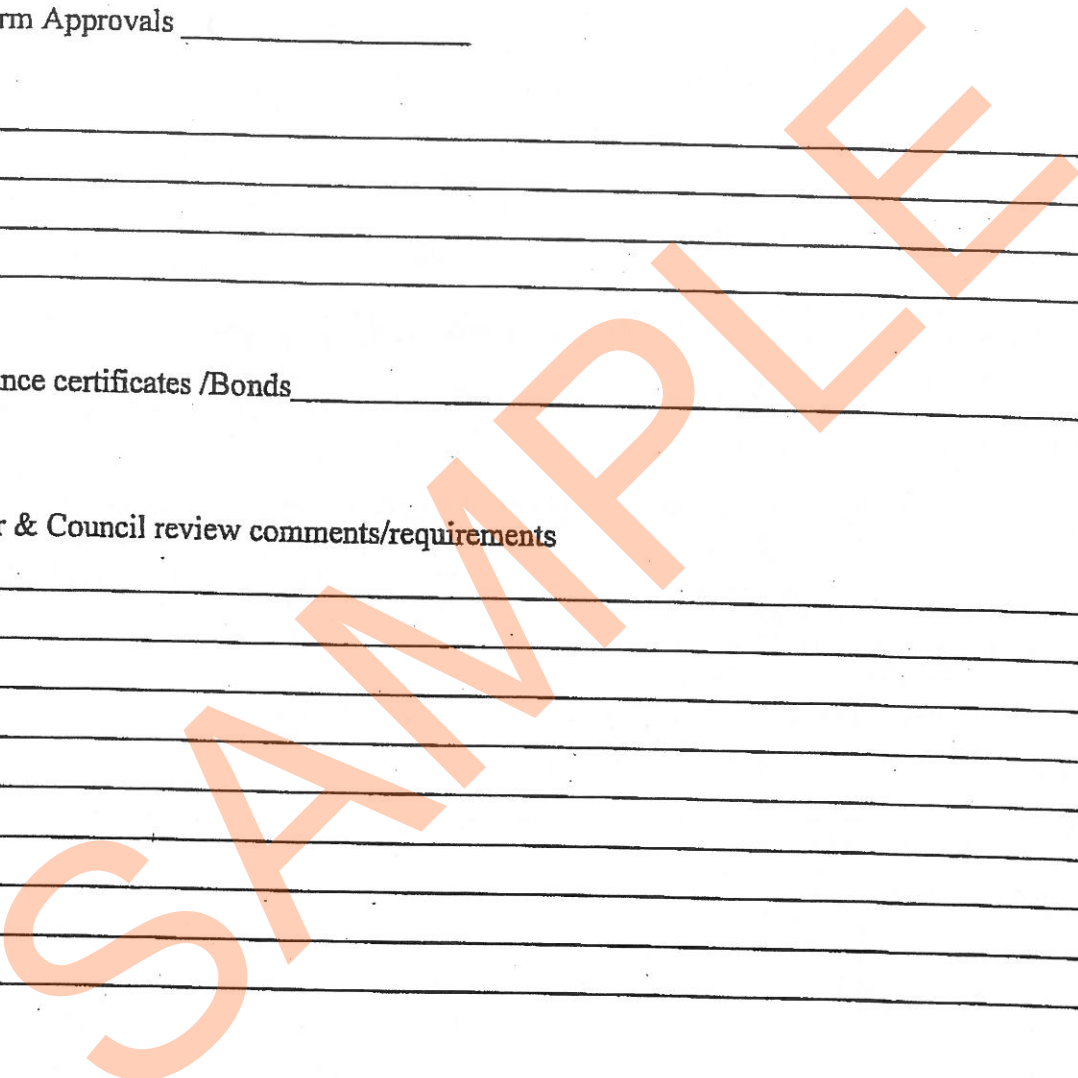
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### BOND FOR USE OF PUBLIC SPACE

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

Of \_\_\_\_\_ As Principal, and \_\_\_\_\_  
a corporation licensed to do business in the State of New Jersey, as Surety, are held and firmly bound unto the  
Borough of Allentown, New Jersey, in the penal sum of \_\_\_\_\_ Dollars(\$ \_\_\_\_\_ )  
lawful money of the United States, for which payment well and truly to be made we bind ourselves and our heirs,  
executors, administrator, legal representatives, successors, and assigns, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION is such that , whereas the Principal has made application to the  
Borough of Allentown for permission for the private use of streets, sidewalks, parks, either commercial or  
residential adjacent to the following described location in the Borough of Allentown, Monmouth County, NJ to wit:

\_\_\_\_\_ from \_\_\_\_\_

Until \_\_\_\_\_

NOW, THEREFORE, if the Principal and his heirs, successors, or assigns shall faithfully perform and in all things  
strictly comply with all conditions which now are or which may hereafter be required by the Borough of  
Allentown, Monmouth County, New Jersey Municipal Code, to be contained in the surety bond and made to apply  
to the above described use of public space, then this obligation shall be void, otherwise to remain in full force and  
effect until terminated as hereinafter provided.

THIS BOND MAY BE TERMINATED at any time by the Surety upon sending notice in writing, by certified mail,  
to the Municipal Clerk of said Borough and to the Principal addressed to them at Borough of Allentown, 8 North  
Main Street, Allentown, NJ 08501 and at the expiration of thirty (30) days from the receipt of said notice, this bond  
shall ipso facto terminate and the Surety shall thereupon be released from any liability for any acts or omissions of  
the Principal subsequent to said date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal: \_\_\_\_\_ Surety \_\_\_\_\_

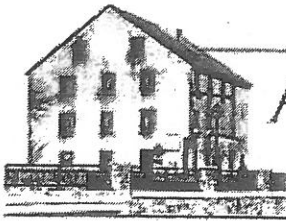
By: (show legal capacity) \_\_\_\_\_ By: (Attorney in fact) \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

Borough Attorney

*(Accompany this bond with Attorney-in-Fact's authority from surety, certified to include the date of the bond)*



ALLENTOWN  
BOROUGH  
EST. 1706

APPLICATION FOR  
PARADES,  
ASSEMBLIES, AND  
MINOR EVENTS  
PERMIT

Organization Name, Address of Applicant, Mobile # and Email Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parade ( ) Assembly ( ) Use of Borough Property ( ) or Other ( )

Date \_\_\_\_\_

Start Time and Duration \_\_\_\_\_

If Assembly, state location \_\_\_\_\_

If Parade, state route \_\_\_\_\_

Event Parking locations to be used: \_\_\_\_\_

\_\_\_\_\_

Emergency Services:

Road Closures ( ) Name the Streets \_\_\_\_\_

Crosswalk Coverage ( ) Name Locations \_\_\_\_\_

First Aid ( ) Fire Department ( ) Police ( )

Person/s in Charge & Mobile # \_\_\_\_\_

Date Filed: \_\_\_\_\_ Sign: \_\_\_\_\_

Print: Applicant Name or Agent: \_\_\_\_\_

Date Reviewed By Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

**HOLD HARMLESS AGREEMENT**

Between the Borough of Allentown, Monmouth County, State of New Jersey, and the Contractor

\_\_\_\_\_

**WITNESSETH:**

I hereby agree to indemnify, hold harmless and defend the Borough of Allentown and its officers, agents, and employees from any and all claims from injuries, including death, damages and losses sustained by anyone, whether foreseeable or unforeseeable, arising out of, connected with, or in any way associated with the special event authorized by this permit.

Signed (Contractor): \_\_\_\_\_

Date: \_\_\_\_\_

The applicant has furnished the certificate of Insurance with limits of liability described below:

Workers Compensation/ Employers Liability: \_\_\_\_\_

General Liability: \_\_\_\_\_

Automobile Liability: \_\_\_\_\_

Umbrella Liability: \_\_\_\_\_

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations, or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

The facilities will be used for the following purpose and no other:

Event : \_\_\_\_\_ Date: \_\_\_\_\_ Rain Date: \_\_\_\_\_

Dated: \_\_\_\_\_ Signed by Contractor: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_