

Agenda
Hightstown Borough Council

May 16, 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

Engineering Items

Capital Budget – Waste Water Treatment Plant

Improvements to Hausser Avenue, Bennett Place and Prospect Drive

Resolution 2022-97 Awarding a Contract for Replacement of Galvanized Pipes Located on Railroad Avenue and Dey Street

Resolution 2022-98 Awarding a Contract for Water Tank Painting and Repairs at First Avenue, Leshin Lane and Cranbury Station Road

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 2022-09 Public Hearing and Final Reading An Ordinance Amending and Supplementing the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” In Order to Repeal the Existing Provisions of Articles 5-1 and 5-2 (Concerning “Dogs” and Cats”, Respectively) of Chapter 5, Entitled “Animal Control”, and Establish New Articles Thereof Concerning “Animal Control”

Ordinance 2022-10 First Reading and Introduction An Ordinance to Exceed the Municipal Budget Appropriation Limits to Establish a Cap Bank (N.J.S.A. 40A 4-45.14)

Ordinance 2022-11 First Reading and Introduction Bond Ordinance Providing for Improvements to Various Roads in and by the Borough of Hightstown, in the County of Mercer, New Jersey, Appropriating \$1,150,000 therefor and Authorizing the Issuance of \$650,000 Bonds or Notes of the Borough to Finance Part of the Cost Thereof

Ordinance 2022-12 First Reading and Introduction Bond Ordinance Providing for Improvements to the Water-Sewer Utility in and by the Borough of Hightstown, in the County of Mercer, New Jersey, Appropriating \$380,000 therefor and Authorizing the Issuance of \$380,000 Bonds or Notes of the Borough to Finance Part of the Cost Thereof

Resolutions

2022-99 Authorizing Payment of Bills

2022-100 Ratifying the Memorandum of Agreement with the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO-White Collar Unit for the Years 2022, 2023, 2024 & 2025, and Authorizing the Execution of a Collective Bargaining Agreement Relating Thereto

2022-101 Ratifying the Memorandum of Agreement with the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO-Blue Collar Unit for the Years 2022, 2023, 2024 & 2025, and Authorizing the Execution of a Collective Bargaining Agreement Relating Thereto

Consent Agenda

2022-102 A Resolution Authorizing Hightstown Borough's Participation in the North Jersey Wastewater Cooperative Pricing System

2022-103 Authorizing Emergency Temporary Appropriations Prior to Adoption of the 2022 Budget

2022-104 Authorizing Refund of Tax Overpayment – 540 South Main Street

Discussion

Fluoride in drinking water

Special Event Permit

Subcommittee Reports

Mayor/Council/Administrative Reports

Executive Session

Resolution 2022-105 Authorizing a Meeting that Excludes the Public

Contract Negotiations – Recycling

Contract Negotiations – WMR, LLC 219 Wycoff Mills Road

Attorney Client Privilege

Adjournment



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

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

January 11, 2022

Dimitri Musing
Borough Administrator
Borough of Hightstown
156 Bank Street
Hightstown, New Jersey 08520

Re: Activated Sludge Tank Improvements
Painting and Upgrades
AWWTP
Hightstown Borough, Mercer County, New Jersey
Our File No.: H1652

Dear Dimitri:

This is an update to the estimated construction cost for needed improvements to the two (2) activated sludge tanks at the AWWTP. We provided estimated costs in 2018 and 2019. However, the scope has since increased. Additionally, prices have increased due to the ongoing pandemic, material costs, and the expanded scope.

The current condition of the tank coatings requires that all interior walls be sandblasted and painted with two coats. The exterior walls require power washing, spot repairs and two coats of paint. In addition, the stairway, catwalk, and air lift pipes and launders are included in the needed painting.

Our estimate to power wash, blast and paint these tanks is \$490,000.00.

In addition, we found that the tank components are in a state of disrepair with significant deterioration with many items requiring replacement. These items include weirs and weir plates; baffles; brackets; scum collection trough assembly; clarifier arms; drive motors and electrical panels and disconnects.

Our estimated cost for the necessary upgrades and replacements is \$635,000.00.

In summary anticipated costs are:

1. Sandblast, power wash and repaint two tanks	\$490,000.00
2. <u>Replace and upgrade tank components and electrical panels</u>	<u>\$635,000.00</u>
Total Estimated Construction Cost	\$1,125,000.00

The fee for Engineering design and inspection is estimated at a cost not to exceed \$195,000.00. This fee anticipates that the Borough will be applying to the Infrastructure Bank for financing.

Should you have any questions, please feel free to contact my office.

Very truly yours,

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

cc: Mayor and Council
George Lang, Borough CFO
Thak Bakhru, P.E., Roberts Engineering Group, LLC
Cameron Corini, P.E., C.M.E., Roberts Engineering Group, LLC



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

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

AAWWTP ACTIVATED SLUDGE TANK UPGRADES

SITUATED IN

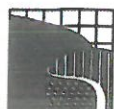
BOROUGH OF HIGHTSTOWN, MERCER COUNTY, NEW JERSEY

Our File No.: H1652

January 11, 2022

ITEM DESCRIPTION	UNITS	QUANTITY	PRICE	TOTAL
1 Mobilization.	LS	1.0	\$30,000.00	\$30,000.00
2 Site Clearing and Restoration.	LS	1.0	\$15,000.00	\$15,000.00
3 Project Video and Photographs.	LS	1.0	\$5,000.00	\$5,000.00
4 Replace Scum Trough Assembly - 304 SS, with New 3" Discharge Piping.	UNIT	2.0	\$75,000.00	\$150,000.00
5 Replace Clarifier Scraper Arm and PVC Belting Blades - 304 SS Retainer Bars and Mounting Hardware.	UNIT	2.0	\$30,000.00	\$60,000.00
6 Replace Clarifier Scraper Turnbuckles - 304 SS.	UNIT	2.0	\$7,500.00	\$15,000.00
7 Replace V-Notch Weir Plates - 11 Gauge 304 SS.	UNIT	2.0	\$40,000.00	\$80,000.00
8 8"x4"x3/16" Steel Tab Section on Ends of Existing Weir Troughs.	UNIT	2.0	\$20,000.00	\$40,000.00
9 23" Wide x 3/16" 304 SS Scum Baffle.	UNIT	2.0	\$5,000.00	\$10,000.00
10 Replace Sumitomo Direct Drives for Clarifier.	UNIT	2.0	\$60,000.00	\$120,000.00
11 New Electric Panel and Disconnects.	UNIT	2.0	\$50,000.00	\$100,000.00
12 Replace Brushes with Ford Hall.	UNIT	2.0	\$5,000.00	\$10,000.00
TOTAL ESTIMATED CONSTRUCTION COST				\$635,000.00

Carmela Roberts, P.E.
N.J. License No. 34419



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

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

AWWTP ACTIVATED SLUDGE TANK PAINTING

SITUATED IN

BOROUGH OF HIGHTSTOWN, MERCER COUNTY, NEW JERSEY

Our File No.: H1652

January 11, 2022

ITEM DESCRIPTION	UNITS	QUANTITY	PRICE	TOTAL
1 Mobilization.	LS	1.0	\$30,000.00	\$30,000.00
2 Site Clearing and Restoration.	LS	1.0	\$15,000.00	\$15,000.00
3 Project Video and Photographs.	LS	1.0	\$5,000.00	\$5,000.00
4 Catwalk - Pressure Washing and paint	LS	2.0	\$22,000.00	\$44,000.00
5 Stairway - Pressure Washing and paint	LS	2.0	\$13,000.00	\$26,000.00
Outer Tank				
6 Exterior Wall - Pressure Wash, Two Coats of Primer, and Finish coat	LS	2.0	\$30,000.00	\$60,000.00
7 Inside Wall - Sandblast; two coats of primer and finish coat	LS	2.0	\$65,000.00	\$130,000.00
Inner Tank				
8 Outside Wall - Sandblast; two coats of primer and finish coat	LS	2.0	\$45,000.00	\$90,000.00
9 Inside Wall - Sandblast; two coats of primer and finish coat	LS	2.0	\$45,000.00	\$90,000.00
TOTAL ESTIMATED CONSTRUCTION COST				\$490,000.00

Carmela Roberts

Carmela Roberts, P.E.
N.J. License No. 34419



Roberts
ENGINEERING GROUP LLC
 Women Business Enterprise Certified

November 9, 2021

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

Dimitri Musing, Borough Administrator
 Borough of Hightstown
 156 Bank Street
 Hightstown, New Jersey 08520

Re: AWWTP Influent Drywell Upgrade
 Borough of Hightstown, Mercer County, New Jersey
 Our File No.: H1681

Dear Dimitri:

The influent drywell at the AWWTP is a steel tank that is approximately 30 feet deep, which houses the main pumps that lift the incoming raw sewage from the Borough's collection system up to the beginning of the treatment process at the Advanced Wastewater Treatment Plant (AWWTP). The last time this Influent drywell was maintained was in 1992-1993 when it was blasted and painted. The drywell is a steel tank, which requires similar maintenance as a water tank. In addition, the drywell holds the pumps, pump bases, and electrical connections. As it has been nearly 30 years since the last maintenance of this facility, it is now necessary to upgrade the influent pump station.

I have inspected the interior and have found it to be in a deteriorated condition. In addition, Bill Searing has recorded the thickness of the metal on the floor and the walls, and it has been confirmed that the steel on the floor is severely corroded. The two pump base stands require repair and/or replacement. Additionally, the drywell itself must be sandblasted and repainted. The condition of the pumps is unknown at this time as they must be removed for evaluation. I recommend that during the upcoming work to upgrade the drywell, that the pumps be removed by the Borough for evaluation by a local repair shop outside of this contract.

We have estimated the cost to survey by 3-D scanning the interior of the facility, sandblast the entirety of the drywell, repair any deteriorated sections of the walls by welding new steel pieces, installing a new steel floor in the tank due to the degree of corrosion, repair or replace the pump stands and paint. Our estimate for this work, not including maintenance and repairs to the pumps, is \$250,000.00. The engineering required to prepare plans and specifications, and inspect construction is estimated at \$30,000.00.

Should you wish to discuss this in greater detail, please feel free to contact me.

Very truly yours,

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

cc: Peggy Riggio, RMC, CMR, Borough Clerk
 Bill Searing, AWWTP Superintendent
 George Lang, Borough CFO
 Cameron Corini, P.E., C.M.E., Roberts Engineering Group, LLC
 Thak Bakhru, P.E., Roberts Engineering Group, LLC



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

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

May 11, 2022

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

Re: Improvements to Hausser Avenue, Bennett Place, and Prospect Drive
Borough of Hightstown, Mercer County, New Jersey
Our File No.: H1802

Dear Mayor and Council:

As you know, the Borough has received a grant from the NJDOT for the above referenced project. Draft plans were sent to the Borough for review. The Planning Board provided the following questions/comments during the meeting on May 9, 2022:

1. Question:

The new sidewalks on Hausser Avenue are proposed on the west side of the road. This requires a new crosswalk at the intersection with Prospect Drive in order to continue the pedestrian route. Can the proposed sidewalks be constructed on the east side of Hausser Avenue instead?

Response:

The east side of Hausser Avenue has a number of utility poles as well as steep slopes in lawn areas. The utility poles do not allow for new 4-ft. wide sidewalks unless the curb line is moved or sidewalks are installed on private property. Additionally, the steep slopes at a number of the existing lawns will require regrading onto private property.

The proposed sidewalk on the west side of Hausser Avenue limits construction costs and minimizes impacts to private property.

2. Question:

The properties on the west side of Hausser Avenue appear to have shorter front lawns than the properties on the east side of Hausser Avenue. Constructing a sidewalk on the west side of Hausser Avenue will have a greater impact to those property owners than they would on the east side.

Response:

The homes on the west side of Hausser Avenue have an average front yard of 32-feet. The homes on the east side of Hausser Avenue have an average front yard of 34-ft.

3. Question:

Can 'Children at Play' signs be added to the project area.

Response:

Council may direct us to add 'Children at Play' signs at their discretion. However, they are not required per the MUTCD.

Additionally, after further review of the project site, I am recommending that the Borough consider an alternative layout to the proposed crosswalk at the intersection of Prospect Drive and Summit Street. The plans previously provided to you show a crosswalk across Prospect Drive. However, the proposed curb ramp at the southwest corner of the intersection does not connect to any sidewalk on Summit Street. Therefore, it is my recommendation that a crosswalk be provided only across Summit Street from the northwest corner of the intersection.

I am available to discuss the above items with you at the next Council meeting.

Improvements to Hausser Avenue, Bennett Place,
and Prospect Drive
Borough of Hightstown, Mercer County, New Jersey
Our File No.: H1802
Page 2 of 2

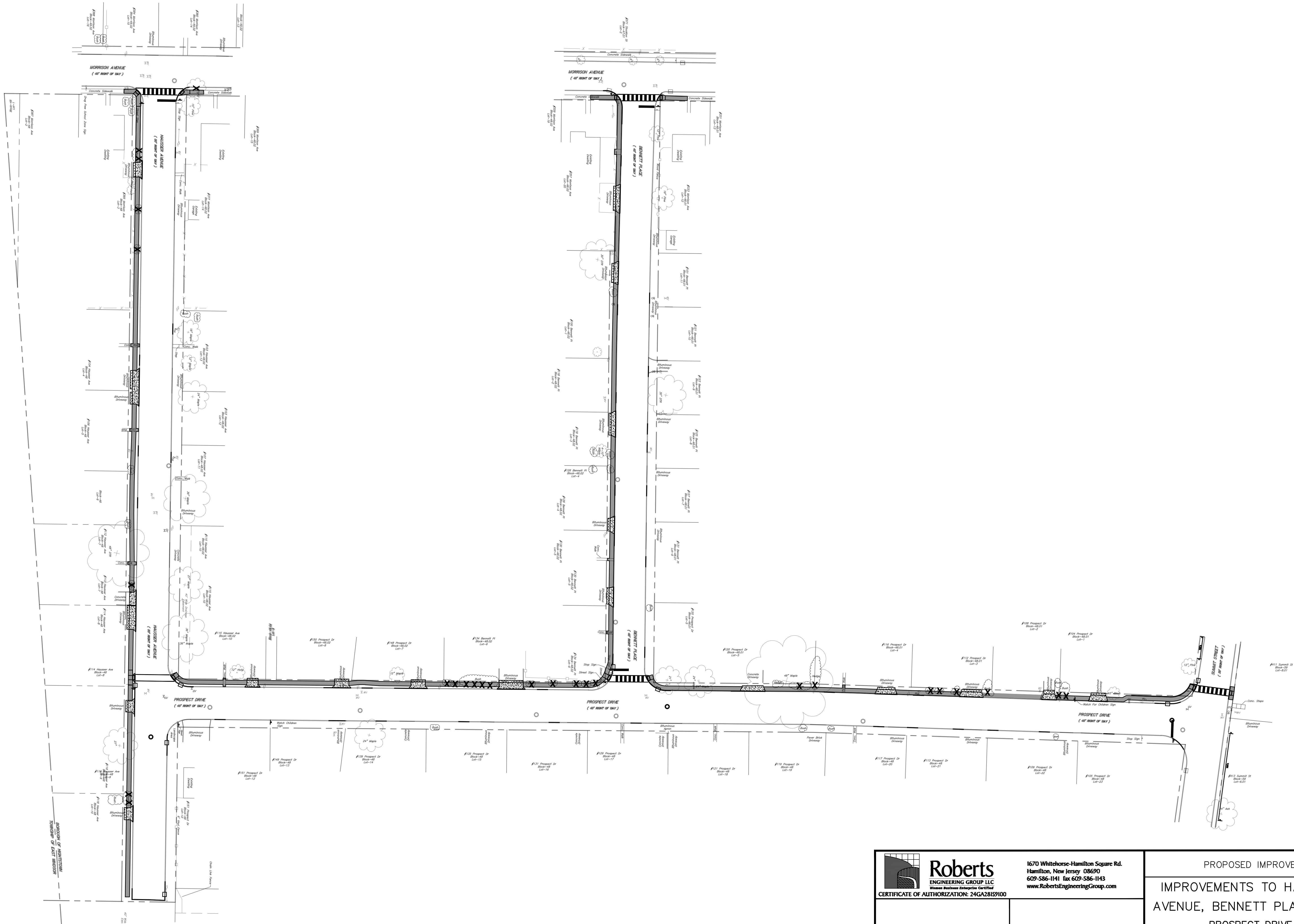
If you have any questions or concerns, please do not hesitate to contact this office.

Very truly yours,

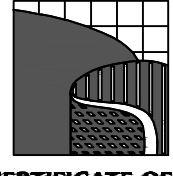


Carmela Roberts, P.E., C.M.E.
Borough Engineer

cc: Dimitri Musing, Borough Administrator
Peggy Riggio, RMC, CMR, Borough Clerk
Jane Davis, Borough Planning Board Secretary
Ken Lewis, Borough Superintendent of Public Works
Chief Frank Gendron, Borough Police Department
Cameron Corini, PE, CME, Roberts Engineering Group, LLC
Kelly Pham, EIT, Roberts Engineering Group, LLC



NO.	DATE	REVISIONS	BY	CHECKED



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified
CERTIFICATE OF AUTHORIZATION: 24GA28159100

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

CARMELA ROBERTS, PE
LICENSED PROFESSIONAL ENGINEER
STATE OF NEW JERSEY LIC. No. 24GE03441900

TED W. PIVOVARNICK, PLS
LICENSED PROFESSIONAL LAND SURVEYOR
STATE OF NEW JERSEY LIC. No. 24GS03586800

PROPOSED IMPROVEMENTS PLAN
**IMPROVEMENTS TO HAUSSER
AVENUE, BENNETT PLACE, AND
PROSPECT DRIVE**
BOROUGH OF HIGHTSTOWN, MERCER COUNTY, NEW JERSEY

FILE NO:	DESIGNED BY:
H1802	CC
DRAWN BY:	CHECKED BY:
JA	CC
DATE:	4/13/2022
SCALE:	1"=40'
DWG. No.:	QA
SHEET No.	1 OF 1

Resolution 2022-97

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

AWARDING A CONTRACT FOR REPLACEMENT OF GALVANIZED PIPES LOCATED ON RAILROAD AVENUE AND DEY STREET

WHEREAS, the New Jersey Department of Environmental protection has issued new regulations which requires the Borough to find and replace all lead or galvanized water services in the Borough, including replacement of existing galvanized water services between the curb and the water meter; and,

WHEREAS, the Borough Water Department inspected privately-owned water services within the Improvements to Railroad Avenue and Dey Street Project and located seven (7) locations that must be replaced in accordance with the new State regulations; and

WHEREAS, the Borough Engineer has received a quote from Earle Asphalt Company, of Wall New Jersey, in the amount of \$31,550.00 which includes pipework and restoration; and

WHEREAS, the CFO has certified the availability of said funds.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that a contract for the replacement of galvanized water services be awarded to Earle Asphalt of Wall, New Jersey, as detailed herein, in an amount not exceed \$31,550.00.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 16, 2022.

Margaret Riggio
Borough Clerk



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

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

May 10, 2022

Dimitri Musing, Borough Administrator
Borough of Hightstown
156 Bank Street
Hightstown, New Jersey 08520

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

Dear Dimitri;

As you know, the NJDEP has recently issued new regulations which require the Borough to find and replace all lead or galvanized water services in the Borough. This includes replacement of existing galvanized water services between the curb and water meter which is typically owned by the property owner, not the Borough.

The Borough Water Department inspected the privately-owned water services within this project area and found seven (7) locations with galvanized pipes between the curblin and house that must be replaced in accordance with the new State regulations.

We initially requested a quote from the contractor that is currently under contract with the Borough for Improvements to Railroad Avenue and Dey Street. S. Brothers, Inc. provided a quote of \$50,172.00.

As this price was higher than anticipated, we requested a quote from the Borough's Emergency Services Contractor, Earle Asphalt Company. Earle Asphalt has provided a quote of \$26,550.00 for the pipework and estimated restoration or approximately \$5,000.00.

The ordinance for Improvements to Railroad Avenue and Dey Street appears to have funds available for this work. As such, I recommend that the Borough authorize Earle Asphalt to complete this work.

Should you have any questions or concerns, please do not hesitate to contact my office.

Very truly yours,

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

cc: Mayor and Council
Peggy Riggio, RMC, CMR, Borough Clerk
Ken Lewis, Borough Superintendent of Public Works
George Lang, Borough CFO
Fred Raffetto, Esq., Borough Attorney
Cameron Corini, PE, CME, Roberts Engineering Group, LLC
Kelly Pham, Roberts Engineering Group, LLC

Resolution 2022-98

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

AWARDING A CONTRACT FOR WATER TANK PAINTING AND REPAIRS AT FIRST AVENUE, LESHIN LANE AND CRANBURY STATION ROAD

WHEREAS, five (5) bids were received on April 28, 2022, for Water Tank Painting and Repairs at First Avenue, Leshin Lane and Cranbury Station Road; and

WHEREAS, the bids have been reviewed by the Borough Engineer and it is the Engineer's recommendation that a contract for the for Water Tank Painting and Repair at First Avenue, Leshin Lane and Cranbury Station Road; be awarded to the low bidder Allied Painting, Inc., of Cherry Hill, New Jersey at the price of \$427,300.00; and

WHEREAS, this project is being funded through an Environmental Infrastructure Financing Program loan and is subject to the approval of the NJDEP; 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 Water Tank Painting and Repairs at First Avenue, Leshin Lane and Cranbury Station Road be awarded to the low bidder, Allied Painting of Cherry Hill, New Jersey at the price of \$427,300.00.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 16, 2022.

Margaret Riggio
Borough Clerk



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

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

May 11, 2022

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

Re: Water Tank Painting and Repairs at First Avenue,
Leshin Lane, and Cranbury Station Road
Borough of Hightstown, Mercer County, New Jersey
Our File No.: H1678

Dear Mayor and Council:

Bids were received for the Water Tank Painting and Repairs at First Avenue, Leshin Lane, and Cranbury Station Road project on Thursday, April 28, 2022. A total of twelve (12) bidders obtained plans and specifications and five (5) contractors submitted bids. The bid results are as follows:

	Bid
1. Allied Painting, Inc. Cherry Hill, New Jersey 08034	\$427,300.00
2. Brave Industrial Paint, LLC Long Branch, New Jersey 07740	\$656,500.00
3. Guimar General Contractor, LLC Freehold, New Jersey 07728	\$683,085.00
4. Dynamic Sandblasting and Painting, LLC Eatontown, NJ 07724-1273	\$699,000.00
5. Utility Service Co., Inc. Perry, GA 31069	\$843,600.00

This project is being funded through an Environmental Infrastructure Financing Program loan as administered by the New Jersey Department of Environmental Protection (NJDEP) in the amount of \$810,500.00. The Engineer's Estimate for this contract is \$892,500.00. The low bidder amount of \$427,300.00 is \$465,200.00 (52%) below the Engineer's Estimate. The project improvements to the First Avenue, Leshin Lane, and Cranbury Station Road Water Tanks include cleaning and repainting the tank interiors and exteriors, repairing damages and rust. Additional improvements include construction of safety devices and mechanical components.

I have reviewed the bid price and scope of work with the low bidder, Allied Painting, Inc., immediately after the bid opening. We notified them of the NJ regulations which allow them to withdraw a bid within three days of a bid opening. The low bidder has since confirmed that they are capable of making these improvements with their bid price.

Water Tank Painting and Repairs at First Avenue,
Leshin Lane, and Cranbury Station Road
Borough of Hightstown, Mercer County, New Jersey
Our File No.: H1678
Page 2 of 2

I have reviewed the bid submitted by Allied Painting, Inc. All conditions set forth in the bid proposal have been satisfied and the Contractor is not on the current list of debarred contractors.

We have contacted contractor references for Allied Painting, Inc. and have found them to be responsive, efficient and experienced.

Therefore, it is my recommendation that, subject to the approval of the NJDEP, a contract be awarded to Allied Painting, Inc. of Cherry Hill, New Jersey for Water Tank Painting and Repairs at First Avenue, Leshin Lane, and Cranbury Station Road in the amount of \$427,300.00.

By way of this letter I am returning the original bids to the Clerk.

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

Very truly yours,



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

cc: Dimitri Musing, Borough Administrator
Peggy Riggio, RMC, CMR, Borough Clerk
George Lang, Borough CFO
Fred Raffetto, Esq., Borough Attorney
Ken Lewis, Borough Superintendent of Public Works
Cameron Corini, P.E., C.M.E., Roberts Engineering Group, LLC
Kelly Pham, EIT, Roberts Engineering Group, LLC



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

Water Tank Painting and Repairs at First Avenue, Leshin Lane,
and Cranbury Station Road
Thursday, April 28, 2022 at 11:00 am

16

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

Summary of Bids Our File No.: H1678			Engineer's Estimate Roberts Engineering Group, LLC 1670 Whitehorse-Hamilton Square Road Hamilton, New Jersey 08690 Phone: (609) 586-1141		Allied Painting, Inc. 4 Larwin Road Cherry Hill, New Jersey 08034 Phone: (856) 429-3400 Fax: (856) 429-0696		Brave Industrial Paint, LLC 177 Elmwood Avenue Long Branch, New Jersey 07740 Phone: (732) 483-6403 Fax: (848) 303-8660		Guimar General Contractor, LLC 544 Brickyard Road Freehold, New Jersey 07728 Phone: (973) 392-9280 Fax: (973) 466-0189		Dynamic Sandblasting and Painting, LLC 615 Hope Road, Suite 2 Eatontown, NJ 07724-1273 Phone: (732) 344-2968 Fax: (732) 344-2970	
Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Mobilization	LS	1	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$2,000.00	\$2,000.00
2 Project Video and Photographs	LS	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
3 Water Tank Improvements - First Avenue	LS	1	\$450,000.00	\$450,000.00	\$99,200.00	\$99,200.00	\$280,000.00	\$280,000.00	\$247,980.00	\$247,980.00	\$249,000.00	\$249,000.00
4 Water Tank Improvements - Leshin Lane	LS	1	\$350,000.00	\$350,000.00	\$187,600.00	\$187,600.00	\$252,000.00	\$252,000.00	\$299,105.00	\$299,105.00	\$355,000.00	\$355,000.00
5 Water Tank Improvements - Cranbury Station Road	LS	1	\$50,000.00	\$50,000.00	\$112,000.00	\$112,000.00	\$100,000.00	\$100,000.00	\$117,000.00	\$117,000.00	\$89,000.00	\$89,000.00
6 Cleaning and Restoration	LS	1	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
Total Cost:				\$892,500.00	Total Cost:	\$427,300.00	Total Cost:	\$856,500.00	Total Cost:	\$683,085.00	Total Cost:	\$699,000.00

Summary of Bids Our File No.: H1678			Engineer's Estimate Roberts Engineering Group, LLC 1670 Whitehorse-Hamilton Square Road Hamilton, New Jersey 08690 Phone: (609) 586-1141		Utility Service Co. Inc. 535 Courtney Hodges Boulevard Perry, GA 31069 Phone: (478) 988-5080 Fax: (478) 987-9657		Alpine Painting & Sandblasting Contractors 17 Florida Avenue Paterson, New Jersey 07503 Phone: (973) 279-3200 ext.226 Fax: (973) 279-3991		Construct Connect 30 Technology Parkway South, Suite 100 Norcross, Georgia 30092 Phone: (800) 364-2059 Fax: (866) 570-8187		Corrosion Control Corp. 177 Route 130 Pedricktown, NJ 08067 Phone: (856) 299-4200 ext.112 Fax: (973) 589-0415	
Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Mobilization	LS	1	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00						
2 Project Video and Photographs	LS	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00						
3 Water Tank Improvements - First Avenue	LS	1	\$450,000.00	\$450,000.00	\$302,400.00	\$302,400.00						
4 Water Tank Improvements - Leshin Lane	LS	1	\$350,000.00	\$350,000.00	\$357,800.00	\$357,800.00						
5 Water Tank Improvements - Cranbury Station Road	LS	1	\$50,000.00	\$50,000.00	\$153,400.00	\$153,400.00						
6 Cleaning and Restoration	LS	1	\$7,500.00	\$7,500.00	\$9,000.00	\$9,000.00						
Total Cost:				\$892,500.00	Total Cost:	\$843,600.00	Total Cost:	No Bid Received	Total Cost:	No Bid Received	Total Cost:	No Bid Received

Summary of Bids Our File No.: H1678			Engineer's Estimate Roberts Engineering Group, LLC 1670 Whitehorse-Hamilton Square Road Hamilton, New Jersey 08690 Phone: (609) 586-1141		Nuco Painting 8 Oval Drive Islandia, New York 11749 Phone: (631) 467-6602 Fax: (631) 615-2532		Titan Industrial Services 4054 North Point Road Baltimore, Maryland 21222 Phone: (410) 477-1857 Fax: (410) 477-1859		United Painters, Inc. 70 Church Street, 1st Floor Flemington, New Jersey 08822 Phone: (908) 323-8026		U.S. Tank Painting, Inc. 900 Rike Drive #1 Millstone, New Jersey 08535 Phone: (609) 448-2444 Fax: (609) 448-9444	
Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Mobilization	LS	1	\$30,000.00	\$30,000.00								
2 Project Video and Photographs	LS	1	\$5,000.00	\$5,000.00								
3 Water Tank Improvements - First Avenue	LS	1	\$450,000.00	\$450,000.00								
4 Water Tank Improvements - Leshin Lane	LS	1	\$350,000.00	\$350,000.00								
5 Water Tank Improvements - Cranbury Station Road	LS	1	\$50,000.00	\$50,000.00								
6 Cleaning and Restoration	LS	1	\$7,500.00	\$7,500.00								
Total Cost:				\$892,500.00	Total Cost:	No Bid Received	Total Cost:	No Bid Received	Total Cost:	No Bid Received	Total Cost:	No Bid Received

Carmela Roberts

Carmela Roberts, P.E., C.M.E.
N.J. License No. 34419

ORDINANCE 2022-XX

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY,” IN ORDER TO REPEAL THE EXISTING PROVISIONS OF ARTICLES 5-1 AND 5-2 (CONCERNING “DOGS” AND “CATS,” RESPECTIVELY) OF CHAPTER 5, ENTITLED “ANIMAL CONTROL,” IN THEIR ENTIRETY, AND ESTABLISH A NEW CHAPTER 5 ARTICLES THEREOF CONCERNING “ANIMAL CONTROL”.

WHEREAS, the Borough of Hightstown (the “Borough”) previously established Chapter 5, entitled “Animal Control,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey” (also referenced as the “Borough Code”); and

WHEREAS, the Mayor and Borough Council wish to repeal the existing provisions contained within Chapter 5 Articles 5-1 and 5-2 (concerning “Dogs” and “Cats,” respectively) of the Borough Code, and to establish a new Chapter 5 Articles 5-1, 5-2 and 5-3 thereof, also relating to “Animal Control,” in accordance with the provisions set forth herein.

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

Section 1. That the existing provisions contained within Article 5-1, entitled “Dogs,” and Article 5-2, entitled “Cats,” of Chapter 5, entitled “Animal Control,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” are hereby repealed in their entirety.

Section 2. That a new Chapter 5 the following new Articles shall hereby be established as set forth in the within Ordinance, to read as follows:

Chapter 5. Animal Control

Article 5-1. Regulating and Licensing of Dogs

§ 5-1-1. Definitions.

As used in this article, the following terms shall have the meanings indicated:

DOG

Any member of the canine species, male, female or altered.

DOG OF LICENSING AGE

Any dog which has attained the age of seven months or which possesses a set of permanent teeth.

ELECTRONIC FENCE

A fence which is designed to contain dogs within its boundaries by using a hidden electronic signal intended to contain the dog within the electronic boundaries of the fence.

KEEPER

Any person exercising control over a dog or permitting a dog to remain on premises under his control.

KENNEL

Any establishment wherein or whereon the business of boarding or selling dogs or breeding dogs for sale is carried on, except a pet shop.

OWNER

When applied to the proprietorship of a dog, includes every person having a right of property in such dog and every person who has such dog in his keeping.

PET SHOP

Any place of business which is not part of a kennel, wherein animals, including, but not limited to, dogs, cats, birds, fish, reptiles, rabbits, hamsters or gerbils, are kept or displayed chiefly for the purpose of sale to individuals for personal appreciation and companionship rather than for business or research purposes.

POTENTIALLY DANGEROUS DOG

Any dog or dog hybrid which has been declared by a Municipal Judge to be potentially dangerous.

POUND

An establishment for the confinement of dogs seized either under the provisions of this article or otherwise.

SHELTER

Any establishment where dogs are received, housed and distributed.

VICIOUS DOG

Any dog which has attacked or bitten any human being or has caused any person to be fearful for his own safety by chasing, or which has habitually attacked other dogs or domestic animals. Any dog or dog hybrid which has been declared by a Municipal Judge to be a vicious dog.

§ 5-1-2. Licensing; fees.

A. License, when required. Licenses shall be required for the following dogs of licensing age:

(1) Any dog owned or kept within the Borough by a resident of the Borough on the first day of January of any calendar year.

- (2) Any dog acquired by any person during the course of any calendar year and kept within the Borough for more than 30 days after acquisition.
- (3) Any dog attaining licensing age during the course of the calendar year.
- (4) Any unlicensed dog brought into the Borough by any person and kept within the Borough for more than 30 days.
- (5) Any dog licensed by another state brought into the Borough by any person and kept within the Borough for more than 90 days.

B. Application for license.

- (1) Each application for a license under this article shall give the following information:
 - (a) A general description of the dog sought to be licensed, including breed, sex, age, color and markings, and whether such dog is of a long- or short-haired variety.
 - (b) The name, street and post office address of the owner of, and the person who shall keep or harbor, such dog.
 - (c) Proof of the dog's inoculation against rabies. The proof of inoculation against rabies must be valid through October 31st of the licensing year.
- (2) Registration numbers shall be issued in the order in which applications are received.

- C. Application for annual license, when made. Applications for licenses for dogs which are required to be licensed by the provisions of Subsection A(1) shall be made before January 31 of each calendar year. In all other cases, the application for a license shall be made within 30 days of the day upon which the dog in question first becomes subject to the provisions of this section.
- D. License record. The information on all applications under this article and the registration number issued to each licensed dog shall be preserved for a period of three years by the Board of Health. In addition, it shall forward similar information to the State Department of Health each month on forms furnished by the Department.
- E. Fees. The person applying for a license shall pay a fee of \$10.80 for each dog, shall also pay \$1.20 for the registration tag (Pilot Clinic Fee) for each dog, and an additional fee of \$3 for any dog of reproductive age which has not had its reproductive capacity permanently altered through sterilization. Any dog owner claiming to be exempt from the payment of the additional fee of \$3 shall provide a copy of a veterinarian's certificate, or a notarized statement by the owner, of the animal's neutering. The fees of \$1.20 and additional fee of \$3, when collected, shall be forwarded to the State Treasurer as provided by law. The same fee shall be charged for the annual renewal of each license and registration tag. If

application shall not be made within the time limit set forth herein above, there shall also be a late charge per license, as follows. If application is made:

- (1) During February: \$5.
 - (2) During March: \$10.
 - (3) After March 31st: \$15.
- F. Expiration date. Each dog license and registration tag shall expire on December 31 of the calendar year in which it was issued.
- G. Exceptions.
- (1) The provisions of this section shall not apply to any dog licensed under § **5-1-3** of this article. Dogs used as guides for blind persons and commonly known as "Seeing Eye" dogs shall be licensed in the same manner as other dogs, except that the owner or keeper shall not be required to pay any fee.
 - (2) Any valid license issued by another New Jersey municipality for the current year shall be accepted as evidence of compliance and no Hightstown Borough license must be issued.
- H. Loss of license. If a license tag has been misplaced or lost, the licensing official may issue a duplicate license for that particular dog at a fee of \$1.
- I. Limitation on Number of Dogs. No more than two dogs of licensing age shall be owned by or kept by any one family group. "Family Group", as used herein, shall mean all persons occupying one dwelling unit.

§ 5-1-3. Pet shops; fees.

- A. License required. Any person who keeps or operates or proposes to establish a pet shop, shall apply to the Board of Health for a license entitling him to keep or operate such establishment. Any person holding such license shall not be required to secure individual licenses for dogs owned by such licensee and kept at such establishments; such licenses shall not be transferable to another owner or different premises.
- B. Application information. The application shall contain the following information:
- (1) The name and permanent and local address of the applicant.
 - (2) The street address where the establishment is located or proposed to be located, together with a general description of the premises.
 - (3) The purposes for which it is to be maintained.

- (3) The maximum number of dogs to be accommodated by such establishment at any one time.
- C. Approval of Health Officer. No license shall be issued until the proposed licensee submits a written statement from the Health Officer of the Board of Health that the establishment or proposed establishment complies with local and state rules governing the location of and sanitation at such establishment.
- D. License term. All licenses issued for a pet shop shall state the purpose for which the establishment is maintained, and all such licenses shall expire on the last day of December of each year.
- E. License fees. The annual license fees for pet shop licenses shall be \$50.
- F. Compliance with state regulations.
 - (1) All licenses issued for a pet shop shall be subject to revocation by the Borough Council on recommendation of the State Department of Health or the Board of Health for failure to comply with the rules and regulations of the State Department of Health or the Board of Health, after the owner has been afforded a hearing by either the State Department of Health or the Board of Health.
 - (2) Any person holding a license to establish, keep or operate pet shop shall comply with all Borough ordinances and the rules and regulations promulgated by the State Department of Health governing the sanitary conduct and operation of pet shops, the preservation of sanitation therein, and the prevention of the spread of rabies and other diseases of dogs within and from such establishments.
- G. Reports to State Health Department. The Board of Health shall forward to the State Department of Health a list of all pet shops licensed within 30 days after the licenses therefor are issued, which list shall include the name and address of the licensee and the kind of license issued.
- H. Control of dogs off premises. No dog kept in a pet shop shall be permitted off such premises, except on a leash or in a crate or other safe control.
- I. Plan Review Required. Any person proposing to locate and operate a new pet shop after July 1, 2022, shall submit a plan review application to the Board of Health for approval.
- J. Plan Review Fee. The Board of Health plan review fee for a pet shop shall be \$425.

§ 5-1-4. Disposition of fees.

- A. License fees and other moneys collected or received under the provisions of this article, except the registration tag fees, shall be forwarded to the Borough Finance Department within 30 days after collection or receipt and shall be placed in a special account separate

from any of the other accounts of the Borough and shall be used for the following purposes only: collecting, keeping and disposing of dogs liable to seizure under this article; local prevention and control of rabies; providing anti rabies treatment under the direction of the local Board of Health for any person known or suspected to have been exposed to rabies; all other purposes prescribed by the statutes of New Jersey governing the subject; and for administering the provisions of this article. Any unexpended balance remaining in such special account shall be retained therein until the end of the third fiscal year following and may be used for any of the purposes set forth in this section. At the end of the third fiscal year following and at the end of each fiscal year thereafter, there shall be transferred from such special account to the general funds of the Borough any amount then in such account which is in excess of the total amount paid into the special account during the last two fiscal years next preceding.

- B. The registration tag fee for each dog shall be forwarded within 30 days after collection by the Borough Clerk to the State Department of Health.

§ 5-1-5. Canvass.

Any person appointed for the purpose by the governing body of the municipality, shall, at the direction of the governing body, cause a canvass to be made of all dogs owned, kept or harbored within the limits of their respective municipalities and shall report, on or before September 1 of the year in which the census is taken, to the clerk or other person designated to license dogs in the municipality and to the local board of health, and to the State Department of Health the result thereof, setting forth in separate columns the names and addresses of persons owning, keeping or harboring unlicensed dogs, the number of unlicensed dogs owned, kept or harbored by each of said persons, together with a complete description of each of said unlicensed dogs.

§ 5-1-6. Vicious dogs; potentially dangerous dogs; rabies.

- A. Complaints and investigation. It shall be the duty of the Police Department and the Animal Control Officer to receive and investigate complaints against dogs. If they reasonably believe any dog complained of to have rabies or to be a vicious dog, or potentially dangerous dog, as defined in § 5-1-1, they shall report their findings in writing to a Municipal Judge.

(1) The Animal Control Officer shall notify the Municipal Judge and the Municipal Health Officer immediately that he/she has seized and impounded a dog pursuant to this article, or that he/she has reasonable cause to believe that a dog has killed another domestic animal and that a hearing is required. The Animal Control Officer shall through a reasonable effort attempt to determine the identity of the owner of any dog seized and impounded pursuant to this article. If its owner cannot be identified within seven days, that dog may be humanely destroyed.

(2) The Animal Control Officer shall, within three working days of the determination of the identity of the owner of a dog seized and impounded pursuant to this article, notify by certified mail, return receipt requested, the owner concerning the seizure and

impoundment and that, if the owner wishes, a hearing will be held to determine whether the impounded dog is vicious or potentially dangerous. This notice shall also require that the owner return within seven days, by certified mail or hand delivery, a signed statement indicating whether he/she wishes the hearing to be conducted or, if not, to relinquish ownership of the dog, in which case the dog may be humanely destroyed. If the owner cannot be notified by certified mail, return receipt requested, or refuses to sign for the certified letter, or does not reply to the certified letter with a signed statement within seven days of receipt, the dog may be humanely destroyed.

B. Destruction of rabid dogs; notice.

- (1) All dogs noticeably infected with rabies and displaying vicious propensities may be killed by the Animal Control Officer or other authorized persons, without notice to the owner. The owner shall be notified of such killing within three days as to the reason for the killing.
- (2) If a dog is believed to have rabies or has been bitten by a dog suspected of having rabies, such dog shall be confined by a leash or chain on the owner's premises and shall be placed under the observation of a veterinarian at the expense of the Borough for a period of two weeks.
- (3) It shall be unlawful for any person knowing or suspecting that a dog has rabies to allow such dog to be taken off his premises or beyond the limits of the Borough without the written permission of the Animal Control Officer or any other authorized persons. Every owner, or other person, upon ascertaining a dog rabid, shall immediately notify the Animal Control Officer, a policeman or any other authorized persons, who shall either remove the dog to the pound or summarily destroy it.

§ 5-1-7. Impoundment and destruction of certain dogs; fees.

A. Causes for impounding. The Animal Control Officer shall take into custody and impound, or cause to be taken into custody and impounded, any of the following dogs:

- (1) Any unlicensed dog running at large in violation of the provisions of this article.
- (2) Any dog off the premises of the owner or the person keeping or harboring such dog which the Animal Control Officer or his agent has reason to believe is a stray dog.
- (3) Any dog off the premises of the owner or the person keeping or harboring such dog without a current registration tag on its collar.
- (4) Any female dog in season off the premises of the owner or the person keeping or harboring such dog.

- (5) Any dog which has been determined to be a vicious dog or a potentially dangerous dog as provided in § 5-1-6, provided that such dog may also be seized by any police officer, and provided further that, if such dog cannot be seized with safety, it may be killed.
 - (6) Any dog or other animal which is suspected to be rabid.
 - (7) Any dog or other animal off the premises of the owner reported or observed by the Animal Control Officer to be ill, injured or creating a threat to the public health, safety and welfare or otherwise interfering with the enjoyment of property.
 - (8) Any dog or dog hybrid which the Animal Control Officer has reasonable cause to believe has attacked a person or caused death or serious bodily injury as defined in N.J.S.A. 2C:11-1(b) to that person; or has caused bodily injury as defined in N.J.S.A. 2C:11-1(a) to a person during an unprovoked attack and poses a serious threat of harm to persons or domestic animals; or has engaged in dog fighting activities as described in N.J.S.A. 4:22-26; or has been trained, tormented, badgered, baited or encouraged to engage in unprovoked attacks upon persons or domestic animals.
 - (9) Any dog off the premises of the owner or of the person keeping or harboring the dog which is not controlled by a leash or chain as provided in this article.
- B. Access to premises. Any officer or agent authorized or empowered to perform any duty under this article is hereby authorized to go upon any premises to seize for impounding any dog which he may lawfully seize and impound when such officer is in immediate pursuit of such dog, except upon the premises of the owner of the dog if the owner is present and forbids it.
- C. Authorized Enforcement Agents; Interference with Official Duties. This article may be enforced by any representative of the Code Enforcement Office of the Borough, any member of the Borough's Police Department, or the Animal Control Officer. No person shall hinder, molest, or interfere with anyone authorized or empowered to perform any duty under this article.
- D. Notice of seizure.
- (1) If any dog so impounded or seized wears a registration tag, collar or harness having inscribed thereon or attached thereto the name and address of any person, or if the owner of or the person keeping or harboring the dog is known, the Animal Control Officer shall immediately serve on the person whose address is given on the collar, or on the person owning, keeping or harboring the dog, a notice, in writing, stating that the dog has been seized and will be liable to be disposed of or destroyed if not claimed within seven days after service of the notice.
 - (2) A notice under this subsection may be served either by delivering it to the person on whom it is to be served or by leaving it at the person's usual or last known place of abode or at the address given on the collar, or by forwarding it by mail in a prepaid

letter addressed to that person at his usual or last known place of abode or to the address given on the collar.

- E. Disposition of unclaimed dogs. The Animal Control Officer or his authorized representative, including an authorized kennel, is empowered to cause the destruction, in as humane a manner as possible, of any dog or other animal seized by him or otherwise coming into his possession, under any of the following circumstances:
 - (1) When any dog or other animal has not been claimed by the person owning, keeping or harboring same within seven days after notice or within seven days of the animal's detention when notice cannot be given to the person owning, keeping or harboring the dog or other animal in accordance with Subsection **D** and the administrative fee as provided in Subsection **F** has not been paid.
 - (2) When any dog is unlicensed at the time it is seized or otherwise comes into the possession of the Animal Control Officer, and the person owning, keeping or harboring such dog has not produced a current license and registration tag as provided in this article.
- F. Administrative & Impound Shelter Services fee. When a dog or other animal has been seized by or otherwise comes into the possession of the Animal Control Officer, there must be paid an administrative fee and an impound shelter services fee if the dog or other animal has been transported to the impound shelter, which is hereby established. The administrative and impound shelter services fee shall be payable to the Borough in the following manner:
 - (1) The administrative fee for the return of a dog or other animal shall be \$60 per animal. The shelter services fee shall be \$75 if the animal is redeemed by its owner within 24 hours from entering the facility. If the animal is not redeemed by its owner within 24 hours, the shelter service fee shall be \$250 per animal.
 - (2) If the dog or other animal is redeemed from the impounding shelter by the person owning, keeping, or harboring the animal, the Borough of Hightstown will mail, via certified mail, the resident a bill consisting of the administrative fee of \$60, plus the shelter service fee of either \$75 or \$250, depending on the animals' length of stay at the facility. This bill shall be payable within 15 days of the date of the certified mailing, or else the Borough Code Enforcement Officer will issue a summons for failure to pay the fee.

§ 5-1-8. Procedures for vicious or potentially dangerous dogs.

- A. Notice; hearing. The Municipal Judge shall notify in writing the owner or keeper of an allegedly vicious or potentially dangerous dog that a complaint has been made and require the person to appear before him at a stated time and place for a hearing.
- B. Findings to declare dog vicious; grounds.

- (1) The Municipal Judge shall declare the dog vicious if it finds by clear and convincing evidence that the dog:
 - (a) Killed a person or caused serious bodily injury, as defined in N.J.S.A. 2C:11-1(b), to a person; or
 - (b) Has engaged in dog fighting activities as described in N.J.S.A. 4:22-24 and N.J.S.A. 4:22-26.
- (2) A dog shall not be declared vicious for inflicting death or serious bodily injury, as defined in N.J.S.A. 2C:11-1(b), upon a person if the dog was provoked. The municipality shall bear the burden of proof to demonstrate that the dog was not provoked.
- (3) If the Municipal Court declares a dog to be vicious, and no appeal is made of this ruling pursuant to N.J.S.A. 4:19-25, the dog shall be destroyed in a humane and expeditious manner, except that no dog may be destroyed during the pendency of an appeal.

§ 5-1-9. Finding to declare dog potentially dangerous.

- A. The Municipal Judge shall declare a dog to be potentially dangerous if it finds by clear and convincing evidence that the dog:
 - (1) Caused bodily injury, as defined in N.J.S.A. 2C:11-1(a), to a person during an unprovoked attack, and poses a serious threat of bodily injury or death to a person; or
 - (2) Killed another domestic animal; and
 - (a) Poses a threat of serious bodily injury or death to a person; or
 - (b) Poses a threat of death to another domestic animal; or
 - (3) Has been trained, tormented, badgered, baited or encouraged to engage in unprovoked attacks upon persons or domestic animals.
- B. No declaration.
 - (1) A dog shall not be declared potentially dangerous for:
 - (a) Causing bodily injury, as defined in N.J.S.A. 2C:11-1(a), to a person if the dog was provoked; or
 - (b) Killing a domestic animal if the domestic animal was the aggressor.
 - (2) For the purposes of Subsection **B(1)(a)** of this section, the municipality shall bear the burden of proof to demonstrate that the dog was not provoked.

§ 5-1-10. Control of vicious dogs.

No person owning or keeping a vicious dog shall permit the dog to be off the property of the owner or keeper without being securely muzzled.

§ 5-1-11. Order and schedule for compliance for potentially dangerous dog; conditions.

If the Municipal Judge declares the dog to be potentially dangerous, it shall issue an order and a schedule for compliance which, in part:

A. Shall require the owner to comply with the following conditions:

- (1) To apply, at his own expense, to the Municipal Clerk or other official designated to license dogs pursuant to N.J.S.A. 4:19-15.2, for a special municipal potentially dangerous dog license, municipal registration number, and red identification tag. The owner shall, at his own expense, have the registration number tattooed upon the dog in a prominent location. A potentially dangerous dog shall be impounded until the owner obtains a municipal potentially dangerous dog license, municipal registration number, and red identification tag.
- (2) To display, in a conspicuous manner, a sign on his premises warning that a potentially dangerous dog is on the premises. The sign shall be visible and legible from 50 feet of the enclosure required pursuant to Subsection **A(3)** of this section;
- (3) To immediately erect and maintain an enclosure for the potentially dangerous dog on the property where the potentially dangerous dog will be kept and maintained, which has sound sides, top and bottom to prevent the potentially dangerous dog from escaping by climbing, jumping or digging and within a fence of at least six feet in height separated by at least three feet from the confined area. The owner of a potentially dangerous dog shall securely lock the enclosure to prevent the entry of the general public and to preclude any release or escape of a potentially dangerous dog by an unknowing child or other person. All potentially dangerous dogs shall be confined in the enclosure or, if taken out of the enclosure, securely muzzled and restrained with a tether approved by the Animal Control Officer and having a minimum tensile strength sufficiently in excess of that required to restrict the potentially dangerous dog's movements to a radius of no more than three feet from the owner and under the direct supervision of the owner.

B. May require the owner to maintain liability insurance in an amount determined by the Municipal Court to cover any damage or injury caused by the potentially dangerous dog. The liability insurance, which may be separate from any other homeowner policy, shall contain a provision requiring the municipality in which the owner resides to be named as an additional insured for the sole purpose of being notified by the insurance company of any cancellation, termination or expiration of the liability insurance policy.

§ 5-1-12. Procedures for appeal.

The owner of the dog, or the Animal Control Officer in the municipality in which the dog was impounded, may appeal any final decision, order, or judgment, including any conditions attached thereto, of a Municipal Court pursuant to N.J.S.A. 4:19-17 et seq. by filing an appeal with the Superior Court, Law Division, in accordance with the Rules Governing the Courts of the State of New Jersey pertaining to appeals from courts of limited jurisdiction. The Superior Court shall hear the appeal by conducting a hearing de novo in the manner established by those rules for appeals from courts of limited jurisdiction.

§ 5-1-13. Liability of owner for costs of impoundment and destruction; rabies testing.

- A. If a dog is declared vicious or potentially dangerous, and all appeals pertaining thereto have been exhausted, the owner of the dog shall be liable to the municipality in which the dog is impounded for the costs and expenses of impounding and destroying the dog. The municipality may establish by ordinance a schedule of these costs and expenses. The owner shall incur the expense of impounding the dog in a facility other than the municipal pound, regardless of whether the dog is ultimately found to be vicious or potentially dangerous.
- B. If the dog has bitten or exposed a person within 10 days previous to the time of euthanasia, its head shall be transported to the New Jersey State Department of Health laboratory for rabies testing.

§ 5-1-14. Right to convene hearing for subsequent actions of dog.

If the Municipal Judge finds that the dog is not vicious or potentially dangerous, the Municipal Court shall retain the right to convene a hearing to determine whether the dog is vicious or potentially dangerous for any subsequent actions of the dog.

§ 5-1-15. Duties of owner of potentially dangerous dog.

The owner of a potentially dangerous dog shall:

- A. Comply with the provisions of N.J.S.A. 4:19-17 et seq. in accordance with a schedule established by the Municipal Court but in no case more than 60 days subsequent to the date of determination;
- B. Notify the licensing authority, local Police Department or force, and the Animal Control Officer if a potentially dangerous dog is at large, or has attacked a human being or killed a domestic animal;
- C. Notify the licensing authority, local Police Department or force, and the Animal Control Officer within 24 hours of the death, sale or donation of a potentially dangerous dog;
- D. Prior to selling or donating the dog, inform the prospective owner that the dog has been declared potentially dangerous;

- E. Upon the sale or donation of the dog to a person residing in a different municipality, notify the Department and the licensing authority, Police Department or force, and Animal Control Officer of that municipality of the transfer of ownership and the name, address and telephone of the new owner; and
- F. In addition to any license fee required pursuant to N.J.S.A. 4:19-15.3, pay a potentially dangerous dog license fee in the amount of \$500 to the municipality as provided by N.J.S.A. 4:19-31.

§ 5-1-16. Violations and penalties; seizure and impoundment; destruction by court order.

Except as otherwise provided in this article, any person who violates, or who fails, or refuses to comply with, this article shall be liable for a penalty of not more than \$1,000 and six months' imprisonment, or both, for each offense, to be recovered by and in the name of the local Board of Health, or by and in the name of the municipality, and each day's continuance of the violation shall constitute a separate and distinct violation. The Municipal Court shall have jurisdiction to enforce this section. An Animal Control Officer is authorized to seize and impound any potentially dangerous dog whose owner fails to comply with the provisions of N.J.S.A. 4:19-17 et seq., or any rule or regulation adopted pursuant thereto, or a court's order. The Municipal Court may order that the dog so seized and impounded be destroyed in an expeditious and humane manner.

§ 5-1-17. Potentially dangerous dog registration number, tag and license; publicizing of telephone number to report violations.

Each municipality shall:

A. Issue a potentially dangerous dog registration number and red identification tag along with a municipal potentially dangerous dog license upon a demonstration of sufficient evidence by the owner to the Animal Control Officer that he has complied with the court's orders. The last three digits of each potentially dangerous dog registration number issued by a municipality will be the three-number code assigned to that municipality in the regulations promulgated pursuant to N.J.S.A. 4:19-33. The Animal Control Officer shall verify, in writing, compliance to the Municipal Clerk or other official designated to license dogs in the municipality.

B. Publicize a telephone number for reporting violations of this article. This telephone number shall be forwarded to the State of New Jersey Department of Health, and any changes in this number shall be reported immediately to the State of New Jersey Department of Health.

§ 5-1-18. Regulation and control.

No person shall own, keep or harbor a dog in the Borough except in compliance with the provisions of this article and the following regulations:

- A. Wearing of registration. All dogs for which licenses are required by the provisions of this article to be licensed shall wear a collar or harness with the registration tag for such dog securely fastened thereto.

- B. Use of registration tags. No person, except an officer in the performance of his duties, shall remove a registration tag from the collar of any dog without the consent of the owner, nor shall any person attach a registration tag to a dog for which it was not issued.
- C. Interference with official duties. No person shall hinder, molest or interfere with anyone authorized or empowered to perform any duty under this article.
- D. Disturbing the peace. No person shall own, keep, harbor or maintain any dog which habitually barks or cries between the hours of 8:00 p.m. and 8:00 a.m.
- E. Running at large. No person owning, keeping or harboring any dog shall suffer to permit it to run at large outside the premises of the owner unless the dog is restrained by a fence, enclosure or leash or an electronic fence has been installed on the property and an individual at least 12 years of age is present on the premises at all times the dog remains outside.
- F. Leashing of dogs. No person owning, keeping or harboring any dog shall suffer or permit it to be upon the public streets or in any of the public places of the Borough, unless such dog is accompanied by a person over the age of 12 years and is securely confined and controlled by an adequate leash not more than six feet long.
- G. Property damage. No person owning, keeping or harboring a dog shall permit or suffer it to do any injury or to do any damage to any lawn, shrubbery, flowers, grounds or property not belonging to the owner or to cause injury to any livestock, person or domestic animal.
- H. Electronic fences, as defined in § 5-1-1, may be installed on a property. Electronic fences shall comply with the following requirements:
 - (1) Electronic fences installed after September 1, 2004, may be installed no closer to the front property line than the front of the existing structure of the home.
 - (2) Electronic fences are prohibited in the front yards of any property unless they were installed prior to September 1, 2004.
 - (3) Any electronic fences that were properly installed in the front yards of properties as of September 1, 2004, may remain, provided that there are permanent signs next to the driveway and at any sidewalk leading directly to the house indicating that the property has an electronic fence.

§ 5-1-19. Quarantine of dogs and cats.

The Borough Council may, by proclamation, require all dogs and cats to be quarantined during such period in each year as may seem advisable to the Borough Council.

§ 5-1-20. Violations and penalties; appointment of Animal Control Officer and dog catchers.

- A. Penalty. Except as otherwise provided in this article, any person who violates or fails or refuses to comply with this article shall be liable for a penalty of up to \$1,000 and six months imprisonment, or both.
- B. The Borough Council and/or the Board of Health shall have the power to appoint an Animal Control Officer, whose duty it shall be to enforce the provisions of this article. The Borough Council and/or the Board of Health shall also have the power to appoint one or more persons, to be known as "dog-catchers," who may impound unlicensed dogs running at large in violation of the provisions of this article and who shall make a monthly and annual report to the Borough Council.

Article 5-2. Regulating and Licensing of Cats

§ 5-2-1. Definitions.

As used in this article, the following terms shall have the meanings indicated:

ABANDONED

As to a cat means that the cat has an appearance that an owner has forsaken a domesticated cat entirely, or the cat appears to be deprived of care, shelter and support.

ANIMAL

For the purpose of this article, "animal" shall mean "cat."

ANIMAL CONTROL AUTHORITY

Any person or agency designated or certified by the State of New Jersey to enforce the provisions of this article.

CAT

Any member of the domestic feline species, male, female or altered.

A. DOMESTICATED CAT

A cat that is socialized to humans and appears appropriate as a companion for humans as determined by the Animal Control Authority.

B. FERAL CAT

A cat that appears to exist in a wild or untamed state either due to circumstances of birth or conversion to a wild state of a previously domesticated cat after living out of doors for a period of time as determined by the Animal Control Authority.

CAT OF LICENSING AGE

Any cat which has attained the age of seven months, or which possesses a set of permanent teeth.

CATTERY

Any room or group of rooms, cage, or exhibition pen, not part of a kennel, wherein cats for sale or other transfer are kept or displayed.

EARTIPPING

Straight-line cutting of the tip of the left ear of a cat while the cat is anesthetized.

LICENSING AUTHORITY

The agency or department of Hightstown Borough or any designated representative thereof charged with administering the issuance and/or revocation of permits and licenses under the provisions of this article.

NEUTERED

Rendered permanently incapable of reproduction as certified by a licensed veterinarian.

NUISANCE

Conduct by cats that disturbs the peace and threatens the public health by:

- A. Habitually howling crying or screaming; or
- B. Significant destruction, desecration or soiling of property against the wishes of the owner of the property; or
- C. Carrying a zoonotic disease.

OWNER

When applied to the proprietorship of a cat, shall include every person having a right of property (or custody) in such cat and every person who has such cat in his/her keeping or who harbors or maintains a cat, or knowingly permits a cat to remain on or about any premises occupied by that person. Any person that regularly feeds, shelters or cares for a cat shall be deemed the owner of that cat.

PERSON

Any individual, corporation, partnership, organization or institution commonly recognized by law as a unit.

TNR

Trap, neuter, return.

TNR PROGRAM

A program pursuant to which feral and abandoned cats are trapped, neutered or spayed, vaccinated against rabies and returned to the location where they congregate.

ZOONOTIC DISEASE

Those diseases transmittable to humans from animals, including parasitic, bacterial, fungal and viral diseases.

§ 5-2-2. Responsibility of owners of domesticated cats.

- A. Owners of domesticated cats shall provide appropriate and adequate food, water and shelter for their cat.
- B. Owners of domesticated cats shall license each cat. Vaccination against rabies is required for licensing.
- C. The owner of a domesticated cat violates this section if the cat creates a nuisance.
- D. The owner of a sexually intact (not spayed or neutered) domesticated cat shall not permit the cat to roam unsupervised off the property of the owner.
- E. An owner shall not abandon a domesticated cat.

§ 5-2-3. Responsibility of property owners.

- A. The owner of real property shall spay/neuter and license any domestic cat the property owner permits to wander unsupervised on and off his/her property.
- B. The owner of real property shall not allow sexually intact (not spayed or neutered) feral cats to congregate on his/her property.
- C. The owner of real property violates this section if a cat on his/her property creates a nuisance.
- D. Only an Animal Control Officer, the ASPCA, or volunteers of TNR programs are authorized to trap cats anywhere in the Borough. A property owner may trap on his/her own property using a trap approved by the Animal Control Officer. It is a violation of this section for any unauthorized person to trap cats.

§ 5-2-4. Rabies vaccination of cats.

- A. Vaccination and license requirements. No person shall own, keep, harbor, or maintain any cat over seven months of age within Hightstown Borough, unless such cat is vaccinated and licensed. The provisions of this section do not apply to cats held in a cattery, or those held by a state or federal licensed research facility, or a veterinary establishment where cats are received or kept for diagnostic, medical, surgical, or other treatments, or licensed animal shelters, pounds, kennels, or pet shops.
- B. Vaccination. All cats shall be vaccinated against rabies by a licensed veterinarian in accordance with the latest "Compendium of Animals Vaccine and Recommendations for Immunization" published by the National Association of State Public Health Veterinarians, except as provided for in Subsection **D**.

- C. Vaccination certificate. A certificate of vaccination shall be issued to the owner of each animal vaccinated on a form recommended by the state.
- D. Exemptions. Any cat may be exempted from the requirements of such vaccination for a specified period of time by the local Board of Health, upon presentation of a veterinarian's certificate stating that because of an infirmity or other physical condition, or regimen of therapy, the inoculation of such cat shall be deemed inadvisable.
- E. Newly Acquired Cats. The owner of any newly acquired cats of vaccination age or of any cat which attains vaccination age, shall have such cat vaccinated within 10 days after such acquisition or age attainment.
- F. Cats Brought into the Borough. Any person who shall bring or cause to be brought into the Borough any cat vaccinated in another State for the current year and bearing an appropriate registration tag and who shall keep such cat or permit such cat to be kept within the Borough for a period of more than 90 days shall, upon the expiration of the ninety-day period, provide proof of current vaccination status to the Board of Health.
- G. Proof of Vaccination. Proof of vaccination shall be produced by any person owning, keeping, maintaining or harboring a cat upon the request of any Board of Health official, Police Officer, Animal Control Officer or other person authorized by the Board of Health or the Borough.

§ 5-2-5. Licensing requirements; fees.

- A. Cats must have license number displayed. Any person who shall own, keep, or harbor a cat of licensing age shall annually apply for and procure from the Borough Clerk or other official designated by the Mayor and Council thereof to license cats in the municipality in which he/she resides a license and official registration tag with license number, or a registration sleeve for each cat so owned, kept, or harbored, and shall place upon such cat a collar or other device with the license number securely fastened or displayed thereto. Acceptable methods of displaying a license number shall include, but are not limited to, breakaway or elastic collars. License tags or sleeves are not transferable.
- B. Time for applying for license. The owner of any newly acquired cat of licensing age, or of any cat which attains licensing age, shall make application for a license tag or sleeve for such cat within 30 days after such acquisition or age attainment. This requirement will not apply to a nonresident keeping a cat within the Borough for no longer than 90 days.
- C. Cats brought into the Borough. Any person who shall bring or cause to be brought into the Borough any cat licensed in another state for the current year, and bearing a registration tag or sleeve, and shall keep the same or permit the same to be kept within the Borough for a period of more than 90 days, shall immediately apply for a license and registration tag or sleeve for each such cat.

- (1) Any person who shall bring or cause to be brought into the Borough any unlicensed cat, not owned by such person, and shall keep same or permit same to be kept within the Borough for a period of more than 30 days, shall immediately apply for a license and registration tag or sleeve for each such cat.
 - (2) The property owner is responsible for the vaccination and licensing of any cat that remains on his/her property for a period of more than 10 days.
- D. Application contents; preservation of information.
- (1) The application shall state the breed, sex, age, color, and markings of the cat for which license and registration are sought, and whether it is of a long- or short-haired variety; also the name, street, and post office address of the owner, and the person who shall keep or harbor such cat. The information on said application and the registration number issued for the cat shall be preserved for a period of three years by the Borough Clerk or other official designated to license cats in the Borough.
 - (2) Applications for licenses for cats which are required to be licensed by the provisions of this article shall be made prior to January 31 each year to the Borough Clerk or other official designated by the Mayor and Council. In all other cases, the application for license shall be made within 30 days of the day upon which the cat in question first becomes subject to the provisions of this article, as set forth more specifically in Subsections **B** and **C**.
- E. License forms and tags. License forms and official tags or sleeves shall be furnished by the Borough and shall be numbered serially, and shall bear the year of issuance and the name of the Borough.
- F. Evidence of inoculation with rabies vaccine or certification of exemption; requirement for license. The Borough Clerk or other official designated by the Mayor and Council to license cats shall not grant any such license and official registration tag or sleeve for any cat unless the owner thereof provides evidence that the cat to be licensed and registered has been inoculated with a rabies vaccine of a type approved by and administered in accordance with the recommendations of the United States Department of Agriculture and the United States Department of Human Services, or has been certified exempt as provided by § 5-2-4 of this article. The rabies inoculation shall be administered by a duly licensed veterinarian, or by such other veterinarian permitted by law to do the same.
- G. License Fee Schedule. A license shall be issued after payment of a fee of \$14 for each cat not neutered and \$10 for each neutered cat. Those family groups which presently possess more than two cats, in accordance with § 5-2-5M, shall not be required to pay total annual fees in excess of \$30 for the licensing of all of the cats, exclusive of any delinquent fees which may apply in accordance with this section. Person who fail to obtain a license as required within the time period specified in this section will be subject to a delinquent fee per license as follows. If application is made:

- (1) During February: \$5.
 - (2) During March: \$10.
 - (3) After March 31: \$15.
- H. Fees, renewals, expiration date of license.
- (1) Expiration Date. Each cat license and registration tag shall expire on December 31 of the calendar year in which it was issued.
 - (2) Licenses from another municipality shall be accepted. The person applying for the license and registration tag and/or sleeve shall pay the fee fixed or authorized. The fee for the renewal of a license and registration tag or sleeve shall be the same as for the original, and the license, registration tag or sleeve and renewal thereof shall expire on December 31 of the calendar year in which it was issued.
 - (3) Only one license and registration tag or sleeve shall be required in the licensing year for any cat in the Borough. Any valid New Jersey license tag or sleeve issued by a New Jersey municipality shall be accepted by the Borough.
- I. Loss of license. If a license tag or sleeve has been misplaced or lost, the Board of Health may issue duplicate license and/or registration sleeve for that particular cat at a fee of \$1.
- J. Proof of licensing. Proof of licensing shall be produced by any person owning, keeping, maintaining, or harboring a cat, upon the request of any Health Official, Police Officer, Animal Control Officer, or other authorized person.
- K. Interfering with persons performing duties under this article. No person shall hinder, molest, or interfere with anyone authorized or empowered to perform any duty under this article.
- L. Disposition of fees collected. License fees and other moneys collected or received under the provisions of this article shall be forwarded to the Finance Department of the Borough, and shall be placed in a special account separate from any of the other accounts of the municipality and shall be used for the following purposes only: collecting, keeping and disposing of cats liable to seizure, for local prevention and control of rabies, including the dissemination of public information, educational programs, providing anti-rabies treatment under the direction of the local Board of Health for any person known or suspected to have been exposed to rabies, and for administering the provisions of this article. The allocation and payment of the license fees and other moneys collected and/or received under the provisions of this article shall be at the sole discretion of the local Board of Health for the above specified purposes. Any unexpended balance remaining in such special account shall be retained until the end of the third fiscal year following, and may be used for any of the purposes set forth in this section. At the end of said third fiscal year following, and at the end of each fiscal year thereafter, there shall be transferred from such special account to

the general funds of the Borough any amount then in such account which is in excess of the total amount paid into the special account during the last two fiscal years next preceding.

- M. Sanitation of Quarters. The quarters where cats are kept shall be kept clean and sanitary under standards generally accepted for the housing, feeding and care of cats by the American Veterinary Medical Association.

§ 5-2-6. Regulation and control.

No person shall own, keep or harbor a cat in the Borough except in compliance with the provisions of this article and the following regulations:

- A. Use of registration tags. No person, except an officer in the performance of his duties, shall remove a registration tag from the collar of any cat without the consent of the owner, nor shall any person attach a registration tag to a cat for which it was not issued.
- B. Interference with official duties. No person shall hinder, molest or interfere with anyone authorized or empowered to perform any duty under this article.
- C. Disturbing the peace. No person shall own, keep, harbor or maintain any cat which habitually cries between the hours of 8:00 p.m. and 8:00 a.m.
- D. Running at large. No person owning, keeping or harboring any cat shall suffer to permit it to run at large outside the premises of the owner.
- E. Nuisance. No person owning, keeping or harboring a cat shall permit or suffer it to do any injury or to do any damage to any lawn, shrubbery, flowers, grounds or property not belonging to the owner or to cause injury to any livestock, person or domestic animal.
- F. No owner of property shall allow unspayed, unvaccinated feral cats to run at large outside the premises of the owner. Vaccination and spaying shall be evidenced by ear-tipping. Farms are exempt from the provisions of this subsection.

§ 5-2-7. Impoundment and destruction of certain cats; fees.

- A. Causes for impounding. The Animal Control Officer may take into custody and impound, or cause to be taken into custody and impounded, any of the following cats:
 - (1) Any unlicensed cat running at large in violation of the provisions of this article.
 - (2) Any cat off the premises of the owner, or the person keeping or harboring such cat, which the Animal Control Officer or his agent has reason to believe is a stray cat.
 - (3) Any cat off the premises of the owner, or the person keeping or harboring such cat, without a current registration tag on its collar.

- (4) Any cat or other animal which is suspected to be rabid or evidences any sign of zoonotic disease.
 - (5) Any feral cat whose vaccination and spay/neuter status is not evidenced by ear tipping.
 - (6) Any cat or other animal off the premises of the owner reported or observed by the Animal Control Officer to be ill, injured or creating a threat to the public health, safety and welfare or otherwise interfering with the enjoyment of property.
 - (7) Any cat which the Animal Control Officer has reasonable cause to believe has attacked a person or caused death or serious bodily injury, as defined in N.J.S.A. 2C:11-1(b), to that person; or has caused bodily injury, as defined in N.J.S.A. 2C:11-1(a), to a person during an unprovoked attack and poses a serious threat of harm to persons or domestic animals.
- B. Access to premises. Any officer or agent authorized or empowered to perform any duty under this article is hereby authorized to go upon any premises to seize for impounding any cat which he may lawfully seize and impound when such officer is in immediate pursuit of such cat, except upon the premises of the owner of the cat if the owner is present and forbids it.
- C. Notice of seizure.
- (1) If any cat so impounded or seized wears a registration tag, collar or harness having inscribed thereon or attached thereto the name and address of any person, or if the owner of or the person keeping or harboring the cat is known, the Animal Control Officer shall immediately serve on the person whose address is given on the collar, or on the person owning, keeping or harboring the cat, a notice, in writing, stating that the cat has been seized and will be liable to be disposed of or destroyed if not claimed within seven days after service of the notice.
 - (2) A notice under this subsection may be served either by delivering it to the person on whom it is to be served or by leaving it at the person's usual or last known place of abode or at the address given on the collar, or by forwarding it by mail in a prepaid letter addressed to that person at his usual or last known place of abode or to the address given on the collar.
- D. Disposition of unclaimed cats. The Animal Control Officer or his authorized representative, including an authorized kennel, is empowered to cause the destruction, in as humane a manner as possible, of any cat or other animal seized by him or otherwise coming into his possession, under any of the following circumstances:
- (1) When any cat or other animal has not been claimed by the person owning, keeping or harboring same within seven days after notice or within seven days of the animal's detention when notice cannot be given to the person owning, keeping or harboring the

cat or other animal in accordance with Subsection C and the administrative fee as provided in Subsection E has not been paid.

- (2) When any cat is unlicensed at the time it is seized or otherwise comes into the possession of the Animal Control Officer, and the person owning, keeping or harboring such cat has not produced a current license and registration tag as provided in this article.

E. Administrative & Impound Shelter Services fee. In order for a cat or other animal to be returned to the person owning, keeping or harboring same, when the cat or other animal has been seized by or otherwise comes into the possession of the Animal Control Officer, there must be paid an administrative fee, which is hereby established. This fee shall be exclusive of any charges or fees of a kennel for the custody, care, maintenance, control or disposal of the cat or other animal. The administrative fee shall be payable to the Borough in the following manner:

- (1) The administrative fee for the return of a cat or other animal shall be \$60 per animal. The shelter services fee shall be \$75 if the animal is redeemed by its owner within 24 hours from entering the facility. If the animal is not redeemed by its owner within 24 hours, the shelter service fee shall be \$250 per animal.
- (2) If the cat or other animal is redeemed from the impounding shelter by the person owning, keeping, or harboring the animal, the Borough of Hightstown will mail, via certified mail, the resident a bill consisting of the administrative fee of \$60, plus the shelter service fee of either \$75 or \$250, depending on the animals' length of stay at the facility. This bill shall be payable within 15 days of the date of the certified mailing, or else the Borough Code Enforcement Officer will issue a summons for failure to pay the fee.

§ 5-2-8. Violations and penalties.

Except as otherwise provided in this article, any person who violates, or who fails, or refuses to comply with, this article shall be liable for a penalty of not more than \$1,000 and six months' imprisonment, or both, for each offense, to be recovered by and in the name of the local Board of Health, or by and in the name of the municipality, and each day's continuance of the violation shall constitute a separate and distinct violation.

Article 5-3. Sale of Dogs and Cats from Pet Shops

§ 5-3-1. Definitions.

As used in this article, the following terms shall have the meanings indicated:

ANIMAL CARE FACILITY

An animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission and practice is, in whole, or significant part, the rescue and placement of animals in permanent homes or rescue organizations.

ANIMAL RESCUE ORGANIZATION

Any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue and placement of animals in permanent homes. The organization shall be registered with New Jersey Department of Health as an Animal Welfare Agency.

CAT

A member of the species of domestic cat, *Felis catus*.

DOG

A member of the species of domestic dog, *Canis familiaris*.

OFFER FOR SALE

To sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away or otherwise dispose of a dog or cat.

PET SHOP

A retail establishment where dogs and cats are sold exchanged, bartered or offered for sale as pet animals to the general public at retail. Such definition shall not include an animal care facility or animal rescue organization, as defined herein.

§ 5-3-2. Restrictions on sale of dogs and cats.

- A. A pet shop may offer for sale only those dogs and cats that the pet shop has obtained from or displays in cooperation with:
 - (1) An animal care facility; or
 - (2) An animal rescue organization.
- B. A pet shop shall not offer for sale a dog or cat that is younger than eight weeks old.

Section 3. That the provisions currently contained within Article 5-3 of the Borough Code, entitled "Disposal of Pet Waste," shall now be included in and referenced as Article 5-4, to be entitled "Disposal of Pet Waste."

Section 4. That the provisions currently contained within Article 5-4 of the Borough Code, entitled "Farm Animals and Fowl," shall now be included in and referenced as Article 5-5, to be entitled "Farm Animals and Fowl."

Section 35. That this Ordinance shall become effective immediately upon final passage and publication in accordance with the law.

Section 46. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 57. That, in the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2022-10

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, *N.J.S. 40A: 4-45.1 et seq.*, provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, *N.J.S.A. 40A: 4-45.15a* provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Mayor and Council of the Borough of Hightstown in the County of Mercer finds it advisable and necessary to increase its CY 2022 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Mayor and Council hereby determine that a 1.0% increase in the budget for said year, amounting to \$60,623.08 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Mayor and Council hereby determine that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Mayor and Council of the Borough of Hightstown, in the County of Mercer, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2022 budget year, the final appropriations of the Borough of Hightstown shall, in accordance with this ordinance and *N.J.S.A. 40A: 4-45.14*, be increased by 3.5%, amounting to \$212,180.78, and that the CY 2022 municipal budget for the Borough of Hightstown be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, be filed with said Director within 5 days after such adoption.

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2022-11

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

**BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO
VARIOUS ROADS IN AND BY THE BOROUGH OF HIGHTSTOWN, IN
THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING
\$1,150,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF
\$650,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART
OF THE COST THEREOF.**

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$1,150,000, including a grant in the amount of \$500,000 expected to be received from the State of New Jersey Department of Transportation (the "State Grant"). Pursuant to N.J.S.A. 40A:2-11(c), no down payment is provided for the costs of the project since the project is being partially funded by the State Grant.

Section 2. In order to finance the cost of the improvement not covered by the State Grant, negotiable bonds are hereby authorized to be issued in the principal amount of \$650,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is improvements to Orchard Avenue, Clover Lane and South Main Street, including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director

of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$650,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$155,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or if other than as referred to in Section 1 hereof, to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2022-12

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

BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO THE WATER-SEWER UTILITY IN AND BY THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$380,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$380,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough"). For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$380,000. Pursuant to N.J.S.A. 40A:2-11(c), no down payment is provided for the costs of the improvement since the project described in Section 3(a) hereof is expected to be funded through the New Jersey Infrastructure Bank.

Section 2. In order to finance the cost of the improvement or purpose, negotiable bonds are hereby authorized to be issued in the principal amount of \$380,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is water-sewer utility improvements to Orchard Avenue, Clover Lane and South Main Street, including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be

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

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

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

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey.

Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$380,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$55,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final

adoption, as provided by the Local Bond Law.

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Resolution 2022-99

*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 \$82,650.80 from the following accounts:

Current		\$53,093.19	
W/S Operating		22,716.21	
General Capital		575.40	
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>6,266.00</u>	
Total		<u>\$82,650.80</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 May 16, 2022.

Margaret Riggio
Borough Clerk

\$ 6,230.29

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	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	1099 Excl
ADORA005 ADORAMA INC.											
	22-00158	02/15/22	CAMERAS								
			1 RICOH THETA SC2 360 DEG	296.95	2-01-25-256-002-199	B MISCELLANEOUS	R	02/15/22	05/11/22	30801752	N
			2 OLYMPUS TG-6 12MP DIGITAL	429.00	2-01-25-256-002-199	B MISCELLANEOUS	R	02/15/22	05/11/22	30801752	N
				725.95							
			Vendor Total:	725.95							
APRUZ005 APRUZZESE, MCDERMOTT, MASTRO &											
	22-00479	04/27/22	MAR 2022 LABOR INV 227749								
			1 MAR 2022 LABOR INV 227749	3,589.00	2-01-20-155-001-031	B Labor,Personnel & Union Council	R	04/27/22	05/11/22	227749	N
			Vendor Total:	3,589.00							
A0025 AT&T MOBILITY											
	22-00512	05/04/22	INV 287298218043X04282022								
			1 INV 287298218043X04282022 FIRE	138.08	2-01-25-256-002-094	B Computer Service,Support & Software	R	05/04/22	05/11/22	x04282022	N
			2 INV 287298218043X04282022 HPD	388.68	2-01-31-440-001-079	B Telephone-VERIZON WIRELESS	R	05/04/22	05/11/22	x04282022	N
			3 INV 287298218043X04282022 WTP	169.88	2-09-55-501-003-545	B Telephone-w/S-VERIZON	R	05/04/22	05/11/22	x04282022	N
			4 INV287298218043X04282022 AWWTP	103.14	2-09-55-501-003-545	B Telephone-w/S-VERIZON	R	05/04/22	05/11/22	x04282022	N
			5 INV 287298218043X04282022 DPW	207.67	2-01-31-440-001-079	B Telephone-VERIZON WIRELESS	R	05/04/22	05/11/22	x04282022	N
				1,007.45							
			Vendor Total:	1,007.45							
AUTOM005 AUTOMATIC COMMUNICATIONS ALARM											
	22-00485	05/02/22	INVOICE #1918								
			1 FOR THE PERIOD 6/1/22-5/31/23	364.00	2-09-55-501-002-517	B Maint. Contracts - Office	R	05/02/22	05/11/22	1918	N
			Vendor Total:	364.00							
C0058 CINTAS CORPORATION #061											
	22-00513	05/05/22	UNIFORM ADVANTAGE APRIL 2022								
			1 INV 4115265071 4/1/22	47.06	2-09-55-501-002-507	B Uniforms & Safety Equipment	R	05/05/22	05/11/22	4115265071	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	Excl
C0058	CINTAS CORPORATION #061	Continued										
22-00513	05/05/22	UNIFORM ADVANTAGE	APRIL 2022	Continued								
2 INV	4115949127	4/8/22	47.06	2-09-55-501-002-507	B Uniforms & Safety Equipment	R	05/05/22	05/11/22		4115949127	N	
3 INV	4116650210	4/15/22	47.06	2-09-55-501-002-507	B Uniforms & Safety Equipment	R	05/05/22	05/11/22		4116650210	N	
4 INV	4117319432	4/22/22	49.64	2-09-55-501-002-507	B Uniforms & Safety Equipment	R	05/05/22	05/11/22		4117319432	N	
5 INV	4118004793	4/29/22	49.64	2-09-55-501-002-507	B Uniforms & Safety Equipment	R	05/05/22	05/11/22		4118004793	N	
			240.46									
Vendor Total:			240.46									
CLARK005	CLARKE CATON HINTZ											
22-00482	04/27/22	INVOICE#82817; MTG W/ APPLICAN										
1 INVOICE#82817;MTG W/ APPLICANT	584.50	2022-01		P 105 Main St - Concept Plan	R	04/27/22	05/11/22		82817	N		
22-00497	05/02/22	#83054; Review of Site Plan										
1 #83054; Review of Site Plan	1,090.00	2022-02		P PEDDIE SOLAR & PARKING LOT	R	05/02/22	05/11/22		83054	N		
Vendor Total:			1,674.50									
COMCA005	COMCAST BUSINESS											
22-00537	05/09/22	8499 05 243 0036659 OFC 1										
1 8499 05 243 0036659 OFC 1	301.17	2-01-20-140-001-060		B Internet Services and Web Services	R	05/09/22	05/11/22		MAY 2022	N		
Vendor Total:			301.17									
C0087	CUSTOM BANDAG, INC											
22-00473	04/25/22	6 TIRES FOR AMBULANCE										
1 TIRES FOR AMBULANCE SIX (6)	946.02	2-01-25-260-001-034		B Vehicle Repair	R	04/25/22	05/11/22		80201589	N		
Vendor Total:			946.02									
C0088	CUSTOM ENVIRONMENTAL TECH, INC											
22-00099	02/02/22	RES 2021-181 ZETA LYTE 2800CH		B								
4 INV 7138 4/25/22	ZETALYTE2800CH	7,062.00	2-09-55-501-002-544	B Zeta Lyte 2800CH-Custom Envir.Tech, Inc.	R	03/22/22	05/11/22		7138	N		
Vendor Total:			7,062.00									

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Exc
DASTI005 DASTI, MURPHY & MCGUCKIN, P.C.											
22-00539	05/09/22 INV 114981	MUNI COURT APPEAL									
1	INV 114981	MUNI COURT APPEAL	297.50	2-01-20-155-001-027	B General Matters	R	05/09/22	05/11/22		114981	N
Vendor Total:			297.50								
E0417 ENVIRONMENTAL EXPRESS											
22-00345	03/25/22	GLUCOSE-GLUTAMIC ACID									
1	GLUCOSE-GLUTAMIC ACID	48.40	2-09-55-501-002-506	B Lab. Equipment & Supplies	R	03/25/22	05/11/22			INV 1000689724	N
2	FREIGHT	16.89	2-09-55-501-002-506	B Lab. Equipment & Supplies	R	03/25/22	05/11/22			100689724	N
		65.29									
Vendor Total:			65.29								
Q0176 EUROFINS QC, LLC											
22-00465	04/21/22	WATER ANALYSIS									
1	INV 6300022351	WATER ANALYSIS	247.50	2-09-55-501-001-532	B Outside Testing/Labs	R	04/21/22	05/11/22		6300022351	N
2	INV 6300022396	WATER ANALYSIS	227.00	2-09-55-501-001-532	B Outside Testing/Labs	R	04/21/22	05/11/22		6300022396	N
		474.50									
Vendor Total:			474.50								
EXTRA005 EXTRA DUTY SOLUTIONS											
22-00480	04/27/22	SPRINGCREST & GLEN HPD 4/18/22									
1	SPRINGCREST & GLEN HPD 4/18/22	575.40	C-04-55-890-000-447	B SPRINGCREST, SPRUCE, GLEN 20-05 sec 20	R	04/27/22	05/11/22			140208	N
Vendor Total:			575.40								
RICZT005 FUTURE SIGNS											
21-01511	12/08/21	POLE BANNERS & RE-HANGS									
1	RE-HANG POLE BANNERS	1,855.00	1-01-20-175-000-028	B Historic District Expenses	R	12/08/21	05/11/22			11222	N
2	HANG NEW POLE BANNERS	795.00	1-01-20-175-000-028	B Historic District Expenses	R	12/08/21	05/11/22			11222	N
		2,650.00									
Vendor Total:			2,650.00								

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type	Description	Enc Date	Date	Date	Invoice	Excl		
GENER015 GENERAL CODE, LLC											
22-00546	05/10/22	SUPPLEMENT NO.1 - 2022									
1 SUPPLEMENT NO.1 - 2022	665.00	2-01-20-140-001-060	B	Internet Services and Web Services	R	05/10/22	05/11/22	PG000028465		N	
Vendor Total:	665.00										
G1077 GEORGE S. COYNE CO., INC.											
22-00002	01/18/22	RES 2020-236 LIME HI-CALC WTP	B								
5 INV 380987 4/19/22 LIME HICALC	1,127.50	2-09-55-501-001-527	B	Calcium Hydroxide - Lime	R	04/01/22	05/11/22	380987		N	
22-00004	01/18/22	RES 2020-234 HYDROFLUOSILIC	B								
5 INV 380988 DATED 4/19/22	950.92	2-09-55-501-001-528	B	Fluorosilic Acid-	R	04/01/22	05/11/22	380988		N	
Vendor Total:	2,078.42										
H 85 HACH CO.											
22-00488	05/02/22	LABORATORY SUPPLIES									
1 1457799 - ASCORBIC ACID	29.77	2-09-55-501-001-506	B	Laboratory Supplies	R	05/02/22	05/11/22	12998902		N	
2 1429099 - ALUVER 3 ALUM REAG	105.73	2-09-55-501-001-506	B	Laboratory Supplies	R	05/02/22	05/11/22	13004356		N	
3 1429449 - BLEACHING REAGENT	31.03	2-09-55-501-001-506	B	Laboratory Supplies	R	05/02/22	05/11/22	13015759		N	
4 2507200 - BUFFER SOLUTION KIT	134.83	2-09-55-501-001-506	B	Laboratory Supplies	R	05/02/22	05/11/22	13012938		N	
	301.36										
Vendor Total:	301.36										
U0013 HD SUPPLY FACILITIES MAINT LTD											
22-00344	03/25/22	DETERGENT/RICCA-POTASSIUM									
1 DETERGENT 8 LOW FOAMING	107.00	2-09-55-501-002-506	B	Lab. Equipment & Supplies	R	03/25/22	05/11/22	INV 924670		N	
2 RICCA-POTASSIUM ANTIMONYL	55.54	2-09-55-501-002-506	B	Lab. Equipment & Supplies	R	03/25/22	05/11/22	INV 939745		N	
3 FREIGHT	12.79	2-09-55-501-002-506	B	Lab. Equipment & Supplies	R	03/25/22	05/11/22	INV 924670		N	
	175.33										
Vendor Total:	175.33										
H0048 HIGHTS REALTY LLC											
22-00466	04/22/22	MAY 2022 HPD RENT W/ADJUSTMENT									
1 MAY 2022 HPD RENT	4,808.76	2-01-26-310-001-025	B	Building Rental	R	04/22/22	05/11/22	MAY 2022		N	
2 FEB 2022 HPD RENT ADJUSTMENT	93.38	2-01-26-310-001-025	B	Building Rental	R	04/22/22	05/11/22	FEB 2022 ADJ		N	

[illegible]

[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	Date	Invoice	Excl			
REDAR005	RED ARROW TECHNOLOGIES, LLC	Continued												
22-00542	05/10/22	VOIP SVCS APRIL 2022												
1	VOIP SVCS APRIL 2022	HFD 9812	114.21	2-01-31-440-001-085	B Telephone-Block Line Systems, LLC LSI	R	05/10/22	05/11/22		9812		N		
2	VOIP SVCS APRIL 2022	MAIN OFC	470.69	2-01-31-440-001-085	B Telephone-Block Line Systems, LLC LSI	R	05/10/22	05/11/22		9813		N		
3	VOIP SVCS APRIL 2022	AWWTP	170.43	2-09-55-501-003-548	B Telephone-	R	05/10/22	05/11/22		9821		N		
4	VOIP SVCS APRIL 2022	HPD 9821	350.77	2-01-31-440-001-085	B Telephone-Block Line Systems, LLC LSI	R	05/10/22	05/11/22		9821		N		
			1,106.10											
22-00547	05/10/22	MONTHLY SUPPORT MAY 2022												
1	TECH SUPPORT & SERVICES		1,749.63	2-01-20-140-001-094	B Computer Service & Support	R	05/10/22	05/11/22		9917		N		
2	INTERNET & WEB		1,332.51	2-01-20-140-001-060	B Internet Services and Web Services	R	05/10/22	05/11/22		9917		N		
3	TECH SUPPORT/INTERNET/WEB		653.89	2-09-55-501-002-530	B Computer Software/Maint/Equip	R	05/10/22	05/11/22		9917		N		
4	TECH SUPPORT/INTERNET/WEB		287.95	2-09-55-501-001-530	B Computer Software/Maint/Equip	R	05/10/22	05/11/22		9917		N		
			4,023.98											
22-00550	05/11/22	SONIC WALL UPGRADE												
1	SONIC WALL UPGRADE		2,700.00	2-01-20-140-001-054	B Computer/Printers-Hardware & Software	R	05/11/22	05/11/22		10068		N		
2	ONSITE SUPPORT		200.00	2-01-20-140-001-054	B Computer/Printers-Hardware & Software	R	05/11/22	05/11/22		10068		N		
			2,900.00											
Vendor Total:			13,371.47											
R0077	ROBERTS ENGINEERING GRP LLC													
22-00493	05/02/22	#5860;Review App #PB2022-03												
1	#5860;Review App #PB2022-03		462.50	2022-03	P Wilson Ave minor subdivision	R	05/02/22	05/11/22		5860		N		
22-00494	05/02/22	Resolution Compliance												
1	#5774;Resolution Compliance		2,617.50	2022-02	P PEDDIE SOLAR & PARKING LOT	R	05/02/22	05/11/22		5774		N		
2	#5859;Resolution Compliance		320.00	2022-02	P PEDDIE SOLAR & PARKING LOT	R	05/02/22	05/11/22		5859		N		
			2,937.50											
22-00495	05/02/22	#5858; Dwg Review & Inspection												
1	#5858; Dwg Review & Inspection		380.00	2019-06IF	P Swig Arts Center Expansion	R	05/02/22	05/11/22		5858		N		
22-00551	05/11/22	Attend Planning Board meetings												
1	INV 5770 AFFORDABLE HOUSING		3,086.25	2-01-21-180-001-108	B COAH Planning	R	05/11/22	05/11/22		5770		N		
2	INV 5769 ENGINEER GENERAL		400.00	2-01-21-180-001-106	B Planning Board Engineer-General	R	05/11/22	05/11/22		5769		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	
R0077	ROBERTS ENGINEERING GRP LLC	Continued										
22-00551	05/11/22	Attend Planning Board meetings	Continued									
3 INV 5854	ENGINEER GENERAL	120.00	2-01-21-180-001-106	B	Planning Board Engineer-General	R	05/11/22	05/11/22		5854	N	
		3,606.25										
	Vendor Total:	7,386.25										
S0002	SAFETY-KLEEN SYSTEMS, INC											
22-00310	03/17/22	PARTS CLEANER SERVICE										
1 INV 88299547	- PARTS CLEANER	295.00	2-01-26-290-001-034	B	Motor Vehicle Parts & Access.	R	03/17/22	05/11/22		88299547	N	
	Vendor Total:	295.00										
M0254	SF MOBILE-VISION, INC											
21-01547	12/16/21	EXTEND MAINTENANCE AGREEMENT										
1 EXTEND MAINTENANCE AGREEMENT		4,320.00	1-01-25-240-001-029	B	Maint. Contracts - Other	R	12/16/21	05/11/22		46724	N	
	Vendor Total:	4,320.00										
S0152	SOCKLER REALTY SVCS GROUP, INC.											
22-00504	05/04/22	APPRAISAL REPORT 148 N MAIN ST										
1 APPRAISAL REPORT 148 N MAIN ST		3,500.00	2-01-20-150-001-198	B	Tax Appraisal	R	05/04/22	05/11/22		M3-22-070	N	
	Vendor Total:	3,500.00										
BLOCK005	TELESYSTEM											
22-00514	05/05/22	INV 738135 APRIL 2022										
1 INV 738135	APRIL 2022	1,170.63	2-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSI	R	05/05/22	05/11/22		738135	N	
	Vendor Total:	1,170.63										
T0061	TOWNSHIP OF ROBBINSVILLE DPW											
22-00515	05/06/22	HPD VEHICLE MAINTENANCE										
1 HPD VEHICLE MAINTENANCE		74.28	2-01-43-515-001-170	B	Mechanic Services	R	05/06/22	05/11/22		4769	N	
2 HPD VEHICLE MAINTENANCE		2,133.93	2-01-43-515-001-170	B	Mechanic Services	R	05/06/22	05/11/22		4918	N	
3 HPD VEHICLE MAINTENANCE		119.10	2-01-43-515-001-170	B	Mechanic Services	R	05/06/22	05/11/22		4937	N	
4 HPD VEHICLE MAINTENANCE		352.36	2-01-43-515-001-170	B	Mechanic Services	R	05/06/22	05/11/22		4938	N	
5 HPD VEHICLE MAINTENANCE		458.86	2-01-43-515-001-170	B	Mechanic Services	R	05/06/22	05/11/22		4939	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	
T0061 TOWNSHIP OF ROBBINSVILLE DPW Continued											
22-00515	05/06/22	HPD VEHICLE MAINTENANCE	Continued								
6		HPD VEHICLE MAINTENANCE	354.57	2-01-43-515-001-170	B	Mechanic Services	R	05/06/22	05/11/22	4940 N	
7		HPD VEHICLE MAINTENANCE	412.30	2-01-43-515-001-170	B	Mechanic Services	R	05/06/22	05/11/22	4941 N	
8		HPD VEHICLE MAINTENANCE	366.94	2-01-43-515-001-170	B	Mechanic Services	R	05/06/22	05/11/22	4942 N	
9		HPD VEHICLE MAINTENANCE	219.23	2-01-43-515-001-170	B	Mechanic Services	R	05/06/22	05/11/22	4943 N	
10		HPD VEHICLE MAINTENANCE	102.15	2-01-43-515-001-170	B	Mechanic Services	R	05/06/22	05/11/22	4944 N	
11		HPD VEHICLE MAINTENANCE	102.15	2-01-43-515-001-170	B	Mechanic Services	R	05/06/22	05/11/22	4945 N	
12		HPD VEHICLE MAINTENANCE	259.98	2-01-43-515-001-170	B	Mechanic Services	R	05/06/22	05/11/22	4946 N	
13		HPD VEHICLE MAINTENANCE	200.95	2-01-43-515-001-170	B	Mechanic Services	R	05/06/22	05/11/22	4950 N	
14		HPD VEHICLE MAINTENANCE	110.49	2-01-43-515-001-170	B	Mechanic Services	R	05/06/22	05/11/22	4951 N	
			5,267.29								
Vendor Total:			5,267.29								
TRIST015 TRI-STATE BATTERY & ALTERNATOR											
22-00369	04/01/22	DOMINATOR GEL B FOR GOLF CART									
1		DOMINATOR GEL B FOR GOLF CART	2,416.74	2-09-55-501-002-502	B	Vehicle Maintenance	R	04/01/22	05/11/22	INV11-776360 N	
2		CORE CHARGE	135.00	2-09-55-501-002-502	B	Vehicle Maintenance	R	04/01/22	05/11/22	INV11-776360 N	
3		CORE RETURN	135.00	2-09-55-501-002-502	B	Vehicle Maintenance	R	04/18/22	05/11/22	CM11-2279932 N	
			2,416.74								
Vendor Total:			2,416.74								
T1886 TWINCO SUPPLY CO., INC											
22-00472	04/25/22	UNRINAL SCREENS/TRASH BAGS									
1		D62300 - FLAT URINAL SCREENS	46.48	2-01-20-125-001-035	B	Paper Products/Janitorial	R	04/25/22	05/11/22	025300 00 N	
2		L48225 - 40 X 48 BLACK TRASH	394.90	2-01-20-125-001-035	B	Paper Products/Janitorial	R	04/25/22	05/11/22	025300 00 N	
3		S243306B - 24 X 33 BLACK TRASH	183.95	2-01-20-125-001-035	B	Paper Products/Janitorial	R	04/25/22	05/11/22	025300 00 N	
			625.33								
Vendor Total:			625.33								
V0275 V.E. RALPH & SON, INC.											
22-00243	03/03/22	MEDICAL SUPPLIES & EQUIPMENT									
1		OB KITS	63.00	2-01-25-260-001-136	B	Medical Supplies	R	03/03/22	05/11/22	435638 N	
2		STIFNECK PEDI-SELECT	20.85	2-01-25-260-001-136	B	Medical Supplies	R	03/03/22	05/11/22	433403 N	
3		BERMAN AIRWAY 110MM	2.40	2-01-25-260-001-136	B	Medical Supplies	R	03/03/22	05/11/22	433403 N	

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 Date Date Date
V0275	V.E. RALPH & SON, INC.
Continued	
22-00243	03/03/22 MEDICAL SUPPLIES & EQUIPMENT Continued
4 NASO AIRWAY 26 FR	3.09 2-01-25-260-001-136 B Medical Supplies R 03/03/22 05/11/22 433403 N
5 NASO AIRWAY 28 FR	9.27 2-01-25-260-001-136 B Medical Supplies R 03/03/22 05/11/22 433403 N
6 NASO AIRWAY 30 FR	3.09 2-01-25-260-001-136 B Medical Supplies R 03/03/22 05/11/22 433403 N
7 NASO AIRWAY 34 FR	3.09 2-01-25-260-001-136 B Medical Supplies R 03/03/22 05/11/22 433403 N
8 SUCTION TUBING 6FT 6MM	3.30 2-01-25-260-001-136 B Medical Supplies R 03/03/22 05/11/22 433403 N
9 PED NON-REBREATHING MASK	13.75 2-01-25-260-001-136 B Medical Supplies R 03/03/22 05/11/22 433403 N
10 ADULT NON-REBREATHING MASK	8.75 2-01-25-260-001-136 B Medical Supplies R 03/03/22 05/11/22 433403 N
11 INFANT NON-REBREATHING MASK	9.58 2-01-25-260-001-136 B Medical Supplies R 03/03/22 05/11/22 433403 N
12 MADA O2 REGULATOR 0-25LPM	198.00 2-01-25-260-001-080 B Medical Equipment R 03/03/22 05/11/22 433403 N
13 ACTISPLINT ROLLED 4.25"x36"	41.70 2-01-25-260-001-136 B Medical Supplies R 03/03/22 05/11/22 433403 N
14 1200 CC SUCTION CANISTER	43.50 2-01-25-260-001-136 B Medical Supplies R 03/03/22 05/11/22 433403 N
15 YANKAUER TIP & TUBE NON-VENTED	4.95 2-01-25-260-001-136 B Medical Supplies R 03/03/22 05/11/22 433403 N
16 STIFNECK SELECT COLLAR	63.60 2-01-25-260-001-136 B Medical Supplies R 03/03/22 05/11/22 433403 N
17 HEPA FILTERS	47.90 2-01-25-260-001-136 B Medical Supplies R 03/04/22 05/11/22 433403 N
	539.82
Vendor Total:	539.82
V0290	VITAL COMMUNICATIONS INC.
22-00064	01/27/22 MOD IV UPDATE REQUIRED FOR TAX
1 MOD IV UPDATE REQUIRED FOR TAX	100.00 2-01-20-145-001-023 B Tax Bill/Notice Printing R 01/27/22 05/11/22 VITCT0000627 N
Vendor Total:	100.00
W0002	W.B. MASON CO., INC.
22-00484	05/02/22 APRIL 2022 OFFICE SUPPLIES
1 CENTRAL OFFICE SUPPLIES	817.02 2-01-20-125-001-036 B Office Supplies R 05/02/22 05/11/22 229355897 N
2 WATER PLANT OFFICE SUPPLIES	45.27 2-09-55-501-001-509 B Office Supplies/Downtown R 05/02/22 05/11/22 229355897 N
3 AWWTP OFFICE SUPPLIES	18.84 2-09-55-501-002-509 B Office Supplies - Admin. R 05/02/22 05/11/22 229355897 N
4 JANITORIAL SUPPLIES	26.46 2-01-20-125-001-035 B Paper Products/Janitorial R 05/02/22 05/11/22 229355897 N
5 FIRE INSPECTION OFFICE SUPPLY	27.71 2-01-20-125-001-035 B Paper Products/Janitorial R 05/02/22 05/11/22 229355897 N
	935.30
Vendor Total:	935.30

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
Z0106	ZEP SALES & SERVICE										
22-00082	01/31/22	ZEP SEWER AID 40LBS PAIL									
1	ZEP SEWER AID 40LBS PAIL	1,338.30	2-09-55-501-002-534		B Sewer Aid	R	01/31/22	05/11/22		9007298951	N
2	ZEP SEWER AID 40LBS PAIL	58.90	2-09-55-501-002-534		B Sewer Aid	R	01/31/22	05/11/22		9007298951	N
		1,397.20									
22-00402	04/07/22	CITRUS CLEANER/ZEP									
1	CITRUS CLEANER 4 GALLONS	159.34	2-09-55-501-002-535		B Chemicals Miscellaneous	R	04/07/22	05/11/22		9007328402	N
2	ZEP 777	590.68	2-09-55-501-002-535		B Chemicals Miscellaneous	R	04/07/22	05/11/22		9007328401	N
3	SHIPPING	58.90	2-09-55-501-002-535		B Chemicals Miscellaneous	R	04/22/22	05/11/22		9007328401	N
		808.92									
Vendor Total:		2,206.12									

Total Purchase Orders:	53	Total P.O. Line Items:	148	Total List Amount:	76,420.51	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	11,220.00	0.00	11,220.00	0.00	0.00	0.00	11,220.00
CURRENT FUND	2-01	39,599.46	0.00	39,599.46	0.00	0.00	0.00	39,599.46
	2-09	18,759.65	0.00	18,759.65	0.00	0.00	0.00	18,759.65
	2-21	0.00	0.00	0.00	0.00	0.00	6,266.00	6,266.00
Year Total:		58,359.11	0.00	58,359.11	0.00	0.00	6,266.00	64,625.11
GENERAL CAPITAL	C-04	575.40	0.00	575.40	0.00	0.00	0.00	575.40
Total of All Funds:		70,154.51	0.00	70,154.51	0.00	0.00	6,266.00	76,420.51

Project Description	Project No.	Rcvd Total	Held Total	Project Total
Swig Arts Center Expansion	2019-06IF	380.00	0.00	380.00
105 Main St - Concept Plan	2022-01	584.50	0.00	584.50
PEDDIE SOLAR & PARKING LOT	2022-02	4,126.50	0.00	4,126.50
Wilson Ave minor subdivision	2022-03	462.50	0.00	462.50
Site Plan Application #2020-01	3PRCLLC	712.50	0.00	712.50
Total of All Projects:		<u>6,266.00</u>	<u>0.00</u>	<u>6,266.00</u>

Resolution 2022-100

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

RATIFYING THE MEMORANDUM OF AGREEMENT WITH THE HIGHTSTOWN MEMBERS OF LOCAL 32 OF THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION AFL-CIO – WHITE COLLAR UNIT FOR THE YEARS 2022, 2023, 2024 & 2025, AND AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT RELATING THERETO

WHEREAS, the Borough of Hightstown and the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – White Collar Unit have negotiated a Memorandum of Agreement for the years 2022, 2023, 2024 and 2025; and

WHEREAS, a copy of the Memorandum of Agreement is attached hereto and made a part hereof; and

WHEREAS, the Memorandum of Agreement has been reviewed by all parties and ratified by the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – White Collar Unit; and

WHEREAS, it is the desire of the Mayor and Council that it be approved, ratified and executed by the appropriate representatives of the Borough; and

WHEREAS, it is also the desire of the Mayor and Council to authorize the appropriate Borough Officials to execute a new Collective Bargaining Agreement (“CBA”) with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – White Collar Unit for the years 2022, 2023, 2024 and 2025, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.

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

1. That the attached Memorandum of Agreement with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – White Collar Unit for the years 2022, 2023, 2024 and 2025, which agreement is on file in the Borough Clerk’s office, is hereby approved and ratified.
2. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, a new CBA with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – White Collar Unit for the years 2022, 2023, 2024 and 2025, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Hightstown Local 32 of the Office and Professional Employees International Union AFL-CIO – White Collar Unit;
 - b. Robert Merryman, Labor Counsel

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 16, 2020.

Margaret Riggio
Borough Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
THE BOROUGH OF HIGHTSTOWN AND OPEIU
LOCAL 32, Blue and White Collar Units**

Representatives of OPEIU Local 32 (Blue and White Collar Units) and the Borough of Hightstown agree to recommend the following modifications to the collective negotiations agreements with a term from January 1, 2019 through December 31, 2021:

Duration for new agreement – 4 years – January 1, 2022 through December 31, 2025.

Article VII. Discipline (Both units)

C. Revise to read as follows:

"Employees may request an interview with the Borough Administrator whenever disciplined."

Article IX. Hours of Work

D. 3 Change word "draft" to "shift" (Blue Collar)

D.(White Collar) Add language at end of first sentence ".... of forty hours."

K. 1. (White collar) change last three words to "straight time hourly rate."

M. (Blue Collar) Revise to read as follows:

"Employees working beyond their normally scheduled workweek of forty (40) hours per week will be compensated at the overtime rate."

Article X Salaries and Wages (both units)

D. 3. Change to read as follows:

"The Borough also has the discretion to increase an employee's salary to a higher salary within the Borough's salary scale based upon the performance of the employee."

Wages

Employees in both bargaining units will receive wage increases as follows:

Retroactive to January 1, 2022	-	3%
January 1, 2023	-	3%
January 1, 2024	-	3%
January 1, 2025	-	3%

Article X. E. (Blue Collar)

The stipend for the first license will be increased to \$2500 and increased to \$1500 for each additional license up to a cap of \$7,000.

Article X, Section F. (Blue Collar)

The on-call stipend will be increased to \$100 effective upon the date of ratification of the new collective negotiations agreement.

Article XII Vacations (Both units)

A. Add new provision:

Bargaining unit members will receive an additional five (5) days of vacation for employees after 25 years of employment with the Borough.

F. Change to read as follows:

“ An employee who terminates his employment with the Borough, or whose employment is terminated by the Borough, shall be entitled to be paid for vacation time accrued during that calendar year but not yet taken, on a pro-rata basis. However, any such employee shall forfeit his right to such monies if he or she fails to provide two (2) weeks advance written notice to his/her department head of the resignation or is terminated for cause. ”

Article XV. Sick Leave

J. Delete entire provision.

Article XVIII. Injury Leave (Blue Collar unit)

D. In second sentence change the word “may” to “shall” .

Article XXI. Union Leave (both units)

Add words “in writing” after word “notice” in the second sentence.

Article XXII Leave of Absence Without Pay (both units)

- A. Add word "Administrator" after "Borough" in the first sentence.
- D. Change the words "respective Department Head" to "Borough Administrator"

Article XXVI Bulletin Board (both units)

- C. change the word "may" to "shall"

Article XXX. Layoff and Recall (both units)

- C 1. Replace the words "has a right to consider relocating" to "may apply for"

Article XXXVII Duration (Both units)

Add language at end of second paragraph:

"However, all salaries shall remain frozen from the date of expiration of this agreement until a new collective negotiations agreement is approved and ratified."

The complete agreement is subject to ratification by the OPEIU Blue and White Collar Bargaining Units and approval by the Borough's governing body.

FOR OPEIU Local 32

Blue and White Collar Units


Enrique Martinez

4/26/2022

FOR BOROUGH OF HIGHTSTOWN


Dimitri Musing, Borough Administrator

4/26/22

AGREEMENT
between
BOROUGH OF HIGHTSTOWN,
COUNTY OF MERCER
and
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION AFL-CIO, LOCAL 32
(White Collar Unit)

JANUARY 1, 2022 through DECEMBER 31, 2025

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I	
RECOGNITION.....	1
ARTICLE II	
MANAGEMENT RIGHTS.....	1
ARTICLE III	
RULES AND REGULATIONS.....	2
ARTICLE IV	
NON-DISCRIMINATION.....	3
ARTICLE V	
MAINTENANCE OF WORK OPERATIONS.....	3
ARTICLE VI	
GRIEVANCE PROCEDURE.....	4
ARTICLE VII	
DISCIPLINE.....	6
ARTICLE VIII	
DUES DEDUCTION.....	6
ARTICLE IX	
HOURS OF WORK AND OVERTIME.....	8
ARTICLE X	
SALARIES AND WAGES.....	9
ARTICLE XI	
LONGEVITY.....	10
ARTICLE XII	
VACATIONS.....	11
ARTICLE XIII	
HOLIDAYS.....	12
ARTICLE XIV	
PERSONAL DAYS.....	13
ARTICLE XV	
SICK LEAVE.....	14

ARTICLE XVI	
BEREAVEMENT LEAVE.....	15
ARTICLE XVII	
JURY LEAVE.....	15
ARTICLE XVIII	
INJURY LEAVE.....	16
ARTICLE XIX	
FAMILY LEAVE.....	17
ARTICLE XX	
MILITARY LEAVE.....	18
ARTICLE XXI	
UNION LEAVE.....	18
ARTICLE XXII	
LEAVE OF ABSENCE WITHOUT PAY.....	18
ARTICLE XXIII	
ABSENCE WITHOUT LEAVE.....	19
ARTICLE XXIV	
HOSPITAL AND MEDICAL INSURANCE.....	19
ARTICLE XXV	
PERSONNEL FILES.....	20
ARTICLE XXVI	
BULLETIN BOARD.....	20
ARTICLE XXVII	
PROMOTION.....	20
ARTICLE XXVIII	
PROBATIONARY PERIOD.....	21
ARTICLE XXIX	
SENIORITY.....	21
ARTICLE XXX	
LAYOFF AND RECALL.....	22
ARTICLE XXXI	
TRANSFER.....	23
ARTICLE XXXII	
SEPARABILITY AND SAVINGS.....	24

ARTICLE XXXIII	
FULLY BARGAINED AGREEMENT.....	24
ARTICLE XXXIV	
MISCELLANEOUS.....	25
ARTICLE XXXV	
DURATION.....	25

PREAMBLE

THIS AGREEMENT, made and entered into as of this ____ day of _____ 2022 by and between the Borough of Hightstown, in the County of Mercer, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "Borough") and Office & Professional Employees International Union, AFL-CIO, Local 32 (White Collar Unit), a labor organization (hereinafter referred to as the "Union") represents the complete and final understanding on all negotiable issues between the Borough and the Union.

ARTICLE I **RECOGNITION**

A. The Borough of Hightstown hereby recognizes the Union as the sole and exclusive bargaining agent for all clerical workers and dispatchers employed by the Borough, excluding blue collar employees, craft employees, police, firefighters, zoning officer, tax assessor, construction code official, building inspector, fire inspector, fire sub code official, building sub code official, professional employees, confidential employees, managerial executives, and supervisors of the Borough of Hightstown in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

B. Wherever used herein, the term "employees" shall mean and be construed only as referring to all clerical employees and dispatchers employed by the Borough of Hightstown.

ARTICLE II **MANAGEMENT RIGHTS**

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
2. To make rules of procedure and conduct, to use improved methods and

equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Borough after advance notice thereof to the employees.
4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to law.
6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
7. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A:1-1 *et seq.* or any other national, state, county or local law or regulations.

ARTICLE III

RULES AND REGULATIONS

All written rules and regulations shall be provided to the Union immediately upon promulgation.

ARTICLE IV
NON-DISCRIMINATION

A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, age, political affiliation, familial status, sexual preference or orientation, or disability if otherwise qualified to perform the essential functions of the position with or without reasonable accommodation.

B. The Borough and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE V
MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement only if the Union authorizes, approves or condones such action.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or from supporting any such action by any other employee or group from participating in any strike, work stoppage, slow-down or other activity aforementioned, or from supporting any such action by any other employee or group of employees of the Borough, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

D. The Borough agrees that it will not engage in the lockout of any of its employees.

ARTICLE VI
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. The term "grievance" as used herein means an appeal by the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of any provisions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived by mutual consent:

Step One: The Union shall institute action under the provisions hereof within five (5) business days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) business days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, the aggrieved or the Union may present the grievance in writing within ten (10) calendar days thereof to their respective Department Head or his designated representative. The written grievance at this Step shall contain the relevant facts, the applicable Section of the Contract allegedly violated, and the remedy requested by the grievant. The Department Head or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Borough Administrator within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough

Administrator shall respond, in writing, to the grievance within twenty (20) calendar days of the submission.

Step Four: If the Union wishes to appeal the decision of the Borough Administrator, such appeal shall be presented in writing to the governing body within twenty (20) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The governing body shall consult and respond to the grievance within thirty (30) calendar days of the submission.

Step Five: If the grievance is not settled through Steps One, Two, Three and Four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission (PERC) within twenty (20) calendar days after receipt of the governing body's response.

- E.
 1. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.
 2. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.
 3. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from or in any way modify any of the terms of this Agreement.
 4. The decision of the arbitrator shall be in writing with the reasons therefore and shall be binding upon the parties, subject, however, to the provisions of N.J.S.A. 2A:24-1 et. seq.

F. Upon prior notice to and authorization of the Borough, the designated Union representatives shall be permitted as members of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided that the conduct of said business does not diminish the effectiveness of the Borough or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance

procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

ARTICLE VII

DISCIPLINE

- A. The parties recognize the concept of progressive discipline. Discipline may include any or all of the following:
- i. verbal reprimand
 - ii. written reprimand
 - iii. suspension without pay
 - iv. termination
- B. The Borough may utilize any or all of the above types of discipline depending upon the severity and/or the repetitive nature of the conduct to be disciplined.
- C. Employees may request an interview with the Borough Administrator whenever disciplined..
- D. Employees shall have the right to have a representative present, at the employee's written request, at any and every step of the disciplinary procedure. A copy of a disciplinary action shall be given to the Shop Steward.

ARTICLE VIII

DUES DEDUCTIONS

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, initiation fees and dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Borough Treasurer during the month following the filing of such card with the Borough.
- C. If, during the life of this Agreement, there shall be any change in the rate of

membership dues, the Union shall furnish to the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk.

E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Borough Treasurer or as provided by law. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The United States Supreme Court decision in the case of Janus v. AFSCME, Council 31 outlawed the collection of agency fees in the public sector. Therefore, the Borough will not collect agency fees while this remains the law.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

J. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission (PERC), the Borough

and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Borough. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by any reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE IX

HOURS OF WORK AND OVERTIME

A. The Union recognizes the right of the Borough to schedule all bargaining unit personnel to work a forty (40) hour per week shift. Normal working hours are an employee's scheduled work period as prescribed by the Borough.

B. Employees must be present and ready for work at the designated starting time for their operation. Employees must not leave work until the designated quitting time.

C. Lunch breaks of a one (1) hour duration, except for dispatchers, are staggered where necessary to afford maximum availability to the public, unless otherwise approved by the Department Head, and employees must return to work at the designated time. Continuous work schedules without lunch breaks are prohibited under normal circumstances. Under no circumstances shall the lunch break commence later than five (5) hours after the starting time.

D. Overtime is any approved time worked over and above the normal workweek of forty hours. If the needs of the Borough require work done on an overtime basis, employees may reasonably be required to work beyond the hours normally worked.

E. Overtime will be scheduled and authorized in advance by the Department Head or Supervisor as necessary.

F. A Department Head or Supervisor who anticipates the need for considerable overtime should give employees advance notice of required overtime work pending.

G. Volunteers shall be sought for overtime on a rotating seniority basis first. If there are no volunteers, the assignment of overtime shall be made on a rotating basis among those employees who are capable of performing the work as determined by the Department Head.

H. A rotation system of overtime assignments should be in effect when more than one person in the organization is capable of performing the work to be done. The rotation shall be in order of seniority.

I. Absence on approved leave during the basic workweek should not reduce the amount of overtime pay to which an employee may be entitled. Whenever the hours of the work week are shortened by a legal holiday or other officially excused day, time worked in excess of the shortened hours is considered overtime.

J. Unauthorized working of overtime may be cause for disciplinary action.

K. 1. Employees working beyond their normally scheduled workweek up to forty (40) hours per week will be compensated at the straight time hourly rate.

2. Employees working over forty (40) hours per week must be paid at the rate of one and one-half (1 ½) times their hourly rate.

L. All hours worked overtime and the reason for the overtime will be properly recorded on the employee's time sheet after being authorized in advance by the Department Head.

M. An employee who must return to work after regular hours which are not contiguous to his regular workday or on a weekend or holiday will be paid for a minimum of two (2) hours work at the appropriate rate of pay.

N. Department Heads will authorize in advance all overtime to be worked by employees within their department.

ARTICLE X

SALARIES AND WAGES

A. Retroactive to January 1, 2022, the bargaining unit members shall receive a three (3.0%) present increase. Effective January 1, 2023, the bargaining unit members shall receive a three (3.0 %) percent increase.

B. Effective January 1, 2024, bargaining unit members shall receive a three (3.0 %) percent increase.

C. Effective January 1, 2025, bargaining unit members shall receive a three (3%) percent increase.

- D.
1. The Borough will automatically change the salary rate of a new employee who started at the lowest rate in the pay scale, upon a satisfactory performance review during the first five (5) years of employment. The increases shall be One Dollar (\$1.00) after year one, and Fifty Cents (\$.50) after year 2, 3 and 4.
 2. The Borough has the sole discretion to place any new hire and/or promoted/transferred employee at any rate in the scale based on the new employee's experience, training and/or qualifications not to exceed the mid-point of the range.
 3. The Borough also has the discretion to increase an employee's salary to a higher salary within the Borough's salary scale based upon performance of the employee.

E. All full-time Dispatchers covered under this Agreement shall receive a shift differential stipend of Seventy-Five (\$.75) cents per hour for all hours worked between 4:30p.m. and 8:30 a.m.

F. An hourly bargaining unit employee who is designated as on-call shall be entitled to a stipend of Seventy-Five (\$75) Dollars per week for on-call duty. To receive the on-call stipend, the employee must:

1. Be officially designated by the Department Head as on-call;
2. Be reachable by telephone or electronic equipment during the assigned on-call period;
3. Restrict personal travel to permit immediate availability;
4. Respond by phone within ten (10) minutes and/or arrive within thirty (30) minutes when notified by pager, unless otherwise stipulated by the Department Head.

ARTICLE XI

LONGEVITY

Each employee covered by this Agreement shall, in addition to his or her regular wages and benefits, be paid longevity increments based upon years of service with the Borough in accordance with the following schedule:

After five (5) years of service	\$650.00
After ten (10) years of service	\$1000.00
After fifteen (15) years of service	\$1350.00
After twenty (20) years of service	\$1700.00

After twenty-five (25) years of service \$2100.00

Effective January 1, 2015, no employee hired after this date shall be eligible for longevity increments.

ARTICLE XII

VACATIONS

A. All employees shall be entitled to vacation with no loss of pay in accordance with the following schedule of service to the Borough:

Years of Service	Days of Vacation
Date of hire to December 31 of that calendar year	One (1) day for each full month of employment up to a maximum of ten (10) working days
After one (1) full year of service	Ten (10) working days per year
After five (5) full years of service	Fifteen (15) working days per year
After ten (10) full years of service	Twenty (20) working days per year
After twenty-five (25) years of employment	
employment with the Borough	Twenty-five (25) working days per year

B. When increased through longevity, additional vacation time shall be credited on a pro-rata monthly basis.

Example: Employee completes five (5) full years of service as of July 1, 2008. He/she would receive a prorated share (in this case, 50%) of the additional vacation days for that year. Vacation days credited for 2008 in this example would be twelve (12).

C. The vacation schedule shall be sent to each employee to select their vacation period. In preparing the final vacation schedules, the Borough shall endeavor to assign vacations on the basis of department seniority of its employees.

D. Vacations may be taken at any time between January 2nd and December 31st. Final scheduling shall be with the approval of the Borough. If an employee is denied vacation due to Borough business requirements, the employee may carry said vacation over, with the Borough's written approval, until the next calendar year upon which it shall be used or lost if not used in the next calendar year. A maximum of five (5) days' vacation time not taken during the calendar year in which it is earned may be submitted for pay by the Borough at the employee's rate of pay in the first (1st) pay period of the next succeeding year.

E. No more than one (1) employee in each department shall be entitled to take vacation

at any one time. More than one (1) employee in each department may take vacation at the same time at the sole discretion of the Borough Administrator.

F. An employee who terminates his/her employment with the Borough, or whose employment is terminated by the Borough, shall be entitled to be paid for vacation time accrued during that calendar year, but not yet taken, on a pro-rata basis. However, any such employee shall forfeit his right to such monies if he or she fails to provide two (2) weeks advance written notice to his/her department head of the resignation or is terminated for cause.

G. Vacation days shall be accrued on a pro-rata monthly basis. When an employee is absent for more than fifty (50%) percent of his/her scheduled work days in any given month due to disciplinary suspension, sick leave, or leave of absence with or without pay, said employee shall not accrue any vacation for that month. The term "leave of absence with or without pay" shall not include contractual time off not mentioned in this section (i.e., vacation leave, holidays, injury leave, etc.).

H. Employees shall receive their vacation pay on their last day worked before the start of their vacation, provided that the employee makes the request for such payment two (2) weeks in advance.

ARTICLE XIII

HOLIDAYS

A. During each year of this Agreement, the Borough agrees to grant all employees with the bargaining unit twelve (12) paid holidays in accordance with the following schedule:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

B. Employees receiving holidays off pursuant to Section A who work on any of the above holidays shall receive pay at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked on the holiday, plus their regular holiday pay. To be eligible for holiday

pay, said employee must work the scheduled work day before and the scheduled work day after the holiday, unless the day is an excused day with pay, or there are extenuating circumstances to be stated in writing.

C. If a holiday falls on Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday, at the discretion of the Borough.

D. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same, or an additional day of vacation, at the discretion of the Borough.

ARTICLE XIV

PERSONAL DAYS

A. Employees covered by this Agreement will be eligible for personal days to be used for personal, business, household or family matters as described in this Article, as follows:

After four (4) months of employment — one (1)
day

After eight (8) months of employment -- two (2)
days

After one (1) year of employment — three (3) days per year.

Effective January 1, 2020, add an additional personal day (total of four (4) days) for all bargaining unit members after one (1) year of employment.

B. Personal days shall be non-cumulative from year to year.

C. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work day.

D. Personal, household or family refers to matters where the employee's absence from duty is necessary for the welfare of the employee or his/her family.

E. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least forty-eight (48) hours in advance. Personal days may be granted without forty-eight (48) hours advance notice for an unforeseen occurrence which necessitates the presence of the employee and for which the employee had no prior knowledge and is unable to resolve the situation outside of the work day. However, said days shall be charged against sick leave. Personal leave will not be granted if it interferes with the manpower needs of the Department.

ARTICLE XV

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness, accident or exposure to contagious disease, or to care for a sick family member consistent with the provisions of the New Jersey Family Leave Act and the Federal Family Medical Leave Act.

B. An employee who is absent for reasons that entitle him/her to sick leave shall notify his/her supervisor promptly, but not later than two (2) hours before the employee's usual reporting time.

C. Sick leave shall accrue for regular full-time employees at the rate of one (1) working day per month in every calendar year of employment beginning after completion of six (6) months of employment and shall accumulate, from year to year, up to a maximum of ninety (90) days.

D. Sick leave shall commence from the first day of illness and may be used to care for a sick family member consistent with paragraph A. above. A certificate of a reputable physician in attendance shall be required as proof of need of the employee's leave after three (3) consecutive days sick leave or after five (5) days sick leave in any one (1) year, unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months, provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment.

E. If an employee's supervisor requires proof of fitness to return to work pursuant to this Article, the employee shall be examined by the Borough physician, or any other physician designated by the Borough at the Borough's expense. If the employee chooses to be examined by any other physician, the examination shall be at the employee's expense.

F. In cases of leaves of absence ordered by the Borough physician and/or County Board of Health due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work and time lost will not apply to sick leave time or any loss of pay.

G. When an employee reports for work and is forced, because of illness, to leave work after working at least two (2) hours, the maximum deduction from the employee's sick leave will be one-half (1/2) day.

H. If an employee is absent from work for more than fifty (50%) percent of his/her scheduled work days in any given month due to disciplinary suspension, sick leave, or leave of absence with or without pay, said employee shall not accrue sick time for that month. The term "leave of absence" shall not apply to any other contractual time off (i.e., injury leave, vacation leave, holiday leave, etc.).

I. Upon retirement pursuant to the Public Employees Retirement System an employee with twenty (20) years or more of service to the Borough shall be entitled to pay for all accumulated unused sick leave up to a maximum of ninety (90) days or Ten Thousand Dollars (\$10,000), whichever is less.

ARTICLE XVI

BEREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, the employee shall be entitled to three (3) days funeral leave, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral.

B. The term "immediate family" shall be defined as the employee's parents, parents-in-law, spouse, child, stepchild, brother, sister, stepparents or grandparents.

C. The Borough may, in its sole discretion, grant the employee one (1) leave day for the death of any other member of the employee's family, which shall be the day of the funeral.

D. The employee, with the written approval of the Department Head and the Borough Administrator, may take additional time off for funeral leave by utilizing his or her accumulated time off (vacation days, personal days, etc.).

ARTICLE XVII

JURY LEAVE

A. Any permanent full-time employee who loses time from his or her job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between his or her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee, subject to the following conditions:

1. The employee must notify the Department Head immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. No employee is attending jury duty during vacation and/or other time off from

Borough employment; and,

4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

B. If on any given day an employee is attending jury duty, he or she is released by the Court prior to 12:00 Noon, that employee shall be required to return to work by 1 PM that day in order to receive pay for that day.

ARTICLE XVIII

INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his/her duties, then, in addition to any sick leave benefits otherwise provided for herein, he/she may be entitled to full pay for a period of up to thirty (30) days. In the event an employee is granted said injury leave, the Borough's sole obligation shall be to pay the employee the difference between his/her regular pay and any compensation, disability, or other payments received from other sources provided by the Borough. At the Borough's option, the employee shall either surrender and deliver his/her entire salary payments, or the Borough shall pay the difference.

2. If an employee returns to work from injury leave of less than thirty (30) days, he/she may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than thirty (30) days.

3. When an employee returns from injury leave, he/she shall be entitled to a new period of injury leave for a period of up to thirty (30) days if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Borough's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated

leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Borough prior to reimbursing the Borough for such advanced time, the employee shall be required to reimburse the Borough for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an immediate report within two (2) hours thereof to their Department Head. It is understood that the employee must file an injury report with their Department Head so that the Borough may file the appropriate Worker's Compensation Claim. Failure to report said injury shall result in the denial to receive compensation and subject the employee to discipline up to and including termination.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he/she is unable to work and the Borough may reasonably require the employee to present such certificate from time to time.

E. If the Borough does not accept the certificate of the physician designated by the insurance carrier, the Borough shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Borough.

F. In the event the Borough-appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Borough-appointed physician. Then the Borough and the employee shall mutually agree upon a third (3rd) physician who shall examine the employee. The cost of the third (3rd) physician shall be borne equally by the Borough and the employee. The determination of the third (3rd) physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third (3rd) physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

B. An employee in violation of this Article will be subject to disciplinary action, up to and including termination.

ARTICLE XIX

FAMILY LEAVE

The Borough shall be governed by the Borough's Family Leave Policy.

ARTICLE XX
MILITARY LEAVE

All bargaining unit employees shall be entitled to Military Leave in accordance with State Statutes.

ARTICLE XXI
UNION LEAVE

Up to two (2) days per year of Union leave shall be provided for standard training and conferences for the steward. The Union shall designate the steward and the day(s) in question at least thirty (30) working days in writing in advance of the training/conference.

ARTICLE XXII
LEAVE OF ABSENCE WITHOUT PAY

A. Upon making timely application, employees may apply to the Borough Administrator for a leave of absence without pay for a period not exceeding thirty (30) days. Such leave may be granted to employees who are temporarily or physically handicapped or incapacitated to such an extent that they are unable to perform their duties.

B. Leave may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.

C. A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work or increased compensation. Employees seeking a leave of absence without pay shall submit such a request in writing, stating the reasons, when the leave is desired, and the expected return to duty date.

D. Any employee leaving a position prior receiving such written authorization by the Borough Administrator shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Borough.

E. While on unpaid leave status, no seniority shall accrue nor shall any employee be entitled to benefits under this Agreement. An employee may, however, make appropriate arrangements to repay health insurance premiums for the time of such leave.

ARTICLE XXIII
ABSENCE WITHOUT LEAVE

Absence without notification for three (3) consecutive days shall constitute a resignation, except in the event of extraordinary circumstances which would make it impossible for the employee or a member of the employee's family to communicate with the Borough. Such cases will be individually evaluated by the Borough Administrator.

ARTICLE XXIV
HOSPITAL AND MEDICAL INSURANCE

A. The Borough shall provide health insurance for all employees and their families covered by this Agreement. The parties agree that the Borough may provide health benefits through the New Jersey State Health Benefits Plan with stand alone prescriptions. Local 32 members may select any base plan offered. The parties will be bound by any program changes made by the State. In the event that the cost of the above insurance coverage(s) escalates to become prohibitive to the Borough, the Borough may replace the existing coverage(s), provided that coverage under the new plan is equal to or better than existing coverage and further provided that employees will be covered under the new plan for any and all pre-existing conditions for which they have been covered under the existing plan.

B. All bargaining unit members and applicable retirees shall contribute towards their medical benefits as prescribed under P.L. 2011, Chapter 78.

C. Each employee shall have a complete annual physical examination by the physician of his or her choice. The employee shall cause the physician to have a general report of the examination forwarded to the Borough in which report the physician shall indicate in general terms that state of the employee's health and fitness to perform his or her duties. The Borough may, with reasonable cause, direct an employee to undertake more frequent physician examinations, at its cost and with its physicians.

D. Employee who have retired in good standing from the Borough's employment may opt to purchase, at their own expense, medical insurance through the Borough's group insurance plan for a period of up to one year following expiration of their COBRA eligibility. Payment for such insurance shall be made to the Borough monthly, in advance. In the event of nonpayment, the Borough may terminate such coverage immediately.

ARTICLE XXV
PERSONNEL FILES

A. The Borough shall establish personnel files or confidential records which shall be maintained under the direction of the Borough.

B. An employee covered under this Agreement shall, by a written request during normal business hours, review in the presence of the Borough Administrator or designee, any written evaluation reports or written complaints which may be contained in the employee's personnel file. Upon written request, an employee shall receive, within a reasonable time after said request, a copy of any document in the employee's personnel file.

C. Whenever a written complaint concerning an employee is placed in his/her personnel file, a copy shall be furnished to him/her and he/she shall be given the opportunity to rebut same in writing within ten (10) calendar days.

ARTICLE XXVI
BULLETIN BOARD

A. The Union shall have sole use of the designated Union bulletin board located in the Municipal Building for the sole purpose of posting notices relating to meetings and official business of the Union only. The Borough shall provide and install this bulletin board in a mutually agreeable location.

B. Only material authorized by the signature of the Union Representative and/or the Shop Steward shall be permitted to be posted on said bulletin board.

C. The Borough shall have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE XXVII
PROMOTION

A. Promotion is an advancement in job class having a higher level of duties and responsibilities and/or a salary range having a greater maximum.

B. Promotion is based on merit and fitness with proper qualifications. Seniority in lower level positions will also be a factor in considering an employee for promotion.

C. All job openings in the Borough shall be posted for a minimum of ten (10) working days prior to the application deadline for the position.

D. When an employee is promoted and has been paid at a rate equal to or exceeding the minimum of the new position, the appointment will be made at the rate within the range which grants an incremental increase of two (2.0%) percent upon promotion.

ARTICLE XXVIII

PROBATIONARY PERIOD

A. New employees will serve a probationary period of three (3) months. An extension of three (3) months may be added to the probationary period upon notice by the Borough to the Union. Probationary employees may be suspended or dismissed at any time during the probationary period. The Union will be notified upon extension of the probationary period.

B. The purpose of the probationary period is to evaluate the employee's work performance and conduct, and to determine whether the employee merits permanent status.

C. A written evaluation will be conducted prior to the end of the probationary period by the Department Head. The probationary period may be extended for an additional six (6) month period in the event the Department Head is unable to determine that the employee should be granted a regular appointment at the end of the initial period or that the employee shall be dismissed. Only one (1) extension shall be granted.

D. Unless otherwise provided by law, an employee will not be considered permanent due to the expiration of the probationary period and failure of the Department Head to evaluate his or her status. Permanent status will result only from authorization by the Borough Administrator.

E. A probationary employee who has successfully completed the probationary period will be granted status as a regular employee with all rights and privileges pertaining to that employment or position.

F. An employee who is to be dismissed during the probationary period shall be notified in writing of the dismissal and the reasons for the action.

ARTICLE XXIX

SENIORITY

A. Seniority is defined as an employee's total continuous years of service within the defined employment category (full-time, part-time, part-time equivalent, etc.).

B. The services of an employee who is transferred or reassigned to another

department within the Borough will be considered continuous for the purpose of seniority and fringe benefits.

C. The seniority of an employee who transfers from one category to another (for example, part-time to full-time) shall be calculated from the time of the transfer.

D. The Finance Department will maintain records on employee seniority and will calculate benefits accordingly. Employees and Department Heads should verify their own records with those of the Finance Department.

ARTICLE XXX

LAYOFF AND RECALL

A. Layoff is the separation of a permanent employee from a position for reasons other than discipline. Classes of employees subject to layoff will be determined by the Borough Administrator with the approval of the Mayor and Council.

B. 1. Layoff or demotion of permanent employees shall be in the order of seniority with the last employee hired as the first laid off or demoted.

2. For the purposes of layoff, demotion, recall and bumping, seniority within the Department shall control over seniority is the classification. However, in order to exercise their rights with respect to Departmental seniority, an employee must have a minimum of six (6) months in that classification; otherwise seniority within the classification shall control.

C. 1. Employees displaced by a reduction in force may apply for other municipal positions covered by this bargaining agreement which are presently held by employees with less calculated seniority.

2. Displaced employees bump laterally or down to lower classifications and receive the rate of pay specified for the lower classification.

3. An employee subject to layoff shall receive at least forty-five (45) calendar days' notice of the layoff, except in extenuating fiscal circumstances. The employee must notify the Borough Administrator, in writing, of his or her intention to exercise bumping rights within ten (10) working days of receipt of the layoff notice. All employees subsequently affected by the exercise of bumping rights shall be notified in writing, and shall have an opportunity, if applicable, to exercise their bumping rights within five (5) working days. However, the total time period within which the bumping rights

must be exercised will be forty-five (45) calendar days from when the first employee received his or her layoff notice. It is understood that any employee laid off because another employee exercised his or her bumping rights will not receive the forty-five (45) calendar days' notice prior to their layoff because of the exercising of bumping rights pursuant to this Agreement.

4. A displaced employee may only bump into a position where he or she has the ability and necessary specified or implied educational background to properly learn the new job to a proficient level within a four-(4) week period. If training is necessary for the break-in period, the rate of pay shall be commensurate with the productivity anticipated during the break-in period.

5. If the employer's old position opens as a full-time position, this employee will be given first right to that open full-time position if he or she is still qualified for that position.

6. Probationary employees do not have bumping rights.

D. All employees who are laid off shall have first right to be re-employed in the same or a similar position for which the laid off employee is qualified, in the inverse order in which they were laid off, and the Borough shall not employ anyone until all laid-off employees have been fully reinstated with all pay and privileges. This right shall extend for a period of one (1) year from date of termination, but shall not apply as a right to employees who had a performance rating of less than "acceptable" when laid off.

E. If an employee refuses reinstatement during the one (1) year period, then all re-employment rights are relinquished.

F. Part-time employees shall not be eligible to bump full-time employees.

ARTICLE XXXI

TRANSFER

A. Employees who desire to transfer voluntarily within the Borough may do so if a position vacancy exists, and the supervisor of the vacant position finds the employee qualified and the Mayor approves.

B. Employees who service in a given position is no longer required or who can be better utilized in a different position temporarily or permanently, may be transferred involuntarily to a different position.

C. A probationary period of three (3) months will be mandatory following transfers. Permanent status and anniversary date will not be affected by transfers.

D. An employee transferred involuntarily for administrative reasons shall suffer no loss of pay.

ARTICLE XXXII

SEPARABILITY AND SAVINGS

A. If any clause or provisions of this Agreement is deemed illegal and/or invalid through a court decision or legislation, that clause or provision shall become null and void. All other clauses or provisions of this Agreement shall not be effected, and shall remain in full force and effect.

B. If any clause or provision of this Agreement is deemed illegal and/or invalid, the Borough and the Union, upon the request of either party, shall meet and discuss the clause or provision in question. Neither the Borough nor the Union shall be obligated to agree to a modified, alternate, or replacement clause or provision.

ARTICLE XXXIII

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Borough and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject to matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or part by the parties by an instrument, in writing only, executed by both parties.

E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Union, for the life of this Agreement, hereby waives any rights to request or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE XXXIV

MISCELLANEOUS

The Borough shall supply job descriptions for all classifications.

ARTICLE XXXV

DURATION

This Agreement shall become effective January 1, 2022 and shall terminate on December 31, 2025. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) and no later than one hundred and twenty (120) days prior to the expiration date of this Agreement of the desire to change, modify or terminate this Agreement.

The terms set forth in this Agreement shall remain in effect after December 31, 2025 and during such time that the Agreement for replacement of same is being negotiated. However, all salaries shall remain frozen from the date of expiration of this agreement until a new collective negotiations agreement is approved and ratified.

IN WITNESS WHEREOF, the parties have hereunto affixed
their signatures.

ATTEST:

BOROUGH OF HIGHTSTOWN

By: _____

Laurence Quattrone, Mayor

Dated: _____

ATTEST:

LOCAL 32, OFFICE AND
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION

By: _____

Gregory Van Linn
Secretary/Treasurer, Local 32

Ery Horton Jr 5/12/2022

Dated: *May 12, 2022*

Resolution 2022-101

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

RATIFYING THE MEMORANDUM OF AGREEMENT WITH THE HIGHTSTOWN MEMBERS OF LOCAL 32 OF THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION AFL-CIO – BLUE COLLAR UNIT FOR THE YEARS 2022, 2023, 2024 & 2025, AND AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT RELATING THERETO

WHEREAS, the Borough of Hightstown and the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – Blue Collar Unit have negotiated a Memorandum of Agreement for the years 2022, 2023, 2024 and 2025; and

WHEREAS, a copy of the Memorandum of Agreement is attached hereto and made a part hereof; and

WHEREAS, the Memorandum of Agreement has been reviewed by all parties and ratified by the Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – Blue Collar Unit; and

WHEREAS, it is the desire of the Mayor and Council that it be approved, ratified and executed by the appropriate representatives of the Borough; and

WHEREAS, it is also the desire of the Mayor and Council to authorize the appropriate Borough Officials to execute a new Collective Bargaining Agreement (“CBA”) with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – Blue Collar Unit for the years 2022, 2023, 2024 and 2025, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.

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

1. That the attached Memorandum of Agreement with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – Blue Collar Unit for the years 2022, 2023, 2024 and 2025, which agreement is on file in the Borough Clerk’s office, is hereby approved and ratified.
2. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, a new CBA with Hightstown Members of Local 32 of the Office and Professional Employees International Union AFL-CIO – Blue Collar Unit for the years 2022, 2023, 2024 and 2025, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Hightstown Local 32 of the Office and Professional Employees International Union AFL-CIO – Blue Collar Unit;
 - b. Robert Merryman, Labor Counsel

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on March 16, 2020.

Margaret Riggio
Borough Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
THE BOROUGH OF HIGHTSTOWN AND OPEIU
LOCAL 32, Blue and White Collar Units**

Representatives of OPEIU Local 32 (Blue and White Collar Units) and the Borough of Hightstown agree to recommend the following modifications to the collective negotiations agreements with a term from January 1, 2019 through December 31, 2021:

Duration for new agreement – 4 years – January 1, 2022 through December 31, 2025.

Article VII. Discipline (Both units)

C. Revise to read as follows:

"Employees may request an interview with the Borough Administrator whenever disciplined."

Article IX. Hours of Work

D. 3 Change word "draft" to "shift" (Blue Collar)

D.(White Collar) Add language at end of first sentence ".... of forty hours."

K. 1. (White collar) change last three words to "straight time hourly rate."

M. (Blue Collar) Revise to read as follows:

"Employees working beyond their normally scheduled workweek of forty (40) hours per week will be compensated at the overtime rate."

Article X Salaries and Wages (both units)

D. 3. Change to read as follows:

"The Borough also has the discretion to increase an employee's salary to a higher salary within the Borough's salary scale based upon the performance of the employee."

Wages

Employees in both bargaining units will receive wage increases as follows:

Retroactive to January 1, 2022	-	3%
January 1, 2023	-	3%
January 1, 2024	-	3%
January 1, 2025	-	3%

Article X. E. (Blue Collar)

The stipend for the first license will be increased to \$2500 and increased to \$1500 for each additional license up to a cap of \$7,000.

Article X, Section F. (Blue Collar)

The on-call stipend will be increased to \$100 effective upon the date of ratification of the new collective negotiations agreement.

Article XII Vacations (Both units)

A. Add new provision:

Bargaining unit members will receive an additional five (5) days of vacation for employees after 25 years of employment with the Borough.

F. Change to read as follows:

“ An employee who terminates his employment with the Borough, or whose employment is terminated by the Borough, shall be entitled to be paid for vacation time accrued during that calendar year but not yet taken, on a pro-rata basis. However, any such employee shall forfeit his right to such monies if he or she fails to provide two (2) weeks advance written notice to his/her department head of the resignation or is terminated for cause. ”

Article XV. Sick Leave

J. Delete entire provision.

Article XVIII. Injury Leave (Blue Collar unit)

D. In second sentence change the word “may” to “shall” .

Article XXI. Union Leave (both units)

Add words “in writing” after word “notice” in the second sentence.

Article XXII Leave of Absence Without Pay (both units)

- A. Add word "Administrator" after "Borough" in the first sentence.
- D. Change the words "respective Department Head" to "Borough Administrator"

Article XXVI Bulletin Board (both units)

- C. change the word "may" to "shall"

Article XXX. Layoff and Recall (both units)

- C 1. Replace the words "has a right to consider relocating" to "may apply for"

Article XXXVII Duration (Both units)

Add language at end of second paragraph:

"However, all salaries shall remain frozen from the date of expiration of this agreement until a new collective negotiations agreement is approved and ratified."

The complete agreement is subject to ratification by the OPEIU Blue and White Collar Bargaining Units and approval by the Borough's governing body.

FOR OPEIU Local 32

Blue and White Collar Units


Enrique Martinez

4/26/2022

FOR BOROUGH OF HIGHTSTOWN


Dimitri Musing, Borough Administrator

4/26/22

AGREEMENT
between
BOROUGH OF HIGHTSTOWN,
COUNTY OF MERCER
and
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION AFL-CIO, LOCAL 32
(Blue Collar Unit)

JANUARY 1, 2022 through DECEMBER 31, 2025

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I	
RECOGNITION.....	1
ARTICLE II	
MANAGEMENT RIGHTS.....	1
ARTICLE III	
RULES AND REGULATIONS.....	2
ARTICLE IV	
NON-DISCRIMINATION.....	3
ARTICLE V	
MAINTENANCE OF WORK OPERATIONS.....	3
ARTICLE VI	
GRIEVANCE PROCEDURE.....	4
ARTICLE VII	
DISCIPLINE.....	6
ARTICLE VIII	
DUES DEDUCTION.....	6
ARTICLE IX	
HOURS OF WORK AND OVERTIME.....	8
ARTICLE X	
SALARIES AND WAGES.....	10
ARTICLE XI	
LONGEVITY.....	11
ARTICLE XII	
VACATIONS.....	12
ARTICLE XIII	
HOLIDAYS.....	13
ARTICLE XIV	
PERSONAL DAYS.....	14
ARTICLE XV	
SICK LEAVE.....	15

ARTICLE XVI	
BEREAVEMENT LEAVE.....	16
ARTICLE XVII	
JURY LEAVE.....	16
ARTICLE XVIII	
INJURY LEAVE.....	17
ARTICLE XIX	
FAMILY LEAVE.....	18
ARTICLE XX	
MILITARY LEAVE.....	19
ARTICLE XXI	
UNION LEAVE.....	19
ARTICLE XXII	
LEAVE OF ABSENCE WITHOUT PAY.....	19
ARTICLE XXIII	
ABSENCE WITHOUT LEAVE.....	20
ARTICLE XXIV	
HOSPITAL AND MEDICAL INSURANCE.....	20
ARTICLE XXV	
PERSONNEL FILES.....	21
ARTICLE XXVI	
BULLETIN BOARD.....	21
ARTICLE XXVII	
PROMOTION.....	21
ARTICLE XXVIII	
PROBATIONARY PERIOD.....	22
ARTICLE XXIX	
SENIORITY.....	22
ARTICLE XXX	
LAYOFF AND RECALL.....	23
ARTICLE XXXI	
TRANSFER.....	24
ARTICLE XXXII	
SEPARABILITY AND SAVINGS.....	25

ARTICLE XXXIII	
FULLY BARGAINED AGREEMENT.....	25
ARTICLE XXXIV	
MISCELLANEOUS.....	26
ARTICLE XXXV	
UNIFORM ALLOWANCE.....	26
ARTICLE XXXVI	
CLOSING DUE TO INCLEMENT WEATHER.....	26
ARTICLE XXXVII	
DURATION.....	26

PREAMBLE

THIS AGREEMENT, made and entered into as of this ____ day of _____ 2022 by and between the Borough of Hightstown, in the County of Mercer, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough," and Office & Professional Employees International Union, AFL-CIO, Local 32 (Blue Collar Unit), a labor organization hereinafter referred to as the "Union," represents the complete and final understanding on all negotiable issues between the Borough and the Union.

ARTICLE I RECOGNITION

A. The Borough of Hightstown hereby recognizes the Union as the sole and exclusive bargaining agent for all blue collar employees in the Department of Public Works, Sewer Treatment Plant and Water Department employed by the Borough, excluding clerical employees, craft employees, police, firefighters, zoning officer, tax assessor, construction code official/building inspector, fire inspector and fire sub-code official, building inspector and building sub-code official, professional employees, confidential employees, managerial executives, and supervisors of the Borough of Hightstown in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

B. Wherever used herein, the term "employees" shall mean and be construed only as referring to all blue collar employees employed by the Borough of Hightstown in its Department of Public Works, Sewer Treatment Plant and Water Department.

ARTICLE II MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Borough after advance notice thereof to the employees.
4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to law.
6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
7. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A:1-1 *et seq.* or any other national, state, county or local law or regulations.

ARTICLE III

RULES AND REGULATIONS

All written rules and regulations shall be provided to the Union immediately upon promulgation.

ARTICLE IV
NON-DISCRIMINATION

A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, age, political affiliation, familial status, sexual preference or orientation, or disability if otherwise qualified to perform the essential functions of the position with or without reasonable accommodation.

B. The Borough and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE V
MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement only if the Union authorizes, approves or condones such action.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or from supporting any such action by any other employee or group of employees of the Borough and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

D. The Borough agrees that it will not engage in the lockout of any of its employees.

ARTICLE VI
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. The term "grievance", as used herein, means an appeal by the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of any provisions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent:

Step One: The Union shall institute action under the provisions hereof within five (5) business days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) business days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, the aggrieved or the Union may present the grievance in writing within ten (10) calendar days thereof to their respective Department Head or his/her designated representative. The written grievance at this Step shall contain the relevant facts, the applicable Section of the Contract allegedly violated, and the remedy requested by the grievant. The Department Head or his/her designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Borough Administrator within ten (10) calendar days thereafter. This presentation shall include copies of all

previous correspondence relating to the matter in dispute. The Borough Administrator shall respond, in writing, to the grievance within twenty (20) calendar days of the submission.

Step Four: If the Union wishes to appeal the decision of the Borough Administrator, such appeal shall be presented in writing to the governing body within twenty (20) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The governing body shall consult and respond to the grievance within thirty (30) calendar days of the submission.

Step Five: If the grievance is not settled through Steps One, Two, Three and Four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within twenty (20) calendar days after receipt of the governing body's response.

- E.
 - 1. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.
 - 2. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.
 - 3. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from or in any way modify any of the terms of this Agreement.
 - 4. The decision of the arbitrator shall be in writing with the reasons therefore and shall be binding upon the parties, subject, however, to the provisions of N.J.S.A. 2A:24-1 et. seq.

F. Upon prior notice to and authorization of the Borough, the designated Union representatives shall be permitted as members of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have

been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

ARTICLE VII

DISCIPLINE

A. The parties recognize the concept of progressive discipline. Discipline may include any or all of the following:

Verbal reprimand
Written reprimand
Suspension without pay
Termination

The list above is illustrative and does not require it be used in the order of the list.

B. The Borough may utilize any or all of the above types of discipline depending upon the severity and/or the repetitive nature of the conduct to be disciplined.

C. Employees may request an interview with the Borough Administrator whenever disciplined.

D. Employees shall have the right to have a representative present, at the employee's written request, at any and every step of the disciplinary procedure. A copy of a disciplinary action shall be given to the Shop Steward.

ARTICLE VIII

DUES DEDUCTIONS

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, initiation fees and dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Borough Treasurer during the month following the filing of such card with the Borough.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk.

E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Borough Treasurer or as provided by law. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The United States Supreme Court decision in the case of Janus v. AFSCME Council 31 outlawed the collection of agency fees in the public sector. Therefore, the Borough will not collect agency fees (fair share fees) while this remains the law.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages,

hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

J. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Borough and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Borough. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by any reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE IX

HOURS OF WORK AND OVERTIME

A. The Union recognizes the right of the Borough to schedule all bargaining unit personnel to work a forty (40) hour per week shift. Normal working hours are an employee's scheduled work period as prescribed by the Borough. Normal working hours for Public Works employees only shall not begin before 7:00 a.m. or end after 6:00 p.m. with the Borough providing fourteen (14) calendar days' notice to the employee(s) and the Union of a schedule change, except in the case of an emergency.

B. Sewer plant employees assigned staggered or rotational shifts, working before 8:30 A.M. or after 4:30 P.M., shall receive a shift differential payment of seventy-five cents (\$.75) per hour for those hours worked before 8:30 A.M. and after 4:30 P.M.

C. Employees must be present and ready for work at the designated starting time for their operation. Employees must not leave work until the designated quitting time.

D. 1. Lunch breaks of a one-half (1/2) hour duration are staggered where necessary to afford maximum availability to the public, unless

otherwise approved by the Department Head, and employees must return to work at the designated time. Continuous work schedules without lunch breaks are prohibited under normal circumstances. Under no circumstances shall the lunch break commence later than five (5) hours after the starting time.

2. Employees shall be entitled to two (2) fifteen (15) minute coffee breaks, one (1) in the morning and one (1) in the afternoon, as designated by the Borough.
3. The breaks set forth above shall not be used at the beginning of the shift and/or at the end of their shift and/or to extend their lunch break at the beginning and/or at the end of same.

E. Overtime is any approved time worked over and above the normal workweek. If the needs of the Borough require work done on an overtime basis, employees may reasonably be required to work beyond the hours normally worked.

F. Overtime will be scheduled and authorized in advance by the Department Head or Supervisor as necessary.

G. Volunteers shall be sought for overtime on a rotating seniority basis first. If there are no volunteers, the assignment of overtime shall be made on a rotating basis among those employees who are capable of performing the work as determined by the Department Head.

H. A Department Head or Supervisor who anticipates the need for considerable overtime should give employees advance notice of required overtime work pending if possible.

I. For emergency situations, employees will be expected to work overtime. Refusal to work overtime shall be cause for disciplinary action.

J. A rotation system of overtime assignments should be in effect when more than one person in the organization is capable of performing the work to be done. The rotation shall be in order of seniority.

K. Absence on approved leave during the basic workweek should not reduce the amount of overtime pay to which an employee may be entitled. Whenever the hours of the work week are shortened by a legal holiday or other officially excused day, time worked in excess of the shortened hours is considered overtime.

L. Unauthorized working of overtime shall be cause for disciplinary action.

M. Employees working beyond their normally scheduled workweek of forty (40) hours

per week will be compensated at the overtime rate .

N. Employees working over forty (40) hours per week must be paid at the rate of one and one-half (1 ½) times their hourly rate.

O. All hours worked overtime and the reasons for the overtime will be properly recorded on the employee's time sheet after being authorized in advance by the Department Head.

P. An employee who must return to work after regular hours which are not contiguous to his regular workday or on a weekend or holiday will be paid for a minimum of two (2) hours work at the appropriate rate of pay.

Q. Department Heads will authorize in writing in advance all overtime to be worked by employees within their department.

ARTICLE X

SALARIES AND WAGES

A. Retroactive to January 1, 2022, the bargaining unit members shall receive a three (3.0%) percent increase.

B. Effective January 1, 2023, the bargaining unit members shall receive a three (3.0 %) percent increase.

C. Effective January 1, 2024, bargaining unit members shall receive a three (3.0 %) percent increase.

D. Effective January 1, 2025 bargaining unit members shall receive a three (3.0) percent increase.

- E.
1. The Borough will automatically change the salary rate of a new employee who started at the lowest rate in the pay scale, upon a satisfactory performance review during the first five (5) years of employment. The increases shall be One Dollar (\$1.00) after year 1 and Fifty Cents (\$.50) after years 2, 3 and 4.
 2. The Borough has the sole discretion to place any new hire and or promoted/transferred employee at any rate in the scale based on the new employee's experience, training and/or qualifications not to exceed the mid-point of the range.
 3. The Borough also has the discretion to increase an employee's salary to a higher salary within the Borough's salary scale .

F.. Whenever an employee in the Sewer Treatment Plant and/or Water Department obtains a required license, upon submission of proof of same, said employee shall have added to his/her base salary an additional Two Thousand Five Hundred Dollars (\$2,500) for receiving the first (1st) license and One Thousand Five Hundred Dollars (\$1,500) per license thereafter, up to four (4) licenses for a total of Seven Thousand Dollars (\$7,000). The payment is conditional upon the eligible employee providing the necessary/required services to the Borough.

F. An hourly bargaining unit employee who is designated as on-call shall be entitled to a stipend of Seventy-Five (\$75) Dollars per week of on-call duty. The on-call rate shall be increased to a stipend of One Hundred (\$100) Dollars per week effective upon the date of ratification of this agreement. To receive the on-call stipend, the employee must:

1. Be officially designated by the Department Head as on-call;
2. Be reachable by telephone or pager during the assigned on-call period;
3. Restrict personal travel to permit immediate availability;
4. Respond by phone within ten (10) minutes and/or arrive within thirty (30) minutes when notified by pager, unless otherwise stipulated by the Department Head.

R. The Borough agrees to pay the annual renewal fee for C.D.L.s (Commercial Driver's Licenses), so long as the eligible employee is providing the necessary/required services to the Borough.

ARTICLE XI

LONGEVITY

Each employee covered by this Agreement shall, in addition to his or her regular wages and benefits, be paid longevity increments based upon years of service with the Borough in accordance with the following schedule:

After five (5) years of service	\$650.00
After ten (10) years of service	\$1000.00
After fifteen (15) years of service	\$1350.00
After twenty (20) years of service	\$1700.00
After twenty-five (25) years of service	\$2100.00

Effective January 1, 2015, no employee hired after this date shall be eligible for longevity increments.

ARTICLE XII

VACATIONS

A. All employees shall be entitled to vacation with no loss of pay in accordance with the following schedule of service to the Borough:

Years of Service	Days of Vacation
Date of hire to December 31 of that calendar year	One day for each full month of employment up to a maximum of ten (10) working days
After one (1) full year of service	Ten (10) working days per year
After five (5) full years of service	Fifteen (15) working days per year
After ten (10) full years of service	Twenty (20) working days per year
After twenty-five (25) years of employment with the Borough	Twenty-five (25) working days per year

B. When increased through longevity, additional vacation time shall be credited on a pro-rata monthly basis.

Example: Employee completes five full years of service as of July 1, 2008. He/she would receive a prorated share (in this case, 50%) of the additional vacation days for that year.

Vacation days credited for 2008 in this example would be 12 1/2.

C. The vacation schedule shall be sent to each employee to select their vacation period. In preparing the final vacation schedules, the Borough shall endeavor to assign vacations on the basis of department seniority of its employees.

D. Vacations may be taken at any time between January 2nd and December 31st. Final scheduling shall be with the approval of the Borough. A maximum of five (5) days vacation time not taken during the calendar year in which it is earned may be submitted for pay by the Borough at the employee's current rate of pay in the first (1st) pay period of the next succeeding year. If the employee is denied taking vacation due to Borough business requirements, the employee may carry said vacation over, with Borough written approval until the next calendar year upon which it shall be used or lost if not used in the next calendar year.

E. No more than one (1) employee in each department shall be entitled to take vacation at any one time. More than one (1) employee in each department may take vacation at the same time at the sole discretion of the Borough Administrator.

F. An employee who terminates his/her employment with the Borough, or whose

employment is terminated by the Borough, shall be entitled to paid for vacation time accrued during that calendar year but not yet taken, on a pro-rata basis. However, any such employee shall forfeit his right to such monies if he or she fails to provide two (2) weeks advance written notice to his/her department head of the resignation or is terminated for cause.

G. Vacation days shall be accrued on a pro-rata monthly basis. When an employee is absent for more than fifty (50%) percent of his scheduled work days in any given month due to disciplinary suspension, sick leave, or leave of absence with or without pay, said employee shall not accrue any vacation for that month. The term "leave of absence with or without pay" shall not include contractual time off not mentioned in this section (i.e., vacation leave, holidays, injury leave, etc.).

H. Employees shall receive their vacation pay on their last day worked before the start of their vacation, provided that the employee makes the request for such payment two (2) weeks in advance.

ARTICLE XIII

HOLIDAYS

A. 1. During each year of this Agreement, the Borough agrees to grant all employees with the bargaining unit twelve (12) paid holidays in accordance with the following schedule:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

2. In lieu of holidays off, employees in the Sewer Department shall receive twelve (12) days' pay, of which six (6) days will be paid twice each year.

B. Employees receiving holidays off pursuant to Section A who work on any of the above holidays shall receive pay at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked on the holiday plus their regular holiday pay. To be eligible for holiday pay, said employee must work the scheduled work day before and the scheduled work day after the holiday, unless the day is an excused day with pay or there are extenuating circumstances to

be stated in writing.

C. If a holiday falls on Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday, at the discretion of the Borough.

D. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same, or an additional day of vacation, at the discretion of the Borough.

ARTICLE XIV

PERSONAL DAYS

A. Employees covered by this Agreement will be eligible for personal days to be used for personal, business, household or family matters as described in this Article, as follows:

After four (4) months of employment — one (1)
day per year

After eight (8) months of employment -- two (2)
days per year

After one (1) year of employment — three (3) days per year. This will
increase to four (4) days per year, effective January 1, 2020.

B. Personal days shall be non-cumulative.

C. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work day.

D. Personal, household or family refers to matters where the employee's absence from duty is necessary for the welfare of the employee or his/her family.

E. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least forty-eight (48) hours in advance. Personal days may be granted without forty-eight (48) hours advance notice for an unforeseen occurrence which necessitates the presence of the employee and for which the employee had no prior knowledge and is unable to resolve the situation outside of the work day. However, said days shall be charged against sick leave. Personal leave will not be granted if it interferes with the manpower needs of the Department.

ARTICLE XV
SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness, accident or exposure to contagious disease, or to care for a sick family member consistent with the provisions of the New Jersey Family Leave Act and the Federal Family Medical Leave Act.

B. An employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than two (2) hours before the employee's usual reporting time.

C. Sick leave shall accrue for regular full-time employees at the rate of one (1) working day per month in every calendar year of employment, beginning after completion of six (6) months of employment, and shall accumulate, from year to year, up to a maximum of ninety (90) days.

D. Sick leave shall commence from the first day of illness and may be used to care for a sick family member consistent with paragraph A. above. A certificate of a reputable physician in attendance shall be required as proof of need of the employee's leave after three (3) consecutive days sick leave or after five (5) days sick leave in any one (1) year, unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months, provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment.

E. If an employee's supervisor requires proof of fitness to return to work pursuant to this Section, the employee shall be examined by the Borough physician or any other physician designated by the Borough at the Borough's expense. If the employee chooses to be examined by any other physician, the examination shall be at the employee's expense.

F. In cases of leaves of absence ordered by the Borough physician and/or County Board of Health due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work, and time lost will not apply to sick leave time or any loss of pay.

G. When an employee reports for work and is forced, because of illness, to leave work after working at least two (2) hours, the maximum deduction from the employee's sick leave will be one-half (1/2) day.

H. If an employee is absent from work for more than fifty (50%) percent of his/her scheduled work days in any given month due to disciplinary suspension, sick leave, or leave of absence with or without pay, said employee shall not accrue sick time for that month. The term "leave of absence" shall not apply to any other contractual time off (i.e., injury leave, vacation leave, holiday leave, etc.).

I. Upon retirement pursuant to the Public Employees Retirement System an employee with twenty (20) years or more of service to the Borough shall be entitled to pay for all accumulated unused sick leave up to a maximum of ninety (90) days or Fifteen Thousand Dollars (\$15,000), whichever is less.

ARTICLE XVI

BEREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, the employee shall be entitled to three (3) days funeral leave, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral.

B. The term "immediate family" shall be defined as the employee's parents, parents-in-law, spouse, child, stepchild, brother, sister, stepparents or grandparents.

C. The Borough may, in its sole discretion, grant the employee one (1) leave day for the death of any other member of the employee's family, which shall be the day of that person's funeral.

D. The employee, with the written approval of the Department Head and the Borough Administrator, may take additional time off for funeral leave by utilizing his or her accumulated time off (vacation days, personal days, etc.).

ARTICLE XVII

JURY LEAVE

A. Any permanent full-time employee who loses time from his or her job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between his or her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:

1. The employee must notify the Department Head immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;

3. No employee is attending jury duty during vacation and/or other time off from Borough employment; and,

4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

B. If on any given day an employee is attending jury duty, he or she is released by the Court prior to 12:00 Noon, that employee shall be required to return to work by 1 PM that day in order to receive pay for that day.

ARTICLE XVIII

INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to thirty (30) days. In the event an employee is granted said injury leave, the Borough's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Borough. At the Borough's option, the employee shall either surrender and deliver his entire salary payments, or the Borough shall pay the difference.

2. If an employee returns to work from injury leave of less than thirty (30) days, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than thirty (30) days.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to thirty (30) days if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related, and whether employee is entitled to injury leave is initially made by the Boroughs Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job inquiry compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough

accumulated time off, he or shall be advanced sick time to cover the absence. If the employee leaves the employ of the Borough prior to reimbursing the Borough for such advanced time, the employee shall be required to reimburse the Borough for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an immediate report within two (2) hours thereof to their Department Head.

D. It is understood that the employee must file an injury report with their Department Head so that the Borough may file the appropriate Worker's Compensation Claim. Failure to so report said injury shall result in the failure of the employee to receive compensation under this Article.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Borough may reasonably require the employee to present such certificate from time to time.

F. If the Borough does not accept the certificate of the physician designated by the insurance carrier, the Borough shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Borough.

G. In the even the Borough-appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Borough-appointed physician. Then the Borough and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Borough and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

H. An employee who has abused his privileges under this Article will be subject to disciplinary action up to and including termination.

ARTICLE XIX

FAMILY LEAVE

The Borough shall be governed by the Borough's Family Leave Policy.

ARTICLE XX
MILITARY LEAVE

All bargaining unit employees shall be entitled to Military Leave in accordance with State Statutes.

ARTICLE XXI
UNION LEAVE

Up to two (2) days per year of Union leave shall be provided for standard training and conferences for Steward(s) only. The Union will give the Borough thirty (30) days' notice in writing in advance of such attendance.

ARTICLE XXII
LEAVE OF ABSENCE WITHOUT PAY

A. Upon making timely application, employees may apply to the Borough Administrator for a leave of absence without pay for a period not exceeding thirty (30) days. Such leave may be granted to employees who are temporarily or physically handicapped or incapacitated to such an extent that they are unable to perform their duties.

B. Leave may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.

C. A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work or increased compensation. Employees seeking a leave of absence without pay shall submit such a request in writing, stating the reasons, when the leave is desired, and the expected return to duty date.

D. Any employee leaving a position prior to receiving such written authorization by the Borough Administrator shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Borough.

E. While on unpaid leave status, no seniority shall accrue, nor shall any employee be entitled to benefits under this Agreement. An employee may, however, make appropriate arrangements to repay health insurance premiums for the time of such leave.

ARTICLE XXIII

ABSENCE WITHOUT LEAVE

Absence without notification for three (3) consecutive days shall constitute a resignation, except in the event of extraordinary circumstances which would make it impossible for the employee or a member of the employee's family to communicate with the Borough. Such cases will be individually evaluated by the Borough Administrator.

ARTICLE XXIV

HOSPITAL AND MEDICAL INSURANCE

A. The Borough shall provide health insurance for all employees and their families covered by this Agreement. The parties agree that the Borough may provide health benefits through the New Jersey State Health Benefits Plan with stand alone prescription. Local 32 members may select any base plan offered. The parties will be bound by any program changes made by the state. In the event that the cost of the above insurance coverage(s) escalates to become prohibitive to the Borough, the Borough may replace the existing coverage(s), provided that coverage under the new plan is equivalent coverage, and further provided that employees will be covered under the new plan for any and all pre-existing conditions for which they have been covered under the existing plan.

B. Employees covered under this contract will contribute towards their medical benefits as prescribed by Chapter 78 of the New Jersey State Statutes.

C. Each employee shall have a complete annual physical examination by the physician of his or her choice. The employee shall cause the physician to have a general report of the examination forwarded to the Borough in which report the physician shall indicate in general terms that the state of the employee's health and fitness to perform his or her duties. The Borough may, with reasonable cause, direct an employee to undertake more frequent physician examinations, at its cost, and with its physicians.

D. Employees who have retired in good standing from the Borough's employment may opt to purchase, at their own expense, medical insurance through the Borough's group insurance plan for a period of up to one (1) year following expiration of their COBRA eligibility. Payment for such insurance shall be made to the Borough monthly, in advance. In the event of nonpayment, the Borough may terminate such coverage immediately.

ARTICLE XXV
PERSONNEL FILES

A. The Borough shall establish personnel files or confidential records which shall be maintained under the direction of the Borough.

B. An employee covered under this Agreement shall, by a written request during normal business hours, review, in the presence of the Borough Administrator or designee, any written evaluation reports or written complaint which may be contained in the employee's personnel file. Upon written request, an employee shall receive, with a reasonable time after said request, a copy of any document in the employee's personnel file.

C. Whenever a written complaint concerning an employee is placed in his personnel file, a copy shall be furnished to him and he shall be given the opportunity to rebut same in writing within ten (10) calendar days.

ARTICLE XXVI
BULLETIN BOARD

A. The Union shall have sole use of the designated Union bulletin board located in the Municipal Building for the sole purpose of posting notices relating to meetings and official business of the Union only. The Borough shall provide and install this bulletin board in a mutually agreeable location.

B. Only material authorized by the signature of the Union Representative and/or the Shop Steward shall be permitted to be posted on said bulletin board.

C. The Borough shall have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE XXVII
PROMOTION

A. Promotion is an advancement in job class having a higher level of duties and responsibilities and/or a salary range having a greater maximum.

B. Promotion is based on merit and fitness with proper qualifications. Seniority in lower level positions will also be a factor in considering an employee for promotion.

C. All job openings in the Borough shall be posted for a minimum of ten (10) working days prior to the application deadline for the position.

D. When an employee is promoted and has been paid at a rate equal to or exceeding the minimum of the new position, the appointment will be made at the rate within the range which grants an incremental increase of two (2.0%) percent upon promotion.

ARTICLE XXVIII

PROBATIONARY PERIOD

A. New employees will serve a probationary period of three (3) months. An extension of three (3) months may be added to the probationary period upon notice by the Borough to the Union. Probationary employees may be suspended or dismissed at any time during the probationary period. The Union will be notified upon extension of the probationary period.

B. The purpose of the probationary period is to evaluate the employee's work performance and conduct, and to determine whether the employee merits permanent status.

C. A written evaluation will be conducted prior to the end of the probationary period by the Department Head. The probationary period may be extended for an additional six (6) month period in the event the Department Head is unable to determine that the employee should be granted a regular appointment at the end of the initial period, or that the employee shall be dismissed. Only one (1) extension shall be granted.

D. Unless otherwise provided by law, an employee will not be considered permanent due to expiration of the probationary period and failure of the Department Head to evaluate his or her status. Permanent status will result only from authorization by the Borough Administrator.

E. A probationary employee who has successfully completed their probationary period will be granted status as a regular employee with all rights and privileges pertaining to that employment or position.

F. An employee who is to be dismissed during the probationary period shall be notified in writing of the dismissal and the reasons for the action.

ARTICLE XXIX

SENIORITY

A. Seniority is denied as an employee's total continuous years of service within the defined employment category (full-time, part-time, part-time equivalent, etc.).

B. The services of an employee who is transferred or reassigned to another department within the Borough will be considered continuous for the purpose of seniority and fringe benefits.

C. The seniority of an employee who transfers from one category to another (for example, part-time to full-time) shall be calculated from the time of the transfer.

D. The Finance Department will maintain records on employee seniority and will calculate benefits accordingly. Employees and Department Heads should verify their own record with those of the Finance Department.

ARTICLE XXX

LAYOFF AND RECALL

A. Layoff is the separation of a permanent employee from a position for reasons other than delinquency or misconduct. Classes of employees subject to layoff will be determined by the Borough Administrator with the approval of the Mayor and Council.

B. 1. Layoff or demotion of permanent employees shall be in the order of seniority with the last employee hired as the first laid off or demoted.

2. For the purposes of layoff, demotion, recall and bumping, seniority within the Department shall control over seniority in the classification. However, in order to exercise their rights with respect to Departmental seniority, an employee must have a minimum of six (6) months in that classification, otherwise seniority within the classification shall control.

C. 1. Employees displaced by a reduction in force may apply for other municipal positions covered by this bargaining agreement which are presently held by employees with less calculated seniority.

2. Displaced employees bump laterally or down to lower classifications and receive the rate of pay specified for the lower classification.

3. An employee subject to layoff shall receive at least forty-five (45) days notice of the layoff, except in extenuating fiscal circumstances. The employee must notify the Borough Administrator, in writing, of his or her intention to exercise bumping rights within ten (10) working days of receipt of the layoff notice. All employees subsequently affected by the exercise of bumping rights shall be notified in writing, and shall have an opportunity, if applicable, to exercise their bumping rights within five (5) working days. However, the total time period within which the bumping rights must be exercised will be forty-five (45) days from when the first employee received his or her layoff notice. It is understood that any employee laid off because another employee exercised his or her bumping rights will not receive the forty-five (45) days notice prior to their layoff because of the exercising of bumping rights pursuant to this

Agreement.

4. A displaced employee may only bump into a position where he or she has the ability and necessary specified or implied educational background to properly learn the new job to a proficient level within a four-week period. If training is necessary for the break-in period, the rate of pay shall be commensurate with the productivity anticipated during the break-in period.

5. If the employee's old position opens as a full-time position, this employee will be given first right to that open full-time position if he or she is still qualified for that position.

6. Probationary employees do not have bumping rights.

D. All employees who are laid off shall have first right to be re-employed in the same or a similar position for which the laid-off employee is qualified, in the inverse order in which they were laid off, and the Borough shall not employ anyone until all laid-off employees have been fully reinstated with all pay and privileges. This right shall extend for a period of one (1) year from date of termination, but shall not apply as a right to employees who had a performance rating of less than "acceptable" when laid off.

E. If an employee refuses reinstatement during the one (1) year period, then all re-employment rights are relinquished.

F. Part-time employees shall not be eligible to bump full-time employees.

ARTICLE XXXI

TRANSFER

A. Employees who desire to transfer voluntarily within the Borough may do so if a position vacancy exists, and the supervisor of the vacant position finds the employee qualified and the Mayor approves.

B. Employees whose service in a given position is no longer required or who can be better utilized in a different position temporarily or permanently, may be transferred involuntarily to a different position.

C. A probationary period of six (6) months will be mandatory following transfers. Permanent status and anniversary date will not be affected by transfers.

D. An employee transferred involuntarily for administrative reasons shall suffer no loss of pay.

ARTICLE XXXII
SEPARABILITY AND SAVINGS

A. If any clause or provision of this Agreement is deemed illegal and/or invalid through a court decision or legislation, that clause or provision shall become null and void. All other clauses or provisions of this Agreement shall not be effected, and shall remain in full force and effect.

B. If any clause or provision of this Agreement is deemed illegal and/or invalid, the Borough and the Union, upon the request of either party, shall meet and discuss the clause or provision in question. Neither the Borough nor the Union shall be obligated to agree to a modified, alternate, or replacement clause or provision.

ARTICLE XXXIII
FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Borough and the Union, for the life of this Agreement, each shall voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject to matter may not have been within the knowledge of contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or part by the parties by an instrument, in writing only, executed by both parties.

E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied,

between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Union, for the life of this Agreement, hereby waives any rights to request or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE XXXIV

MISCELLANEOUS

The Borough shall supply job descriptions for all classifications.

ARTICLE XXXV

UNIFORM ALLOWANCE

All Public Works employees covered by this Agreement will be entitled to a clothing allowance in the amount of Four Hundred Fifty (\$450.00) Dollars to purchase necessary uniforms and boots. Any new Public Works employee hired after January 1, 2006, will receive an initial uniform issue, but will not receive the clothing allowance for that year.

ARTICLE XXXVI

CLOSING DUE TO INCLEMENT WEATHER

If the Mayor deems it appropriate to close Borough Hall due to inclement weather, all essential bargaining unit employees required to do work beyond closing time shall be paid one and one-half (1 ½) times their hourly rate of pay for hours worked beyond closing time. Sewer plant employees working shift work shall be paid at the rate of one and one-half (1 ½) times their hourly rate of pay for all hours worked between 12:01 a.m. and 12:00 midnight on the day of closing, except that payment for any hours worked during which Borough offices are open shall be at the regular (non-overtime) rate.

ARTICLE XXVII

DURATION

This Agreement shall become effective January 1, 2022 and shall terminate on December 31, 2025. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) and no later than one hundred and twenty (120) days prior to the expiration date of this Agreement of the

desire to change, modify or terminate this Agreement.

The terms set forth in this Agreement shall remain in effect after December 31, 2022 and during such time that the Agreement for replacement of same is being negotiated. However, all salaries shall remain frozen from the date of expiration of this agreement until a new collective negotiations agreement is approved and ratified.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

ATTEST:

BOROUGH OF HIGHTSTOWN

By: _____

Laurence Quattrone, Mayor

Dated: _____

ATTEST:

LOCAL 32, OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION

By:

Dated:

Angela M. Fine
Secretary/Treasurer, Local 32
May 12, 2022

Ray Rutledge 5/12/2022

[Signature] 5-12-22
Kary Bell 5/12/2022

Resolution 2022-102

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

A RESOLUTION AUTHORIZING HIGHTSTOWN BOROUGH'S PARTICIPATION IN THE NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

WHEREAS, the Borough of Hightstown desires to become a member of the North Jersey Wastewater Cooperative Pricing System, NJWCPS, effective June 9, 2022, and, that such membership shall be for the period ending November 24, 2024, and each renewal, thereafter of the system, unless the Borough of Hightstown elects to formally withdraw from the system;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Hightstown that the Mayor and Borough Clerk are hereby authorized to execute the attached agreement for such membership.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 16, 2022

Margaret Riggio
Borough Clerk

AGREEMENT
NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM PARTICIPANTS

This agreement made and entered into this day of _____, 2021 by and between the Passaic Valley Sewerage Commission (hereinafter referred to as "PVSC") and the Borough of Hightstown, a governmental corporation of the State of New Jersey or Public Agency located at 156 Bank Street, Hightstown, New Jersey (hereinafter referred to as the "Participating Contracting Unit").

WITNESSETH:

LEGAL AUTHORITY:

WHEREAS, N.J.S. 40A:11-11 (5), specifically authorizes two or more contracting units to enter into a Cooperative Pricing System and Agreement for the purchase of work, materials and supplies; and

WORK TO BE PERFORMED:

WHEREAS, the Passaic Valley Sewerage Commission will conduct a Cooperative Pricing System with Participating Contracting Units, utilizing administrative purchasing services and facilities of the PVSC; and this Cooperative Pricing Agreement is to effect substantial economies in the purchase of goods and supplies; and

WHEREAS, the PVSC wishes to operate the **North Jersey Wastewater Cooperative Pricing System** (hereinafter referred to as the NJWCPS) with the Bergen County Utilities Authority (BCUA), the Joint Meeting of Essex and Union Counties (JMEUC), the Pequannock, Lincoln Park, and Fairfield Sewerage Authority- Two Bridges (TBSA), the Northwest Bergen County Utilities Authority, the Rahway Valley Sewerage Authority, the Town of Morristown, the Township of Wayne, the City of Asbury Park, the Linden Roselle Sewerage Authority, the Sussex County Municipal Utilities Authority, the Township of Mine Hill, the Musconetcong Sewerage Authority, the Borough of Fair Lawn, the Township of Morris, the Village of Ridgewood, the Rockaway Valley Sewerage Authority, the Atlantic County Utilities Authority, the Township of Wall, the Township of Readington, the Borough of South Plainfield, the Borough of Lodi, the Borough of Madison, the Secaucus Municipal Utilities Authority, the Two Rivers Water Reclamation Authority, the Borough of Point Pleasant, the Township of Branchburg, the Township of Parsippany-Troy Hills, the Township of Springfield, the Township of Neptune, the Township of Verona, the Borough of Lindenwold, the North Bergen Utilities Authority, the Bayshore Regional Sewerage Authority, the Lacey Municipal Utilities Authority, the Cape May County Municipal Utilities Authority, the Bernards Township Sewerage Authority, the South Monmouth Regional Sewerage Authority, the East Windsor Utilities Authority, the Borough of Stone Harbor, the Borough of Bloomingdale, the Township of Livingston, the Township of Roxbury, the Township of Freehold, the Southeast Morris County Utilities Authority, the Township of Montville, the Manasquan River Regional Sewerage Authority, the Cumberland Co. Utilities Authority, the Borough of Old Tappan, the Readington Lebanon Sewerage Authority, the Borough of Glen Rock, the Warren Township Sewerage Authority, the Borough of Highlands, the Township of Denville, and the Logan Township Municipal Utilities Authority, as well as other appropriate Public Agencies within New Jersey; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, in consideration of the conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or supplies to be priced cooperatively may include Spare Parts, Instrumentation Equipment, Maintenance Chemicals, Motor Repair/Replacement, Mechanical Seals, Safety Equipment, Electrical Equipment, Laboratory Supplies, Bulk Chemicals and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis, providing the PVSC consents to these other items.

The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

ADMINISTRATION AND OPERATION OF SYSTEM:

2. The PVSC, on behalf of all participating contracting units, at the beginning of participating in the NJWCPS, and during each January thereafter, shall publish a legal advertisement in such format as required by the State Division of Local Government Services in a newspaper normally used for such purposes by it to include such information as:
 - (1) The name of the participating contracting units, and
 - (2) The name of the Cooperative Pricing System soliciting competitive bids or informal quotations, and
 - (3) The address and telephone number of the NJWCPS, and
 - (4) The State Identification Code for the Cooperative Pricing System, and
 - (5) The expiration date of the Cooperative Pricing Agreement.
3. The specifications shall be prepared and approved by the NJWPCS and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
4. The NJWPCS may provide the Participating Units with the copies of the specifications at least thirty (30) days prior to seeking bids and will notify the Participating Contracting Units, in writing, of the item(s) on which it will seek bids. Fifteen (15) days prior to advertising, each of the participating contracting units shall designate, in writing, to the NJWCPS, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation and filing of specifications as provided by law.

The NJWPCS will call a meeting of all Participating Contracting Units each December in order to provide the participants with an opportunity to discuss the goods or services to be priced cooperatively and the terms of the specifications for the next calendar year.

5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be presented on behalf of all of the Participating Contracting Units desiring to purchase any item by the NJWCPS in the Cooperative Pricing System.
6. In seeking bids the NJWCPS will include in the specifications two categories upon which bids are sought: (a) the NJWCPS's requirements, stated in definite quantities; and (b) the Participating Contracting Units, stated as an estimated total quantity of the needs of all the other Participating Contracting Units, which total shall not be exceeded in the aggregate by more than 20 percent of the total cost awarded for that Category. The specification for this category shall list the other Participating Contracting Units, their delivery address, their estimated maximum quantities and other relevant information to permit the bidder to understand what is potentially involved. The bids will contain: (1) a provision stating that contracts shall be in compliance with N.J.A.C. 5:30-5.5 (B), open-end contract rules; and (2) language requiring the bid price(s) to be stated so that it is uniform with respect to both categories (the NJWCPS and other Participating Contracting Units).

The provision with respect to the other contracting units category will allow the bidder to indicate if it is willing to provide the item(s) bid upon to other participating contracting units in the system; or if it is not willing to extend prices to other participating units in the systems.

7. The NJWCPS shall advertise for bids or the solicitation of informal quotations and shall receive bids or quotations on behalf of all Participating Contracting Units. Following the receipt of bids, the NJWCPS shall review said bids and on behalf of all Participating Contracting Units, either reject all or certain of the bids or make an award to the lowest responsible bidder or bidders for each separate item. This award shall result in the NJWCPS entering into a master contract with the successful bidder(s)
8. The NJWCPS shall enter into a formal written contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available only for its own needs ordered. Each Participating Contracting Unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to the successful bidder(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s); and be responsible for any tax liability. No Participating Contracting Unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other Participating Contracting Units and shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability. The provisions of this paragraph shall be quoted or referred to and sufficiently described in all advertisements for bids by the NJWCPS so that each bidder shall be on notice as to the respective responsibilities and liabilities of the Participating Contracting Units.

The NJWCPS shall supply the Participating Contracting Units with copies of the specifications, name of successful bidder, prices awarded and the contract identification number. Each Participating Contracting Unit may then order directly from that vendor by purchase order if under the appropriate statutory bid limit or by contract of the governing body or agency if over the appropriate statutory bid limit. The identification number shall be affixed to each purchase order or contract and shown on all forms pertaining thereto.

9. If the lowest responsible bidder declines to extend prices to the Participating Contracting Units all bids shall be rejected and no further bids will be sought by the NJWCPS on behalf of the Participating Contracting Units.
10. A bidder shall not be required or permitted to extend his bid prices to Participating Contracting Units unless he has voluntarily agreed to do so as part of his bid.
11. Nothing in this Agreement shall prevent any Participating Contracting Unit from awarding contracts of purchase, with or without advertising, individually and on its own behalf, provided, however, that invitations for such individual bids shall not be advertised, nor shall bids be received individually, during the period in which the NJWCPS is advertising for and receiving bids for the same goods or services, except in the case of emergency or hardship.
12. No purchase order or contract shall be issued by any Participating Contracting Unit for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids which it has itself received.
13. The NJWCPS reserves the right to exclude any goods or services from within said system if, in its opinion, the pooling of purchasing requirements or needs of the Participating Contracting Units is either not beneficial or not workable.

ADMINISTRATIVE COSTS:

14. The PVSC shall bear all costs associated with administering the Cooperative Pricing system and bidding process including cost of advertising and administration and the Participating Contracting Units shall not be obligated for any part of such expenses.

DURATION AND TERMINATION:

15. This Agreement shall become effective the date executed, subject to the approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date or the term of the current approval unless any party to this Agreement shall give written notice of its intention to terminate its participation at least 30 days prior to the succeeding four (4) years. The NJWCPS may choose to terminate registration of the system no later than 30 days prior to the expiration date of the system. Renewal of the system will be in accordance with the provisions of N.J.A.C. 5:34-17.6, as may be amended.
16. This Agreement and the Cooperative Pricing System will not terminate nor be invalidated by the PVSC or the withdrawal or addition of any Participating Contracting Unit. However, this Agreement and the Cooperative Pricing System shall be terminable and invalidated at the instance of the NJWCPS upon written notice to the Participating Contracting Unit and without recourse against the NJWCPS for any reason or if continuance of the within system becomes unlawful for any reason.

DOCUMENTATION:

17. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the NJWCPS for purposes identifying each contract and item awarded.

18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
19. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

PASSAIC VALLEY SEWERAGE COMMISSION

BY: _____
 GREGORY A. TRAMONTOZZI
 EXECUTIVE DIRECTOR, PASSAIC VALLEY SEWERAGE COMMISSION

(SEAL)

ATTEST BY: _____
 PASSAIC VALLEY SEWERAGE COMMISSION
 MATTHEW F. MURRAY, CLERK

ATTEST: NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

By: _____
 Passaic Valley Sewerage Commission

Date: _____

Additional signatures on next page

BOROUGH OF HIGHTSTOWN

BY: _____
Lawrence D. Quattrone, Mayor

(SEAL)

ATTEST BY: _____
Margaret Riggio, Borough Clerk

Resolution 2022-103

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	325,800.00	1,274,907.00	1,600,707.00
Capital Outlay – Current	0.00	0.00	0.00
Debt Service – Current	0.00	0.00	0.00
Water/Sewer	100,000.00	342,705.00	442,705.00
Capital Outlay – W/S	0.00	0.00	0.00
Debt Service - W/S	0.00	0.00	0.00
TOTAL	425,800.00	1,617,612.00	2,043,412.00

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 May 16, 2022.

Margaret Riggio
Borough Clerk

Borough of Hightstown
 Emergency Temporary No. 6
 5/16/2022

Current Fund

Collection of Taxes	Other Expenses	10,000.00
Tax Assessor	Other Expenses	1,800.00
Municipal Court	Other Expenses	15,000.00
Planning Board	Salaries and Wages	2,000.00
Planning Board	Other Expenses	12,000.00
Group Health Insurance	Other Expenses	50,000.00
Police	Salaries and Wages	130,000.00
First Aid	Other Expenses	1,000.00
Solid Waste	Salaries and Wages	25,000.00
Recycling	Other Expenses	15,000.00
Community Services Act	Other Expenses	10,000.00
Board of Health	Salaries and Wages	10,000.00
Parks and Recreation Maintenance	Salaries and Wages	5,000.00
Celebration of Public Events	Other Expenses	1,000.00
Street Lighting	Other Expenses	10,000.00
Telephone	Other Expenses	10,000.00
Gas/Heating	Other Expenses	3,000.00
Shared Service Roosevelt Trash Collection	Other Expenses	15,000.00

Total Current Fund

325,800.00

Water-Sewer Operating Fund

Other Expenses	<u>100,000.00</u>
----------------	-------------------

Total Water Sewer Operating

100,000.00

Total

425,800.00

Resolution 2022-104

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

AUTHORIZING REFUND OF TAX OVERPAYMENT – 540 SOUTH MAIN STREET

WHEREAS, an overpayment of 2022 taxes were made for Block 62/Lot 11, 540 South Main Street in the amount of \$2,683.23, by the home owner; and

WHEREAS, both the mortgage company and the homeowner paid second quarter taxes; and

WHEREAS, the homeowner, Gilbert T. & Rose M. Ward, 540 South Main Street, Hightstown, NJ 08520, has requested that a refund be issued for the overpayment in the amount of \$2,683.23; and

WHEREAS, the Tax Collector has requested that said overpayment be refunded in the amount of \$2,683.23.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Tax Collector and Finance Officer are hereby authorized to issue a refund in the amount of \$2,683.23 to Gilbert T. & Rose M. Ward, 540 South Main Street, Hightstown, NJ 08520, representing the tax overpayment as set forth herein.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 16, 2022.

Margaret Riggio
Borough Clerk

Resolution 2022-105

*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 May 16, 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:

Contract Negotiations – Recycling

Contract Negotiations – WMR, LLC 219 Wycoff Mills Road

Attorney Client Privilege

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 August 16, 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 May 16, 2022.

Margaret Riggio
Borough Clerk



Borough of Hightstown

148 North Main Street, Hightstown, NJ 08520
(609) 490-5100 Fax: (609) 371-0267

Website: www.hightstownborough.com

December 13, 2020

Lawrence Quattrone, Mayor
Borough of Hightstown

Mayor,

I have compiled a list of surrounding towns that add and do not add fluoride to their drinking water.

Towns that add are: East Windsor, Robbinsville, Hamilton, Trenton and Allentown and West Windsor.

Robbinsville, Hamilton and West Windsor are serviced by Aqua.

Towns that do not add are: Cranbury, Monroe, Roosevelt, Florence, Helmetta, New Brunswick and South Brunswick.

I either found the information on their website, looking at the Consumer Confidence Report or by calling the individual town.

If you have any questions please let me know.

Thank you,

Richard Lewis
Senior Water Operator

Special Events Permit Permit Required.

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

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

Applications.

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

- a. The name, address, email address and telephone number of the applicant.
- b. The name, address and telephone number of the person, persons, corporation, organization or association sponsoring the activity if event is sponsored.
- c. A detailed description of the proposed event and a detailed sketch that would show the area or route to be used, more commonly referred to as a footprint. Footprint layout must include:
 - 1. Proposed signs or banners to advertise the event and signs at the event location and directional sign and plans to remove all of the signs after the event.

2. The location and number of portable toilets. The location must be ADA accessible and the number of ADA portable toilets required is based on the number of attendees.
 3. The location and number of generators.
 4. location of all trash or recycle receptacles, how often is it collected and how it is finally disposed of from the site.
 5. Parking locations and approval from the property owner of the parking locations.
 6. Location of tents, tables, food trucks, stage or other performance areas, any open flame being used,
- d. The date(s) and hour(s) for which the permit is desired and possible rain date.
- e. The location of the event for which the permit is desired, and complete details as to how the applicant intends to provide for cleanup, disposal of garbage, security and traffic control.
- f. The number of contestants, participants, spectators and/or other people that could reasonably be anticipated to attend the event.
- g. A detailed description of the Borough resources or services that will be required to be provided in connection with the event.
1. Police Department
 2. Public Works
 3. Fire Department
 4. First Aid Squad
- h. Any other information which the Borough Clerk shall find reasonably necessary to a fair determination as to whether a permit should be issued hereunder.
- i. The application shall be accompanied by a check for twenty-five (\$25.00) dollars to cover the cost of processing the application and issuing the permit. Five (\$5.00) dollars shall be refundable if the application is denied.

Review of Applications.

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

Standards for Issuance of Permit.

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

- a. That the proposed event will not unreasonably interfere with or detract from the general public enjoyment of the public park, ~~beach~~ or roadway to be utilized.
- b. That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
- c. That the proposed activity or uses that are reasonably anticipated will not be likely to include violence, crime or disorderly conduct.
- d. That the ~~facilities~~ location(s) desired have not been reserved for other use at the date and hour requested in the application.
- e. A deposit of at least 50% of the estimated costs shall be paid not less than five days before the event. All or part of the required fees may be waived by the Mayor and Council.
- f. That any temporary structure for the event (tent, etc.) should be erected no more than 24 hours prior to the event and should be removed within 24 hours after the event.
- g. That the proposed activity will not entail expense for police, ~~public works, fire department, or rescue squad~~ operations by the Borough, all expenses incurred shall be the responsibility of the permit holder who shall apply for police coverage through a process that shall be included in the Park Use Permit

Application process;

Liability and Revocation.

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

Liability insurance.

The applicant, prior to any permit becoming effective, shall procure and maintain for the event an insurance policy with not less than \$1,000,000 (*higher coverage for larger events?*) combined single limit for bodily injury and property damage as well as automobile public liability of applicable) and property damage insurance with limits in amounts not less than \$1,000,000 for bodily injury and \$500,000 for property damage. The comprehensive general liability policy shall include the Borough of Hightstown as an additional insured. The applicant shall provide the Clerk with certificates evidencing the required insurance coverage at least 10 days prior to the date of the event, and said insurance may not be canceled or altered without written consent of the Borough. *And hold harmless agreement*

Block Party Authorization to issue permit; application.

- A.** No person, association or group shall cause or permit a Borough street to be closed for the purpose of conducting a block party, without first having obtained a permit issued by ~~the Chief of Police~~ **Borough Clerk** on a temporary street closing.
- B.** Applications for block party permits shall be made with ~~the Chief of Police of the Borough of Eatontown~~ **Clerk for the Borough of Hightstown** no sooner than a year prior to the date selected for holding the event, and at least 30 days before the date of such event. Applications shall be made on a form to be provided by the ~~Chief of Police~~ **Borough Clerk** for that purpose and will then be ~~forwarded to the Traffic Safety Officer for review~~ **reviewed by necessary departments**. Applications shall contain the following information:
- (1)** Names, addresses, **email address** and telephone numbers of applicant(s) and each owner of property whose access to the temporarily closed street(s) will be impacted by the permit.
 - (2)** The date and period of time for such temporary street closings, including a rain date if applicable.
 - (3)** Explanation of the extent and nature of the proposed temporary street closing.
 - (4)** Description of the proposed method of effecting the temporary street closing and the location of any and all barriers to be used in restricting the flow of vehicular traffic on the closed street(s).
 - (5)** The proposed location and description of any temporary structures, rides or other items to be placed in the roadway.
 - (6)** A signed statement by the applicant(s) that he/she or they agree to abide by all the conditions of the permit, the ordinances of the Borough and the applicable rules and regulations of the Police Department.
 - (7)** A designated contact person.
 - (8)** An acknowledgement by property owners that no motor vehicle traffic will be permitted during the block party except for vehicles used in connection with the block party, municipal vehicles and emergency vehicles.
- C.** That a block party, or any similar event by whatever name employed, is only open to the residents of a block or neighborhood and their invited guests, and where the purpose of the event is to promote a sense of community among the residents of a block or neighborhood. As part of the application for a block party, the organizers shall: provide a signature list with names and addresses of at least 50% of the properties in the block/neighborhood affected by the event supporting the application; and provide a means of alternate ingress and egress for neighbors not participating in the block party; and if approved a plan to provide sufficient advanced notice to neighboring blocks.

D. The applicant shall give notification to Public Works at least 72 hours prior to the event to drop off barricades based upon availability. A security deposit of ~~\$50~~ \$100 and rental fee of \$50 will be required. The applicant shall give notification to Public Works on the next business day following the block party to request pickup of the barricades. If any equipment is broken upon return, the applicant's security deposit ~~may~~ will be used by the Borough towards reimbursement costs.

Fee; standards for denial of application.

A. The application shall be accompanied by a fee in the amount of \$75, which shall be refundable in the event that the permit is denied. The ~~Chief of Police~~ Borough Clerk shall authorize the issuance of a block party permit conditioned upon the applicant's written agreement to comply with the terms of such permit, unless ~~denied for: the Chief of Police is advised by the Traffic Safety Officer that:~~

- (1) The time, size and location of the event will unreasonably disrupt the movement of traffic.
- (2) The event is of a size or nature that requires diversion of Borough police officers to the extent that reasonable police protection would be denied to the Borough.
- (3) Such event will interfere with another event for which a block party permit has already been issued.
- (4) The information contained in the application is found to be false or nonexistent in any material detail.
- (5) The applicant refuses to agree to abide by or comply with all conditions of the permit.
- (6) The proposed block party prevents or interferes with the movement of firefighting, first aid or other safety and/or emergency vehicles to the point of interfering with normal fire protection, ambulance service or other safety services in the Borough.
- (7) If the proposed block party is on a County or State road
- (8) Commercial vending/soliciting not permitted

B. The ~~Chief of Police~~ Borough Clerk or ~~his~~ their designee shall advise the applicant, in writing, of the reason for any denial of the application.

Validity of permit.

A permit issued pursuant to this article shall be valid only for the date and the hours specified thereon, which shall not be before 8:00 a.m. or after 10:00 p.m.

Cleanup after block parties.

The applicant shall be responsible for removal of litter, debris and other materials from the street or portion thereof used for the party, which is attributable to or caused by the party. In the event severely littered streets require Public Works to perform a cleanup at its own expense, the applicant shall be charged such reasonable cleanup costs.

Obstacles blocking streets to be movable.

A street or portion thereof blocked off for a party shall not be obstructed by obstacles which cannot be readily moved to allow emergency and hazard vehicles to enter it in response to an emergency

Limit on number of permits.

No more than two permits shall be granted by the Police Department in any calendar year for the same block or blocks.

Liability.

The persons, organization or association to whom the permit is issued shall be liable for all losses, damages or injuries sustained by any person, whether a participant or spectator at the block party or recreational event, whether or not said losses, damage or injuries arise by reason of the negligence of the person, persons or organization to whom such permit shall have been issued. The applicant shall be required to enter into a hold harmless agreement, which agreement shall provide that the applicant shall agree to save and hold the Borough harmless of and from any and all obligations and liabilities which may arise from the temporary street closing which represents the subject matter of the application. The applicant shall further agree as part of these provisions to hold harmless the Borough and to defend at his own cost and expenses any claims or lawsuits instituted by third parties, which obligations or liabilities might otherwise exist or be asserted against the Borough.

Liability insurance.

The applicant, prior to any permit becoming effective, shall procure and maintain for the block party an insurance policy with not less than \$1,000,000 combined single limit for bodily injury and property damage as well as automobile public liability (of applicable) and property damage insurance with limits in amounts not less than \$1,000,000 for bodily injury and \$500,000 for property damage. The comprehensive general liability policy shall include the Borough of Eatontown as an additional insured. The applicant shall provide the Chief of Police with certificates evidencing the required insurance coverage at least 10 days prior to the date of the block party, and said insurance may not be canceled or altered without written consent of the Borough. *Cost of policy? May be too costly for*

Revocation of permit.

Any block party permit issued pursuant to this article may be summarily revoked by the ~~Eatontown~~ **Hightstown** Police Department when, upon reason of disaster, public calamity, riot or other emergency, the Eatontown Police Department deems that the safety of the public or property requires such revocation.

Violations and penalties.

Any person, firm or corporation violating any provision of this article shall upon conviction be subject to a fine not exceeding \$2,000 or the maximum allowable under N.J.S.A. 40:49-5, a term of imprisonment not exceeding 90 days or a period of community service not exceeding 90 days or any combination thereof. Each day of violation shall constitute a separate offense.