

Agenda
Hightstown Borough Council

July 5, 2022

6:30 PM – Public Session

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

Meeting ID: 829 7221 7248

Passcode: RZ06eh

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

By phone

(929)205-6099

Meeting ID: 829 7221 7248

Passcode: 578650

PLEASE TURN OFF ALL CELL PHONES DURING YOUR ATTENDANCE AT THIS MEETING TO AVOID SOUNDS/RINGING OR CONVERSATION THAT MAY INTERFERE WITH THE MEETING OR THE ABILITY OF ATTENDEES TO HEAR THE PROCEEDINGS. THANK YOU FOR YOUR COOPERATION.

Meeting called to order by Mayor Lawrence Quattrone.

STATEMENT: Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was provided to the *Trenton Times* and the *Windsor-Hights Herald*, and is posted on the Borough's website.

Roll Call

Flag Salute

Approval of the Agenda

Minutes

February 22, 2022 – Public Session

February 22, 2022 – Executive Session

Public Comment

Any person wishing to address Council with his or her comments will have a maximum of three minutes to do so at this time.

Ordinances

2022-13 Public Hearing and Final Reading 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 Public Hearing and Final Reading 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

2022-128 Authorizing Payment of Bills

2022-129 Amending the Personnel Policy Manual of the Borough of Hightstown

2022-130 Ratifying Memorandum of Agreement with the Hightstown Superior Officers FOP Lodge 140 – Fraternal Order of Police/New Jersey Labor Council for the Years 2022, 2023, 2024 & 2025 and Authorizing the Execution of a Collective Bargaining Agreement Relating thereto.

2022-131 Ratifying Memorandum of Agreement with the Hightstown Police Officers FOP Lodge 140 – Fraternal Order of Police/New Jersey Labor Council for the Years 2022, 2023, 2024 & 2025 and Authorizing the Execution of a Collective Bargaining Agreement Relating thereto.

2022-132 Authorizing Payment No. 16 – The Musial Group, P.A. (Architectural and Contract Administration Services for Municipal Facilities Located at 230 Mercer Street)

2022-133 Authorizing the Borough Grant Writer to Prepare and Submit a Grant Application for the NJDCA American Rescue Plan Firefighter Grant Program

Consent Agenda

2022-134 Resolution In Support of the Ability of Municipalities to Adopt Regulations to Protect Public Health, Safety, and Welfare From Threats of Flooding

2022-135 Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Improvements to Maxwell Avenue

2022-136 Authorizing Emergency Temporary Appropriations Prior to Adoption of the 2022 Budget

Discussion

Return to In Person Council Meetings

Subcommittee Reports

Mayor/Council/Administrative Reports

Executive Session

Resolution 2022-137 Authorizing a Meeting that Excludes the Public

Attorney Client Privilege

Contract negotiations – Borough Administrator

Adjournment

**Meeting Minutes
Hightstown Borough Council
February 22, 2022
6:30 p.m.**

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

The flag salute followed Roll Call.

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

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

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Moved by Councilmember Misiura; Seconded by Councilmember Jackson.

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

Agenda approved 5-0.

APPROVAL OF MINUTES

October 28, 2021 – Special Meeting

Moved by Councilmember Fowler; Seconded by Councilmember Jackson

Roll Call Vote: Councilmember Bluth, Fowler, Jackson and Montferrat voted yes. Councilmember Misiura abstained.

Minutes approved 4-0 with 1 abstension.

November 1, 2021 – Public Session

Moved by Councilmember Montferrat; Seconded by Councilmember Fowler.

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

Minutes approved 5-0.

Councilmember Cicalese arrived at this time.

November 1, 2021 – Executive Session

Moved by Councilmember Fowler; Seconded by Councilmember Misiura.

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

Minutes approved 6-0.

November 15, 2021 – Public Session

Moved by Councilmember Cicalese; Seconded by Councilmember Jackson.

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

Minutes approved 6-0.

PUBLIC COMMENT

Council President Bluth opened the public comment period and the following individuals spoke:

Eugene Sarafin, 626 South Main Street - Stated he is happy to have a democracy in Hightstown. He commented on the Planning Board's request to expand the area in need of redevelopment. We need to take a hard look at this madness. Hightstown will not survive with adding more and more apartments. He would rather see more single-family owned homes. We are destroying this small town.

Taxi Tu Amigo. They are requesting Council add a 6th taxi company as permitted in the Borough Code. They missed the January 1st renewal date due to Covid complications. They stated that they are an essential part of the community and the Borough is in need of the additional vehicles on the road. Council President Bluth thanked them for speaking and stated that this is not something Council can discuss this evening but they will discuss this in the future.

There being further comments, Council President Bluth closed the public comment period.

ORDINANCES

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

Council President Bluth opened the public hearing and the following individuals spoke:

Eugene Sarafin, 628 South Main Street - Stated that people need to break down their cardboard. We should not need to make a law for this. But this is a good reason to pass this ordinance.

There being no further comments, Council President Bluth closed the public hearing.

Moved for adoption by Councilmember Montferrat; Seconded by Councilmember Fowler.

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

Ordinance adopted 6-0.

ORDINANCE 2022-01

BOROUGH OF HIGHTSTOWN COUNTY OF MERCER STATE OF NEW JERSEY

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

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

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

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

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

- a. Except as provided in Subsection 18-1.9(b) below, business establishments, residents and tenants of rental properties located in Block 23 and Block 33 of the Borough of Hightstown shall be permitted to utilize municipal garbage dumpsters located in the Stockton Street parking lot at no charge. Each such business establishment or household shall be entitled to dispose of the equivalent of one 95-gallon container of solid waste per week.
- b. Licensed food establishments located in Block 23 or Block 33 of the Borough of Hightstown shall be permitted to utilize municipal garbage dumpsters located in the Stockton Street parking lot, provided that a written agreement is entered into between the Borough and the licensed retail food establishment, and that the food establishment pays a share of the Borough’s cost for the provision of such service. A schedule of fees shall be established by Resolution of the Borough Council for services provided under this subsection and shall be updated as necessary in order to ensure the fair distribution of costs among the users. Fees not paid within 30 days of assessment by the Borough shall constitute a lien against the property where the licensed retail food establishment is located, and such services shall cease until full restitution has been made. Property owners will be held responsible for any violations of this Section.

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

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

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

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

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

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

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

Council President Bluth opened the public hearing and the following individuals spoke:

Eugene Sarafin, 628 South Main Street - Questioned how fees can be raised without any backup. This seems unfair to the public.

Councilmember Montferrat stated that we are getting our fees in line with the rest of Mercer County.

Councilmember Misiura stated that he had spoken with George Chin regarding article 12.2.2, plan review fees, it seems to be an error. Discussion ensued. Borough Attorney, Fred Raffetto, stated that he is comfortable amending the language to read 20% of permit fee or \$75 whichever is higher as this was clearly an error.

There being no further comments, Council President Bluth closed the public hearing.

Councilmember Misiura moved to amend Ordinance 2022-02 article 12.2.2. to read *20% of permit fee or \$75 whichever is higher*; Councilmember Fowler seconded.

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

Ordinance amended 6-0.

Moved for adoption as amended by Councilmember Cicalese; Seconded by Councilmember Jackson.

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

Ordinance adopted as amended 6-0.

ORDINANCE 2022-02

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

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

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

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

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

Section 12-2

FEES

Subsections:

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

Subsection 12-2-1 Construction Permit Fees.

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

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

1. For new construction, the permit fees shall be computed at the rate of ~~\$0.034~~ \$0.040 per cubic foot of volume. However, structures falling into S-1 or S-2 categories shall be charged at the rate of ~~\$0.020~~ \$0.30 cents per cubic foot; except that the minimum fee in all cases shall be ~~sixty-five~~ seventy-five (~~\$65.00~~ \$75.00) dollars.

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

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

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

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

6. Retaining walls:

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

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

7. Gazebos:

(a) Group R-5: \$75.00

(b) All other groups: \$150.00

8. Asbestos hazard abatement fee.

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

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

9. Lead abatement fee.

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

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

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

Water closet	\$13.00 <u>\$25.00</u>
Urinal/bidet	\$13.00 <u>\$25.00</u>
Lavatory	\$13.00 <u>\$25.00</u>
Shower	\$13.00 <u>\$25.00</u>

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

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

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

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

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

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

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

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

1. For plan review to establish fire safety.....	\$50.00	
2. For inspection of new homes	\$50.00	
3. For inspection of newly installed wood stoves or fireplaces or new or rebuilt chimneys.....	58.00	<u>\$100.00</u>
4. For inspection of smoke detectors:		
<u>Number of Detectors</u>		<u>Fee</u>
(a) 1 to 20.....	75.00	<u>\$100.00</u>
(b) 21 to 100.....	151.00	<u>\$234.00</u>
(c) 101 to 200.....	\$289.00	<u>\$448.00</u>
(d) 201 to 400.....	\$748.00	<u>\$856.00</u>
(e) 401 to 1,000.....	\$1,036.00	<u>\$1605.00</u>
(f) Over 1,000.....	\$1,323.00	<u>\$2048.00</u>
5. For inspection of <u>Flammable combustible</u> storage tanks:		

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

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

6. For inspection of sprinkler systems:

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

7. Independent pre-engineered systems (per systems)

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

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

<u>(a) Use group R-5</u>	<u>\$100.00</u>
<u>(b) All other groups</u>	<u>\$165.00</u>

9. Smoke control system or fire alarm control panel replacement

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

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

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

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

13. Engineered suppressions pre-action systems, or

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

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

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

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

Furnace.....~~\$85.00~~

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

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

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

Subsection 12-2-2 Plan Review Fees.

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

Subsection 12-2-3 Demolition Fees.

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

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

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

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

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

Subsection 12-2-5 Sign Construction Fees.

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

Subsection 12-2-6 Certificates of Occupancy Fees.

The following fees shall be charged for certificates of occupancy:

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

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

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

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

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

Subsection 12-2-8 Surcharge.

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

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

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

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

Subsection 12-2-9 Report of Fees Collected.

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

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

Fees shall be waived for all municipal construction permits issued for alterations on any building in the Borough's designated CC-1 (Central Commercial 1) zone between November 1, 2001 and the date of

completion of the downtown revitalization or December 31, 2002, whichever occurs first. New Jersey DCA training fees will not be waived. (New - Ord. No. 2001-21)

Subsection 12-2-11 Application for a Variation

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

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

Resubmission Class 1

Chapter 28

ZONING

Subsection T28-18-2T Zoning Permit Required; Fee.

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

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

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

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

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

Moved for introduction by Councilmember Fowler; Seconded by Councilmember Cicalese.

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

Ordinance introduced 6-0. Public Hearing scheduled for March 7, 2022

ORDINANCE 2022-03

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

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

OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY,”

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

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

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

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

Subsection T28-3-5T R-1 Residential District.

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

1. Principal Uses:

- (a) Detached single-family dwellings, which may contain a professional office or private school, subject to the regulations of subsection 28-10.3, or a customary home occupation subject to the regulations of subsection 28-10.6.
- (b) Public or private schools, subject to the restrictions set forth in subsection 28-10.1.
- (c) Places of worship, subject to the restrictions set forth in subsection 28-10.2.
- (d) Public facilities.
- (e) Public utility offices and facilities.
- (f) Hospitals, sanitariums and nursing homes.
- (g) Cemeteries, but not including mausoleums or crematoriums, and further limited to the properties used for cemetery purposes at the time of the adoption of Ordinance No. 93-852. It is not the intent of this subparagraph to prohibit additional grave sites on property used for cemetery purposes at the time of the adoption of the aforesaid ordinance.
- (h) Agriculture and horticulture, including sale of farm products on properties where produced.
- (i) Community residences for the developmentally disabled, community residences for the mentally ill and community residences for persons with head injuries.
- (j) Community shelter for victims of domestic violence, as defined in N.J.S. 40:55D-66.2(b), housing up to six (6) persons, exclusive of staff.
- (k) Family day care homes, as defined in N.J.S. 40:55D-66.5 as a home occupation, subject to the regulations set forth in subsection 28-10.6.

2. Accessory Uses:

- (a) Carports, accessory garages and/or open parking spaces with necessary driveways for vehicles belonging to residents on the premises and their guests.
- (b) Noncommercial solariums and home swimming pools, provided that suitable protective fencing at least four (4') feet high shall surround the pool.
- (c) Home-based occupations as defined in Section 28-10-6 and professional offices, provided that the

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

- (d) Signs as provided in subsection 28-3.5b, 12.
- (e) Fences and walls.
- (f) Subject to lot coverage requirements, no more than two (2) storage sheds are permitted on a lot.
- (g) Satellite dishes, subject to the restrictions and requirements set forth in subsection 28-10.18.
- (h) Yard structures to include gazebos, pergolas or arbors, subject to the restrictions and requirements set forth in subsection 28-10-20.
- (i) Playground equipment, including but not limited to swing sets, non-elevated children's playhouses, etc.; however, no zoning permit shall be required. Tree houses shall not be located within ten (10') feet of any property line.

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

b. Other Restrictions.

1. Lot Area. A lot of not less than fifteen thousand (15,000) square feet shall be required.
2. Lot Width. A lot width of not less than one hundred (100') feet shall be required.
3. Lot Depth. A lot depth of not less than one hundred fifty (150') feet shall be required.
4. Front Yard. No portion of any building shall be located nearer to any street line than thirty-five (35') feet, except that projections such as windowsills, cornices, cantilevered roofs, open one-story porches, balconies, other roof overhangs, canopies, bay windows and others of the same nature may project not more than five (5') feet into a required front yard. Further, no building erected on any lot need be set back farther from the street line than the average alignment of existing buildings within two hundred (200') feet on each side of the lot and within the same block front and district. Regardless of the alignment of neighboring buildings, however, no building erected between two (2) existing buildings on immediately adjacent lots need be set back farther than that of the two (2) buildings which is farther from the street line. The front yard setback shall be fifty (50') feet for the following uses: Public or private schools, places of worship, public facilities, hospitals, sanitariums and nursing homes.
5. Side Yards; Principal Buildings. There shall be two (2) side yards having an aggregate width of thirty-five (35') feet, each having a width not less than fifteen (15') feet. In the case of a corner lot, the side yard on the street side shall be not less than twenty-five (25') feet.
6. Side Yards; Accessory Buildings. There shall be two (2) side yards having an aggregate width of thirty-five (35') feet, each having a width of not less than three (3') feet.
7. Rear Yard; Principal Buildings. There shall be rear yard not less than forty-five (45') feet deep. In the case of a lot extending through from street to street, the front yard requirements shall be observed on both streets. Projections, such as windowsills, cornices, cantilever roofs, open one-story porches or decks, balconies, other roof overhangs, canopies, bay windows and others of the same nature, may project not more than five (5') feet into a required rear yard.
8. Rear Yard; Accessory Buildings. There shall be a rear yard not less than three (3') feet deep behind accessory buildings. In the case of a lot extending through from street to street, the front yard requirements shall

be observed on both streets.

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

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

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

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

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

- (a) Nameplates and identification signs: signs indicating the name or address of the occupant or a permitted home occupation or profession bearing only the business name and profession of the user on the site, provided that they shall not exceed two (2) square feet in area. Only one (1) sign shall be permitted per dwelling unit, except in the case of corner lots, where two (2) such signs, one (1) facing each street, shall be permitted.
- (b) Sales or rental signs: signs advertising the sale or rental of the premises upon which they are located, provided that they shall not exceed four (4) square feet in area. Not more than one (1) such sign may be placed upon any property unless such property fronts upon more than one (1) street, in which case two (2) signs may be erected, one (1) facing each street. Such signs shall be promptly removed when premises are sold or rented.
- (c) Institutional and agricultural signs: signs of schools, colleges, churches, hospitals or other institutions of a similar public or semipublic nature and signs for agricultural or horticultural establishments, provided that the size of any sign shall not exceed twenty (20) square feet in area. Not more than one (1) such sign shall be permitted for an institution unless the property fronts upon more than one (1) street, in which case two (2) such signs may be erected, one (1) facing each street.
- (d) Signs accessory to parking areas: signs designating entrances or exits to or from a parking area, provided that the size of any sign shall not exceed four (4) square feet in area, and signs designating the identity and conditions of use of parking areas, provided that the size of any such sign shall not exceed eight (8) square feet in area. Not more than one (1) sign may be placed upon any property unless such property fronts upon more than one (1) street, in which event two (2) such signs

may be permitted, one (1) facing each street.

(e) Development signs:

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

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

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

(f) Directional signs for developments:

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

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

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

(g) Artisans' signs:

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

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

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

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

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

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

Moved for introduction by Councilmember Misiura; Seconded by Councilmember Jackson.

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

Ordinance introduced 6-0. Public Hearing scheduled for March 7, 2022

ORDINANCE 2022-04

BOROUGH OF HIGHTSTOWN

COUNTY OF MERCER
STATE OF NEW JERSEY

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

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

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

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

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

Section 8-7 Rules and Regulations.

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

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

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

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

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

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

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

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

i. The police department shall not call a towing service to remove a vehicle from private property. The police

department shall provide the property owner with all available information regarding the ownership of the motor vehicle on their property, and the property owner will then be responsible for making their own arrangements to remove the vehicle.

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

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

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

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

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

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

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

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

(Ord. No. 2019-05)

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

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

RESOLUTIONS

Resolution 2022-055 Authorizing Payment of Bills

Moved by Councilmember Cicalese; Seconded by Councilmember Fowler

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

Resolution adopted 6-0.

Resolution 2022-055

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

AUTHORIZING PAYMENT OF BILLS

WHEREAS, certain bills are due and payable as per itemized claims listed on the following schedules, which are made a part of the minutes of this meeting as a supplemental record;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the bills be paid on audit and approval of the Borough Administrator, the appropriate Department Head and the Treasurer in the amount of \$1,791,243.05 from the following accounts:

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

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

Moved by Councilmember Misiura; Seconded by Councilmember Cicalese.

CFO, George Lang, stated that this is for the watermain at Stockton Street, Forman Street and First Avenue. We are getting low funding and hopefully forgiveness. We funded this project ourselves since the Ibank did not have funding at the time we started the project. We issued notes which is temporary funding. We can now permanently fund through the Ibank. Bond Counsel is now working on this.

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

Resolution adopted 6-0.

Resolution 2022-056
BOROUGH OF HIGHTSTOWN

*COUNTY OF MERCER
STATE OF NEW JERSEY*

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

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

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

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

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

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

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

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

an Authorized Officer as determined hereunder. The Local Unit Clerk is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Local Unit as determined hereunder and to affix the corporate seal of the Local Unit to such Financing Documents.

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

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

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

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

Section 5. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Local Unit Bonds by the parties authorized under Section 4 hereof.

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

- (a) The I-Bank Loan Bond shall be issued in a single denomination and shall be numbered R-1. The Fund Loan Bond shall be issued in a single denomination and shall be numbered R-2;

(b) The Local Unit Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to both principal and interest in lawful money of the United States of America; and

(c) The Local Unit Bonds shall be executed by the manual or facsimile signatures of the Borough President and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

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

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

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

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

Section 11. This resolution shall take effect immediately.

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

Resolution 2022-056

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

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

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

"State"), all pursuant to the New Jersey Water Bank financing program (the "Program");

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

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

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

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

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

Section 1. The I-Bank Loan Agreement, the Fund Loan Agreement and the Escrow Agreement (collectively, the "Financing Documents") are hereby authorized to be executed and delivered on behalf of the Local Unit by either the Borough President or the Chief Financial Officer in substantially the forms on file with the Clerk, with such changes as the Borough President or the Chief Financial Officer (each an "Authorized Officer"), in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit (collectively, the "Local Unit Consultants") and after further consultation with the I-Bank, the State and their representatives, agents, counsel and advisors (collectively, the "Program Consultants," and together with the Local Unit Consultants, the "Consultants"), shall determine, such determination to be conclusively evidenced by the execution of such Financing Documents by an Authorized Officer as determined hereunder. The Local Unit Clerk is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Local Unit as determined hereunder and to affix the corporate seal of the Local Unit to such Financing Documents.

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

Section 3. In accordance with N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law and N.J.S.A. 58:11B-9(a), the Local Unit hereby sells and awards its I-Bank Loan Bond to the I-Bank and its Fund Loan Bond to the State, in a total aggregate principal amount not to exceed \$1,435,000, all in accordance with the provisions hereof. The Local Unit Bonds have been referred to and are described in bond ordinance #2017-10 of the Local Unit, finally adopted on August 21, 2017, entitled "Bond Ordinance Providing for Various Improvements to the Water-Sewer Utility in and by the Borough of Hightstown, in the County of Mercer, New Jersey, Appropriating \$1,270,000 Therefor and Authorizing the Issuance of \$1,270,000 Bonds or Notes of the Borough to Finance the Cost Thereof", as supplemented

by bond ordinance #2019-09 of the Local Unit, finally adopted June 17, 2019, entitled “Bond Ordinance Providing a Supplemental Appropriation of \$165,000 for Various Improvements to the Water-Sewer Utility in and by the Borough of Hightstown, in the County of Mercer, New Jersey, and Authorizing the Issuance of \$165,000 Bonds or Notes of the Borough to Finance Part of the Cost Thereof. The aforementioned bond ordinances were finally adopted by the Local Unit at meetings duly called as set forth above, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

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

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

Section 5. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Local Unit Bonds by the parties authorized under Section 4 hereof.

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

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

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

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

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

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

Section 11. This resolution shall take effect immediately.

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

CONSENT AGENDA

Councilmember Jackson moved Resolutions 2022-57; 2022-58; 2022-59; 2022-60; 2022-61 as a Consent Agenda; Councilmember Misiura seconded.

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

Resolutions adopted 6-0.

Resolution 2022-057

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Resolution 2022-058

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSETH:

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

WHEREAS, the Owner has requested the Borough's permission to maintain an existing six foot (6') high privacy fence (the "fence") along part of the side yard of the property, per the plans submitted to the Borough's Zoning Officer, which fence encroaches, in part, upon an existing ten foot (10') wide sanitary sewer easement (the

“easement”) that is held by the Borough; and

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

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

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

expressly known and understood that the Releasors hereby agree to indemnify, defend and hold harmless the Releasees from any and all losses or damages sustained to persons or property that are in any way related to the fence constructed in the easement at the property.

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

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

ATTEST:

BOROUGH OF HIGHTSTOWN

DIMITRI MUSING
Borough Administrator

WITNESS:

_____(Print Name)

NANA ABA AKYERE

Resolution 2022-059

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

AUTHORIZING A TRANSFER OF FUNDS IN THE 2021 BUDGET

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

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

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

Resolution 2022-060

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

**AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS
PRIOR TO ADOPTION OF THE 2022 BUDGET**

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

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

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

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

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

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

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

SCHEDULE "A"

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

Current Fund

First Aid Organization	Other Expenses	2,500.00
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Resolution 2022-61

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

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

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

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

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

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

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

DISCUSSION

Expansion of the Downtown Redevelopment Area Phase 3

This came from Planning Board. Councilmember Misiura stated that a developer purchased the Well Fargo Bank property. This sits in the Downtown Vision Study area. That property was never made part of the redevelopment area. Planning Board would like to make this an area in need of redevelopment. This would give us more control over what is to be built there. Borough Council would need to task Planning Board with investigating if this area is in need of redevelopment. Borough Attorney, Fred Raffetto advised that under Local Redevelopment and Housing Law, the process would be the Governing Body has to adopt a resolution to authorize the Planning Board to undertake a preliminary investigation to determine whether the proposed areas should be considered to be an area in need of redevelopment. There will be a public hearing at the Planning Board level and notice provided to the affected property owners. He suggested that if Council is amenable to this a resolution be put on the agenda for the next Council meeting to give the Planning Board direction. Council President Bluth called for a straw vote to determine if Council would like to move forward with a resolution directing the Planning Board to determine if this is an area in need of redevelopment. Councilmembers Bluth, Cicalese, Fowler, Jackson, Misiura and Montferrat voted yes. The Borough Clerk was instructed to have a resolution on the agenda for the next meeting.

Cannabis Planning Board Review

Councilmember Misiura stated that the Planning Board had their own subcommittee which included the attorney. They are looking at an overlay zone. They need Council's input to determine what locations we would like to use. Discussion with the Planner will be needed. Council needs to discuss hours of operation, parking, security, if consumption will be allowed etc. This can be done concurrently while Planning Board is working on an overlay zone. Further discussion is needed.

Revaluation of Borough Owned Property for Insurance

Borough Administrator, Dimitri Musing stated that the Borough needs to complete a revaluation of 26 Borough owned properties that are insured for over \$100,000. This will ensure that all Borough properties are insured correctly. The cost to complete this is \$5,000. After a unanimous straw vote, Mr. Musing was directed to move forward with the revaluation

Musial Group

Mr. Musing has spoken with the Musial Group regarding the Municipal Building. Because of Covid pricing and rising costs, the Musial Group is asking for an additional \$20,000.00. If Council is agreeable to amending the contract, we would first need to have the bond ordinance amended. Councilmember Misiura stated that this was a reasonable increase being that we had the project on hold for so long while we were negotiating with Robbinsville. Council was agreeable to the increase. There will be a resolution amending the contract once Mr. Lang amends the bond ordinance.

SUBCOMMITTEE REPORTS

East Ward Street Bridge Committee

Councilmember Montferrat stated that the subcommittee will consist of himself, Councilmember Jackson, Nancy Laudenberger and Wendy McDade.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Cicalese

Complete Streets Committee - Will meet tomorrow night.

Councilmember Montferrat

He is working with Dimitri and Peggy on the Special Event Ordinance.

Councilmember Misiura

First Aid - Their ambulance is up and running now. They had a meeting with the Peddie School to be placed on call for special events. They also inquired about their budget.

Councilmember Fowler

Environmental Commission - Had their meeting tonight. Aril 23rd is the stream clean up and tree planting. Applications for the internship are being received.

Memorial Day Parade - Working the Borough Clerk on this year's parade.

Council President Bluth

Cultural Arts Commission - They are planning several events for the spring.

Harvest Fair and 300th Anniversary Celebration - This year's Harvest Fair & 300th Anniversary Celebration will be held on Saturday, October 1st. Planning is underway.

Borough Clerk, Peggy Riggio

The Clerk's office is processing food licenses and pet licenses.

Borough Administrator, Dimitri Musing

Complete Streets is working with Greater Mercer TMA and is looking for a resolution of support.

EXECUTIVE SESSION**Resolution 2022-62 Authorizing a Meeting that Excludes the Public**

Moved by Councilmember Montferrat; Seconded by Councilmember Jackson.

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

Resolution adopted 6-0.

Resolution 2022-62

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

AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on February 22, 2022, via www.zoom.com, that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

Attorney Client Privilege

Personnel – AWWTP Investigation

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public May 22, 2022, or when the need for confidentiality no longer exists.

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

Councilmember Jackson moved to adjourn to executive session at 7:34 p.m.; Councilmember Fowler seconded. All ayes.

Council returned to public session at 8:58 p.m.

ADJOURNMENT

Councilmember Jackson moved to adjourn at 8:59 p.m.; Councilmember Cicalese seconded. All ayes.

Respectfully Submitted,

Margaret M. Riggio
Borough Clerk

Approved by Hightstown Borough Council: _____

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: June 20, 2022

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: June 20, 2022

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 Act⁴⁵, 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 amount⁴⁶ 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 2022-128

*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 \$171,899.84 from the following accounts:

Current		\$86,040.33
W/S Operating		66,129.07
General Capital		14,829.75
Water/Sewer Capital		2,539.75
Grant		632.44
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>1,728.50</u>
Total		<u><u>\$171,899.84</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 July 5, 2022.

Margaret Riggio
Borough Clerk

MANUAL TOTAL	\$ 3,005.00
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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	Stat/Chk	First	Rcvd	Chk/Void	1099
				Item Description	Amount	Charge Account		Enc Date	Date	Date	Invoice
						Acct Type Description					Excl
ACTI0010 ACTION UNIFORM CO, LLC											
		22-00409	04/07/22	HPD CUSTOM VELCRO PATCHES							
		1		HPD CUSTOM VELCRO PATCHES	496.00	2-01-25-240-001-043	B Uniform Allowance/Leather Gds.	R	04/07/22	06/29/22	43665
				Vendor Total:	496.00						

A1014 APPROVED FIRE PROTECTION, INC.											
		22-00724	06/23/22	REPAIRS TO EXPLOSION METERS							
		1		GAS METER CALIBRATION	74.13	2-09-55-501-002-557	B Plant Safety/Plant Security	R	06/23/22	06/29/22	IN00068554
		2		BWXTBC1	148.00	2-09-55-501-002-557	B Plant Safety/Plant Security	R	06/23/22	06/29/22	IN00068554
		3		BWXTRFH5EA THIN FILLER	3.20	2-09-55-501-002-557	B Plant Safety/Plant Security	R	06/23/22	06/29/22	IN00068554
		4		BWSRX2V 02 SENSOR	422.00	2-09-55-501-002-557	B Plant Safety/Plant Security	R	06/23/22	06/29/22	IN00068554
		5		LABOR INSPECTION 0.45	65.25	2-09-55-501-002-557	B Plant Safety/Plant Security	R	06/23/22	06/29/22	IN00068554
		6		BWXT-PC1 MAX XT REG PUMP	78.00	2-09-55-501-002-557	B Plant Safety/Plant Security	R	06/23/22	06/29/22	IN00068554
		7		BWXT-RUMPK-K1 MAX XT PUMP	246.00	2-09-55-501-002-557	B Plant Safety/Plant Security	R	06/23/22	06/29/22	IN00068554
					1,036.58						
				Vendor Total:	1,036.58						

A0054 AQUA PRO-TECH LABORATORIES											
		22-00727	06/23/22	APL-OUTSIDE LAB TESTING							
		1		APL-OUTSIDE LAB TESTING	1,856.06	2-09-55-501-002-532	B Outside Lab Testing	R	06/23/22	06/29/22	2050123M
				Vendor Total:	1,856.06						

C0735 CHART POOL USA INC.											
		22-00695	06/17/22	CHARTS							
		1		ITEM PW 002-138-02 24 HR	257.16	2-09-55-501-002-531	B Office Supplies - AWWTP	R	06/17/22	06/29/22	1266286-01
		2		ITEM #500P 1225-1	190.64	2-09-55-501-002-531	B Office Supplies - AWWTP	R	06/17/22	06/29/22	1266286-01
		3		FREIGHT	28.13	2-09-55-501-002-531	B Office Supplies - AWWTP	R	06/27/22	06/29/22	1266286-01
					475.93						
				Vendor Total:	475.93						

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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
EZ001 E Z PASS N.J.												
22-00747	06/29/22	REPLENISH EZ PASS ACCOUNT										
1	REPLENISH EZ PASS ACCOUNT	100.00	2-01-25-240-001-199	B Miscellaneous	R	06/29/22	06/29/22			HPD REPLENISH	N	
Vendor Total:		100.00										
E0576 EAST WINDSOR REGIONAL SCHOOL												
22-00706	06/17/22	MAY 2022 FUEL USE										
1	MAY 2022 FUEL USE - FIRE	627.63	2-01-31-460-001-166	B Motor Fuel - Fire Dept.	R	06/17/22	06/29/22			MAY 2022	N	
2	MAY 2022 FUEL USE - POLICE	2,801.79	2-01-31-460-001-145	B Motor Fuel - Police	R	06/17/22	06/29/22			MAY 2022	N	
3	MAY 2022 FUEL USE - 1ST AID	561.51	2-01-31-460-001-148	B Motor Fuel - Emergency Medical	R	06/17/22	06/29/22			MAY 2022	N	
4	MAY 2022 FUEL USE - GARBAGE	2,354.29	2-01-31-460-001-147	B Motor Fuel - Public Works	R	06/17/22	06/29/22			MAY 2022	N	
5	MAY 2022 FUEL USE - PARKS	117.86	2-01-31-460-001-147	B Motor Fuel - Public Works	R	06/17/22	06/29/22			MAY 2022	N	
6	MAY 2022 FUEL USE - WATER	178.56	2-09-55-501-001-512	B Motor Fuel	R	06/17/22	06/29/22			MAY 2022	N	
7	MAY 2022 FUEL USE - CONSTRUC	50.54	2-01-31-460-001-151	B MOTOR FUEL-CONSTRUCTION DEPARTMENT	R	06/17/22	06/29/22			MAY 2022	N	
8	MAY 2022 FUEL FACILITY FEE	120.00	2-01-31-460-001-144	B Upgrades to Fueling Facility	R	06/17/22	06/29/22			MAY 2022	N	
9	MAY 2022 FUEL USE-STREETS	1,408.70	2-01-31-460-001-147	B Motor Fuel - Public Works	R	06/17/22	06/29/22			MAY 2022	N	
10	MAY 2022 FUEL USE-SEWER	109.26	2-09-55-501-002-512	B Motor Fuel	R	06/17/22	06/29/22			MAY 2022	N	
		8,330.14										
Vendor Total:		8,330.14										
FERGU005 FERGUSON ENTERPRISES, LLC												
22-00702	06/17/22	4" ENCAPSULATED BELL CLAMP										
1	INV 0587068-BELL CLAMP	993.38	2-09-55-501-001-535	B Hydrants and Line Repair	R	06/17/22	06/29/22			0687068	N	
Vendor Total:		993.38										
FIREA005 FIRE APPARATUS REPAIR, INC.												
22-00703	06/17/22	FULL CHASSIS SVC W/INSPECTION										
1	FULL CHASSIS SVC W/INSPECTION	850.00	2-01-25-252-002-121	B Preventive Maintenance	R	06/17/22	06/29/22			16733	N	
2	FULL PUMP INSPECTION AND SVC	365.00	2-01-25-252-002-121	B Preventive Maintenance	R	06/17/22	06/29/22			16733	N	
3	BOOM PM, ELEVATED WATER WAY PM	800.00	2-01-25-252-002-121	B Preventive Maintenance	R	06/17/22	06/29/22			16733	N	
4	GENERATOR PM	235.00	2-01-25-252-002-121	B Preventive Maintenance	R	06/17/22	06/29/22			16733	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	
FIREA005 FIRE APPARATUS REPAIR, INC. Continued												
22-00703	06/17/22	FULL CHASSIS SVC W/INSPECTION	Continued									
5	LABOR	237.50	2-01-25-252-002-121	B	Preventive Maintenance	R	06/17/22	06/29/22		16733		N
		2,487.50										
	Vendor Total:	2,487.50										
M0714 GENSERVE, INC.												
22-00399	04/06/22	GENERATOR SERVICE										
1 INV	0282003	GENERATOR SERVICE	195.00	2-01-26-310-001-040	B Generator-Municipal Bldg	R	04/06/22	06/29/22		0282003		N
2 INV	0282004	GENERATOR SERVICE	195.00	2-09-55-501-001-511	B Generator/Engine Maintenance (B)	R	04/06/22	06/29/22		0282004		N
3 INV	0282005	GENERATOR SERVICE	195.00	2-01-26-310-001-040	B Generator-Municipal Bldg	R	04/06/22	06/29/22		0282005		N
		585.00										
	Vendor Total:	585.00										
G1077 GEORGE S. COYNE CO., INC.												
22-00204	02/25/22	RES 2020-236 LIMEHI-CALC AWWTP		B								
5 INV	384649	6/10/22 LIME HICALC	1,127.50	2-09-55-501-002-553	B Calcium Hydroxide (Lime)	R	05/24/22	06/29/22		384649		N
22-00646	06/08/22	SODIUM BISULFITE INV 382966										
1	SODIUM BISULFITE INV 382966	425.00	2-09-55-501-002-555	B	Sodium Bisulfite-UNIVAR	R	06/08/22	06/29/22		382966		N
	Vendor Total:	1,552.50										
G0185 GRAINGER, INC.												
22-00605	05/26/22	MANHOLE COVER LIFTER										
1	MANHOLE COVER LIFTER	1,622.96	2-09-55-501-002-529	B	Sewer Main Repair/Supplies	R	05/26/22	06/29/22		9329753702		N
22-00656	06/09/22	3BA32 EXIT LIGHT										
1	3BA32 EXIT LIGHT	69.83	2-09-55-501-002-503	B	Sewer Plant Maintenance	R	06/09/22	06/29/22		9341637602		N
	Vendor Total:	1,692.79										
G0050 GROVE SUPPLY INC												
22-00707	06/17/22	MAY 2022 INVOICES										
1 INV	S5618205.001	HOSE ADAPTER	3.75	2-09-55-501-001-535	B Hydrants and Line Repair	R	06/17/22	06/29/22		S5618205.001		N
2 INV	S5623228.001	STREET ELBOW	6.88	2-01-26-290-001-127	B Street Repair & Maintenance	R	06/17/22	06/29/22		S5623228.001		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	Exc	
G0050	GROVE SUPPLY INC		Continued									
22-00707	06/17/22	MAY 2022 INVOICES	Continued									
3 INV	S5624857.002	BUSHING/GAUGE	26.48	2-01-26-290-001-127	B Street Repair & Maintenance	R	06/17/22	06/29/22		S5624857.002		N
			37.11									
	Vendor Total:		37.11									
H0126	HIGHTS ELECTRIC MOTOR, INC.											
22-00696	06/17/22	ARMSTRONG ELECTRIC MOTOR										
1	ARMSTRONG ELECTRIC MOTOR	583.71	2-09-55-501-002-503		B Sewer Plant Maintenance	R	06/17/22	06/29/22		0956980-IN		N
2	ARMSTRONG BEARING ASSEMBLY	309.25	2-09-55-501-002-503		B Sewer Plant Maintenance	R	06/17/22	06/29/22		0956980-IN		N
3	PHCC PUMP CONTROLLER TRICKLE	69.58	2-09-55-501-002-503		B Sewer Plant Maintenance	R	06/17/22	06/29/22		0956980-IN		N
		962.54										
	Vendor Total:		962.54									
HIGHW005	HIGHWAY EQUIPMENT CO OF NJ INC											
22-00475	04/25/22	ESTIMATE #001261										
1	KUBOTA 520S2 LOADER 500HR	932.32	2-09-55-501-002-502		B Vehicle Maintenance	R	04/25/22	06/29/22		Z07459		N
	Vendor Total:		932.32									
J0258	JCP&L (STREET LIGHTING)											
22-00714	06/21/22	ACCT 765 & 724 DATED 6/17/22										
1	100 011 415 724 STREET LIGHTS	395.30	2-01-31-435-001-075		B Street Lighting	R	06/21/22	06/29/22		95796468959		N
2	100 011 415 765 STREET LIGHTS	1,794.57	2-01-31-435-001-075		B Street Lighting	R	06/21/22	06/29/22		95796468960		N
		2,189.87										
	Vendor Total:		2,189.87									
J0069	JERSEY ELEVATOR LLC											
22-00668	06/14/22	JUNE 2022 ELEVATOR SERVICE										
1	JUNE 2022 ELEVATOR SERVICE	190.39	2-01-26-310-001-029		B Maintenance Contracts	R	06/14/22	06/29/22		273008		N
	Vendor Total:		190.39									

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099
		Item		Description	Amount	Charge Account		Enc Date	Date	Date	Exc
						Acct Type Description				Invoice	
JSHIN005	JSH INTERNATIONAL, LLC										
22-00649	06/08/22	30 DAY SUPPLY BAE									
1	30 DAY SUPPLY BAE				675.00	2-09-55-501-002-524	B BAE Digester	R	06/08/22	06/29/22	1670
				Vendor Total:	675.00						
KAPPE005	KAPPE ASSOCIATES, INC										
22-00642	06/08/22	UV SYSTEM MODULE BOARD PART									
1	UV SYSTEM MODULE BOARD PART				809.00	2-09-55-501-002-503	B Sewer Plant Maintenance	R	06/08/22	06/29/22	22-4112-J6
2	FREIGHT				19.00	2-09-55-501-002-503	B Sewer Plant Maintenance	R	06/28/22	06/29/22	22-4112-J6
					828.00						
				Vendor Total:	828.00						
M1076	MCMANIMON, SCOTLAND & BAUMANN										
22-00683	06/14/22	#191049; SERVICES THRU 4/30/22									
1	#191049; SERVICES THRU 4/30/22				187.50	3PRCLLC	P Site Plan Application #2020-01	R	06/14/22	06/29/22	191049
				Vendor Total:	187.50						
M0180	MCMMASTER-CARR										
22-00721	06/23/22	LIGHT BULB GUARDS									
1	INV 79872847	LIGHT BULB GUARDS			87.32	2-01-26-310-001-024	B Building Maintenance	R	06/23/22	06/29/22	79872847
2	INV 79872848	LIGHT BULB GUARDS			224.12	2-01-26-310-001-024	B Building Maintenance	R	06/23/22	06/29/22	79872848
3	INV 79890486	LIGHT BULB GUARDS			9.88	2-01-26-310-001-024	B Building Maintenance	R	06/23/22	06/29/22	79890486
					321.32						
				Vendor Total:	321.32						
M0256	MERCER CO IMPROVEMENT AUTH										
22-00672	06/14/22	MAY 2022 TIPPING									
1	MAY 2022 TIPPING				17,304.11	2-01-32-465-001-165	B Landfill Solid Waste Disposal-MCIA	R	06/14/22	06/29/22	MAY 2022
2	MAY 2022 RECYCLING TAX				451.41	2-01-43-496-001-174	B Recycling Tax	R	06/14/22	06/29/22	MAY 2022
					17,755.52						
				Vendor Total:	17,755.52						

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Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge	PO Type Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P0005	PARIS AUTOMOTIVE SUPPLY													
	22-00664	06/14/22	MAY 2022	INVOICES										
	1	MAY 2022	INVOICES		356.79		2-01-26-290-001-034	B Motor Vehicle Parts & Access.	R	06/14/22	06/29/22		MAY 2022	N
	2	INV	224754-AUTO PARTS		32.36		2-09-55-501-002-502	B Vehicle Maintenance	R	06/14/22	06/29/22		224754	N
					389.15									
	Vendor Total:				389.15									
P0088	PARKER MCCAY, P.A.													
	22-00710	06/17/22	#3148314;Srvcs thru 06/15/22											
	1	#3148314;	Srvcs thru 06/15/22		393.50		2021-02	P Amended Site Plan	R	06/17/22	06/29/22		3148314	N
	22-00711	06/17/22	#3148313; Srvcs thru 6/15/22											
	1	#3148313;	Srvcs thru 6/15/22		385.70		2-01-21-180-001-107	B Planning Board - Attorney	R	06/17/22	06/29/22		3148313	N
	Vendor Total:				779.20									
P0068	PARTY PERFECT RENTALS, LLC													
	22-00728	06/23/22	NATIONAL NIGHT OUT 2022				B							
	2	NATIONAL NIGHT OUT 2022			1,200.00		2-01-25-240-001-119	B Community Policing	R	06/23/22	06/29/22		ORDER 43753	N
	Vendor Total:				1,200.00									
PEOPL005	PEOPLES PLUMBING LLC													
	22-00523	05/09/22	BACKFLOW PREVENTER TEST											
	1	BACKFLOW PREVENTER TEST			450.00		2-09-55-501-002-528	B Outside Consulting Services (B	R	05/09/22	06/29/22		I9826	N
	Vendor Total:				450.00									
P0073	PRIME SOLUTION INC.													
	22-00400	04/07/22	CABLE/RADIAL SEAL/TUBE ELBOW											
	1	SENSOR CABLE 09-P0405-IFM			28.80		2-09-55-501-002-503	B Sewer Plant Maintenance	R	04/07/22	06/29/22		SH7500	N
	2	36" PNEUMANIC RADIAL SEAL			1,434.00		2-09-55-501-002-503	B Sewer Plant Maintenance	R	04/07/22	06/29/22		SH7500	N
	3	PRESTO LOCK 1/8 TUBE ELBOW			22.96		2-09-55-501-002-503	B Sewer Plant Maintenance	R	04/07/22	06/29/22		SH7500	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	
P0073	PRIME SOLUTION INC.	Continued										
22-00400	04/07/22	CABLE/RADIAL SEAL/TUBE ELBOW	Continued									
4	SHIPPING	221.15	2-09-55-501-002-503	B	Sewer Plant Maintenance	R	06/22/22	06/29/22		SH7500	N	
		1,706.91										
Vendor Total:		1,706.91										
P1155	PRIOR NAMI BUSINESS SYSTEMS											
22-00738	06/28/22	QUARTERLY COPY FEES										
1	QUARTERLY COPY FEES	288.62	2-01-25-240-001-029	B	Maint. Contracts - Other	R	06/28/22	06/30/22		0000710943	N	
Vendor Total:		288.62										
P0044	PSE&G											
22-00730	06/23/22	ENERGY BILLS 6/17/22										
1	75 980 463 01 240	MERCER ST	8.62	2-01-31-446-001-070	B Gas Heat - Borough Hall	R	06/23/22	06/29/22		602207508896	N	
2	74 199 082 06 232	MERCER ST	19.33	2-01-31-446-001-070	B Gas Heat - Borough Hall	R	06/23/22	06/29/22		605605467021	N	
3	65 503 262 06	FIRST AID	41.58	2-01-25-260-001-073	B Natural Gas Heat	R	06/23/22	06/29/22		605106311987	N	
4	66 759 467 06 140	N MAIN	26.54	2-01-31-446-001-143	B Gas/Heat - Fire House	R	06/23/22	06/29/22		600307909221	N	
5	66 878 908 08 156	BANK STREET	32.25	2-01-31-446-001-070	B Gas Heat - Borough Hall	R	06/23/22	06/29/22		601907597437	N	
6	65 039 876 09	1ST AVE W TOWER	18.81	2-09-55-501-001-505	B Gas Service	R	06/23/22	06/29/22		604202739916	N	
7	75 235 176 09	415 MERCER ST	18.80	2-01-31-446-001-070	B Gas Heat - Borough Hall	R	06/23/22	06/29/22		604401091186	N	
8	65 503 262 06	FIRST AID	61.24	2-01-25-260-001-073	B Natural Gas Heat	R	06/24/22	06/29/22		603407161901	N	
		227.17										
22-00734	06/27/22	MASTER 13 014 184 04 6/22/22										
1	7341583509	140 N MAIN ST	166.05	2-01-31-446-001-143	B Gas/Heat - Fire House	R	06/27/22	06/29/22		503100103413	N	
2	7341583606	148 N MAIN	71.90	2-01-31-446-001-070	B Gas Heat - Borough Hall	R	06/27/22	06/29/22		503100103413	N	
3	7341583703	BANK ST	84.07	2-09-55-501-001-505	B Gas Service	R	06/27/22	06/29/22		503100103413	N	
4	7341583800	OAK LANE	2,962.62	2-09-55-501-002-505	B Gas Service	R	06/27/22	06/29/22		503100103413	N	
		3,284.64										
Vendor Total:		3,511.81										
R0077	ROBERTS ENGINEERING GRP LLC											
22-00718	06/23/22	SERVICES THROUGH 6/11/22										
1	COUNCIL MEETINGS 6070	880.00	2-01-20-165-001-104	B	Attendance at Meetings (B)	R	06/23/22	06/29/22		6070	N	
2	MISC REQUESTS 6071	120.00	2-01-20-165-001-028	B	General Engineering	R	06/23/22	06/29/22		6071	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
S1096 STAPLES BUSINESS ADVANTAGE												
22-00647	06/08/22	HPD OFFICE SUPPLIES										
1		HPD OFFICE SUPPLIES	144.99	2-01-25-240-001-036		B Office Supplies & Equipment	R	06/08/22	06/29/22		3510034663	N
Vendor Total:			144.99									
STATE005 STATEWIDE INSURANCE FUND												
22-00690	06/15/22	INSTALLMENT 4/4 WC & LIABILITY										
1		CURRENT FUND GENERAL LIABILITY	11,868.03	2-01-23-210-003-112		B General Liability-JIF	R	06/15/22	06/29/22		2022b33	N
2		CURRENT FUND WORKER'S COMP 4/4	22,829.95	2-01-23-210-003-113		B Workers Compensation (JIF)	R	06/15/22	06/29/22		2022b33	N
3		WORKER'S COMP 4/4 WTP	7,794.15	2-09-55-501-001-515		B County Insurance - JIF	R	06/15/22	06/29/22		2022b33	N
4		WORKER'S COMP 4/4 AWTP	31,176.62	2-09-55-501-001-515		B County Insurance - JIF	R	06/15/22	06/29/22		2022b33	N
			73,668.75									
Vendor Total:			73,668.75									
S0375 STEVENSON SUPPLY CO.												
22-00590	05/24/22	FERNCOS - CLAY TO CI										
1		INV 646845-FERNCOS-CLAY TO CI	316.78	2-09-55-501-002-529		B Sewer Main Repair/Supplies	R	05/24/22	06/29/22		646845	N
Vendor Total:			316.78									
T0972 TIMBERWOLF TREE SERVICE												
22-00435	04/12/22	BLACK MULCH										
1		INV 003267 - BLACK MULCH	600.00	2-01-28-369-001-140		B Landscape Maintenance	R	04/12/22	06/29/22		003267	N
Vendor Total:			600.00									
T0110 TURF EQUIPMENT & SUPPLY CO LLC												
22-00670	06/14/22	LAWN MOWER BLADE										
1		INV 70014675-00 - 25.18 BLADE	101.25	2-01-28-369-001-139		B Mower Repairs	R	06/14/22	06/29/22		70014675-00	N
Vendor Total:			101.25									

Total Purchase Orders: 56 Total P.O. Line Items: 123 Total List Amount: 168,894.84 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	2-01	85,285.33	0.00	85,285.33	0.00	0.00	0.00	85,285.33
	2-09	66,129.07	0.00	66,129.07	0.00	0.00	0.00	66,129.07
	2-21	0.00	0.00	0.00	0.00	0.00	1,728.50	1,728.50
Year Total:		151,414.40	0.00	151,414.40	0.00	0.00	1,728.50	153,142.90
GENERAL CAPITAL	C-04	12,979.75	0.00	12,979.75	0.00	0.00	0.00	12,979.75
WATER/SEWER CAPITAL	C-08	2,539.75	0.00	2,539.75	0.00	0.00	0.00	2,539.75
Year Total:		15,519.50	0.00	15,519.50	0.00	0.00	0.00	15,519.50
	G-02	232.44	0.00	232.44	0.00	0.00	0.00	232.44
Total of All Funds:		167,166.34	0.00	167,166.34	0.00	0.00	1,728.50	168,894.84

Project Description	Project No.	Rcvd Total	Held Total	Project Total
Amended Site Plan	2021-02	393.50	0.00	393.50
wilson Ave minor subdivision	2022-03	1,147.50	0.00	1,147.50
Site Plan Application #2020-01	3PRCLLC	187.50	0.00	187.50
Total of All Projects:		<u>1,728.50</u>	<u>0.00</u>	<u>1,728.50</u>

Resolution 2022-129

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AMENDING THE PERSONNEL POLICY MANUAL OF THE BOROUGH OF HIGHTSTOWN

WHEREAS, The Borough Administrator has recommended that the Borough amend the Personnel Policy Manual to reflect updated policy changes for Borough Employees; and

WHEREAS, the Borough Council has determined that the Borough should amend the Personnel Policy Manual.

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the following sections of the *Personnel Policy Manual of the Borough of Hightstown* are hereby amended as follows (additions underlined, deletions in ~~strikeout text~~):

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.~~

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:

1. a period of 24 months following the completion of the course if the total costs are under \$5,000.
2. a period of 36 months following the completion of the course if the total costs exceed \$5,000.

Suppose the employee no longer remains a full-time employee with the Borough and the requisite time for the obligation to be relieved has not passed. In that case, the employee is responsible for repaying the Borough in full for the costs within two weeks of leaving Borough employment.

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.

5-1. 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~~ authorized 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.~~

BE IT FURTHER RESOLVED that a copy of this resolution, containing the changes, will be distributed by the Borough Clerk to all employees.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 5, 2022.

Margaret Riggio
Borough Clerk

Resolution 2022-130

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

**RATIFYING MEMORANDUM OF AGREEMENT WITH THE HIGHTSTOWN
SUPERIOR OFFICERS FOP LODGE 140 – FRATERNAL ORDER OF POLICE/NEW
JERSEY LABOR COUNCIL, FOR THE YEARS 2022, 2023, 2024 & 2025, AND
AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING
AGREEMENT RELATING THERETO.**

WHEREAS, the Borough of Hightstown and the Hightstown Superior Officers FOP 140-Fraternal Order of Police/New Jersey Labor Council (the “FOP”) have negotiated a Memorandum of Agreement for the years 2022, 2023, 2024 and 2025; and

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

WHEREAS, the Memorandum of Agreement has been reviewed by all parties and ratified by the FOP; and

WHEREAS, the Memorandum of Agreement has been reviewed by the Borough’s legal counsel, and it is the desire of the Mayor and Council that it be approved, ratified and executed by the appropriate representatives of the Borough; and

WHEREAS, it is also the desire of the Mayor and Council to authorize the appropriate Borough Officials to execute a new Collective Bargaining Agreement (“CBA”) with the FOP for the years 2022, 2023, 2024 and 2025, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.

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

1. That the attached Memorandum of Agreement with the FOP for the years 2022, 2023, 2024 and 2025, which agreement is on file in the Borough Clerk’s office, is hereby approved and ratified.
2. That the Borough Administrator is hereby authorized to execute, and the Borough Clerk to attest, the attached Memorandum of Agreement with the FOP for the years 2022, 2023, 2024 and 2025.
3. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, a new CBA with the FOP for the years 2022, 2023, 2024 and 2025, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Hightstown Superior Officers FOP 140-Fraternal Order of Police/New Jersey Labor Council;
 - b. Dimitri Musing, Borough Administrator; and
 - c. Robert Merryman, Esq., Labor Counsel.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 5, 2022.

Margaret Riggio
Borough Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
THE BOROUGH OF HIGHTSTOWN AND FOP LODGE 140, SUPERIOR OFFICERS**

Representatives of FOP Lodge 140, Superior Officers and the Borough of Hightstown agree to recommend the following modifications to the collective negotiations agreements with a term from January 1, 2019 through December 31, 2021:

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

Article VII Grievance Procedure

A. Step 4

Add the following language at the end of the Section before the last two sentences:

(new language) The arbitrator shall be limited to the issues submitted to said arbitrator and he/she shall consider nothing else. The arbitrator is without authority to add to or subtract any language or provisions from the Agreement between the parties. The Decision of the Arbitrator shall be binding subject to applicable law. The cost of the Arbitrator's services shall be shared equally by both parties and each party shall bear its own costs.

C. *New*

The only grievances which may be arbitrated are those based on an allegation that there has been a violation of the terms of this Agreement.

B. Revised to add the following sentence at the beginning of section B:

A grievance to be considered under this procedure must be initiated by the employee or by the FOP within twenty (20) calendar days of the date of its occurrence, or the time the employee or the FOP should reasonably have known of its occurrence.

Article X: Compensation and Overtime

K. Add the following: *Accrual of compensatory time will be capped at 100 hours total. Officers with more than 100 hours as of the date of execution of this agreement will be able to keep the additional hours but will not be able to accrue any additional hours. Compensatory time may be used with advanced notice and*

authorization from the Chief of Police but will not be permitted when it will create overtime.

Section L. (NEW)

- L. Officers will be eligible for the following off duty pay rates:
- (1) *Eighty-five (\$85) dollars per hour, with a minimum of four (4) hours pay, for all non-Borough /Board of Education activities/events.*
 - (2) *Eighty-five (\$85) per hour for all Borough and Board of Education related activities including, but not limited to, Borough infrastructure, repairs and or maintenance performed by a Borough retained contractors.*
 - (3) All off duty work will be scheduled and paid in accordance with the Borough Ordinance, 2-19:19.

Article XI. Salary and Wages

Salaries will be increased by three (3) percent on January 1 for each year of the contract beginning on January 1, 2022.

B Add language clarifying that the stipend is for temporary on-call status.

Add additional language;

In the event one or more of the Superior officers eligible for the stipend is on a leave of absence for more than thirty (30) days or in the event one of the positions is vacant for more than thirty (30) days, the remaining Superior officer(s) will receive an additional prorated share of the stipend that would otherwise be payable to the absent superior officer or the vacant position.

D. Will be Deleted in its entirety

Article XV Sick Leave

- A. Eliminate sell back provision for those hired after May 20, 2010.
- C Eliminate cash out provision for those hired after May 20, 2010
- D Eliminate payout provision for those hired after May 20, 2010

The Borough agrees to the following perfect attendance incentive language:

- F. *Any superior officer who does not utilize any sick days in a calendar year will receive an additional 24 hours of pay. The use of leave time for a work related disability or work related injury shall not impact on the perfect attendance. The incurring of a sustained suspension will disqualify an officer from this incentive. The payment will be made at the rate of pay in place as of December 31 of the year in which perfect attendance was achieved. To be eligible for the perfect attendance incentive the officer must actually work for at least nine (9) months of the calendar year.*

Article XVII Bereavement Leave

Combine A and B as follows:

Employees shall be entitled to up to five (5) days funeral leave with pay from the date of death to the date of funeral *or memorial service* in the event of an immediate family member, defined as spouse, civil union partner, domestic partner, parent, mother-in-law, father-in-law, child, brother or sister, step-child, step-parent, or other relative who resides in the employee's household; or one (1) day with pay on the day of the burial *or memorial service* in the event of the death of an aunt, uncle, nephew, nieces grandparents or other in-laws of the employee. Bargaining unit members may extend their immediate family bereavement leave beyond the five (5) days through the voluntary use of vacation and/or personal leave and/or compensatory time. Said request must be in writing setting forth the number days requested and how much of each type of leave is being taken to accomplish same. The written request must be submitted to the Chief or his/her designee in advance of the time requested and shall not be taken unless written approval of such request has been given by the Chief or his/her designee in advance of the requested leave period.

Change C to B.

Add as C *In the event a death occurs during an officer's vacation, the officer shall be permitted to utilize bereavement leave, rather than vacation leave, for attendance at the funeral and/or memorial service.*

Article XVIII Hospital and Medical Insurance

- C. Clarify that such examinations may take place once annually.

Article XXIV Conducting Union Business on Borough's Time (Revised)

Delete B as redundant with Article II C

Combine Article II and Article XXIV as follows:

Article II. Collective Bargaining and Conducting Union Business

- A. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of the parties. Unless otherwise delegated, the Mayor and Council of the Borough or their designee(s) and the President of the Association or his/her designee(s) or a representative of the Fraternal Order of Police/New Jersey Labor Council shall be the respective bargaining agent for the parties.
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.
- C. Employees of the Borough who may be designated by the Association to participate in collective negotiations meetings called for the purpose of negotiation of the collective negotiations agreement will be excused from their work assignments, provided, however, that no more than two (2) employees shall be excused for the negotiations session.
- D. The State Trustee or alternate shall attend all State FOP meetings, while on duty, without loss of pay. The FOP shall provide the names of the trustee and alternate to the Borough and the Department annually in writing by January 15, and any change shall be provided in writing within ten (10) calendar days of such change. The Trustee or alternate will advise the Chief or designee in writing at least five (5) calendar days in advance of such meeting unless an emergency meeting is requested by the State President and the Chief is notified in writing immediately upon notification. The Borough will allow up to two (2) members of the bargaining unit to attend any and all State conventions of the New Jersey Fraternal Order of Police. while on duty and without loss of pay. The length of the convention shall be up to five (5) calendar days and the five (5) calendar days shall include all necessary travel time. Eligible employees may request one additional travel day in connection with a convention with such time, if granted, being either without pay or requiring the use of vacation, personal or compensatory time. Approval for such additional day for travel will not be unreasonably withheld. The FOP will make any request for convention leave at least thirty (30) calendar days in advance in writing. Members on duty may attend lodge meetings, if the meetings are held in the Borough and they remain subject to the duty responsibilities. Members who are attending while on duty shall be subject to responding to any and all calls for service or other related matters.
- E. The Borough shall permit members of the Associations Grievance Committee (not to exceed three (3) to conduct the business of the Committee, which consists of conferring with employees and representatives of the Borough on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Department of Police or require the recall of off-duty policemen to bring the Department of Police up to it proper effectiveness.

Eliminate Article XXIV and renumber subsequent articles.

Article XXV Police Officers Bill of Rights

B.3. (d). Eliminate this section.

Combine (g) and (k). to read as follows: A superior employee will be entitled to a representative of their choosing, who is readily available, present during the interview, provided the representative does not interfere with the interview.

E. 1. Delete.

Article XXVIII DURATION OF AGREEMENT AND RENEGOTIATIONS

Revise as follows:

The Borough and the FOP agree on the duration of the Agreement shall be a period for a period commencing January 1, 2022 and ending December 31, 2025. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the expiration date until the parties have mutually agreed to a successor agreement. Upon expiration of the term of this agreement all salaries will remain frozen at 2025 rates, pending completion of collective negotiations for a new agreement. The parties agree that they will enter into negotiations for a new agreement during the last year of the term of this agreement and within sixty (60) days of the request of either party to commence negotiations

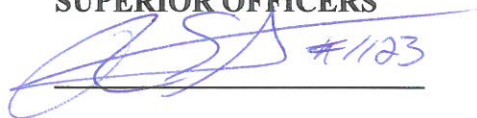
Article XXVIX ENTIRE AGREEMENT (New Article)

This Agreement represents and incorporates the complete and final understanding and settlement by the parties as to all terms and conditions of employment. This Agreement, in its entirety, contains all of the benefits employees are entitled to, regardless of any established past practices in existence prior to this Contract. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

The complete agreement is subject to ratification by the FOP LODGE 140, SUPERIOR OFFICERS UNIT and formal approval by the Borough's governing body.

FOR FOP LODGE 140

SUPERIOR OFFICERS

 #1123

FOR BOROUGH OF HIGHTSTOWN


Dimitri Musing, Borough Administrator

CONTRACT AGREEMENT BETWEEN

BOROUGH OF HIGHTSTOWN

And

HIGHTSTOWN POLICE SUPERIOR OFFICERS

FRATERNAL ORDER OF POLICE LOCAL 140

JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

PREAMBLE

THIS AGREEMENT, made this _____ day of _____, 2022, by and between the BOROUGH OF HIGHTSTOWN, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as the "Borough", and the Hightstown Police Superior Officers, Fraternal Order of Police Lodge 140 - Fraternal Order of Police/ New Jersey Labor Council Inc., hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general Agreement covering wages, hours of work and other conditions of employment of uniformed and non-uniformed Sergeants and Lieutenants (hereinafter referred to as "Superior Officers") of the Department of Public Safety of the Borough of Hightstown.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Borough, as hereafter defined, recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

- A. The Borough hereby recognizes the Association as the sole and exclusive representative of the following full-time uniformed and non-uniformed officers now employed or hereinafter employed by the Borough of Hightstown: Sergeants and Lieutenant(s) (hereinafter referred to as "Employees"). The recognition is for the purpose of collective bargaining, grievance resolution and related matters.
- B. This Agreement shall govern all wages, hours and other conditions of employment hereinafter set forth.
- C. This Agreement shall be binding upon the parties hereto and their successors, as permitted by law.

ARTICLE II
COLLECTIVE BARGAINING PROCEDURE

- A. Collective bargaining, with respect to rates of pay, hours of work or other conditions of employment, shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor and the Council of the Borough or their designee(s), and the President of the Association, or his/her designee(s) or a representative of the Fraternal Order of Police/New Jersey Labor Council (Labor Council) shall be the respective bargaining agents for the parties.
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.
- C. Employees of the Borough who may be designated by the Association to participate in collective bargaining meetings called for the purpose of negotiation of the collective bargaining agreement will be excused from their work assignments; provided, however, that no more than two (2) employees shall be excused for the bargaining session.
- D. The State Trustee or alternate shall attend all State FOP meetings, while on duty, without loss of pay. The FOP shall provide the names of the Trustee and alternate to the Borough and the Department annually in writing by January 15th and any change in such writing within ten (10) calendar days of such change. The Trustee or alternate will advise the Chief or designee in writing at least five (5) calendar days in advance of such meeting unless an emergency meeting is requested by the State President and the Chief is notified in writing immediately upon notification. The Borough will allow up to two (2) members of the bargaining unit to attend any and all State conventions while on duty and without loss of pay. The length of the convention shall be up to five (5) calendar days and the five (5) calendar days shall include all necessary travel time. Eligible employees may request one additional travel day in connection with a convention with such time, if granted, being either without pay or requiring the use of vacation, personal or compensatory time. Approval for such additional day for travel time will not be unreasonably withheld. The FOP will make any request for convention leave at least

thirty (30) calendar days in advance in writing. Members on duty may attend lodge meetings, if the meetings are held in the Borough and they remain subject to their duty responsibilities. Members who are attending while on duty shall be subject to responding to any and all calls for service or other related matters.

- E. The Borough shall permit members of the Association's Grievance Committee (not to exceed three [3]) to conduct the business of the Committee, which consists of conferring with employees and representatives of the Borough on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of the said business shall not diminish the effectiveness of the Department of Police or require the recall of off-duty policemen to bring the Department of Police to its proper effectiveness.

ARTICLE III

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Borough nor the Association shall discriminate against any employee on the basis of race, sex, creed, color or national origin.

ARTICLE IV

MANAGEMENT RIGHTS

- A. The employees recognize that areas or responsibility must be reserved to the Borough to serve the public effectively. Therefore, the right to manage the affairs of the Borough and to direct the work forces and operations of the Borough, subject to the sole limitations of this Agreement, is vested and retained by the Borough, exclusively.
- B. The management and conduct of the business of the Borough and the direction of its work force are the rights of the Borough. The Borough shall have the right, subject to the terms

herein contained, to hire employees, to classify, assign, transfer and promote them, to discipline or discharge them for cause and in general to maintain discipline, order and efficiency consistent with the rules and regulations of the Title 40 and Title 40A of the New Jersey Statutes. The Borough reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of the business, provided that the same are not inconsistent with the terms of this Agreement, and provided further that such rules and regulations are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE V

ADMINISTRATIVE CODE, ADMINISTRATIVE MANUAL AND RULES AND REGULATIONS

Notwithstanding anything contained herein to the contrary, the employees hereby recognized and agree that the administrative code, administrative manual of the Borough and the rules and regulations of the Department of Police of the Department of Public Safety of the Borough continue in full force and effect with respect to the employees as they presently exist, including any amendments thereto, and are operative as to the employees, unless specific provisions are set forth herein in contravention of the matters set forth therein in which the event of the provisions of this Agreement shall prevail.

ARTICLE VI

STRIKES AND OTHER JOB ACTIONS

The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or take any other concerted action designed to illegally obstruct or disable the proper functions of the Borough, and employees agree to be bound by all such laws, as they now exist or as they may be modified or amended from time to time. Members of the bargaining unit who violate the provisions of this Article are subject to discipline, up to and including termination, based upon just cause.

ARTICLE VII

GRIEVANCE PROCEDURE

- A. In the event that any dispute, difference or grievance shall arise between the Borough and any employee or between the Borough and the Association regarding the interpretation and application of this Agreement, or regarding conditions of employment (including, but not limited to, the disciplining or discharging of employees), the parties involved in such dispute, difference or grievance shall first make a bona fide attempt at a settlement thereof by discussing the issue with his/her immediate Supervisor. If the issue cannot be resolved at this level, the grievance can be forwarded through the following procedure:

Step 1. The President of the Association or his/her duly authorized and designated representative shall present the grievance, in writing, to the Chief of Police. The Chief shall answer the grievance within ten (10) calendar days.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance within ten (10) calendar days, in writing, to the Commissioner of Police. This presentation shall set forth the position of the Association, and at the request of either party, or the Commissioner, discussions may ensue. The Commissioner of Police shall answer the grievance, in writing, within ten (10) calendar days after receipt of the grievance setting forth the position of the Borough.

Step 3. If the grievance is not resolved at Step 2 or the Association has not received an answer to the grievance within the time set forth in Step 2, the grievance may be presented, in writing, to the Mayor. The final decision of the Mayor shall be presented, in writing, to the Association within fourteen (14) calendar days.

Step 4. If the grievance is not resolved at Step 3, or the Association has not received an answer to the grievance within the time set forth in Step 3, the Association may submit the grievance to arbitration to the Public Employment Relations Commission (PERC) within fifteen (15) calendar days.

The Borough or Association may submit to PERC for a panel of arbitrators. The parties will attempt to decide upon an arbitrator to hear the grievance. If the parties cannot mutually decide on an arbitrator within twenty (20) calendar days, one will be appointed

by PERC according to its rules. The arbitrator shall be limited to the issues submitted to said arbitrator and he/she shall consider nothing else. The arbitrator is without authority to add or subtract any language or provisions from the Agreement between the parties. The decision of the arbitrator shall be binding subject to applicable law. The cost of the arbitrator's services shall be shared equally by both parties and each party shall bear its own costs.

- B. A grievance to be considered under this procedure must be initiated by the employee or by the FOP within twenty (20) calendar days of the date of its occurrence, or at the time the employee or the FOP should reasonably have known of its occurrence. If the Association fails to file the grievance initially in a timely manner or fails to pursue the grievance to the next step in the grievance procedure, the grievance will be deemed abandoned/dismissed by the Association. If the Borough does not answer the grievance in a timely manner, it will be deemed denied and the Association may proceed to the next grievance step.
- C. The only grievances which may be arbitrated are those based on an allegation that there has been a violation of the terms of this Agreement.

ARTICLE VIII

Intentionally left blank for future use

ARTICLE IX

HOURS OF EMPLOYMENT AND SHIFT SCHEDULE

- A. Regular hours of employment shall not exceed eight (8) hours in a workday or twelve (12) hours if an officer is regularly assigned to a twelve (12) hour workday, in any twenty-four (24) hour period. For officers regularly assigned to twelve (12) hour shifts, a work cycle is defined as a fourteen (14) consecutive day work period, during which the officer will regularly work not more than eighty-four (84) hours, consisting of seven twelve (12) hour work days. Officers regularly working an eight (8) hour day shall have a work week consisting of five (5) consecutive eight (8) hour work days, Monday through Friday, in a seven (7) consecutive day week, for a forty (40) hour work week. All officers, regardless of shift schedules, shall have a regular work year of no more than two thousand eighty (2080) hours per calendar year, except for those officers working the Pitman schedule.
- B. Administrative Sergeants, and Administrative Lieutenants (if and when applicable as

determined by the Chief) work a regular forty (40) hour, seven (7) day work week, consisting of five (5) consecutive eight (8) hour days, Monday through Friday.

- C. In the event the Borough determines it is not satisfied, for any reason, with the Pitman schedule for patrol officers, as set forth above, the Borough will provide the FOP with a minimum of sixty (60) days written notice that the Borough desires to revert to the shift schedule of two (2) days on, two (2) days off, two (2) days on, three (3) days off using twelve (12) hour shifts as it existed for patrol officers prior to January 1, 2007. The Borough and the FOP will meet to negotiate concerning the Borough's desire to revert to the prior schedule. If the FOP and the Borough have not reached an agreement on a new work schedule by the end of the minimum sixty (60) day notice period, the Borough may revert to the two (2) days on, two (2) days off, two (2) days on, three (3) days off, twelve (12) hour work day schedule. The prior schedule will be implemented using the same terms and working conditions as existed for that schedule prior to January 1, 2007. Should the schedule change, the additional fifteen (15) minutes of work time in each fourteen (14) day cycle shall be eliminated.
- D. Consistent with Section C above, it is understood that, absent an agreement between the FOP and the Borough to some alternative schedule, the only work schedules that can exist under this Agreement for officers regularly working twelve (12) hour shifts will be either the Pitman schedule set forth above, or the work schedule in existence for patrol officers prior to January 1, 2007.
- E. Employees shall be given forty-eight (48) hours' notice of any change in the posted work schedule. If a change in the posted work schedule is within the forty-eight (48) hours' notice period, the employee will be entitled to three (3) hours overtime as compensation.
- F. The official of the Borough having charge of the Department of Police may, in the case of an emergency as defined by the applicable statutes of the State of New Jersey, summon and keep on duty any and all members of the Department as such emergency shall desire. In such event, the official having authority shall first make a formal declaration of the nature and extent of the emergency and all members of the Department thus summoned or kept on duty shall be entitled to receive overtime pay, in accordance with the overtime pay schedule set forth in Article X, Section D, for all time worked over the regular hours of work per work day as defined in Section A of this Article.

ARTICLE X

COMPENSATION AND OVERTIME

- A. Whenever an employee is required to work any period of time in excess of the regular hours worked as defined in Article IX, herein, this additional time shall be considered overtime. Thus, if any employee is required to work for more than eight (8) hours, or twelve (12) hours if regularly assigned to a twelve (12) hour work day, in any twenty-four (24) hour period, this additional time worked shall be considered overtime regardless of the total number of hours worked during that week except if that time is less than fifteen (15) minutes in the aggregate over the fourteen (14) day work cycle, it should not be considered overtime for those on the Pitman schedule. Additionally, if any employee regularly working an eight (8) hour shift schedule is required to work for more than forty (40) hours in any one (1) week, or if any officer regularly assigned to a twelve (12) hour work day works more than eighty-four (84) and fifteen (15) minutes in a fourteen (14) day work cycle for those on the Pitman schedule the additional time worked shall be considered overtime regardless of the total number of hours worked during that work week, or work cycle.
- B. As of January 1, 2007, for the purposes of computing the employee's hourly rate, the Borough shall take the employee's Base "C", as set forth in Article XI and shall divide this salary by two thousand eighty (2,080). This is the rate which shall be used for all salary computations which require the use of an hourly rate.
- C. For the purpose of computing the Administrative Sergeant's and Lieutenant's holding an administrative post hourly rate, the Borough shall take the Administrative Sergeant's and Lieutenant's Base "C", as set forth in Article XI, and shall divide this by two thousand eighty (2,080). This is the rate which shall be used for all salary computations which require the use of an hourly rate for the Administrative Sergeant and Lieutenant.
- D. The provisions of this Article are applicable for all overtime, regardless of the type or nature of work performed during the overtime.
- E. No employee shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by his commanding officer, such order, authorization or approval to be recorded and maintained with the records of the Department in a form to be determined by the Chief of Police and the Commissioner of Police and approved by the Borough.

- F. It is recognized that employees may be required to report in advance of the tour of starting time, for the purpose of muster at the commencement of a tour and to remain at the termination of a tour for the purpose of report making at the end of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period prior to the commencement of a tour or for a fifteen (15) minute period at the termination of a tour.
- G. The Chief of Police may hold quarterly meetings of the Department at a convenient time. Said meetings will be scheduled to occur on a fixed day in each calendar quarter, or on at least ten (10) days' notice. Additionally, the Chief of Police may hold two (2) more meetings of the Department per calendar year, to be scheduled on at least ten (10) calendar days' notice. Attendance at these six (6) meetings per calendar year shall be required, and no compensation will be paid for attendance at these six (6) meetings. If additional meetings of the Department are scheduled, normal overtime rules apply.
- H.
 1. Any officer required to report for duty after completion of a regular shift or prior to the start of his/her regularly scheduled shift shall receive additional compensation for three (3) hours minimum at time and one-half (1 ½), unless the period is contiguous to the employee's regularly scheduled shift, then he/she shall only be paid for the actual period worked with no minimum.
 2. Normal and routine shift rotations and changes, and changes agreed upon between individual officers shall not entitle the officers to such additional compensation.
 3. The Chief or designee reserves the right to have the employee work the full three (3) hours at a minimum as referenced above, irrespective of the length of the period to be worked.
- I. Overtime earned by employees shall be credited as earned, and be paid the pay date following the date earned.
- J. If an officer is called in at other than his/her normal shift, including but not limited to, court appearances and Borough events, he or she shall receive a minimum of two (2) hours pay at time and one-half. The Chief or designee reserves the right to have the employee work the full two (2) hours at a minimum as referenced herein, irrespective of the length of the period to be worked.
- K. Any officer required to work any overtime shall have the option to accept said overtime as payment in his/her next pay period or as compensatory time at rate of one and one-half (1 ½) their regular hourly rate. Accrual of compensatory time will be capped at 100 hours total. Officers with more than 100 hours as of the date of execution of this agreement will

be able to keep the additional hours but will not be able to accrue any additional hours. Compensatory time may be used with advanced notice and authorization from the Chief of Police but will not be permitted when it will create overtime.

L. Officers will be eligible for the following off duty pay rates:

(1) Eighty-five (\$85.00) dollars per hour, with a minimum of four (4) hours for all non-Borough /Board of Education activities/events.

(2) Eighty-five (\$85.00) dollars per hour for all Borough and Board of Education related activities including, but not limited to, Borough infrastructure, repairs and/or maintenance performed by a Borough retained contractor.

(3) All off-duty work shall be scheduled and paid in accordance with the Borough Ordinance, 2-19:19.

ARTICLE XI

SALARY AND WAGES

A. For the purposes of computing the employee's yearly salary, the Borough shall use the following formula:

Base "A" + Longevity = Base "B"

Base "B" divided by 2080 = Hourly rate for Holiday pay.

Holiday hourly rate x 104 holiday hours = Holiday Adjustment Value (HAV)

Base "B" + HAV + stipends = Base "C"

BASE "C" divided by 2080 = Current year's holiday pay rate.

Base "A" is set forth in Article XI, Section B

Base "B" is only used to calculate holiday Pay

BASE "C" is the current year's salary

B. Base "A" salaries shall be as follows:

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Sergeant	\$117,744.45	\$121,276.78	\$124,915.09	\$128,662.54
Lieutenant	\$131,542.33	\$135,488.60	\$139,553.25	\$114,739.86

In addition, the Sergeants' 2022 salaries shall be retroactive to January 1, 2022, if the Sergeant(s) are on the active payroll of the Borough as of the final execution date of the Memorandum of Agreement between both parties.

In addition to their base salary increases, each bargaining unit member shall be eligible to receive Seven Hundred Fifty (\$750.00) Dollars annually for temporary on-call status, less all applicable deductions if they work the full year, if they work less than a full year, they will receive a pro-rata share. In the event one or more of the Superior officers eligible for the stipend is on a leave of absence for more than thirty (30) days, or in the event one of the positions is vacant for more than thirty (30) days, the remaining Superior officer(s) will receive an additional prorated share of the stipend that would otherwise be payable to the absent superior officer or the vacant position.

The salary increases for the bargaining unit members shall be as follows:

- (a) Two (2%) increase, retroactive to January 1, 2019, if the employee is on the active payroll of the Borough as of the final execution date of the MOA;
- (b) Two (2%) percent increase, retroactive to January 1, 2020, if the employee is on the active payroll of the Borough as of the final execution date of the MOA; and,
- (c) Two (2%) percent increase, effective January 1, 2021.

C. All payments of College Credits/Incentive shall be removed from the Base "B" Salary and paid as one (1) check at end of the year.

ARTICLE XII

LONGEVITY PAY

A. Effective January 1, 2011, each employee covered by this Agreement shall, in addition to his/her regular wages and benefits, be paid longevity increments based upon years of service with the Department of Police in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY</u>
After five (5) years of service	\$ 850.00
After ten (10) years of service	\$1,800.00
After fifteen (15) year of service	\$2,600.00

After twenty (20) years of service	\$3,500.00
After twenty-four (24) years of service	\$4,400.00

- B. Each employee shall qualify for the longevity increment, based upon their longevity date, within the month which his/her longevity date falls. Time spent on suspension without pay status, upon a finding of guilty after final adjudication, or on leave without pay, except with regard to military service with the Armed Forces of the United States of America and scholarship leave, shall not be included in determining years of service. If, after adjudication, an employee is found not guilty on the charges specified against him/her, all time during such suspension shall be included in determining years of service.
- C. Any new Officers hired after March 20, 2015 will no longer receive longevity.

ARTICLE XIII

HOLIDAYS AND PERSONAL TIME

- A. The Association and Borough agree to recognize one hundred and four (104) hours of paid holiday time.
- B. It is recognized by both parties that, by reason of Departmental business, employees of the Department are not able to be excused from working on holidays as are normally enjoyed by other Borough employees. Therefore, in lieu of receiving days off on holidays, each employee of the Department will receive one hundred and four (104) hours pay added into his/her regular salary, as set forth in the formula in Article XI.
- C. Employees shall be entitled to twenty-four (24) hours off with pay annually for the purpose of conducting business of a personal nature. Such time off can be taken in minimum increments of four (4) hours. Employees shall notify the Borough or its designated representative in writing at least forty-eight (48) hours prior to the requested absence and such absence shall be subject to the Borough's approval, based upon manpower needs necessary to maintain shift strength in accordance with management requirements.
- D. Administrative Sergeants and Administrative Lieutenants who work on Monday through Friday shall receive the following holidays off per year: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If any of these holidays fall on Saturday, the officer shall receive the Friday immediately preceding the holiday off and the Monday immediately following if the holiday falls on Sunday.

Should an Administrative Sergeant or Administrative Lieutenant be scheduled or called in to work any of the aforementioned holidays(including the Fridays or Mondays referred to above), he/she shall be paid overtime at one and one-half (1 ½) his/her regular hourly rate of pay for all hours worked.

ARTICLE XIV

VACATIONS

- A. Vacations shall be determined as of the employee's anniversary date. The increase in the number of vacation hours shall be prorated for the balance of the calendar year following the employee's anniversary date. For example, an employee who reaches his/her first anniversary date on July 1 will receive twenty-four (24) additional vacation hours (1/2 of 48 additional hours) for the period of July 1 to the end of the calendar year. The employee will receive the full amount of the increased vacation hours as of January 1 of the immediately following calendar year.
- B. All full time employees shall receive vacations based on the following schedule:

YEARS OF SERVICE

NUMBER OF VACATION HOURS

Less than one (1) year

Forty-eight (48) working hours due at end of the year

One (1) – four (4) years

Ninety-six (96) working hours

Five (5) – ten (10) years

One hundred forty-four (144) working hours

Eleven (11) – sixteen (16) years

One hundred ninety-two (192) working hours

Seventeen plus (17+) years

Two hundred sixteen (216) working hours

- C. The schedule of vacations shall be coordinated by the Chief of Police. Vacations shall be staggered so that efficient operation of the Police Department shall not be impaired.
- D. All employees covered under this Agreement may sell back a maximum of one hundred seventy-five (175) hours of vacation per year, and with the approval of the Chief of Police or his/her designee, may carry over sixty (60) hours of vacation into the succeeding year.

ARTICLE XV

SICK LEAVE

- A. Employees and hereafter all persons becoming members of the Police Department shall accrue

sick leave at the rate of ten (10) hours per month of service. In order to be eligible to sell back time annually, bargaining unit members must have at least three hundred (300) sick leave hours accumulated after the sell back of the time occurs or the employee will be prohibited to sell back time in the following year. Sell back notification must occur in writing on or before November 30th of each year. Any time not utilized or sold back will be placed in the employee's accrued sick leave bank. The maximum amount of sick leave that an employee may sell back to the Borough in any one (1) year is one hundred thirty-five (135) hours of sick leave. Superior Officers hired after May 20, 2010, are not eligible for the sick leave sell back.

- B. (1) Sick leave may be used by employees who are unable to work because of personal illness, accident or exposure to contagious disease. Upon returning to work after missing four (4) or more consecutive work days due to illness, the employee shall be required to present a doctor's certificate to the Police Chief or designee indicating that the employee was absent during that period and is fit to return to duty.
- (2) Sick leave may also be used by an employee to care for an ill member of the employee's immediate family who resides in the employee's household. An employee using sick leave to care for an immediate family member shall be required to provide a doctor's certificate to the Police Chief or designee immediately upon returning to work after two (2) consecutive work days are missed which confirmed the need for care during that period.
- (3) An employee may use up to sixty (60) hours of their annual one hundred twenty (120) hours of sick leave allotted within a calendar year without being required to produce a doctor's certificate for sick leave taken for themselves or to care for an immediate family member, so long as that sick leave does not violate the provisions of §B(1) and §B(2) above. After an employee has used more than sixty (60) sick leave hours in a calendar year for any reason, they shall be required to provide a doctor's certificate for each and every use of sick leave during the remainder of that calendar year regardless of whether the sick leave is used for the employee's absence or the care of an immediate family member.
- (4) Any requirement to provide a doctor's certificate for sick leave taken prior to and/or after the use of vacation time, personal time, department mandated overtime, a Borough authorized holiday, training assignment and/or shift switch shall be determined by Department policy.
- C. Upon resignation in good standing, any employee, who has been a permanent employee for at least one (1) year, shall be entitled to pay for all accumulated unused sick leave of one hundred twelve (112) hours, up to a maximum of Five Thousand (\$5,000.00) Dollars. The employee shall be paid at his regular pay rate for the year in which he resigned. This provision will not

apply to Superior Officers hired after May 20, 2010.

- D. Upon death, an employee who has been a permanent employee for at least one (1) year shall be entitled to pay for all accumulated unused sick leave up to a maximum of two hundred and forty (240) hours not to exceed Fifteen Thousand (\$15,000.00) Dollars. The employee shall have the right to designate, in writing, a beneficiary who shall receive pay for unused sick leave up to a maximum of two hundred forty (240) hours, not to exceed Fifteen Thousand (\$15,000.00) Dollars. In the event the employee fails to name a beneficiary or if the named beneficiary is deceased, the payment shall be made to the employee's estate. This provision will not apply to Superior Officers hired after May 20, 2010.
- E. 1. Upon retirement with twenty (20) years of continuous service with the Borough, each employee may sell back any accumulated sick time to the Borough up to a maximum of Fifteen Thousand (\$15,000.00) Dollars.
2. The employee shall be paid at his regular pay rate for the year in which he is retired. But, in any event, he shall not be entitled to any payment in excess of the maximum dollar amount of Fifteen Thousand (\$15,000.00) Dollars provided under the terms of this provision.
- F. Any Superior Officer who does not utilize any sick days in a calendar year will receive an additional twenty-four (24) hours of pay. The use of leave time for a work-related disability or work-related injury shall not impact on the perfect attendance. The incurring of a sustained suspension will disqualify an officer from this incentive. The payment will be made at the rate of pay in place as of December 31 of the year in which perfect attendance was achieved. To be eligible for the perfect attendance incentive the officer must actually work for at least nine (9) months of the calendar year.

ARTICLE XVI

INJURY LEAVE

Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he/she shall be entitled to injury leave with full pay at the rate of pay in existence at the time of his/her injury, up to one (1) year commencing with the date of such injury, illness or disability, or until such time as he has been accepted for retirement by the Police and Fire Pension System. Any payments of temporary disability insurance by the Borough or its Worker's Compensation Insurance Carrier

shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he/she shall be paid on the basis of his/her accumulated sick leave, subject to the formal written approval of the Borough.

ARTICLE XVII

FUNERAL LEAVE

- A. Employees shall be entitled to up to five (5) days funeral leave with pay from the date of death to the date of funeral or memorial service in the event of the death of a spouse, civil union partner, domestic partner, parent, mother-in-law, father-in-law, child, brother, sister, step-child, step-parent or other relative who resides in the employee's household; or one (1) day with pay on the day of burial or memorial service. Bargaining unit members may extend their immediate family bereavement leave beyond the five (5) days through the voluntary use of vacation leave and/or personal leave and/or compensatory time. Said request must be in writing, setting forth exactly how many additional days are being requested and how much of each leave type is being taken to accomplish same. The written request for an extension of leave must be submitted to the Chief or designee in advance of the time requested and shall not be taken unless written approval of such request has been given by the Chief or designee in advance of the requested leave period.
- B. No paid bereavement leave of any kind (immediate or non-immediate family) shall be given to a bargaining unit member while the bargaining unit member is on either workers' compensation leave and/or FMLA/FLA leave. No other paid leave time may be substituted for bereavement leave under the circumstances set forth above.
- C. In the event a death occurs during an officer's vacation, the officer shall be permitted to utilize bereavement leave, rather than vacation time, for attendance at the funeral or memorial service.

ARTICLE XVIII

HOSPITAL AND MEDICAL INSURANCE

- A. The Borough shall provide for all employees and their families covered by this Agreement, health insurance through the State Health Benefits Program. In accordance with same, all employees shall be enrolled in the State Health Benefits Program (SHBP) as soon as

possible, but no later than January 1, 2011. Coverage will include prescription drugs. The cost of the monthly premium shall be paid by the Borough and in accordance with New Jersey Chapter 78, P.L. 2011.

- B. Dental coverage is not paid for by the Borough. The Borough maintains a dental plan with Delta Dental for non-police employees. Officers and their dependents may participate in that dental plan at their own expense and without expense to the Borough. No officer shall be denied the ability to participate in the dental plan provided it does not increase the cost of the plan to the Borough.
- C. Each officer shall have a complete physical examination by the physician of his or her choice one time annually. The Borough shall pay up the co-pay cost of such examination. The officer shall cause the physician to have a general report of the examination forwarded to the Borough in which report the physician shall indicate in general terms the state of the officer's health and fitness to perform his or her duties. The Borough may, with reasonable cause, direct an officer to undertake more frequent physical examinations, at its cost, and with its physicians.
- D. Co-pays deductibles/benefit levels are at the sole discretion of the New Jersey State Health Benefits Commission.

ARTICLE XIX

DISABILITY AND INSURANCE PROGRAM

Employees shall be merged into the disability program previously established for other employees of the Borough of Hightstown.

ARTICLE XX

PROFESSIONAL LIABILITY INSURANCE

- A. The Borough agrees to obtain Professional Liability insurance to cover employees covered by this Agreement. Coverage will be provided in the amount of \$250,000.00 per occurrence, but in no event more than \$500,000.00 annual aggregate coverage.
- B. The policy will pay on behalf of the police all sums, within the aforesaid limits, which said policeman shall become obligated to pay as damages because of (a) Personal Injury; and, (b) Bodily Injury; and, the insurance carrier shall have the duty to defend any suit against a

policeman seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent. Coverage will not apply to an injury sustained by any paid full or part time law enforcement officers; nor for a willful violation of a penal statute or ordinance, or acts of fraud or dishonesty; nor to liability assumed by contract; nor to damage to property.

- C. The definition of personal injury is false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, libel, slander, defamation of character, violation of property rights, and assault (if committed while making or attempting to make an arrest or while resisting an overt attempt to escape before such person has been before a magistrate).

ARTICLE XXI

PENSIONS

The Borough shall continue to provide contributions to the employee's pension fund in accordance with the presently existing practice. Pension contributions will be deducted based upon each employees Base C salary, or for detectives Base C plus detective's stipend. Such salary shall include pay scale salary, holiday pay, longevity pay, as well as any and all stipends as prescribed under New Jersey State Statutes.

ARTICLE XXII

UNIFORM ALLOWANCE

- A. Each employee covered by this Agreement shall receive an annual clothing and clothing maintenance allowance in the amount of and Eight Hundred Fifty (\$850.00) Dollars, less all applicable deductions, if no receipts or other applicable evidence is provided pursuant to Federal law, except for the detectives, who shall receive Nine Hundred Fifty (\$950.00) Dollars every year, less all applicable deductions, if no receipts or other applicable evidence is provided pursuant to Federal law. Payment of the clothing allowance is to be controlled by the Chief of Police or his duly designated representative. In the event of a major change of primary duty uniform, the initial cost of such additional clothing items shall be paid for by the Borough.
- B. The clothing allowance shall be used only for the purchase, repair, maintenance and cleaning of regulation uniform items, which employees are required to wear while on duty.
- C. If an employee's uniform or one (1) set of civilian clothes and/or prescription eyeglasses

is torn or damaged beyond repair while the employee is in the course of performing his duties, it will be replaced at Borough expense, so long as the torn or damaged item beyond repair is turned into the Chief or designee before replacement and further subject to §G(1) below.

- D. Clothing allowance may be used for purchasing, cleaning, repairing and maintaining uniforms. Upon submission of receipts, the employee will be reimbursed, as established in §A above.
- E. The detective shall be allowed to use his clothing allowance to purchase only those types of civilian clothes which are suitable for wearing while on duty in place of his regulation uniform (e.g. sport jacket and slacks, suit, dress shoes, dress shirt and tie). Upon submission of receipts, the employee will be reimbursed.
- F. The Borough shall be responsible for providing, paying for and repairing and/or replacing body armor, as needed; and employees shall utilize body armor as a part of their uniform.
- G. Leather gear and associated equipment shall be provided by the Borough as needed, and shall not be charged to the employees clothing allowance. The employee shall submit the item needing replacement for inspection by the supervisor in charge of uniforms and equipment. Said supervisor shall determine if replacement is necessary.

ARTICLE XXIII

USE OF PERSONAL VEHICLE

Employees shall whatever the current IRS mileage allowance is when they have to use their personal vehicles for actual duty, as assigned and approved by the Chief. Excluded from reimbursement is mileage used in connection with the basic police training program.

ARTICLE XXIV

POLICE OFFICERS BILL OF RIGHTS

- A. All employees covered under this Agreement shall be entitled to the protection of this Article. The wide ranging powers and duties given to the Department and employees on and off duty involve them in all manner of contacts and relationships with the public. Out of these contacts come many questions concerning the actions of members. These questions often require investigation by Superior Officers or an Internal Affairs Division

or both. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated. In the event of any conflict between the policies and procedures specified herein and any applicable New Jersey statutory provision, such statutory provisions shall control.

B. Prior to being interviewed regarding an investigation on criminal charges or citizen complaint which could lead to a suspension, demotion, dismissal or criminal charges, an employee shall:

1. Be informed of the nature of the investigation and whether he is a suspect, if and when known; informed of other information necessary to reasonably apprise him of the nature of the allegations of the Complaint.
2. Be afforded an opportunity and facilities to contact and consult privately with an attorney of his choosing or a representative of the Association or both.
3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation, or when criminal culpability is not at issue, advance notice shall be given the officer not less than twelve (12) hours before the initial interview commences or subsequent written reports are required from the officer. Whenever an employee is under investigation or subjected to interrogation by the Borough for criminal charges or citizen complaints, which could possibly lead to a suspension, demotion, dismissal or criminal charges, such investigations or interrogations shall be conducted under the following conditions:
 - (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
 - (b) The investigation and interview shall take place at the Hightstown Borough Police Headquarters, or elsewhere if mutually agreed, unless the situation necessitates otherwise.
 - (c) The employee under investigation shall be informed, as soon as reasonably feasible, of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the investigation. All questions directed to the employee shall be asked by and through only such interrogators as are reasonably necessary under the situation and only one interrogator as are reasonably necessary under the situation and only one interrogator at a time.
 - (d) The employee under this investigation shall be informed of the nature of the

investigation and he shall be informed of the names of all complainants unless such disclosure would jeopardize this investigation.

- (e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rests periods as are reasonably necessary.
 - (f) The superior officer will be permitted to a representative of their choosing, who is readily available, present during the interview provided the representative does not interfere with the interview. The investigating officer or officers shall be required to advise the officer being investigated of this particular right.
 - (g) The employee under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal or disciplinary action.
 - (h) Any interrogation of an employee conducted at the police station, or if not at the police station, wherever feasible, shall be recorded and there shall be no unrecorded questions or statements, and the officer shall be afforded a copy upon his request and at his own expense.
 - (i) If the employee under interrogation is under arrest, or if there is any possibility the employee is to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his/her rights prior to the commencement of the interrogations.
 - (j) The interrogation or interview shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject investigation.
 - (k) No officer shall be required to take a lie detector or other truth detecting test as a condition of the investigation interview, interrogation or of continued employment.
- C. 1. The officer, upon request, will be furnished with a copy of the report of the superior officer or the Internal Investigation which will contain all material facts and accusations of the matter.
2. The officer will be furnished with the names of all witnesses and complainants who may appear against him/her or whose statements may be used against him/her.
- D. 1. When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and disciplinary order may be placed in the officer's personnel file.
2. No demotion, suspension or other monetary punitive measure, excluding dismissal, shall be taken against an officer unless taken in conformity with applicable New Jersey statutory provisions.

3. All regulations and laws of the State of New Jersey shall be adhered to.

E. 1..

Investigations shall meet standard operating procedures for the Police Department in conformance to the New Jersey Attorney General Guidelines and Policies.

ARTICLE XXV

APPLICABLE LAWS

The provisions of this Agreement shall be subjected to and shall not annul or modify existing applicable provisions of Federal, State and local laws and ordinances or any properly enacted amendments, additions or deletions thereto, except as specifically permitted thereby.

ARTICLE XXVI

REIMBURSEMENT FOR TUITION AND BOOKS

A. The parties agree that police officers employed under the terms of the collective bargaining agreement, who have successfully completed the probationary period, shall be entitled to reimbursement for tuition and books for work-related college courses at a recognized New Jersey college or university, up to a maximum of Three Hundred Fifty (\$350.00) Dollars per semester and with a calendar year cap of Seven Hundred (\$700.00) Dollars.

B. To qualify for reimbursement, the officer must:

(1) Prior to registering for the course, receive written approval from the Chief of Police that the course is work related and eligible for reimbursement; and,

(2) Receive a grade of B or better for the course.

(3) The current practice of including payment for college degrees into the base salary shall cease. Payment for college degrees will be paid in one lump sum on the first pay in December of each year of this contract.

Associate's Degree	\$150.00
Bachelor's Degree	\$250.00
Master's Degree	\$350.00
Doctorate	\$450.00

C. Irrespective of the provisions in §A and §B above, the course work and/or degree obtained must be within criminal justice specifically or benefits the Department, whether obtained

before employment with the Hightstown Police Department or while in its employ, and the reimbursement is not available to anyone who becomes part of this bargaining unit on or after January 1, 2019.

ARTICLE XXVII
DURATION OF AGREEMENT AND RENEGOTIATIONS

The Borough and the FOP agree on the duration of the Agreement shall be for a period commencing January 2, 2022 and ending December 31, 2025. This agreement shall remain in full force and effective during collective negotiations between the parties beyond the expiration date until the parties have mutually agreed to a successor agreement. Upon expiration of the term of this agreement all salaries will remain frozen at 2025 rates pending completion of collective negotiations for a new agreement. The parties agree that they will enter into negotiations for a new agreement during the last year of the term of this agreement and within sixty (60) days of the request of either party to commence negotiations.

ARTICLE XXVIII
ENTIRE AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties as to all terms and conditions of employment. This Agreement, in its entirety, contains all of the benefits employees are entitled to, regardless of any established past practices in existence prior to this Contract. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

IN WITNESS WHEREOF, the Borough of Hightstown has caused its corporate seal to be affixed hereto and attested by its Borough Clerk and these presents to be signed by its Mayor, and the Association has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be affixed the day and year first above written.

ATTEST:

BOROUGH OF HIGHTSTOWN

Lawrence Quattrone, Mayor

Date: _____

ATTEST:

HIGHTSTOWN SUPERIOR OFFICERS
FOP LODGE 140

Date: _____

Resolution 2022-131

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

**RATIFYING THE MEMORANDUM OF AGREEMENT WITH THE HIGHTSTOWN
POLICE OFFICERS FOP LODGE 140 – FRATERNAL ORDER OF POLICE/NEW
JERSEY LABOR COUNCIL, FOR THE YEARS 2022, 2023, 2024 AND 2025, AND
AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING
AGREEMENT RELATING THERETO.**

WHEREAS, the Borough of Hightstown and the Hightstown Police Officers FOP 140-Fraternal Order of Police/New Jersey Labor Council (the “FOP”) have negotiated a Memorandum of Agreement for the years 2022, 2023, 2024 and 2025; and

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

WHEREAS, the Memorandum of Agreement has been reviewed by all parties and ratified by the FOP; and

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

WHEREAS, it is also the desire of the Mayor and Council to authorize the appropriate Borough Officials to execute a new Collective Bargaining Agreement (“CBA”) with the FOP for the years 2022, 2023, 2024 and 2025, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.

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

1. That the attached Memorandum of Agreement with the FOP for the years 2022, 2023, 2024 and 2025, which agreement is on file in the Borough Clerk’s office, is hereby approved and ratified.
2. That the Borough Administrator is hereby authorized to execute, and the Borough Clerk to attest, the attached Memorandum of Agreement with the FOP for the years 2022, 2023, 2024 and 2025.
3. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, a new CBA with the FOP for the years 2022, 2023, 2024 and 2025, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Hightstown Police Officers FOP 140-Fraternal Order of Police/New Jersey Labor Council;
 - b. Dimitri Musing, Borough Administrator
 - c. Robert Merryman, Esq., Labor Counsel

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 5, 2022.

Margaret Riggio
Borough Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
THE BOROUGH OF HIGHTSTOWN AND FOP LODGE 140, RANK AND FILE**

Representatives of FOP Lodge 140, Rank and File Officers and the Borough of Hightstown agree to recommend the following modifications to the collective negotiations agreements with a term from January 1, 2019 through December 31, 2021:

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

Article VI. Strikes and Other Job Actions

- In the first sentence change “obstruct of disable” to “obstruct **or** disable”
- In the first sentence change “or as thy may be modified...” to “as they may be modified”

Article VII Grievance Procedure

A. Step 4

C. Revise to read as follows:

(new language) The arbitrator shall be limited only to the issues submitted to said arbitrator. The arbitrator is without authority to add to or subtract any language or provisions from the Agreement between the parties. The Decision of the Arbitrator shall be binding subject to applicable law.

E. New

The only grievances which may be submitted to arbitration are those based on an allegation that there has been a violation of the terms of this Agreement.

B. Revise to read as follows:

A grievance to be considered under this procedure must be initiated by the employee or by the FOP within twenty (20) calendar days of the date of its occurrence, or the time the employee or the FOP should reasonably have known of its occurrence. Failure to file within the timeline shall be considered an abandonment of the grievance.

Article VIII Off Duty Employment Rates

First sentence change “extra duty pay” to “off duty pay”.

- (1) The rate will be changed to Eighty-five (\$85.00) Dollars per hour, with a minimum of four (4) hours pay, for all not Borough/Board of Education activities/events.
- (2) The rate will change to Eighty-five (\$85.00) Dollars per hour and the following language, “*including but not limited to Borough infrastructure, repairs and or maintenance performed by a Borough retained contractor*” will be added after the words “and/or other related obligations”.
- (3) Change the words “extra duty” to “off duty”

Change the rate of \$70.00 per hour to \$85.00

Add the language “*including but not limited to Borough infrastructure, repairs and or maintenance performed by a Borough retained contractor*” after the words “and/or other related obligations”

Add the following at the end of the section:

The rate will be One hundred five (\$105.00) per hour for all emergency off duty work which are requested with less than twenty-four (24) hours’ notice. This rate will be limited to emergency off duty work for third party vendors and will not apply to Borough/Board of Education activities/events including but not limited to Borough infrastructure, repairs and or maintenance performed by a Borough retained contractor

Article X Compensation and Overtime

- I. In the last sentence replace the word “with” with the word “work”.
- J. Revised: Add following

Accrual of compensatory time will be capped at 84 hours total. Officers with more than 84 hours as of the date of execution of this agreement will be able to keep the additional hours but will not be able to accrue any additional hours. Compensatory time may be used with advanced notice and authorization from the Chief of Police but will not permitted when it will create overtime.

K. New Section

Detectives will be reimbursed for mileage at the IRS rate when subject to call-in when off duty.

Article XI Salary and Wages

The parties agreed to the new salary guide attached hereto as Appendix A.

The parties agreed to the proposed step movement as set forth in attached Appendix B

Article XIII Holidays and Personal Time

Section D.

Change “increments of four (4) hours” to “increments of two (2) hours”

Article XV Sick Leave

- A. Eliminate sell back provision for those hired after May 20, 2010
- C Eliminate cash out provision. for those hired after May 20, 2010
- D Eliminate payout provision for those hired after May 20, 2010

Add new section F

Any officer who does not utilize any sick days in a calendar year will receive an additional 24 hours of pay. The use of leave time for a work related disability or work related injury shall not impact on the perfect attendance. The incurring of a sustained suspension will disqualify an officer from this incentive. The payment will be made at the rate of pay in place as of December 31 of the year in which perfect attendance was achieved. To be eligible for the perfect attendance incentive the officer must actually work for at least nine (9) months of the calendar year.

Article XIV Vacation

- D. Change “not carried over” to “carried over” in last sentence.

Article XVI Injury Leave

Revised last sentence of article to read as follows:

If illness continues beyond one (1) year, the officer will be permitted to pursue any remedy for continuation of paid leave under state or federal law.

Article XVII Bereavement Leave

Combine A and B as follows:

Employees shall be entitled to up to five (5) days funeral leave with pay from the date of death to the date of funeral or memorial service in the event of an immediate family member, defined as spouse, civil union partner, domestic partner, parent, mother-in-law, father-in-law, child, brother or sister, step-child, step-parent, or other relative who resides in the officer's household; or one (1) day with pay on the day of the burial or memorial service in the event of the death of an aunt, uncle, nephew, nieces grandparents or other in-laws of the employee. Bargaining unit members may extend their immediate family bereavement leave beyond the five (5) days through the voluntary use of vacation and/or personal leave and/or compensatory time. Said request must be in writing setting forth the number days requested and how much of each type of leave is being taken to accomplish same. The written request must be submitted to the Chief or his/her designee in advance of the time requested and shall not be taken unless written approval of such request has been given by the Chief or his/her designee in advance of the requested leave period.

Change C to B.

Add as C *In the event a death occurs during an officer's vacation, the officer shall be permitted to utilize bereavement leave, rather than vacation leave, for the funeral and/or memorial service.*

Article XVIII Hospital and Medical Insurance

C Revise the first two sentences as follows:

Officers may be required to submit to a complete physical examination by the physician of his or her choice on an annual basis. The Borough shall pay the co-pay cost of such examination, where applicable.

The remainder of Section C shall remain as is.

Article XXIV Conducting Union Business on Borough's Time

Combine Article II and Article XXIV as follows:

Article II Collective Bargaining and Conducting Union Business

- A. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of the parties. Unless otherwise delegated, the Mayor and Council of the Borough or their designee(s) and the President of the Association or his/her designee(s) or a representative of the

- Fraternal Order of Police/New Jersey Labor Council shall be the respective bargaining agent for the parties.
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.
 - C. Employees of the Borough who may be designated by the Association to participate in collective negotiations meetings called for the purpose of negotiation of the collective negotiations agreement will be excused from their work assignments, provided, however, that no more than two (2) employees shall be excused for the negotiations session.
 - D. The State Trustee or alternate shall attend all State FOP meetings, while on duty, without loss of pay. The FOP shall provide the names of the trustee and alternate to the Borough and the Department annually in writing by January 15, and any change shall be provided in writing within ten (10) calendar days of such change. The Trustee or alternat will advise the Chief or designee in writing at least five (5) calendar days in advance of such meeting unless an emergency meeting is requested by the State President and the Chief is notified in writing immediately upon notification. The Borough will allow up to two (2) members of the bargaining unit to attend any and all State conventions of the New Jersey Fraternal Order of Police. while on duty and without loss of pay. The length of the convention shall be up to five (5) calendar days and the five (5) calendar days shall include all necessary travel time. Eligible employees may request from the Chief one additional travel day in connection with a State convention with such time, if granted, being either without pay or requiring the use of vacation, personal or compensatory time. Approval for one additional travel day will not be unreasonably withheld. The FOP will make any request for convention leave at least thirty (30) calendar days in advance in writing. Members on duty may attend lodge meetings, if the meetings are held in the Borough and they remain subject to the duty responsibilities. Members who are attending while on duty shall be subject to responding to any and all calls for service or other related matters.
 - E. The Borough shall permit members of the Associations Grievance Committee (not to exceed three (3)) to conduct the business of the Committee, which consists of conferring with employees and representatives of the Borough on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Department of Police or require the recall of off-duty policemen to bring the Department of Police up to it proper effectiveness.

Eliminate Article XXIV and renumber subsequent Articles.

Article XXV Police Officers Bill of Rights

B 4. Eliminate

Combine B 7. and 11 to read as follows:

The officer will be entitled to a representative of their choosing, who is readily available, present during the interview, provided the representative does not interfere with the interview.

Article XXVIII DURATION OF AGREEMENT AND RENEGOTIATIONS

Revise as follows:

*The Borough and the FOP agree on the duration of the Agreement shall be a period for a period commencing January 1, 2022 and ending December 31, 2025. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the expiration date until the parties have mutually agreed to a successor agreement. The parties agree that they will enter into negotiations for a new agreement during the last year of the term of this agreement and within **sixty (60)** days of the request of either party to commence negotiations*

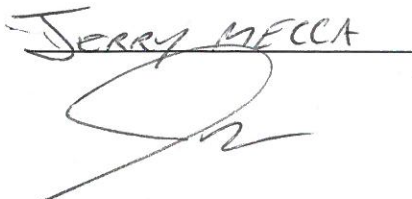
Article XXVIX ENTIRE AGREEMENT (New Article)

This Agreement represents and incorporates the complete and final understanding and settlement by the parties as to all terms and conditions of employment. This Agreement, in its entirety, contains all of the benefits employees are entitled to, regardless of any established past practices in existence prior to this Contract. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

The complete agreement is subject to ratification by the FOP LODGE 140, PATROL OFFICERS UNIT and formal approval by the Borough's governing body.

FOR FOP LODGE 140

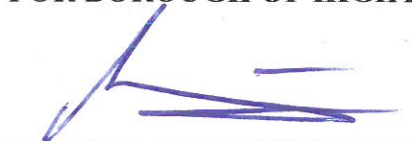
(Rank and File)

Jerry Mecca


Vincent Dell

V. Dell

FOR BOROUGH OF HIGHTSTOWN



Dimitri Musing, Borough Administrator

Hightstown Borough and**FOP Lodge 140 POA****Officer Guide Movement**

Marino	Moved from Step 1 (\$54,121) to Step 2 (\$60,489) on March 24, 2022 Remain on old Step 2 (\$60,489) for 2022 Moves to New Step 3 (\$65,000) on Anniversary date in 2023 Moves to next step on anniversary date each year thereafter
Townshend	Moved from step 2 (\$60,489) to Step 3 (\$66,856) on May 20, 2022 Remain on old Step 2 (\$66,856) for 2022 Moves to new step 4 (\$70,000) on anniversary date in 2023 Moves to next step on anniversary date each year thereafter
Doell	Moved from Step 5 (\$80,651) to Step 6 (\$87,019) on February 1, 2022 Remain on old step 6 (\$87,019) for 2022 Moves to new Step 8 (\$90,000) on anniversary date in 2023 Moves to next step on anniversary date each year thereafter
Buck	Moved from Step 6 (\$87,019) to Step 7 (\$93,386) on May 15, 2022 Remain on Old Step 7 (\$93,386) for 2022 Moves to new step 9 (\$95,000) on January 1, 2023 Thereafter, moves to next step on January 1
Abatemarco	Moves from Step 6 (\$87,019) to Step 7 (\$93,386) on June 15, 2022 Remain on Old Step 7 (\$93,386) for 2022 Moves to new step 9 (\$95,000) on January 1, 2023 Thereafter moves to next step on January 1

Mecca

Moves from Step 8 (\$97,067) on the old guide to Step 10 on the new guide (\$100,000) on September 2, 2022

Moves to Next Step (Step 11 \$105,000) on Anniversary Date in 2023, and on anniversary date each year thereafter.

Krupa/Esposito/Larsen

Moves to new step 12 retro to January 1, 2022

Thereafter move to off guide rate on January 1 each year thereafter.

As modified and agreed on this date, June 15, 2022

6/15/2022
Jerry Mecca

FOP Lodge 140, Rank/File

[Signature]

Borough of Hightstown

Dimitri Mering
6/15/22.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

BOROUGH OF HIGHTSTOWN

-and-

FOP LODGE NO. 140 (RANK AND FILE)

JANUARY 1, 2022 through DECEMBER 31, 2025

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PREAMBLE

This Agreement entered into this _____ of _____, 2022 by and between the BOROUGH OF HIGHTSTOWN, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as the “Borough”, and the Hightstown Police Officers, Fraternal Order of Police Lodge 140 – Fraternal Order of Police/New Jersey Labor Council Inc. (Rank and File), hereinafter referred to as the “Association.”

WITNESSETH:

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general Agreement covering wages, hours of work and other conditions of employment of uniformed and non-uniformed Police Officers (hereinafter referred to as “Officers” of the Department of Public Safety of the Borough of Hightstown) in the ranks of Police Officers and the assigned position of Detective.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Borough, as hereinafter defined, recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

- A. The Borough hereby recognizes the Association as the sole and exclusive representative of the following full-time uniformed and non-uniformed officers now employed or hereinafter employed by the Borough of Hightstown (hereinafter referred to as “Employees”) serving in the position of Patrol Officers and the assigned position of Detective. The recognition is for the purpose of collective bargaining, grievance resolution and related matters.
- B. This Agreement shall govern all wages, hours and other conditions of employment hereinafter set forth.
- C. This Agreement shall be binding upon the parties hereto and their successors, as permitted by law.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

- A. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of the parties. Unless otherwise delegated, the Mayor and Council of the Borough or their designee(s) and the President of the Association or his/her designee(s) or a representative of the Fraternal Order of Police/New Jersey Labor Council shall be the respective bargaining agent for the parties.
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

- C. Employees of the Borough who may be designated by the Association to participate in collective negotiations meetings called for the purpose of negotiation of the collective negotiations agreement will be excused from their work assignments, provided, however, that no more than two (2) employees shall be excused for the negotiations session.
- D. The State Trustee or alternate shall attend all State FOP meetings, while on duty, without loss of pay. The FOP shall provide the names of the trustee and alternate to the Borough and the Department annually in writing by January 15, and any change shall be provided in writing within ten (10) calendar days of such change. The Trustee or alternat will advise the Chief or designee in writing at least five (5) calendar days in advance of such meeting unless an emergency meeting is requested by the State President and the Chief is notified in writing immediately upon notification. The Borough will allow up to two (2) members of the bargaining unit to attend any and all State conventions of the New Jersey Fraternal Order of Police. while on duty and without loss of pay. The length of the convention shall be up to five (5) calendar days and the five (5) calendar days shall include all necessary travel time. Eligible employees may request from the Chief one additional travel day time in connection with a State convention with such time, if granted, being either without pay or requiring the use of vacation, personal or compensatory time. Approval for the one additional travel day will not be unreasonably withheld. The FOP will make any request for convention leave at least thirty (30) calendar days in advance in writing. Members on duty may attend lodge meetings, if the meetings are held in the Borough and they remain subject to the duty responsibilities. Members who are attending while on duty shall be subject to responding to any and all calls for service or other related matters.

- E. The Borough shall permit members of the Associations Grievance Committee (not to exceed three (3) to conduct the business of the Committee, which consists of conferring with employees and representatives of the Borough on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Department of Police or require the recall of off-duty policemen to bring the Department of Police up to it proper effectiveness.

ARTICLE III

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Borough nor the Association shall discriminate against any employee on the basis of race, sex, creed, color or national origin.

ARTICLE IV

MANAGEMENT RIGHTS

- A. The employees recognize that areas of responsibility must be reserved to the Borough to serve the public effectively. Therefore, the right to manage the affairs of the Borough and to direct the work forces and operations of the Borough, subject to the limitations of this Agreement, is vested and retained by the Borough, exclusively.
- B. The management and conduct of the business of the Borough and the direction of its work force are the rights of the Borough. The Borough shall have the right, subject to the terms

herein contained, to hire employees, to classify, assign, transfer and promote them, to discipline or discharge them for cause and in general to maintain discipline, order and efficiency consistent with the rules and regulations of NJSA Title 40 and Title 40A Statutes. The Borough reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of the business, provided that the same are not inconsistent with the terms of this Agreement, and provided further that such rules and regulations are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE V

ADMINISTRATIVE CODE, ADMINISTRATIVE MANUAL AND

RULES AND REGULATIONS

Notwithstanding anything contained herein to the contrary, the employees hereby recognized and agree that the administrative code, administrative manual of the Borough and the rules and regulations of the Department of Police of the Department of Public Safety of the Borough continue in full force and effect with respect to the employees as they presently exist, including any amendments thereto, and are operative as to the employees, unless specific provisions are set forth herein in contravention of the matters set forth therein in which the event of the provisions of this agreement shall prevail.

ARTICLE VI

STRIKES AND OTHER JOB ACTIONS

The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or take any other concerted action designed to illegally obstruct or disable the proper functions of the Borough, and employees agree to be bound by all such laws, as they now exist or as they may be modified or amended from time to time. Members of the bargaining unit who violate the provisions of this Article are subject to discipline, up to and including termination, based upon just cause.

ARTICLE VII

GRIEVANCE PROCEDURE

- A. In the event that any dispute, difference or grievance shall arise between the Borough and any employee or between the Borough and the Association regarding the interpretation and application of this Agreement, or regarding conditions of employment (including, but not limited to, the disciplining or discharging of employees), the parties involved in such dispute, difference or grievance shall first make a bona fide attempt at a settlement thereof by discussing the issue with his/her immediate Supervisor. If the issue cannot be resolved at this level, the grievance can be forwarded through the following procedure:

Step 1. The President of the Association or his/her duly authorized and designated representative shall present the grievance, in writing, to the Chief of Police. The Chief shall answer the grievance within ten (10) calendar days.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance within ten (10) calendar days, in writing, to the Commissioner of Police. This presentation shall set forth the position of the Association, and at the

request of either party, or the Commissioner, discussions may ensue. The Commissioner of Police shall answer the grievance, in writing, within ten (10) calendar days after receipt of the grievance setting forth the position of the Borough.

Step 3. If the grievance is not resolved at Step 2, or the Association has not received an answer to the grievance within the time set forth in Step 2, the grievance may be presented, in writing, to the Mayor. The final decision of the Mayor shall be presented, in writing, to the Association within fourteen (14) calendar days.

Step 4. A. If the grievance is not resolved at Step 3, or the Association has not received an answer from the Borough within the time set forth in Step 3, the Association or the Borough may submit the grievance to arbitration to the Public Employment Relations Commission (PERC) within fifteen (15) calendar days of the receipt of the Step 3 decision or the date upon which the Step 3 decision should have been rendered, whichever is earlier.

- B. The Borough or Association may submit to PERC for a panel of arbitrators. The parties will attempt to decide upon an arbitrator to hear the grievance. If the parties cannot mutually decide on an arbitrator within twenty (20) calendar days, one will be appointed by PERC according to its rules.
- C. The arbitrator shall be limited only to the issues submitted to said arbitrator. The arbitrator is without authority to add to or subtract any language or provisions from the Agreement between the parties. The decision of the arbitrator shall be binding subject to applicable law.

- D. The cost of the arbitrator's services shall be shared equally by both parties and each party shall bear its own costs.
- E. The only grievances which may be submitted to arbitration are those based on an allegation that there has been a violation of the terms of this Agreement.
- F. A grievance to be considered under this procedure must be initiated by the employee or by the FOP within twenty (20) calendar days of the date of its occurrence, or the time the employee or the FOP should reasonably have known of its occurrence. Failure to file within the timeline shall be considered an abandonment of the grievance. Any and all grievance actions must be filed within the appropriate contractual timelines, or it will be determined as untimely. If the Borough does not answer the grievance in a timely manner, it will be deemed denied and the Association may proceed to the next grievance step.

ARTICLE VIII
OFF DUTY EMPLOYMENT RATES

Members of the Department will be eligible for an increase in off duty pay, effective July 1, 2022 as follows:

- (1) Eighty-five Five (\$85.00) Dollars per hour, with a minimum obligation of four (4) hours pay, for all non-Borough/Board of Education and related entities off-duty activities/ events.
- (2) Eighty-five (\$85.00) Dollars per hour for all Borough and/or Board of Education activities/events and/or other related obligations including but not limited to Borough infrastructure, repairs and or maintenance performed by a Borough retained contractor , of which there shall be no minimum pay or time obligation.
- (3) One Hundred Five (\$105.00) Dollars per hour for every hour worked on an extra duty assignment, if said assignment lasts beyond eight (8) hours, except for Borough or Board of Education activities/events or other related obligations, for which the hourly rate shall remain at Eighty-five (\$85.00) Dollars per hour.
- (4) These rates shall remain in effect until, at very least, a new collective bargaining agreement is executed by both parties covering the period of January 1, 2026 and thereafter.
- (5) With the exception of Borough and Board of Education and related entities matters, if a job is cancelled with less than twelve (12) hours' notice and the cancellation is not weather related, the applicable officers will receive Eighty -Five (\$85.00) Dollars per hour for four (4) hours.

- (6) The rate will be One hundred five (\$105.00) per hour for all emergency off duty work which are requested with less than twenty-four (24) hours' notice. This rate will be limited to emergency off duty work for third party vendors and will not apply to Borough/Board of Education activities/events including but not limited to Borough infrastructure, repairs and or maintenance performed by a Borough retained contractor
- (7) All monies paid shall be less all applicable deductions.

ARTICLE IX

HOURS OF EMPLOYMENT AND SHIFT SCHEDULE

- A. Regular hours of employment shall not exceed eight (8) hours in a workday or twelve (12) hours if an officer is regularly assigned to a twelve (12) hour workday, in any twenty-four (24) hour period. For officers regularly assigned to twelve (12) hour shifts a work cycle is defined as a fourteen (14) consecutive day work period, during which the officer will regularly work not more than eighty-four (84) hours, consisting of seven (7) twelve (12) hour workdays. Officers regularly working an eight (8) hour day shall have a work week consisting of five (5) consecutive eight (8) hour workdays, Monday through Friday, in a seven (7) consecutive day week, for a forty (40) hour work week. All officers, regardless of shift schedules, shall have a regular work year of no more than two thousand eighty (2080) hours per calendar year, except for those officers working the Pitman schedule.
- B. Detectives and Administrative Officers work a regular forty (40) hour, seven (7) day work week, consisting of five (5) consecutive eight (8) hour days, Monday through Friday.
- C. In the event the Borough determines it is not satisfied, for any reason, with the Pitman schedule for patrol officers, the Borough will provide the FOP with a minimum of sixty

(60) days written notice that the Borough desire to revert to the shift schedule of two (2) days on, two (2) days off, two (2) days on, three (3) days of using twelve (12) hour shifts as it existed for patrol officers prior to January 1, 2007. The Borough and the FOP will meet to negotiate concerning the Borough's desire to revert to the prior schedule. If the FOP and the Borough have not reached an agreement on a new work schedule by the end of the minimum sixty (60) day notices period, the Borough may revert to the two (2) days on, two (2) days off, two (2) days on, three (3) days off, twelve (12) hour work day schedule. The prior schedule will be implemented using the same terms and working conditions as existed for that schedule prior to January 1, 2007. Should the schedule change, the additional fifteen (15) minutes of work time in each fourteen (14) day cycle shall be eliminated.

- D. Consistent with Section C above, it is understood that, absent an agreement between the FOP and the Borough to some alternative schedule, the only work schedules that can exist under this contract for officers regularly working twelve (12) hour shifts will be either the Pitman schedule or the work schedule in existence for patrol officers prior to January 1, 2007.
- E. Employees shall be given forty-eight (48) hours' notice of any change in the posted work schedule. If a change in the posted work schedule is within the forty-eight (48) hours' notice period, the employee will be entitled to three (3) hours overtime as compensation, except in case of a declared State of Emergency.
- F. The official of the Borough being in charge of the Department of Police may, in the case of an emergency as defined by the applicable statutes of the State of New Jersey, summon and keep on duty any and all members of the Department as such emergency shall desire.

In such event, the official having said authority shall first make a formal declaration of the nature and extent of the emergency and all members of the Department thus summoned or kept on duty shall be entitled to receive overtime pay, in accordance with the overtime pay schedule set forth in Article X, Section S, for all time worked over the regular hours of work per work day as defined in Section A of this Article.

ARTICLE X

COMPENSATION AND OVERTIME

- A. Whenever an employee is required to work any period of time in excess of the regular hours worked as defined in Article IX, herein, this additional time shall be considered overtime. Thus, if any employee is required to work for more than eight (8) hours, or twelve (12) hours if regularly assigned to a twelve (12) hour work day, in any twenty-four (24) hour period, this additional time works shall be considered overtime regardless of the total number of hours worked during that week except if that time is fifteen (15) minutes in the aggregate over the fourteen (14) day work cycle, it should not be considered overtime for those on the Pitman schedule. Additionally, if any employee regular working an eight (8) hour shift schedule is required to work for more than forty (40) hours in any one (1) week, or if any officer regularly assigned to a twelve (12) hour work day works more than eight-four (84) and fifteen (15) minutes in a fourteen (14) day work cycle for those on the Pitman schedule, the additional time worked shall be considered overtime regardless of the total number of hours worked during that work week or work cycle.
- B. As of January 1, 2007, for the purposes of computing the employee's hourly rate, the Borough shall take the employee's Base "C" as set forth in Article XI and shall divide this

salary by two thousand eighty (2080). This is the rate which shall be used for all salary computations which require the use of an hourly rate.

- C. The provisions of this Article are applicable for all overtime, regardless of the type or nature of work performed during the overtime.
- D. No employee shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by his commanding officer, such order, authorization or approval to be recorded and maintained with the records of the Department in a form to be determined by the Chief of Police and the Commissioner of Police and approved by the Borough.
- E. It is recognized that employees may be required to report in advance of the tour of starting time, for the purpose of muster at the commencement of a tour and to remain at the termination of a tour for the purpose of report making at the end of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period prior to the commencement of a tour or for a fifteen (15) minute period at the termination of a tour.
- F. The Chief of Police may hold quarterly meetings of the Department at a convenient time. Said meetings will be scheduled to occur on a fixed day in each calendar quarter, or on at least ten (10) days' notice. Additionally, the Chief or Director of Police may hold two (2) more meetings of the Department per calendar year, to be scheduled on at least ten (10) days' notice. Attendance at these six (6) meeting per calendar year shall be required and no compensation will be paid for attendance at these six (6) meetings. If additional meetings of the Department are scheduled, normal overtime rules apply.
- G. 1. Any officer required to report for duty after completion of a regular shift or prior to the start of his/her regularly scheduled shift shall receive additional compensation for three

hours minimum at time and one-half (1½) unless the period is contiguous to the employee's regularly scheduled shift, then he/she shall only be paid for the actual period worked with no minimum.

2. Normal and routine shift rotations and changes, and changes agreed upon between individual officers shall not entitle officers to such added compensation.

3. The Chief or designee reserves the right to have the employee work the full three (3) hours at minimum as referenced above, irrespective of the length of the period to be worked.

H. Overtime earned by employees shall be credited as earned and be paid the pay date following the date earned.

I. If an officer is on call at other than his/her normal shift, including but not limited to, court appearances and Borough events, he or she shall receive a minimum of two (2) hours pay at time and one half (1 ½). The Chief or designee reserves the right to have the employee work the full two (2) hours at minimum as referenced herein, irrespective of the length of the period to be worked.

J. Any officer required to work any overtime shall have the option to accept said overtime as payment in his/her next pay period or as compensatory time at rate of one and one half (1 ½) their regular hourly rate. Accrual of compensatory time will be capped at 84 hours total. Officers with more than 84 hours as of the date of execution of this agreement will be able to keep the additional hours but will not be able to accrue any additional hours. Compensatory time may be used with advanced notice and authorization from the Chief of Police but will not be permitted when it will create overtime.

- K. Detectives will be reimbursed for mileage at the IRS rate when subject to call-in when off duty.

ARTICLE XI

SALARY AND WAGES

- A. For the purposes of computing the employee's yearly salary, the Borough shall use the following formula:

Base "A" + Longevity = Base "B"

Base "B" divided by 2080 = Hourly rate for Holiday pay.

Holiday hourly rate x 104 holiday hours = Holiday Adjustment Value (HAV)

Base "B" + HAV + stipends = Base "C"

BASE "C" divided by 2080 = Current year's holiday pay rate.

Base "A" is set forth in Article XI, Section E

Base "B" is only used to calculate holiday pay.

Base "C" is the current year's salary.

- B. The parties agree to the new salary guide attached hereto as Appendix A.
- C. The parties agree to the step movement as set forth in the attached Appendix B.
- D. Officers assigned to head the Traffic Bureau and Detectives, who are on call 24/7, shall receive a stipend of Two Thousand (\$2,000.00) Dollars per year added to their pensionable base salary.
- E. All payments for College Credits/Incentive shall be removed from the Base "B" Salary and paid as one check at the end of the year.
- F. OIC Pay. Any officer designated as OIC by the Chief or Lieutenant for a shift shall receive Two Dollars Fifty Cents (\$2.50) per hour in addition to their normal rate of pay. This

hourly rate shall not be included in the overtime calculation. A designation by the Chief or Lieutenant shall be included on each payroll sheet.

ARTICLE XII

LONGEVITY PAY

- A. Effective January 1, 2015, each employee covered by this Agreement shall, in addition to his/her regular wages and benefits, be paid longevity increments based upon years of service with the Department of Police in accordance with the following schedule. Any current employee receiving the five (5) year longevity payment of Eight Hundred Fifty (\$850) Dollars will continue through their tenth (10th) year:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY</u>
After ten (10) years of service	\$1,800.00
After fifteen (15) years of service	\$2,600.00
After twenty (20) years of service	\$3,500.00
After twenty-four (24) years of service	\$4,400.00

- B. Each employee shall qualify for the longevity increment, based upon their longevity date, within the month which his/her longevity date falls. Time spent on suspension without pay status, upon a finding of guilty after final adjudication, or on leave without pay, except with regard to military service with the Armed Forces of the United States of American and scholarship leave, shall not be included in determining years of service. If, after adjudication, an employee is found not guilty on the charges specified against him/her, all time during such suspension shall be included in determining years of service.
- C. Any new Officers hired after March 20, 2015 will no longer receive longevity.

ARTICLE XIII

HOLIDAYS AND PERSONAL TIME

- A. The Association and Borough agree to recognize one hundred and four (104) hours of paid holiday time.
- B. It is recognized by both parties that by reason of Departmental business, employees of the Department are not able to be excused from working on holidays as are normally enjoyed by other Borough employees. Therefore, in lieu of receiving days off on holidays, each employee of the Department will receive one hundred and four (104) hours pay added into his/her regular salary, as set forth in the formula in Article XI.
- C. Any Detective working the Monday through Friday schedule shall be off on all Borough recognized Holidays. However, if a Detective is called in to duty from Monday through Friday on any holiday other than New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas, he/she shall not receive any additional compensation unless they work in excess of eight (8) hours when called into work. After they have completed eight (8) hours, all time after that will be at the overtime rate of time and one half (1 ½).
- D. Employees shall be entitled to twenty-four (24) hours off with pay annually for the purpose of conducting business of a personal nature. Such time off can be taken in minimum increments of two (2) hours. Employees shall notify the Borough or its designated representative in writing at least forty-eight (48) hours prior to the requested absence and such absence shall be subject to the Borough's approval, based upon manpower needs necessary to maintain shift strength in accordance with management requirements.

- E. If any of these holidays fall on Saturday, the officer shall receive the Friday immediately preceding the holiday off and the Monday immediately following if the holiday falls on a Sunday.

ARTICLE XIV

VACATIONS

- A. Vacations shall be determined as of the employee's anniversary. The increase in the number of vacation hours shall be prorated for the balance of the calendar year following the employee's anniversary date. For example, an employee who reaches his/her first (1st) anniversary date on July 1 will receive twenty-four (24) additional vacation hours (1/2 of 48 additional hours) for the period of July 1 to the end of the calendar year. The employee will receive the full amount of the increased vacation hours as of January 1 of the immediately following calendar year.
- B. All full time employees shall receive vacations based on the following schedule:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF VACATION HOURS</u>
Less than one (1) year	Forty-Eight (48) working hours due at end of the year
One (1) - Four (4) years	Ninety-Six (96) working hours
Five (5) – Ten (10) years	One Hundred Forty-Four (144) working hours
Eleven (11) – Sixteen (16) years	One Hundred Ninety-Two (192) working hours
Seventeen plus (17+) years	Two Hundred Sixteen (216) working hours

- C. The schedule of vacations shall be coordinated by the Chief of Police. Vacations shall be staggered so that efficient operation of the Police Department shall not be impaired.
- D. All employees covered under this contract may sell back a maximum of One Hundred Seventy-Five (175) hours of vacation per year and, with the approval of the Chief of Police or his/her designee, may carry over Sixty (60) hours of vacation into the succeeding year.

Any vacation carried over must be used in the next succeeding calendar year or it shall be forfeited.

ARTICLE XV

SICK LEAVE

- A. Employees and hereafter all persons becoming members of the Police Department shall accrue sick leave at the rate of ten (10) hours per month of service. Employees may sell back, per year, up to Seventy-Five (75) hours (which shall increase to One Hundred Twenty (120) hours effective calendar year 2020) of sick leave as long as the employee has a minimum sick leave bank of Three Hundred (300) sick leave hours accumulated after the sell back of the time occurs or the employee will be prohibited from selling back time in the following year. Sell back notification must occur in writing on or before November 30th of each year. Any time not utilized or sold back will be placed in the member's accrued sick leave bank. Employee shall be paid for those Seventy-Five (75) (One Hundred Twenty (120) hours starting calendar year 2020) after December 1 of that calendar year if he/she so chooses. The twenty-four (24) remaining hours shall be added to that employee's sick time bank. Officers hired after May 20, 2010 are not eligible for the sick leave sell back.
- B. (1) Sick leave may be used by employees who are unable to work because of personal illness, accident or exposure to contagious disease. Upon returning to work after missing four (4) or more consecutive workdays due to illness, the employee shall be required to present a doctor's certificate to the Police Chief or designee indicating that the employee was absent during that period and is fit to return to duty.

(2) Sick leave may also be used by an employee to care for an ill member of the employee's immediate family who resides in the employee's household. An employee using sick leave to care for an immediate family member shall be required to provide a doctor's certificate to the Police Chief or designee immediately upon returning to work after two (2) consecutive work days are missed which confirmed the need for care during that period.

(3) An employee may use up to sixty (60) hours of their annual one hundred twenty (120) hours of sick leave allotted within a calendar year without being required to produce a doctor's certificate for sick leave taken for themselves or to care for an immediate family member, so long as that sick leave does not violate the provisions of §B(1) and §B(2) above. After an employee has used more than sixty (60) sick leave hours in a calendar year for any reason, the employee shall be required to provide a doctor's certificate for each and every use of sick leave during the remainder of that calendar year regardless of whether the sick leave is used for the employee's absence or the care of an immediate family member.

(4) Any requirement to provide a doctor's certificate for sick leave taken prior to and/or after the use of vacation time, personal time, department mandated overtime, a Borough authorized holiday, training assignment and/or shift switch shall be determined by Department policy.

C. Upon resignation in good standing, any employee who has been a permanent employee for at least one (1) year, shall be entitled to pay for all accumulated unused sick leave of one hundred twelve (112) hours up to a maximum of Five Thousand (\$5,000.00) Dollars. The employee shall be paid at his regular pay rate for the year in which he resigned. Officers hired after May 20, 2010 are not eligible for sick leave sell back at resignation.

- D. Upon death, an employee who has been a permanent employee for at least one (1) year shall be entitled to pay for all accumulated unused sick leave up to a maximum of two hundred forty (240) hours. The employee shall have the right to designate, in writing, a beneficiary who shall receive pay for unused sick leave up to a maximum of two hundred forty (240) hours. In the event the employee fails to name a beneficiary or if the named beneficiary is deceased, the payment shall be made to the employee's estate. This provision will not apply to officers hired after May 20, 2010.
- E. (1) Upon retirement with twenty-five (25) years of continuous pension service, each employee may sell back any accumulated sick time to the Borough up to a maximum of Fifteen Thousand (\$15,000) Dollars.
- (2) The employee shall be paid at his/her regular pay for the year in which he/she retired. But, in any event, he/she shall not be entitled to any payment in excess of the maximum dollar amount of Fifteen Thousand (\$15,000) Dollars provided under the terms of this provision.
- F. Any officer who does not utilize any sick days in a calendar year will receive an additional 24 hours of pay. The use of leave time for a work related disability or work related injury shall not impact on the perfect attendance. The incurring of a sustained suspension will disqualify an officer from this incentive. The payment will be made at the rate of pay in place as of December 31 of the year in which perfect attendance was achieved. To be eligible for the perfect attendance incentive the officer must actually work for at least nine (9) months of the calendar year.

ARTICLE XVI

INJURY LEAVE

Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he/she shall be entitled to injury leave with full pay at the rate of pay in existence at the time of his/her injury, up to one (1) year commencing with the date of such injury, illness or disability, or until such time as he/she has been accepted for retirement by the Police and Fire Pension System. Any payments of temporary disability insurance by the Borough or its Worker's Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, the officer will be permitted to pursue any remedy for continuation of paid leave under state or federal law.

ARTICLE XVII

BEREAVEMENT LEAVE

- A. Employees shall be entitled to up to five (5) days funeral leave with pay from the date of death to the date of funeral or memorial service in the event of an immediate family member, defined as spouse, civil union partner, domestic partner, parent, mother-in-law, father-in-law, child, brother or sister, step-child, step-parent, or other relative who resides in the officer's household; or one (1) day with pay on the day of the burial or memorial service in the event of the death of an aunt, uncle, nephew, nieces grandparents or other in-laws of the employee. Bargaining unit members may extend their immediate family bereavement leave beyond the five (5) days through the voluntary use of vacation and/or personal leave and/or compensatory time. Said request must be in writing setting forth the number days requested and how much of each type of leave is being taken to accomplish same. The written request must be submitted to the Chief or his/her designee in advance

of the time requested and shall not be taken unless written approval of such request has been given by the Chief or his/her designee in advance of the requested leave period.

- B. No paid bereavement leave of any kind (immediate or non-immediate family) shall be given to a bargaining unit member while the bargaining unit member is on either workers' compensation leave and/or FMLA/FLA leave. No other paid leave time may be substituted for bereavement leave under the circumstances set forth above.
- C. In the event a death occurs during an officer's vacation, the officer shall be permitted to utilize bereavement leave, rather than vacation leave, for the funeral and/or memorial service.

ARTICLE XVIII

HOSPITAL AND MEDICAL INSURANCE

- A. The Borough shall provide, for all employees and their families covered by this Agreement, health insurance through the New Jersey State Health Benefits Program (SHBP). In accordance with same, all employees shall be enrolled in the New Jersey State Health Benefits Program (SHBP) as soon as possible, but no later than January 1, 2011. Coverage will include prescription drugs. The cost of the monthly premium shall be paid by the Borough and in accordance with New Jersey Chapter 78, P.L. 2011. Co-pays/deductibles/benefit levels are at the sole discretion of the New Jersey State Health Benefits Commission.
- B. Dental coverage is not paid for by the Borough. The Borough maintains a dental plan with Delta Dental for non-police employees. Officers and their dependents may participate in

that dental plan at their own expense and without expense to the Borough. No officer shall be denied the ability to participate in the dental plan provided it does not increase the cost of the plan to the Borough.

- C. Officers may be required to submit to a complete physical examination by the physician of his or her choice on an annual basis. The Borough shall pay the co-pay cost of such examination, where applicable. The officer shall cause the physician to have a general report of the examination forwarded to the Borough in which report the physician shall indicate in general terms the state of the officer's health and fitness to perform his or her duties. The Borough may, with reasonable cause, direct an officer to undertake more frequent physical examinations at its cost, and with its physicians.
- D. The Borough agrees to involve the FOP in any change or modification in health care benefits.
- E. Applicable retirees shall be covered by the provisions of Chapter 330.
- F. The provision of P.L. 2011, Chapter 78 as to health care premium contributions shall continue in effect for the duration of this Agreement for all current and future bargaining unit members.

ARTICLE XIX

DISABILITY AND INSURANCE PROGRAM

Employees shall be merged into the disability program previously established for other employees of the Borough of Hightstown.

ARTICLE XX

PROFESSIONAL LIABILITY INSURANCE

- A. The Borough agrees to obtain Professional Liability insurance to cover employees covered by this agreement. Coverage will be provided in the amount of \$250,000.00 per occurrence, but in no event more than \$500,000.00 annual aggregate coverage.
- B. The policy will pay on behalf of the police all sums, within the aforesaid limits, which said policeman shall become obligated to pay as damages because of (a) Personal Injury and (b) Bodily Injury, and the insurance carrier shall have the duty to defend any suit against a policeman seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent. Coverage will not apply to an injury sustained by any paid full or part time law enforcement officers; nor to willful violation of a penal statute or ordinance, or acts of fraud or dishonesty; nor to liability assumed by contract, nor to damage to property.
- C. The definition of personal injury is false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, libel, slander, defamation of character, violation of property rights, and assault (if committed while making or attempting to make an arrest or while resisting an overt attempt to escape before such person has been before a magistrate).

ARTICLE XXI

PENSIONS

The Borough and bargaining unit members shall be responsible for complying with existing State law as to pensions. Pension contributions will be deducted based upon each employee's Base C salary, or for detectives' Base C plus detective's stipend. Such salary shall include pay scale salary, holiday pay, longevity pay, as well as any and all stipends as prescribed under New Jersey State Statutes.

ARTICLE XXII

UNIFORM ALLOWANCE

- A. Each employee covered by this Agreement shall receive an annual clothing and clothing maintenance allowance in the amount of Eight Hundred and Fifty Dollars (\$850.00), less all applicable deductions, except for the detectives who shall receive Nine Hundred and Fifty Dollars (\$950.00), less all applicable deductions, every year. Payment of the clothing allowance is to be controlled by the Chief of Police or his duly designated representative. In the event of a major change of primary duty uniform, the initial cost of such additional clothing items shall be paid for by the Borough.
- B. The clothing allowance shall be used only for the purchase, repair, maintenance and cleaning of regulation uniform items, which employees are required to wear while on duty.
- C. If an employee's uniform or one (1) set of civilian clothes and/or prescription eyeglasses is torn or damaged beyond repair while the employee is in the course of performing his or her duties, it will be replaced at Borough expense, so long as the torn or damaged item beyond repair is turned into the Chief or designee before replacement and further subject to §G(1) below.
- D. Clothing allowance may be used for purchasing, cleaning, repairing and maintaining uniforms. Upon submission of receipts the employee will be reimbursed.
- E. The detective shall be allowed to use his or her clothing allowance to purchase only those types of civilian clothes which are suitable for wearing while on duty in place of his regulation uniform (e.g. sport jacket and slacks, suit, dress shoes, dress shirt and tie). Upon submission of receipts, the employee will be reimbursed.

- F. The Borough shall be responsible for providing, paying for and repairing and/or replacing body armor, as needed. Employees shall utilize body armor as part of their uniform.
- G. Leather gear and associated equipment shall be provided by the Borough as needed and shall not be charged to the employee's clothing allowance.
- H. The employee shall submit the item needing replacement for inspection by the supervisor in charge of uniforms and equipment. Said supervisor shall determine if replacement is necessary.

ARTICLE XXIII

USE OF PERSONAL VEHICLE

Employees shall receive whatever the current IRS mileage allowance is when they have to use their personal vehicles for actual duty, as assigned and approved by the Police Chief. Excluded from reimbursement is mileage used in connection with the basic police training program.

ARTICLE XXIV

POLICE OFFICERS' BILL OF RIGHTS

- A. All employees covered under this Agreement shall be entitled to the protection of this Article. The wide-ranging powers and duties given to the Department and employees on and off duty involve them in all manner of contacts and relationships with the public. Out of these contacts come many questions concerning the actions of members. These questions often require investigation by Superior Officers and an Internal Affairs Division or both. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated. In the

event of any conflict between the policies and procedures specified herein and any applicable New Jersey statutory provision, such statutory provisions shall control.

B. Prior to being interviewed regarding an investigation on criminal charges or citizen complaint which could lead to a suspension, demotion, dismissal or criminal charges, an employee shall:

1. Be informed of the nature of the investigation and whether he or she is a suspect, if and when known; informed of other information necessary to reasonably apprise him or her of the nature of the allegations of the Complaint.
2. Be afforded an opportunity and facilities to contact and consult privately with an attorney of his or her choosing or a representative of the Association or both.
3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation, or when criminal culpability is not at issue, advance notice shall be given to the officer not less than twelve (12) hours before the initial interview commences or subsequent written reports are required from the officer. Whenever an employee is under investigation or subjected to interrogation by the Borough for criminal charges or citizen complaints, which could possibly lead to a suspension, demotion, dismissal or criminal charges, such investigations or interrogatories shall be conducted under the following conditions:
 - a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.

- b. The investigation and interview shall take place at the Hightstown Borough Police Headquarters, or elsewhere if mutually agreed, unless the situation necessitates otherwise.
- c. The employee under investigation shall be informed, as soon as reasonably feasible, of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the investigation. All questions directed to the employee shall be asked by and through only such interrogators as are reasonably necessary under the situation and only one (1) interrogator at a time.
- 4. The employee under this investigation shall be informed of the nature of the investigation and he or she shall be informed of the names of all complainants unless such disclosure would jeopardize this investigation.
- 5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rests periods as are reasonably necessary.
- 6. The officer will be entitled to a representative of their choosing, who is readily available, present during the interview, provided the representative does not interfere with the interview.

The investigating officer or officers shall be required to advise the officer being investigated of this particular right.

- 7. The employee under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal or disciplinary action.
- 8. Any interrogation of an employee conducted at the police station, or if not at the police station, wherever feasible, shall be recorded and there shall be no unrecorded questions

or statements and the officer shall be afforded a copy upon his or her request and at his or her own expense.

9. If the employee under interrogation is under arrest, or if there is any possibility the employee is to be placed under arrest as a result of the interrogation, he or she shall be completely informed of his or her rights prior to the commencement to the interrogations.
 10. At the request of the employee under interrogation, he or she shall immediately have the right to be represented by counsel who shall be present at all times during such interrogation.
 11. The interrogation or interview shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject investigation.
 12. No officer shall be required to take any lie detector or other truth detecting test as a condition of the investigation interview, interrogation or of continued employment.
- C. 1. The officer, upon request, will be furnished with a copy of the report of the superior officer or of the Internal Investigation which will contain all material facts and accusations of the matter, subject to law and regulations of the State of New Jersey and the New Jersey State Attorney General internal affairs policies.
2. The officer will be furnished with the names of all witnesses and complainants who may appear against him/her or whose statements may be used against him/her.
- D. 1. When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and disciplinary order may be placed in the officer's Personnel File, subject to law regulations of the State and the NJ State Attorney General internal affairs policies.

2. No demotion, suspension or other monetary punitive measure, excluding dismissal, shall be taken against an officer unless taken in conformity with applicable New Jersey Statutory provisions.
 3. All regulations and laws of the State of New Jersey shall be adhered to.
- E. The Borough shall be governed by the New Jersey State Attorney General's internal affairs policies.

ARTICLE XXV

APPLICABLE LAWS

The provisions of this Agreement shall be subjected to and shall not annul or modify existing applicable provisions of Federal, State and local laws and ordinances or any properly enacted amendments, additions or deletions thereto, except as specifically permitted thereby.

ARTICLE XXVI

REIMBURSEMENT FOR TUITION AND BOOKS

The parties agree that police officers employed under the terms of the collective bargaining agreement, who have successfully completed the probationary period, shall be entitled to reimbursement for tuition and books for work-related college courses at a recognized New Jersey college or university, up to a maximum of Three Hundred and Fifty (\$350.00) Dollars per semester, and with a calendar year cap of Seven Hundred (\$700.00) Dollars.

To qualify for reimbursement, the officer must:

1. Prior to registering for the course, receive written approval from the Police Chief that the course is work related and eligible for reimbursement; and,

2. Receive a grade of B or better for the course.
3. The current practice of including payment for college degrees into the base salary shall cease. Payment for college degrees will be paid in one (1) lump sum on the first (1st) pay in December of each year of this contract as follows:

Associate's Degree	\$150.00
Bachelor's Degree	\$250.00
Master's Degree	\$350.00
Doctorate	\$450.00

ARTICLE XXVII

DURATION OF AGREEMENT AND RENEGOTIATIONS

The Borough and the FOP agree on the duration of the Agreement shall be a period for a period commencing January 1, 2022 and ending December 31, 2025. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the expiration date until the parties have mutually agreed to a successor agreement. The parties agree that they will enter into negotiations for a new agreement during the last year of the term of this agreement and within **sixty (60)** days of the request of either party to commence negotiations

ARTICLE XXVIII

ENTIRE AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties as to all terms and conditions of employment. This Agreement, in its entirety, contains all of the benefits employees are entitled to, regardless of any established past practices in existence prior to this Contract. During the term of this Agreement, neither party will

be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

IN WITNESS WHEREOF, the Borough of Hightstown has caused its corporate seal to be affixed hereto and attested by its Borough Clerk and these presents to be signed by its Mayor, and the Association has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be affixed the day and year first above written.

BOROUGH OF HIGHTSTOWN

ATTEST: _____
Margaret Riggio, Borough Clerk

Lawrence Quattrone, Mayor

DATE: _____

HIGHTSTOWN OFFICERS FOP LODGE
NO. 140 (RANK AND FILE)

ATTEST: _____

DATE: _____

APPENDIX B

Hightstown Borough and
FOP Lodge 140 POA
Officer Guide Movement

Moreno	Moved from Step 1 (\$54,121) to Step 2 (\$60,489) on March 24, 2022 Remain on old Step 2 (\$60,489) for 2022 Moves to New Step 3 (\$65,000) on Anniversary date in 2023 Moves to next step on anniversary date each year thereafter
Townshend	Moved from step 2 (\$60,489) to Step 3 (\$66,856) on May 20, 2022 Remain on old Step 2 (\$66,856) for 2022 Moves to new step 4 (\$70,000) on anniversary date in 2023 Moves to next step on anniversary date each year thereafter
Doell	Moved from Step 5 (\$80,651) to Step 6 (\$87,019) on February 1, 2022 Remain on old step 6 (\$87,019) for 2022 Moves to new Step 8 (\$90,000) on anniversary date in 2023 Moves to next step on anniversary date each year thereafter
Buck	Moved from Step 6 (\$87,019) to Step 7 (\$93,386) on May 15, 2022 Remain on Old Step 7 (\$93,386) for 2022 Moves to new step 9 (\$95,000) on January 1, 2023 Thereafter, moves to next step on January 1
Abbatemarco	Moves from Step 6 (\$87,019) to Step 7 (\$93,386) on June 15, 2022 Remain on Old Step 7 (\$93,386) for 2022 Moves to new step 9 (\$95,000) on January 1, 2023 Thereafter moves to next step on January 1
Mecca	Moves from Step 8 (\$97,067) on the old guide to Step 10 on the new guide (\$100,000) on September 2, 2022 Moves to Next Step (Step 11 \$105,000) on Anniversary Date in 2023, and on anniversary date each year thereafter.
Krupa/Esposito/Larsen	Moves to new step 12 retro to January 1, 2022 Thereafter move to off guide rate on January 1 each year thereafter.

APPENDIX A

2021		2022		2023		2024		2025	
Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary
Acad./Prob.	\$ 45,000.00	Acad/Prob	\$ 45,000.00	Acad/P	\$ 45,000.00	Acad/P	\$45,000.00	Acad/P	\$ 45,000.00
Step 1	\$54,121.00	Step 1	\$ 55,000.00	Step 1	\$55,000.00	Step 1	\$55,000.00	Step 1	\$ 55,000.00
Step 2	\$ 60,489.00	Step 2	\$ 60,000.00	Step 2	\$60,000.00	Step 2	\$60,000.00	Step 2	\$ 60,000.00
Step 3	\$ 66,856.00	Step 3	\$ 65,000.00	Step 3	\$65,000.00	Step 3	\$65,000.00	Step 3	\$ 65,000.00
Step 4	\$ 73,754.00	Step 4	\$ 70,000.00	Step 4	\$70,000.00	Step 4	\$70,000.00	Step 4	\$ 70,000.00
Step 5	\$ 80,651.00	Step 5	\$ 75,000.00	Step 5	\$75,000.00	Step 5	\$75,000.00	Step 5	\$ 75,000.00
Step 6	\$ 87,019.00	Step 6	\$ 80,000.00	Step 6	\$80,000.00	Step 6	\$80,000.00	Step 6	\$ 80,000.00
Step 7	\$ 93,386.00	Step 7	\$ 85,000.00	Step 7	\$85,000.00	Step 7	\$85,000.00	Step 7	\$ 85,000.00
Step 8	\$ 97,067.00	Step 8	\$ 90,000.00	Step 8	\$90,000.00	Step 8	\$90,000.00	Step 8	\$ 90,000.00
Step 9	\$100,988.00	Step 9	\$ 95,000.00	Step 9	\$95,000.00	Step 9	\$95,000.00	Step 9	\$ 95,000.00
Step 10	\$105,069.00	Step 10	\$ 100,000.00	Step 10	\$100,000.00	Step 10	\$100,000.00	Step 10	\$ 100,000.00
		Step 11	\$ 105,000.00	Step 11	\$105,000.00	Step 11	\$105,000.00	Step 11	\$ 105,000.00
		Step 12	\$ 110,000.00	Step 12	\$110,000.00	Step 12	\$110,000.00	Step 12	\$ 110,000.00
				Off guide	\$113,300.00	Off guide	\$113,300.00	Off guide	\$ 113,300.00
						Off guide	\$116,699.00	Off Guide	\$ 116,699.00
								Off guide	\$ 120,199.97

Resolution 2022-132

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

**AUTHORIZING PAYMENT NO. 16 - THE MUSIAL GROUP, P.A.
(ARCHITECTURAL AND CONTRACT ADMINISTRATION SERVICES FOR
MUNICIPAL FACILITIES LOCATED AT 230 MERCER STREET)**

WHEREAS, Resolution 2019-44, appointed the Musial Group as Architect and Contract Administrator for the municipal facilities project located at 230 Mercer Street; and

WHEREAS, Resolution 2019-44 also authorized concept design at a cost not to exceed \$40,000; and

WHEREAS, Resolution 2019-115, adopted on June 3, 2019, authorized the remainder of the project at a total cost not to exceed \$459,895.00; and

WHEREAS, Resolution 2020-40, adopted on January 21, 2020, amended the contract to not exceed \$472,895.00 without further authorization of the Governing Body; and

WHEREAS, Resolution 2020-153, adopted on August 3, 2020, amended the contract to not exceed \$511,995.00 without further authorization of the Governing Body; and

WHEREAS, the architect has submitted payment request No. 16 for professional services for May 29, 2022 – June 25, 2022 in the total amount of \$47,338.37.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the payment request to The Musial Group, P.A. of Mountainside, New Jersey in the amount of \$47,338.37, is hereby approved as detailed herein, and the CFO is authorized to issue same.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 5, 2022.

Margaret Riggio
Borough Clerk

Invoice

THE MUSIAL GROUP, p.a.
 architecture - planning - interior design
 191 Mill Lane
 Mountainside, New Jersey 07092

June 28, 2022
 Project No: 118719.02
Invoice No: 16
 TMG inv #2

Borough of Hightstown
 156 Bank Street
 Hightstown NJ 08520
Attention: Dimitri Musing, Borough Administrator

Project: 118719.02 HIGHTSTOWN MUNICIPAL BUILDING & POLICE SUBSTATION
Professional services May 29 2022 through June 25, 2022

Fee

Phase	Fee	Percent Complete	Earned	Current
Construction Documents	205,819.00	36.00	74,094.84	74,094.84
Bidding	10,000.00	0.00	0.00	0.00
Construction Administration	81,400.00	0.00	0.00	0.00
Total Fee	297,219.00	Total Earned	74,094.84	
		Previous Fee Billing	26,756.47	
		Current Fee Billing	47,338.37	
		Total Fee	\$47,338.37	

Total This Invoice \$47,338.37

Billings to date	Current	Prior	Total
Fee	47,338.37	26,756.47	74,094.84
Totals	47,338.37	26,756.47	74,094.84

Resolution 2022-133

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

**AUTHORIZING THE BOROUGH GRANT WRITER TO PREPARE AND SUBMIT
GRANT APPLICATION FOR NJ DCA AMERICAN RESCUE PLAN FIREFIGHTER
GRANT PROGRAM**

WHEREAS, the Borough of Hightstown wishes to file an application with the New Jersey Department of Community Affairs (NJDCA) for the FY2022 American Rescue Plan Firefighter Grant Program; and

WHEREAS, the Borough Council has authorized the Borough Grant Writer, Randy Gottesman, of CGP&H, LLC, to prepare and submit the application for the NJDCA American Rescue Plan Firefighter Grant Program, for an amount not to exceed \$6,500.00,

NOW, THEREFORE BE IT RESOLVED, that the Borough Grant Writer is hereby authorized to file an application with the New Jersey Department of Community Affairs for the FY2022 American Rescue Plan Firefighter Grant Program at a cost not to exceed \$6,500.00.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 5, 2022.

Margaret Riggio
Borough Clerk

PROPOSED PROFESSIONAL SERVICES AGREEMENT

2022 New Jersey Department of Community Affairs (DCA)

American Rescue Plan Firefighter Grant Program

THIS AGREEMENT made by and between the Borough of Hightstown, with principal offices located at 156 Bank Street, Hightstown, New Jersey, hereinafter referred to as "the Borough" and CGP&H, LLC, with principal offices located at 1249 South River Road, Suite 301, Cranbury, New Jersey, hereinafter referred to as "CGP&H."

WHEREAS, the Borough wishes to engage CGP&H to assist in the preparation of one (1) grant application to be submitted to the NJ DCA's American Rescue Plan Firefighter Grant Program consistent with the rules and regulations of that program, and in administering such projects the following shall apply:

I. CONSULTANT SCOPE OF SERVICES

- A. Preparation of FY2022 American Rescue Plan Firefighter Grant Program application for submission to the NJ DCA by the August 13, 2022 deadline. The goal of the application is to secure funding to provide first responders with proper protective gear, cleaning, and sanitization equipment
- B. Prepare all narratives, resolutions, public notices, as required by the program guidelines and coordinate Borough activities as related to same.
- C. Submit the required application packages and required attachments to the NJDCA SAGE Portal on or before the submittal deadline of August 13, 2022.

The total compensation of the services covered by the Agreement will not exceed \$6,500 billed hourly at a rate of \$145 per hour.

II. THE BOROUGH'S RESPONSIBILITIES

The Borough of Hightstown will provide and be responsible for the following, as necessary to assure the effective completion of the applications:

- A. With advice and assistance from CGP&H, prepare and execute any required resolutions.
- B. With advice and assistance from CGP&H, publish any required notices and file applicable certifications.
- C. Perform other duties as required to comply with the program regulations.

III. COMPENSATION

Payment of said fees shall be due upon the regular submission of vouchers. Such vouchers shall include the amount of time spent and services performed. Payment in full for invoices submitted is required within forty-five (45) days of billing date. The total compensation for professional services covered by the Agreement shall not exceed \$6,500 in professional fees billed hourly at a rate of \$145 per hour.

Any services of CGP&H not specified in this contract or performed within the ordinary course of its scope shall be covered by a subsequent contractual Agreement. Items which may require a subsequent contractual agreement include grant administration.

IV. TIME

The Agreement shall be in effect from the date of this agreement and shall continue for 90 days or until the maximum compensation under this Agreement is reached or unless the Agreement is otherwise amended.

It is understood and agreed that each of the parties to this Agreement shall have the option to terminate said Agreement at any time after thirty (30) days notice is given by either party to the other.

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

THE BOROUGH OF HIGHTSTOWN

CGP&H, LLC

Lawrence D. Quattrone
Mayor

Randall Gottesman, PP
President

Date

Date

Resolution 2022-134

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

RESOLUTION IN SUPPORT OF THE ABILITY OF MUNICIPALITIES TO ADOPT REGULATIONS TO PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE FROM THREATS OF FLOODING

WHEREAS, in recent years, residents have experienced more frequent and severe storms, which have caused increased flooding and flood damage in the municipality; and

WHEREAS, the increase of flooding events and flood damage threatens the public health, safety, and welfare, imposes economic damages to residents, and taxes municipal services that are forced to respond to increased flooding; and

WHEREAS, pursuant to N.J.A.C. 7:8-1.5(a), municipalities are permitted to impose additional or more stringent stormwater management requirements than the model ordinance promulgated by the New Jersey Department of Environmental Protection ("NJDEP");

WHEREAS, each municipality has unique situations that may require additional or more stringent regulations in order to be in full compliance with the controlling state and federal statutes, regulations, and permits, and in order to protect their residents from threats of flooding and flooding related damage; and

WHEREAS, the New Jersey Department of Community Affairs is considering proposed regulations that would further curtail a municipality's ability to protect its residents from the threat of flooding and flood related damage; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Brough of Hightstown, that it supports regulations that provide flexibility to municipalities to adopt additional and/or more stringent stormwater regulations, in order to allow municipalities to protect its residents from threats of flooding and flood damage;

BE IT FURTHER RESOLVED, that the Mayor and Council of the Brough of Hightstown opposes the continuation of any Residential Site Improvement Standard regulations that would limit a municipality's ability to establish more protective flood prevention and stormwater management regulations than the model ordinances promulgated by the NJDEP; and

BE IT FURTHER RESOLVED, that the Mayor and Council of the Brough of Hightstown requests the Governor and the state legislature take action to ensure that the Residential Site Improvement Standards do not limit a municipality's ability to protect its residents from the threat of flooding; and

BE IT FURTHER RESOLVED, that the Mayor and Council of the Brough of Hightstown requests the NJDEP to take whatever legal action available to ensure that a municipality's ability to protect its residents from flooding is not in any way impeded or restricted.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 5, 2022.

Margaret Riggio
Borough Clerk

Resolution 2022-135

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

**APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A
GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION FOR THE IMPROVEMENTS TO MAXWELL
AVENUE**

NOW, THEREFORE, BE IT RESOLVED that Council of the Borough of Hightstown formally approves the grant application for the above stated projects.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2023-Improvements to Maxwell Avenue-00066 to the New Jersey Department of Transportation on behalf of the Borough of Hightstown.

BE IT FURTHER RESOLVED that Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Hightstown and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 5, 2022.

Margaret Riggio
Borough Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

(Clerk) _____
Margaret Riggio, Borough Clerk

(Presiding Officer) _____
Lawrence Quattrone, Mayor

Resolution 2022-136

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	97,000.00	1,844,602.00	1,941,602.00
Capital Outlay – Current	0.00	0.00	0.00
Debt Service – Current	0.00	0.00	0.00
Water/Sewer	50,000.00	684,705.00	734,705.00
Capital Outlay – W/S	0.00	0.00	0.00
Debt Service - W/S	0.00	0.00	0.00
TOTAL	147,000.00	2,529,307.00	2,676,307.00

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 July 5, 2022.

Margaret Riggio
Borough Clerk

Borough of Hightstown
 Emergency Temporary
 7/5/2022

SCHEDULE "A"

Current Fund

Legal	Other Expenses	15,000.00
Police	Salaries and Wages	65,000.00
Fire Department	Other Expenses	5,000.00
Gasoline	Other Expenses	<u>12,000.00</u>
		.
Total Current Fund		<u>97,000.00</u>

Water-Sewer Operating Fund

Other Expenses	<u>50,000.00</u>
Total Water Sewer Operating	<u>50,000.00</u>

Total	<u><u>147,000.00</u></u>
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Resolution 2022-137

*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 July 5, 2022, via www.zoom.com, that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

Attorney Client Privilege

Contract Negotiations – Borough Administrator

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 October 5, 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 July 5, 2022.

Margaret Riggio
Borough Clerk