

Meeting Minutes
Hightstown Borough Council
March 7, 2022
6:30 p.m.

The meeting was called to order by Mayor Quattrone at 6:31 p.m. and he read the Open Public Meetings Act statement which stated, “Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was sent to the *Trenton Times* and the *Windsor-Hights Herald*, and is posted on the Borough website.” Do to COVID-19 and self-distancing protocols, this meeting was held remotely through www.zoom.com.

The flag salute followed Roll Call.

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

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

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Moved by Councilmember Fowler; Seconded by Councilmember Montferrat.

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

Agenda approved 5-0.

APPROVAL OF MINUTES – AS CONSENT

December 6, 2021 – Public Session, December 6, 2021 – Executive Session, December 20, 2021 – Public Session, December 20, 2021 – Executive Session, January 3, 2022 – Reorganization, January 3, 2022 – Public Session

Councilmember Misiura moved all minutes as a consent; Seconded by Councilmember Cicalese.

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

Minutes approved 5-0.

PUBLIC COMMENT

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

Eugene Sarafin, 628 South Main Street - Spoke about the war in the Ukraine. Stated that he feels that the LOSAP Program is abused and we should study and change the point system. Spoke against the Republican Party.

Tu Amigo Taxi - Stated that the company was late in submitting their application this year and is now unable to receive a company license since the Borough only issues licenses to 5 companies on a first come first served basis. Is requesting that Council permit a 6th company this year.

Wendy McDade, 125 South Street - Spoke in support of Tu Amigo Taxi. Questioned the roundabout that is being discussed tonight. Will this include signage? Will there be a traffic study done? Are we working with the Hightstown Police Department on this? If this is successful, will something more permanent be done?

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

ORDINANCES

Ordinance 2022-03 Public Hearing and Final Reading - 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.”

Mayor Quattrone opened the public hearing and the following individuals spoke:

Eugene Sarafin, 628 South Main Street - Can see a reason that this is needed. He supports this ordinance.

There being no further comments, Mayor Quattrone closed the public hearing.

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

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

Ordinance adopted 4-0 with 1 abstention.

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 Public Hearing and Final Reading – 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,”

Mayor Quattrone opened the public hearing and the following individuals spoke:

Eugene Sarafin, 628 South Main Street - Supports this ordinance.

There being no further comments, Mayor Quattrone closed the public hearing.

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

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

Ordinance adopted 5-0.

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.

~~mn.~~ 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 2022-62 Authorizing Payment of Bills

Moved by Councilmember Montferrat; Seconded by Councilmember Cicalese.

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

Resolution adopted 5-0.

Resolution 2022-62

*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 \$483,333.33 from the following accounts:

Current		\$365,691.63
W/S Operating		44,305.46
General Capital		61,535.88
Water/Sewer Capital		655.00
Grant		0.00
Trust		5,138.11
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		4,053.75
Escrow		<u>1,953.50</u>
Total		<u>\$483,333.33</u>

Resolution 2022-63 Authorizing the Borough Engineer to Provide Drawings for Roundabout Striping at the Intersection of Maxwell Avenue and East Ward Street

Moved by Councilmember Bluth; Seconded by Councilmember Fowler.

Councilmember Misiura explained that this was one of the problem intersections identified in the circulation study that the DOT did for us. This was their solution. One of the suggestions to address that intersection was a roundabout, and they indicated in that report that there was enough pavement there, that the roadway doesn't have to be modified to install the roundabout on a trial basis with paint, place the proper signage, and then determine if it works. I think it's a good point that we should get the police to set their speed readers out there and do an assessment afterwards to have some hard data to track this. Stated that he is fully in favor of this, and thinks a good opportunity, especially with the East Ward Street Bridge Project. Councilmember Cicalese stated that this came through the Complete Streets Committee and he thinks this is a good opportunity. Mayor Quattrone stated that he thinks its a great project and there is probably advantages to it. But in looking at the expenditures that we are going to have the next few years with the new lead line service mandated by the State without any funding, we are going to need to tighten our budgets. We are looking at a \$10,000,000 project and we really have no idea where the funding is coming from. We need to prioritize our projects. Discussion ensued. Council inquired if this could qualify for a Safe Routes to School Grant. Borough Engineer, Carmela Roberts stated that this would not qualify as Safe Routes to School money is specifically designated to help were elementary schools would be involved.

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

Resolution adopted 5-0.

Resolution 2022-63

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

**AUTHORIZING BOROUGH THE ENGINEER TO PROVIDE DRAWINGS FOR
ROUNDAABOUT STRIPING AT THE INTERSECTION OF MAXWELL AVENUE
AND EAST WARD STREET**

WHEREAS, the Complete Streets Committee of the Borough of Hightstown has suggested a roundabout at the intersection of Maxwell Avenue and East Ward Street; and

WHEREAS, at the Borough's request, Borough Engineer, Carmela Roberts, investigated the requirements for the roundabout as well providing Public Works with the necessary information to stripe the roundabout prior to considering construction; and

WHEREAS, the Borough Council wishes to authorize the Borough Engineer, Carmela Roberts, to provide Public Works with detailed drawings and stakeout survey for mark outs, if necessary, to use in marking the improvements prior to considering construction at a cost not to exceed \$3,500.00

NOW, THEREFORE BE IT RESOLVED, that the Borough Engineer is hereby authorized to provide Hightstown Borough Public Works with detailed drawings as detailed within at a cost not to exceed \$3,500.00.

Resolution 2022-64 Resolution Authorizing the Execution of an Agreement Between the Borough of Hightstown and the Township of Robbinsville to Share Municipal Court Facilities, Employees, Equipment and Supplies

Moved by Councilmember Bluth; Seconded by Councilmember Fowler.

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

Resolution adopted 5-0.

Resolution 2022-64

BOROUGH OF HIGHTSTOWN

*COUNTY OF MERCER
STATE OF NEW JERSEY*

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE BOROUGH OF HIGHTSTOWN AND THE
TOWNSHIP OF ROBBINSVILLE TO SHARE MUNICIPAL COURT
FACILITIES, EMPLOYEES, EQUIPMENT AND SUPPLIES.**

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

WHEREAS, N.J.S.A. 2B:12-1(c) provides that “two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court”; and

WHEREAS, the Borough of Hightstown (the “Borough”) is in need of facilities, employees, equipment and supplies (the “Facilities”, “Employees”, and “Equipment and Supplies”, respectively) in order to provide services (the “Services”) to effectively operate the Hightstown Borough Municipal Court in accordance with all statutory requirements and pursuant to the direction and oversight of the Assignment Judge of Mercer County; and

WHEREAS, the Borough and the Township of Robbinsville (the “Township”) have previously entered into Agreements in order to share facilities, employees, and equipment relating to their respective municipal court operations in accordance with N.J.S.A. 2B:12-1(c) in order to conserve resources and to provide for a more efficient and more economically sound municipal court system, while each municipality has maintained its right to appoint its own judge, and;

WHEREAS, the Borough and the Township (collectively, the “Parties”) wish to continue and build upon this existing relationship for Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, in accordance with the terms and conditions set forth in an “Agreement Between the Borough of Hightstown and the Township of Robbinsville to Share Municipal Court Facilities, Employees, Equipment and Supplies” (the “Agreement”), a copy of which is attached hereto and made a part hereof; and

WHEREAS, it is the intention of the Parties that the Agreement shall replace and supersede any and all prior agreements governing the sharing of Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, existing by and between the Parties as of the Effective Date of the Agreement; and

WHEREAS, the Governing Bodies of both the Borough and the Township find that it is in the best interests of the Parties to continue to collectively provide for and share the Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, under the terms and conditions referenced in the Agreement; and

WHEREAS, the Mayor and Council wish to approve the attached Agreement, and to authorize the Mayor and Municipal Clerk to execute the same on behalf of the Borough.

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 attached Agreement with the Township of Robbinsville to Share Municipal Court Facilities,

Employees, Equipment and Supplies, for the term referenced therein, is hereby approved, in accordance with the provisions of N.J.S.A. 40:65-1, *et seq.*

2. That the Mayor is hereby authorized to execute, and the Municipal Clerk is authorized to attest, the attached Agreement on behalf of the Borough.
3. That this Agreement is subject to the provision of adequate funds in the Borough's 2022 and 2023 budgets.
4. That this Agreement is subject to and contingent upon the approval of the Administrative Office of the Courts (the "AOC") and the Assignment Judge.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Dimitri Musing, Hightstown Borough Administrator;
 - b. Joy Tozzi, Robbinsville Township Administrator;
 - c. Police Chief Frank Gendron; and
 - d. Frederick C. Raffetto, Esq., Borough Attorney.

**AGREEMENT BETWEEN THE BOROUGH OF HIGHTSTOWN
AND THE TOWNSHIP OF ROBBINSVILLE TO SHARE MUNICIPAL COURT FACILITIES,
EMPLOYEES, EQUIPMENT AND SUPPLIES 2022-2023**

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

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

THE TOWNSHIP OF ROBBINSVILLE ("Robbinsville"), a municipal corporation of the State of New Jersey, with its principal offices located at 2298 Route 33, Robbinsville, New Jersey 08691.

(Hightstown and Robbinsville will be collectively referred to herein as the "Parties").

WITNESSETH:

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

WHEREAS, N.J.S.A. 2B:12-1(c) provides that "two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court"; and

WHEREAS, Hightstown is in need of facilities, employees, equipment and supplies (the "Facilities", "Employees", and "Equipment and Supplies", respectively) in order to provide services (the "Services") to effectively operate the Hightstown Borough Municipal Court in accordance with all statutory requirements and pursuant to the direction and oversight of the Assignment Judge of Mercer County; and

WHEREAS, Hightstown and Robbinsville have previously entered into Agreements in order to share

facilities, employees, and equipment relating to their respective municipal court operations in accordance with N.J.S.A. 2B:12-1(c) in order to conserve resources and to provide for a more efficient and more economically sound municipal court system, while each municipality has maintained its right to appoint its own judge, prosecutor and public defender; and

WHEREAS, the Parties wish to continue and build upon this existing relationship for Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, for the term referenced herein, in accordance with the terms and conditions set forth in the within Agreement, effective upon the following: (1) execution of the within Agreement; and (2) approval of the Administrative Office of the Courts (hereinafter, the “AOC”) and the Assignment Judge of the Superior Court of New Jersey, Mercer County Vicinage (hereinafter, the “Assignment Judge”), whichever occurs later; and

WHEREAS, the Governing Bodies of both Robbinsville and Hightstown find that it is in the best interests of the Parties to continue to collectively provide for and share the Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, under the terms and conditions referenced herein;

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

1. Provision of Space within the Robbinsville Municipal Court Building. Robbinsville shall provide Hightstown with space in the Robbinsville Municipal Court Building in which to conduct Hightstown’s Municipal Court (the “Facilities”) and the Parties agree to share the Facilities referenced herein, pursuant to N.J.S.A. 2B:12-1(c), in accordance with the terms and conditions set forth herein.

A. Judge’s Chambers. Each Party recognizes and understands that the area delegated as the Judge’s chambers is for the sole use of the Judge of each Party and the Court Administrator of Robbinsville. No other individual shall use that office without written approval from the Business Administrator of Robbinsville.

2. Provision of Staff within the Robbinsville Municipal Court Building.

A. Municipal Judge. Each Party shall appoint its own individual(s) to serve as municipal judge and shall be responsible for the direct and indirect expenses relating to the salary compensation thereof. If at any time during this Agreement the Parties agree to utilize the same individual(s) for municipal judge, a new agreement governing the terms of same shall be adopted by both municipalities and shall be submitted to the AOC and Assignment Judge for approval.

B. Municipal Prosecutor and Public Defender. The offices of municipal prosecutor and public defender for each Party shall be governed by Section 3 below.

C. Certified Court Administrator, Deputy Court Administrator and Violations Clerks. The offices of certified court administrator, deputy court administrator, and violations clerks for each Party shall be governed by Section 3 below.

- D. Security. While the Robbinsville and Hightstown Municipal Courts operate under COVID-19 protocols established by the New Jersey Judiciary, security for weapons screening at the entry of the courtroom prior to and during any court sessions held in-person, and within the courtroom during all in-person court sessions as per the approved court security plan, shall be provided by Robbinsville for Robbinsville court sessions and Hightstown for Hightstown court sessions. Upon the COVID-19 protocols being lifted and the Robbinsville and Hightstown Municipal Courts resuming full in-person sessions, Robbinsville shall be responsible for providing security for both Robbinsville and Hightstown Court sessions. Provisions of employment for security staff shall be governed by Section 3 below.
- E. Prisoner Transportation. Hightstown shall be responsible for the transport of all persons held in custody on warrants or summons and sentencing emanating from Hightstown. Robbinsville shall permit the temporary use of custodial facilities while court is in session.
- F. Designated Court Dates/Times. Robbinsville shall provide the use of its Facilities to Hightstown on the first and third Wednesdays of each month for sessions at 4:00 p.m. and 5:00 p.m., and the second and fourth Wednesdays of each month for sessions at 1:00 p.m., or at such times as mutually agreed to by the Parties.

3. Provision of Employees to Provide the Services.

A. Municipal Prosecutor and Public Defender.

- i. Robbinsville shall contract for and appoint a municipal prosecutor and public defender in accordance with all statutory requirements.
- ii. Within thirty (30) days of the execution of this Agreement by both Parties Hightstown shall appoint to its respective offices the municipal prosecutor and public defender appointed by Robbinsville.
- iii. The municipal prosecutor and public defender shall be considered contracted professionals of Robbinsville and Hightstown depending upon the municipal court same is appearing before during a particular session. Robbinsville shall be responsible for compensation to the municipal prosecutor and public defender in accordance with the terms and rates set forth in the applicable professional services agreements.
- iv. In return for the provision of the Services referenced herein, Hightstown agrees to pay to Robbinsville the per session cost, as set forth in the applicable professional services agreements, for each session the municipal prosecutor and public defender is appearing before the Hightstown Borough Municipal Court.

B. Certified Court Administrator, Deputy Court Administrator and Violations Clerks.

- i. Robbinsville shall provide the Services to Hightstown, through the use of the Robbinsville employees (“Robbinsville Employees”), in order to administer, manage and oversee all operations of the Hightstown Borough Municipal Court, in accordance with all statutory requirements and subject to the direction and oversight of the Assignment Judge of Mercer County.
- ii. The Robbinsville Employees shall have the powers and perform the duties of Certified

Court Administrator, Deputy Court Administrator, and Violations Clerk, respectively, in the same manner as if they were employed by Hightstown. These powers and duties shall include, but not be limited to, those set forth in N.J.S.A 2B:12-13, *et seq.*

- iii. The Robbinsville Employees shall maintain their full-time status as employees of Robbinsville and shall not be considered employees of Hightstown. Robbinsville shall be responsible for direct salary compensation to the Robbinsville employees and continue to pay all indirect expenses relating to salary compensation, including but not limited to payroll taxes, pension, worker's compensation, healthcare coverage, etc., for same (inclusively the "Costs").
- iv. The Services referenced herein shall be provided to Hightstown by Robbinsville, through the Robbinsville Employees, based upon a Sixty/Forty Percent (60%/40%) split, with Robbinsville being responsible for Sixty Percent (60%) of the Costs and Hightstown being responsible for Forty Percent (40%) of the Costs. In the event Robbinsville raises the salary of any of the Robbinsville Employees, Robbinsville shall notify Hightstown by December 1 of any such raise to take effect in the following year.

Additionally, for each hour worked by the Robbinsville Employees in excess of 35 total hours per week, on matters exclusive to the Hightstown Borough Municipal Court, the following hourly rates for 2022 shall apply: \$33.98 for the Certified Court Administrator, \$28.02 for Deputy Court Administrator, and \$20.88 and \$19.23, respectively, for Violations Clerks. In the event Robbinsville raises the salary of any Robbinsville Employees, these hourly rates shall increase accordingly.

- v. It is understood that the Robbinsville Employees are not being appointed by Hightstown, but rather, their services as Certified Court Administrator, Deputy Court Administrator, and Violations Clerks are controlled by this Agreement.

C. Security. While the Robbinsville and Hightstown Municipal Courts operate under COVID-19 protocols established by the New Jersey Judiciary, Robbinsville police officers shall provide court security for all sessions of the Robbinsville Township Municipal Court and Hightstown police officers shall provide court security for all sessions of the Hightstown Borough Municipal Court as per the approved court security plan. Upon the COVID-19 protocols being lifted and the Robbinsville and Hightstown Municipal Courts resuming full in-person sessions, Robbinsville shall be responsible for providing security for both Robbinsville and Hightstown Court sessions as follows:

- i. Robbinsville shall provide to Hightstown, through the use of Robbinsville Employees, security for weapons screening at the entry of the courtroom prior to and during, and within the courtroom during all court sessions of the Hightstown Borough Municipal Court as per the approved court security plan ("Security Services").
- ii. The Robbinsville Employees, consisting of a bailiff and court officer, shall have the powers and perform their security duties in the same manner as if they were employed by Hightstown.
- iii. The Robbinsville Employees shall maintain their status as employees of Robbinsville and shall not be considered employees of Hightstown. Robbinsville shall be responsible for direct salary compensation to the Robbinsville Employees and continue to pay all indirect

expenses relating to salary compensation, including but not limited to payroll taxes, pension, worker's compensation, healthcare coverage, etc., for same (inclusively the "Costs").

- iv. The Security Services referenced herein shall be provided to Hightstown by Robbinsville, through the Robbinsville Employees, for each session of the Hightstown Borough Municipal Court. Hightstown shall be responsible for all of the Costs accrued during each session, based upon the hourly rates then applicable to the Bailiff and Court Officer. These hourly rates do not include indirect expenses, which Hightstown shall be responsible for in addition to the direct hourly rate. In the event Robbinsville raises the salary of any Robbinsville Employees, these hourly rates shall increase accordingly.
- v. It is understood that the Robbinsville Employees are not being appointed by Hightstown, but rather, their services are controlled by this Agreement.

4. Provision of Equipment and Supplies.

- A. Robbinsville shall provide the necessary Equipment and Supplies to Hightstown in order to allow Hightstown to effectively operate the Hightstown Borough Municipal Court
- B. In return for the provision of the Equipment and Supplies referenced herein by Robbinsville to Hightstown, Hightstown agrees to pay Forty Percent (40%) of the costs associated with the provided Equipment and Supplies.
- C. For any equipment and supplies that are Court-specific, including but not limited to letterhead and envelopes, the Party whose court the Court-specific equipment and supplies are for is responsible for procuring same and shall pay One Hundred Percent (100%) of the costs associated with such equipment and supplies.
- D. For purchases of equipment that shall be used by each Party and are expected to exceed Six Thousand Dollars (\$6,000.00) each Party agrees to split the cost of same equally. Robbinsville shall initiate the purchasing process and shall allow Hightstown an opportunity to review the proposed purchase and approve of same prior to making such purchase.

5. Bank Accounts. In accordance with N.J.S.A. 2B:12-1, *et seq.*, the Parties each will maintain their own general and bail account. These accounts will be maintained according to standardized financial procedures established to process and track all monies received in the municipal courts. The Parties will receive and appropriately distribute all fines generated by all cases on their respective dockets. Robbinsville and Hightstown will maintain dedicated funds in accordance with the Parking Offenses Adjudication Act (POAA) and Alcohol Education Rehabilitation and Enforcement (DWI) Act, which will be made available to their respective Municipal Courts.

6. Liabilities. Any liability associated with or concerning Robbinsville or Hightstown determined to exist prior to or after the Effective Date of this Agreement shall be the sole responsibility of the Party that incurred such liability.

7. Caption. In accordance with N.J.S.A. 2B:12-1, *et seq.*, the identities of the individual courts shall continue to be expressed in the captions of orders and process.

8. Term. The term of this Agreement shall commence on January 1, 2022 (the "Effective Date") and terminate on December 31, 2023, or the date upon which the Parties execute a new agreement governing the subject matter hereof, whichever occurs sooner.

9. Consideration.

- A. During the term of this Agreement Hightstown shall pay to Robbinsville a quarterly fee of Eighteen Thousand Dollars (\$18,000.00) for use of the Facilities.
- B. During the term of this Agreement payment shall be made by Hightstown to Robbinsville for the Robbinsville Employees on a quarterly basis, in accordance with invoices provided by Robbinsville to Hightstown, which detail(s) the number of hours performed by the Robbinsville Employees for Hightstown during the prior quarter, and based upon the provisions of Section 3 above.
- C. During the term of this Agreement payment shall be made by Hightstown to Robbinsville for the Equipment and Supplies on a quarterly basis, in accordance with invoices provided by Robbinsville to Hightstown based upon the provisions of Section 4 above.
- D. Administrative Fee. Hightstown shall pay to Robbinsville a quarterly fee of Three Thousand Dollars (\$3,000.00) as consideration for administration of the provisions of this Agreement.
- E. Payment by Hightstown to Robbinsville shall be made within thirty (30) days of the date of each invoice or the next business day if the thirtieth day falls on a weekend or holiday designated by Robbinsville.
- F. Robbinsville, based upon its best available information and knowledge, shall provide to Hightstown by December 1, an estimate of the total payment to be made by Hightstown under this Agreement for the following year.

10. Hold Harmless/Indemnification.

- A. Hightstown shall defend, hold harmless and indemnify Robbinsville, its officers, employees and agents, from and against any and all fines, claims and losses, of whatever nature or type, arising out of or in connection with the provision of the Facilities, Employees, Equipment and Supplies under this Agreement by Robbinsville to Hightstown, to the extent permitted by law. This provision specifically excludes liability imposed under workers compensation and employment practices insurance; it being the intention of the Parties that each Party shall be responsible for providing workers compensation benefits to its own employees and that each Party would defend against an employment practice claim brought by its own employee. This provision shall also exclude punitive damages and damages as a result of the gross negligence or willful or wanton conduct of any Robbinsville officers, employees or agents.
- B. Each Party shall notify the other if any event occurs which requires or which may require defense and/or indemnification under this Agreement. Hightstown shall provide Robbinsville with legal counsel satisfactory to Robbinsville, which consent shall not be unreasonably withheld, to defend against any such claim or proceeding which may be brought against Robbinsville, its officers, employees and agents, to whom this Section applies. Hightstown shall pay, satisfy and discharge any judgment, settlement, compromise, order, or decree, which may be recovered against Robbinsville, its officers, employees and agents, to whom this Section applies. This provision specifically excludes liability imposed under workers compensation and employment practices insurance; it being the intention of the Parties that each Party shall be responsible for providing workers compensation benefits to its own employees and that each municipality would defend against an employment practice claim brought by its own employee. This provision shall also exclude punitive damages and damages as a result of the gross negligence or willful or wanton conduct of any Robbinsville officers, employees or agents.

11. Insurance. It is recognized and understood that Robbinsville and Hightstown each participate in a Joint Insurance

Fund (“JIF”). Final approval of this Agreement by the Parties is subject to each obtaining insurance coverage satisfactory to the respective JIFs. Each Party agrees to name the other as an additional insured party on any insurance policies that it separately maintains. Each Party shall provide the other with a Certificate of Insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event that either Party ceases to participate in a JIF, then such Party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other Party.

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

13. Communications Between the Parties.

A. Communications between the Parties regarding the provision of the Facilities, Employees, Equipment and Supplies under this Agreement shall be directed to the Business Administrator of the respective Party; however, nothing contained within this paragraph shall prevent the Business Administrator or Mayor of either Party from contacting their counterpart for the other Party with information or suggestions regarding the Facilities, Employees, Equipment and Supplies provided hereunder.

B. The Parties agree to meet at least annually to discuss the provision of the Facilities, Employees, Equipment and Supplies under this Agreement, the costs associated with the same, and any other matters that are relevant to the within Agreement.

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

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

A. The designated municipal representative for Robbinsville is:

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

B. The designated municipal representative for Hightstown is:

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

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

17. Venue. Any dispute regarding the terms of this Agreement shall be venued in New Jersey Superior Court,

Mercer County.

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

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

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

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

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

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

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

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

DISCUSSION

LOSAP

Mayor Quattrone explained that it has been brought to our attention that East Windsor pays more LOSAP per firefighter than Hightstown. Councilmember Misiura stated that he does not fully understand how this is credited. We need to look at this further and address this accordingly. Borough Administrator, Dimitri Musing stated that changes can be made through ordinance. Mayor Quattrone asked Mr. Musing to do some research about the process and what neighboring municipalities are doing for their LOSAP.

Lead Line Service Replacement

Mr. Musing explained that this law was enacted in July, 2021, signed by Governor Murphy. It requires all drinking water systems across the state of New Jersey, to inventory their service lines to come up with a plan to notify residents of potential presence of lead in their service lines. And then a plan for the replacement of all led and galvanized lines from the main in the road all the way to the inside of the house. This has to be done within the next 10 years.

Budget Meeting Dates

Discussion ensued regarding scheduling of budget workshop meetings. Council agreed upon March 24 and March 31 at 6:30 p.m. via zoom.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Fowler

Plans for the Memorial Day Parade are underway. Invitations are ready to go for participants and invitees and road closure permits have been submitted.

Borough Clerk, Peggy Riggio

All dog, cat and food licenses that have been received have now been processed. Working with Councilmember Fowler on the Memorial Day Parade.

Mayor Quattrone spoke with the representative from Tu Amigo Taxi. He explained that the company missed the early renewal deadline. By the time their application was submitted (after January 1st) all five (5) taxi licenses had been accounted for. Mayor Quattrone explained that we have had companies in the past inquire about company licenses and were told that there were not any available. Mayor Quattrone concluded by informing Tu Amigo Taxi that Council would not be changing the ordinance to allow for a 6th company license. He further stated that Tu Amigo was allowed to drop off fares in the Borough but under no circumstance were they allowed to pick up fares.

EXECUTIVE SESSION

Resolution 2022-65 Authorizing a Meeting that Excludes the Public

Moved by Councilmember Bluth; Seconded by Councilmember Cicalese.

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

Resolution adopted 5-0.

Resolution 2022-65

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

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

Contract Negotiations – Animal Control

Contract Negotiations – Police and Court Facilities

Contract Negotiations – Stockton Street Sidewalks

Contract Negotiations – Police Building Lease

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 June 7, 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 Montferrat moved to adjourn to Executive Session at 7:42 p.m.; Seconded by Councilmember Cicalese. All ayes.

Council returned to public session at 8:21 p.m.

ADJOURNMENT

Councilmember Bluth moved to adjourn at 8:22 p.m.; Councilmember Cicalese seconded. All ayes.

Respectfully Submitted,



Margaret M. Riggio
Borough Clerk

Approved by Hightstown Borough Council: **August 1, 2022**