

**Meeting Minutes
Hightstown Borough Council
June 20, 2022
6:30 p.m.**

The meeting was called to order by Mayor Quattrone at 6:32 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; Fred Raffetto, Borough Attorney and George Lang, CFO;

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Moved by Councilmember Cicalese; Seconded by Councilmember Misiura.

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

Agenda approved: 4-0.

PUBLIC COMMENT

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

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

ORDINANCES

Ordinance 2022-13 First Reading and Introduction An Ordinance Establishing a New Traffic Restriction and

Amending and Supplementing Article 7-1, Entitles “On-Street Traffic Regulations,” of Chapter 7, “Traffic,” of “The Revised General Ordinances of the Borough of Hightstown”, In Order to Establish a New Section 7-1-29 Thereof to be Known as “No Passing in Bike Lanes”

Moved for introduction by Councilmember Bluth; Seconded by Councilmember Jackson

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

Ordinance introduced 4-0.

Public hearing scheduled for July 5, 2022.

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.

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

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

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

Ordinance introduced 4-0.

Public hearing scheduled for July 5, 2022.

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.

Exhibits A and B attached hereto and made part thereof.

RESOLUTIONS

Resolution 2022-119 Authorizing Payment of Bills

Moved by Councilmember Bluth; Seconded by Councilmember Cicalese.

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

Resolution adopted 4-0.

Resolution 2022-119

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

AUTHORIZING PAYMENT OF BILLS

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the bills be paid on audit and approval of the Borough Administrator, the appropriate Department Head and the Treasurer in the amount of \$937,203.12 from the following accounts:

Current		\$849,887.21
W/S Operating		57,924.94
General Capital		26,855.47
Water/Sewer Capital		0.00
Grant		0.00
Trust		0.00
Unemployment Trust		0.00
Animal Control		0.00
Law Enforcement Trust		0.00
Tax Lien Trust		0.00
Public Defender Trust		0.00
Housing Trust		0.00
Escrow		<u>2,535.50</u>
Total		<u>\$937,203.12</u>

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

Moved by Councilmember Jackson; Seconded by Councilmember Bluth.

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

Resolution adopted 4-0.

Resolution 2022-120
BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

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

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

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

- That the presence of lead in drinking water represents a threat to the public health, especially the health and development of New Jersey’s children;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Moved by Councilmember Bluth; Seconded by Councilmember Cicalese.

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

Resolution adopted 4-0.

Resolution 2022-121
BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

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

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

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

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

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

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

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

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

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

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

WHEREAS, 219 WMR, LLC has submitted a written letter of intent to Hightstown, dated June 2, 2022, to

purchase the Property, a copy of which is attached hereto as Exhibit A; and

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

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

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

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

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

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

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

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

CONSENT AGENDA

Councilmember Cicalese moved Resolutions 2022-122, 2022-123, 2022-124, 2022-125 and 2022-126 as a Consent Agenda; Councilmember Bluth seconded.

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

Resolutions adopted 4-0.

Resolution 2022-122

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

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

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

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

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

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

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

Resolution 2022-123

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

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

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

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

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

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

Resolution 2022-124

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

AUTHORIZING PURCHASE OF CONCRETE BARRIERS

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

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

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

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

Resolution 2022-125

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

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

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

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

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

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

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

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

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

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

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

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

Resolution 2022-126

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

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

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

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

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

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

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

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

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

Schedule "A"

Current Fund

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

Water-Sewer Operating Fund

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

Total		<u><u>158,820.00</u></u>
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DISCUSSION

Solterra Recycling Contract

Mr. Musing stated that a new 5-year contract with Solterra has been signed. The new recycling carts have arrived and they are currently being distributed to residents. There has been requests for additional carts. Mr. Musing has spoken to Solterra and they would be able to accommodate the pick up of extra carts. Mr. Musing stated that we should settle into the new contract but would Council want to allow residents to purchase additional carts. The cost would be \$95 annually paid once per year. Discussion ensued. Council agreed that it might be a good idea to allow the purchase of an additional cart for residents who request this. Once we are settled into the new contract, The Borough Administrator and the Borough Clerk can look to implement this program.

Personnel Policy - Education Agreement.

Mr. Musing stated that the current policy of the Borough paying for education for employees is that the Borough will pay for education classes. If the employee remains employed for 12 months following the completion of any course the repayment is relived. If the employee terminates their employment, the full amount of the course is due to the Borough. Mr. Musing stated that he believes that the Borough is not getting the proper return on our investment with this policy. Discussion ensued. It was agreed that the policy would be amended as follows: Following the completion of any education course, the employee must remain employed by the Borough for 2 years for amounts up to \$5,000 and 3 years for anything over \$5,000 in order to have their repayment relived.

Personnel Policy – Compensation of Overtime

Mr. Musing stated that the current wording in the personnel policy states that “Employees may be compensated for overtime work at 1½ times their normal hourly rate when such overtime work has been scheduled in writing by the department head and authorized in writing by the Borough Administrator. In all instances, however, overtime

compensation shall commence only after the employee has worked forty (40) hours. Hours worked shall not include sick time used in the pay period.” Mr. Musing suggested that the “shall not include sick time used in the pay period” be deleted. Discussion ensued. Council agreed with Mr. Musing’s suggestion. Both the employment agreement changes and compensation of overtime changes will be approved by resolution at the next meeting.

Budget Meeting Dates

Council scheduled the next Budget Workshop Meeting for June 30th at 6:00 pm via www.zoom.com.

SUBCOMMITTEE REPORTS

The Bridge Sub-committee will be meeting this Thursday.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Misiura

Planning Board – There was no Planning Board meeting this month.

Excited to see Fun Fridays return. Hightstown is becoming a lively place on the weekends.

Councilmember Cicalese

Parks & Recreation – Fun Friday was a big success. It’s good to see it back downtown.

Councilmember Bluth

Fun Friday – Great to see Fun Fridays back. There were a lot of people in attendance.

Cultural Arts Commission – They are in the process of planning events for August and September.

Harvest Fair – Taking place October 1st. All the vendor space is almost sold out.

Borough Administrator, Dimitri Musing

AWWTP – Letters are being sent to S3 & S4 operators. Hopeful we will receive some qualified applicants to replace Bill Searing as Superintendent upon his retirement at the end of the year.

FEMA – Working to close out all of our open projects.

Borough Clerk, Peggy Riggio

Bulk stickers – Price per sticker increased to \$10 as of June 1st. Haven’t had any residents surprised or upset with the increase.

Parking Permits – Current permits will expire June 30th. Renewals have been mailed to current permit holders.

Mayor Quattrone

Downtown - Downtown looks beautiful as always.

Police Department - Thanked our Police Department for doing a wonderful job.

Fun Friday – It is nice to see families downtown again.

Taxes – Council is continuing to work to lower taxes.

EXECUTIVE SESSION

Resolution 2022-127 Authorizing a Meeting that Excludes the Public

Moved by Councilmember Cicalese; Seconded by Councilmember Bluth.

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

Resolution adopted 4-0.

Resolution 2022-127

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

AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on June 20, 2022, via www.zoom.com, that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

Contract Negotiations – FOP Superior Officers & Rank and File

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public September 20, 2022, or when the need for confidentiality no longer exists.

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

Adjourn to Executive Session

7:14 p.m. Moved by Councilmember Cicalese; Seconded by Councilmember Bluth. All ayes.

Council returned to public session at 7:47 p.m.

ADJOURNMENT

7:48 p.m. Moved by Councilmember Misiura; seconded by Councilmember Cicalese. All ayes.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Margaret Riggio".

Margaret Riggio
Borough Clerk

Approved by Hightstown Borough Council: October 18, 2022

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.
- e. To the best of Seller's knowledge, information and belief, there is no asbestos on the Premises.
- f. To the best of Seller's knowledge, information and belief, there is no pending or threatened claim, action, complaint, notice of violation or proceeding by any governmental authority or third party respecting the Premises arising out of any violation or alleged violation of any Environmental Law.
- g. To the best of Seller's knowledge, information and belief, the Premises is in compliance with all Environmental Laws.
- h. Seller does not have knowledge of any pending or threatened actions or proceedings before any court or administrative agency which will materially adversely affect the ability of Seller to perform Seller's obligations under this Agreement.
- i. Seller does not have knowledge of, or reason to believe that there are, grounds for the filing of a lien against the Premises pursuant to the New Jersey Spill Compensation and Control Act (N.J.S.A. 58:10-23.11, et seq.).
- j. Seller does not have knowledge of any pending foreclosure action or similar proceeding affecting the Premises or any portion thereof.
- k. Seller does not have knowledge of any legal actions, suits, or other legal or administrative proceedings, pending or threatened against the Premises, nor that any such action, suit, proceeding or claim has been threatened or asserted against Seller or the Premises, nor that there is any proceeding pending or presently being prosecuted for the reduction of the assessed valuation of taxes or other impositions payable in respect of any portion of the Premises.
- l. Seller does not have any knowledge that there are any uncured violations of federal, state, or municipal laws, ordinances, orders, regulations, or requirements affecting any portion of the Premises, including, without

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

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

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

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

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

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

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

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

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

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

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

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

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

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

None of the foregoing representations shall survive closing of title.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED AND AGREED TO BY:

Witness or Attested by:

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

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