

Agenda Hightstown Borough Council

February 22, 2022

6:30 PM – Public Session

[www.zoom.com](https://us02web.zoom.us/j/82972217248?pwd=LzlQYTZkOERyemJlOGNack4xcUs1UT09)

Meeting ID: 829 7221 7248

Passcode: RZ06eh

<https://us02web.zoom.us/j/82972217248?pwd=LzlQYTZkOERyemJlOGNack4xcUs1UT09>

By phone

(929)205-6099

Meeting ID: 829 7221 7248

Passcode: 578650

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

October 28, 2021 – Special Meeting
November 1, 2021 – Public Session
November 1, 2021 – Executive Session
November 15, 2021 – Public 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 2022-01 Public Hearing and Final Reading – An Ordinance Amending and Supplementing Chapter 18 Entitled “Solid Waste and Recycling,” Subsection 18-1-9 “Municipal Garbage Dumpsters (Stockton Street Parking Lot)” of the Revised General Ordinances of the Borough of Hightstown, New Jersey

Ordinance 2022-02 Public Hearing and Final Reading – An Ordinance Amending and Supplementing Chapter 12, Entitled “Building and Construction,” Section 12-2 Fees” and Chapter 28 Entitled “Zoning” Subsection 28-18-2 “Zoning Permit Required; Fee” of the Revised General Ordinances of the Borough of Hightstown, New Jersey

Ordinance 2022-03 First Reading and Introduction - An Ordinance Amending and Supplementing Chapter 28, Entitled “Zoning,” Subsection 28-3-5 “R-1 Residential District” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey.”

Ordinance 2022-04 First Reading and Introduction – An Ordinance Amending and Supplementing Chapter 8, Entitled “Towing and Storage,” Section 8-7 “Rules and Regulations” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,”

Resolutions

2022-055 Authorizing Payment of Bills

2022-056 Resolution Determining the Form and Other Details of Not Exceeding \$1,435,000 Bonds of the Borough of Hightstown, in the County of Mercer, New Jersey, and Providing for their Sale to the New Jersey Infrastructure Bank and the State of New Jersey and Further Authorizing the Execution of Various Agreements, All Pursuant to the New Jersey Water Bank

Consent Agenda

2022-057 Resolution Requesting the State of New Jersey to Pursue Regional Solutions to Flooding within the Millstone River Basin

2022-058 Resolution Authorizing the Execution of an Agreement Relating to the Maintenance of an Existing Fence Across a Borough-Held Sanitary Sewer Easement Located on and Across the Property Located at 554 North Main Street (Block 3.01, Lot 53.01)

2022-059 Authorizing a Transfer Fund in the 2021 Budget

2022-060 Authorizing Emergency Temporary Appropriations Prior to Adoption of the 2022 Budget

2022-061 Amending Resolution 2022-06 Making and Confirming Borough Officials for 2022

Discussion

Expansion of the Downtown Redevelopment Area Phase 3

Cannabis Planning Board Review

Revaluation of Borough Owned Property for Insurance

Musial Group

Subcommittee Reports

Mayor/Council/Administrative Reports

Executive Session

Resolution 2022-062 Authorizing a Meeting that Excludes the Public

Attorney Client Privilege

Personnel – AWWTP investigation

Adjournment

**Meeting Minutes
Hightstown Borough Council
October 28, 2021
Special Meeting
6:30 p.m.**

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

The flag salute followed Roll Call.

	PRESENT	ABSENT
<i>Councilmember Susan Bluth</i>	✓	
<i>Councilmember Joseph Cicalese</i>	ARRIVE LATE	
<i>Councilmember Cristina Fowler</i>	✓	
<i>Councilmember Joshua Jackson</i>	✓	
<i>Councilmember Steven Misiura</i>		✓
<i>Councilmember Frederick Montferrat</i>	✓	
<i>Mayor Quattrone</i>	✓	

Also in attendance: Margaret (Peggy) Riggio, Borough Clerk; Dimitri Musing, Borough Administrator, Police Chief Frank Gendron and Fred Raffetto, Borough Attorney.

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Moved by Councilmember Bluth; Seconded by Councilmember Jackson.

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

Agenda approved 4-0.

PUBLIC COMMENT

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

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

SPECIAL HEARING - Towing Ordinance Violations – LSC Mechanical

Mayor Quattrone recused himself at this time and left the meeting. Council President Bluth began presiding over the meeting.

Borough Attorney, Fred Raffetto, explained that this is a hearing for towing violations against LSC Towing for fee violations against Borough Code regarding offenses which occurred July 29, 2021.

Mariya Maister explained how her mother's car was towed during a storm on July 29, 2021. After paying the bill and picking up the car, Ms. Maister's mother noticed duplicate and inaccurate charges on the bill. She contacted Borough Administrator, Dimitri Musing with her concerns.

Deidre Misiura explained that her daughter's car stalled in flooded water on Mercer Streeting during the rain storm on July 29, 2021. She called AAA to be towed and was informed the wait was over an hour. While waiting, Ms. Misiura was approached by a Hightstown Borough Police Officer and told that she could not wait for AAA. They dispatched a tow truck to remove her vehicle. After picking up and receiving the bill from LSC Mechanical, Ms. Misiura noticed several inaccuracies and over charges. She contacted Borough Administrator, Dimitri Musing with this information.

Mr. Musing forward both complaints to Chief Gendron pursuant to Hightstown Borough Code. Chief Gendron met with Mr. Jeffrey Lawton regarding the over charges. Mr. Lawton rectified the situation and refunded the individuals affected.

Jeffrey Lawton, Owner, LSC Mechanical. Apologized to Council and the individuals affected by this situation. He has had an issuing with hiring reliable staff. He never intended to hurt anyone financially.

Mr. Raffetto explained to Council that they have to ability to impose a fine of no more than \$1,000 and suspending LSC from the lowing list for no more than 3 months.

Discussion ensued.

Councilmember Montferrat - Does LSC have towing agreements with any neighboring towns.

Mr. Lawton - Current agreements with Hightstown and Robbinsville.

Councilmember Jackson - Stated that this sounds like this was not done maliciously. They were clerical errors that were corrected and refunded.

Councilmember Montferrat - Has Hightstown had any other complaints involving LSC in the past?

Chief Gendron - Only 1 a few years prior. LSC was using the wrong ordinance when charging. They were notified and the situation was rectified immediately and customers were refunded.

Councilmember Fowler - Where any other cars towed that evening in the Borough?

Mr. Lawton - Yes. 2 additional cars were towed. 1 car was brought to a repair show. There was a discount on the storage fee plus a veteran's discount. The other car was totaled and picked up by the insurance company.

Councilmember Fowler agrees with Councilmember Jackson. There was no malice intended.

Council President Bluth - Mr. Lawton sincerely apologized and rectified the bills. Asked Mr. Lawton to please be more careful with his billing.

ADJOURNMENT

Councilmember Jackson moved to adjourn at 6:45 p.m.; seconded by Councilmember Cicalese. All ayes.
Respectfully Submitted,

Margaret M. Riggio
Borough Clerk

Approved by Hightstown Borough Council: _____

**Meeting Minutes
Hightstown Borough Council
November 11, 2021
6:30 p.m.**

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

The flag salute followed Roll Call.

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

Also in attendance: Margaret (Peggy) Riggio, Borough Clerk; Dimitri Musing, Borough Administrator and Fred Raffetto, Borough Attorney.

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Moved by Councilmember Fowler; Seconded by Councilmember Jackson.

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

Agenda approved 6-0.

APPROVAL OF MINUTES

September 7, 2021 – Public Session

Moved by Councilmember Montferrat; Seconded by Councilmember Misiura.

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

Minutes approved 6-0.

September 7, 2021 – Executive Session

Moved by Councilmember Cicalese; Seconded by Councilmember Fowler.

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

Minutes approved 6-0.

PRESENTATIONS

Complete Streets – Redevelopment Area Circulation Study

Bev Asselstine, Complete Streets and Chair of Planning Board informed Council that there will be a hearing at the December Planning Board Meeting looking to add this to the Master Plan. They are looking for input from Council. She gave a background of the project and reviewed the October 25, 2021, draft of the plan (attached hereto and made part thereof; Attachment 1).

Discussion ensued. Some concerns that were brought up by Council were:

- Has North Main Street been looked at. This is a problem area.
 - They did not look at anything north of Bank Street. The lynchpin is the center intersection at Franklin and Main Street
- This looks like the strip mall will lose about 5 parking spaces. There are times when there are no available spaces now.
 - Bev Asselstine will speak with George Chin, Construction/Zoning Official, about the number of spaces needed there.
- What is the pedestrian lead time to cross the street at the light? Does this depend on traffic cycling through or is it a set time?
 - Lead time is about 3-10 seconds. It is triggered by someone pushing the pedestrian button. This can be scheduled also.
- What are the next steps?
 - The report needs to be finalized and adopted into the Master Plan. Complete Streets will engage with the County and State to determine how we can partner with them and move forward with the improvements. Complete Streets will also be looking for funding opportunities.

ENGINEERING ITEMS

Improvements to Hausser Avenue, Bennett Place, and Prospect Drive

Ms. Roberts reviewed her letter to council dated 10/25/2021. She is looking for authorization to move ahead with the project and have the bond increased by \$60,000. The additional fees are for inspection services. This needs to be addressed soon. Funding needs to be in place before the contract is awarded.

Resolution 2021-168 Awarding a Contract for Improvements to Railroad Avenue, Dey Street, Center Street and South Academy Street – S. Brothers, Inc.

Moved by Councilmember Cicalese; Seconded by Councilmember Jackson.

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

Resolution adopted 6-0.

Resolution 2021-168

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

AWARDING A CONTRACT FOR IMPROVEMENTS TO RAILROAD AVENUE, DEY STREET, CENTER STREET AND SOUTH ACADEMY STREET – S. BROTHERS, INC.

WHEREAS, six (6) bids were received on October 28, 2021, for Improvements to Railroad Avenue, Dey Street, Center Street and South Academy Street; and

WHEREAS, the bids have been reviewed by the Borough Engineer and it is the Engineer's recommendation that a contract for the for Improvements to Railroad Avenue, Dey Street, Center Street and South Academy Street; be awarded to the low bidder S. Brothers, Inc., of South River, New Jersey at the price of \$573,798.00; and

WHEREAS, this project is partially funded by the New Jersey Department of Transportation Municipal Aid Grant program, the award of this contract is conditional upon approval by the New Jersey Department of Transportation; and

WHEREAS, the execution of this contract is subject to the review and approval of the Borough Attorney to assure that the bid submitted by S. Brothers, Inc. is in order with respect to legal compliance; and,

WHEREAS, the CFO has certified that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the contract for the for Improvements to Railroad Avenue, Dey Street, Center Street and South Academy Street, be awarded to the low bidder, S. Brothers, Inc., of South River, New Jersey at the price of \$573,798.00.

PUBLIC COMMENT

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

Jeff Epstein, 421 North Main Street - There has been 2 truck accidents in town since the last meeting. There needs to be a solution to this ongoing issue. Truck traffic is only getting worse with all the new warehouses in the area.

Eugene Sarafin, 628 South Main Street - North Main Street and South Main Street are both the County Highway. He has called Dan Benson's office about the truck traffic at least once a week. All of our community needs to come together on this. He then spoke against the republican party.

Billy Bullock, 5 Pershing Avenue - Spoke about the noise ordinance 3-7.1 and 3-7.2. There is a resident on Grape Run playing music from 12:00 - 3:00 and after 10:00 p.m. He has asked that it be turned down. The music can be heard on South Street and Taylor Avenue. The neighbors do not want to approach the resident. Is this permitted during the day? Would like clarification.

Mayor Quattrone will look into this and speak with Chief Gendron.

There being further comments, Mayor Quattrone closed the public comment period.

RESOLUTIONS

Resolution 2021-169 Authorizing Payment of Bills

Moved by Councilmember Montferrat; Seconded by Councilmember Fowler.

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

Resolution adopted 6-0.

Resolution 2021-169

*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 \$1,690,010.97 from the following accounts:

Current		\$1,031,514.88
W/S Operating		48,472.89
General Capital		56,074.04
Water/Sewer Capital		548,638.66
Grant		0.00
Trust		3,100.00
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>2,210.50</u>
Total		<u>\$1,690,010.97</u>

Resolution 2021-170 Authorizing an Amendment to Resolution 2020-233 Awarding a Contract for Zeta Lyte 2800 CH Cationic Polyelectrolyte – Custom Environmental Technology

Moved by Councilmember Fowler; Seconded by Councilmember Jackson.

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

Resolution adopted 6-0.

Resolution 2021-170

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

**AUTHORIZING AN AMENDMENT TO RESOLUTION 2020-233 AWARDING A
CONTRACT FOR ZETA LYTE 2800 CH CATIONIC POLYELECTROLYTE -
CUSTOM ENVIRONMENTAL TECHNOLOGY**

WHEREAS, on December 7, 2020, Borough Council adopted Resolution 2020-233 awarding a contract to Custom Environmental Technologies for Zeta Lyte 2800 CH Cationic Polyelectrolyte; and

WHEREAS, the total contract amount awarded was \$40,227.00; and

WHEREAS, it has been found that additional funds in the amount of \$1,600.00 will be necessary to complete the contract through December 31, 2021; and,

WHEREAS, the CFO has certified funds are available for this expenditure.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the agreement with Custom Environmental Technology of Collegeville, PA be amended to not exceed \$41,827.00.

NEW BUSINESS

Subcommittee – Review RFPs

Requests for proposals are being received for Labor Counsel and Affordable Housing Attorney. Mayor Quattrone named the following subcommittees to review the proposals once they are received.

Labor Counsel - Mayor Quattrone and Council President Bluth

Affordable Housing Attorney - Councilmember Misiura will work with Planning Board

Truck Traffic (added to agenda by Mayor Quattrone)

Councilmember Montferrat - truck traffic is a definite problem in the Borough. It would be helpful to do an investigation of where the trucks are coming from and where they are going. Maybe a taskforce or subcommittee. Would let the residents to be involved

OLD BUSINESS

Recodification of Borough Code

Borough Clerk, Peggy Riggio, reviewed the proposal received for recodification. CFO, George Lang stated that there is money in the budget for this. Council agreed to move forward this this using funding other than the ARP funds.

SUBCOMMITTEE REPORTS

Bank Street Redevelopment

Councilmember Misiura stated that there was an advertisement in the newspaper regarding a foreclosure action. PRC is having an issue with one of their partners. This is part of the process to have 100% control of the property. Once this is complete, they will be able to move forward.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Fowler

Environmental Commission - Some of the trees planted on North Main and South Main Street have died. They will be replaced at no cost to the Borough.

Downtown Hightstown - It was a busy weekend downtown with many events going on. When all groups and committees come together it lends to a terrific weekend long event. Looking forward to more of this. Hop and Shop is scheduled for November 19th. 16 Businesses will have their windows painted by students from Hightstown High School and The Peddie School. Residents will be able to vote for a winner.

Hightstown High School's varsity football team beat West Windsor/Plainsboro South this weekend bringing the Mayor's Cup back to Hightstown.

Councilmember Cicalese - Had a great time in Hightstown this weekend.

Councilmember Montferrat - Fantastic weekend in Hightstown. BeTheLight Foundation is very special. Great to see the town so vibrant.

Councilmember Misiura

Municipal Facilities - Met with the Musial Group on the 22nd. Chief Gendron commented that he needed an extra room for interactions with the public. Council received an update in Mr. Musing's weekly update. We will need to authorize the Musial group to begin work again. This was put on hold during the Robbinsville negotiations.

First Aid - Still having issues with their ambulance.

Halloween is back. When Halloween is back, Hightstown is back!

Councilmember Jackson

HPC - Had an interesting meeting with the County on the Peddie Bridge (Ward Street Bridge). Discussed the history of the bridge. The County will be holding a zoom presentation on 11/8 regarding the renovations of the bridge.

Halloween was great!

Council President Bluth

Cultural Arts Commission - Light up the Lake - Incredible day all around. BeTheLight hosted a pumpkin carving. Teachers from the schools came to help. The Lake looked beautiful all lit. Thanked Ken Lewis and Public Works for setting up tables and getting the electric set up.

Peggy Riggio, Borough Clerk

RFPs - Requests for Proposals for Labor Counsel and Affordable Housing Attorney will be received in the Clerk's office on December 1st.

Elections - Polls open tomorrow from 6:00 a.m. - 8:00 p.m. All districts vote at the Firehouse. Mail in ballots can be placed in the drop box located outside the Firehouse until 8:00 p.m. tomorrow evening.

Dimitri Musing, Borough Administrator

It was a wonderful weekend in the Borough. It feels like there was no pandemic.

Mayor Quattrone

Very happy we decided to do Halloween again. The town was happy and everyone was joyful. The Police did an outstanding job. He received many compliments about the town. All the boards and commissions are doing an outstanding job.

EXECUTIVE SESSION

Resolution 2021-171 Authorizing a Meeting that Excludes the Public

Moved by Councilmember Montferrat; Seconded by Councilmember Jackson.

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

Resolution adopted 6-0.

Resolution 2021-171

*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 November 1, 2021, via www.zoom.com, that will be limited only to consideration of an item or items with respect to

which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

Attorney Client Privilege

Contract Negotiations/Collective Bargaining Agreements

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 February 1, 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.

Council President Bluth moved to adjourn to executive session at 7:56 p.m.; Seconded by Councilmember Fowler. All ayes.

Council returned to public session at 8:35 p.m.

ADJOURNMENT

Councilmember Fowler moved to adjourn at 8:36 p.m.; Councilmember Cicalese seconded. All ayes.

Respectfully Submitted,

Margaret M. Riggio
Borough Clerk

Approved by Hightstown Borough Council: _____

DRAFT

HIGHTSTOWN

REDEVELOPMENT AREA

CIRCULATION STUDY

Submitted: October 25, 2021

Prepared for:
Borough of Hightstown

Prepared by:
NV5, Inc.

In association with
Bright View Engineering

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Introduction

The Borough of Hightstown received funds from the Delaware Valley Regional Planning Commission (DVRPC) to conduct a Redevelopment Area Circulation Study to examine the change in circulation arising from the planned redevelopment of the the vacant Rug Mill in the downtown. The NV5/Brightview project team was tasked with reviewing the series of studies and plans that envision an active downtown with planned redevelopment and identify potential opportunities and constraints associated with circulation in the downtown area because of the planned improvements. Reviewing alternatives for the intersection of North Main Street and Franklin Street, including feasibility and assessment of a roundabout at this intersection instead of the existing traffic signal was the focus of the study, and set the groundwork for all the traffic analysis throughout the study area.

Major work tasks included:

1. Review Existing Plans and Traffic Projections
2. Traffic Count Data Collection (to complete the study area base information)
3. Traffic Model Development
4. Safety Enhancement Concept Development
5. Traffic Modeling for potential Build Scenarios
6. Community Input

NV5 worked with the Hightstown Complete Streets Committee and developed recommendations for enhancing pedestrian safety and access while maintaining motor vehicle circulation throughout the Redevelopment Area. This includes presentation to and coordination with the Hightstown Planning Board.

The study area for this project included the streets and intersections adjacent to all three phases of the redevelopment area as shown on Figure 1 below. The following intersections were included in the assessment:

1. N. Main Street and Franklin Street
2. N. Main Street and Stockton Street
3. N. Main Street and Bank Street
4. Franklin Street and Maxwell Avenue
5. Stockton Street and Academy Street



Figure 1: Study Area Map

Analysis of Existing Plans and Traffic Projections

NV5 staff reviewed the redevelopment plans for the Lakefront Plan and the Hightstown Mobility Master Plan to plan field work and identify site opportunities and constraints. The review of the report suggests that the increased parking and traffic growth associated with these projects appears to conform to industry standards and be consistent with the vision described by the Complete Streets Committee during project coordination meetings. NV5 collected additional data for the intersection of Franklin Street at Maxwell Avenue to develop the traffic models as the recent redevelopment studies did not include existing traffic counts at that intersection.

Community Outreach

The NV5 Team participated in monthly Complete Streets Committee meetings throughout the project. The plan to facilitate educational community outreach activities was modified due in part to the COVID-19 restrictions and reinforced once the roundabout concept was removed from consideration allowing the labor to be targeted to the concepts developed and analyzed. The team also presented to the Planning Board and is currently scheduled to brief the Town Council on the project findings.

Traffic Count Data Collection

NV5 collected turning movement counts using a video traffic data collection system at the intersection of Franklin Street at Maxwell Avenue to augment the data provided from other recent studies.

Appendix A – Traffic Data includes a summary of all traffic data collected.

Traffic Model Development

The NV5 Team built a traffic model using Synchro, version 11 to quantify existing operational conditions for the weekday morning, weekday evening and Saturday mid-day peak hours and set a base line for comparing future traffic and potential safety enhancement concept analysis. Using the existing conditions model as a base condition, The NV5 Team surcharged traffic from known planned developments in the area onto the existing conditions model to establish the anticipated future conditions for each of the study area intersections. The resulting 2022 projected future volumes are shown in Figure 2 below.

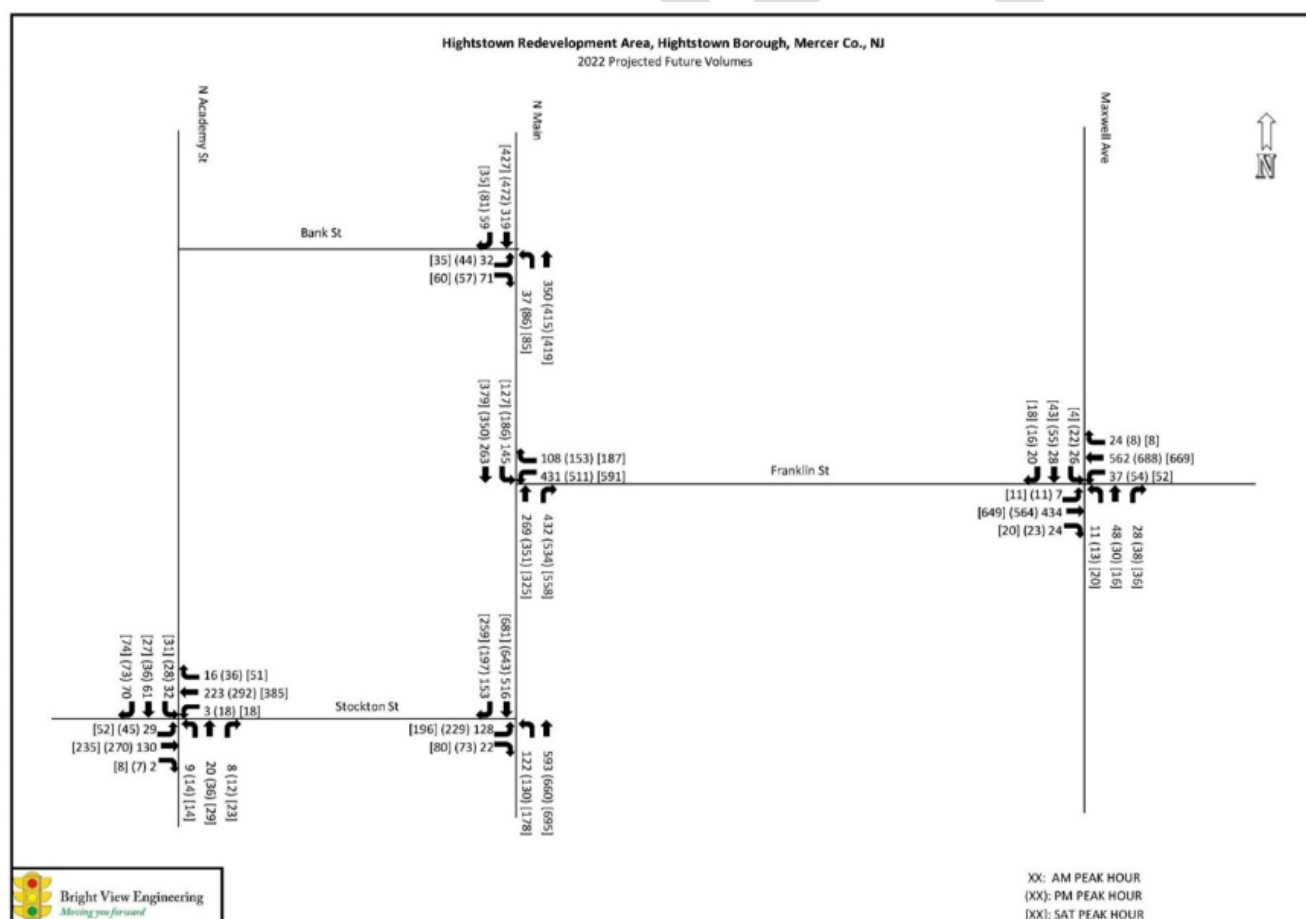


Figure 2: Traffic Model

Safety Enhancement Concept Development

Initial Screening

Central to the project is the identification of improvements at the intersection of North Main Street and Franklin Street. Previous efforts by the Borough identified a roundabout as a potential alternative to the existing traffic signal at the intersection. Based on the team's initial screening efforts focused on determining if a roundabout could effectively process the needed traffic volumes at the intersection without adversely affecting the surrounding area. Since roundabouts work most effectively with clear downstream conditions, one of the key measures in this analysis was to determine vehicle queues from adjacent intersections would queue back into the proposed roundabout.



Figure 3: Roundabout Concept

To that end, the NV5 team reviewed the expected operation of the roadway network with the introduction of a modern one lane roundabout at the intersection of North Main Street and Franklin Street. This included an estimation of the vehicle queues from the intersections surrounding the roundabout.

This screening produced several key findings that directed the intersection configuration of all safety concepts developed. The results of the queuing analysis showed that there is a high likelihood that the southbound traffic along N. Main Street approaching the Stockton Street intersection would likely backup into and through the intersection at Franklin Street. With a traditional signalized intersection, this can be mitigated with 'DO NOT BLOCK THE BOX' type treatments or roadway widening where possible. If a roundabout intersection configuration were considered, this downstream queue backing into the intersection could stop all circulating traffic and cause gridlock. This was particularly critical at the intersection of North Main Street and Franklin Street due to the firehouse located at the intersection. Traffic queued at the roundabout would be difficult to clear and could impede emergency response times. Figure 3 below shows the initial roundabout concept considered, which provides the minimum acceptable lane geometries while attempting to minimize impacts.

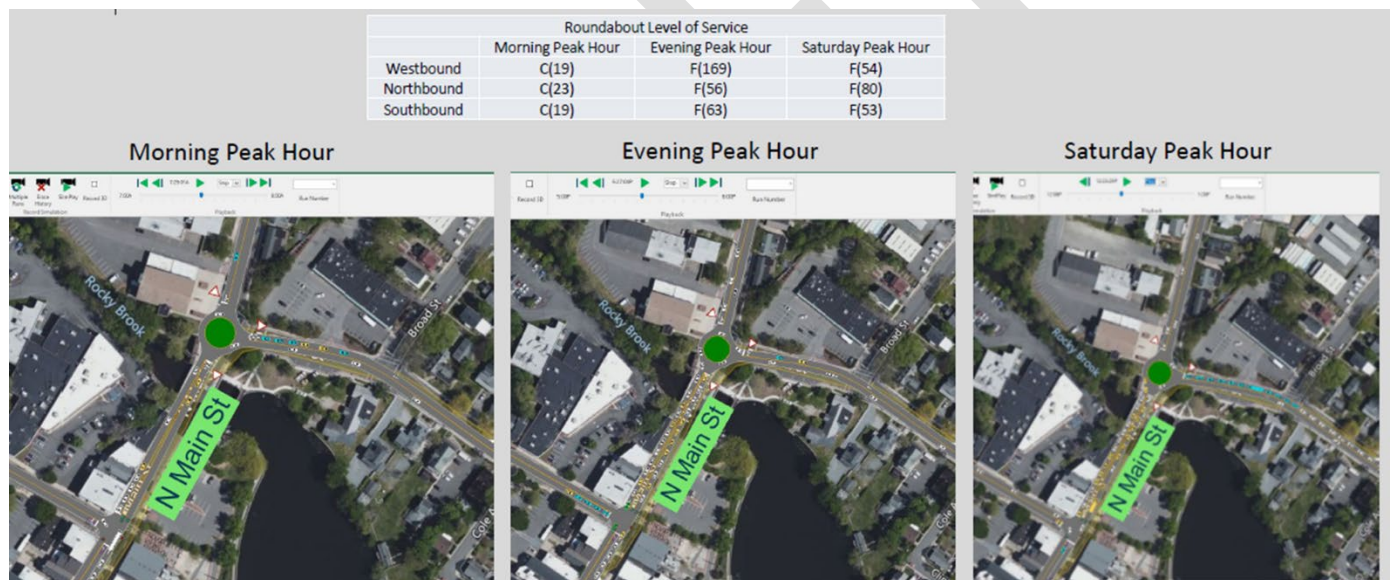


Figure 4: Roundabout Level of Service

The traffic simulation modeling indicated a fatal flow in the roundabout scenario, requiring it to be removed from future considerations. It was recommended that safety enhancements to the traditional traffic signal configuration be developed in lieu of the roundabout at the intersection.

Safety Enhancement Concepts

Seven scenarios were developed to model potential circulation and safety enhancement throughout the study area, these are summarized in Table 1, below:

- M1 – Add a Right Turn Lane along Franklin St approach to N. Main St & Update Signal Timing
- M2 – Add a Dedicated Pedestrian Signal Phase @ Franklin St and N. Main St & Update Signal Timing
- M3 – Add a Right Turn Lane along Franklin St approach to N. Main St, a Dedicated Pedestrian Signal Phase & Update Signal Timing
- M4 – Add a Lead Pedestrian Interval across Franklin St approach to N. Main St
- M5 – Add a Turn Lane AND Lead Pedestrian Interval across Franklin St approach to N. Main St & Update Signal Timing
- M6 – Add a Lead Pedestrian Interval at Stockton St & N. Main St & Update Signal Timing
- M7 – Add a 4-Way STOP at Stockton St & Academy St

Table 1: Traffic Model Scenarios

	Intersection	Right Turn Lane	Update Signal Timing	Dedicated Pedestrian Signal Phase	Lead Pedestrian Interval (LPI)	4-Way Stop
Model 1(M1)	N. Main St. & Franklin St.	●	●			
Model 2(M2)	N. Main St. & Franklin St.		●	●		
Model 3(M3)	N. Main St. & Franklin St.	●	●	●		
Model 4(M4)	N. Main St. & Franklin St.				●	
Model 5(M5)	N. Main St. & Franklin St.	●	●		●	
Model 6(M6)	Stockton St. & N. Main St.		●		●	
Model 7(M7)	Academy St. & Stockton St.					●

Traffic Modeling Scenarios

Traffic Modeling Scenario M1

The M1 traffic model is based on redesigning/reconfiguring the intersection of North Main Street and Franklin Street by adding a Right Turn Lane along the westbound Franklin St approach to N. Main St and updating the traffic signal timing accordingly. Table 2, below, compares the anticipated future intersection operation without any changes to the proposed mitigation measures.

Table 2: Traffic Model 1 Level of Service

Intersection	FBAM		FBPM		FBSA		FBAM-M1 WB L+R		FBPM-M1 WB L+R		FBSA-M1 WB L+R	
N Main St & Franklin St	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
WBLR	D	42.2	D	51.2	D	43.6						
WBL							D	44.8	D	45.3	D	43.7
WBR							D	25.2	C	22.6	C	20.2
NBT	C	23.3	D	36	D	38.5	B	17.9	C	25.5	C	25.3
NBR	D	37.2	F	198.1	F	275.5	A	6	A	7.9	A	6.5
SBL	E	56.8	E	66	F	122.7	D	46.6	D	45.1	E	56.5
SBT	B	12.5	B	17.8	C	24.8	A	8.8	B	12.2	B	15.4



Figure 5: Traffic Model 1

As Table 2 indicates, the addition of the westbound right turn lane in conjunction with traffic signal timing and phasing improvements results in significantly improved levels of service for vehicles. Pedestrian mobility, however, is not improved, as pedestrians in this scenario are required to cross concurrent with vehicle movements. The addition of the westbound right turn also increases pedestrian crossing time for the westbound approach.

Traffic Modeling Scenario M2

The M2 traffic model is based on redesigning/reconfiguring the intersection by adding a Dedicated Pedestrian Signal Phase at Franklin Street and N. Main Street and updating the traffic signal timing / phasing.

Table 3: Traffic Model 2 Level of Service

Intersection	FBAM		FBPM		FBSA		FBAM-M2 PED PHASE		FBPM-M2 PED PHASE		FBSA-M2 PED PHASE	
N Main St & Franklin St	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
WBLR	D	42.2	D	51.2	D	43.6	D	35.5	E	60.4	E	78.6
WBL												
WBR												
NBT	C	23.3	D	36	D	38.5	D	36.2	E	76.8	E	70
NBR	D	37.2	F	198.1	F	275.5	A	2.4	A	2.4	A	3.6
SBL	E	56.8	E	66	F	122.7	D	37.5	D	39.2	D	37.2
SBT	B	12.5	B	17.8	C	24.8	B	14.2	B	17.5	B	19.6



Figure 6: Traffic Model 2

As Table 3 indicates, revisions to the traffic signal timing improves vehicular flow and results in improved levels of service for vehicles. The dedicated pedestrian phase minimizes the conflicts between pedestrians and vehicles, improving pedestrian connectivity. It must be noted that while the timing has been balanced to eliminate any level of service 'F' conditions, very little capacity remains in this scenario for future increases in traffic volumes.

Traffic Modeling Scenario M3

The M3 traffic model is based on redesigning/reconfiguring the intersection by adding a Right Turn Lane along Franklin Street approach to N. Main Street, a Dedicated Pedestrian Signal Phase at Franklin Street and N. Main Street and updating the traffic signal timing.

Intersection	FBAM		FBPM		FBSA		FBAM-M3 PED PHASE, WB L+R		FBPM-M3 PED PHASE, WB L+R		FBSA-M3 PED PHASE, WB L+R	
N Main St & Franklin St	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
WBLR	D	42.2	D	51.2	D	43.6						
WBL							C	31.4	D	49.1	D	40.8
WBR							B	17.5	C	22.1	B	17.3
NBT	C	23.3	D	36	D	38.5	C	30.5	D	38.9	D	41
NBR	D	37.2	F	198.1	F	275.5	A	2.4	A	2.4	A	3.5
SBL	E	56.8	E	66	F	122.7	D	37.5	D	39.2	D	37.2
SBT	B	12.5	B	17.8	C	24.8	B	12.2	B	12.9	B	16.3

Table 4: Traffic Model 4



Figure 7: Traffic Model 3

As once could expect, Table 4 shows a hybrid result compared to scenarios M1 & M2, with improvements to both traffic flow and the addition of a dedicated pedestrian phase to improve pedestrian connectivity.

Traffic Modeling Scenario M4

The M4 traffic model is based on redesigning/reconfiguring the intersection by adding a Lead Pedestrian Interval across Franklin Street approach to N. Main Street.

Intersection	FBAM		FBPM		FBSA		FBAM-M4 LPI FRANKLIN ST		FBPM-M4 LPI FRANKLIN ST		FBSA-M4 LPI FRANKLIN ST	
N Main St & Franklin St	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
WBLR	D	42.2	D	51.2	D	43.6	D	43.3	E	60.4	E	68.3
NBT	C	23.3	D	36	D	38.5	C	32.3	D	53	D	51
NBR	D	37.2	F	198.1	F	275.5	A	2.7	A	5.4	A	4.2
SBL	E	56.8	E	66	F	122.7	D	46	D	46.7	D	49.7
SBT	B	12.5	B	17.8	C	24.8	B	14.7	B	17.5	C	22.5
Maxwell St & Franklin St	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay

Table 5: Traffic Model 4 Level of Service



Figure 8: Traffic Model 4

The lead pedestrian interval (LPI) consists of providing a comparatively short (3-5 second) head start for pedestrians prior to vehicles receiving a green light. While the timing changes proposed do improve vehicular circulation and the LPI does improve pedestrian movements, pedestrians and vehicles remain in conflict with each other moving through the intersection.

Traffic Modeling Scenario M5

The M5 traffic model is based on redesigning/reconfiguring the intersection by adding a Turn Lane and a Lead Pedestrian Interval across Franklin Street approach to N. Main Street and updating the traffic signal timing.

Intersection	FBAM		FBPM		FBSA		FBAM-M5 LPI FRANKLIN WB L+R		FBPM-M5 LPI FRANKLIN WB L+R		FBSA-M5 LPI FRANKLIN WB L+R	
	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
N Main St & Franklin St												
WBLR	D	42.2	D	51.2	D	43.6						
WBL							D	37.1	D	38.2	D	43.9
WBR							C	21.4	C	20.8	C	21.1
NBT	C	23.3	D	36	D	38.5	C	28.5	D	41.2	D	37.2
NBR	D	37.2	F	198.1	F	275.5	A	2.6	A	5.1	A	3.9
SBL	E	56.8	E	66	F	122.7	D	46	D	46	D	46
SBT	B	12.5	B	17.8	C	24.8	B	12.7	B	15.6	B	17.9

Table 6: Traffic Model 5 Level of Service



Figure 9: Traffic Model 5

Scenario M5 includes both the LPI and the westbound approach widening. Table 6 shows, this results in an improvement in vehicular levels of service but still has similar pedestrian concerns as Scenario M4 since pedestrians and vehicles are still required to traverse the intersection concurrently.

Traffic Modeling Scenario M6

The M6 traffic model is based on redesigning/reconfiguring the Stockton Street and N. Main Street intersection by adding a Lead Pedestrian Interval and updating the traffic signal timing.

Intersection	FBAM		FBPM		FBSA		FBAM-M6 LPI STOCKTON		FBPM-M6 LPI STOCKTON		FBSA-M6 LPI STOCKTON	
	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
N Main St & Stockton St												
EBLR	D	42.4	E	76.3	E	61.4	D	40.6	E	64.3	E	56.7
NBL	A	7	B	19.8	C	31.4	A	5.8	C	26.6	C	27.4
NBT	A	4.7	A	9	A	5	A	7.4	B	10.5	A	5.5
SBTR	B	11.8	C	28.5	D	48.8	C	21.1	F	81.1	F	84.4

Figure 10: Traffic Model 6



Table 7: Traffic Model 6 Level of Service

This alternative evaluates the intersection of North Main Street and Stockton Street with the addition of a Lead Pedestrian Interval. This results in a degradation in vehicular levels of service as time during the traffic signal cycle is diverted from vehicles to pedestrians.

Traffic Modeling Scenario M7

The M7 traffic model is based on adding a 4-way stop at Stockton Street and Academy Street intersection.

Average and Delay Percentile Queue Lengths (ft)												
Intersection	FBAM		FBPM		FBSA		FBAM-M7 4WAY ACAD & STOCKTON		FBPM-M7 4WAY ACAD & STOCKTON		FBSA-M7 4WAY ACAD & STOCKTON	
Academy St & Stockton St	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
EBLTR	A	1.4	A	1.1	A	1.5	A	9.4	B	13.5	B	13.3
WBLTR	A	0.1	A	0.4	A	0.3	B	10.2	B	13.9	C	19.2
NBLTR	B	13.2	C	20.5	C	21	A	8.6	A	9.9	B	10.2
SBLTR	B	14.3	C	19.1	C	22.3	A	9.4	B	10.5	B	10.8

Table 8: Traffic Model 7 Level of Service



Figure 11: Traffic Model 7

As Table 8 indicates, the intersection is anticipated to operate at acceptable Levels of Service with an all-way stop in place. It is important to note, however, that prior to implementing an all-way stop at this intersection, a formal all-way stop analysis should be prepared for Mercer County review and approval.

Conclusions/Next Steps

The NV5 team with input from the Complete Street Committee recommends that Hightstown Borough should consider implementing the widening of Franklin Street at North Main Street to provide a dedicated right turn lane along with signal timing and phasing improvements. This reconfiguration will provide additional intersection capacity which will allow the introduction of an additional crosswalk across North Main Street on the south side of Franklin Street and implementation of a dedicated pedestrian phase, which will improve pedestrian safety and connectivity. While the team recognizes there is a significant cost to implementing this improvement, this improvement maintains the historic areas south of the intersection and minimizes impacts to the surrounding areas. Additional improvements such as timing changes at the intersection of North Main Street and Stockton Street and potentially adding a four way stop at Stockton Street and Academy Street will also help to improve pedestrian connectivity and balance the needs of pedestrian, bicycle, and vehicle users alike.

Appendices

Appendix A – Traffic Data (Level of Service, Delay and Queue)

Appendix B – Concept Plans

Appendix C – Cost Estimate

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Appendix A – Traffic Data (Level of Service, Delay and Queue) (separate attachment)

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Appendix B – Concept Plans

Concept 1: Maintain Existing Splitter Island

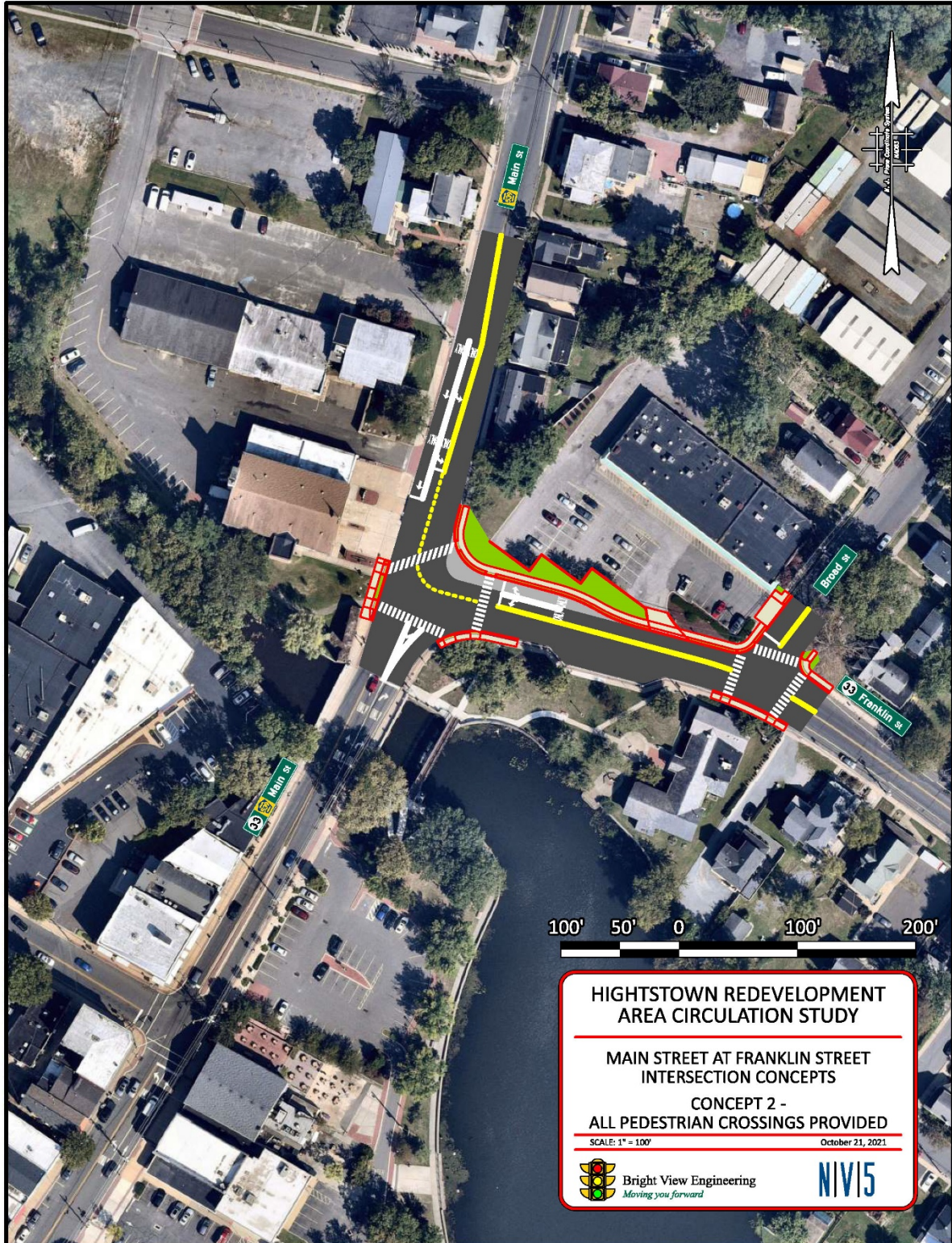
Concept 2: All Pedestrian Crossings Provided (1)

Concept 3: All Pedestrian Crossings Provided (2)

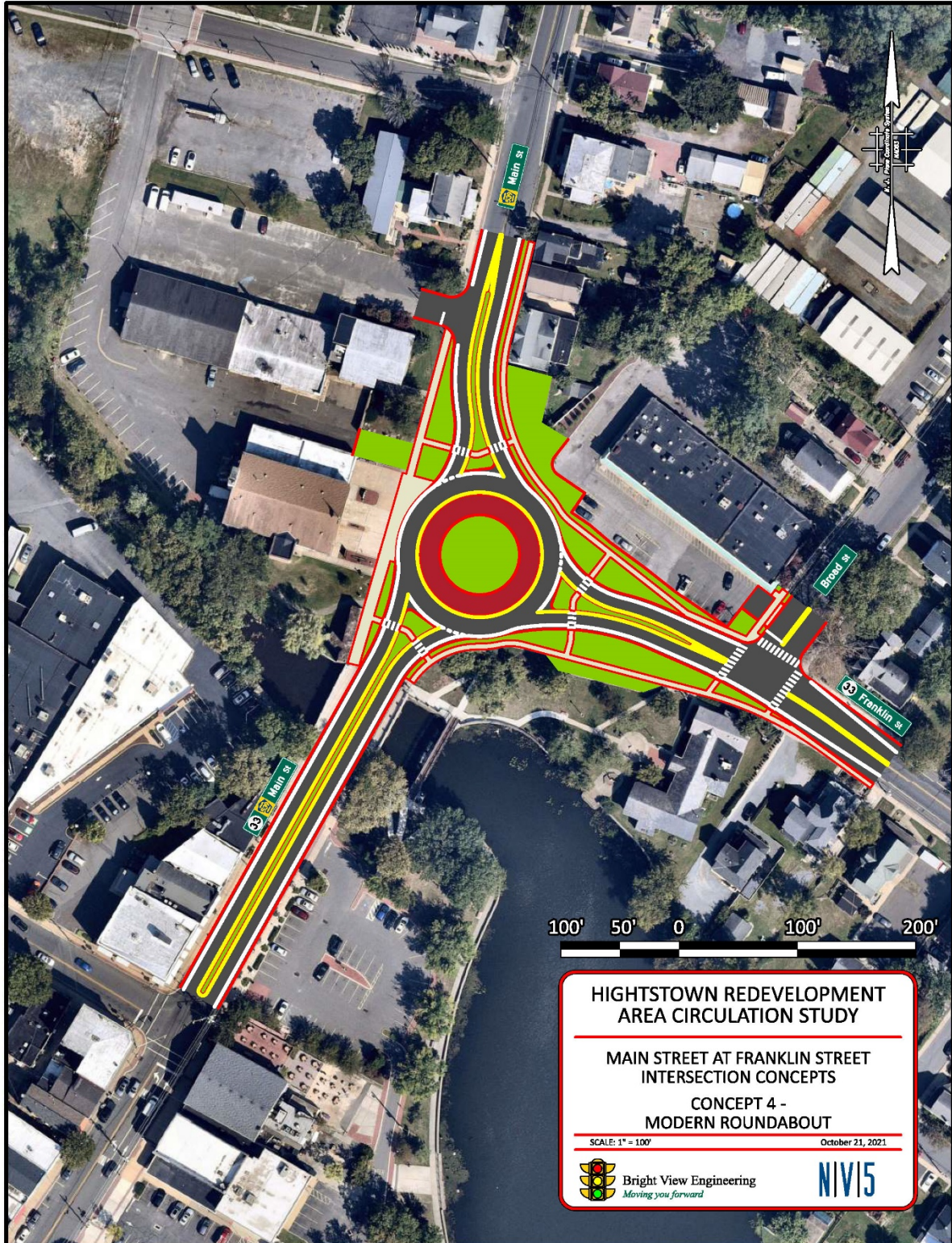
Concept 4: Modern Roundabout

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Appendix C – Cost Estimate

Franklin-Main Order of Magnitude Cost Estimate				
Major Item	Unit	Unit Cost	Quantity	Item Cost
Full Depth Pavement	SY	\$ 70.00	190	\$ 13,300.00
2" Surface Course				
6" Base Course				
8" Dense Aggregate Base Course				
Milling & Resurfacing	SY	\$ 30.00	3,483	\$ 104,490.00
Milling 3" or Less				
2" HMA Surface Course				
Variable HMA Intermediate Course (assume 2.5")				
9"x16" Concrete Vertical Curb	LF	\$ 40.00	820	\$ 32,800.00
Brick Sidewalk	SY	\$ 100.00	34	\$ 3,400.00
Concrete Sidewalk, 4" Thick	SY	\$ 75.00	300	\$ 22,500.00
HMA Driveway	SY	\$ 30.00	-	\$ -
Concrete Driveway	SY	\$ 110.00	86	\$ 9,460.00
Roadway Drainage (per Roadway CL length)	LF	\$ 150.00	160	\$ 24,000.00
Landscape Wall	LF	\$ 250.00	-	\$ -
Topsoil/Seeding/Mulching	SY	\$ 40.00	377	\$ 15,080.00
New Traffic Signal	LS	\$ 250,000.00	1	\$ 250,000.00
Foundations, Poles, Mast Arms, Signs, Conduit,				
Junction Boxes, Signal Heads, Controller, Wiring,				
and Pedestrian Push Buttons				
Subtotal Estimated Cost:			\$ 475,030.00	
Non-Quantified Construction Costs:	Percent of Subtotal Costs:			
Stormwater Management	N/A		N/A	
Maintenance and Protection of Traffic	7%		\$ 33,252.10	
Lighting, Traffic Striping, Delineators, & Signs	3%		\$ 14,250.90	
ROW Impacts (1750 SF fee taking, 4 parking spaces)			\$ 75,000.00	
Utility Relocation (Based on anticipated utility impacts and relocations)			\$ 250,000.00	
Total Estimated Cost:			\$ 847,533.00	

USE FOR Franklin-Main: \$ 850,000.00



NOVEMBER 15, 2021
MINUTES
FORTHCOMING

ORDINANCE 2022-01

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 18, ENTITLED “SOLID WASTE AND RECYCLING,” SUBSECTION 18-1-9 “MUNICIPAL GARBAGE DUMPSTERS (STOCKTON STREET PARKING LOT)” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY,”

WHEREAS, the existing regulations of the Borough of Hightstown (the “Borough”) as pertains to Municipal Garbage Dumpsters (Stockton Street Parking Lot) are set forth in Chapter 18, entitled “Solid Waste and Recycling,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey;” and

WHEREAS, the Mayor and Council wish to make certain revisions thereto relating subsection Chapter 18 Subsection 18-1-9.

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

Section 1. Chapter 18, entitled “Solid Waste & Recycling,” Subsection 18-1-9 entitled “Municipal Garbage Dumpsters (Stockton Street Parking Lot)” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby amended and supplemented in the following limited respects (deletions are shown with ~~strikeout~~, additions are shown with underline):

a. Except as provided in Subsection 18-1.9(b) below, business establishments, residents and tenants of rental properties located in Block 23 and Block 33 of the Borough of Hightstown shall be permitted to utilize municipal garbage dumpsters located in the Stockton Street parking lot at no charge. Each such business establishment or household shall be entitled to dispose of the equivalent of one 95-gallon container of solid waste per week.

b. Licensed food establishments located in Block 23 or Block 33 of the Borough of Hightstown shall be permitted to utilize municipal garbage dumpsters located in the Stockton Street parking lot, provided that a written agreement is entered into between the Borough and the licensed retail food establishment, and that the food establishment pays a share of the Borough’s cost for the provision of such service. A schedule of fees shall be established by Resolution of the Borough Council for services provided under this subsection and shall be updated as necessary in order to ensure the fair distribution of costs among the users. Fees not paid within 30 days of assessment by the Borough shall constitute a lien against the property where the licensed retail food establishment is located, and such services shall cease until full restitution has been made. Property owners will be held responsible for any violations of this Section.

c. Materials prohibited by Subsection 18-1.7, “Prohibited Materials,” shall not be disposed of in the municipal garbage dumpsters located in the Stockton Street parking lot.

d. No persons or establishments other than those specified in this subsection shall be entitled to utilize the municipal garbage dumpsters located in the Stockton Street parking lot. The unauthorized use of said dumpsters, or the placement of prohibited materials in same, shall constitute a violation of this section and shall be subject to penalties as set forth in subsection 18-1.21.

e. It shall be the responsibility of the business establishment owner to properly dispose of all solid waste and garbage in the municipal garbage dumpsters. No solid waste or garbage shall be deposited or placed outside of the dumpsters.

f. It shall be the responsibility of the business establishment owner to break down all cardboard boxes and properly dispose of all cardboard in the municipal recycling dumpster. No cardboard shall be deposited or placed outside of the recycling dumpster.

Section 2. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

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

Introduction: February 7, 2022

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

ORDINANCE 2022-02

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 12, ENTITLED “BUILDING AND CONSTRUCTION,” SECTION 12-2 “FEES” AND CHAPTER 28 ENTITLED “ZONING”, SUBSECTION 28-18-2 “ZONING PERMIT REQUIRED; FEE” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY,”

WHEREAS, the Mayor and Council wish to make certain revisions relating to Chapter 12 “Entitled Building and Construction,” Section 12-2 “Fees” and Chapter 28 entitled “Zoning”, Subsection 28-18-2 “Zoning Permit Required; Fee”.

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

Section 1. Chapter 12 “Entitled Building and Construction,” Section 12-2 “Fees” and Chapter 28 entitled “Zoning”, Subsection 28-18-2 “Zoning Permit Required; Fee” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby amended and supplemented in the following limited respects (deletions are shown with ~~strikeout~~, additions are shown with underline):

Section 12-2

FEES

Subsections:

12-2-1	Construction Permit Fees.
12-2-2	Plan Review Fees.
12-2-3	Demolition Fees.
12-2-4	Building Removal; Structural Inspection of Existing Dwelling Fees.
12-2-5	Sign Construction Fees.
12-2-6	Certificates of Occupancy Fees.
12-2-7	Biannual Report to Borough Council Recommending Fee Schedule.
12-2-8	Surcharge.
12-2-9	Report of Fees Collected.
12-2-10	Temporary Waiver of Construction Permit Fees
12-2-11	Application for a Variation

Subsection 12-2-1 Construction Permit Fees.

The fee for a construction permit shall be the sum of the subcode fees listed in paragraphs a. through e. and shall be paid before the permit is issued.

a. Building Subcode Fee. The building subcode fee shall be:

1. For new construction, the permit fees shall be computed at the rate of ~~\$0.034~~ **\$0.040** per cubic foot of volume. However, structures falling into S-1 or S-2 categories shall be charged at the

rate of ~~\$0.020~~ \$0.30 cents per cubic foot; except that the minimum fee in all cases shall be ~~sixty-five~~ seventy-five (~~\$65.00~~ \$75.00) dollars.

2. For alterations, renovations and repairs, the permit fees shall be based upon the estimated cost of the work and shall be in the amount of thirty-~~five~~ five (~~\$30.00~~ \$35.00) dollars per one thousand (\$1,000.00) dollars of estimated cost, up to and including fifty thousand (\$50,000.00) dollars; from fifty thousand one (\$50,001.00) dollars to and including one hundred thousand (\$100,000.00) dollars, the additional fee shall be in the amount of ~~twenty-three~~ twenty-eight (~~\$23.00~~ \$28.00) dollars per one thousand (\$1,000.00) dollars of estimated cost; above one hundred thousand (\$100,000.00) dollars, the additional fee shall be in the amount of ~~nineteen~~ twenty-four (~~\$19.00~~ \$24.00) dollars per one thousand (\$1,000.00) dollars of estimated cost. For the purpose of determining estimated cost, the applicant shall submit to the enforcing agency, if available, cost data produced by the architect or engineer of record or by a recognized estimate firm or by the contractor. A bona fide contractor's bid, if available, shall be submitted. The enforcing agency shall make the final decision regarding estimated cost. There shall be a minimum of ~~sixty-five~~ seventy-five (~~\$65.00~~ \$75.00) dollars for any permit under this subsection.

3. For additions, permit fees shall be computed the same as for new construction, ~~\$0.034~~ \$0.040 per cubic foot of volume, except that the minimum fee shall be ~~sixty-five~~ seventy-five (~~\$65.00~~ \$75.00) dollars. Hightstown Borough Revised General Ordinances

4. For additions and alterations, permit fees shall cost the sum of respective fees for alterations and additions computed separately.

5. The fee for an above-ground swimming pool shall be ~~\$126.00~~ \$100.00. ~~for a pool with a surface area greater than 550 square feet; the fee in all other cases shall be \$65.00.~~ The fee for an in-ground swimming pool shall be ~~\$189.00~~ \$260.00. The fee for an in-ground pool with a surface area greater than 550 square feet; the fee in all other cases shall be \$95.00. \$400.00.

6. Retaining walls:

(a) Group R-5: \$75.00.

(b) All other groups: \$35.00 per \$1,000.

7. Gazebos:

(a) Group R-5: \$75.00

(b) All other groups: \$150.00

8. Asbestos hazard abatement fee.

(a) An administrative fee of \$118.00 for each construction permit issued for an asbestos hazard abatement project.

(b) An administrative fee of \$24.00 for each certificate of occupancy issued following the successful completion of an asbestos hazard abatement project.

9. Lead abatement fee.

(a) The fee for a permit for lead hazard abatement work shall be \$196.00.

(b) The fee for a lead abatement clearance certificate shall be \$39.00.

b. Plumbing Subcode Fees. Fees for the plumbing subcode shall be as follows:

Water closet ~~\$13.00~~ \$25.00

Urinal/bidet ~~\$13.00~~ \$25.00

Lavatory	\$13.00	<u>\$25.00</u>
Shower	\$13.00	<u>\$25.00</u>
Floor drain.....	\$13.00	<u>\$25.00</u>
Sink	\$13.00	<u>\$25.00</u>
Dishwasher.....	\$13.00	<u>\$25.00</u>
Drinking fountain.....	\$13.00	<u>\$25.00</u>
Washing machine.....	\$13.00	<u>\$25.00</u>
Hose bib	\$13.00	<u>\$25.00</u>
Water heater.....	\$13.00	<u>\$25.00</u>
Fuel oil piping.....	\$13.00	<u>\$25.00</u>
Gas piping	\$13.00	<u>\$25.00</u>
Steam boiler	\$82.00	<u>\$85.00</u>
Hot water boiler	\$82.00	<u>\$85.00</u>
Sewer pump	\$82.00	<u>\$100.00</u>
Interceptor/separator	\$82.00	<u>\$85.00</u>
Backflow preventer.....	\$82.00	<u>\$85.00</u>
Sewer connection.....	\$82.00	<u>\$100.00</u>
Water service connection.....	\$82.00	<u>\$100.00</u>
Stacks.....	\$13.00	<u>\$25.00</u>
<u>Air Admittance Valve (AAV).....</u>		<u>\$50.00</u>
Furnace.....	\$60.00	<u>\$85.00</u>
<u>Air conditioning unit.....</u>		<u>\$25.00</u>
<u>Air conditioning coil.....</u>		<u>\$25.00</u>
<u>Split</u>		
<u>system.....</u>		<u>\$25.00</u>

There shall be a minimum fee of ~~fifty-five~~ sixty-five dollars (~~\$55.00~~ \$65.00) for any permit in this subsection.

c. Electrical Subcode Fees. Fees for the electrical subcode shall be as follows:

Lighting fixtures, receptacles, switches, detectors, light poles, motors (fractional, h.p.), emergency and exit lights, communication points, and alarm devices which are less than 20 amps:

First 50 units.....	\$45.00	<u>\$70.00</u>
Each 10 units additional	\$11.00	<u>\$13.00</u>
Pool permit (lights included).....	\$69.00	<u>\$125.00</u>
Storable pool/spa/hot tub.....	\$69.00	<u>\$125.00</u>
Electrical range	\$13.00	<u>\$25.00</u>
Electrical water heater	\$13.00	<u>\$25.00</u>

Electrical dryer	\$13.00	<u>\$25.00</u>
Dishwasher	\$13.00	<u>\$25.00</u>
Air conditioning unit	\$13.00	<u>\$25.00</u>
Space heater.....	\$13.00	<u>\$25.00</u>
Baseboard heater (each)	\$13.00	<u>\$25.00</u>
<u>H.P. motors (1+ HP) Motor or Electrical Device</u>		
1 – 10 HP <u>or 1kw to 10kw</u>	\$13.00	<u>\$25.00</u>
10 – 50 HP <u>or 10kw to 50kw</u>	\$58.00	<u>\$125.00</u>
50 – 100 <u>HP or 50kw to 100kw</u>	\$116.00	<u>\$200.00</u>
100+ HP <u>or 100+kw</u>	\$576.00	<u>\$640.00</u>
KW Transformers/Generators (under 225 amps).....	\$58.00	<u>\$125.00</u>
KW Transformers/Generators (225 - 1000 amps).....	\$116.00	<u>\$200.00</u>
KW Transformers/Generators (over 1000 amps).....	\$576.00	<u>\$640.00</u>
Service entrance (amp service).....	Same as Transformers/Generators	
Smoke and Heat Detectors (one- and two-family dwellings)	\$29.00	<u>\$55.00</u>
KW Electric signs, outline lights.....	\$46.00	<u>\$70.00</u>
Photovoltaic Systems		
1 – 50 kilowatts.....	\$58.00	<u>\$125.00</u>
51-100 kilowatts.....	\$116.00	<u>\$200.00</u>
Greater than 100 kilowatts.....	\$576.00	<u>\$640.00</u>
Minimum permit.....	\$60.00	

There shall be a minimum fee of seventy dollars (\$70.00) for any permit in this subsection.

d. Fire Subcode Fee. The fee for the fire subcode shall be as follows:

1. For plan review to establish fire safety.....	\$50.00
2. For inspection of new homes	\$50.00
3. For inspection of newly installed wood stoves or fireplaces or new or rebuilt chimneys.....	58.00 <u>\$100.00</u>
4. For inspection of smoke detectors:	
<u>Number of Detectors</u>	<u>Fee</u>
(a) 1 to 20.....	75.00 <u>\$100.00</u>
(b) 21 to 100.....	151.00 <u>\$234.00</u>
(c) 101 to 200.....	\$289.00 <u>\$448.00</u>
(d) 201 to 400.....	\$748.00 <u>\$856.00</u>
(e) 401 to 1,000.....	\$1,036.00 <u>\$1605.00</u>

(f) Over 1,000.....~~\$1,323.00~~ \$2048.00

5. ~~For inspection of~~ Flammable combustible storage tanks:

(a) Up to ~~one hundred (100)~~ two hundred seventy-five (275) gallons, not to include drums or gas cans.....~~58.00~~ \$100.00

(b) For each additional five hundred (500) gallons or fraction thereof~~40.00~~ \$50.00

6. For inspection of sprinkler systems:

Number of Heads	Fee
1 to 20	\$ 82.00 <u>\$100.00</u>
21 to 100	151.00 <u>\$234.00</u>
101 to 200	289.00 <u>\$448.00</u>
201 to 400	748.00 <u>\$856.00</u>
401 to 1000	1,036.00 <u>\$1605.00</u>
Over 1000	1,323.00 <u>\$2048.00</u>

7. Independent pre-engineered systems (per systems)

~~For inspecting fire hazards, such as boilers, fire suppression systems, fire hose cabinets, fire alarms and standpipes, per visit.....~~~~\$60.00~~ \$165.00

8. Gas or oil-fired appliance which is not connected to the plumbing system (per appliance)

(a) Use group R-5 \$100.00

(b) All other groups \$165.00

9. Smoke control system or fire alarm control panel replacement

(per system).....~~\$165.00~~

10. Supervisory devices.....\$100.00

11. Signaling devices.....\$165.00

12. Kitchen exhaust system (per system).....\$165.00

13. Engineered suppressions pre-action systems, or

Dry pipe/alarm valves.....\$165.00

14. Standpipe, hydrant or fire pump (each).....\$325.00

15. Underground water service for protection (per service).....\$400.00

e. Mechanical Subcode Fee. The fee for the mechanical subcode shall be as follows:

Furnace.....	\$85.00
Boiler, hot water or steam.....	\$85.00
Water heater.....	\$25.00
Air conditioning unit.....	\$25.00
Air conditioning coil.....	\$25.00
Split system.....	\$25.00
Fuel oil equipment.....	\$85.00
Gas or fuel oil piping.....	\$25.00
Oil tank.....	\$65.00
Temporary LPG tank.....	\$25.00
Fireplace insert.....	\$65.00

There shall be a minimum fee of sixty-five dollars (\$65.00) for any permit in this subsection.

(1991 Code § 81-14; Ord. No. 847 § 1; Ord. so No. 1996-6 § 1; Ord. No. 2000-19; Ord. No. 2001-16; Ord. 2000-19, Amended, 08/24/2000; Ord. No. 2004-31 § 1; Ord. No. 2008-09; Ord. No. 2015-18

Subsection 12-2-2 Plan Review Fees.

The fee for plan review shall be five (5%) percent of the amount charged for the construction permit. The fee for the plan review of a consultative nature where no immediate construction is planned shall be twenty (20%) percent of the estimated cost of the construction work or ~~fifty-five~~ seventy-five (~~\$55.00~~ \$75.00) dollars, whichever is higher. (1991 Code § 81-15; Ord. No. 847 § 1; Ord. No. 1996-6 § 2) (Ord. 2000-19, Amended, 08/24/2000)

Subsection 12-2-3 Demolition Fees.

The fee for a permit for demolition of a building or structure shall be two hundred-~~sixty~~ (~~\$200.00~~ \$260.00) dollars for one (1)-family or two (2)-family residences, ~~sixty-five~~ seventy-five (~~\$65.00~~ \$75.00) dollars for garage or storage sheds, and three hundred (\$300.00) dollars for all other buildings or structures.

The fee for a permit for underground storage tank removal shall be ~~\$75.00~~ \$100.00 for a residential property, \$250.00 for all other uses. (1991 Code § 81-16; Ord. No. 847 § 1; Ord. No. 2015-18) (Ord. 2000-19, Amended, 08/24/2000)

Subsection 12-2-4 Building Removal; Structural Inspection of Existing Dwelling Fees.

a. The fee for a permit for the removal of a building or structure from one (1) lot to another or to a new location on the same lot shall be ten (\$10.00) dollars per one thousand (\$1,000.00) dollars of the sum of the estimated costs for moving, for new foundations and for placement in a complete condition in the new location, except that the minimum fee shall be ~~seventy-five~~ (~~\$50.00~~ \$75.00) dollars.

b. The fee or structural inspection of an existing dwelling shall be ~~fifty~~ seventy-five (~~\$50.00~~ \$75.00) dollars. (1991 Code § 81-17; Ord. No. 847 § 1) (Ord. 2000-19, Amended, 08/24/2000)

Subsection 12-2-5 Sign Construction Fees.

The fee for a permit to construct a sign shall be ~~two~~ four (~~\$2.00~~ \$4.00) dollars per square foot of the surface area of the sign, except that the minimum fee shall be ~~fifty-five~~ seventy-five (~~\$55.00~~ \$75.00) dollars. (1991 Code § 81-18; Ord. No. 847 § 1; Ord. 2000-19, Amended, 08/24/2000; Ord. No. 2004-31, § 2)

Subsection 12-2-6 Certificates of Occupancy Fees.

The following fees shall be charged for certificates of occupancy:

- a. New home: Ten (10%) percent of the construction permit fee, but not less than ~~\$55.00~~ \$65.00
- b. Additions, etc.
~~\$55.00~~ \$65.00
- c. Change of use
100.00
- d. Continued occupancy
~~50.00~~ \$65.00
- e. Temporary occupancy
None

(1991 Code § 81-19; Ord. No. 847 § 1; Ord. 2000-19, Amended, 08/24/2000; Ord. No. 2004-31, § 3)

Subsection 12-2-7 Biannual Report to Borough Council Recommending Fee Schedule.

The Construction Official shall, with the advice of the subcode officials, prepare and submit to the Borough Council biannually a report recommending a fee schedule based on the operating expenses of the agency and any other expenses of the municipality fairly attributable to the enforcement of the State Uniform

Construction Code Act. (1991 Code § 81-21; Ord. No. 847 § 1; Ord. 2000-19, Amended, 08/24/2000)

Subsection 12-2-8 Surcharge.

As required by the Department of Community Affairs, the enforcing agency shall collect, in addition to the fees specified above, a surcharge fee of ~~\$0.0016~~ \$0.00371 per cubic foot of volume of new construction,

and ~~(\$0.80) cents~~ (\$1.90) dollars per one thousand (\$1,000.00) dollars of construction costs of all other permits.

Such surcharge fee shall be remitted to the Bureau of Housing Inspection, Department of Community Affairs,

on a quarterly basis for the fiscal quarters ending March 31, June 30, September 30 and December 31, and not later than one (1) month next succeeding the end of the quarter for which it is due. In the fiscal year in which the regulations first become effective, such fee shall be collected and remitted for the third and fourth quarters only. (1991 Code § 81-22; Ord. No. 847 § 1) (Ord. 2000-19, Amended, 08/24/2000)

Subsection 12-2-9 Report of Fees Collected.

The enforcing agency shall report annually, at the end of each fiscal year, to the Bureau of Housing Inspection, and not later than July 31, the total amount of the surcharge fee collected in the fiscal year. In the fiscal year in which the regulations first become effective, such report shall be for the third and fourth quarters only. (1991 Code § 81-23; Ord. No. 847 § 1) (Ord. 2000-19, Amended, 08/24/2000)

Subsection 12-2-10 Temporary Waiver of Construction Permit Fees

Fees shall be waived for all municipal construction permits issued for alterations on any building in the Borough's designated CC-1 (Central Commercial 1) zone between November 1, 2001 and the date of completion of the downtown revitalization or December 31, 2002, whichever occurs first. New Jersey DCA training fees will not be waived. (New - Ord. No. 2001-21)

Subsection 12-2-11 Application for a Variation

The fee for an application for a variation in accordance with the Uniform Construction Code shall be: ~~one hundred and fifty (\$150.00) dollars. (New - Ord. No. 2008-09)~~

(a) <u>Group R-5</u>	<u>\$150.00</u>
(b) <u>All other Class 3</u>	<u>\$165.00</u>
(c) <u>Class 2</u>	<u>\$165.00</u>
(d) <u>Class 1</u>	<u>\$820.00</u>
(e) <u>Resubmissions, Class 2 and Class 3</u>	<u>\$90.00</u>

Resubmission Class 1

Chapter 28**ZONING****Subsection 28-18-2 Zoning Permit Required; Fee.**

a. No building or structure in any district shall be erected, enlarged or altered, nor may land be used or improved, unless and until a zoning permit has been duly issued by the Zoning Officer. No zoning permit shall be issued by the Zoning Officer except in conformity with the provisions of this chapter, unless he receives a written order from the Board of Adjustment or Planning Board.

b. The fee for issuance of a zoning permit shall be ~~forty-five~~ fifty (~~\$45.00~~ \$50.00) dollars. (1991 Code § 233-42; Ord. No. 2000-29; Ord. No. 2004-31 §

Section 2. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

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

Introduction: February 7, 2022

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

ORDINANCE 2022-03

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 28, ENTITLED “ZONING,” SUBSECTION 28-3-5 “R-1 RESIDENTIAL DISTRICT” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY,”

WHEREAS, the existing regulations of the Borough of Hightstown (the “Borough”) as pertains to Accessory Structures are set forth in Chapter 28 entitled “Zoning,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey;” and

WHEREAS, the Mayor and Council wish to make certain revisions thereto relating Chapter 28 Subsection 28-3-5.

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

Section 1. Chapter 28, entitled “Zoning,” Subsection 28-3-5 entitled “R-1 Residential District” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby amended and supplemented in the following limited respects (deletions are shown with ~~strikeout~~, additions are shown with underline):

Subsection 28-3-5 R-1 Residential District.

a. Permitted Uses. In the R-1 Residential District, the following uses, and no others, shall be permitted:

1. Principal Uses:

(a) Detached single-family dwellings, which may contain a professional office or private school, subject to the regulations of subsection 28-10.3, or a customary home occupation subject to the regulations of subsection 28-10.6.

(b) Public or private schools, subject to the restrictions set forth in subsection 28-10.1.

(c) Places of worship, subject to the restrictions set forth in subsection 28-10.2.

(d) Public facilities.

(e) Public utility offices and facilities.

(f) Hospitals, sanitariums and nursing homes.

(g) Cemeteries, but not including mausoleums or crematoriums, and further limited to the properties used for cemetery purposes at the time of the adoption of Ordinance No. 93-852. It is not the intent of this subparagraph to prohibit additional grave sites on property used for cemetery purposes at the time of the adoption of the aforesaid ordinance.

(h) Agriculture and horticulture, including sale of farm products on properties where produced.

(i) Community residences for the developmentally disabled, community residences for the mentally ill and community residences for persons with head injuries.

(j) Community shelter for victims of domestic violence, as defined in N.J.S. 40:55D-66.2(b), housing up to six (6) persons, exclusive of staff.

(k) Family day care homes, as defined in N.J.S. 40:55D-66.5 as a home occupation, subject to the regulations set forth in subsection 28-10.6.

2. Accessory Uses:

(a) Carports, accessory garages and/or open parking spaces with necessary driveways for vehicles belonging to residents on the premises and their guests.

(b) Noncommercial solariums and home swimming pools, provided that suitable protective fencing at least four (4') feet high shall surround the pool.

(c) Home-based occupations as defined in Section 28-10-6 and professional offices, provided that the professional resides on the premises, and further provided that no more than one nonresident employee shall be permitted. The home-based occupations, professional offices, home study, non-commercial gym room or recreation room may be located in a detached garage. A kitchen, full bath or bedrooms are not allowed in the detached garage.

(d) Signs as provided in subsection 28-3.5b, 12.

(e) Fences and walls.

(f) Subject to lot coverage requirements, no more than two (2) storage sheds are permitted on a lot.

(g) Satellite dishes, subject to the restrictions and requirements set forth in subsection 28-10.18.

(h) Yard structures to include gazebos, pergolas or arbors, subject to the restrictions and requirements set forth in subsection 28-10-20.

(i) Playground equipment, including but not limited to swing sets, non-elevated children's playhouses, etc.; however, no zoning permit shall be required. Tree houses shall not be located within ten (10') feet of any property line.

3. Conditional Uses. Shelters for victims of domestic violence housing more than six (6) but fewer than sixteen (16) persons excluding staff, developed in accordance with the standards and conditions set forth in subsection 28-10.7.

b. Other Restrictions.

1. Lot Area. A lot of not less than fifteen thousand (15,000) square feet shall be required.

2. Lot Width. A lot width of not less than one hundred (100') feet shall be required.

3. Lot Depth. A lot depth of not less than one hundred fifty (150') feet shall be required.

4. Front Yard. No portion of any building shall be located nearer to any street line than thirty-five (35') feet, except that projections such as windowsills, cornices, cantilevered roofs, open one-story porches, balconies, other roof overhangs, canopies, bay windows and others of the same nature may project not more than five (5') feet into a required front yard. Further, no building erected on any lot need be set back farther from the street line than the average alignment of existing buildings within two hundred (200') feet on each side of the lot and within the same block front and district. Regardless of

the alignment of neighboring buildings, however, no building erected between two (2) existing buildings on immediately adjacent lots need be set back farther than that of the two (2) buildings which is farther from the street line. The front yard setback shall be fifty (50') feet for the following uses: Public or private schools, places of worship, public facilities, hospitals, sanitariums and nursing homes.

5. Side Yards; Principal Buildings. There shall be two (2) side yards having an aggregate width of thirty-five (35') feet, each having a width not less than fifteen (15') feet. In the case of a corner lot, the side yard on the street side shall be not less than twenty-five (25') feet.

6. Side Yards; Accessory Buildings. There shall be two (2) side yards having an aggregate width of thirty-five (35') feet, each having a width of not less than three (3') feet.

7. Rear Yard; Principal Buildings. There shall be rear yard not less than forty-five (45') feet deep. In the case of a lot extending through from street to street, the front yard requirements shall be observed on both streets. Projections, such as windowsills, cornices, cantilever roofs, open one-story porches or decks, balconies, other roof overhangs, canopies, bay windows and others of the same nature, may project not more than five (5') feet into a required rear yard.

8. Rear Yard; Accessory Buildings. There shall be a rear yard not less than three (3') feet deep behind accessory buildings. In the case of a lot extending through from street to street, the front yard requirements shall be observed on both streets.

9. Height. The maximum height shall be two and one-half (2 1/2) stories, not to exceed thirty-five (35') feet. For accessory structures, the maximum height shall be sixteen (16') feet. The maximum height of a detached garage shall be twenty four (24') feet. The maximum eave height of the main roof of a detached garage shall be twelve (12') feet.

10. Lot Coverage. Total lot coverage of all buildings shall not exceed twenty (20%) percent of the gross lot area. The total lot coverage of all structures and other lot improvements shall not exceed thirty-five (35%) percent of the gross lot area.

11. Parking. Off-street parking spaces shall be provided as follows:

- (a) Detached single-family dwellings, two (2) spaces.
- (b) Public or private schools, one (1) space for each six (6) seats or area equivalent thereto, plus one (1) space for each full-time employee.
- (c) Places of worship, the same as for schools.
- (d) Public facilities, one (1) space for each four hundred (400) square feet of floor area where the building contains over two thousand (2,000) square feet of floor area.
- (e) Public utility offices and other facilities, the same as for public facilities.
- (f) Hospitals, sanitariums or nursing homes, one (1) space for each four (4) beds, plus one (1) space for each full-time employee or volunteer or equivalent per shift.
- (g) Cemeteries, one (1) space for every fifty (50) filled graves less than twenty (20) years old.
- (h) Agriculture and horticulture, none.
- (i) Other uses when permitted by variance, the number required in the least restricted district where the use is permitted unless otherwise stipulated by the Planning Board.

12. Signs. The following types of signs shall be permitted in the R-1 Residential District:

(a) Nameplates and identification signs: signs indicating the name or address of the occupant or a permitted home occupation or profession bearing only the business name and profession of the user on the site, provided that they shall not exceed two (2) square feet in area. Only one (1) sign shall be permitted per dwelling unit, except in the case of corner lots, where two (2) such signs, one (1) facing each street, shall be permitted.

(b) Sales or rental signs: signs advertising the sale or rental of the premises upon which they are located, provided that they shall not exceed four (4) square feet in area. Not more than one (1) such sign may be placed upon any property unless such property fronts upon more than one (1) street, in which case two (2) signs may be erected, one (1) facing each street. Such signs shall be promptly removed when premises are sold or rented.

(c) Institutional and agricultural signs: signs of schools, colleges, churches, hospitals or other institutions of a similar public or semipublic nature and signs for agricultural or horticultural establishments, provided that the size of any sign shall not exceed twenty (20) square feet in area. Not more than one (1) such sign shall be permitted for an institution unless the property fronts upon more than one (1) street, in which case two (2) such signs may be erected, one (1) facing each street.

(d) Signs accessory to parking areas: signs designating entrances or exits to or from a parking area, provided that the size of any sign shall not exceed four (4) square feet in area, and signs designating the identity and conditions of use of parking areas, provided that the size of any such sign shall not exceed eight (8) square feet in area. Not more than one (1) sign may be placed upon any property unless such property fronts upon more than one (1) street, in which event two (2) such signs may be permitted, one (1) facing each street.

(e) Development signs:

(1) Signs advertising the sale or development of the premises upon which they are located may be erected by a builder, contractor, developer or other person interested in such sale or development, provided that the area of any sign shall not exceed twenty (20) square feet.

(2) Not more than one (1) sign may be placed upon any such property unless such property fronts upon more than one (1) street, in which event one (1) such sign may be erected facing each street.

(3) Such sign shall be removed by the developer within thirty (30) days of the final sale of the property.

(f) Directional signs for developments:

(1) Signs indicating the location and direction of premises available for or in the process of development, but not erected upon such premises, and having inscribed thereon the name of the owner, developer, builder or agent may be erected, provided that the area of any sign shall not exceed four (4) square feet in area nor four (4') feet in length.

(2) No more than one (1) such sign may be erected on each five hundred (500') feet of street frontage.

(3) Such signs shall be removed by the developer within thirty (30) days of the final sale of the property.

(g) Artisans' signs:

(1) Signs of builders, electrical contractors, painters and other artisans may be erected and maintained during the period in which such persons are performing work on the premises, provided that the size of any such sign shall not exceed twelve (12) square feet in area.

(2) Such signs shall be removed promptly upon completion of the work.

(h) Private driveways: signs indicating the private nature of a driveway, provided that the size of any such sign shall not exceed two (2) square feet in area.

13. Sight Triangles. Buildings, signs and other structures shall be located so that an adequate line of vision is provided across sight triangles as required in subsection 28-10.8.

(1991 Code § 233-8, 233-9; Ord. No. 93-852; Ord. No. 1997-33 §§ 2, 3; Ord. No. 2010-08; Ord. No. 2013-13; Ord. No. 2015-28; Ord. No. 2020-01)

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

TO: Peggy Riggio, Borough Clerk
FROM: Jane Davis, Planning Board Secretary
SUBJECT: Proposed Ordinance Comments from Planning Board
DATE: February 16, 2022

At the February 14, 2022, Planning Board meeting, the Board reviewed the proposed changes regarding the following ordinances as amendments to Subsection 28-3-5 of the Borough Code.

- Proposed Revisions to the Ordinance for Home-Based Occupations or Professional Office in a Detached Garage and Raising the Maximum Height of Detached Garages
 - The Planning Board has no comments on the proposed changes at this time.
- Proposed Revision for a Setback for Tree Houses
 - There is a typographical clarification to be made to Subsection 28-3-5:a.2.i. “Tree houses shall not be located within ten (10’) feet of any property line.”
 - The treehouse ordinance may require further review in the future.

Please let me know if you have any questions.

ORDINANCE 2022-04

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 8, ENTITLED “TOWING AND STORAGE,” SECTION 8-7 “RULES AND REGULATIONS” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY,”

WHEREAS, the existing regulations of the Borough of Hightstown (the “Borough”) as pertains to rules and regulations for towing companies are set forth in Chapter 8 entitled “Towing and Storage,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey;” and

WHEREAS, the Mayor and Council wish to make certain revisions thereto relating to Chapter 8 Section 8-7.

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

Section 1. Chapter 8, entitled “Towing and Storage,” Section 8-7 entitled “Rules and Regulations” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby amended and supplemented in the following limited respects (deletions are shown with ~~strikeout~~, additions are shown with underline):

Section 8-7 Rules and Regulations.

a. All towing services placed on the towing list shall be available to respond to a call in accordance with the towing rotation schedule of on-call status established by the Chief of Police.

b. All towing services shall respond to a call in any part of the Borough within twenty (20) minutes. If a towing service does not respond within twenty (20) minutes of a call, the towing service next on the list shall be called and entitled to provide services as needed, and the first towing service shall lose any claim to compensation.

c. All drivers and operators of towing vehicles shall be properly licensed to operate a motor vehicle within the State of New Jersey and are subject to driver’s license checks by the Borough police department at the time of registration and at least on a bi-annual basis thereafter. All towing vehicles shall be properly registered and inspected in accordance with any applicable law.

d. All vehicles must be towed in a safe manner.

e. All towing services shall be capable of providing reasonable roadside services to disabled vehicles such as, but not limited to, jump-starting, changing of flat tires, vehicle lockouts and providing fuel. Such services will only be performed if they can be done so safely, as determined by the police officer on the scene. The fees charged for these services shall be in accordance with this chapter.

f. All towing services shall make available a copy of its basic rates and a business card to all owners and operators of motor vehicles which will be towed.

g. All towing services shall keep accurate records of all motor vehicles towed and stored at the direction of the Borough police department. A copy of such records shall be provided to the Borough upon request.

h. Towing services shall not remove any motor vehicle which has been abandoned or involved in an accident in any public roadway without first notifying the Borough police department.

i. The police department shall not call a towing service to remove a vehicle from private property. The police department shall provide the property owner with all available information regarding the ownership of the motor vehicle on their property, and the property owner will then be responsible for making their own arrangements to remove the vehicle.

j. The towing service shall notify the police department of all vehicles found by the towing service to have been abandoned and not claimed within fourteen (14) days after being stored. The police department shall, upon notification, expeditiously process the vehicle in accordance with the New Jersey Motor Vehicle Code concerning abandoned and unclaimed motor vehicles.

k. An invoice and/or receipt shall be provided to the owner or operator of the towed vehicle indicating the amounts charged and the service provided, a copy of which shall be provided to the Hightstown Police Department and the Borough Administrator.

~~kl.~~ Towing service shall be in compliance with the State Affirmative Action statutes and rules.

~~lm.~~ Towing service must be in compliance with the Americans with Disabilities Act.

~~nn.~~ Towing service shall confirm that it is an independent contractor and does not represent or act for the Borough of Hightstown in any way.

~~no.~~ All towing services authorized by the Borough of Hightstown must perform emergency roadside assistance when so requested by the Hightstown Police Department.

~~op.~~ Nothing in this chapter shall preclude the right of a motorist or vehicle operator to summon a tow operator of his or her own choosing, pursuant to the provisions of Section 8-2.

~~pq.~~ The Borough of Hightstown shall not be liable for the cost of any services performed by the towing service unless those services are performed on borough vehicles.

(Ord. No. 2019-05)

Section 2. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

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

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Resolution 2022-055

*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 \$1,791,243.05 from the following accounts:

Current		\$1,649,763.24	
W/S Operating		140,444.65	
General Capital		936.16	
Water/Sewer Capital		0.00	
Grant		0.00	
Trust		0.00	
Unemployment Trust		0.00	
Animal Control		0.00	
Law Enforcement Trust		0.00	
Tax Lien Trust		0.00	
Public Defender Trust		0.00	
Housing Trust		0.00	
Escrow		<u>99.00</u>	
Total		<u>\$1,791,243.05</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 February 22, 2022.

Margaret Riggio
Borough Clerk

Date: February 22, 2022

To: Mayor and Council

From: Finance Office

Re: Manual Bill List for 2/22/2022

<u>CURRENT ACCOUNT</u>	<u>DATE ISSUED</u>	<u>PO #</u>	<u>CHECK #</u>	<u>Amount</u>
NJ MOTOR VEHICLE COMMISSION	2/10/2022	22-00137	33644	\$ 60.00
COUNTY OF MERCER COUNTY TAX	2/11/2022	22-00094/22-00114	1531	\$ 768,787.04
EAST WINDSOR REGIONAL SCHOOL	2/14/2022	22-00147	1532	\$ 757,347.00
STATE OF N.J.-DEPT OF TREASURY	2/15/2022	22-00144	1533	\$ 41,329.24
BANK OF AMERICA	2/15/2022	22-00148	33645	\$ 2,370.38
TREASURER STATE OF NEW JERSEY DCA ELSA	2/15/2022	22-00089	33647	\$ 258.00
TOTAL				\$ 1,570,151.66
<u>WATER AND SEWER OPERATING</u>				
STATE OF N.J.-DEPT OF TREASURY	2/15/2022	22-00144	1371	\$ 14,830.08
TREASURER STATE OF NEW JERSEY	2/15/2022	22-00045	33646	\$ 7,730.00
NEW JERSEY INFRASTRUCTURE BANK	2/3/2022	22-00177	1372	\$ 76,753.76
TOTAL				\$ 99,313.84
<u>ESCROW</u>				
TOTAL				\$ -
<u>GRANT</u>				
TOTAL				\$ -
<u>TRUST- OTHER</u>				
TOTAL				\$ -
<u>ANIMAL CONTROL TRUST</u>				
TOTAL				\$ -
<u>LAW ENFORCEMENT TRUST</u>				
TOTAL				\$ -
<u>UNEMPLOYMENT TRUST</u>				
TOTAL				\$ -
<u>PUBLIC DEFENDER TRUST</u>				
TOTAL				\$ -
<u>TAX LIEN TRUST</u>				
TOTAL				\$ -
<u>GENERAL CAPITAL</u>				
TOTAL				\$ -
<u>WATER AND SEWER CAPITAL</u>				
TOTAL				\$ -
MANUAL TOTAL				\$ 1,669,465.50

P.O. Type: All		Include Project Line Items: Yes		Open: N	Paid: N	Void: N			
Range: First		to Last		Rcvd: Y	Held: Y	Aprv: N			
Format: Detail without Line Item Notes				Bid: Y	State: Y	Other: Y	Exempt: Y		
Vendor #	Name								
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice
A0050	ABSOLUTE FIRE PROTECTION, INC.								
22-00052	01/27/22	REMOVE & REPLACE BAD AIR EJECT							
1 REMOVE & REPLACE BAD AIR EJECT	652.50	2-01-25-252-002-121	B	Preventive Maintenance	R	01/27/22	02/15/22	0083889-IN	N
2 REMOVE & REPLACE BAD AIR EJECT	30.00	2-01-25-252-002-121	B	Preventive Maintenance	R	01/27/22	02/15/22	0083889-IN	N
3 REMOVE & REPLACE BAD AIR EJECT	315.00	2-01-25-252-002-121	B	Preventive Maintenance	R	01/27/22	02/15/22	0083889-IN	N
4 REMOVE & REPLACE BAD AIR EJECT	105.00	2-01-25-252-002-121	B	Preventive Maintenance	R	01/27/22	02/15/22	0083889-IN	N
	1,102.50								
Vendor Total:		1,102.50							
ACTIV005	ACTIVE911, INC.								
22-00106	02/03/22	TRADITIONAL SUBSCRIPTION							
1 TRADITIONAL SUBSCRIPTION	611.00	2-01-25-252-002-029	B	Computer Software/Mntc/Equip	R	02/03/22	02/15/22	375524	N
Vendor Total:		611.00							
AEDSU005	AEDS.COM								
21-01494	12/02/21	HPD FIRST AID SUPPLIES							
1 HPD FIRST AID SUPPLIES	306.90	1-01-25-240-001-116	B	Traffic Bureau	R	12/02/21	02/15/22	2045552	N
2 HPD FIRST AID SUPPLIES	864.45	1-01-25-240-001-116	B	Traffic Bureau	R	12/02/21	02/15/22	2045552	N
	1,171.35								
Vendor Total:		1,171.35							
A0068	AIRPOWER INTERNATIONAL, INC.								
22-00121	02/08/22	SCBA COMPRESSOR YRLY CONTRACT							
1 SCBA COMPRESSOR YRLY CONTRACT	1,815.00	2-01-25-252-002-123	B	Test Air Packs	R	02/08/22	02/15/22	11419	N
Vendor Total:		1,815.00							

Vendor #	Name
PO #	PO Date Description Contract PO Type
Item Description	Amount Charge Account Acct Type Description Stat/chk First Rcvd Chk/Void Invoice 1099 Exc
A0584	AMERICAN TEST CENTERS
21-01320	10/26/21 OSHA EQUIPMENT TESTING
1	OSHA EQUIPMENT TESTING 1,200.00 1-01-26-290-001-189 B Safety Equipment & Testing R 10/26/21 02/15/22 2220273 N
	Vendor Total: 1,200.00
A0107	ANSELL GRIMM & AARON, PC
22-00142	02/09/22 JANUARY 2022 INVOICES
1	GENERAL FILE 479469 1,600.50 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479469 N
2	GENERAL FILE 479469 6.15 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479469 N
3	ORDINANCES 479465 99.00 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479465 N
4	RESOLUTIONS 479470 181.50 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479470 N
5	ENGINEERING MATTERS 479471 132.00 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479471 N
6	LABOR MATTERS 479472 33.00 2-01-20-155-001-031 B Labor,Personnel & Union Council R 02/09/22 02/15/22 479472 N
7	MEETINGS 479473 742.50 2-01-20-155-001-029 B Attendance at Council Meetings R 02/09/22 02/15/22 479473 N
8	OPRA ISSUES 479475 33.00 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479475 N
9	AFFORDABLE HOUSING 479476 313.50 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479476 N
10	AFFORDABLE HOUSING 479476 27.06 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479476 N
11	JOINT POLICE/MUNICIPAL COURT 33.00 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479477 N
12	BOROUGH OF HIGHTSTOWN 16.50 C-04-55-999-905-100 B RESERVE FOR BUILDING _FEMA R 02/09/22 02/15/22 479478 N
13	BOROUGH OF HIGHTSTOWN 13.61 C-04-55-999-905-100 B RESERVE FOR BUILDING _FEMA R 02/09/22 02/15/22 479478 N
14	SHARED SERVICE AGREEMENT WITH 33.00 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479479 N
15	PUBLIC IMPROVEMENTS PROJECT 511.50 C-04-55-880-001-446 B STOCKTON & JOSEPH SIDEWALK LITIGATION R 02/09/22 02/15/22 479480 N
16	PUBLIC IMPROVEMENTS PROJECT 65.75 C-04-55-880-001-446 B STOCKTON & JOSEPH SIDEWALK LITIGATION R 02/09/22 02/15/22 479480 N
17	BOROUGH OF HIGHTSTOWN VS. 33.00 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479481 N
18	BOROUGH OF HIGHTSTOWN VS. 33.00 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479482 N
19	BOROUGH OF HIGHTSTOWN VS. 33.00 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479483 N
20	BOROUGH OF HIGHTSTOWN VS. 33.00 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479484 N
21	HIGHTS REALTY, LLC <u>82.50</u> 2-01-20-155-001-027 B General Matters R 02/09/22 02/15/22 479485 N
	4,056.07
22-00168	02/15/22 #479474; SERVICES THRU 1/31/22
1	#479474; SERVICES THRU 1/31/22 66.00 2021-02 P Amended Site Plan R 02/15/22 02/16/22 479474 N
	Vendor Total: 4,122.07

Vendor #	Name											
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099		
Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl		
A0054 AQUA PRO-TECH LABORATORIES												
22-00083 01/31/22		OUTSIDE LAB TESTING										
1 OUTSIDE LAB TESTING	2,381.36	2-09-55-501-002-532	B	Outside Lab Testing	R	01/31/22	02/15/22		1120078M	N		
Vendor Total:	2,381.36											
A0080 ASCAP												
22-00079 01/28/22		LICENSE FEE 1/1/22-12/31/22										
1 LICENSE FEE 1/1/22-12/31/22	390.00	2-01-30-420-001-197	B	ASCAP	R	01/28/22	02/15/22		100005809850	N		
Vendor Total:	390.00											
A0025 AT&T MOBILITY												
22-00112 02/04/22		INV 287298218043X01282022										
1 INV 287298218043X01282022	82.89	2-01-25-256-002-094	B	Computer Service,Support & Software	R	02/04/22	02/15/22		X01282022	N		
2 INV 287298218043X01282022	389.03	2-01-31-440-001-079	B	Telephone-VERIZON WIRELESS	R	02/04/22	02/15/22		X01282022	N		
3 INV 287298218043X01282022	208.03	2-01-31-440-001-079	B	Telephone-VERIZON WIRELESS	R	02/04/22	02/15/22		X01282022	N		
4 INV 287298218043X01282022	156.97	2-09-55-501-003-545	B	Telephone-w/S-VERIZON	R	02/04/22	02/15/22		X01282022	N		
5 INV 287298218043X01282022	103.51	2-09-55-501-003-545	B	Telephone-w/S-VERIZON	R	02/04/22	02/15/22		X01282022	N		
	940.43											
Vendor Total:	940.43											
CGPH0005 CGP&H												
22-00141 02/09/22		AFFORDABLE HOUSING ADMIN 43065										
1 AFFORDABLE HOUSING ADMIN 43065	1,008.00	2-01-21-180-001-108	B	COAH Planning	R	02/09/22	02/15/22		43065	N		
22-00174 02/15/22		INV 42796 2021-16 DEC 2021										
1 INV 42796 2021-16 DEC 2021	338.00	1-01-21-180-001-108	B	COAH Planning	R	02/15/22	02/16/22		42796	N		
Vendor Total:	1,346.00											
C0735 CHART POOL USA INC.												
22-00020 01/24/22		CHART POOL PENS-RED										
1 CHART POOL PENS-RED	56.91	2-09-55-501-002-522	B	Printing w/S Bills	R	01/24/22	02/15/22		1263551-01	N		

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Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge	PO Type Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
C0087 CUSTOM BANDAG, INC														
22-00133	02/08/22	MOUNT/DISMOUNT TIRE												
1 INV	80196755				15.00	2-01-26-290-001-034		B Motor Vehicle Parts & Access.	R	02/08/22	02/15/22		80196755	N
Vendor Total:					15.00									
DENNJ005 DENNIS W JONES JR														
22-00165	02/15/22	RES 2022-49 CELL PHONE REIMB												
1 RES	2022-49	CELL PHONE REIMB			150.00	1-09-55-501-003-545		B Telephone-w/S-VERIZON	R	02/15/22	02/17/22		RES 2022-49	N
Vendor Total:					150.00									
DRAEG005 DRAEGER, INC.														
21-01618	12/28/21	ALCOTEST SOLUTION												
1 ALCOTEST SOLUTION					60.00	1-01-25-240-001-116		B Traffic Bureau	R	12/28/21	02/17/22		5951385043	N
Vendor Total:					60.00									
Q0176 EUROFINS QC, LLC														
22-00043	01/27/22	JAN 2022 WATER ANALYSIS												
1 INV	6300019144	WATER ANALYSIS			749.00	2-09-55-501-001-532		B Outside Testing/Labs	R	01/27/22	02/15/22		6300019144	N
2 INV	2030598	- WATER ANALYSIS			230.00	2-09-55-501-001-532		B Outside Testing/Labs	R	01/27/22	02/17/22		2030598	N
					979.00									
22-00117	02/08/22	WATER ANALYSIS												
1 INV	2030974	- WATER ANALYSIS			200.00	2-09-55-501-001-532		B Outside Testing/Labs	R	02/08/22	02/15/22		2030974	N
2 INV	6300019655	WATER ANALYSIS			200.00	2-09-55-501-001-532		B Outside Testing/Labs	R	02/08/22	02/15/22		6300019655	N
					400.00									
Vendor Total:					1,379.00									
E0007 EVIDENT, INC.														
21-01216	10/01/21	HPD DETECTIVE SUPPLIES												
1 HPD DETECTIVE SUPPLIES					42.00	1-01-25-240-001-115		B ID Bureau	R	10/01/21	02/15/22		184237B	N
2 HPD DETECTIVE SUPPLIES					8.10	1-01-25-240-001-115		B ID Bureau	R	10/01/21	02/15/22		184237B	N
3 HPD DETECTIVE SUPPLIES					49.68	1-01-25-240-001-115		B ID Bureau	R	10/01/21	02/15/22		184237A	N
4 HPD DETECTIVE SUPPLIES					33.82	1-01-25-240-001-115		B ID Bureau	R	10/01/21	02/15/22		184237B	N
5 HPD DETECTIVE SUPPLIES					27.90	1-01-25-240-001-115		B ID Bureau	R	10/01/21	02/15/22		184237A	N

Vendor #	Name											
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099		
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl	
E0007	EVIDENT, INC.	Continued										
21-01216	10/01/21 HPD DETECTIVE SUPPLIES	Continued										
8	SHIPPING & HANDLING	79.90	1-01-25-240-001-115	B	ID Bureau	R	10/26/21	02/15/22		184237A		N
		241.40										
	Vendor Total:	241.40										
EXTRA005	EXTRA DUTY SOLUTIONS											
21-01626	12/28/21 SPRINGCREST & GLEN HPD12/20/21											
1	SPRINGCREST & GLEN HPD12/20/21	328.80	C-04-55-890-000-447	B	SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	12/28/21	02/15/22		140194		N
	Vendor Total:	328.80										
FRENC005	French & Parrello Associates											
21-00847	07/23/21 ENGINEERING SVC PEDDIELAKE DAM		B									
3	ENGINEERING SVC PEDDIELAKE DAM	5,660.00	1-01-20-165-001-105	B	Peddie Lake Dam-Inspection	R	07/23/21	02/15/22		129245		N
4	ENGINEERING SVC PEDDIELAKE DAM	1,884.50	1-01-20-165-001-105	B	Peddie Lake Dam-Inspection	R	07/23/21	02/15/22		129652		N
6	ENGINEERING SVC PEDDIELAKE DAM	3,466.50	1-01-20-165-001-105	B	Peddie Lake Dam-Inspection	R	07/23/21	02/15/22		130342		N
		11,011.00										
	Vendor Total:	11,011.00										
G0214	GARDEN STATE HIGHWAY PRODUCTS											
21-01572	12/17/21 SIGNS FOR CLOSED CROSSWALK											
1	SPECIAL SIGN - TYPE 4 REFL. -	36.00	1-01-26-290-001-127	B	Street Repair & Maintenance	R	12/17/21	02/15/22		PS-INV104756		N
2	SPECIAL SIGN - TYPE 4 REFL. -	36.00	1-01-26-290-001-127	B	Street Repair & Maintenance	R	12/17/21	02/15/22		PS-INV104756		N
3	SPECIAL SIGN - TYPE 4 REFL. -	54.00	1-01-26-290-001-127	B	Street Repair & Maintenance	R	12/17/21	02/15/22		PS-INV104756		N
4	SPECIAL SIGN - TYPE 4 REFL. -	54.00	1-01-26-290-001-127	B	Street Repair & Maintenance	R	12/17/21	02/15/22		PS-INV104756		N
5	SPECIAL SIGN - TYPE 4 REFL. -	72.00	1-01-26-290-001-127	B	Street Repair & Maintenance	R	12/17/21	02/15/22		PS-INV104756		N
6	SHIPPING AND HANDLINIG	18.26	1-01-26-290-001-127	B	Street Repair & Maintenance	R	12/17/21	02/15/22		PS-INV104756		N
		270.26										
	Vendor Total:	270.26										
G1077	GEORGE S. COYNE CO., INC.											
22-00002	01/18/22 RES 2020-236 LIME HI-CALC		B									
2	RES 2020-236 LIME HI CALC WTP	1,691.25	2-09-55-501-001-527	B	Calcium Hydroxide - Lime	R	01/18/22	02/15/22		375016		N

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Vendor #	Name										
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099	
Item Description		Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl	
H1100	HOME DEPOT CREDIT SERVICES	Continued									
22-00136	02/08/22 JAN 2022 INVOICES		Continued								
3 INV 3520384 - TOILET SEAT		29.97	2-01-26-310-001-024	B Building Maintenance	R	02/08/22	02/15/22		3520384	N	
4 INV 2625264 - BATTERIES/CHGR		208.00	2-01-25-256-002-199	B MISCELLANEOUS	R	02/08/22	02/15/22		2625264	N	
5 INV 2042844 - MASON LINE/STOP		20.44	2-01-26-310-001-024	B Building Maintenance	R	02/08/22	02/15/22		2042844	N	
		350.59									
	Vendor Total:	581.43									
IACP0005	IACP										
22-00060	01/27/22 ANNUAL MEMBERSHIP DUES 2022										
1 ANNUAL MEMBERSHIP DUES 2022		210.00	2-01-25-240-001-044	B Professional Assoc. Dues	R	01/27/22	02/15/22		02099702	N	
	Vendor Total:	210.00									
J0378	J.W. KENNEDY & SON INC WELDING										
22-00116	02/08/22 CYLINIDER RENTAL										
1 CREDIT 12057 FROM INV 11190		28.00	1-01-26-290-001-050	B DPW Work Equipment	R	02/08/22	02/15/22		12057	N	
2 INV R12649 - RENTAL INVOICE		24.40	1-01-26-290-001-050	B DPW Work Equipment	R	02/08/22	02/15/22		R12649	N	
3 INV R13103 - JAN 2022 RENTAL		24.40	2-01-26-290-001-050	B DPW Work Equipment	R	02/08/22	02/15/22		R13103	N	
		20.80									
	Vendor Total:	20.80									
J0257	JCP&L										
22-00026	01/24/22 ACCT 100 059 701 167										
1 ACCT 100 059 701 167 WYCKOFF'S		86.21	1-09-55-501-001-504	B Electricity	R	01/24/22	02/17/22		95297276862	N	
2 ACCT 100 059 701 167 WYCKOFF'S		50.74	1-09-55-501-001-504	B Electricity	R	02/11/22	02/15/22		95806250443	N	
3 ACCT 100 059 701 167 WYCKOFF'S		29.99	2-09-55-501-001-504	B Electricity	R	02/11/22	02/17/22		95596846139	N	
		166.94									
22-00110	02/04/22 MASTER ACCT 200 000 055 364										
1 100 008 438 010 125S MAIN ST		18.89	2-01-31-430-001-071	B Electric-Borough Hall	R	02/04/22	02/15/22		95009478297	N	
2 100 008 438 283 MAIN &		32.51	2-01-31-430-001-071	B Electric-Borough Hall	R	02/04/22	02/15/22		95009478297	N	
3 100 008 482 018 RT 33 &		30.70	2-01-31-430-001-071	B Electric-Borough Hall	R	02/04/22	02/15/22		95009478297	N	
4 100 010 898 904 FRANKLIN ST &		33.73	2-01-31-430-001-071	B Electric-Borough Hall	R	02/04/22	02/15/22		95009478297	N	

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099	
Item	Description	Amount	Charge	Account	Acct Type	Description	Enc	Date	Date	Date	Invoice	Exc
00257 JCP&L Continued												
22-00110	02/04/22 MASTER ACCT 200 000 055 364	Continued										
5	100 12 529 457 BORO HALL	81.91	2-09-55-501-002-504	B Electricity	R	02/04/22	02/15/22				95009478297	N
		197.74										
22-00139 02/09/22 VARIOUS ACCTS FEB 2022												
1	100 100 104 247 MAIN ST	27.17	2-01-31-430-001-071	B Electric-Borough Hall	R	02/09/22	02/15/22				95556877401	N
2	100 079 096 689 GRANT ST PARK	4.09	2-01-31-430-001-071	B Electric-Borough Hall	R	02/09/22	02/15/22				95556877400	N
3	100 051 508 750 STOCKTON ST.	233.90	2-01-31-430-001-071	B Electric-Borough Hall	R	02/09/22	02/15/22				95556877399	N
4	100 051 508 677 MAIN ST	209.51	2-01-31-430-001-071	B Electric-Borough Hall	R	02/09/22	02/15/22				95556877398	N
5	100 029 000 310 156 BANK ST	537.67	2-01-31-430-001-071	B Electric-Borough Hall	R	02/09/22	02/15/22				95556877397	N
6	100 012 445 936 FIRST AID	401.96	1-01-25-260-001-074	B Electric	R	02/09/22	02/15/22				95726602025	N
7	100 012 445 936 FIRST AID	380.43	2-01-25-260-001-074	B Electric	R	02/10/22	02/15/22				95726602025	N
		1,794.73										
22-00145 02/11/22 ACCT 100 072 968 868												
1	ACCT 100 072 968 868	49.36	2-01-31-430-001-071	B Electric-Borough Hall	R	02/11/22	02/16/22				95247402269	N
22-00146 02/11/22 MASTER ACCT 200 00 055 315												
1	100 008 482 778 MAXWELL AVE	27.57	1-09-55-501-002-504	B Electricity	R	02/11/22	02/15/22				95009484834	N
2	100 009 294 701 WESTERLEA AVE	13.70	1-09-55-501-001-504	B Electricity	R	02/11/22	02/15/22				95009484834	N
3	100 009 296 102 SPRINGCREST DR	21.21	1-09-55-501-001-504	B Electricity	R	02/11/22	02/15/22				95009484834	N
4	100 012 445 746 BANK ST	5,594.59	1-09-55-501-001-504	B Electricity	R	02/11/22	02/15/22				95009484834	N
5	100 012 529 309 OAK LN	8,727.54	1-09-55-501-002-504	B Electricity	R	02/11/22	02/15/22				95009484834	N
		14,384.61										
Vendor Total:		16,593.38										
00258 JCP&L (STREET LIGHTING)												
22-00173	02/15/22 ACCT 240 02/04/22											
1	ACCT 240 02/04/22	90.42	2-09-55-501-001-504	B Electricity	R	02/15/22	02/16/22				95676730261	N
Vendor Total:		90.42										

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099	
		Item	Description	Amount	Charge	Account	Acct Type	Enc Date	Date	Date	Invoice	Excl
J0069	JERSEY ELEVATOR LLC											
22-00130	02/08/22	FEB 2022	ELEVATOR SERVICE									
1	FEB 2022	ELEVATOR SERVICE		190.39	2-01-26-310-001-029	B Maintenance Contracts	R	02/08/22	02/15/22		267008	N
			Vendor Total:	190.39								
K0918	KENNETH A. LEWIS											
22-00132	02/08/22	PURCHASE	REIMBURSEMENT									
1	PURCHASE	REIMBURSEMENT		34.89	2-01-26-310-001-029	B Maintenance Contracts	R	02/08/22	02/15/22		D&G ELECTRICAL	N
			Vendor Total:	34.89								
M0256	MERCER CO IMPROVEMENT AUTH											
22-00134	02/08/22	JAN 2022	TIPPING									
1	JAN 2022	TIPPING		15,468.71	2-01-32-465-001-165	B Landfill Solid Waste Disposal-MCIA	R	02/08/22	02/15/22			N
2	JAN 2022	RECYCLING TAX		403.53	2-01-43-496-001-174	B Recycling Tax	R	02/08/22	02/17/22		JAN 2022	N
				15,872.24								
			Vendor Total:	15,872.24								
N0169	NEW JERSEY WATER ASSOCIATION											
22-00131	02/08/22	2022	SYSTEM MEMBERSHIP									
1	2022	SYSTEM MEMBERSHIP		480.00	2-09-55-501-001-519	B Professional Assoc. Dues	R	02/08/22	02/15/22		9553	N
			Vendor Total:	480.00								
N0170	NORCIA CORP.											
22-00088	01/31/22	SPINNER DISK/ER REPAIR	HARNESS									
2	INV 81376 - ER REPAIR - HARD			135.00	2-01-26-290-001-034	B Motor Vehicle Parts & Access.	R	01/31/22	02/15/22		81376	N
22-00129	02/08/22	HANDHELD CONTROLLER/ELBOW										
1	HANDHELD CONTROLLER/ELBOW			491.18	2-01-26-305-001-034	B Motor Vehicle Parts & Access.	R	02/08/22	02/15/22		81396	N
			Vendor Total:	626.18								

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099
		Item		Description	Amount	Charge Account		Enc Date	Date	Date	Exc
00050	ONE CALL CONCEPT INC										
22-00115	02/08/22	JAN 2022	ONE CALL MESSAGES								
1	JAN 2022	ONE CALL MESSAGES	15.37	2-09-55-501-001-535	B Hydrants and Line Repair	R	02/08/22	02/15/22		2015083	N
Vendor Total:				15.37							
P0005	PARIS AUTOMOTIVE SUPPLY										
22-00135	02/08/22	JAN 2022	INVOICES								
1	JAN 2022	INVOICES	265.75	2-01-26-290-001-034	B Motor Vehicle Parts & Access.	R	02/08/22	02/15/22		JAN 2022	N
Vendor Total:				265.75							
P0088	PARKER MCCAY, P.A.										
22-00029	01/25/22	SERVICES THRU 12/31/21									
1	#3141040;CALL W/	FRED RAFFETTO	33.00	2021-02	P Amended Site Plan	R	01/25/22	02/15/22		3141040	N
2	#3141039;GENERAL	PB SVCS	1,211.83	1-01-21-180-001-107	B Planning Board - Attorney	R	01/25/22	02/15/22		3141039	N
			1,244.83								
22-00170	02/15/22	#3143104; SRVCS THRU 1/31/22									
1	#3143104; SRVCS THRU 1/31/22		2,199.90	2-01-21-180-001-107	B Planning Board - Attorney	R	02/15/22	02/16/22		3143104	N
22-00175	02/15/22	FEDEX 12/31/21 INV 3143105									
1	FEDEX 12/31/21 INV 3143105		7.34	1-01-21-180-001-108	B COAH Planning	R	02/15/22	02/16/22		3143105	N
Vendor Total:				3,452.07							
C0099	PETROCHOICE										
22-00048	01/27/22	DEF - DIESEL EXHAUST FLUID									
1	DEF - DIESEL EXHAUST FLUID		1,240.00	2-01-26-305-001-032	B Clothing & Uniforms	R	01/27/22	02/15/22		50802787	N
Vendor Total:				1,240.00							
P0063	PREMIER MAGNESIA, LLC										
22-00143	02/09/22	MAGNESIUM HYDROXIDE THIOGUARD		B							
2	INV 610518 2/3/22	THIOGUARD	9,138.26	2-09-55-501-002-541	B Magnesium Hydroxide (Flomag H)	R	02/09/22	02/15/22		610518	N
Vendor Total:				9,138.26							

Vendor #	Name											
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099		
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl	
P0032 PWANJ EDUCATION												
22-00041	01/27/22	2022 MEMBERSHIP										
1	2022 MEMBERSHIP - KENNETH	75.00	2-01-26-290-001-044	B	Professional Assoc. Dues	R	01/27/22	02/15/22				N
Vendor Total:		75.00										
REDAR005 RED ARROW TECHNOLOGIES, LLC												
22-00012	01/24/22	DOOR ACCESS SYSTEM										
1	DOOR ACCESS SYSTEM - DPW	6,949.89	1-01-26-310-001-024	B	Building Maintenance	R	01/24/22	02/15/22		9344		N
2	DOOR ACCESS SYSTEM - WTP	6,949.89	1-09-55-501-001-503	B	Water Plant Maintenance	R	01/24/22	02/15/22		9344		N
3	ELECTRICAL STRIKES	700.00	1-01-26-310-001-024	B	Building Maintenance	R	01/28/22	02/15/22		9344		N
4	CABLE RUN	350.00	1-01-26-310-001-024	B	Building Maintenance	R	01/28/22	02/15/22		9344		N
5	PROXIMITY KEYPAD	319.99	1-01-26-310-001-024	B	Building Maintenance	R	01/28/22	02/15/22		9344		N
		15,269.77										
22-00113	02/04/22	RACKMOUNT BATTERY BACKUP										
1	RACKMOUNT BATTERY BACKUP	699.99	2-01-20-140-001-060	B	Internet Services and Web Services	R	02/04/22	02/15/22		9159-REVISED		N
Vendor Total:		15,969.76										
R0119 RWJUHH OCCUPATIONAL AND												
22-00100	02/03/22	NEW HIRE PHYSICAL										
1	NEW HIRE PHYSICAL	272.00	2-01-25-240-001-093	B	Medical Exams/Hepatitis B Shot	R	02/03/22	02/16/22		00028031-00		N
Vendor Total:		272.00										
M0254 SF MOBILE-VISION, INC												
21-01525	12/08/21	RIMAGE 6000N EVEREST PRINTER										
1	RIMAGE 6000N EVEREST PRINTER	11,212.50	1-01-25-240-001-116	B	Traffic Bureau	R	12/08/21	02/16/22		45121		N
2	RIMAGE 6000N EVEREST PRINTER	225.00	1-01-25-240-001-116	B	Traffic Bureau	R	12/08/21	02/16/22		45121		N
3	RIMAGE 6000N EVEREST PRINTER	1,050.00	1-01-25-240-001-116	B	Traffic Bureau	R	12/08/21	02/16/22		45223		N
		12,487.50										
Vendor Total:		12,487.50										
SHERW010 SHERWIN WILLIAMS PAINT												
22-00024	01/24/22	5 GALLON MINERAL SPIRITS										
1	5 GALLON MINERAL SPIRITS	331.35	2-09-55-501-002-535	B	Chemicals Miscellaneous	R	01/24/22	02/16/22		0934-1		N

Vendor #	Name										
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099	
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
SHERW010 SHERWIN WILLIAMS PAINT Continued											
22-00024	01/24/22	5 GALLON MINERAL SPIRITS	Continued								
2	110Z MAXFLEX WHITE SLNT	2.58	1-09-55-501-002-503		B Sewer Plant Maintenance	R	01/24/22	02/16/22		3094-3	N
3	110Z MAXFLEX WHITE SLNT	2.58	1-09-55-501-002-503		B Sewer Plant Maintenance	R	01/24/22	02/16/22		3095-0	N
4	5 GAL MINERAL SPIRITS DISC 30%	99.41	2-09-55-501-002-535		B Chemicals Miscellaneous	R	01/31/22	02/16/22		0934-1	N
		231.94									
	Vendor Total:	231.94									
S1096 STAPLES BUSINESS ADVANTAGE											
22-00056	01/27/22	HPD OFFICE SUPPLIES									
1	HPD OFFICE SUPPLIES	84.23	2-01-25-240-001-036		B Office Supplies & Equipment	R	01/27/22	02/16/22		3498643707	N
2	HPD OFFICE SUPPLIES	6.36	2-01-25-240-001-036		B Office Supplies & Equipment	R	01/27/22	02/16/22		3498643707	N
3	HPD OFFICE SUPPLIES	9.02	2-01-25-240-001-036		B Office Supplies & Equipment	R	01/27/22	02/16/22		3498643707	N
		99.61									
	Vendor Total:	99.61									
S0375 STEVENSON SUPPLY CO.											
22-00061	01/27/22	3/4" UNIONS									
1	INV 641740 - 3/4" UNIONS	26.04	2-09-55-501-001-503		B Water Plant Maintenance	R	01/27/22	02/16/22		641740	N
	Vendor Total:	26.04									
S0113 STRYKER											
21-01107	09/16/21	PROCARE POWER MAINTENANCE									
1	PROCARE POWER MAINTENANCE	1,054.40	1-01-25-260-001-080		B Medical Equipment	R	09/16/21	02/16/22		3513560M	N
	Vendor Total:	1,054.40									
BLOCK005 TELESYSTEM											
22-00111	02/04/22	INV 6766527 JANUARY OF 2022									
1	INV 6766527 JANUARY OF 2022	1,237.33	2-01-31-440-001-085		B Telephone-Block Line Systems, LLC LSI	R	02/04/22	02/16/22		676527	N
	Vendor Total:	1,237.33									

[illegible]

Vendor # Name		PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void	1099	
		Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Invoice	Exc
ZOLLD005 ZOLL DATA SYSTEMS, INC												
22-00102	02/03/22	EMS CHARTS	INV00104612	JAN 22								
1	EMS CHARTS	GROUND BASE	132.00	2-01-25-260-001-054	B Computer	Exp/Equipmt Repairs	R	02/03/22	02/16/22		INV 00104612	N
2	EMS CHARTS	CAD IMPORT	20.00	2-01-25-260-001-054	B Computer	Exp/Equipmt Repairs	R	02/03/22	02/16/22		INV 00104612	N
3	EMS CHARTS	TABLET 1/1-1/31/22	53.00	2-01-25-260-001-054	B Computer	Exp/Equipmt Repairs	R	02/03/22	02/16/22		INV 00104612	N
			205.00									
22-00122	02/08/22	EMS CHARTS	INV 00106965	FEB 22								
1	EMS CHARTS	INV 00106965 FEB 22	132.00	2-01-25-260-001-054	B Computer	Exp/Equipmt Repairs	R	02/08/22	02/16/22		INV00106965	N
2	EMS CHARTS	INV 00106965 FEB 22	20.00	2-01-25-260-001-054	B Computer	Exp/Equipmt Repairs	R	02/08/22	02/16/22		INV00106965	N
3	EMS CHARTS	INV 00106965 FEB 22	53.00	2-01-25-260-001-054	B Computer	Exp/Equipmt Repairs	R	02/08/22	02/16/22		INV00106965	N
			205.00									
Vendor Total:				410.00								

Total Purchase Orders: 73 Total P.O. Line Items: 166 Total List Amount: 121,777.55 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	37,771.32	0.00	37,771.32	0.00	0.00	0.00	37,771.32
	1-09	23,338.43	0.00	23,338.43	0.00	0.00	0.00	23,338.43
Year Total:		61,109.75	0.00	61,109.75	0.00	0.00	0.00	61,109.75
CURRENT FUND	2-01	41,840.26	0.00	41,840.26	0.00	0.00	0.00	41,840.26
	2-09	17,792.38	0.00	17,792.38	0.00	0.00	0.00	17,792.38
	2-21	0.00	0.00	0.00	0.00	0.00	99.00	99.00
Year Total:		59,632.64	0.00	59,632.64	0.00	0.00	99.00	59,731.64
GENERAL CAPITAL	C-04	936.16	0.00	936.16	0.00	0.00	0.00	936.16
Total of All Funds:		121,678.55	0.00	121,678.55	0.00	0.00	99.00	121,777.55

Project Description	Project No.	Rcvd Total	Held Total	Project Total
Amended Site Plan	2021-02	99.00	0.00	99.00
Total of All Projects:		<u>99.00</u>	<u>0.00</u>	<u>99.00</u>

Resolution 2022-056

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

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT EXCEEDING \$1,435,000 BONDS OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY, AND PROVIDING FOR THEIR SALE TO THE NEW JERSEY INFRASTRUCTURE BANK AND THE STATE OF NEW JERSEY AND FURTHER AUTHORIZING THE EXECUTION OF VARIOUS AGREEMENTS, ALL PURSUANT TO THE NEW JERSEY WATER BANK

WHEREAS, the Borough of Hightstown, in the County of Mercer, New Jersey (the "Local Unit"), has determined that there exists a need within the Local Unit to acquire, construct, renovate or install a project consisting of various improvements, including the replacing and relining of the water mains and improvements to the water-sewer system, including all work and materials necessary therefor and incidental thereto (the "Project") as defined in each of that certain Loan Agreement (the "I-Bank Loan Agreement") to be entered into by and between the Local Unit and the New Jersey Infrastructure Bank (the "I-Bank") and that certain Loan Agreement (the "Fund Loan Agreement," and together with the I-Bank Loan Agreement, the "Loan Agreements") to be entered into by and between the Local Unit and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), all pursuant to the New Jersey Water Bank financing program (the "Program");

WHEREAS, the Local Unit has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of a loan to be made by each of the I-Bank (the "I-Bank Loan") and the State (the "Fund Loan," and together with the I-Bank Loan, the "Loans") pursuant to the I-Bank Loan Agreement and the Fund Loan Agreement, respectively;

WHEREAS, to evidence the Loans, each of the I-Bank and the State require the Local Unit to authorize, execute, attest and deliver the Local Unit's Bonds to the I-Bank (the "I-Bank Loan Bond") and Bonds to the State (the "Fund Loan Bond," and together with the I-Bank Loan Bond, the "Local Unit Bonds"), said Local Unit Bonds to be issued in an aggregate principal amount not to exceed \$1,435,000 pursuant to the terms of the Local Bond Law of the State, constituting Chapter 2 of Title 40A of the Revised Statutes of the State (the "Local Bond Law"), other applicable law and the Loan Agreements;

WHEREAS, N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law allows for the sale of the I-Bank Loan Bond and the Fund Loan Bond to the I-Bank and the State, respectively, without any public offering, and N.J.S.A. 58:11B-9(a) allows for the sale of the I-Bank Loan Bond to the I-Bank without any public offering, all under the terms and conditions set forth herein;

WHEREAS, the I-Bank and the State have expressed their desire to close in escrow the making of the Loans, the issuance of the Local Unit Bonds and the execution and delivery of the Loan Agreements, all pursuant to the terms of an Escrow Agreement (the "Escrow Agreement") to be entered into by and among the I-Bank, the State, the Local Unit and the escrow agent named therein.

NOW, THEREFORE, BE IT RESOLVED by a 2/3 vote of the full membership of the governing body of the Local Unit as follows:

Section 1. The I-Bank Loan Agreement, the Fund Loan Agreement and the Escrow Agreement (collectively, the "Financing Documents") are hereby authorized to be executed and delivered on behalf of the Local Unit by either the Borough President or the Chief Financial Officer in substantially the forms on file with the Clerk, with such changes as the Borough President or the Chief Financial Officer (each an "Authorized Officer"), in their respective sole discretion, after consultation with counsel and any advisors to

the Local Unit (collectively, the "Local Unit Consultants") and after further consultation with the I-Bank, the State and their representatives, agents, counsel and advisors (collectively, the "Program Consultants," and together with the Local Unit Consultants, the "Consultants"), shall determine, such determination to be conclusively evidenced by the execution of such Financing Documents by an Authorized Officer as determined hereunder. The Local Unit Clerk is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Local Unit as determined hereunder and to affix the corporate seal of the Local Unit to such Financing Documents.

Section 2. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Local Unit Clerk, as applicable, in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Financing Documents and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof.

Section 3. In accordance with N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law and N.J.S.A. 58:11B-9(a), the Local Unit hereby sells and awards its I-Bank Loan Bond to the I-Bank and its Fund Loan Bond to the State, in a total aggregate principal amount not to exceed \$1,435,000, all in accordance with the provisions hereof. The Local Unit Bonds have been referred to and are described in bond ordinance #2017-10 of the Local Unit, finally adopted on August 21, 2017, entitled "Bond Ordinance Providing for Various Improvements to the Water-Sewer Utility in and by the Borough of Hightstown, in the County of Mercer, New Jersey, Appropriating \$1,270,000 Therefor and Authorizing the Issuance of \$1,270,000 Bonds or Notes of the Borough to Finance the Cost Thereof", as supplemented by bond ordinance #2019-09 of the Local Unit, finally adopted June 17, 2019, entitled "Bond Ordinance Providing a Supplemental Appropriation of \$165,000 for Various Improvements to the Water-Sewer Utility in and by the Borough of Hightstown, in the County of Mercer, New Jersey, and Authorizing the Issuance of \$165,000 Bonds or Notes of the Borough to Finance Part of the Cost Thereof. The aforementioned bond ordinances were finally adopted by the Local Unit at meetings duly called as set forth above, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 4. The Chief Financial Officer of the Local Unit is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions established by the I-Bank and the State under the Loan Agreements and the terms and conditions hereof, the following items with respect to the I-Bank Loan Bond and the Fund Loan Bond:

- (a) The aggregate principal amounts of the I-Bank Loan Bond and the Fund Loan Bond to be issued;
- (b) The maturity and annual principal installments of the Local Unit Bonds, which maturity shall not exceed 40 years;
- (c) The date of the Local Unit Bonds;
- (d) The interest rates of the Local Unit Bonds;
- (e) The purchase price for the Local Unit Bonds; and
- (f) The terms and conditions under which the Local Unit Bonds shall be subject to redemption prior to their stated maturities.

Section 5. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Local Unit Bonds by the

parties authorized under Section 4 hereof.

Section 6. The Local Unit hereby determines that certain terms of the Local Unit Bonds shall be as follows:

- (a) The I-Bank Loan Bond shall be issued in a single denomination and shall be numbered R-1. The Fund Loan Bond shall be issued in a single denomination and shall be numbered R-2;
- (b) The Local Unit Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to both principal and interest in lawful money of the United States of America; and
- (c) The Local Unit Bonds shall be executed by the manual or facsimile signatures of the Borough President and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 7. The I-Bank Loan Bond and the Fund Loan Bond shall be substantially in the form set forth in the I-Bank Loan Agreement and the Fund Loan Agreement, respectively.

Section 8. The law firm of McManimon, Scotland & Baumann, LLC is hereby authorized to arrange for the printing of the Local Unit Bonds, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank and the State for the Program, to arrange for same. The Local Unit auditor is hereby authorized to prepare the financial information necessary in connection with the issuance of the Local Unit Bonds. The Borough President, the Chief Financial Officer and the Local Unit Clerk are hereby authorized to execute any certificates necessary or desirable in connection with the financial and other information.

Section 9. The terms of the Local Unit Bonds authorized to be set forth by the Chief Financial Officer in accordance with Section 2 hereof shall be ratified by the affirmative vote of 2/3 of the full membership of the governing body of the Local Unit.

Section 10. The Borough President and the Chief Financial Officer are hereby severally authorized to execute any certificates or documents necessary or desirable in connection with the sale of the Local Unit Bonds, and are further authorized to deliver same to the I-Bank and the State upon delivery of the Local Unit Bonds and the receipt of payment therefor in accordance with the Loan Agreements.

Section 11. This resolution shall take effect immediately.

Section 12. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to McManimon, Scotland & Baumann, LLC, bond counsel to the Local Unit, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on February 22, 2022

Margaret Riggio
Borough Clerk

Resolution 2022-057

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

RESOLUTION REQUESTING THE STATE OF NEW JERSEY TO PURSUE REGIONAL SOLUTIONS TO FLOODING WITHIN THE MILLSTONE RIVER BASIN

WHEREAS, there has been an increase in storm severity in the region, beginning with Tropical Storm Irene in 2011 followed by Hurricane Sandy in 2012, and more recently with Tropical Storm Isaias in 2020 and Tropical Storm Ida in 2021, with additional increases expected due to climate change factors for the foreseeable future; and

WHEREAS, storms such as these and the resulting flooding have produced not only economic damage and devastating hardship for those directly impacted but have also caused shutdowns of transportation, schools and businesses throughout the region; and

WHEREAS, the resulting flooding also creates public health and safety issues that severely stretch our First Responders and have resulted in injury and death in the region, far outweighing the direct economic impacts; and

WHEREAS, the negative impacts of flooding in Hightstown Borough are greatly and directly experienced with flooding in the Millstone River Basin; and

WHEREAS, the Millstone River Basin comprises 238 square miles within the counties of Mercer, Middlesex, Monmouth, Hunterdon, and Somerset, making this flooding a multi-county regional problem that cannot be alleviated by independent action of any one municipality; and

WHEREAS, the USDA Natural Resources Conservation Service (NRCS) in 2004 and the Army Corps of Engineers in 2016 each studied limited areas within the Millstone River Basin and identified major infrastructure projects that could reduce flood damage and loss to the populations of the studied areas, including floodwalls, channel modifications, raising of roads and bridge decks, and other methods requiring significant capital outlay, environmental permitting and a coordinated regional effort; and

WHEREAS, the Federal government has current and potential programs to provide grant funding for infrastructure projects that could help undertake one or more regional solutions to this flooding problem; and

WHEREAS, the Governor, per Executive Order No. 89, acknowledges:

-the importance of communities and government entities integrating climate change considerations into planning and decision making, and becoming more resilient to the effects of climate change; and

-that each dollar spent on mitigation of hazards results in a six-fold decrease in spending on post-disaster recovery; and

-that it is the policy of the State that Executive Branch departments and agencies to take proactive and coordinated efforts, where appropriate, to protect public health and safety and to promote and protect the physical, economic, and social vitality and resilience of New Jersey's communities from the current and anticipated impacts of climate change.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Hightstown do hereby request the State of New Jersey to undertake one or more regional projects to address and mitigate the current negative effects of flooding in the Millstone River Basin within Hightstown Borough and the other affected municipalities.

BE IT FURTHER RESOLVED, that the Borough Clerk is directed that copies of this Resolution be sent to: The Governor of New Jersey, Assembly Speaker, Senate President, State legislators in the affected districts, and the County Executive and County Commissioners in the affected counties.

BE IT FURTHER RESOLVED, that the Township Clerk is directed that copies of this Resolution be sent to the Governing bodies of the following municipalities within the Millstone River Basin with an accompanying letter asking them to take similar actions encouraging involvement and funding at the State and Federal level: Cranbury Township, East Windsor Township, Franklin Township, Hightstown Borough, Manville Boro, Millstone Boro, Montgomery Township, Plainsboro Township, Princeton, Rocky Hill Borough, and South Brunswick Township.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on February 22, 2022

Margaret Riggio
Borough Clerk

Resolution 2022-058

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

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
RELATING TO THE MAINTENANCE OF AN EXISTING FENCE ACROSS A BOROUGH-HELD
SANITARY SEWER EASEMENT LOCATED ON AND ACROSS THE PROPERTY LOCATED AT 554
NORTH MAIN STREET (BLOCK 3.01, LOT 53.01)**

WHEREAS, the owner (Nana Aba Akyere) of the property located at 554 North Main Street in the Borough of Hightstown (the “property”), more commonly known and designated as Block 3.01, Lot 53.01 on the official Borough Tax Map, has requested the Borough’s permission to maintain an existing six foot (6’) high vinyl privacy fence along part of the side yard of the property, per the plans submitted to the Borough’s Zoning Officer, which fence encroaches, in part, upon an existing ten foot (10’) wide sanitary sewer easement (the “easement”) that is held by the Borough; and

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

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

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

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

1. That the Borough hereby provides its consent to the property owner to maintain an existing six foot (6’) high vinyl privacy fence along part of the side yard of the property, per the plans submitted to the Borough’s Zoning Officer, which fence encroaches, in part, upon an existing ten foot (10’) wide sanitary sewer easement that is held by the Borough, subject to the terms and conditions set forth in the attached Agreement.
2. That the Mayor or Borough Administrator is hereby authorized to execute, and the Municipal Clerk to attest, the attached Agreement on behalf of the Borough, or one which is substantially similar thereto and is in a form that is satisfactory to the Borough Attorney, relating to the above issues.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Dimitri Musing, Borough Administrator;
 - b. George Chin, Zoning Official & Construction Official; and
 - c. Frederick C. Raffetto, Esq., Borough Attorney.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on February 22, 2022.

Margaret Riggio
Borough Clerk

**AGREEMENT RELATING TO THE MAINTENANCE OF A FENCE ACROSS A
BOROUGH-HELD SANITARY SEWER EASEMENT LOCATED ON AND ACROSS
THE PROPERTY LOCATED AT 554 NORTH MAIN STREET
(BLOCK 3.01, LOT 53.01)**

THIS AGREEMENT made this _____ day of _____, 2022, by and between:

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

NANA ABA AKYERE (hereinafter the “Owner”), whose address is 554 North Main Street, Hightstown, New Jersey 08520.

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

WITNESSETH:

WHEREAS, the Owner is the record owner of the property located at 554 North Main Street in the Borough of Hightstown (the “property”), more commonly known and designated as Block 3.01, Lot 53.01 on the official Borough Tax Map; and

WHEREAS, the Owner has requested the Borough’s permission to maintain an existing six foot (6’) high privacy fence (the “fence”) along part of the side yard of the property, per the plans submitted to the Borough’s Zoning Officer, which fence encroaches, in part, upon an existing ten foot (10’) wide sanitary sewer easement (the “easement”) that is held by the Borough; and

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

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

1. The Borough hereby agrees to allow the Owner to maintain the above-referenced existing fence along part of the side yard of the property, per the plans submitted to the Borough’s Zoning Officer, which fence was erected in part within, and encroaches upon, the easement that is held by the Borough, subject to the terms and conditions set forth herein.
2. The fence shall be maintained in all respects in compliance with all applicable fence and/or other requirements of the Borough.

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

property that are in any way related to the fence constructed in the easement at the property.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of _____, 2022.

ATTEST:

BOROUGH OF HIGHTSTOWN

DIMITRI MUSING

Borough Administrator

WITNESS:

_____(Print Name)

NANA ABA AKYERE

Resolution 2022-059

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

AUTHORIZING A TRANSFER OF FUNDS IN THE 2021 BUDGET

Whereas, N.J.S.A. 40A:4-59 provides that the governing body may authorize a transfer of funds in the budget during the first three months of the following year.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the following transfers in the 2021 budget are hereby authorized:

<u>Current:</u>	<u>From</u>	<u>To</u>
Uniform Fire Safety Act		
Other Expenses	\$ 200.00	\$ -
Fire Department		
Other Expenses		200.00
Planning & Zoning		
Other Expenses		
TOTALS	\$ 200.00	\$ 200.00

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on February 22, 2022

Margaret Riggio
Borough Clerk

Borough of Hightstown
 Budget Transfers 2/22/22 meeting
 2021 Appropriation Reserves

	<u>From</u>	<u>To</u>
Uniform Fire Safety Act		
Salaries and Wages	200.00	Expenses less than projected
Fire Department		
Other Expenses		<u>200.00</u> Projected Expenses
	200.00	200.00

Resolution 2022-060

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS PRIOR TO ADOPTION OF THE 2022 BUDGET

WHEREAS, an emergent condition has arisen with respect to inadequate appropriation balances remaining in some line items of the 2022 temporary budget; and

WHEREAS, N.J.S.A. 40A:4-20 provides for the creation of emergency appropriations for the purposes above mentioned; and

WHEREAS, it is the desire of the Mayor and Council to create emergency temporary appropriations as set forth on Schedule "A," attached; and

WHEREAS, the total emergency temporary appropriations in resolutions adopted in the year 2022 pursuant to the provisions of N.J.S.A. 40A:4-20 (Chapter 96, P.L. 1951, as amended), including this resolution, total:

	<i>THIS RESOLUTION</i>	<i>PREVIOUS TOTAL</i>	<i>CUMULATIVE TOTAL</i>
Current	2,500.00	0.00	2,500.00
Capital Outlay – Current	0.00	0.00	0.00
Debt Service - Current	0.00	0.00	0.00
Water/Sewer	0.00	0.00	0.00
Capital Outlay – W/S	0.00	0.00	0.00
Debt Service - W/S	0.00	0.00	0.00
TOTAL	0.00	0.00	2,500.00

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Hightstown (not less than two-thirds of all the members of thereof affirmatively concurring) that, in accordance with N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation is hereby made for each item listed on the schedules that are attached hereto and made a part hereof;
2. Each emergency appropriation listed will be provided for in the 2022 budget under the same title as written herein;
3. One certified copy of this resolution will be filed with the Director of Local Government Services, and a copy provided to the Chief Finance Officer.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on February 22, 2022.

Margaret Riggio
Borough Clerk

SCHEDULE "A"

Borough of Hightstown
Emergency Temporary No. 1
2/22/2022

Current Fund

First Aid Organization	Other Expenses	2,500.00
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Total Current Fund	<u>2,500.00</u>
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Water-Sewer Operating Fund

Total Water Sewer Operating	<u>-</u>
-----------------------------	----------

Total	<u><u>2,500.00</u></u>
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Resolution 2022-61

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

AMENING RESOLUTION 2022-06 - RESOLUTION MAKING AND CONFIRMING BOROUGH OFFICIALS APPOINTMENTS FOR 2022

WHEREAS, on January 3, 2022, Borough Council adopted Resolution 2022-06 making and confirming Borough official appointments for the year 2022; and

WHEREAS, the position of Tax Collector was inadvertently left off the list of officials appointed; and

WHEREAS, Resolution 2022-06 is amended to include the following:

	<u>Tax Collector</u>	
Pamela Lewis	4 yrs.	December 31, 2025

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of Hightstown Borough that Resolution 2022-06 Making and Confirming Borough Officials Appointments is hereby amended to read as noted 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 February 22, 2022.

Margaret Riggio
Borough Clerk

Resolution 2022-062

*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 February 22, 2022, via www.zoom.com, that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

Attorney Client Privilege

Personnel – AWWTP Investigation

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 May 22, 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 February 22, 2022.

Margaret Riggio
Borough Clerk

Date: February 15, 2022

To: Hightstown Borough Council

From: Scott T. Miccio, Esq. on behalf of the Hightstown Borough Planning Board

CC: Hightstown Borough Planning Board
Brian Slaugh, PP, AICP, Borough Planner
Jane Davis, Planning Board Administrator
Peggy Riggio, Borough Clerk

Subject: Cannabis Planning Board Review

Background

At the December 6, 2021 Borough Council meeting, Council discussed cannabis licensing. Based in part on a survey of Borough residents, the Borough's cannabis subcommittee recommended permitting one or two Class 5 cannabis retail businesses in the borough. Via a December 10, 2021 memo, Borough Council solicited feedback from the Planning Board, requesting that the Board provide comment on permitting cannabis retailers in the Borough.

The Planning Board established its own cannabis subcommittee, which met several times. At the January 10, 2022 Planning Board meeting, the subcommittee presented its findings and recommendations to the full board. The board's discussion focused on the planning and land use aspects of permitting cannabis retailers in the Borough. I was tasked with creating an outline of the Planning Board's proposed considerations and recommendations, which appears below.

Location

- The State's cannabis statute and regulations give the Borough the power to control where cannabis businesses may be located.
- The Board considered the zones within the Borough that would be ideal for a cannabis retailer. It did not determine a precise location, but rather offers a few different areas in the municipality that may be ideal for cannabis retailers.
- Generally speaking, residential zones should be avoided.
- The Borough's commercial zones should be considered. Council may consider permitting cannabis retail in the Downtown Core and Downtown Gateway zones, to the extent possible, given their proximity to residential zones. One of the main themes of the

Borough's 2014 Master Plan Reexamination Report is to make the downtown area a "destination spot." Adding a cannabis retailer to the downtown area will bring in patrons that may not otherwise visit Hightstown. The Board notes that most of the Borough's surrounding municipalities do not permit cannabis retail – in this sense, the Borough may become a destination location for those seeking to purchase cannabis.

- Additionally, Council may consider locating cannabis businesses in zones closer to the edge of the Borough, such as the Highway Commercial zone, if Council would like cannabis businesses to be more discrete, or is concerned about the volume of traffic and parking that locating a business downtown would generate.
- The Board considered whether cannabis retail businesses should be forbidden from locating within a certain distance from schools, parks and places of worship. Given the condensed nature of the Borough, such limitations may be too prohibitive, but the Board welcomes input from the Borough Planner on the effect that such limitations may have.
- The Board notes that the Borough is not tied to the existing zoning – it may create an overlay zone where cannabis retail is permitted (i.e. a zone that includes parts of the Downtown Gateway, Downtown Commercial and Highway Commercial Zones).

Hours of Operation

- The Board believes that the Borough should apply the same hours of operation that it applies to liquor stores that sell package goods, as these businesses are similarly situated. Pursuant to Borough Code Section 6-4.3, the sale of alcoholic packaged goods is permitted between 9 a.m. and 10 p.m. every day of the week.

Consumption Areas

- The cannabis statute permits cannabis "consumption areas," but the municipality must specifically permit consumption areas by ordinance. Consumption areas must be attached to a cannabis retailer. N.J.S.A. 24:6I-21.
- The Board recognizes that whether to authorize consumption areas is a decision for the governing body to make, however, it notes that Council should account for parking while making this decision – most retail transactions will be quick "in-and-out" experiences, but permitting consumption areas would mean that cannabis consumers are parking and staying at the cannabis retailer for a longer period of time.

Parking

- The Board does not know exactly how many parking spots (on-site and off-site) would be required for a cannabis retailer, however, it recommends that the Borough require a cannabis retail applicant to demonstrate that there would be sufficient parking at its proposed location. This is specifically germane to the downtown area.

Signage

- The Board believes that cannabis retailers should be required to conform to the Borough sign ordinance, and also points out that the State has its own signage requirements. N.J.A.C. 17:30-14.2(d).

Odor

- The odor associated with cannabis (particularly if consumption areas are permitted) can be strong and pungent. Council may consider requiring cannabis applicants to submit an odor elimination plan to ensure that any odors emanating from the business do not infiltrate surrounding properties.
- Council may also consider ensuring that cannabis consumption that takes place on private properties – whether indoors or outdoors – does not infiltrate surrounding properties.

Security

- The State requires cannabis applicants to submit a security plan, but Council may consider requiring applicants to have security plans reviewed and approved by the Borough Police Chief.

Conclusion

Overall, the Planning Board supports permitting Class 5 cannabis retailers in the Borough. Importantly, it would help advance the goals of the Master Plan. As Council continues to consider whether and how to permit cannabis retailers, the Board suggests that the Borough Planner be consulted, particularly to help determine the precise, ideal locations for cannabis retailers.

Additionally, generally speaking, the Planning Board also supports the Borough's consideration of additional license classes, such as Class 1 Cultivation and Class 2 Manufacturing. The Board feels that there are certain locations in the Borough where growing operations may be carried out.



Borough of Hightstown Planning Board

156 Bank Street, Hightstown, NJ 08520
(609) 490-5100, ext. 617 Fax: (609) 371-0267
Email: planning@hightstownborough.com
Website: www.hightstownborough.com

TO: Peggy Riggio, Borough Clerk
FROM: Jane Davis, Planning Board Secretary
SUBJECT: Peddie Lake Shoreline
DATE: February 16, 2022

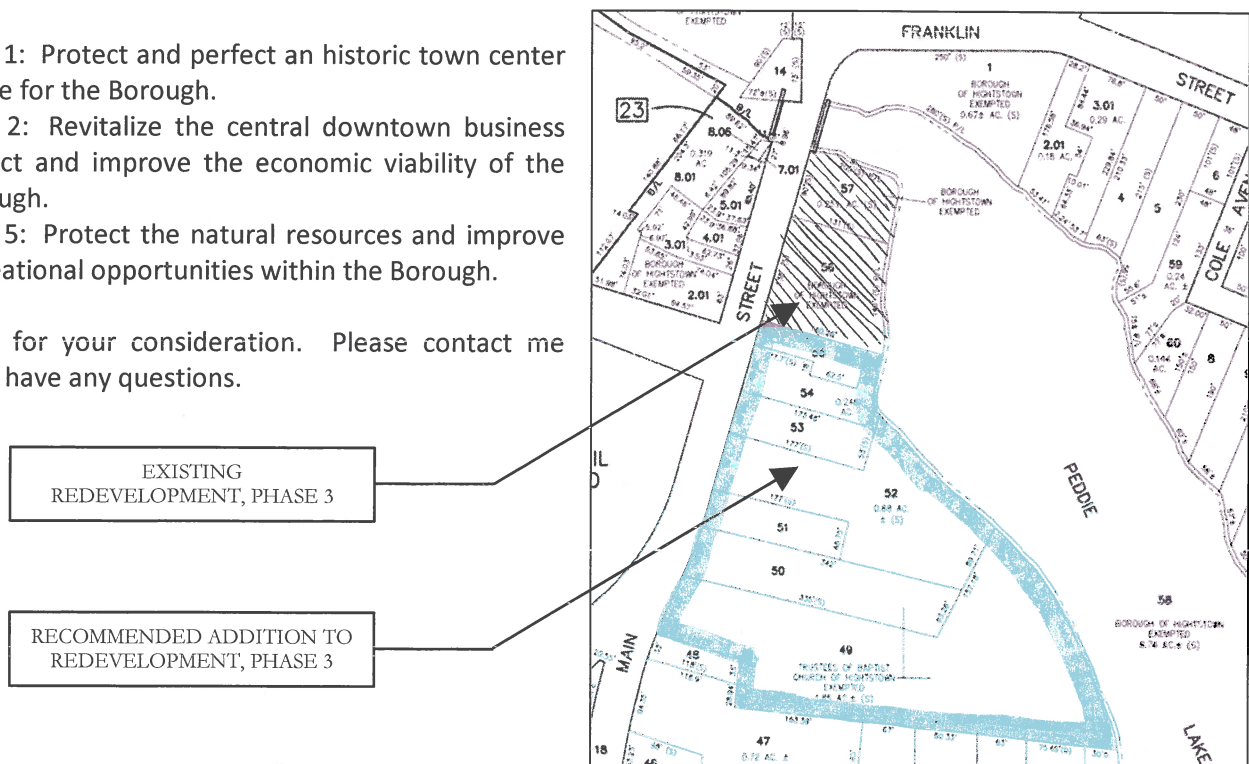
At the February 14, 2022, Planning Board meeting, the Board revisited and discussed the proposed Master Plan amendment Visioning for Downtown and Lakeside Improvements and Downtown Redevelopment Area, Phase 3.

The Planning Board recommends that Borough Council consider the expansion of the Downtown Redevelopment Area, Phase 3 to include additional lots on the eastern side of Main Street and the associated Peddie Lake Shoreline. Currently, Block 28, Lots 56 and 57 are designated in this area, which includes portions of Memorial Park and the municipal parking lot. This recommendation includes the addition of at least the following lots be considered: Block 28, Lot 49 through Lot 55.

There is growing interest in developing other parts of downtown Hightstown as progress is being made on the Rug Mill Redevelopment Project. The Planning Board feels that it is important for Hightstown to move forward with developing a more refined vision for the shoreline at Peddie Lake in order to further the following goals of the Borough Master Plan:

- Goal 1: Protect and perfect an historic town center image for the Borough.
- Goal 2: Revitalize the central downtown business district and improve the economic viability of the Borough.
- Goal 5: Protect the natural resources and improve recreational opportunities within the Borough.

Thank you for your consideration. Please contact me should you have any questions.





Proposal for Property Valuation Services

Hightstown Borough

Melvin P. Ngayan

Regional Director
AssetWorks Risk Management Inc.
261 Old York Road, Suite 305
Jenkintown, PA 19046

Dimitri Musing

Business Administrator
Hightstown Borough
156 Bank Street
Hightstown, NJ 08520

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1. About AssetWorks

AssetWorks is a wholly owned subsidiary of Constellation Software Inc. (Constellation), a leading, global provider of software and services to organizations in the public and private sector. Constellation acquires, manages, and grows industry-specific software companies that provide specialized, mission-critical solutions to address the unique needs of their customers. Constellation is publicly traded on the TSX under the symbol CSU. For the fiscal year ending December 31, 2020, consolidated revenues were more than US \$3.8 Billion.

Our risk management roots are in property insurance valuation services but relationships with our customers, understanding the evolving property risk management landscape, and a drive to be more innovative led AssetWorks to enter the risk management software market nearly two decades ago. Currently, our property risk management solution, featuring a combination of our AMP Property Risk Management software and onsite appraisal services, is unrivaled in the marketplace.

Considering our individual customer's needs and resources, AssetWorks offers various levels of valuation service to address 100% of property values within a wide range of budgets.

			
Onsite Appraisal	Virtual Valuation	Valuation Estimator	Annual Trending
USPAP-compliant insurance appraisal with onsite, physical inspection to collect building details and generate an accurate estimate of replacement or reproduction cost.	An inspection and valuation service completed by leveraging web-based tools and collaboration with knowledgeable building personnel to validate property data.	A custom-built valuation matrix is applied to generate an accurate estimate of replacement cost leveraging property data stored in the AMP Property Risk Software platform.	Regional trend factors are applied to current replacement cost values as a means of keeping them inline with overall economic changes (e.g. increased cost of materials).

Our combination of valuation consultants and state of the art technology offers innovative and cost-effective services for initial and long-term solutions associated with property insurance and risk management.

			
Ensure You are Properly Insured	Secure the Best and Most Accurate Rates	Increase Confidence in the Quality of Your Data	Leverage the Benefits of a True Partnership
Our valuation consultants go the extra mile to ensure you receive the most accurate and up-to-date values possible helping to ensure you receive the coverage you need	By collecting detailed COPE and catastrophe modeling data you gain a more complete picture of your risk profile which when run through modeling programs can result in more favorable rates	Every engagement includes certified appraisal reports with insurance detail per building and a comparison of values prior to and following the appraisal project	The relationships we build with our clients are important to us. From kick-off meeting through project completion, we believe open communication is paramount to our success and yours

QUALIFICATIONS

AssetWorks is confident in our ability to respond to the current and future needs of our customers by providing professional and accurate data collection, valuation estimates, and supplemental data needed for underwriting.

Our customers confidently select AssetWorks as their partner for the following reasons:

- Our project team consists of **full-time employees** (no-subcontractors) and professional valuation consultants associated with the American Society of Appraisers. Our team specializes in providing property valuation services to government entities.
- AssetWorks takes pride in being true public entity specialists, generating over ninety percent of our annual revenue serving public entities, **including over 70 pooling groups and states nationwide.**
- AssetWorks is the technology pioneer in asset management and property valuation solutions. AssetWorks developed a comprehensive proprietary web-based property management system (**AMP™**) to provide our clients the ability to manage, report, and perpetuate valuation data.
- **Quality Assurance & Project Management** - AssetWorks has created internal project management standards which assure consistent application of property data collection, valuation methodology and deliverables of draft and final reports. To ensure complete transparency of the project status and billing, AssetWorks has developed a proprietary project management and communication tool. This tool provides our customers with 24/7 accessibility for real-time updates.
- AssetWorks maintains professional affiliations with national insurance associations including the State Risk and Insurance Management Association (STRIMA), Association of Governmental Risk Pools (AGRIP), Public Risk Management Association (PRIMA) and the Risk and Insurance Management Society (RIMS).

WATER & SEWER RISK MANAGEMENT POOL

“AssetWorks’ field personnel were professional, on time, and efficient in obtaining the data they needed. When there were unique structures they actively listened to our members and adapted their valuation methods as appropriate. The end product exceeded our expectations.”

– Larry Bailey, Executive Director

WASHINGTON COUNTIES RISK POOL

“The idea of it is great. You know, that [AssetWorks] can go out, appraise these buildings, enter the data, and then it’s all right there in AMP. It saves us a lot of time and allows us to continue doing what we’re doing. They’re always looking to deliver the best product for us.”

– Derek Bryan, Executive Director

SAN MATEO COUNTY SCHOOLS INSURANCE GROUP

“The AssetWorks team has been able to provide this service, as promised, with great communication and with little to no disruption in our school buildings. It has been wonderful working with AssetWorks and we look forward to doing so in the future.”

– Sharon Vishwa, Member Services & Board Relations Manager

What Makes AssetWorks Unique?

AssetWorks Risk Management Inc. boasts decades of experience providing property insurance valuation services to organizations across the country. In addition, we employ our own, dedicated software team. This unique combination enables us to help our customers better identify, quantify, and manage risk by leveraging the most comprehensive property risk data management solution on the market.



Financial Stability

As part of the Constellation family of companies, we offer financial stability and an unmatched reputation.



Public Entity Specialists

Having worked with over 100 public sector property risk pools, we are truly public entity specialists. It's where we thrive.



A Complete Solution

While many pools have similar goals, their needs can be unique. We offer a dynamic solution to address your complete SOV.



Continuous Innovation

As you evolve, so do we. Working with our customers to come up with innovative new solutions is what we love to do.



Commitment to Quality

When our customers rely on us, we don't like to let them down. We are committed to providing quality work and accurate values.



A True Partnership

With a dedicated customer success manager, our team becomes an extension of yours. We're with you every step of the way.

AMP Property Risk Management Software offers users a convenient, efficient, and secure method of tracking information about buildings and structures, property-in-the-open, licensed vehicles, movable equipment, and fixed assets in a single, comprehensive database. With various levels of user access, approval processes, and a complete audit trail, AMP users can be confident in the integrity of their data. Modules to support the annual insurance renewal process and generate accurate estimates of replacement cost make AMP a valuable resource for any large property program.

2. References

AssetWorks retains our current pooling clients and secures additional clients who have previously been with other vendors by way of our commitment to being an extension, or “appraisal arm” of our pooling client’s property program. We take an active role in enhancing the member benefits of pool participation by assisting with marketing of new members, retention of current members, preparing articles and newsletters high-lighting the benefits of current property valuations, and we welcome the opportunity to sponsor events.

AssetWorks Risk Management Inc is not registered as a small business enterprise (“SBE”) with the New Jersey Commerce and Economic Growth Commission New Jersey’s Set-Aside Program.

2.1 CLIENT REFERENCES

We suggest that to better assess the quality of our work, that you please contact the following references:

Arthur J. Gallagher (Atlantic, Burlington, Salem, Gloucester, Cumberland County Municipal JIFS)	PERMA Risk Management Services (Monmouth, Ocean, South Bergen County Municipal County JIFS)
Marlton, NJ	Parsippany, NJ
Contact: Paul Forlenza, Executive Director	Contact: Stephen A. Sacco
Phone: (856) 446-9100	Phone: (201) 881-7632
Email: Paul_Forlenza@riskprogramadministrators.com	Email: steves@permainc.com
Risk and Loss Managers, Inc. (Mid Jersey Municipal JIF)	Preferred Governmental Insurance Trust
West Windsor, NJ	Lake Mary, FL
Contact: Barbara Murphy, Administrator	Contact: Kevin Meehan, Vice President
Phone: (609) 275-1140 x140	Phone: (321) 832-1658
Email: BMurphy@rlminc.org	Email: kmeehan@publicrisk.com
State of South Carolina Insurance Reserve Fund	North Carolina Association of County Commissioners
Columbia, SC	Raleigh, NC
Contact: Ann Macon Smith, Director	Contact: Michael Kelly, Risk Management Director
Phone: (803) 737-0020	Phone: (919) 719-1124
Email: aflynn@irf.sc.gov	Email: michael.kelly@ncacc.org

3. Proposal & Methodology

On-Site Property Insurance Appraisal Services

The goal of an on-site property insurance appraisal is to physically inspect and appraise select building/structures to obtain uniform and reliable insurance values for insurance placement and allocation of premiums. The resulting data will provide current insurable values, enhanced COPE data, proof-of-loss documentation, as well as the basis for underwriting and insurance premiums. The proposed services will be performed in accordance with industry-wide appraisal standards (**USPAP – Uniform Standards of Professional Appraisal Practice**). AssetWorks will appraise all buildings with a replacement cost value greater than or equal to \$100,000.

3.1 PROJECT APPROACH

On-Site Property Insurance Appraisal Services

The core of success in a property appraisal project begins on the front-end, and by way of dialogue, a truly customized project plan is developed to meet the specifications and needs of Hightstown Borough. Our approach is not a template and is catered towards not only client requests, but by way of our experience and expertise.

Project Kickoff Meeting

Our project team will hold a comprehensive project-planning meeting with Hightstown Borough representatives in advance of the onsite fieldwork. We advise that members of the administrative, risk management and facilities staff or other directly involved personnel attend this meeting. Topics of discussion include confirmation of project scope and time frames, the physical appraisal schedule, accessibility to buildings, and contacts for each Member. This meeting lays the foundation for the methods and procedures used during the on-site fieldwork.

Hightstown Borough Staff Expectations

AssetWorks believes that clients retain our services with the expectation that AssetWorks staff, as paid professionals, and consultants, will perform the necessary tasks with the highest level of industry professionals to successfully complete the project on time. We do view our clients as active participants and anticipate their assistance with the following:

- **Pre-Project Planning and Scheduling** – AssetWorks will identify key items to have prepared for the project kickoff meeting. We ask that you prepare and distribute a memo to necessary staff announcing the project and give the general purpose and time frame.
- **Availability of Existing Building Records** – AssetWorks will utilize existing records, as provided by Hightstown Borough. Blueprints, for example, can aid in the accuracy of calculating square foot area. Direct construction costs are another source of valuable information we collect.
- **Access to All Sites** – AssetWorks appraisers will be granted access to all sites and buildings.
- **Project Closeout Meeting**

Upon completion of the on-site investigation, the AssetWorks project manager will conduct a final closeout meeting with your staff. The focus is to ensure that all sites and properties have been accounted for and to answer any questions that you might have. This is also the time at which your staff should ensure that they have transferred all client supplied data to the project manager. Later delivery of data could delay final report processing.

Appraisal Services

Project Kickoff Meeting

The purpose of the kick-off meeting is to initiate communications and generate alignment with the Customer's designated point of contact. The results of this meeting will be a complete understanding of the existing Statement of Values as well as the identification of key points of contact for confirming or collecting data related to each property being appraised.

3.2 GENERAL BUILDINGS & STRUCTURES

The basis for valuations of each building lie in the data recorded. A description for each building will be established, depicting Construction, Occupancy, Protection and Exposure (**COPE**) data to be included on the insured property as it is related to loss prevention and valuation.

Single digital images will be prepared for each building and integrated into the final reports. Each building will either be physically measured, square footage verified through a review of blueprints, measured using satellite imaging, or included based on information provided. Additionally, a complete physical address will be recorded, and all buildings will be assigned a unique identification number.



3.3 WATER & SEWER TREATMENT

AssetWorks' approach to valuing wastewater facilities is performed on an itemized building and/or by process basis. The fieldwork will begin with a meeting between the project team and the plant manager or other delegate. The following is verified:

- Available blueprints/site map/process summary
- Plant design capacity – measured in “million-gallon capacity per day treated” MGD
- Plant original construction and addition's date
- Any “contractors cost breakdowns” for construction – (original or additions)

Common Processes and Structures

- Headworks (Influent Pump Station)
- Clarifiers (Primary, Intermediate, Secondary)
- Aeration Tanks/Ponds/Basins
- Gravity Thickeners/Dewatering Buildings
- Digesters
- Filters (Trickling, Biological, UV... etc.)
- Sludge Drying
- Beds/Lagoons/Incinerators
- Laboratories
- Ozone Structures
- Chlorine Contact Structures
- Blower Buildings
- Pump Stations / Equipment Galleries



Reservoirs & Water Containment Structures

- Type(concrete/steel/above-ground/in-ground)
- Capacity
- Construction Date & Cost

Pump Houses, Lift Stations, Wells, etc.

- Structure type, size/depth, services, & features
- Itemized equipment (type, capacity)

3.4 DATA COLLECTED

Primary Construction, Occupancy, Protection, & Exposure Data (COPE)

a) Occupancy Type	n) Ceiling
b) Construction/ISO Class	o) Partitions/Interior Walls
c) Frame Type	p) Updates (Roof/Bldg.) Yr.
d) Number of Stories	q) Heating/Cooling Systems
e) Condition	r) Flooring
f) Roof Shape	s) Electrical/Plumbing
g) Roof Pitch	t) Elevators
h) Roof Strapping	u) Identify Protection Systems
i) Roof Type	v) % of Building with Automatic Sprinkler System
j) Exterior Walls	w) GPS Coordinates
k) Year Built	x) Flood Zone Classifications
l) Foundation/Footing	
m) Square Footage	

ISO/Construction Classifications

One of the primary goals of underwriting for property insurance is determining the risk of fire. One of the main considerations in making that determination is assigning the proper construction class. Properly identifying the construction class can help the underwriter understand the construction type and rate the risk more accurately. AssetWorks reports will include ISO classes 1-6, as defined by the Commercial Fire Rating Schedule (CFRS) defined in terms of the Marshall and Swift construction classes.

ISO Class	M&S Class	Description
1	D	Frame/Combustible (wood walls & roof)
2	C	Joisted Masonry (free standing masonry shell flammable roof)
3	S	Noncombustible (light steel construction)
4	C	Masonry Noncombustible (free standing masonry walls with noncombustible floors and roof)
5	A	Modified Fire Resistive (noncombustible, 1 hour fire rating)
6	B	Fire Resistive (noncombustible, 2 hour fire rating)

Flood Zone Designations

Flood Zone designations are based on GPS coordinates and mapped via satellite by a provider. Identifying flood zones based on address can lead to an incorrect designation as many sites include multiple acres and multiple flood zones. In some cases, the flood zone intersects the structure, and this must be represented, or an incorrect designation may be applied, particularly when only using a physical address as the determining factor. AssetWorks subscribes to FEMA updates as it relates to flood zone updates and maintains a strong relationship with a geo-mapping group to support zone designations and provide our clients with the accuracy required in this category.

3.5 VALUATION METHODOLOGY

Our investigation of each property will follow generally accepted valuation techniques and standards, incorporating various sources to develop cost conclusions for each building. Sources include price lists, trade journals, industry publications, pricing subscription services, as well as direct cost research. It is an ongoing task to identify and continuously substantiate values. Multiple sources of value exist, but to rely on only one can be limiting as they all have positive points to be reflected. Sources of construction cost information include, but are not limited to:

- Internally developed proprietary water/wastewater treatment plant valuation guide
- Direct cost information from recent projects
- Inquiries with local contractors and architects
- US Department of Labor – Bureau of Labor Statistics
- Marshall and Swift / Boeckh
- RS Means Construction Cost Index
- Reed Construction Data
- Previous AssetWorks valuation data

Definitions of Value

Replacement Cost New

Cost of Replacement New is the amount required to reproduce a property entirely at one time, as of a specific date, in like size, kind and quality and in accordance with current market prices for labor, materials, manufactured equipment, contractors overhead, profit and fees, but with no provisions for overtime or bonuses, or for premiums for materials and equipment. In determining replacement cost new, AssetWorks will not consider costs associated with demolition of property, debris removal, or partial loss into our analysis.

This methodology takes local wages and material costs into account, as well as specific structural attributes and current construction code that will cause an increase or decrease in base value such as sprinkler systems, elevators, exterior wall adjustments, actual building occupancy, and quality of construction as related to industry standards.

Insurance Exclusion

Insurance Exclusion is a provision in an insurance contract describing property, or types of property, that are not covered by an insurance policy. The insurance exclusion amount is deducted from replacement cost to arrive at an insurable value, specific to each structure.

Actual Cash Value

Actual Cash Value is the Replacement Cost Value less depreciation.

Building Contents (Modeling Approach)

Content values will be included based on the “modeling approach” that was developed to meet the valuation needs of our customers without the need for a detailed inventory. AssetWorks utilizes computer models of building types and their contents based on data gathered from thousands of valuations over the past several years.

We will estimate the value of contents by taking the square foot equipment value of a like facility and applying it to the calculated area of the building. The “modeling approach” is unique in that a reliable replacement cost estimate of a building’s contents can be generated without performing a lengthy and costly inventory.

3.6 PROJECT DELIVERABLES

Certification Letter

The certified valuation report will include the Letter of Certification, which will:

- Identify the property appraised
- State the purpose of the valuation
- Specify the valuation date
- Define the level of value sought and the premise of value employed
- Describe the nature of the property included and excluded
- Discuss the valuation investigation
- Indicate the factual data considered
- Present the conclusions of value (Replacement Cost unless otherwise ordered)
- Outline the qualifying and limiting conditions
- Include the signature of an authorized officer of the company

Preliminary & Final Reports

AssetWorks will utilize the AMP application to deliver all valuation reports. AMP will be used as the property data system of record and all data as a result of the appraisals conducted will be updated directly in the AMP application. This data will be available in real time as valuations are completed. In addition, any drawings, sketches, plans, documents, and work papers associated with the valuations will be uploaded into AMP as part of the building record. AMP Risk provides the ability to view, export, and manipulate the valuation reports in various formats including PDF, Excel, and HTML. The customer will have the opportunity to review the preliminary valuation results in AMP and approve the value of each structure. Upon approval, final reports can be generated.

Standard AMP Reports

There are several standard reports from AMP, such as building summaries, class list reports, and building detail reports. The following is an example of a building detail report.

Sample Summary Report

04/07/2014

SOUTH CAROLINA SCHOOL BOARDS INSURANCE TRUST
LEXINGTON CSD #2
Insurance Detail by Entity


As Of: 04/07/2014
Page: 107

Asset Number:	02101901	
Organization:	017	LEXINGTON CSD #2
Site:	019	AIRPORT HIGH SCHOOL
Building:	01	AIRPORT HIGH SCHOOL 1315 BOSTON AVENUE WEST COLUMBIA, SC 29170
Department:		
Built/Acquired:	1958/1958	Inspection Date: 10/17/2013
No. Stories:	1	Total Sq. Ft.: 182227
Basement:	NO	Basement Sq. Ft.: 0
Flood Zone:	X	Condition: GOOD
Occupancy:	25	Education (K-12, Daycare, Nursery, and other elementary education services)
Frame Type:	ST	STEEL
ISO Construction Class:	ISO4	Masonry Non Combustible- ISO FIRE 4
ISO Fire Protection Class:		
GPS Lat & Long:	33.951467N 81.10435W	
Fire Protection:	INTRUSION SYSTEM, FIRE ALARM - AUTOMATIC FIRE ALARM - MANUAL	

Building Secondary Attributes

Exterior Walls:	BRICK ON MASONRY, BRICK ON CONCRETE BLOCK
Roofing Type:	BUILT-UP TAR & GRAVEL, BUILT-UP SMOOTH
Roofing Pitch:	FLAT,
Roofing Shape:	FLAT,
Flooring Type:	CERAMIC TILE, VINYL
Ceiling Type:	ACOUSTICAL, NONE
Partitions:	CONCRETE BLOCK, DRYWALL/STUDS
Foundation Type:	CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION
Perimeter:	4916
Avg Story Height:	12

Services	Features	General Attributes	Valuation Conclusions			
AIR CONDITIONING - ROOFTOP	WALK-IN FREEZER	Fire Hydrant Dist	As Of Date	11/30/2013	Valuation Source	Manual
HEATING - ROOFTOP	WALK-IN COOLER	Fire Dept Dist	Replacement Cost New	22,745,600.00	Total Insurable Value	25,572,100.00
PLUMBING	BUILT-IN SEATING	Nearest Ocean	Exclusion Amount	1,364,700.00		
ELECTRICAL	LOADING DOCK	Contents Rate Grade	RCN Less Exclusions	21,380,900.00		
			Modeled Contents Value	4,191,200.00		
		Moderately damaged				



Sample Summary Report

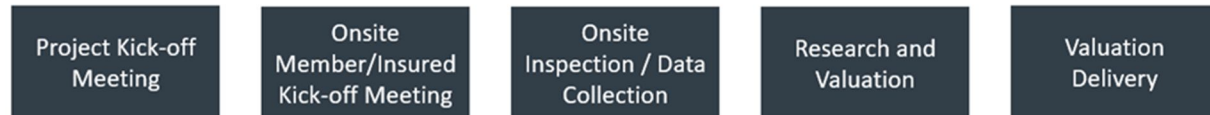
SB06X		Insurance Summary by Building					Page: 1
Code	Building Description Address	City	Replacement Cost New	Exclusion Amount	Replacement Cost Less Exclusions	Actual Cash Value	Contents Value
Entity: 001 SAMPLE ENTITY USA							
Site: 005 SAMPLE SITE #1							
001	MAIN BUILDING #1 200 ANY STREET	ANY TOWN, US 12345	4,865,300	239,930	4,625,370	4,865,300	917,200
002	OUT BUILDING #1 200 ANY STREET	ANY TOWN, US 12345	21,900	1,080	20,820	21,900	4,900
Site total for 005:			Asset Count: 2	4,887,200	241,010	4,646,190	922,100
Site: 006 SAMPLE SITE #2							
001	MAIN BUILDING #2 300 ANY STREET	ANY TOWN, US 12345	13,313,700	798,870	12,514,830	12,381,700	1,688,900
002	OUT BUILDING #2 300 ANY STREET	ANY TOWN, US 12345	103,300	0	103,300	103,300	31,300
003	OUT BUILDING #3 300 ANY STREET	ANY TOWN, US 12345	103,300	0	103,300	103,300	31,300
Site total for 006:			Asset Count: 3	13,520,300	798,870	12,721,430	1,751,500
Entity total for 001:			Asset Count: 5	18,407,500	1,039,880	17,367,620	2,673,600
Report Total:			Asset Count: 5	18,407,500	1,039,880	17,367,620	2,673,600

3.7 SCHEDULE

Project Schedule

AssetWorks will work with Hightstown Borough to establish a mutually agreeable schedule and timeframe for the valuations to be completed.

Onsite Appraisal Workflow



3.8 PROPERTY APPRAISAL SCHEDULE

The following is the list of properties to be appraised.

Location NO	Item No	Street Address of Location	Occupancy	Building Amount	Contents Amount
1	1	156 BANK STREET	MUNI OFFICE & DPW	\$1,273,000	\$610,000
2	1	140 NORTH MAIN STREET	FIRE HALL	\$1,593,000	\$368,000
7	1	168 BANK STREET	FIRST AID	\$ 795,000	\$212,000
9	1	2 CRANBURY STATION ROAD	WATER TANK 500,000 GALLON	\$ 1,139,000	
10	2	155 FIRST AVE	WATER TANK 300,000 GALLON	\$ 869,000	
11	1	25 LESHIN LANE	WATER TANK 440,000 GALLON	\$ 413,000	
12	1	MAXWELL AVE	LIFT STATION	\$ 102,000	\$ 23,000
14	1	158 BANK STREET	TREATMENT PLANT	\$1,715,000	\$405,000
14	2	158 BANK STREET	WELL HOUSE	\$ 200,000	\$ 19,000
14	5	158 BANK STREET	WELL HOUSE #3	\$ 585,000	\$ 15,000
14	6	158 BANK STREET	BACKWASH TANK	\$ 388,000	
15	2	189 OAK LANE	STORAGE BLDG	\$ 109,000	\$103,000
17	2	174 OAK LANE	ACTIVATED SLUDGE #1	\$ 446,000	
17	3	174 OAK LANE	ACTIVATED SLUDGE #2	\$ 446,000	
17	7	174 OAK LANE	CONTROL BUILDING, CHLORINE, DIGESTER	\$2,000,000	\$200,000
17	13	174 OAK LANE	PUMP HOUSE	\$ 380,000	\$ -
17	14	174 OAK LANE	PRIMARY SETTLING TANK	\$ 296,000	
17	15	174 OAK LANE	SECONDARY SETTLING TANK	\$ 180,000	
17	16	174 OAK LANE	TRICKLE FILTER #1	\$ 393,000	\$ 38,000
17	17	174 OAK LANE	TRICKLE FILTER #2	\$ 393,000	\$ 38,000
17	20	174 OAK LANE	GRIT CHAMBER	\$ 200,000	
17	21	174 OAK LANE	SECONDARY DIGESTER	\$ 150,000	
17	22	174 OAK LANE	FILTER BUILDING	\$1,000,000	
19	24	123 N. MAIN STREET AKA COUNTY RD 539	DAM	\$ 500,000	
		230 MERCER STREET	FUTURE TOWN HALL	\$4,000,000	\$ 15,000
		148 NORTH MAIN STREET	OLD MUNICIPAL BLDG	\$1,800,000	\$ 50,000

4. Statement of Work (SOW)

INTRODUCTION

This statement of work covers the professional valuation services and products to be provided by AssetWorks Risk Management Inc. to Hightstown Borough. This SOW confirms the understanding of the scope, objectives, services, deliverables, and work product for this project.

VALUATION SERVICES TO BE PROVIDED

- **On-Site Property Insurance Appraisal Services (greater than or equal to \$100,000)**

PROPERTIES TO BE INCLUDED

- **General Buildings & Structures**
- **Water & Sewer Treatment Structures**

DATA TO BE COLLECTED

- **Primary Construction, Occupancy, Protection, & Exposure Data**
 - Occupancy Type
 - Construction/ISO Class
 - Frame Type
 - Number of Stories
 - Condition
 - Roof Shape
 - Roof Pitch
 - Roof Strapping
 - Roof Type
 - Exterior Walls
 - Year Built
 - Foundation/Footing
 - Square Footage
 - Ceiling
 - Partitions/Interior Walls
 - Updates (Roof/Bldg.) Yr.
 - Heating/Cooling Systems
 - Flooring
 - Electrical/Plumbing
 - Elevators
 - Identify Protection Systems
 - % of Building with Automatic Sprinkler System
 - GPS Coordinates
 - Flood Zone Classifications
- **ISO Construction Classifications**

VALUES PROVIDED

- **Replacement Cost New**
- **Insurance Exclusion**
- **Building Contents (Modeling Approach)**

VALUATION DELIVERABLES

- **Appraisal Certification Letter**
- **Preliminary Reports (Delivered via AMP)**
- **Final Reports (Delivered via AMP)**
- **Data File**

5. Quote

<p>Risk Management Inc. 261 Old York Road, Suite 305 Jenkintown, PA 19046</p>	<p>TO: Hightstown Borough ATTN: Dimitri Musing ADDRESS: 156 Bank Street Hightstown, NJ 08520</p>	<h3 style="margin: 0;">QUOTE</h3> <p>Quote Created: February 16, 2022 Valid Through: May 17, 2022</p>
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APPRAISAL/VALUATION SERVICES FEES					
SERVICE	THRESHOLD	UOM	QTY	RATE	FEE
On-Site Insurance Appraisal Services	\$100,000 and Above	Buildings	26	\$185	\$4,810.00
TOTAL FEE:					\$4,810

SOFTWARE LICENSE/HOSTING/MAINTENANCE/SERVICES FEES			
PRODUCT/SERVICE	SaaS FEE	IMPLEMENTATION SERVICES	TOTAL FEE
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL FEE:			\$0

ANNUAL HOSTING AND MAINTENANCE RENEWAL FEES		
PRODUCT/SERVICE	ANNUAL SaaS FEE	TOTAL ANNUAL FEE
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL FEE:		\$0

Notes:

* All fees quoted are in US Dollars and inclusive of all out-of-pocket expenses.

* AssetWorks will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports.

* Any buildings found in addition to the supplied property list in the RFP will be subject to a \$185 per building charge.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is effective February 16, 2022 ("Effective Date") and entered into between AssetWorks Risk Management Inc. ("AssetWorks"), a Delaware corporation, located at 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220 and Hightstown Borough ("Client"), located at 156 Bank Street, Hightstown, NJ 08520. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Services.

1.1 **Services and Statements of Work.** In consideration of the fees paid by Client hereunder, AssetWorks will provide Client with the Services described in Statements of Work (each, a "SOW") executed by the parties which reference this Agreement. The SOW will set forth the relevant project details. Project completion will be upon delivery of the final reports, which reports will be delivered to Client electronically via a link to AssetWorks' proprietary application ("Application"). Final report delivery occurs upon the earlier of: (i) acceptance of the preliminary reports by Client or (ii) ten (10) business days after the date of preliminary report delivery, at which time the preliminary reports are then deemed the final reports.

1.2 **Access.** Client agrees to cooperate with AssetWorks in providing access to Client's property and assets as required for AssetWorks to perform the Services. Failure to provide such access will cause delay in Service delivery and be subject to additional fees.

1.3 **A Summary Appraisal Report** will be provided by AssetWorks in the final reports package. This report includes Value Definitions, Effective Dates, Valuation Methodology, Summary Values and general Assumptions and Limiting Conditions for the valuation findings provided.

2. Intellectual Property Rights.

2.1 **Ownership.** AssetWorks owns all intellectual property rights in and to the Services any related data (excluding Client Data as defined below), documentation, techniques, tools, and software used by AssetWorks to deliver the Services. For clarity, Client obtains no interest in the Services except as expressly provided in this Agreement.

2.2 **Client Data.** Client shall retain all right, title, and interest in and to the Client Data provided by Client to AssetWorks in connection with the Services (collectively, "Client Data"). AssetWorks shall provide guidance to Client in determining the Client Data required by AssetWorks for purposes of performing the Services. Client agrees to provide AssetWorks with all data specifically requested, including documentation and information, in a timely manner. In its performance of the Services, AssetWorks will rely on the Client Data provided by Client. AssetWorks shall assume, without incurring liability therefore, that all Client Data provided by Client is correct and complete. If Client provides additional and/or corrected Client Data at a later date, AssetWorks' efforts with respect to such additional and/or corrected Client Data shall be deemed additional Services and subject to additional fees.

Client grants to AssetWorks a royalty-free, non-exclusive, non-transferable license for the term of this Agreement to use Client Data to the extent necessary to perform the Services. Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data.

3. Fees and Payment.

3.1 Fees. Client shall pay the Service fees set forth in the applicable SOW.

3.2 Payment. AssetWorks will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports. Unless otherwise provided in the SOW, Client agrees to pay all fees set forth in the applicable SOW within thirty (30) days of the invoice date. With regard to any invoiced amount that is not paid when due, AssetWorks reserves the right to charge, and Client agrees to pay, a late payment fee on the unpaid balance from the due date until paid equal to the lesser of one and one half percent (1.5%) per month, or the maximum amount allowable by law. All fees are non-refundable, except as otherwise explicitly stated in this Agreement.

4. Term and Termination.

4.1 Term. This Agreement shall commence on the Effective Date and continue for a term of one (1) year ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional terms of one (1) year (each, a "Renewal Term") unless either party provides written notice to the other party at least thirty (30) days prior to the expiration of the then current Term. The Initial Term and any Renewal Term are collectively referred to as the "term" of this Agreement.

4.2 Termination. Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice. Either party may terminate any individual SOW in accordance with the terms stated in such SOW or, if no such terms, upon providing ninety (90) days' written notice to the other party.

4.3 Effect of Termination. Upon termination of this Agreement, Client shall immediately cease using the Services and all SOWs will be deemed terminated. Client shall pay AssetWorks all fees due for Services provided through the date of termination in accordance with Section 3.2.

4.4 Suspension or Termination of Services. AssetWorks may suspend or terminate Client's access to the Services if Client fails to pay any fees when due which remain unpaid for thirty (30) days after receipt of notice. AssetWorks reserves the right to temporarily suspend the Services based on its good faith belief that it is necessary to protect the integrity of the Services.

5. Confidentiality.

5.1 Confidential Information. Each party (the “Disclosing Party”) may from time to time during the term of this Agreement disclose to the other party (the “Receiving Party”) certain information relating to trade secrets, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development, facilities, employees, vendors, clients, marketing, financials, business activities, and other confidential or proprietary information (collectively “Confidential Information”). To the extent practicable, the Disclosing Party shall mark and/or identify Confidential Information as confidential or proprietary at the time of disclosure; provided however, this Agreement shall also apply to information which, based on its nature, is reasonably expected to be deemed confidential. In addition, the terms of this Agreement shall be deemed Confidential Information. Furthermore, whether or not so marked or identified, the Services and any related data, and any quantitative analysis of the Services or performance of the Services are deemed the Confidential Information of AssetWorks, and the Client Data is deemed the Confidential Information of Client.

5.2 Exceptions. Confidential Information shall not include information that: (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party not under an obligation of confidentiality; (c) was lawfully possessed by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party, as evidenced by the Receiving Party’s records; or (d) the Receiving Party can demonstrate was independently developed by Receiving Party without use of the Disclosing Party’s Confidential Information. The Receiving Party may disclose Confidential Information pursuant to applicable law, regulation, court order, or other legal process; provided, (i) if allowed by law, the Receiving Party has given the Disclosing Party prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and (ii) the Receiving Party discloses only that portion of the requested Confidential Information that, in the opinion of its legal counsel, it is required to disclose.

5.3 Non-Disclosure and Non-Use. The Receiving Party agrees that it shall not use Confidential Information, or disclose any Confidential Information to any third party, except as expressly permitted under this Agreement. The Receiving Party shall not provide access to the Confidential Information to anyone other than those of its employees, contractors, and financial and legal advisors who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. The Receiving Party shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature, and in any event with at least a reasonable degree of care.

6. Representations and Warranties.

6.1 General Warranty. Each party represents and warrants: (i) it has the full power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of such party; and (iii) the person signing this Agreement on behalf of such party has the full authority to do so.

6.2 Limited Warranty. AssetWorks warrants it will perform the Services in accordance with the Agreement and any applicable SOWs. AssetWorks further warrants that all Services will be performed in a good and workmanlike manner in accordance with industry standards. Client's exclusive remedy, and AssetWorks' sole liability, for breach of this warranty shall be for AssetWorks to use commercially reasonable efforts to re-perform the affected Services, provided that Client has given written notice to AssetWorks within ninety (90) days of discovery of the non-conformance. AssetWorks shall, to the extent reasonably possible and permissible, pass-through or assign to Client all available warranties it receives from a third-party provider for third party products or services provided by AssetWorks to Client under this Agreement.

6.3 Disclaimer of Warranty. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY WITH RESEPECT TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES, THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES, THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION ASSETWORKS MAY MAKE, AND ANY IMPLIED WARRANTIES CONCERNING PERFORMANCE, MERCHANTABILITY, FITNESS FOR USE FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

6.4 Client Responsibilities. Client is responsible for maintaining a backup of Client Data on its computer system. AssetWorks will not be responsible for loss of or damage to any data or loss of use of any computer or network systems. Client acknowledges that AssetWorks' performance and delivery of the Services are contingent upon: (i) Client providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network, and Client Data and (ii) Client's timely decision-making, notification of relevant issues or information and granting of required permission and/or approval. Customer will promptly obtain and provide to AssetWorks any required licenses, approvals or consents necessary for AssetWorks' performance of the Services.

7. Indemnification.

7.1 AssetWorks will defend and indemnify Client against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Client's use of the Services within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, Client notifies AssetWorks promptly in writing of such Claim and provides AssetWorks with the sole control, authority, information and assistance necessary to defend or settle such Claim.

7.2 In the event of an infringement Claim, or AssetWorks believes that such a Claim is likely, then AssetWorks shall, at its expense: (i) procure the right for Client to continue using the Services; (ii) replace or modify the Services so that it becomes non-infringing, without materially decreasing the functionality of the Services; or (iii) if neither (i) or (ii) is commercially practical, then, at AssetWorks' sole option, terminate this Agreement and refund a portion of the Service fee paid by Client for the period in which the Services were affected by such infringement.

7.3 AssetWorks will not be liable for any infringement Claim based upon any (i) modification of the Services made by anyone other than AssetWorks; (ii) use of the Services in combination with any service, software, or other technology not supplied by AssetWorks or in which the Services were not intended to be used, to the extent such Claim would not have arisen but for such combination (regardless of whether or not AssetWorks has advised Client that such use would likely result in a Claim of infringement by a third party); or (iii) use of the Services contrary to the terms of this Agreement.

7.4 THE FOREGOING STATES ASSETWORKS' SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

7.5 Client shall defend and indemnify AssetWorks from and against any and all Claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising from or related to the exclusions set forth in Section 7.3 or violation of Section 2.2.

8. Limitation of Liability.

8.1 Neither party shall be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages including, without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, even if a party has been advised of the possibility of such damages.

8.2 AssetWorks' entire liability under this Agreement or in any way related to the Services will be limited to direct damages in an amount equal to the fees paid by Client to AssetWorks pursuant to the applicable SOW during the twelve (12) month period immediately preceding the Claim.

9. General.

9.1 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to conflicts of law principles.

9.2 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions hereof shall be unaffected and remain in full force and effect.

9.3 Modification and Waiver. Any modification, amendment, supplement, waiver, or other change to this Agreement must be in writing and signed by duly authorized representatives of each party. Any waiver or failure to enforce any provision of this Agreement on any occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

9.4 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety, without the other party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the respective parties.

9.5 Remedies. The parties agree that monetary damages are an inadequate remedy for breach of Sections 2 and 5, and further recognize that any such breach would cause irreparable injury for which there would be no adequate remedy at law; therefore, the parties agree that the non-breaching party may seek equitable remedies, including, without limitation, injunctive relief and specific performance (without obligation to post a bond) from a court of competent jurisdiction, in addition to other remedies available at law or in equity.

9.6 Survival. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

9.7 Force Majeure. Neither party shall be in breach of this Agreement nor liable for delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure result from events, circumstances, or causes beyond its reasonable control; provided, that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

9.8 Headings. The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms.

9.9 Notices. All notices under this Agreement shall be in writing and shall be deemed given upon personal delivery, delivery by prepaid overnight courier, facsimile or electronic mail transmission with receipt acknowledged, or three (3) business days after deposit in the mail via first class mail postage prepaid to the intended recipient at its address listed above or other such address as the parties may indicate in writing.

9.10 Entire Agreement. This Agreement, including SOWs or other attachments hereto and any amendments or written documentation executed by the parties, are the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous proposals, understandings, representations, warranties, promises, and other communications, whether oral or written, relating to such subject matter.

9.11 Counterparts. This Agreement, and any amendment or waiver of the terms hereof, may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile or electronic format, which will have the effect of an original signature.

The parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

Hightstown Borough

By: _____

Name: _____

Title: _____

Date: _____

AssetWorks Risk Management Inc.

By: _____

Name: _____

Title: _____

Date: _____