

Agenda Hightstown Borough Council

June 20, 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

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

2022-13 First Reading and Introduction An Ordinance Establishing a New Traffic Restriction and Amending and Supplementing Article 7-1, Entitles "On-Street Traffic Regulations," of Chapter 7, "Traffic," of "The Revised General Ordinances of the Borough of Hightstown", In Order to Establish a New Section 7-1-29 Thereof to be Known as "No Passing in Bike Lanes"

2022-14 First Reading and Introduction An Ordinance Authorizing the Sale of Certain Borough Owned Real Property Located at 239 Wyckoff Mills Road (Block 12.01, Lot 3), Situated in East Windsor, New Jersey

Resolutions

2022-119 Authorizing Payment of Bills

2022-120 Resolution Establishing the Policy of the Borough of Hightstown Regarding the Replacement of Lead Service Lines Associated with the Hightstown Public Community Water System

2022-121 Resolution Authorizing the Borough of Hightstown to Enter into a Contract for the sale of Certain Borough Owned Real Property Located at 239 Wyckoff Mills Road (Block 12.01, Lot 3), Situated in East Windsor, New Jersey

Consent Agenda

2022-122 Amending Resolution 2022-108 Establishing Salaries of Certain Officers and Employees of the Borough of Hightstown for the Year 2022

- 2022-123** Authorizing Specification Preparation, Bidding, Inspection and Administration for Influent Drywell Update at the Advanced Wastewater Treatment Plant
- 2022-124** Authorizing Purchase of Concrete Barriers
- 2022-125** Urging the Swift Passage of S-330 Which Restores Energy Tax Receipts
- 2022-126** Authorizing Emergency Temporary Appropriations Prior to the Adoption of the 2022 Budget

Discussion

Solterra Recycling Contract

Personal Policy – Education Agreement

Personal Policy – Compensation of Overtime

Budget Meeting Dates

Subcommittee Reports

Mayor/Council/Administrative Reports

Executive Session

Resolution 2022-127 Authorizing a Meeting that Excludes the Public

Contract Negotiation – FOP Superior Officers & Rank and File

Adjournment

Ordinance 2022-13

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

AN ORDINANCE ESTABLISHING A NEW TRAFFIC RESTRICTION AND AMENDING AND SUPPLEMENTING ARTICLE 7-1, ENTITLED “ON-STREET TRAFFIC REGULATIONS,” OF CHAPTER 7, “TRAFFIC,” OF “THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN,” IN ORDER TO ESTABLISH A NEW SECTION 7-1-29 THEREOF TO BE KNOWN AS “NO PASSING IN BIKE LANES”.

WHEREAS, the Borough of Hightstown (the “Borough”) has previously established certain traffic regulations within the Borough; and

WHEREAS, the previous regulations as referenced above, which are codified in Chapter 7 of the Borough Code, shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, the Mayor and Borough Council have determined to revise the prior traffic regulations in order to establish certain new traffic restriction(s) as set forth herein.

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

Section 1. That the prior traffic regulations are hereby revised in order to establish the new traffic restriction(s) as set forth in more detail herein.

Section 2. That Article 7-1, entitled “On-Street Traffic Regulations,” of Chapter 7, “Traffic,” of “The Revised General Ordinances of the Borough of Hightstown,” (the “Borough Code”) is hereby amended and supplemented in certain limited respects, in order to establish a new Section 7-1-29, to be known as “No Passing in Bike Lanes,” to read as follows:

§ 7-1.29. No Passing in Bike Lanes.

No person shall utilize a motor vehicle to pass another vehicle in a manner that causes the driver’s vehicle to enter into the bike lane(s) marked upon any of the streets or parts of streets described.

Name of Street	Side	Location
North Main Street	Both	All designated bike lanes

Section 3. That all other provisions of Article 7-1 of the Borough Code which are not referenced in Section 2 of this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

Section 4. That all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

Section 5. That the provisions of this Ordinance shall be severable. 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 the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 6. That this Ordinance shall become effective upon final passage and publication in

accordance with the law, following the receipt of any approvals deemed necessary by any other governmental agencies or authorities which may have jurisdiction over the matters set forth in the within Ordinance and the installation of proper signage by the Borough of Hightstown and/or the County of Mercer.

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2022-14

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

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN BOROUGH OWNED
REAL PROPERTY LOCATED AT 239 WYCKOFFS MILLS ROAD (BLOCK 12.01, LOT
3), SITUATED IN EAST WINDSOR, NEW JERSEY.**

WHEREAS, the Borough of Hightstown (referenced as “Hightstown” or the “Borough”) is the record owner of certain real property located at 239 Wyckoffs Mills Road situated in the neighboring municipality of East Windsor Township (“East Windsor”), which parcel is more commonly known and designated as Block 12.01, Lot 3 on the Official Tax Map of East Windsor (the “Property”); and

WHEREAS, the Property is an irregularly (triangular) shaped parcel of vacant land comprised of approximately 0.87 acres, and is without any capital improvement(s) thereon; and

WHEREAS, the Property is located in the I-O Industrial Office Zoning District in East Windsor, in which the minimum lot size required for development is four (4) acres; and

WHEREAS, the Property is therefore undersized and would require variance(s) to be developed; and

WHEREAS, the Property is not needed for any public use(s) or purpose(s) of Hightstown; and

WHEREAS, as indicated above, the Property is less than the minimum size required for development in the I-O Industrial Office Zoning District in East Windsor; and

WHEREAS, 219 WMR, LLC, with an address of 154 First Avenue, Manasquan, New Jersey 08736, is the record owner of the parcel situated immediately adjacent to the Property, which parcel is known and designated as Block 12.01, Lot 1.01 on the East Windsor Tax Map; and

WHEREAS, there are no other parcels of real property that are located contiguous to the Property other than the parcel referenced above owned by 219 WMR, LLC (Block 12.01, Lot 1.01); and

WHEREAS, 219 WMR, LLC is pursuing a development project in East Windsor relating to its parcel; and

WHEREAS, 219 WMR, LLC has submitted a proposal to Hightstown to purchase the Property from the Borough for the sum of \$100,000.00, which sum shall be paid in cash to the Borough at closing; and

WHEREAS, all other terms and conditions associated with the undertaking are set forth in Exhibits A and B attached hereto; and

WHEREAS, the Borough Council has determined that it would be in the best interests of Hightstown to sell the Property to 219 WMR, LLC, pursuant to the terms and conditions set forth in Exhibits A and B attached hereto, and those as set forth in the within Ordinance; and

WHEREAS, the New Jersey “Local Lands and Buildings Law,” specifically N.J.S.A. 40A:12-13(b)(5), permits a sale of municipally owned real property to the sole contiguous property owner based upon negotiation between the parties so long as the property is less than the minimum size required for development and without any capital improvement(s) thereon; and

WHEREAS, those circumstances are present in the within transaction; and

WHEREAS, the Borough Council now wishes to authorize the sale of the Property through the adoption of the within Ordinance.

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

Section 1. That, in accordance with N.J.S.A. 40A:12-13(b)(5), the Borough of Hightstown is hereby authorized to sell the Property located at 239 Wyckoffs Mills Road in East Windsor Township (Block 12.01, Lot 3) to 219 WMR, LLC.

Section 2. That the sale price for the Property shall be One Hundred Thousand Dollars (\$100,000.00), which sum shall be paid in cash to the Borough at closing.

Section 3. That the terms and conditions associated with the Borough's sale of the Property are set forth in Exhibits A and B which are attached hereto and made a part hereof.

Section 4. That the sale is further contingent upon the adoption of the within Ordinance pursuant to New Jersey "Local Lands and Buildings Law," specifically N.J.S.A. 40A:12-13(b)(5).

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

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

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

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

Section 9. That, in the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

EXHIBIT A

219 WMR LLC
154 First Ave
Manasquan, NJ 08736
732-690-8569

June 2, 2022

Mayor Quattrone
156 Bank Street
Hightstown, NJ 08520

RE: Offer to Purchase Block 12.01 Lot 3, 0.87 Acres Located in East Windsor NJ

Dear Mayor Quattrone:

Based on our last conversation that granting 219 WMR LLC the sight triangle easement on the subject property would make the property undevelopable. At your request, I have prepared This letter of intent to set forth the general terms and conditions under which 219 WMR LLC (Purchaser) would be prepared to enter into a purchase and sale agreement with Hightstown Borough (Seller) for this property.

Property: Block 12.01 Lot 3, East Windsor, NJ ~ 0.87 Acres.

Purchase Price: \$100,000 paid in cash at closing.

Property Condition: AS IS

Due Diligence: 30 days for title work

Closing: 15 days after title work is complete.

Disclosure: John Kainer and is licensed NJ real estate broker.

The purpose of this Letter is to set forth the mutual intent of Buyer and Seller to negotiate and attempt to enter into a Purchase Agreement. If the terms and conditions set forth above are satisfactory, please execute and date this letter in the space provided below and return it to Buyer. If you have any questions, please do not hesitate to call. I look forward to working with you on this transaction.

Sincerely,
219 WMR LLC

John Kainer
Managing Partner

Accepted By: _____ Date: _____

EXHIBIT B

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on June __, 2022 (the Effective Date)

BETWEEN**HIGHTSTOWN BOROUGH, THE COMMON COUNCIL**

whose address is Attn: _____, 148 N Main St, Hightstown, NJ 08520, referred to as Seller,

AND**219 WMR, LLC,**

whose address is Attn: John Kainer 154 First Ave, Manasquan, NJ 08736, referred to as Buyer.

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. Purchase Agreement. The Seller agrees to sell, and the Buyer agrees to buy the property described in this Contract.

2. Property. The property to be sold consists of: (a) the land and all buildings, other improvements, and fixtures on the land; and (b) all the Seller's rights relating to the land. The real property to be sold is in the Township of East Windsor in the County of Mercer and the State of New Jersey. It is shown on the municipal tax map of East Windsor as Lot 3 in Block 12.01 and is also known as 239 Wyckoffs Mills RD, East Windsor, NJ 08520. (the "Property").

3. Purchase price. The purchase price is \$100,000.00.

4. Payment of purchase price. The Buyer will pay the Purchase Price as follows:

Upon signing of this contract (the "Deposit")	\$5,000.00
Balance to be paid at closing of title by wire transfer (Subject to adjustment at closing)	\$95,000.00

5. Deposit. All deposit moneys will be held in trust by Trident Abstract Title Agency, LLC, Buyer's Title Company, with an address of 1340A Campus Parkway, Wall, New Jersey 07753 ("Title Company" or "Escrow Agent") until closing.

6. Closing and Delivery of Documents. Closing of title shall take place as a "by-mail"/ escrow closing, using the Escrow Agent 10 days following the satisfactory conclusion of the Due Diligence Period and the Title Review Period, each term hereinafter defined, whichever is later. The Closing may also take place at such other date as agreed to by the parties. This is an all-cash transaction which shall not be contingent upon the ability of the Buyer to obtain mortgage financing. At the Closing, Seller shall deliver a Deed of Bargain and Sale with Covenant against Grantors Acts, an affidavit of title, FIRPTA Affidavit, and shall deliver and/or execute such other documents as Buyer's title insurance company may reasonably request or require and such other documents as are customarily delivered in NJ real estate transactions provided that none of the documents so requested impose any liability or require any indemnification by the Seller.

7. Physical Condition of the Property. This property is being sold "as is". The Seller does not make any claims or promises about the condition or value of the Property. The Buyer will inspect the property and relies on this inspection and any rights which may be provided for elsewhere in this contract. Notwithstanding the foregoing, Seller makes the following representations to the best of their actual knowledge without any inquiry or investigation:

- a. The Property shall be free of all tenancies and occupancies at the time of Closing of title.
- b. Seller is fully authorized to transaction business and to own and convey the Property and has full power and right to enter into and perform its Agreement, and the execution and delivery of this Agreement, and the consummation of the transactions completed herein by Seller will not violate any provisions of any agreement or result in the breach of or constitute a default under any agreement to which Seller is a party or by which Seller is bound under any permit, judgment, decree, order statute, rule, or regulation applicable to Seller of the Property.
- c. To the best of Seller's knowledge, there is no pending or threatened condemnation of all or any part of the Property.
- d. To the best of the Seller's knowledge, there is no pending assessment for municipal improvements applicable to the Property. Seller shall keep all real estate taxes current during the pendency of this Agreement.
- e. There shall be no mortgage or other liens upon the Property which cannot be extinguished through applicable of the cash proceeds of the Purchase Price payable at Closing.
- f. To the best of the Seller's knowledge, the Property has never been used for the generation, manufacture, storage, treatment, discharge, or disposal of hazardous materials.
- g. To the best of Seller's knowledge, information and belief, there is no asbestos on the Premises.
- h. To the best of Seller's knowledge, information and belief, there is no pending or threatened claim, action, complaint, notice of violation or proceeding by any governmental authority or third party respecting the Premises arising out of any violation or alleged violation of any Environmental Law.
- i. To the best of Seller's knowledge, information and belief, the Premises is in compliance with all Environmental Laws.
- j. Seller does not have knowledge of any pending or threatened actions or proceedings before any court or administrative agency which will materially adversely affect the ability of Seller to perform Seller's obligations under this Agreement.
- k. Seller does not have knowledge of, or reason to believe that there are, grounds for the filing of a lien against the Premises pursuant to the New Jersey Spill Compensation and Control Act (N.J.S.A. 58:10-23.11, et seq.).
- l. Seller does not have knowledge of any pending foreclosure action or similar proceeding affecting the Premises or any portion thereof.
- m. Seller does not have knowledge of any legal actions, suits, or other legal or administrative proceedings, pending or threatened against the Premises, nor that any such action, suit, proceeding or claim has been threatened or asserted against Seller or the Premises, nor that there is any proceeding pending or presently being prosecuted for the reduction of the assessed valuation of taxes or other impositions payable in respect of any portion of the Premises.
- n. Seller does not have any knowledge that there are any uncured violations of federal, state, or municipal laws, ordinances, orders, regulations, or requirements affecting any portion of the Premises, including, without

limitation, the federal Clean Water Act, as amended, and the New Jersey Freshwater Wetlands Protections Act¹¹, or any other environmental protection law applicable to the Premises.

m. Seller does not have knowledge of any pending or threatened governmental or private proceedings which would impair or result in the termination of access from the Premises to abutting public highways, streets, and roads.

n. Seller does not have knowledge of, or reason to believe that there are mines, limestone deposits, or other subsurface conditions on the Premises which would have a materially adverse effect on the Purchaser's Intended Use.

o. Seller does not have knowledge that the Premises now is or has ever been the site of any place of business engaged in operations which involved the generation, manufacture, refining, transportation, storage, handling, or disposal of Hazardous Substances or wastes on-site, above or below ground, having the NAICS codes listed in Appendix C of the Industrial Site Recovery Act Rules (N.J.A.C. 26B-1.1, et seq.)

p. No persons other than Seller have any rights, inchoate or otherwise, to dower or courtesy or any other marital rights in the Premises.

q. Seller is not a "foreign person" as such term is defined under Section 1445 (f)(3) of the Code.

r. No one other than Purchaser has a contract, option or right of first refusal to purchase the Premises or any part thereof.

s. At the Closing, there will be no unpaid bills or claims which may give rise to a lien against the Premises.

t. Seller has no knowledge of any underground storage tanks located on or under the Premises, and there are no sumps, clarifiers or uncapped on-site wells located on or under the Premises.

u. Seller represents to the best of Seller's information, knowledge, and belief that there are no encroachments from the Premises onto adjoining properties or from adjoining properties onto the Premises.

v. Seller represents that Seller shall promptly pay and keep current all real estate taxes due on the Premises during the pendency of this Agreement.

w. Seller is not aware of, nor has Seller received, (i) any notice of a change or proposed change in the zoning and/or land use ordinances, or any contemplated or actual redevelopment plan relating to the Premises, or (ii) an application pertaining to property within 200' of the Premises, and shall advise Buyer promptly upon becoming aware of same and in each case deliver to Buyer copies of any future notices received by Seller within three (3) days of receipt of same.

x. If, prior to Closing, Seller becomes aware of a fact or circumstance which changes, contradicts, or renders incomplete any representation made by Seller in this Agreement, Seller will immediately give written notice to Purchaser of such fact or circumstance.

y. During the pendency of this Agreement, the Seller shall not take part in any discussions or negotiations with any other party with regard to the sale or other disposition of the Premises, accept an offer for the Premises and/or market the Premises for the sale or other disposition of the Premises. None of the foregoing representations shall survive closing of title.

z. The sale of this property is in compliance all laws applicable to the sale of municipally owned lands. The Seller has adopted any and all resolutions, ordinances and other consents required for the sale of municipally owned lands.

8. Inspection of the Property. The Parties agree that the Buyer and its agents shall have the right to enter onto the Property on 48 hours prior notice to the Seller for the purpose of conducting a non-invasive Phase I environmental inspection. At Buyer's sole discretion, for any reason or no reason whatsoever that Buyer does not desire to move forward with the transaction, Buyer may terminate this contract for any or no reason and receive the deposit back within 30 days of the effective date.

9. Title. Title to the Premises shall be good, marketable, with title valid of record, and insurable at regular rates by a title insurance company of Buyer's choice authorized to do business in the State of New Jersey. Purchaser shall promptly (but not later than 30 days from the date of this Agreement – the "Title Review Period") notify Seller, in writing, of any title exceptions set forth in such Title Binder which are not Permitted Exceptions. Seller shall then have a thirty (30) day period after such notice to clear or remove the non-Permitted Exceptions to the satisfaction of Purchaser and Purchaser's title company. In the event Seller is unable, after diligent efforts, to remove the non-Permitted Exceptions and deliver title as required above, Purchaser shall have the right either to accept such title as Seller is able to convey, without abatement of the Purchase Price, or to terminate this Agreement.

10. Adjustments at Closing. The Buyer and Seller agree to adjust real estate taxes only as of the closing date: The Property is served by public utilities. The Buyer or the Seller may require that any person with a claim or right affecting the property be paid off from the proceeds of this sale. Seller shall provide buyer with copies of current property tax assessment, water, and sewer bills.

11. Default/Cure: If Buyer or Seller defaults as to any of the provisions of this Agreement, and the non-defaulting party serves the defaulting party with written notice specifying the default, the defaulting party shall have ten (10) days from receipt of such notice to cure or commence to cure such default.

12. Assignment: Buyer shall be entitled to assign this Agreement, on or before the date set for Closing, without prior written approval of Seller to any entity in which the Buyer maintains an ownership interest. Any such assignment shall not release original purchaser from this Agreement. Purchaser shall advise Seller of any such assignment. No other assignment is permitted.

13. Default by Buyer: The parties agree that in the event Buyer shall default under this Agreement, the actual damages which Seller would suffer would be mathematically difficult to calculate. The parties hereto agree in good faith to estimate the amount of such damages which would reasonably compensate the Seller for such a default. Accordingly, in the event of any default by Buyer, Seller shall be entitled to liquidated damages in the sum of the Deposit, as Seller's sole and exclusive remedy. Seller expressly waives any consequential or other monetary damages and accepts the Deposit as liquidated damages as set forth herein.

14. Default by Seller. The parties hereto agree that in the event Seller shall default under this Agreement, Purchaser shall be entitled to exercise all remedies available to Purchaser at law and/or in equity.

15. Notification of Sale. Buyer shall have the right to comply with the applicable provisions of state law with respect to bulk sales, including, but not limited to N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38, and Seller shall cooperate in connection with such compliance. The Bulk Sale Section of the New Jersey Division of Taxation ("Division") shall be notified of this transaction by Buyer filing a form C-9600 in the form required by law (the "Tax Notification"). Buyer's attorney shall file the Tax Notification no later than twenty (20) days prior to the Closing and shall forward a copy of the same to Seller's attorney. In furtherance thereof: (i) Seller shall prepare and deliver to Buyer the Asset Transfer Tax Declaration Form TTD in the form required by law (the "TTD") in the form prescribed by the Division, so that such form is received by Buyer not less than thirty (30) days prior to the Closing. Buyer shall include the completed TTD with the C-9600. In the event the Division notifies Seller or Buyer in writing prior to the Closing that any portion of the proceeds of the sale due to Seller at the Closing are to be withheld and either paid directly to the

Division at the Closing or held in escrow following the Closing (the "Tax Escrow"), then such amount¹² shall be withheld and paid over to and held by the Title Company as escrow agent ("Tax Escrow Agent"), pursuant to a tax escrow agreement in a form reasonably agreed to Buyer, Seller and the Tax Escrow Agent. Pursuant to such tax escrow agreement, upon receipt of a tax clearance letter authorizing release of the escrow, Tax Escrow Agent shall immediately release any funds remaining in escrow to Seller. If the Division gives notice to Buyer that Seller is liable for taxes in an amount that is greater than the Tax Escrow, Seller shall promptly pay the difference to the Division and shall provide Buyer with evidence of such payment. In no event shall Buyer be liable for any tax liabilities of Seller (including but not limited to, taxes owed in connection with the use and operation of the Property prior to Closing, or any taxes on any gain realized upon the sale, transfer or assignment of the Property by Seller).

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. No amendment or modification hereof shall have any force or effect unless in writing and executed by all parties.

17. Risk of Loss. Risk of loss, by reason of fire or other casualty, shall remain with Seller under the time of Closing.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, their heirs, executors, administrators, successors, and assigns.

18. Governing Law: This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any and all suits arising from this Agreement, or the transaction contemplated herein shall be venued in the Superior Court of New Jersey in such county as the Property is located.

19. Invalidity of any Provisions. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or enforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. No Presumption: This Agreement has been fully reviewed and negotiated by the parties and their respective attorneys and any presumption of resolving ambiguities against the drafter shall not apply.

21. Notices. All notices under this contract must be in writing. The notices may be delivered by email, addressed as follows:

To Seller: Borough of Hightstown, Attn: , 148 N Main St, Hightstown, NJ 08520, 609-490-5100

To Seller's attorney: Frederick C. Raffetto, Esq. & Rick Brodsky, Esq., Ansell Grimm & Aaron, PC, 1500 Lawrence Avenue, Ocean, NJ 07712, 732-643-5218, email:fcr@ansellgrimm.com & rb@ansellgrimm.com

To Buyer: John Kainer, 154 First Ave Manasquan NJ 08736, 732-690-8569 email: jkainer2@gmail.com

Buyer's attorney: Hutt & Shimanowitz, 459 Amboy Ave, Woodbridge, NJ 07095, 732-634-6400 email: rshim@huttshim.com with a copy to annp@huttshim.com

To Escrow Agent: Derrick Scenna, Trident Abstract Title Agency, LLC, 1340A Campus Parkway, Wall, NJ 07753, dscenna@tridentabstract.com, (732) 431-3134.

22. Real Estate Brokerage Commissions: Seller and Buyer mutually represent and warrant to each other that neither dealt with any real estate broker or salesperson. The parties hereto agree to save each other harmless and indemnify each other from any losses, damages, judgments and costs and expenses, including but not limited to legal fees, which a party may suffer if the other party breaches its obligations hereunder or if the representation of the other party contained herein proves untrue. Buyer and Seller acknowledge disclosure of the fact that John Kainer is a licensed real estate broker in the State of New Jersey.

23. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be considered one and the same instrument and shall become effective as of the Effective Date. Electronic signatures and PDF copies with signatures will be considered originals.

24. Farmland Assessment. Buyer is solely responsible for any roll back taxes that that may be imposed upon Buyer's change of use of the Property.

SIGNED AND AGREED TO BY:

Witness or Attested by:

As to Buyer ----- Date -----
John Kainer, Managing Member

As to Seller ----- Date -----

Resolution 2022-119

*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 \$937,203.12 from the following accounts:

Current		\$849,887.21
W/S Operating		57,924.94
General Capital		26,855.47
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>2,535.50</u>
Total		<u><u>\$937,203.12</u></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 June 20, 2022.

Margaret Riggio
Borough Clerk

Date: June 20, 2022

To: Mayor and Council

From: Finance Office

Re: Manual Bill List for 6/20/2022

<u>CURRENT ACCOUNT</u>	<u>DATE ISSUED</u>	<u>PO #</u>	<u>CHECK #</u>	<u>Amount</u>
INSTITUTE FOR PROFESSIONAL DEV	6/2/2022	22-00452	34042	\$ 50.00
TREASURER, STATE OF NJ/2003 DRI	6/3/2022	22-00478	1543	\$ 4,962.73
HOME DEPOT CREDIT SERVICES	6/10/2022	22-00630	34116	\$ 61.88
BANK OF AMERICA	6/10/2022	22-00658	34115	\$ 1,863.23
STATE OF N.J.-DEPT OF TREASURY	6/15/2022	22-00611	1544	\$ 42,027.44
EAST WINDSOR REGIONAL SCHOOL	6/15/2022	22-00637	1545	\$ 757,349.00
TOTAL				\$ 806,314.28
<u>WATER AND SEWER OPERATING</u>				
HOME DEPOT CREDIT SERVICES	6/10/2022	22-00630	34116	\$ 100.22
BANK OF AMERICA	6/10/2022	22-00658	34115	\$ 74.06
STATE OF N.J.-DEPT OF TREASURY	6/15/2022	22-00611	1379	\$ 15,129.32
TOTAL				\$ 15,303.60
<u>ESCROW</u>				
TOTAL				\$ -
<u>GRANT</u>				
TOTAL				\$ -
<u>TRUST- OTHER</u>				
TOTAL				\$ -
<u>ANIMAL CONTROL TRUST</u>				
TOTAL				\$ -
<u>LAW ENFORCEMENT TRUST</u>				
TOTAL				\$ -
<u>UNEMPLOYMENT TRUST</u>				
TOTAL				\$ -
<u>PUBLIC DEFENDER TRUST</u>				
TOTAL				\$ -
<u>TAX LIEN TRUST</u>				
TOTAL				\$ -
<u>GENERAL CAPITAL</u>				
THE MUSIAL GROUP	6/10/2022	19-01488-10	6497	\$ 26,756.47
TOTAL				\$ 26,756.47
<u>WATER AND SEWER CAPITAL</u>				
TOTAL				\$ -
MANUAL TOTAL				\$ 848,374.35

P.O. Type: All		Include Project Line Items: Yes			Open: N	Paid: N	Void: N					
Range: First		to Last			Rcvd: Y	Held: Y	Aprv: N					
Format: Detail without Line Item Notes					Bid: Y	State: Y	Other: Y	Exempt: Y				
Vendor #	Name											
PO #	PO Date	Description	Contract	PO Type				First	Rcvd	Chk/Void	1099	
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc	Date	Date	Date	Invoice	Excl
ACCES005 ACCESS COMPLIANCE, LLC												
22-00619 06/02/22 FIREFIGHTER CLEARANCE TEST												
1	FIREFIGHTER CLEARANCE TEST	130.00	2-01-25-252-002-093	B	Medical Expenses/Hepatitis B	R		06/02/22	06/15/22		2028328	N
2	RESPIRATOR FIT TESTING	40.00	2-01-25-252-002-093	B	Medical Expenses/Hepatitis B	R		06/02/22	06/15/22		2028328	N
		170.00										
Vendor Total:		170.00										
AMERI020 AMERICAN AQUATIC TESTING, INC.												
22-00623 06/02/22 OUTSIDE TESTING INV 11955												
1	OUTSIDE TESTING INV 11955	1,200.00	2-09-55-501-002-535	B	Chemicals Miscellaneous	R		06/02/22	06/15/22		11955	N
Vendor Total:		1,200.00										
A0107 ANSELL GRIMM & AARON, PC												
22-00662 06/13/22 MAY 2022 LEGAL INVOICES												
1	GENERAL FILE 484334	1,373.29	2-01-20-155-001-027	B	General Matters	R		06/13/22	06/15/22		484334	N
2	ORDINANCES 484335	148.50	2-01-20-155-001-027	B	General Matters	R		06/13/22	06/15/22		484335	N
3	ENGINEERING MATTERS 484336	181.50	2-01-20-155-001-027	B	General Matters	R		06/13/22	06/15/22		484336	N
4	LABOR MATTERS 484337	33.00	2-01-20-155-001-031	B	Labor,Personnel & Union Council	R		06/13/22	06/15/22		484337	N
5	MEETINGS 484338	841.50	2-01-20-155-001-029	B	Attendance at Council Meetings	R		06/13/22	06/15/22		484338	N
6	OPRA ISSUES 484340	99.00	2-01-20-155-001-027	B	General Matters	R		06/13/22	06/15/22		484340	N
7	BORO ADV MARY B COLVELL 484341	1,055.92	2-01-20-155-001-027	B	General Matters	R		06/13/22	06/15/22		484341	N
8	PUBLIC IMPROVEMENTS PROJECT	99.00	C-04-55-880-001-446	B	STOCKTON & JOSEPH SIDEWALK LITIGATION	R		06/13/22	06/15/22		484342	N
9	BORO V MERCER ST B61.1 L36	33.00	2-01-20-155-001-027	B	General Matters	R		06/13/22	06/15/22		484343	N
10	BORO V 246 ACADEMY ST B40 L27	16.50	2-01-20-155-001-027	B	General Matters	R		06/13/22	06/15/22		484344	N
11	BORO V 175 N MAIN ST B26 L14	16.50	2-01-20-155-001-027	B	General Matters	R		06/13/22	06/15/22		484345	N
12	BORO V GRANT AVE B9 LOT 39	16.50	2-01-20-155-001-027	B	General Matters	R		06/13/22	06/15/22		484346	N
13	LEAD PIPE REPLACEMENTS 484347	214.50	2-09-55-501-001-521	B	Legal	R		06/13/22	06/15/22		484347	N
		4,128.71										

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
A0107 ANSELL GRIMM & AARON, PC Continued												
22-00686	06/14/22 #484339; SVCICIS THRU 6/7/22											
1	#484339; SVCICIS THRU 6/7/22	214.50		2021-02		P Amended Site Plan	R	06/14/22	06/15/22		484339	N
Vendor Total:		4,343.21										
A0025 AT&T MOBILITY												
22-00636	06/06/22 INV 287298218043X05282022											
1	INV 287298218043X05282022 FIRE	82.84		2-01-25-256-002-094		B Computer Service,Support & Software	R	06/06/22	06/15/22		X05282022	N
2	INV 287298218043X05282022 HPD	388.68		2-01-31-440-001-079		B Telephone-VERIZON WIRELESS	R	06/06/22	06/15/22		X05282022	N
3	INV 287298218043X05282022 DPW	197.29		2-01-31-440-001-079		B Telephone-VERIZON WIRELESS	R	06/06/22	06/15/22		X05282022	N
4	INV 287298218043X05282022AWTP	82.38		2-09-55-501-003-545		B Telephone-W/S-VERIZON	R	06/06/22	06/15/22		X05282022	N
5	INV 287298218043X05282022 WTP	169.88		2-09-55-501-003-545		B Telephone-W/S-VERIZON	R	06/06/22	06/15/22		X05282022	N
6	INV 287298218043X05282022 FIRE	17.00		2-01-25-252-002-029		B Computer Software/Mntc/Equip	R	06/06/22	06/15/22		X05282022	N
		904.07										
Vendor Total:		904.07										
A0452 ATLANTIC TACTICAL INC.												
21-01603	12/21/21 FIREARM SUPPLIES											
2	HPD FIREARMS SUPPLIES	698.26		1-01-25-240-001-117		B Ammunition & Target Practice	R	12/21/21	06/15/22		SI-80772491	N
3	HPD FIREARMS SUPPLIES	264.30		1-01-25-240-001-117		B Ammunition & Target Practice	R	12/21/21	06/15/22		SI-80772491	N
4	HPD FIREARMS SUPPLIES	4,312.00		1-01-25-240-001-117		B Ammunition & Target Practice	R	12/21/21	06/15/22		SI-80763819	N
5	HPD FIREARMS SUPPLIES	1,411.20		1-01-25-240-001-117		B Ammunition & Target Practice	R	12/21/21	06/15/22		SI-80763819	N
6	HPD FIREARMS SUPPLIES	423.82		1-01-25-240-001-117		B Ammunition & Target Practice	R	12/21/21	06/15/22		SI-80763125	N
		7,109.58										
Vendor Total:		7,109.58										
B0921 BRITTON INDUSTRIES, INC												
22-00628	06/02/22 BRUSH DISPOSAL											
1	INV 0810076 - BRUSH DISPOSAL	204.94		2-01-26-311-001-168		B Yardwaste	R	06/02/22	06/15/22		0810076	N
Vendor Total:		204.94										
BUCKM005 BUCK MINING & MATERIAL INC												
22-00626	06/02/22 MAY 2022 YARD WASTE DISPOSAL											
1	MAY 2022 YARD WASTE DISPOSAL	868.00		2-01-26-311-001-168		B Yardwaste	R	06/02/22	06/15/22		1043	N

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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		
CRANB005 CRANBURY BUICK GMC											
22-00529	05/09/22	INDICATOR AND TUBE									
1 INV 5133 - INDICATOR/TUBE	94.51	2-01-26-290-001-034	B	Motor Vehicle Parts & Access.	R	05/09/22	06/15/22	5133		N	
2 INV 5133 - REMOVE TAX - EXEMPT	5.87	2-01-26-290-001-034	B	Motor Vehicle Parts & Access.	R	05/09/22	06/15/22	5133		N	
	88.64										
Vendor Total:	88.64										
DAREA005 DARE/ADVOCACY FOR DRUG											
22-00676	06/14/22	TRAINING - ESPOSITO									
1 TRAINING - ESPOSITO	650.00	2-01-25-240-001-042	B	Education & Training	R	06/14/22	06/15/22			N	
Vendor Total:	650.00										
DRPUT005 DR PUTHENMADAM RADHAKRISHNAN											
22-00553	05/12/22	PROF SVCS HEALTH CLINIC 2022	B								
3 PROF SVCS HEALTH CLNC 1/10/22	357.18	2-01-27-330-001-031	B	Contract-Professional Serv.(B)	R	06/08/22	06/15/22	1/10/22		N	
4 PROF SVCS HEALTH CLNC 2/14/22	357.18	2-01-27-330-001-031	B	Contract-Professional Serv.(B)	R	06/08/22	06/15/22	2/14/22		N	
5 PROF SVCS HEALTH CLNC 3/7/22	357.18	2-01-27-330-001-031	B	Contract-Professional Serv.(B)	R	06/08/22	06/15/22	3/7/22		N	
6 PROF SVCS HEALTH CLNC 4/4/22	357.18	2-01-27-330-001-031	B	Contract-Professional Serv.(B)	R	06/08/22	06/15/22	4/4/22		N	
7 PROF SVCS HEALTH CLNC 5/2/22	357.18	2-01-27-330-001-031	B	Contract-Professional Serv.(B)	R	06/08/22	06/15/22	5/2/22		N	
	1,785.90										
Vendor Total:	1,785.90										
E0024 EARLE ASPHALT COMPANY											
22-00643	06/08/22	CRITICAL REPAIR - 77 MEADOW DR									
1 CRITICAL REPAIR - 77 MEADOW DR	8,763.73	2-09-55-501-002-560	B	Sewer Line	R	06/08/22	06/15/22	6/2/22		N	
Vendor Total:	8,763.73										
Q0176 EUROFINS QC, LLC											
22-00591	05/24/22	WATER ANALYSIS									
1 INV 6300023334 WATER ANALYSIS	255.00	2-09-55-501-001-532	B	Outside Testing/Labs	R	05/24/22	06/15/22	6300023334		N	
22-00603	05/26/22	WATER ANALYSIS									
1 INV 6300023882 WATER ANALYSIS	283.50	2-09-55-501-001-532	B	Outside Testing/Labs	R	05/26/22	06/15/22	6300023882		N	

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Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
Q0176 EUOFINS QC, LLC Continued											
22-00627	06/02/22	WATER ANALYSIS									
1 INV 6300024257		WATER ANALYSIS	247.50	2-09-55-501-001-532	B Outside Testing/Labs	R	06/02/22	06/15/22		6300024257	N
2 INV 6300024299		WATER ANALYSIS	255.00	2-09-55-501-001-532	B Outside Testing/Labs	R	06/02/22	06/15/22		6300024299	N
3 INV 6300024504		WATER ANALYSIS	255.00	2-09-55-501-001-532	B Outside Testing/Labs	R	06/02/22	06/15/22		6300024504	N
			757.50								
Vendor Total:			1,296.00								
EXXON005 EXXON LIGHTING CORPORATION											
22-00625	06/02/22	CNL-52011 - 20W CORN LIGHT									
1 CNL-52011 - 20W CORN LIGHT			219.36	2-01-31-435-001-075	B Street Lighting	R	06/02/22	06/15/22		INV225519	N
Vendor Total:			219.36								
G0181 FRANKLIN-GRIFFITH, LLC											
22-00564	05/12/22	HEATER REBUILD MARKEL									
1 REPLACEMENT HEATER EXCHANGER			3,900.00	2-09-55-501-002-503	B Sewer Plant Maintenance	R	05/12/22	06/15/22		S120575152.003	N
2 FREIGHT FROM MANUFACTURER			152.57	2-09-55-501-002-503	B Sewer Plant Maintenance	R	05/12/22	06/15/22		S120575152.001	N
3 SHIPPING FROM FRANKLIN			117.36	2-09-55-501-002-503	B Sewer Plant Maintenance	R	06/08/22	06/15/22		S120575152.002	N
			4,169.93								
Vendor Total:			4,169.93								
FRENC005 French & Parrello Associates											
21-00847	07/23/21	ENGINEERING SVC PEDDIELAKE DAM		B							
11 HYDROLOGIC &HYDRAULIC ANALYSIS			375.00	1-01-20-165-001-105	B Peddie Lake Dam-Inspection	R	07/23/21	06/15/22		133289	N
12 INUNDATION MAP REVISIONS			98.50	1-01-20-165-001-105	B Peddie Lake Dam-Inspection	R	07/23/21	06/15/22		133289	N
13 STABILITY ANALYSIS			1,303.50	1-01-20-165-001-105	B Peddie Lake Dam-Inspection	R	07/23/21	06/15/22		133289	N
			1,777.00								
Vendor Total:			1,777.00								
GMDIL005 G & M DILL & SONS TRUCKING AND											
22-00663	06/14/22	2 X 2 X 6 DECO BLOCKS									
1 INV 610 - 2X2X6 DECO BLOCKS			1,190.00	2-01-26-290-001-127	B Street Repair & Maintenance	R	06/14/22	06/15/22		610	N
2 INV 610 - TRUCKING LOADS			650.00	2-01-26-290-001-127	B Street Repair & Maintenance	R	06/14/22	06/15/22		610	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	
GMDIL005 G & M DILL & SONS TRUCKING AND Continued												
22-00663	06/14/22	2 X 2 X 6 DECO BLOCKS	Continued									
3 INV	610 - DONATION OF FREE	650.00-	2-01-26-290-001-127	B	Street Repair & Maintenance	R	06/14/22	06/15/22		610		N
		1,190.00										
Vendor Total:		1,190.00										
G1077 GEORGE S. COYNE CO., INC.												
22-00002	01/18/22	RES 2020-236 LIME HI-CALC WTP	B									
6 INV	383140 5/19/22	LIME HICALC	1,691.25	2-09-55-501-001-527	B Calcium Hydroxide - Lime	R	04/25/22	06/15/22		383140		N
22-00003	01/18/22	RES 2020-239 SODIUM BICARBONAT	B									
6 INV	383834 5/31/22	SOD BICARB	2,314.40	2-09-55-501-002-552	B Sodium Bicarbonate	R	05/04/22	06/15/22		383834		N
22-00004	01/18/22	RES 2020-234 HYDROFLUOSILIC	B									
6 INV	383141 DATED 5/19/22	950.92	2-09-55-501-001-528	B Fluorosilic Acid-	R	04/25/22	06/15/22		383141		N	
Vendor Total:		4,956.57										
G0115 GILMARTIN, ROBERT D.												
22-00554	05/12/22	BOH RECORDING SECRETARY 2022	B									
2 BOH	RECORDING SEC 1/12/22	98.70	2-01-27-330-001-039	B	Recording Secty.	R	05/12/22	06/15/22		1/12/22		N
3 BOH	RECORDING SEC 2/9/22	98.70	2-01-27-330-001-039	B	Recording Secty.	R	06/09/22	06/15/22		2/9/22		N
4 BOH	RECORDING SEC 3/9/22	98.70	2-01-27-330-001-039	B	Recording Secty.	R	06/09/22	06/15/22		3/9/22		N
5 BOH	RECORDING SEC 4/13/22	98.70	2-01-27-330-001-039	B	Recording Secty.	R	06/09/22	06/15/22		4/13/22		N
6 BOH	RECORDING SEC 5/11/22	98.70	2-01-27-330-001-039	B	Recording Secty.	R	06/09/22	06/15/22		5/11/22		N
7 BOH	RECORDING SECRETARY 6/8/22	98.70	2-01-27-330-001-039	B	Recording Secty.	R	06/09/22	06/15/22		6/8/22		N
		592.20										
Vendor Total:		592.20										
U0013 HD SUPPLY FACILITIES MAINT LTD												
22-00587	05/24/22	FULL BODY HARNESS										
1 FULL	BODY HARNESS LARGE	464.95	2-09-55-501-002-503	B	Sewer Plant Maintenance	R	05/24/22	06/15/22		998355		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	
U0013	HD SUPPLY FACILITIES MAINT LTD	Continued										
22-00587	05/24/22 FULL BODY HARNESS	Continued										
2	FREIGHT	17.20	2-09-55-501-002-503	B	Sewer Plant Maintenance	R	06/15/22	06/15/22		998355	N	
		482.15										
	Vendor Total:	482.15										
H0122	HECTOR J. ORTIZ											
22-00669	06/14/22 CDL FEE REIMBURSEMENT											
1	CDL RENEWAL FEE REIMBURSEMENT	42.00	2-01-26-290-001-199	B	Miscellaneous	R	06/14/22	06/15/22		5-21-22	N	
	Vendor Total:	42.00										
H0048	HIGHTS REALTY LLC											
22-00616	06/01/22 JUNE 2022 HPD RENT											
1	JUNE 2022 HPD RENT	4,808.76	2-01-26-310-001-025	B	Building Rental	R	06/01/22	06/15/22		JUNE 2022	N	
	Vendor Total:	4,808.76										
J0257	JCP&L											
22-00635	06/06/22 MASTER 200 000 055 315											
1	100 008 482 778 MAXWELL AVE	30.08	2-09-55-501-002-504	B	Electricity	R	06/06/22	06/15/22		95009654947	N	
2	100 009 294 701 WESTERLEA AVE	31.92	2-09-55-501-001-504	B	Electricity	R	06/06/22	06/15/22		95009654947	N	
3	100 009 296 102 SPRINGCREST DR	31.30	1-09-55-501-002-504	B	Electricity	R	06/06/22	06/15/22		95009654947	N	
4	100 012 529 309 OAK LANE	7,076.65	2-09-55-501-002-504	B	Electricity	R	06/06/22	06/15/22		95009654947	N	
5	100 009 296 102 SPRINGCREST	157.85	2-09-55-501-002-504	B	Electricity	R	06/06/22	06/15/22		95009654947	N	
		7,012.10										
22-00659	06/10/22 VARIOUS ACCTS JUNE 2022											
1	100 012 445 936 FIRST AID	235.12	2-01-25-260-001-074	B	Electric	R	06/10/22	06/15/22		95058716488	N	
2	100 068 401 122 ROGERS AVE	33.43	2-01-31-430-001-071	B	Electric-Borough Hall	R	06/10/22	06/15/22		95596982553	N	
3	100 131 110 379 230 MERCER	18.02	2-01-31-430-001-071	B	Electric-Borough Hall	R	06/10/22	06/15/22		95596982555	N	
4	100 029 000 310 156 BANK ST	627.12	2-01-31-430-001-071	B	Electric-Borough Hall	R	06/10/22	06/15/22		95567007667	N	
5	100 051 508 677 MAIN ST	89.91	2-01-31-430-001-071	B	Electric-Borough Hall	R	06/10/22	06/15/22		95567007668	N	
6	100 051 508 750 STOCKTON ST	171.52	2-01-31-430-001-071	B	Electric-Borough Hall	R	06/10/22	06/15/22		95567007669	N	
7	100 079 096 689 GRANT PARK	4.09	2-01-31-430-001-071	B	Electric-Borough Hall	R	06/10/22	06/15/22		95567007670	N	
8	100 100 104 247 MONUMENT	12.06	2-01-31-430-001-071	B	Electric-Borough Hall	R	06/10/22	06/15/22		95567007671	N	

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Item Description			Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Exc
QUADI005 QUADIENT, INC.												
22-00641	06/08/22	LEASE N9427541	6/29-9/28/22									
1 LEASE N9427541	6/29-9/28/22		441.57	2-01-30-421-001-029	B Meter Rental/Maintance	R	06/08/22	06/15/22		N9427541		N
		Vendor Total:	441.57									
R0077 ROBERTS ENGINEERING GRP LLC												
22-00684	06/14/22	Services thru 5/14/22										
1 #5977; Review Application			27.50	2022-04	P 424 Stockton Street	R	06/14/22	06/15/22		5977		N
2 #5970; Planning Board Meeting			120.00	2-01-21-180-001-106	B Planning Board Engineer-General	R	06/15/22	06/15/22		5970		N
3 #5971; Misc Planning Board			40.00	2-01-21-180-001-106	B Planning Board Engineer-General	R	06/15/22	06/15/22		5971		N
			187.50									
		Vendor Total:	187.50									
W0156 SEARING, WILLIAM												
22-00622	06/02/22	REIMBURSEMENT LIVESTOCK COMB										
1 REIMBURSEMENT LIVESTOCK COMB			25.99	2-09-55-501-002-503	B Sewer Plant Maintenance	R	06/02/22	06/15/22		2109733-6745806		N
		Vendor Total:	25.99									
SHERW010 SHERWIN WILLIAMS PAINT												
22-00624	06/02/22	5 GALLON MINERAL SPIRITS										
1 5 GALLON MINERAL SPIRITS			331.35	2-09-55-501-002-535	B Chemicals Miscellaneous	R	06/02/22	06/15/22		8742-2		N
2 DISCOUNT 30%			99.41	2-09-55-501-002-535	B Chemicals Miscellaneous	R	06/06/22	06/15/22		8742-2		N
			231.94									
		Vendor Total:	231.94									
BLOCK005 TELESYSTEM												
22-00634	06/03/22	INV 9977943 MAY 2022										
1 INV 7582883 MAY 2022			841.11	2-01-31-440-001-085	B Telephone-Block Line Systems, LLC LSI	R	06/03/22	06/15/22		758288		N
		Vendor Total:	841.11									

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		
T0060 TOWNSHIP OF ROBBINSVILLE											
22-00598	05/24/22	2ND QTR 2022 EMS SHARED SVCS									
1 2ND QTR 2022 EMS SHARED SVCS	10,000.00	2-01-43-514-001-169	B	Emerg. Medical Serv.-Robbinsville	R	05/24/22	06/15/22	2ND QTR EMS2022	N		
Vendor Total:	10,000.00										
T0141 TREAT'S GARAGE											
22-00639	06/08/22	HPD VEHICLE MAINTENANCE									
1 HPD VEHICLE MAINTENANCE	150.00	2-01-26-315-001-131	B	Vehicle Maint. - Police	R	06/08/22	06/15/22	54909	N		
Vendor Total:	150.00										
VERIZ015 VERIZON FIOS											
22-00688	06/15/22	155 504 140 0001 53 6/9/22									
1 155 504 140 0001 53 6/9/22	159.99	2-01-25-240-001-060	B	INTERNET AND WEB SERVICES	R	06/15/22	06/15/22	155504140000153	N		
Vendor Total:	159.99										
V0274 VWR FUNDING, INC.											
22-00343	03/25/22	TRYPTIC SOY BROTH/STERILE H2O									
1 TRYPTIC SOY BROTH	168.34	2-09-55-501-002-506	B	Lab. Equipment & Supplies	R	03/25/22	06/15/22	8808135068	N		
2 DEIONIZED STERILE WATER 99ML	194.57	2-09-55-501-002-506	B	Lab. Equipment & Supplies	R	03/25/22	06/15/22	8808178256	N		
	362.91										
Vendor Total:	362.91										
W0002 W.B. MASON CO., INC.											
22-00558	05/12/22	HPD OFFICE SUPPLIES									
1 HPD OFFICE SUPPLIES	22.56	2-01-25-240-001-036	B	Office Supplies & Equipment	R	05/12/22	06/15/22	230275630	N		
2 HPD OFFICE SUPPLIES	0.94	2-01-25-240-001-036	B	Office Supplies & Equipment	R	05/12/22	06/15/22	230275630	N		
3 HPD OFFICE SUPPLIES	151.04	2-01-25-240-001-036	B	Office Supplies & Equipment	R	05/12/22	06/15/22	230275630	N		
4 HPD OFFICE SUPPLIES	22.08	2-01-25-240-001-036	B	Office Supplies & Equipment	R	05/12/22	06/15/22	230275630	N		
5 HPD OFFICE SUPPLIES	4.30	2-01-25-240-001-036	B	Office Supplies & Equipment	R	05/12/22	06/15/22	230275630	N		
6 HPD OFFICE SUPPLIES	13.56	2-01-25-240-001-036	B	Office Supplies & Equipment	R	05/12/22	06/15/22	230275630	N		
7 HPD OFFICE SUPPLIES	1.80	2-01-25-240-001-036	B	Office Supplies & Equipment	R	05/12/22	06/15/22	230275630	N		

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	
Item Description												
W0002	W.B. MASON CO., INC.	Continued										
22-00558	05/12/22	HPD OFFICE SUPPLIES		Continued								
8		HPD OFFICE SUPPLIES	39.60	2-01-25-240-001-036	B Office Supplies & Equipment	R	05/12/22	06/15/22		230275630	N	
			255.88									
		Vendor Total:	255.88									
WIREL005	WIRELESS ELECTRONICS, INC.											
22-00585	05/24/22	MONTHLY SVC CONTRACT - MAY '22										
1		MONTHLY SVC CONTRACT - MAY '22	255.00	2-01-25-240-001-029	B Maint. Contracts - Other	R	05/24/22	06/15/22		M61377	N	
22-00652	06/09/22	MONTHLY SVC COTRACT JUNE 2022										
1		MONTHLY SVC COTRACT JUNE 2022	255.00	2-01-25-240-001-029	B Maint. Contracts - Other	R	06/09/22	06/15/22		M61378	N	
		Vendor Total:	510.00									
ZOLLD005	ZOLL DATA SYSTEMS, INC											
22-00640	06/08/22	EMS CHARTS INV00116803 JUN 22										
1		EMS CHARTS GROUND BASE	135.96	2-01-25-260-001-054	B Computer Exp/Equipmt Repairs	R	06/08/22	06/15/22		INV00116803	N	
2		EMS CHARTS GROUND CAD IMPORT	20.60	2-01-25-260-001-054	B Computer Exp/Equipmt Repairs	R	06/08/22	06/15/22		INV00116803	N	
3		EMS CHARTS GROUND TABLET	54.59	2-01-25-260-001-054	B Computer Exp/Equipmt Repairs	R	06/08/22	06/15/22		INV00116803	N	
			211.15									
		Vendor Total:	211.15									
Total Purchase Orders:	58	Total P.O. Line Items:	152	Total List Amount:	88,828.77	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	8,886.58	0.00	8,886.58	0.00	0.00	0.00	8,886.58
	1-09	31.30	0.00	31.30	0.00	0.00	0.00	31.30
Year Total:		8,917.88	0.00	8,917.88	0.00	0.00	0.00	8,917.88
CURRENT FUND	2-01	34,686.35	0.00	34,686.35	0.00	0.00	0.00	34,686.35
	2-09	42,590.04	0.00	42,590.04	0.00	0.00	0.00	42,590.04
	2-21	0.00	0.00	0.00	0.00	0.00	2,535.50	2,535.50
Year Total:		77,276.39	0.00	77,276.39	0.00	0.00	2,535.50	79,811.89
GENERAL CAPITAL	C-04	99.00	0.00	99.00	0.00	0.00	0.00	99.00
Total of All Funds:		86,293.27	0.00	86,293.27	0.00	0.00	2,535.50	88,828.77

Project Description	Project No.	Rcvd Total	Held Total	Project Total
Amended Site Plan	2021-02	214.50	0.00	214.50
PEDDIE SOLAR & PARKING LOT	2022-02	2,211.00	0.00	2,211.00
424 Stockton Street	2022-04	27.50	0.00	27.50
Use Variance - 2 Family Home	2022-05	82.50	0.00	82.50
Total of All Projects:		<u>2,535.50</u>	<u>0.00</u>	<u>2,535.50</u>

Resolution 2022-120

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

RESOLUTION ESTABLISHING THE POLICY OF THE BOROUGH OF HIGHTSTOWN REGARDING THE REPLACEMENT OF LEAD SERVICE LINES ASSOCIATED WITH THE HIGHTSTOWN PUBLIC COMMUNITY WATER SYSTEM

WHEREAS, on July 22, 2021, the New Jersey State Legislature enacted P.L. 2021, c. 183 (N.J.S.A. 58:12A-40 to 58:12A-47) (the “Act”), representing an Act concerning the replacement of lead service lines and supplementing Title 58 of the Revised Statutes in the State of New Jersey; and

WHEREAS, pursuant to the Act, the State Legislature found the following:

- That the presence of lead in drinking water represents a threat to the public health, especially the health and development of New Jersey’s children;
- That pipes containing lead that connect water mains to homes and other buildings, often called lead service lines, are a primary source of lead in drinking water; and
- That, due in large part to the age of New Jersey’s housing, there does not exist a full and complete inventory of all lead service lines in the State; and

WHEREAS, pursuant to the Act, the State Legislature therefore declared the following:

- That public water systems should fully inventory all service lines and gradually replace all lead service lines, portions of which exist on private property, extending to the property’s water meter; and
- That, given the risk to public health and the resulting social costs that lead exposure imposes upon society as a whole, it is in the public interest that each public water system be obligated to replace lead service lines, including those that exist on private property, and be authorized to recoup the costs of lead service line replacements from all subscribers of the public water system; and
- That lead service lines as defined in the Act include galvanized service lines; and

WHEREAS, the Act requires that all lead service lines (including galvanized service lines) within a government-owned public community water system service area be replaced no later than ten (10) years after the effective date of the Act; and

WHEREAS, the Act provides that, notwithstanding the provisions of N.J.S.A. 40:56-1 to the contrary, any costs incurred by a government-owned public community water system to assess or replace a lead service line (including galvanized service lines) pursuant to the Act, excluding any portion funded by grants or other subsidies, may be borne by all of the customers of the government-owned public community water system or may be assessed to a property of a property owner in the same manner as provided for the assessment of local improvements, pursuant to N.J.S.A. 40:56-1, et seq., upon notice to the Director of the Division of Local Government Services in the Department of Community Affairs; and

WHEREAS, the Mayor and Council of the Borough of Hightstown (the “Borough”) are mindful of the health risks and threats associated with the presence of lead in drinking water, the primary cause of which is related to lead/galvanized service lines; and

WHEREAS, the Mayor and Council of the Borough also wish to comply with the requirements of the Act; and

WHEREAS, the Mayor and Council of the Borough wish to apply for any and all grants or other subsidies which may be available to assist with the costs (the “costs”) associated with investigating and replacing lead/galvanized service lines within the Borough (the “lead/galvanized line replacements”); and

WHEREAS, to the extent that the costs are not covered by grants or other subsidies which may be received by the Borough, the Borough wishes to set a policy in the within Resolution relative to funding the costs for the lead/galvanized line replacements based upon the options available under the Act.

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

1. That the Mayor and Council of the Borough do hereby establish the following policy relative to funding the costs for lead/galvanized line replacements, where found to be necessary, based upon the options available under the Act:

Borough Policy: The costs associated with lead/galvanized line replacements shall be borne by all of the customers of the government-owned public community water system, rather than assessed to the property of specific property owners in the same manner as provided for the assessment of local improvements, pursuant to N.J.S.A. 40:56-1, *et seq.*

2. That a certified copy of this Resolution shall be provided to each of the following:

- a. Dimitri Musing, Borough Administrator;
- b. George Lang, Chief Financial Officer;
- c. Pamela Lewis, Tax/Water/Sewer Collector;
- d. Carmela Roberts, P.E., Borough Engineer
- e. Frederick C. Raffetto, Esq., Borough Attorney.
- f.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 20, 2022.

Margaret Riggio
Borough Clerk

Resolution 2022-121

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

RESOLUTION AUTHORIZING THE BOROUGH OF HIGHTSTOWN TO ENTER INTO A CONTRACT FOR THE SALE OF CERTAIN BOROUGH OWNED REAL PROPERTY LOCATED AT 239 WYCKOFFS MILLS ROAD (BLOCK 12.01, LOT 3), SITUATED IN EAST WINDSOR, NEW JERSEY.

WHEREAS, the Borough of Hightstown (referenced as “Hightstown” or the “Borough”) is the record owner of certain real property located at 239 Wyckoffs Mills Road situated in the neighboring municipality of East Windsor Township (“East Windsor”), which parcel is more commonly known and designated as Block 12.01, Lot 3 on the Official Tax Map of East Windsor (the “Property”); and

WHEREAS, the Property is an irregularly (triangular) shaped parcel of vacant land comprised of approximately 0.87 acres, and is without any capital improvement(s) thereon; and

WHEREAS, the Property is located in the I-O Industrial Office Zoning District in East Windsor, in which the minimum lot size required for development is four (4) acres; and

WHEREAS, the Property is therefore undersized and would require variance(s) to be developed; and

WHEREAS, the Property is not needed for any public use(s) or purpose(s) of Hightstown; and

WHEREAS, as indicated above, the Property is less than the minimum size required for development in the I-O Industrial Office Zoning District in East Windsor; and

WHEREAS, 219 WMR, LLC, with an address of 154 First Avenue, Manasquan, New Jersey 08736, is the record owner of the parcel situated immediately adjacent to the Property, which parcel is known and designated as Block 12.01, Lot 1.01 on the East Windsor Tax Map; and

WHEREAS, there are no other parcels of real property that are located contiguous to the Property other than the parcel referenced above owned by 219 WMR, LLC (Block 12.01, Lot 1.01); and

WHEREAS, 219 WMR, LLC is pursuing a development project relating to its parcel; and

WHEREAS, 219 WMR, LLC has submitted a written letter of intent to Hightstown, dated June 2, 2022, to purchase the Property, a copy of which is attached hereto as Exhibit A; and

WHEREAS, 219 WMR, LLC has also submitted a proposed Contract for Sale of Real Estate relating to the Property, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the proposed purchase price for the Property is \$100,000.00, which sum shall be paid in cash to the Borough at closing; and

WHEREAS, all other terms and conditions associated with the undertaking are set forth in Exhibits A and B attached hereto; and

WHEREAS, the sale shall additionally be conditioned upon the adoption of an Ordinance by the Borough’s Governing Body which authorizes the transaction, pursuant to the New Jersey “Local Lands and Buildings Law,” specifically N.J.S.A. 40A:12-13(b)(5); and

WHEREAS, the Borough Council has determined that it would be in the best interests of Hightstown to sell the Property to 219 WMR, LLC, pursuant to the terms and conditions set forth in Exhibits A and B attached hereto, and those as set forth in the within Resolution; and

WHEREAS, the Borough Council now wishes to authorize the Mayor to execute the documents attached hereto as Exhibits A and B in order for the Borough to initiate the process to sell the Property to 219 WMR, LLC.

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

1. That the Mayor is hereby authorized to execute the attached letter of intent and Contract of Sale (attached hereto as Exhibits A and B, respectively) in order for Hightstown to sell the Property located at 239 Wyckoffs Mills Road in East Windsor Township (Block 12.01, Lot 3) to 219 WMR, LLC.
2. That the Borough's sale of the Property shall be for the consideration of \$100,000.00, which sum shall be paid in cash to the Borough at closing, and shall be subject to the terms and conditions set forth in Exhibits A and B attached hereto.
3. That the Borough's sale of the Property shall be further contingent upon the adoption of an authorizing Ordinance pursuant to the N.J. "Local Lands and Buildings Law," specifically N.J.S.A. 40A:12-13(b).
4. That all Borough officials are hereby authorized to undertake all necessary activities in furtherance of the intentions of the within Resolution, and those set forth in the attached Exhibits A and B.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - a. 219 WMR, LLC;
 - b. Dimitri Musing, Borough Administrator;
 - c. George Lang, Borough CFO;
 - d. Ken Pacera, Borough Tax Assessor; and
 - e. Frederick C. Raffetto, Esq., Hightstown Borough Attorney.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 20, 2022.

Margaret Riggio
Borough Clerk

EXHIBIT A

219 WMR LLC

154 First Ave
Manasquan, NJ 08736
732-690-8569

35

June 2, 2022

Mayor Quattrone
156 Bank Street
Hightstown, NJ 08520

RE: Offer to Purchase Block 12.01 Lot 3, 0.87 Acres Located in East Windsor NJ

Dear Mayor Quattrone:

Based on our last conversation that granting 219 WMR LLC the sight triangle easement on the subject property would make the property undevelopable. At your request, I have prepared This letter of intent to set forth the general terms and conditions under which 219 WMR LLC (Purchaser) would be prepared to enter into a purchase and sale agreement with Hightstown Borough (Seller) for this property.

Property: Block 12.01 Lot 3, East Windsor, NJ ~ 0.87 Acres.

Purchase Price: \$100,000 paid in cash at closing.

Property Condition: AS IS

Due Diligence: 30 days for title work

Closing: 15 days after title work is complete.

Disclosure: John Kainer and is licensed NJ real estate broker.

The purpose of this Letter is to set forth the mutual intent of Buyer and Seller to negotiate and attempt to enter into a Purchase Agreement. If the terms and conditions set forth above are satisfactory, please execute and date this letter in the space provided below and return it to Buyer. If you have any questions, please do not hesitate to call. I look forward to working with you on this transaction.

Sincerely,
219 WMR LLC

John Kainer
Managing Partner

Accepted By: _____ Date: _____

EXHIBIT B

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on June __, 2022 (the Effective Date)

BETWEEN**HIGHTSTOWN BOROUGH, THE COMMON COUNCIL**

whose address is Attn: _____, 148 N Main St, Hightstown, NJ 08520, referred to as Seller,

AND**219 WMR, LLC,**

whose address is Attn: John Kainer 154 First Ave, Manasquan, NJ 08736, referred to as Buyer.

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. Purchase Agreement. The Seller agrees to sell, and the Buyer agrees to buy the property described in this Contract.

2. Property. The property to be sold consists of: (a) the land and all buildings, other improvements, and fixtures on the land; and (b) all the Seller's rights relating to the land. The real property to be sold is in the Township of East Windsor in the County of Mercer and the State of New Jersey. It is shown on the municipal tax map of East Windsor as **Lot 3 in Block 12.01** and is also known as 239 Wyckoffs Mills RD, East Windsor, NJ 08520. (the "Property").

3. Purchase price. The purchase price is \$100,000.00.

4. Payment of purchase price. The Buyer will pay the Purchase Price as follows:

Upon signing of this contract (the "Deposit")	\$5,000.00
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Balance to be paid at closing of title by wire transfer (Subject to adjustment at closing)	\$95,000.00
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5. Deposit. All deposit moneys will be held in trust by Trident Abstract Title Agency, LLC, Buyer's Title Company, with an address of 1340A Campus Parkway, Wall, New Jersey 07753 ("Title Company" or "Escrow Agent") until closing.

6. Closing and Delivery of Documents. Closing of title shall take place as a "by-mail"/ escrow closing, using the Escrow Agent 10 days following the satisfactory conclusion of the Due Diligence Period and the Title Review Period, each term hereinafter defined, whichever is later. The Closing may also take place at such other date as agreed to by the parties. This is an all-cash transaction which shall not be contingent upon the ability of the Buyer to obtain mortgage financing. At the Closing, Seller shall deliver a Deed of Bargain and Sale with Covenant against Grantors Acts, an affidavit of title, FIRPTA Affidavit, and shall deliver and/or execute such other documents as Buyer's title insurance company may reasonably request or require and such other documents as are customarily delivered in NJ real estate transactions provided that none of the documents so requested impose any liability or require any indemnification by the Seller.

7. Physical Condition of the Property. This property is being sold "as is". The Seller does not make any claims or promises about the condition or value of the Property. The Buyer will inspect the property and relies on this inspection and any rights which may be provided for elsewhere in this contract. Notwithstanding the foregoing, Seller makes the following representations to the best of their actual knowledge without any inquiry or investigation:

- a. The Property shall be free of all tenancies and occupancies at the time of Closing of title.
- b. Seller is fully authorized to transaction business and to own and convey the Property and has full power and right to enter into and perform its Agreement, and the execution and delivery of this Agreement, and the consummation of the transactions completed herein by Seller will not violate any provisions of any agreement or result in the breach of or constitute a default under any agreement to which Seller is a party or by which Seller is bound under any permit, judgment, decree, order statute, rule, or regulation applicable to Seller of the Property.
- c. To the best of Seller's knowledge, there is no pending or threatened condemnation of all or any part of the Property.
- d. To the best of the Seller's knowledge, there is no pending assessment for municipal improvements applicable to the Property. Seller shall keep all real estate taxes current during the pendency of this Agreement.
- e. There shall be no mortgage or other liens upon the Property which cannot be extinguished through applicable of the cash proceeds of the Purchase Price payable at Closing.
- f. To the best of the Seller's knowledge, the Property has never been used for the generation, manufacture, storage, treatment, discharge, or disposal of hazardous materials.
- g. To the best of Seller's knowledge, information and belief, there is no asbestos on the Premises.
- f. To the best of Seller's knowledge, information and belief, there is no pending or threatened claim, action, complaint, notice of violation or proceeding by any governmental authority or third party respecting the Premises arising out of any violation or alleged violation of any Environmental Law.
- g. To the best of Seller's knowledge, information and belief, the Premises is in compliance with all Environmental Laws.
- h. Seller does not have knowledge of any pending or threatened actions or proceedings before any court or administrative agency which will materially adversely affect the ability of Seller to perform Seller's obligations under this Agreement.
- i. Seller does not have knowledge of, or reason to believe that there are, grounds for the filing of a lien against the Premises pursuant to the New Jersey Spill Compensation and Control Act (N.J.S.A. 58:10-23.11, et seq.).
- j. Seller does not have knowledge of any pending foreclosure action or similar proceeding affecting the Premises or any portion thereof.
- k. Seller does not have knowledge of any legal actions, suits, or other legal or administrative proceedings, pending or threatened against the Premises, nor that any such action, suit, proceeding or claim has been threatened or asserted against Seller or the Premises, nor that there is any proceeding pending or presently being prosecuted for the reduction of the assessed valuation of taxes or other impositions payable in respect of any portion of the Premises.
- l. Seller does not have any knowledge that there are any uncured violations of federal, state, or municipal laws, ordinances, orders, regulations, or requirements affecting any portion of the Premises, including, without

limitation, the federal Clean Water Act, as amended, and the New Jersey Freshwater Wetlands Protections Act³⁸, or any other environmental protection law applicable to the Premises.

m. Seller does not have knowledge of any pending or threatened governmental or private proceedings which would impair or result in the termination of access from the Premises to abutting public highways, streets, and roads.

n. Seller does not have knowledge of, or reason to believe that there are mines, limestone deposits, or other subsurface conditions on the Premises which would have a materially adverse effect on the Purchaser's Intended Use.

o. Seller does not have knowledge that the Premises now is or has ever been the site of any place of business engaged in operations which involved the generation, manufacture, refining, transportation, storage, handling, or disposal of Hazardous Substances or wastes on-site, above or below ground, having the NAICS codes listed in Appendix C of the Industrial Site Recovery Act Rules (N.J.A.C. 26B-1.1, et seq.)

p. No persons other than Seller have any rights, inchoate or otherwise, to dower or courtesy or any other marital rights in the Premises.

q. Seller is not a "foreign person" as such term is defined under Section 1445 (f)(3) of the Code.

r. No one other than Purchaser has a contract, option or right of first refusal to purchase the Premises or any part thereof.

s. At the Closing, there will be no unpaid bills or claims which may give rise to a lien against the Premises.

t. Seller has no knowledge of any underground storage tanks located on or under the Premises, and there are no sumps, clarifiers or uncapped on-site wells located on or under the Premises.

u. Seller represents to the best of Seller's information, knowledge, and belief that there are no encroachments from the Premises onto adjoining properties or from adjoining properties onto the Premises.

v. Seller represents that Seller shall promptly pay and keep current all real estate taxes due on the Premises during the pendency of this Agreement.

w. Seller is not aware of, nor has Seller received, (i) any notice of a change or proposed change in the zoning and/or land use ordinances, or any contemplated or actual redevelopment plan relating to the Premises, or (ii) an application pertaining to property within 200' of the Premises, and shall advise Buyer promptly upon becoming aware of same and in each case deliver to Buyer copies of any future notices received by Seller within three (3) days of receipt of same.

x. If, prior to Closing, Seller becomes aware of a fact or circumstance which changes, contradicts, or renders incomplete any representation made by Seller in this Agreement, Seller will immediately give written notice to Purchaser of such fact or circumstance.

y. During the pendency of this Agreement, the Seller shall not take part in any discussions or negotiations with any other party with regard to the sale or other disposition of the Premises, accept an offer for the Premises and/or market the Premises for the sale or other disposition of the Premises.

None of the foregoing representations shall survive closing of title.

z. The sale of this property is in compliance all laws applicable to the sale of municipally owned lands. The Seller has adopted any and all resolutions, ordinances and other consents required for the sale of municipally owned lands.

8. Inspection of the Property. The Parties agree that the Buyer and its agents shall have the right to enter onto the Property on 48 hours prior notice to the Seller for the purpose of conducting a non-invasive Phase I environmental inspection. At Buyer's sole discretion, for any reason or no reason whatsoever that Buyer does not desire to move forward with the transaction, Buyer may terminate this contract for any or no reason and receive the deposit back within 30 days of the effective date.

9. Title. Title to the Premises shall be good, marketable, with title valid of record, and insurable at regular rates by a title insurance company of Buyer's choice authorized to do business in the State of New Jersey. Purchaser shall promptly (but not later than 30 days from the date of this Agreement – the "Title Review Period") notify Seller, in writing, of any title exceptions set forth in such Title Binder which are not Permitted Exceptions. Seller shall then have a thirty (30) day period after such notice to clear or remove the non-Permitted Exceptions to the satisfaction of Purchaser and Purchaser's title company. In the event Seller is unable, after diligent efforts, to remove the non-Permitted Exceptions and deliver title as required above, Purchaser shall have the right either to accept such title as Seller is able to convey, without abatement of the Purchase Price, or to terminate this Agreement.

10. Adjustments at Closing. The Buyer and Seller agree to adjust real estate taxes only as of the closing date: The Property is served by public utilities. The Buyer or the Seller may require that any person with a claim or right affecting the property be paid off from the proceeds of this sale. Seller shall provide buyer with copies of current property tax assessment, water, and sewer bills.

11. Default/Cure: If Buyer or Seller defaults as to any of the provisions of this Agreement, and the non-defaulting party serves the defaulting party with written notice specifying the default, the defaulting party shall have ten (10) days from receipt of such notice to cure or commence to cure such default.

12. Assignment: Buyer shall be entitled to assign this Agreement, on or before the date set for Closing, without prior written approval of Seller to any entity in which the Buyer maintains an ownership interest. Any such assignment shall not release original purchaser from this Agreement. Purchaser shall advise Seller of any such assignment. No other assignment is permitted.

13. Default by Buyer: The parties agree that in the event Buyer shall default under this Agreement, the actual damages which Seller would suffer would be mathematically difficult to calculate. The parties hereto agree in good faith to estimate the amount of such damages which would reasonably compensate the Seller for such a default. Accordingly, in the event of any default by Buyer, Seller shall be entitled to liquidated damages in the sum of the Deposit, as Seller's sole and exclusive remedy. Seller expressly waives any consequential or other monetary damages and accepts the Deposit as liquidated damages as set forth herein.

14. Default by Seller. The parties hereto agree that in the event Seller shall default under this Agreement, Purchaser shall be entitled to exercise all remedies available to Purchaser at law and/or in equity.

15. Notification of Sale. Buyer shall have the right to comply with the applicable provisions of state law with respect to bulk sales, including, but not limited to N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38, and Seller shall cooperate in connection with such compliance. The Bulk Sale Section of the New Jersey Division of Taxation ("Division") shall be notified of this transaction by Buyer filing a form C-9600 in the form required by law (the "Tax Notification"). Buyer's attorney shall file the Tax Notification no later than twenty (20) days prior to the Closing and shall forward a copy of the same to Seller's attorney. In furtherance thereof: (i) Seller shall prepare and deliver to Buyer the Asset Transfer Tax Declaration Form TTD in the form required by law (the "TTD") in the form prescribed by the Division, so that such form is received by Buyer not less than thirty (30) days prior to the Closing. Buyer shall include the completed TTD with the C-9600. In the event the Division notifies Seller or Buyer in writing prior to the Closing that any portion of the proceeds of the sale due to Seller at the Closing are to be withheld and either paid directly to the

Division at the Closing or held in escrow following the Closing (the “Tax Escrow”), then such amount shall be withheld and paid over to and held by the Title Company as escrow agent (“Tax Escrow Agent”), pursuant to a tax escrow agreement in a form reasonably agreed to Buyer, Seller and the Tax Escrow Agent. Pursuant to such tax escrow agreement, upon receipt of a tax clearance letter authorizing release of the escrow, Tax Escrow Agent shall immediately release any funds remaining in escrow to Seller. If the Division gives notice to Buyer that Seller is liable for taxes in an amount that is greater than the Tax Escrow, Seller shall promptly pay the difference to the Division and shall provide Buyer with evidence of such payment. In no event shall Buyer be liable for any tax liabilities of Seller (including but not limited to, taxes owed in connection with the use and operation of the Property prior to Closing, or any taxes on any gain realized upon the sale, transfer or assignment of the Property by Seller).

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. No amendment or modification hereof shall have any force or effect unless in writing and executed by all parties.

17. Risk of Loss. Risk of loss, by reason of fire or other casualty, shall remain with Seller under the time of Closing.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, their heirs, executors, administrators, successors, and assigns.

18. Governing Law: This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any and all suits arising from this Agreement, or the transaction contemplated herein shall be venued in the Superior Court of New Jersey in such county as the Property is located.

19. Invalidity of any Provisions. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or enforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. No Presumption: This Agreement has been fully reviewed and negotiated by the parties and their respective attorneys and any presumption of resolving ambiguities against the drafter shall not apply.

21. Notices. All notices under this contract must be in writing. The notices may be delivered by email, addressed as follows:

To Seller: Borough of Hightstown, Attn: , 148 N Main St, Hightstown, NJ 08520, 609-490-5100

To Seller’s attorney: Frederick C. Raffetto, Esq. & Rick Brodsky, Esq., Ansell Grimm & Aaron, PC, 1500 Lawrence Avenue, Ocean, NJ 07712, 732-643-5218, email:fcr@ansellgrimm.com & rb@ansellgrimm.com

To Buyer: John Kainer, 154 First Ave Manasquan NJ 08736, 732-690-8569 email: jkainer2@gmail.com

Buyer’s attorney: Hutt & Shimanowitz, 459 Amboy Ave, Woodbridge, NJ 07095, 732-634-6400 email: rshim@huttshim.com with a copy to annp@huttshim.com

To Escrow Agent: Derrick Scenna, Trident Abstract Title Agency, LLC, 1340A Campus Parkway, Wall, NJ 07753, dscenna@tridentabstract.com, (732) 431-3134.

22. Real Estate Brokerage Commissions: Seller and Buyer mutually represent and warrant to each other that neither dealt with any real estate broker or salesperson. The parties hereto agree to save each other harmless and indemnify each other from any losses, damages, judgments and costs and expenses, including but not limited to legal fees, which a party may suffer if the other party breaches its obligations hereunder or if the representation of the other party contained herein proves untrue. Buyer and Seller acknowledge disclosure of the fact that John Kainer is a licensed real estate broker in the State of New Jersey.

23. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be considered one and the same instrument and shall become effective as of the Effective Date. Electronic signatures and PDF copies with signatures will be considered originals.

24. Farmland Assessment. Buyer is solely responsible for any roll back taxes that that may be imposed upon Buyer’s change of use of the Property.

SIGNED AND AGREED TO BY:

Witness or Attested by:

As to Buyer ----- Date -----
John Kainer, Managing Member

As to Seller ----- Date -----

Resolution 2022-122

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AMENDING RESOLUTION 2022-108 ESTABLISHING SALARIES OF CERTAIN OFFICERS AND EMPLOYEES OF THE BOROUGH OF HIGHTSTOWN FOR THE YEAR 2022

WHEREAS, on June 6, 2022, Borough Council adopted Resolution 2022-108 setting salaries for 2022 for Department Heads pursuant to Article 2-9-8(b) of the *Revised General Ordinances of the Borough of Hightstown*; and

WHEREAS, pursuant to Resolution 2021-190 Geetanjali Jain was promoted to Senior Public Health Nurse effective January 1, 2022 with an annual salary of 78,770.00; and

WHEREAS, Resolution 2022-108 needs to be amended to incorporate the new position and salary.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that Resolution 2022-108 be amended as follows:

<u>Position/Title</u>	<u>2022 Salary</u>
Senior Public Health Nurse	78,770.00

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 20, 2022.

Margaret Riggio
Borough Clerk

Resolution 2022-123

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

AUTHORIZING SPECIFICATION PREPARATION, BIDDING, INSPECTION AND ADMINISTRATION FOR INFLUENT DRYWELL UPDATE AT THE ADVANCED WASTEWATER TREATMENT PLANT

WHEREAS, the Borough Engineer has advised Borough Council the need for and upgrade to the Influent Drywell at the Advanced Wastewater Treatment Plant; and

WHEREAS, the Borough Council wishes to authorize the Borough Engineer, Carmela Roberts of Roberts Engineering Group, for an amount not to exceed \$30,000.00, for the specification preparation, bidding, inspection and administration of the project; and

WHEREAS, the Chief Finance Officer has certified that funds are available for this project.

NOW, THEREFORE BE IT RESOLVED, that the Borough Engineer is hereby authorized as the design engineer, construction inspection and contract administration engineer for the Improvements to the Activated Sludge Tanks at an amount not to exceed a total of \$30,000.00.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 20, 2022.

Margaret Riggio
Borough Clerk



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

Resolution 2022-124

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

AUTHORIZING PURCHASE OF CONCRETE BARRIERS

WHEREAS, with the adoption of Ordinance 2022-06, new regulations prohibit vehicles from turning at the intersection of North Main Street and Wyckoff Mills Road, when traveling in a northbound or southbound direction on North Main Street; and

WHEREAS, Borough Council has determined that the use of concrete barriers are needed at this intersection to prevent vehicles from turning onto Wyckoff Mills Road; and

WHEREAS, Public Works was able to secure deco concrete blocks from G&M Dill and Sons Trucking of Whiting, New Jersey at a cost of \$1,190.00.

NOW THEREFORE BE IT RESOLVED, that Mayor and Council of the Borough of Hightstown authorize the purchase of said deco concrete blocks for use as barriers as detailed herein.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 20, 2022.

Margaret Riggio
Borough Clerk

Resolution 2022-125

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

URGING THE SWIFT PASSAGE OF S-330 WHICH RESTORES ENERGY TAX RECEIPTS

WHEREAS, taxes on gas and electric utilities were originally collected by the host municipalities to be used for local purposes and to compensate the public for the use of their rights of way; and

WHEREAS, when the State made itself the collection agent for these taxes, it promised to dedicate the proceeds to municipal property tax relief; since, just as municipalities collect property taxes for the benefit of school districts, counties, and other entities, the State is supposed to collect Energy Taxes for the benefit of municipal governments; and

WHEREAS, for years, though, State budget makers have diverted funding from Energy Taxes to fund State programs; and instead of being spent on local programs and services and used to offset property taxes, the money has been spent as successive Legislatures and Administrations have seen fit; and

WHEREAS, the diversion of dedicated energy tax receipts to the State's General Fund further jeopardizes this critical property tax relief funding in future years; and

WHEREAS, by reducing Consolidated Municipal Property Tax Relief Act (CMPTRA), which is also comprised of revenues that should be returned to municipalities, State Budget makers have been able to continue collecting Energy Taxes, while keeping additional revenue that should have been returned to provide property tax relief; and

WHEREAS, the cumulative impact of years of underfunding has left many municipalities with serious needs and burdensome property taxes; and

WHEREAS, local elected officials are in the best position to decide the best use of these resources, which were always intended to fund local programs and services; and

WHEREAS, Senator Singleton and Senate President Scutari have introduced legislation (S-330) that will restore, over a five-year period, Energy Tax Receipts to municipalities;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Hightstown in the County of Mercer, urges the Legislature to swiftly pass this legislation and Governor Murphy sign the legislation prior to passage of the FY2023 State budget; and

BE IT FURTHER RESOLVED that a copy of this Resolution is forwarded to Senator Linda Greenstein, Assemblyman Daniel Benson, Assemblyman Wayne DeAngelo, Senate President Scutari, Assembly Speaker Coughlin, Governor Murphy, and the League of Municipalities.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 20, 2022.

Margaret Riggio
Borough Clerk

Resolution 2022-126

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	46,820.00	1,797,782.00	1,844,602.00
Capital Outlay – Current	0.00	0.00	0.00
Debt Service – Current	0.00	0.00	0.00
Water/Sewer	112,000.00	572,705.00	684,705.00
Capital Outlay – W/S	0.00	0.00	0.00
Debt Service - W/S	0.00	0.00	0.00
TOTAL	158,820.00	2,370,487.00	2,529,307.00

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 June 20, 2022.

Margaret Riggio
Borough Clerk

Borough of Hightstown
 Emergency Temporary No. 8
 6/20/2022

Schedule "A"

Current Fund

Workers Compensation	Other Expenses	20,320.00
General Liability Insurance	Other Expenses	6,500.00
Uniform Construction Code	Salaries and Wages	<u>20,000.00</u>
Total Current Fund		<u>46,820.00</u>

Water-Sewer Operating Fund

Salaries and Wages	50,000.00
Other Expenses	50,000.00
Social Security	<u>12,000.00</u>
Total Water Sewer Operating	<u>112,000.00</u>

Total	<u><u>158,820.00</u></u>
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Resolution 2022-127

*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 June 20, 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 – FOP Superior Officers & Rank and File

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 September 20, 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 June 20, 2022.

Margaret Riggio
Borough Clerk

3. Objects to or refuses to participate in any activity, policy or practice which the employee reasonably believes is in violation of the law or of state regulation; is fraudulent or criminal, or is incompatible with clear mandate of public policy concerning the public health, safety or welfare.
- B. Employees are hereby advised that the protection afforded to employees under CEPA is subject to a notice requirement to the employer. That is, an employee who intends to report alleged wrongdoing to a public body must in normal circumstances advise the Borough Administrator in writing and afford the Borough a reasonable opportunity to correct the complained of activity, policy, or practice before a disclosure to a public body is made
 - C. The Borough shall display notices in Borough Hall, police headquarters, the water plant, the advanced waste water treatment plant, and the department of public works advising employees of their obligations and protection under CEPA.
 - D. Employees are further advised that although CEPA does not diminish the rights, privileges or remedies of any employee under any other federal or state law or regulation or under any collective bargaining agreement, once an action is instituted under CEPA, the employee's rights and remedies under any other contract, collective bargaining agreement, state law, rule or regulation or under the common law will be deemed waived.

8-11 Continuing Education.

Certain full-time employees of the Borough of Hightstown are required to take continuing education courses/seminars/programs (collectively referred to hereinafter as "courses") in order to maintain mandated certification. In addition, the Borough Administrator may require full-time employees to take other courses, not otherwise required to maintain certification. To assist full-time employees financially, the Borough will advance the employee the costs of tuition and fees for such courses. Funds to cover the costs of courses and seminars must be certified by the Borough Administrator/Chief Financial Officer before the registration can be submitted. The advancement of such costs on behalf of a full-time employee shall be in the form of a loan, upon presentation of a valid tuition/seminar/course invoice. The Borough will then process the payment directly to the corresponding entity. Any such monies advanced must be repaid by the employee to the Borough no later than 12 months after such monies are advanced to the employee, or the end of the course, whichever shall be later.

Notwithstanding the foregoing, employees advanced such costs, as discussed above, can be relieved of the obligation to repay such monies provided the employee remains a full-time employee of the Borough for a period of 12 months following the completion of the course.

Tuition costs will not be advanced for the purpose of re-taking a course by reason of an employee's failure to receive a passing grade, or employee's withdraw prior to course completion. An employee who received this advance and has failed the course shall be required to immediately repay the Borough the entire cost of the course.

8-12 Early Closing and Delayed Opening Policy:

In the event of unsafe conditions, the Mayor may authorize Supervisors to close operations earlier than the normal working hours. If conditions exist prior to scheduled openings, the Mayor shall notify Supervisors of a delayed opening and a new opening time. Each Department will have a calling system in place. If the employee chooses not to report to work, a full vacation day or compensating time will be charged. If the employee does not have vacation or compensating time, the day shall be without pay. Sick time will only be charged for a legitimate illness. If work is called off for the day, no time will be charged for the day. This provision does not apply to (the Department of Public Works,) (Police,) (Fire,) (Water,) (Sanitation,) (Emergency Services) (public safety dispatchers) (or) any personnel who may be required to assist in an emergency.

8-13 Video Surveillance

The Borough of Hightstown may install video surveillance camera systems within public buildings and throughout public areas within the Borough of Hightstown primarily as visual deterrents of criminal behavior and for the protection of employees and municipal assets. In implementing these video camera systems, the Borough of Hightstown will ensure compliance with federal, state and local laws governing such usage.

The Borough of Hightstown video surveillance camera systems are a significant tool to which the employees of the Borough of Hightstown will avail themselves in order to complete the goals and objectives of the Borough of Hightstown. Employees are only permitted to use the video surveillance camera systems for a legitimate purpose and with proper authorization. The Borough of Hightstown designee will be responsible for authorization of users. The improper use of these systems can result in discipline up to and including termination.

No employee is permitted to view, continually watch, search, copy or otherwise use one of the Borough of Hightstown video surveillance camera systems or tamper with access, archive, alter, add to, or make copies of any data that has been recorded and stored within any of these systems without (1) a specific legitimate purpose and (2) permission for the designee of the Borough of Hightstown.

number, amount, stopping/starting the service, or any other change to the information on file in the Payroll office.

5-2. Computation of overtime.

Employees may be compensated for overtime work at 1½ times their normal hourly rate when such overtime work has been scheduled in writing by the department head and authorized in writing by the Borough Administrator. In all instances, however, overtime compensation shall commence only after the employee has worked forty (40) hours. Hours worked shall not include sick time used in the pay period.

5-3. Employees exempt from overtime payment.

The following full-time administrative positions do not provide for payment of overtime: Department heads; Borough Clerk; Municipal Court Administrator; Tax Assessor; Treasurer; Tax Collector; Public Works Superintendent; Chief of Police; Water Treatment Plant Superintendent; Waste Water Treatment Plant Superintendent; Construction Code Official; Police Director and Zoning Officer

5-4. Official office hours.

- A. The official office hours of the Borough shall be 8:30 a.m. to 4:30 p.m., Monday through Friday, unless otherwise directed by the Borough Administrator. The hours of work for employees, including lunch hours, shall be specified by the Borough Administrator, who may set forth the specific hours of work for each department and modify same as he may deem necessary. Requests for flexible work hours, commonly known as “flex time,” shall be submitted to the Borough Administrator, who shall grant or deny such requests based upon the needs of the Borough; upon reasonable notice to the employee, the Borough Administrator may modify or revoke such a determination if the needs of the Borough so warrant.
- B. An employee who does not report to work for four (4) consecutive days, and does not provide notification to the Borough of the absence prior to the expiration of the four days, will be considered to have resigned.

5-5. Holidays.

- A. Matters relating to holidays for members of collective bargaining units shall be as set forth in the applicable collective bargaining agreements.
- B. The following holidays with pay shall be observed by the Borough and shall apply to employees who are not members of a collective bargaining unit: Martin Luther King, Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day,