

**Meeting Minutes
Hightstown Borough Council
July 5, 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 Jackson; Seconded by Councilmember Bluth.

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

Agenda approved 5-0.

APPROVAL OF MINUTES

February 22, 2022 – Public Session

Moved by Councilmember Bluth; Seconded by Councilmember Cicalese

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

Minutes approved 5-0.

February 22, 2022 – Executive Session

Moved by Councilmember Bluth; Seconded by Councilmember Fowler.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Jackson and Misiura 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 gun laws and the shooting in Illinois this weekend. Spoke about religion and government. Stated that we need to come together to survive in democracy and stop the cruelty.

Sophie Glovier, The Watershed Institute – Spoke in support of Resolution 2022-134.

Todd Frantz, 214 Morrison Avenue – Chair of the Hightstown Borough Environmental Commission. Stated that the Environmental Commission supports Resolution 2022-134.

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

George Lang, CFO joined the meeting at this time.

ORDINANCES

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

The Mayor opened the public hearing for Ordinance 2022-13 and the following individuals spoke:

Eugene Sarafin, 628 South Main Street – Stated that he appreciates passing this ordinance. It will protect cyclists.

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

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

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

Ordinance adopted 5-0.

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

The Mayor opened the public hearing for Ordinance 2022-14 and the following individuals spoke:

Eugene Sarafin, 628 South Main Street – Stated that he is impressed we received that much money for that property. Supports the sale.

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

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

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

Ordinance adopted 5-0.

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.

RESOLUTIONS

Resolution 2022-128 Authorizing Payment of Bills

Moved by Councilmember Cicalese; Seconded by Councilmember Fowler.

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

Resolution adopted 5-0.

Resolution 2022-128
BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING PAYMENT OF BILLS

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the bills be paid on audit and approval of the Borough Administrator, the appropriate Department Head and the Treasurer in the amount of \$171,899.84 from the following accounts:

Current		\$86,040.33
W/S Operating		66,129.07
General Capital		14,829.75
Water/Sewer Capital		2,539.75
Grant		632.44
Trust		0.00
Unemployment Trust		0.00
Animal Control		0.00
Law Enforcement Trust		0.00
Tax Lien Trust		0.00
Public Defender Trust		0.00
Housing Trust		0.00
Escrow		<u>1,728.50</u>
Total		<u>\$171,899.84</u>

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

Moved by Councilmember Bluth; Seconded by Councilmember Misiura.

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

Resolution adopted 5-0.

Resolution 2022-129

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

**AMENDING THE PERSONNEL POLICY MANUAL
OF THE BOROUGH OF HIGHTSTOWN**

WHEREAS, The Borough Administrator has recommended that the Borough amend the Personnel Policy

Manual to reflect updated policy changes for Borough Employees; and

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

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

8-11 Continuing Education.

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

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

Notwithstanding the foregoing, employees advanced such costs, as discussed above, can be relieved of the obligation to repay such monies provided the employee remains a full-time employee of the Borough for:

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

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

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

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

5-2. Computation of overtime.

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

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

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

Moved by Councilmember Cicalese; Seconded by Councilmember Fowler.

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

Resolution adopted 5-0.

Resolution 2022-130

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

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

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

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

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

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

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

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

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

Attachment “A” attached hereto and made part thereof

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

Moved by Councilmember Bluth; Seconded by Councilmember Cicalese.

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

Resolution adopted 5-0.

Resolution 2022-131

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

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

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

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

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

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

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

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

1. That the attached Memorandum of Agreement with the FOP for the years 2022, 2023, 2024 and 2025, which agreement is on file in the Borough Clerk’s office, is hereby approved and ratified.
2. That the Borough Administrator is hereby authorized to execute, and the Borough Clerk to attest, the attached Memorandum of Agreement with the FOP for the years 2022, 2023, 2024 and 2025.
3. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, a new CBA with the FOP for the years 2022, 2023, 2024 and 2025, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.
4. That a certified copy of this Resolution shall be provided to each of the following:

- a. Hightstown Police Officers FOP 140-Fraternal Order of Police/New Jersey Labor Council;
- b. Dimitri Musing, Borough Administrator
- c. Robert Merryman, Esq., Labor Counsel

Attachment "B" attached hereto and made part thereof

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

Moved by Councilmember Misiura; Seconded by Councilmember Cicalese.

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

Resolution adopted 5-0.

Resolution 2022-132

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

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

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

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

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

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

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

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

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

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

Moved by Councilmember Bluth; Seconded by Councilmember Cicalese.

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

Resolution adopted 5-0.

Resolution 2022-133

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

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

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

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

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

CONSENT AGENDA

Councilmember Cicalese moved Resolutions 2022-134; 2022-135 and 2022-136 as a Consent Agenda; Councilmember Fowler seconded.

Resolution 2022-134

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

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

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

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

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

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

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

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

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

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

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

Resolution 2022-135
BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

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

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

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

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

Resolution 2022-136
BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

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

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

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

mentioned; and

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

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

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

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

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

Borough of Hightstown
 Emergency Temporary
 7/5/2022

SCHEDULE "A"

Current Fund

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

Water-Sewer Operating Fund

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

Total	<u><u>147,000.00</u></u>
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DISCUSSION

Return to In Person Council Meetings

Discussion ensued regarding returning to in person Council meetings. Mayor Quattrone questioned what the surrounding communities are doing for their meetings. He is still concerned and would like input from our Health Officer.

Councilmember Misiura stated that we need to make an effort to return to in person meetings. While zoom meetings are convenient, things are being lost by not meeting in person.

Mr. Musing will reach out to the Health Officer for her recommendation. Ms. Riggio will check with the Firehouse to see the availability of the hall.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Jackson

Spoke about the amount of cars that run the stop sign on Rogers and Academy. He asked if the Police could pay attention to this intersection because it is very dangerous. Councilmember Bluth stated that she will follow up with Chief Gendron.

Councilmember Fowler

Thanked the Environmental Commission and the Watershed for bringing Resolution 2022-134 to Council's attention.

Borough Administrator, Dimitri Musing

Stated that things in the Borough are running well and we are making progress on many fronts.

Thanked Councilmember Jackson for bringing the issue at the intersection of Rogers and Academy to Council's attention.

Public Works did an amazing job getting the Borough ready for July 4th.

Borough Clerk, Peggy Riggio

State Budget Update – The Budget that Governor Murphy signed appropriated funds for energy tax receipts that will be distributed to Municipalities. The 2022-2023 Budget waives the \$28 fee for marriage and civil union licenses. The budget did appropriate \$2,000,000 for the State to reimburse the \$3 portion of the license fee to the municipalities.

CFO, George Lang

2022 Budget – He would like to introduce the budget at the July 18th meeting. He will send the budget by the end of this week or the beginning of next week. He would also like to schedule a budget meeting for Tuesday July 12th at 6:00.

Mayor Quattrone

Met with East Windsor last week keeping them up to date about what is going on in the Borough.

Downtown Hightstown looked beautiful this weekend with the flags and flowers.

He is very pleased with everything that is going on in the Borough.

EXECUTIVE SESSION

Resolution 2022-137 Authorizing a Meeting that Excludes the Public

Moved by Councilmember Bluth; Seconded by Councilmember Cicalese.

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

Resolution 2022-137

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

AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on July 5, 2022, via www.zoom.com, that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

Attorney Client Privilege

Contract Negotiations – Borough Administrator

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public October 5, 2022, or when the need for confidentiality no longer exists.

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

Adjourn to Executive Session 7:15 p.m.

Moved by Councilmember Cicalese; seconded by Councilmember Jackson. All ayes.

Council returned to public session at 8:53 p.m.

ADJOURNMENT 8:54 p.m.

Moved by Councilmember Fowler; 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 17, 2022

ATTACHMENT "A"

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

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

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

Article VII Grievance Procedure

A. Step 4

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

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

C. *New*

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

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

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

Article X: Compensation and Overtime

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

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

Section L. (NEW)

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

Article XI. Salary and Wages

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

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

Add additional language;

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

D. Will be Deleted in its entirety

Article XV Sick Leave

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

The Borough agrees to the following perfect attendance incentive language:

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

Article XVII Bereavement Leave

Combine A and B as follows:

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

Change C to B.

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

Article XVIII Hospital and Medical Insurance

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

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

Delete B as redundant with Article II C

Combine Article II and Article XXIV as follows:

Article II. Collective Bargaining and Conducting Union Business

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

Eliminate Article XXIV and renumber subsequent articles.

Article XXV Police Officers Bill of Rights

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

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

E. 1. Delete.

Article XXVIII DURATION OF AGREEMENT AND RENEGOTIATIONS

Revise as follows:

The Borough and the FOP agree on the duration of the Agreement shall be a period for a period commencing January 1, 2022 and ending December 31, 2025. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the expiration date until the parties have mutually agreed to a successor agreement. Upon expiration of the term of this agreement all salaries will remain frozen at 2025 rates, pending completion of collective negotiations for a new agreement.

The parties agree that they will enter into negotiations for a new agreement during the last year of the term of this agreement and within sixty (60) days of the request of either party to commence negotiations

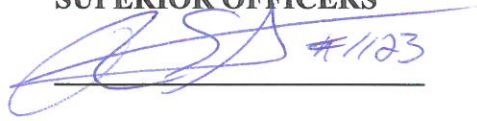
Article XXVIX ENTIRE AGREEMENT (New Article)

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

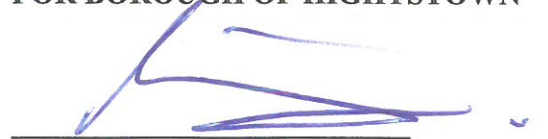
The complete agreement is subject to ratification by the FOP LODGE 140, SUPERIOR OFFICERS UNIT and formal approval by the Borough's governing body.

FOR FOP LODGE 140

SUPERIOR OFFICERS

 #1123

FOR BOROUGH OF HIGHTSTOWN


Dimitri Musing, Borough Administrator

ATTACHMENT "B"

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

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

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

Article VI. Strikes and Other Job Actions

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

Article VII Grievance Procedure

A. Step 4

C. Revise to read as follows:

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

E. New

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

B. Revise to read as follows:

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

Article VIII Off Duty Employment Rates

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

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

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

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

Add the following at the end of the section:

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

Article X Compensation and Overtime

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

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

K. New Section

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

Article XI Salary and Wages

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

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

Article XIII Holidays and Personal Time

Section D.

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

Article XV Sick Leave

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

Add new section F

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

Article XIV Vacation

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

Article XVI Injury Leave

Revised last sentence of article to read as follows:

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

Article XVII Bereavement Leave

Combine A and B as follows:

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

Change C to B.

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

Article XVIII Hospital and Medical Insurance

C Revise the first two sentences as follows:

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

The remainder of Section C shall remain as is.

Article XXIV Conducting Union Business on Borough's Time

Combine Article II and Article XXIV as follows:

Article II Collective Bargaining and Conducting Union Business

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

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

Eliminate Article XXIV and renumber subsequent Articles.

Article XXV Police Officers Bill of Rights

B 4. Eliminate

Combine B 7. and 11 to read as follows:

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

Article XXVIII DURATION OF AGREEMENT AND RENEGOTIATIONS

Revise as follows:

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

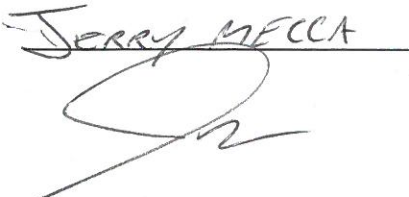
Article XXVIX ENTIRE AGREEMENT (New Article)

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

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

FOR FOP LODGE 140

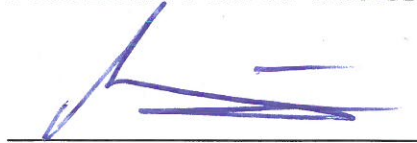
(Rank and File)

JERRY MECCA


Vincent Dell

V. Dell

FOR BOROUGH OF HIGHTSTOWN



Dimitri Musing, Borough Administrator

Hightstown Borough and

FOP Lodge 140 POA

Officer Guide Movement

Marino Moved from Step 1 (\$54,121) to Step 2 (\$60,489) on March 24, 2022
Remain on old Step 2 (\$60,489) for 2022
Moves to New Step 3 (\$65,000) on Anniversary date in 2023
Moves to next step on anniversary date each year thereafter

Townshend Moved from step 2 (\$60,489) to Step 3 (\$66,856) on May 20, 2022
Remain on old Step 2 (\$66,856) for 2022
Moves to new step 4 (\$70,000) on anniversary date in 2023
Moves to next step on anniversary date each year thereafter

Doell Moved from Step 5 (\$80,651) to Step 6 (\$87,019) on February 1, 2022
Remain on old step 6 (\$87,019) for 2022
Moves to new Step 8 (\$90,000) on anniversary date in 2023
Moves to next step on anniversary date each year thereafter

Buck Moved from Step 6 (\$87,019) to Step 7 (\$93,386) on May 15, 2022
Remain on Old Step 7 (\$93,386) for 2022
Moves to new step 9 (\$95,000) on January 1, 2023
Thereafter, moves to next step on January 1

Abatemarco Moves from Step 6 (\$87,019) to Step 7 (\$93,386) on June 15, 2022
Remain on Old Step 7 (\$93,386) for 2022
Moves to new step 9 (\$95,000) on January 1, 2023
Thereafter moves to next step on January 1

Mecca

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

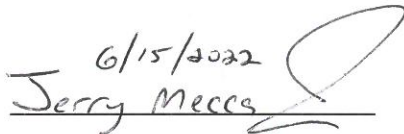
Moves to Next Step (Step 11 \$105,000) on Anniversary Date in 2023, and on anniversary date each year thereafter.

Krupa/Esposito/Larsen

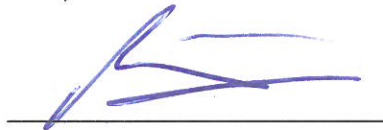
Moves to new step 12 retro to January 1, 2022

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

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

6/15/2022


FOP Lodge 140, Rank/File



Borough of Hightstown

Dimitri Mering
6/15/22.