

Agenda Hightstown Borough Council

October 17, 2022

6:30 PM – Public Session

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

Meeting ID: 829 7221 7248

Passcode: RZ06eh

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

By phone

(929)205-6099

Meeting ID: 829 7221 7248

Passcode: 578650

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

Meeting called to order by Mayor Lawrence Quattrone.

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

Roll Call

Flag Salute

Approval of the Agenda

Minutes

June 20, 2022 Public Session
June 20, 2022 Executive Session
July 5, 2022 Public Session
July 5, 2022 Executive Session
July 12, 2022 Budget Workshop
July 18, 2022 Public Session
July 18, 2022 Executive Session

Public Comment

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

Resolutions

2022-185 Authorizing Payment of Bills
2022-186 Authorizing Change Order No. 2 – Allied Painting, Inc. (Water Tank Painting and Repair at First Avenue, Leshin Lane and Cranbury Station Road)

Discussion

Capital Budget Meeting Dates

Subcommittee Reports

Mayor/Council/Administrative Reports

Executive Session

Resolution 2022-187 Authorizing a Meeting that Excludes the Public

Attorney Client Privilege

Contract Negotiations – EWRSD Leshin Lane Water Tower Agreement

Adjournment

**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><u>\$937,203.12</u></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.

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

Schedule "A"

Current Fund

Workers Compensation	Other Expenses	20,320.00
General Liability Insurance	Other Expenses	6,500.00
Uniform Construction Code	Salaries and Wages	20,000.00
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>158,820.00</u>
-------	-------------------

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,

Margaret Riggio
Borough Clerk

Approved by Hightstown Borough Council: _____

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 Act²³, 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 -----

**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 Glover, 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><u>\$171,899.84</u></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 contract to not exceed \$511,995.00 without further authorization of the Governing Body; and

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

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

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 (NJDCA) for the FY2022 American Rescue Plan Firefighter Grant Program; and

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

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

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	12,000.00
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>
-------	--------------------------

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,

Margaret Riggio
Borough Clerk

Approved by Hightstown Borough Council: _____

DRAFT MINUTES
ATTACHMENT "A"

41

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

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

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

Article VII Grievance Procedure

A. Step 4

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

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

C. *New*

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

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

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

Article X: Compensation and Overtime

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

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

Section L. (NEW)

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

Article XI. Salary and Wages

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

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

Add additional language;

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

D. Will be Deleted in its entirety

Article XV Sick Leave

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

The Borough agrees to the following perfect attendance incentive language:

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

Article XVII Bereavement Leave

Combine A and B as follows:

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

Change C to B.

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

Article XVIII Hospital and Medical Insurance

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

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

Delete B as redundant with Article II C

Combine Article II and Article XXIV as follows:

Article II. Collective Bargaining and Conducting Union Business

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

Eliminate Article XXIV and renumber subsequent articles.

Article XXV Police Officers Bill of Rights

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

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

E. 1. Delete.

Article XXVIII DURATION OF AGREEMENT AND RENEGOTIATIONS

Revise as follows:

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

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

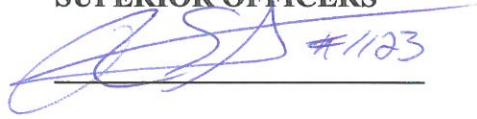
Article XXVIX ENTIRE AGREEMENT (New Article)

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

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

FOR FOP LODGE 140

SUPERIOR OFFICERS

 #1123

FOR BOROUGH OF HIGHTSTOWN



Dimitri Musing, Borough Administrator

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

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

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

Article VI. Strikes and Other Job Actions

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

Article VII Grievance Procedure

A. Step 4

C. Revise to read as follows:

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

E. New

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

B. Revise to read as follows:

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

Article VIII Off Duty Employment Rates

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

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

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

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

Add the following at the end of the section:

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

Article X Compensation and Overtime

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

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

K. New Section

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

Article XI Salary and Wages

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

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

Article XIII Holidays and Personal Time

Section D.

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

Article XV Sick Leave

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

Add new section F

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

Article XIV Vacation

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

Article XVI Injury Leave

Revised last sentence of article to read as follows:

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

Article XVII Bereavement Leave

Combine A and B as follows:

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

Change C to B.

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

Article XVIII Hospital and Medical Insurance

C Revise the first two sentences as follows:

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

The remainder of Section C shall remain as is.

Article XXIV Conducting Union Business on Borough's Time

Combine Article II and Article XXIV as follows:

Article II Collective Bargaining and Conducting Union Business

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

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

Eliminate Article XXIV and renumber subsequent Articles.

Article XXV Police Officers Bill of Rights

B 4. Eliminate

Combine B 7. and 11 to read as follows:

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

Article XXVIII DURATION OF AGREEMENT AND RENEGOTIATIONS

Revise as follows:

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

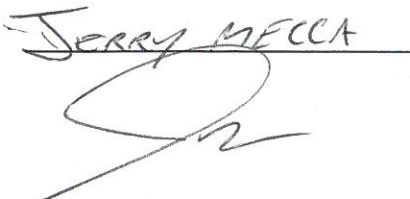
Article XXVIX ENTIRE AGREEMENT (New Article)

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

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

FOR FOP LODGE 140

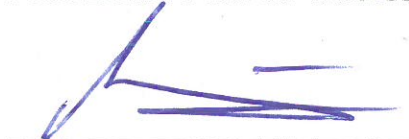
(Rank and File)

Jerry Mecca


Vincent Dell

V. Dell

FOR BOROUGH OF HIGHTSTOWN



Dimitri Musing, Borough Administrator

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

Marino Moved from Step 1 (\$54,121) to Step 2 (\$60,489) on March 24, 2022

Remain on old Step 2 (\$60,489) for 2022

Moves to New Step 3 (\$65,000) on Anniversary date in 2023

Moves to next step on anniversary date each year thereafter

Townshend Moved from step 2 (\$60,489) to Step 3 (\$66,856) on May 20, 2022

Remain on old Step 2 (\$66,856) for 2022

Moves to new step 4 (\$70,000) on anniversary date in 2023

Moves to next step on anniversary date each year thereafter

Doell Moved from Step 5 (\$80,651) to Step 6 (\$87,019) on February 1, 2022

Remain on old step 6 (\$87,019) for 2022

Moves to new Step 8 (\$90,000) on anniversary date in 2023

Moves to next step on anniversary date each year thereafter

Buck Moved from Step 6 (\$87,019) to Step 7 (\$93,386) on May 15, 2022

Remain on Old Step 7 (\$93,386) for 2022

Moves to new step 9 (\$95,000) on January 1, 2023

Thereafter, moves to next step on January 1

Abatemarco Moves from Step 6 (\$87,019) to Step 7 (\$93,386) on June 15, 2022

Remain on Old Step 7 (\$93,386) for 2022

Moves to new step 9 (\$95,000) on January 1, 2023

Thereafter moves to next step on January 1

Mecca

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

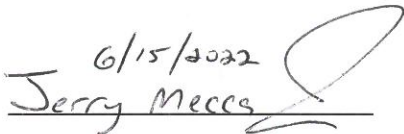
Moves to Next Step (Step 11 \$105,000) on Anniversary Date in 2023, and on anniversary date each year thereafter.

Krupa/Esposito/Larsen

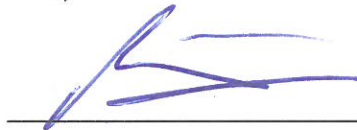
Moves to new step 12 retro to January 1, 2022

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

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

6/15/2022

Jerry Mecca

FOP Lodge 140, Rank/File



Borough of Hightstown

Dimitri Masing
6/15/22.

Meeting Minutes
Hightstown Borough Council
July 12, 2022 – Budget Workshop
6:30 p.m.

The meeting was called to order by Mayor Quattrone at 6:04 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>	ARRIVED LATE	
<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 George Lang, CFO.

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Moved by Councilmember Bluth; Seconded by Councilmember Fowler.

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

Agenda approved 5-0.

PUBLIC COMMENT

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

There being no public in attendance, Mayor Quattrone closed the public comment period.

DISCUSSION

Budget 2022

Mr. Lang reviewed the Water/Sewer Budget. With discontinuing the collection of graywater, the budget is should about \$140,000.00.

Councilmember Cicalese joined the meeting at this time.

Current Fund Budget

Mr. Lang explained that we used a large amount of surplus last year. Overall, the current fund is up \$90,000.00 and revenues are down. We are looking at a .07 increase. Expenses are going up all over. There are no major cuts that can be made that will change the outlook of the budget. He believes this is a reasonable budget. We will be using about \$800,000 from surplus this year. Discussion ensued. Council would be comfortable with a .059 cent increase. First Aid and Fire budget cut to last year's budget amount, Environmental Commission cut to \$5,770 and the Peddie Lake Dam Inspection line can be reduced. Mr. Musing suggested using ARP funds to make up for the shortfall in the Water/Sewer budget and a rate increase can be put into effect early next year.

ADJOURNMENT 7:31 p.m.

Moved by Councilmember Cicalese; Seconded by Councilmember Misiura. All ayes.

Respectfully Submitted,

Margaret Riggio
Borough Clerk

Approved by Hightstown Borough Council: _____

**Meeting Minutes
Hightstown Borough Council
July 18, 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; Fred Raffetto, Borough Attorney and George Lang, CFO

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Moved by Councilmember Cicalese; Seconded by Councilmember Jackson.

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

Agenda approve 6-0.

PUBLIC COMMENT

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

Eugene Sarafin, 628 South Main Street – Stated that he is happy see democracy in Hightstown. The federal government is owned by industries.

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

MUNICIPAL CONSENT HEARING - COMCAST FRANCHISE RENEWAL

Mr. Raffetto reviewed Comcast's renewal application and introduced Robert Clifton of Comcast. Mr. Raffetto explained that the Borough will need to adopt a municipal consent ordinance which will allow Comcast municipal rights of way. This is a non-exclusive contract and any cable provider can seek the same rights. They are looking for a 10-year renewal term and the fee will be 3.5% of their gross revenues.

Mayor Quattrone opened the Public Hearing and the following individuals spoke:

Eugene Sarafin, 628 South Main Street – Stated that he does not like Hightstown is considered the Philadelphia Market; he would like to be part of the New York Market. Mr. Clifton explained that he will look into this but it is determined on demographics.

Michele Epstein, 421 North Main Street – Questioned what other municipalities are being paid and can Hightstown receive a higher rate. Mr. Clifton explained that the 3.5% is the highest percentage paid to any municipality. To receive a higher percentage, we would need to show cause for the increase.

There being no further comments, Mayor Quattrone closed the Municipal Consent Public Hearing, at 6:58 p.m.

Discussion ensued. By a unanimous straw vote, Council decided that they will move ahead with the Comcast renewal. A resolution will be placed on a future agenda and a municipal consent ordinance will be forthcoming.

BUDGET 2022**Introduction of 2022 Budget**

Moved by Councilmember Fowler; Seconded by Councilmember Cicalese.

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

Budget Introduced 6-0.

Public Hearing Scheduled for August 15, 2022.

RESOLUTIONS**Resolution 2022-138 Authorizing Payment of Bills**

Moved by Councilmember Montferrat; Seconded by Councilmember Jackson.

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

Resolution adopted 6-0.

Resolution 2022-138

*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 \$198,234.41 from the following accounts:

Current		\$108,742.23
W/S Operating		31,951.81
General Capital		47,938.37
Water/Sewer Capital		1,200.00
Grant		0.00
Trust		275.00
Unemployment Trust		0.00
Animal Control		250.00
Law Enforcement Trust		0.00
Tax Lien Trust		0.00
Public Defender Trust		158.00
Housing Trust		0.00
Escrow		<u>7,719.00</u>
Total		<u><u>\$198,234.41</u></u>

CONSENT AGENDA

Councilmember Cicalese moved Resolutions 2022-139; 2022-140 and 2022-141 as a Consent Agenda; Councilmember Bluth seconded.

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

Resolutions adopted 6-0.

Resolution 2022-139

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

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND
OPEN CONTRACT FOR BACKUP LICENSED WASTEWATER
OPERATOR SERVICES AT THE ADVANCED WASTE WATER
TREATMENT PLANT (AWWTP)**

WHEREAS, the Borough of Hightstown has a need to acquire a back up operator at the AWWTP as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.4*; and,

WHEREAS, the Purchasing Agent has determined and certified in writing that the value of the acquisition may exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is 17 months and may be extended for one (1) two (2) year agreement as approved by Borough Council; and

WHEREAS, DeBlock Environmental Services, LLC has submitted a proposal dated June 30, 2022, indicating they will provide the Backup Licensed Wastewater Operator Services at a monthly rate of \$500 and billed at an hourly rate \$150 of actual hours worked; and

WHEREAS, DeBlock Environmental Services, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that DeBlock Environmental Services, LLC has not made any reportable contributions to a political or candidate committee in the Borough of Hightstown in the previous one year, and that the contract will prohibit the DeBlock Environmental Services, LLC from making any reportable contributions through the term of the contract, and

NOW THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Hightstown authorizes the Borough Administrator to enter into a contract with DeBlock Environmental Services, LLC as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

Resolution 2022-140

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

**APPOINTING A BOROUGH ADMINISTRATOR AND AUTHORIZING THE
EXECUTION OF AN EMPLOYMENT AGREEMENT ASSOCIATED THEREWITH.**

WHEREAS, Section 2-9-3 of the *Revised General Ordinances of the Borough of Hightstown* provides that “The Administrator shall be appointed by the Mayor with the advice and consent of the Council and shall serve at the pleasure of the Mayor and Council”; and

WHEREAS, it is the desire of the Mayor to appoint Dimitri Musing of Hightstown, New Jersey to serve as Borough Administrator for the time period from September 1, 2022 through August 31, 2025; and

WHEREAS, specific terms and conditions of employment have been set forth in the attached written Employment Agreement, and said Agreement is hereby approved by the Borough Council.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Hightstown that the Mayor’s nomination of Dimitri Musing of Hightstown, New Jersey to serve as the Borough Administrator for the Borough for the term indicated above is hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute, and the Borough Clerk is hereby authorized to attest, the attached Employment Agreement on behalf of the Borough.

Appendix “A” attached hereto and made part thereof.

Resolution 2022-141

*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	185,300.00	1,941,602.00	2,126,902.00
Capital Outlay – Current	0.00	0.00	0.00
Debt Service – Current	0.00	0.00	0.00
Water/Sewer	178,870.00	734,705.00	913,575.00
Capital Outlay – W/S	0.00	0.00	0.00
Debt Service - W/S	0.00	0.00	0.00
TOTAL	364,170.00	2,676,307.00	3,040,477.00

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

Finance	Salaries and Wages	8,000.00
Data Processing	Other Expenses	10,000.00
Tax Collector	Salaries and Wages	10,000.00
Tax Assessor	Salaries and Wages	5,000.00
Legal	Other Expenses	15,000.00
Police	Salaries and Wages	75,000.00
Emergency Management	Salaries and Wages	1,000.00
Fire Department	Other Expenses	5,000.00
Recycling	Salaries and Wages	25,000.00
Board of Health	Salaries and Wages	6,000.00
Board of Health	Other Expenses	2,000.00
Parks and Recreation	Salaries and Wages	5,000.00
Gasoline	Other Expenses	5,000.00
Housing	Other Expenses	800.00
Recycling Tax	Other Expenses	500.00
Social Security	Other Expenses	12,000.00
		<hr/>
Total Current Fund		185,300.00

Water-Sewer Operating Fund

Salaries and Wages	40,000.00
Other Expenses	50,000.00
I Bank Loan Payments	<u>88,870.00</u>
 Total Water Sewer Operating	 <u>178,870.00</u>
 Total	 <u>364,170.00</u>

DISCUSSION

Amending No Parking Ordinance

Mr. Musing stated that this was brought to his attention by the Chief of Police. Chief Gendron has authority to institute no parking when needed. This will allow the Chief to remove no parking when needed. Discussion ensued. Council agreed with the need for this ordinance and everyone was comfortable with introducing this evening.

Ordinance 2022-15 First Reading and Introduction An Ordinance Amending and Supplementing Section 7-1-14, Entitled “Parking Prohibited at All Times on Certain Streets,” of Article 7-1, “On-Street Traffic Regulations,” of Chapter 7, “Traffic”, of the “The Revised General Ordinances of the Borough of Hightstown”

Moved by Councilmember Cicalese; Seconded by Councilmember Fowler.

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

Ordinance Introduced 6-0.

Public Hearing scheduled for August 1, 2022.

ORDINANCE 2022-15

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY**AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 7-1-14, ENTITLED “PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS,” OF ARTICLE 7-1, “ON-STREET TRAFFIC REGULATIONS,” OF CHAPTER 7, “TRAFFIC,” OF “THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN”**

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 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 as set forth in more detail herein.

Section 2. That Section 7-1-14, entitled “Parking Prohibited at All Times on Certain Streets,” of Article 7-1, “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 as follows (additions are shown with underline):

§ 7-1-14. Parking Prohibited at All Times on Certain Streets.

No person shall park a vehicle at any time upon any streets or parts thereof described. Notwithstanding the same, the Chief of Police shall be authorized in his/her sole discretion to permit parking where it is otherwise prohibited pursuant to this Section, on a temporary basis, in circumstances where deemed necessary in furtherance of the health, safety and welfare of the residents of the Borough and/or to facilitate the operational needs of the Borough.

Name of Street	Side	Location
Academy Street	North	Mercer Street to easternmost Post Office driveway
Academy Street	North	Railroad Avenue to 100 feet east
Academy Street	North	For a distance of 170 feet west of Mercer Street
Academy Street	South	Mercer Street to Railroad Avenue
Academy Street	East	From Park Avenue to Stockton Street
Academy Street	East	From Rogers Avenue to Railroad Avenue
Academy Street	East	From Stockton Street to Rogers Avenue
Academy Street	West	From Park Avenue to Grant Avenue
Bank Street	North	From North Main Street to Mechanic Street
Bank Street	North	From the westerly curblin of the driveway entrance of the water plant, a distance of 30 feet east and 30 feet west
Bank Street	South	From North Main Street to Academy Street

Center Street	West	From Stockton Street to Morrison Avenue
Church Street	East	From Rogers Avenue to Stockton Street
Clinton Street	North	From Cole Avenue to Maxwell Avenue
Clinton Street	South	From the westerly curblin of Cole Avenue for a distance of 70 feet east
Cole Avenue	Both	From Franklin Street to Clinton Street
Cranbury Station Road [5-2-2022 by Ord. No. 2022-08]	Both	From Monmouth Street to Wyckoff Mills Road
Dutch Neck Road	North	From the southerly curblin of Stockton Street 665 feet southwesterly
Dutch Neck Road	Southeast	From Gilman Place to Stockton Street
Etra Road	Both	From South Main Street to the Borough line
First Avenue	North	From Outcalt Street to Joseph Street
Forman Street	West	From the southerly curblin of Stockton Street for 205 feet south
Grape Run Road	North	From Westerlea Avenue to Pershing Avenue
Grape Run Road	South	From the easterly curblin of Westerlea Avenue to a point 120 feet east
Grape Run Road	Both	From Westerlea Avenue to Mercer Street
Hagemount Avenue	West	From Lincoln Avenue to Rocky Brook Court
Harron Avenue	East	From Stockton Street to Morrison Avenue
Hutchinson Street	East	From Grant Avenue to Park Avenue
Joseph Street	East	From Stockton Street to Second Avenue
Leshin Lane	North	From a point 50' west of the western side of the driveway of 16 Leshin Lane to Westerlea Avenue
Leshin Lane	South	From a point 50' west of the western side of the driveway of 17 Leshin Lane to Westerlea Avenue
Lincoln Avenue	North	Between Hagemount Avenue and Hutchinson Street
Monmouth Street	North	From North Main Street to a point opposite the east curblin of Broad Street
Monmouth Street	South	From the east curblin of Manlove Avenue 652.67 feet east
Monmouth Street	South	From Pennsylvania Railroad to Broad Street
North Main Street	East	From the northerly curblin of Franklin Street to a point 80 feet north
North Main Street	West	From a point 239.5 feet north of the north curblin of Stockton Street to a point 242 feet north
North Main Street	North	From Monmouth Street to Sunset Avenue
North Main Street	South	From the Borough Line to Monmouth Street
Oak Lane	East	From Stockton Street to the north curblin of Lincoln Avenue; thence from Lincoln Avenue for 397 feet north
Oak Lane	West	From the northerly curblin of Stockton Street to a point 450 feet north
Outcalt Avenue	East	For a distance of 50 feet north or south of the First Avenue and Second Avenue intersections
Outcalt Street	West	From Rogers Avenue to Morrison Avenue
Park Avenue	South	From the westerly curblin of Academy Street to a point 50 feet west
Pershing Avenue	West	From Grape Run Road to South Street
Purdy Street	East	From Bank Street to Reed Street

Railroad Avenue	East	From Stockton Street to Academy Street
Railroad Avenue	West	From Stockton Street to Rogers Avenue
Reed Street	North	From Mechanic Street to Rev. Powell Drive
Rev. Powell Drive	East	From Reed Street to Chamberlin Avenue
Rogers Avenue	North	From Stockton Street to Mercer Street
Second Avenue	North	From Outcalt Street to Joseph Street
Second Avenue	North	From Summit Street to Joseph Street
South Main Street	West	From Ward Street to Mercer Street
South Street	North	From Mercer Street to South Main Street
Stockton Street	North	From Mercer Street to South Main Street for 199 feet west
Stockton Street	South	From Main Street to the west curblin of Dutch Neck Road; thence on Dutch Neck Road for 624 feet
Ward Street	North	From Mercer Street to South Main Street
Ward Street	North	From the easterly curblin of South Main Street to a point 793.25 feet east
Ward Street	South	From the southeasterly curblin of Mercer Street to a point 57 feet east
Ward Street	South	From the easterly curblin of South Main Street to a point 2,241 feet east
Westerlea	West	Leshin Lane to Grape Run Road

Section 3. That all other provisions of Section 7-1-14 of the Borough Code which are not referenced with underline 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.

SUBCOMMITTEE REPORTS

East Ward Street Bridge Committee

Councilmember Montferrat stated that the committee meets twice a month and they are making some head way.

Borough Hall The subcommittee has met with the architect and reviewing the plans.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Cicalese

Board of Health – There was no Board of Health meeting this month.

Parks and Recreation – Fun Fridays are back and have been successful.

Councilmember Fowler

Environmental Commission – Meets next week.

Downtown Hightstown – Have been promoting events that will be taking place downtown.

Councilmember Misiura

Attended Theatre in the Park. They are still doing a great job with the program. It's nice to see it continuing.

Councilmember Jackson

HPC – Will meet this Thursday.

Councilmember Bluth

Fun Friday was another success. It was even better this month than last.

Borough Clerk, Peggy Riggio

9-8-8 Hotline – Became the nationwide 3-digit dialing code for crisis and suicide prevention. This replaced the 800 number previously in effect.

Parking Permits – Are available for qualified individuals.

9/11 Freedom Bike Ride – Will once again be coming through Hightstown. Further details will be forthcoming.

East Ward Street Bridge – Flood Hazard Area Individual Permit Freshwater Wetlands General Permit No. 108 Water Quality Certificate was received today in the Clerk's Office.

Borough Administrator, Dimitri Musing

9/11 Freedom Ride – a Resolution will be done supporting this event.

Dawes Park Summer Camp – Larry Gunnell is still running this program. He had not found a replacement and will continue running the program until a suitable replacement is found.

Turn the Town Teal – teal ribbons will be placed downtown during the month of September for awareness of Ovarian Cancer.

EXECUTIVE SESSION

Resolution 2022-142 Authorizing a Meeting that Excludes the Public

Moved by Councilmember Fowler; Seconded by Councilmember Bluth.

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

Resolution adopted 6-0.

Resolution 2022-142

*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 18, 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 – East Ward Street Bridge

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 18, 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.

Council adjourned to executive session at 7:31 pm

Council returned to public session at 8:07 pm

ADJOURNMENT 8:08 p.m.

Moved by Councilmember Montferrat; Seconded by Councilmember Fowler. All ayes.

Respectfully Submitted,

Margaret Riggio
Borough Clerk

Approved by Hightstown Borough Council: _____

APPENDIX "A"
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this 17th day of July, 2022, by and between Dimitri Musing (also referenced herein as "Mr. Musing" or the "Administrator") and the Borough of Hightstown (also referenced herein as the "Borough"), a municipal corporation of the State of New Jersey, as to the terms and conditions of employment for Mr. Musing with the Borough as follows (Mr. Musing and the Borough shall collectively be referenced herein as the "Parties"):

1. **Position.** The Borough agrees to employ Mr. Musing as the Borough's Administrator, in a full-time capacity, for the term referenced herein. Such appointment shall be subject to all of the provisions of applicable law, including but not limited to N.J.S.A. 40A:9-136 through N.J.S.A. 40A:9-138; N.J.S.A. 40A:60-1, *et seq.*, and all applicable provisions of the *Revised General Ordinances of the Borough of Hightstown* (also referenced as the "Borough Code"), which are not in contradiction to or in contravention of the statutes cited herein. Subject to the supervision and pursuant to the orders and directions of the Mayor and/or Borough Council and in accordance with any job description promulgated by the Borough, as may be amended from time to time, the Administrator shall perform all the duties prescribed for such position by relevant law, Borough Code, Borough Personnel Policies, as well as all those customarily performed by one holding the position of Administrator in a municipality governed under the Borough form of government.

2. **Term of Agreement.** Subject to all of the provisions of N.J.S.A. 40A:9-138 and, if applicable, the Borough Code and further provisions of this Agreement, this Agreement shall

govern the terms and conditions of employment for the Administrator covering the time period from September 1, 2022, through August 31, 2025.

3. **Manner and Performance of Administrator's Duties.** Mr. Musing agrees that he will, at all times during this Agreement, abide by all of the provisions of applicable State, County and local statutes, laws, rules and regulations; and he will perform all of the duties and responsibilities of the position of Administrator in a faithful and industrious manner, pursuant to the express and/or implicit terms of this Agreement and all applicable statutes, laws, rules and regulations.

4. **Compensation / Salary.** Mr. Musing's salary shall be paid at an annual rate of \$135,000 effective September 1, 2022. Effective September 1, 2023, Musing's full salary will be paid at an annual rate of \$139,050. Effective September 1, 2024, Musing's salary with the Borough shall be paid at an annual rate of \$143,221.50.

5. **Hours of Employment.** The Administrator shall work the normal hours of operation of the Municipal offices. In addition, the Administrator shall attend any and all Governing Body and/or other meetings which the Administrator shall be required/requested to attend without any additional compensation as it relates to salary and/or overtime and/or any other emoluments/time off.

6. **Health Benefits.** The Administrator shall receive health benefits as provided in general to non-union employees in the Borough. In addition, Musing will be covered by all the provisions of Ch. 78, Pl. 2011. The premium contributions toward his benefits in the amounts calculated in P.L. 2011, Chapter 78 will remain the same for the duration of the agreement even if Chapter 78 sunsets.

7. **Non Applicability of Overtime.** The Administrator and the Borough agree that the Administrator's position is an exempt position from any maximum hour requirements found under State and/or Federal law and, accordingly, the Administrator shall not be paid any overtime and/or any extra compensation above that which is explicitly stated in this Agreement.

8. **Paid Leave Days.** The Administrator shall receive paid time off in the form of fifteen (15) calendar vacation days a year and sick, personal time as permitted and allowed in the Borough ordinances and/or the Borough's personnel Policy, whichever is applicable. The Administrator will be eligible to sell back up to 100% of his annual vacation time. The payments will be made at the salary rate for the year in which the time was accrued. The Administrator shall receive the allotment of paid leave days as stated in the Borough's Personnel Policy Manual, as amended from time to time, commensurate with the Administrator's years of service with the Borough, for holidays, sick leave, vacation leave, bereavement leave, jury leave and/or personal leave. Such leave will be subject to the conditions found in the respective sections of the Borough Personnel Policy Manual to the extent that those conditions apply to the position of the Administrator. The Administrator will receive any other leave, such as Family Leave (State), Family Medical Leave (Federal) and military leave, as provided by law. Irrespective of the provisions above, the Borough agrees that the Administrator shall be allotted fifteen (15) annual vacation days for the period of September 1, 2022 through August 31, 2025.

9. **Professional Development.** The Administrator shall attend professional development seminars and/or conferences pursuant to the Borough's Personnel Policy Manual, as amended from time to time. If found beneficial to the Borough, then Mr. Musing shall be eligible for reimbursement for the costs associated with any professional development courses, seminars,

etc., attended in accordance with the Borough's Personnel Policy Manual, as amended from time to time.

10. **Reimbursement of Expenses.** The Administrator shall be reimbursed for all reasonable expenses incurred specifically on behalf of the Borough pursuant to the Borough's Personnel Policy Manual, as amended from time to time.

11. **Termination of Agreement.** The Borough may terminate this Agreement and the Administrator's appointment at any time prior to the expiration of the term set forth in Section 2 herein, in accordance with the provisions of N.J.S.A. 40A:9-138 and applicable Borough ordinances.

12. **Termination by Employee.** The Administrator may terminate this Agreement at any time prior to the expiration of the term and shall provide a minimum of sixty (60) calendar days' notice of his intention to resign from the position of Administrator.

13. **Non-applicability of other Policies/Agreements.**

The Administrator agrees and acknowledges that the provisions set forth in the documents identified below are applicable to his position:

(A) The Hightstown Borough Code; and, no other documents, collective bargaining agreements or other agreements shall apply.

(B) The Hightstown Borough Personnel Policy Manual.

14. **Entire Agreement.** This Agreement contains the sole and entire Agreement between the Administrator and the Borough and shall supersede any and all other Agreements between the Administrator and the Borough as it relates to the position of Administrator. There are no agreements, representations and/or warranties, whether they be express or implied, except as set forth in this Agreement. This Agreement may not be canceled, changed, modified or

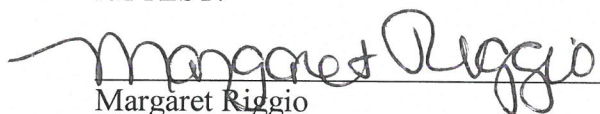
amended orally. No change, modification or amendment hereof shall be effective or binding unless in a written instrument signed by the Administrator and the Borough. Cancellation of this Agreement can occur at any time pursuant to law.


15. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom the same is applicable.

16. **Controlling Law.** All of the terms, conditions and other provisions of this Agreement shall be interpreted and governed by the laws of the State of New Jersey.

17. **Interpretation and Severability.** If any term or provision of this Agreement shall, to any extent, be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each remaining term and provision of this Agreement should be valid and enforceable to the extent permitted by law.

ATTEST:

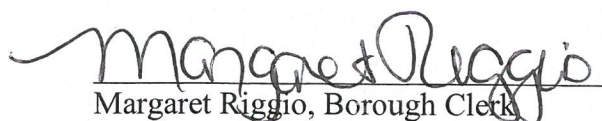

Margaret Riggio


Dimitri Musing

Dated:

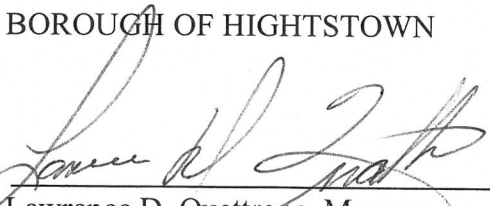
7/21/2022

ATTEST:


Margaret Riggio, Borough Clerk

BOROUGH OF HIGHTSTOWN

By:


Lawrence D. Quattrone, Mayor

Dated:

7/20/2022

P.O. Type: All	Include Project Line Items: Yes	Open: N	Paid: N	Void: N
Range: First	to Last	Rcvd: Y	Held: Y	Aprv: N
Format: Detail without Line Item Notes		Bid: Y	State: Y	Other: Y Exempt: Y
Vendors: All	Include Non-Budgeted: Y			
Rcvd Batch Id Range: First	to Last			

Vendor # Name PO # PO Date Description	Contract Amount Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	1099 Excl
A0054 AQUA PRO-TECH LABORATORIES							
22-01229 10/04/22 OUTSIDE LAB TESTING							
1 OUTSIDE LAB TESTING	4,366.74 2-09-55-501-002-532	B Outside Lab Testing	R	10/04/22	10/11/22	2080321M	N
Vendor Total:	4,366.74						
A0025 AT&T MOBILITY							
22-01217 10/04/22 INV 287298218043X09282022							
1 INV 287298218043X09282022 FIRE	121.28 2-01-25-256-002-094	B Computer Service,Support & Software	R	10/04/22	10/11/22	X09282022	N
2 INV 287298218043X09282022 HPD	390.08 2-01-31-440-001-079	B Telephone-VERIZON WIRELESS	R	10/04/22	10/11/22	X09282022	N
3 INV 287298218043X09282022 WTP	170.41 2-09-55-501-003-545	B Telephone-W/S-VERIZON	R	10/04/22	10/11/22	X09282022	N
4 INV 287298218043X09282022 DPW	195.95 2-01-31-440-001-079	B Telephone-VERIZON WIRELESS	R	10/04/22	10/11/22	X09282022	N
5 INV 287298218043X09282022AWTP	78.30 2-09-55-501-003-545	B Telephone-W/S-VERIZON	R	10/04/22	10/11/22	X09282022	N
<u>956.02</u>							
Vendor Total:	956.02						
B0921 BRITTON INDUSTRIES, INC							
22-01225 10/04/22 YARD WASTE/BRUSH DISPOSAL							
1 INV 0875788 - LOG DISPOSAL	155.55 2-01-26-311-001-168	B Yardwaste	R	10/04/22	10/11/22	0875788	N
2 INV 0875765 - BRUSH DISPOSAL	82.70 2-01-26-311-001-168	B Yardwaste	R	10/04/22	10/11/22	0875765	N
<u>238.25</u>							
Vendor Total:	238.25						
BUCKM005 BUCK MINING & MATERIAL INC							
22-01212 10/03/22 SEPT 2022 YARD WASTE DISPOSAL							
1 INV 1065 SEPT 2022 YD WST DISP	372.00 2-01-26-311-001-168	B Yardwaste	R	10/03/22	10/11/22	1065	N
Vendor Total:	372.00						

October 12, 2022
11:14 AM

Borough of Hightstown
Bill List By Vendor Name

Page No: 2
74

Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge	PO Type Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
BURLI005	BURLINGTON COUNTY INST OF TECH	22-01206	10/03/22	COURSE 7502-BASIC FIRE POLICE										
		1		COURSE 7502-BASIC FIRE POLICE	83.00		2-01-25-256-002-042	B Education & Training	R	10/03/22	10/11/22		9818	N
	Vendor Total:				83.00									
C0742	CHARLES SOLANA & SONS	22-00725	06/23/22	CERT. OF LAMINAR FLOW HOOD										
		1		CERT. OF LAMINAR FLOW HOOD	95.00		2-09-55-501-002-506	B Lab. Equipment & Supplies	R	06/23/22	10/11/22		192110	N
		2		FUEL SURCHARGE	50.00		2-09-55-501-002-506	B Lab. Equipment & Supplies	R	06/23/22	10/11/22		192110	N
					145.00									
	Vendor Total:				145.00									
CLARK005	CLARKE CATON HINTZ	22-01191	09/27/22	Services through 8/26/2022										
		1		#84399; Srvcs thru 8/26/22	405.00		2021-02	P Amended Site Plan	R	09/27/22	10/11/22		84399	N
		2		#84400; Srvcs thru 8/26/22	810.00		2022-05	P Use Variance - 2 Family Home	R	09/27/22	10/11/22		84400	N
					1,215.00									
		22-01251	10/11/22	#84126; Srvcs thru 7/29/22										
		1		#84126; Srvcs thru 7/29/22	382.50		2022-03	P Wilson Ave minor subdivision	R	10/11/22	10/12/22		84126	N
		2		#84126; Srvcs thru 7/29/22	8.00		2022-03	P Wilson Ave minor subdivision	R	10/11/22	10/12/22		84126	N
					390.50									
	Vendor Total:				1,605.50									
COMCA010	COMCAST	22-01201	10/03/22	INV 155073540 HPD 9/15/22										
		1		INV 155073540 HPD 9/15/22	195.30		2-01-20-140-001-060	B Internet Services and Web Services	R	10/03/22	10/11/22		155073540	N
	Vendor Total:				195.30									
COMCA005	COMCAST BUSINESS	22-01200	10/03/22	8499 05 243 0051047 OAK LANE										
		1		8499 05 243 0051047 OAK LANE	113.17		2-09-55-501-002-545	B Internet Services	R	10/03/22	10/11/22		499052430051047	N

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099	
Item	Description	Amount	Charge	Account	Acct	Type	Description	Enc	Date	Date	Invoice	Exc
COMCA005 COMCAST BUSINESS Continued												
22-01247	10/07/22 8499 05 243 0036659 OFC1											
1	8499 05 243 0036659 OFC1	301.17	2-01-20-140-001-060	B	Internet Services and Web Services	R	10/07/22	10/11/22		OCT 2022	N	
Vendor Total:		414.34										
C0133 CREATIVE PRODUCT SOURCING, INC												
22-01186	09/27/22 ITEMS FOR D.A.R.E.											
1	ITEMS FOR D.A.R.E.	30.00	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
2	ITEMS FOR D.A.R.E.	330.00	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
3	ITEMS FOR D.A.R.E.	35.00	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
4	ITEMS FOR D.A.R.E.	45.00	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
5	ITEMS FOR D.A.R.E.	85.80	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
6	ITEMS FOR D.A.R.E.	41.80	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
7	ITEMS FOR D.A.R.E.	69.00	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
8	ITEMS FOR D.A.R.E.	72.00	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
9	ITEMS FOR D.A.R.E.	144.00	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
10	ITEMS FOR D.A.R.E.	278.00	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
11	ITEMS FOR D.A.R.E.	278.00	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
12	ITEMS FOR D.A.R.E.	139.00	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
13	ITEMS FOR D.A.R.E.	42.25	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
14	ITEMS FOR D.A.R.E.	35.00	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148229	N	
15	ITEMS FOR D.A.R.E.	27.00	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
16	ITEMS FOR D.A.R.E.	118.80	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
17	ITEMS FOR D.A.R.E.	233.72	2-01-25-240-001-113	B	D.A.R.E.	R	09/27/22	10/11/22		148153	N	
		2,004.37										
Vendor Total:		2,004.37										
Q0176 EUROFINS QC, LLC												
22-01181	09/27/22 WATER ANALYSIS											
1	INV 6300030934 WATER ANALYSIS	257.50	2-09-55-501-001-532	B	Outside Testing/Labs	R	09/27/22	10/11/22		6300030934	N	
2	INV 6300030976 WATER ANALYSIS	361.50	2-09-55-501-001-532	B	Outside Testing/Labs	R	09/27/22	10/11/22		6300030976	N	
3	INV 6300031047 WATER ANALYSIS	247.50	2-09-55-501-001-532	B	Outside Testing/Labs	R	09/27/22	10/11/22		6300031047	N	
		866.50										
Vendor Total:		866.50										

October 12, 2022
11:14 AM

Borough of Hightstown
Bill List By Vendor Name

Page No: 4
76

Vendor # Name												
PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
FWWEB005 F.W. WEBB COMPANY												
22-01177	09/27/22	4" SLIP ON FLANGES 150LBS A105										
1	FLG RF 4" SO CLS 150 A105	80.43	2-09-55-501-002-503		B	Sewer Plant Maintenance	R	09/27/22	10/11/22		77835272	N
Vendor Total:			80.43									
G0001 GPANJ												
22-01276	10/12/22	OCTOBER BUSINESS MEETING										
1	OCTOBER BUSINESS MEETING	35.00	2-01-20-100-001-041		B	Conferences & Meetings	R	10/12/22	10/12/22		E1241	N
Vendor Total:			35.00									
G0186 GRAPHIC CONTROLS												
22-01179	09/27/22	CHART SUPPLIES										
1	20626356 - BN HONEYWELL	1,401.50	2-09-55-501-001-503		B	Water Plant Maintenance	R	09/27/22	10/11/22		1938069	N
2	00084400 - BR - 18019	307.80	2-09-55-501-001-503		B	Water Plant Maintenance	R	09/27/22	10/11/22		1936876	N
3	SHIPPING CHARGES	14.68	2-09-55-501-001-503		B	Water Plant Maintenance	R	10/03/22	10/11/22		1936876	N
4	SHIPPING CHARGES	19.99	2-09-55-501-001-503		B	Water Plant Maintenance	R	10/11/22	10/11/22		1938069	N
		1,743.97										
Vendor Total:			1,743.97									
H0126 HIGHTS ELECTRIC MOTOR, INC.												
22-01142	09/21/22	QUOTE #071722BS05										
1	NON POTABLE WATER PUMP PACO	2,684.63	2-09-55-501-002-503		B	Sewer Plant Maintenance	R	09/21/22	10/11/22		0957374-IN	N
Vendor Total:			2,684.63									
H0048 HIGHTS REALTY LLC												
22-01235	10/04/22	OCTOBER 2022 HPD RENT										
1	OCTOBER 2022 HPD RENT	4,808.76	2-01-26-310-001-025		B	Building Rental	R	10/04/22	10/11/22		OCT 2022	N
Vendor Total:			4,808.76									
H1100 HOME DEPOT CREDIT SERVICES												
22-01178	09/27/22	SEPT 2022 INVOICES										
1	INV 8043824 - DIABLO 4 1/2"	17.94	2-01-26-290-001-127		B	Street Repair & Maintenance	R	09/27/22	10/11/22		8043824	N
2	INV 5081711 - WASHERS/GAUGE	42.20	2-09-55-501-001-503		B	Water Plant Maintenance	R	09/27/22	10/11/22		5081711	N

[illegible]

Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge	PO Type Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
J0257	JCP&L	Continued												
	22-01269	10/11/22	MASTER 200 000 055 315											
	1 100 008 482 778		MAXWELL	27.23	2-09-55-501-002-504		B Electricity	R	10/11/22	10/12/22			95009824097	N
	2 100 009 294 701		WESTERLEA	16.63	2-09-55-501-001-504		B Electricity	R	10/11/22	10/12/22			95009824097	N
	3 100 012 445 746		BANK ST	4,968.37	2-09-55-501-001-504		B Electricity	R	10/11/22	10/12/22			95009824097	N
	4 100 012 529 309		OAK LANE	7,178.89	2-09-55-501-002-504		B Electricity	R	10/11/22	10/12/22			95009824097	N
				12,191.12										
	Vendor Total:			14,560.36										
J0258	JCP&L (STREET LIGHTING)													
	22-01268	10/11/22	ACCT 240 & 040 DATED 10/7/22											
	1 100 081 608 240		N MAIN ST	55.88	2-09-55-501-001-504		B Electricity	R	10/11/22	10/12/22			95567146662	N
	2 100 086 395 041		STOCKTON ST	34.34	2-01-31-435-001-075		B Street Lighting	R	10/11/22	10/12/22			95647041115	N
				90.22										
	Vendor Total:			90.22										
J0378	KENNCO LLC													
	22-01223	10/04/22	CYLINDER RENTAL											
	1 INV R16644 -		CYLINDER RENTAL	24.00	2-01-26-290-001-050		B DPW Work Equipment	R	10/04/22	10/11/22			R1662561	N
	Vendor Total:			24.00										
MCANJ010	MCANJ													
	22-00872	07/28/22	MEMBERSHIP FEE 2022-2023											
	1 MEMBERSHIP FEE 2022-2023			100.00	2-01-20-120-001-044		B Professional Assoc. Dues	R	07/28/22	10/11/22			8200	N
	Vendor Total:			100.00										
M0180	MCMASER-CARR													
	22-01024	08/29/22	16" PVC RUBBER BOOTS											
	1 16" PVC RUBBER BOOTS #53111T9			43.06	2-09-55-501-002-503		B Sewer Plant Maintenance	R	08/29/22	10/11/22			83988755	N
	2 SHIPPING			9.31	2-09-55-501-002-503		B Sewer Plant Maintenance	R	08/31/22	10/11/22			83988755	N
	3 16" PVC RUBBER BOOTS #53111T9			43.06	2-09-55-501-002-503		B Sewer Plant Maintenance	R	10/03/22	10/11/22			85102590	N
	4 SHIPPING			9.33	2-09-55-501-002-503		B Sewer Plant Maintenance	R	10/03/22	10/11/22			85102590	N
	5 16" PVC RUBBER BOOTS #53111T9			43.06	2-09-55-501-002-503		B Sewer Plant Maintenance	R	10/03/22	10/11/22			85676244	N

[illegible]

Vendor #	Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
PEOPL005	PEOPLES PLUMBING LLC												
		22-01138	09/21/22	BACKFLOW PREVENTER TESTING									
		1		BACKFLOW PREVENTER TESTING	450.00	2-09-55-501-002-528	B Outside Consulting Services (B	R	09/21/22	10/11/22		I10425	N
				Vendor Total:	450.00								
POLIC005	POLICE & SHERIFFS PRESS, INC												
		22-01211	10/03/22	HPD ID CARDS									
		1		HPD ID CARDS	47.95	2-01-20-125-001-023	B Printing & Stationary	R	10/03/22	10/11/22		168091	N
		2		HPD ID CARDS	17.58	2-01-20-125-001-023	B Printing & Stationary	R	10/03/22	10/11/22		168091	N
					65.53								
				Vendor Total:	65.53								
R0525	REGISTRARS ASSOC OF NJ												
		22-01272	10/12/22	NJRA 2022 CONFERENCE									
		1		NJRA 2022 CONFERENCE	90.00	2-01-27-330-001-041	B Conferences & Meetings	R	10/12/22	10/12/22		9148	N
				Vendor Total:	90.00								
R0077	ROBERTS ENGINEERING GRP LLC												
		22-01202	10/03/22	INV 6362 9/21/22-HAGEMOUNT									
		1		INV 6362 9/21/22-HAGEMOUNT	202.50	C-04-55-885-000-447	B LINCOLN, HAGEMOUNT, ROCKY BROOK SEC 20	R	10/03/22	10/11/22		6362	N
				22-01250 10/11/22 Services for App PB2022-03									
		1		#6179; Srvc thru 7/16/22	267.50	2022-03	P Wilson Ave minor subdivision	R	10/11/22	10/11/22		6179	N
		2		#6291; Srvc thru 8/13/22	372.50	2022-03	P Wilson Ave minor subdivision	R	10/11/22	10/11/22		6291	N
					640.00								
				Vendor Total:	842.50								
SAMUE005	SAMUEL KLEIN AND COMPANY												
		22-01162	09/26/22	2020 AUDIT ANNUAL REPORT BAL									
		1		2020LOSAP ANNUAL REVIEW REPORT	500.00	1-01-20-135-001-029	B Additional Audit Services	R	09/26/22	10/11/22		2020 LOSAPAUDIT	N
		2		2020 ANNUAL UCC AUDIT REPORT	850.00	1-01-33-195-001-028	B Audit Services	R	09/30/22	10/11/22		2020 UCC AUDIT	N
		3		2020 ANNUAL AUDIT REPORT BAL	7,562.00	1-01-20-135-001-028	B Audit Services	R	10/04/22	10/11/22		2020 ANN. AUDIT	N
		4		2020 ANNUAL AUDIT BAL WTP	3,781.00	1-09-55-501-001-501	B Audit Services	R	10/04/22	10/11/22		2020 WTP AUDIT	N

Vendor #	Name											
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099		
Item Description		Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl		
SAMUE005 SAMUEL KLEIN AND COMPANY Continued												
22-01162	09/26/22	2020 AUDIT ANNUAL REPORT BAL	Continued									
5	2020 ANNUAL AUDIT BAL AWWTP	3,781.00	1-09-55-501-002-501	B Audit Services	R	10/04/22	10/11/22		2020 AWWTPAUDIT N			
		16,474.00										
Vendor Total:		16,474.00										
S0061 SEA BOX												
22-01210	10/03/22	CONTAINER RENTAL										
1	INV SI160730	CONTAINER RENTAL	75.00	2-01-26-310-001-025	B Building Rental	R	10/03/22	10/11/22	SI160730		N	
Vendor Total:		75.00										
M0254 SF MOBILE-VISION, INC												
22-01185	09/27/22	IN-CAR CAMERA REPAIR										
1	IN-CAR CAMERA REPAIR	293.75	2-01-25-240-001-199	B Miscellaneous	R	09/27/22	10/11/22		48299		N	
Vendor Total:		293.75										
S1096 STAPLES BUSINESS ADVANTAGE												
22-01137	09/21/22	HPD OFFICE SUPPLIES										
1	HPD OFFICE SUPPLIES	14.68	2-01-25-240-001-036	B Office Supplies & Equipment	R	09/21/22	10/11/22		3518407179		N	
2	HPD OFFICE SUPPLIES	85.98	2-01-25-240-001-036	B Office Supplies & Equipment	R	09/21/22	10/11/22		3518407179		N	
3	HPD OFFICE SUPPLIES	4.30	2-01-25-240-001-036	B Office Supplies & Equipment	R	09/21/22	10/11/22		3518407179		N	
4	HPD OFFICE SUPPLIES	9.93	2-01-25-240-001-036	B Office Supplies & Equipment	R	09/21/22	10/11/22		3518407179		N	
6	HPD OFFICE SUPPLIES	70.58	2-01-25-240-001-036	B Office Supplies & Equipment	R	09/21/22	10/11/22		3518494451		N	
7	HPD OFFICE SUPPLIES	69.99	2-01-25-240-001-036	B Office Supplies & Equipment	R	09/21/22	10/11/22		3518494451		N	
8	HPD OFFICE SUPPLIES	18.92	2-01-25-240-001-036	B Office Supplies & Equipment	R	09/21/22	10/11/22		3518407179		N	
9	HPD OFFICE SUPPLIES	11.69	2-01-25-240-001-036	B Office Supplies & Equipment	R	09/21/22	10/11/22		3518407179		N	
10	HPD OFFICE SUPPLIES	58.36	2-01-25-240-001-036	B Office Supplies & Equipment	R	09/21/22	10/11/22		3518407179		N	
11	HPD OFFICE SUPPLIES	25.49	2-01-25-240-001-036	B Office Supplies & Equipment	R	09/21/22	10/11/22		3518879739		N	
		369.92										
22-01187	09/27/22	HPD OFFICE SUPPLIES										
1	HPD OFFICE SUPPLIES	32.09	2-01-25-240-001-036	B Office Supplies & Equipment	R	09/27/22	10/11/22		3518879741		N	
2	HPD OFFICE SUPPLIES	22.88	2-01-25-240-001-036	B Office Supplies & Equipment	R	09/27/22	10/11/22		3518879741		N	

Vendor #	Name											
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099		
Item Description		Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl		
S1096	STAPLES BUSINESS ADVANTAGE		Continued									
22-01187	09/27/22 HPD OFFICE SUPPLIES		Continued									
3 HPD OFFICE SUPPLIES		39.99	2-01-25-240-001-036	B Office Supplies & Equipment	R	09/27/22	10/11/22		3518879741	N		
		94.96										
	Vendor Total:	464.88										
S0267	STAVOLA ASPHALT COMPANY											
22-01151	09/21/22 I-5 ASPHALT											
1 INV 266039 - I-5 ASPHALT		186.43	2-01-26-290-001-127	B Street Repair & Maintenance	R	09/21/22	10/11/22		266039	N		
	Vendor Total:	186.43										
R0537	STITCHES N INK											
22-01117	09/12/22 QUOTE #18975											
1 WORK JACKET EMBROIDERY		64.00	2-09-55-501-002-507	B Uniforms & Safety Equipment	R	09/12/22	10/11/22		18975	N		
2 EMBROIDERY BLACK CARHARTT		89.99	2-09-55-501-002-507	B Uniforms & Safety Equipment	R	09/12/22	10/11/22		18975	N		
		153.99										
	Vendor Total:	153.99										
TMOBI005	T-MOBILE											
22-01194	09/28/22 STOCKTON PARKING LOT CAMERAS											
1 STOCKTON PARKING LOT CAMERAS		61.60	2-01-33-195-002-029	B Computer Software/Maint/Equip	R	09/28/22	10/11/22		983751657	N		
	Vendor Total:	61.60										
T0147	TRACTOR SUPPLY COMPANY											
22-01222	10/04/22 DRILL BIT SET											
1 INV 364018 - DRILL BIT SET		14.99	2-09-55-501-001-549	B Miscellaneous	R	10/04/22	10/11/22		364018	N		
	Vendor Total:	14.99										
T0130	TRIANGLE COPY/											
22-01203	10/03/22 LIGHT UP THE LAKE POSTER											
1 LIGHT UP THE LAKE POSTER 2022		37.50	G-02-41-761-000-000	B Mercer County Local Arts Grant	R	10/03/22	10/11/22		26239EW	N		

Vendor #	Name												
PO #	PO Date	Description	Contract	PO Type				First	Rcvd	Chk/Void		1099	
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice		Excl	
T0130	TRIANGLE COPY/	Continued											
22-01203	10/03/22 LIGHT UP THE LAKE POSTER	Continued											
2	LIGHT UP THE LAKE POSTER 2022	59.00	G-02-41-761-000-000	B	Mercer County Local Arts Grant	R	10/03/22	10/11/22		26239EW	N		
		96.50											
	Vendor Total:	96.50											
V0012	VERMEER NORTH ATLANTIC												
22-01221	10/04/22 BEARING FOR CHIPPER												
1	INV 10384579 - BEARING FOR	348.99	2-01-26-311-001-034	B	Equipment Parts & Accessories	R	10/04/22	10/11/22		10384579	N		
	Vendor Total:	348.99											
VORTE010	VORTEX SERVICES, LLC												
22-01012	08/29/22 JET VAC W/OPERATOR												
1	JET VAC W/OPERATOR	3,100.00	2-09-55-501-002-537	B	Sewer Main Cleaning & Testing	R	08/29/22	10/11/22		308081	N		
	Vendor Total:	3,100.00											
W0377	WINDSOR CAR WASH												
22-01189	09/27/22 HPD CAR WAH TICKET BOOKS												
1	HPD VEHICLE MAINTENANCE	360.00	2-01-26-315-001-131	B	Vehicle Maint. - Police	R	09/27/22	10/11/22			N		
	Vendor Total:	360.00											
W0891	WINNER FORD OF CHERRY HILL												
21-01231	10/07/21 OUTFIT FORD F150 QUOTE 9/20/21												
1	OUTFIT FORD F150 QUOTE 9/20/21	8,177.24	1-01-44-902-001-162	B	Purchase of Police Vehicle	R	10/07/21	10/11/22		50253-1	N		
	Vendor Total:	8,177.24											
WIREL005	WIRELESS ELECTRONICS, INC.												
22-01264	10/11/22 MONTHLY SVC CONTRACT OCT 22												
1	MONTHLY SVC CONTRACT OCT 22	255.00	2-01-25-240-001-029	B	Maint. Contracts - Other	R	10/11/22	10/11/22		M61382	N		
	Vendor Total:	255.00											

Vendor #	Name											
PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099				
Item	Description	Amount	Charge	Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
Total Purchase Orders:		52	Total P.O. Line Items:		133	Total List Amount:	68,161.62	Total Void Amount:		0.00		

Totals by Year-Fund								
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total	Total
CURRENT FUND	1-01	17,089.24	0.00	17,089.24	0.00	0.00	0.00	17,089.24
	1-09	7,562.00	0.00	7,562.00	0.00	0.00	0.00	7,562.00
Year Total:		24,651.24	0.00	24,651.24	0.00	0.00	0.00	24,651.24
CURRENT FUND	2-01	14,011.08	0.00	14,011.08	0.00	0.00	0.00	14,011.08
	2-09	26,954.80	0.00	26,954.80	0.00	0.00	0.00	26,954.80
	2-21	0.00	0.00	0.00	0.00	0.00	2,245.50	2,245.50
Year Total:		40,965.88	0.00	40,965.88	0.00	0.00	2,245.50	43,211.38
GENERAL CAPITAL	C-04	202.50	0.00	202.50	0.00	0.00	0.00	202.50
	G-02	96.50	0.00	96.50	0.00	0.00	0.00	96.50
Total of All Funds:		65,916.12	0.00	65,916.12	0.00	0.00	2,245.50	68,161.62

Project Description	Project No.	Rcvd Total	Held Total	Project Total
Amended Site Plan	2021-02	405.00	0.00	405.00
wilson Ave minor subdivision	2022-03	1,030.50	0.00	1,030.50
Use Variance - 2 Family Home	2022-05	810.00	0.00	810.00
Total of All Projects:		<u>2,245.50</u>	<u>0.00</u>	<u>2,245.50</u>

Resolution 2022-185

*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 \$2,022,879.32 from the following accounts:

Current		\$1,897,363.55	
W/S Operating		46,002.23	
General Capital		202.50	
Water/Sewer Capital		0.00	
Grant		96.50	
Trust		0.00	
Unemployment Trust		434.90	
Animal Control		0.00	
Law Enforcement Trust		0.00	
Tax Lien Trust		76,534.14	
Public Defender Trust		0.00	
Housing Trust		0.00	
Escrow		<u>2,245.50</u>	
Total		<u>\$2,022,879.32</u>	

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 17, 2022.

Margaret Riggio
Borough Clerk

Resolution 2022-186

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

**AUTHORIZING CHANGE ORDER #2– ALLIED PAINTING, INC.
(WATER TANK PAINTING AND REPAIR AT FIRST AVENUE,
LESHIN LANE AND CRANBURY STATION ROAD)**

WHEREAS, on May 16, 2022, the Borough Council awarded a contract for the Water Tank Painting and Repairs at First Avenue, Leshin Lane and Cranbury Station Road to Allied Painting Inc., of Cherry Hill, New Jersey at the price of \$427,300.00; and

WHEREAS, the contractor has submitted Change Order No. 2 which includes removing the existing cathodic protection system and furnishing and installing a new cathodic protection system at the Leshin Lane Water Tower; and

WHEREAS, Change Order No. 2 increases the contract amount by \$40,000.00, or 9% of the original awarded amount; and

WHEREAS, the Borough Engineer has recommended approval of Change Order No. 2; and

WHEREAS, the CFO had certified availability of the funds for the \$40,000.00 change order.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that Change Order No. 2 to Allied Painting, Inc., of Cherry Hill New Jersey for is hereby approved as detailed herein.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 17, 2022.

Margaret Riggio
Borough Clerk

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE Borough of Hightstown	2. PROJECT NO. 1104001-009	3. CONTRACT NO. 1	4. MODIFICATION NO. 2																																								
5. TO (CONTRACTOR) Allied Painting, Inc.		6. PROJECT LOCATION AND DESCRIPTION Water Tank Painting and Repairs at First Avenue, Leshin Lane, and Cranbury Station Road																																									
<p>7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%; text-align: center;"> <p>_____</p> <p>Date</p> </div> <div style="width: 40%; text-align: center;"> <p><u>Carmela Roberts, P.E., Borough Engineer</u></p> <p>Type Name and Title</p> </div> <div style="width: 30%; text-align: center;"> <p>_____</p> <p>Signature</p> </div> </div>																																											
<p>8. DESCRIPTION OF CHANGE: <i>Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:</i></p> <p>This change order add one (1) supplemental pay item as described below:</p> <p><u>Supplemental Item No. 3 (Leshin Lane Cathodic Protection Replacement)</u> – Remove existing cathodic protection system. Furnish and install new cathodic protection system.</p> <p>As a result of the above, the contract price is revised as follows:</p>																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">ITEM NO.</th> <th style="width: 45%;">ITEM DESCRIPTION</th> <th style="width: 15%;">ESTIMATED QUANTITY</th> <th style="width: 15%;">UNIT PRICE</th> <th style="width: 10%;">TOTAL COST</th> </tr> </thead> <tbody> <tr> <td colspan="5">DEDUCTS</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right;">TOTAL DEDUCT</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td colspan="5">EXTRAS</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right;">TOTAL EXTRA</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>SUPP.</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>S-3</td> <td>Leshin Lane Cathodic Protection</td> <td>1.00 LS</td> <td style="text-align: right;">\$40,000.00</td> <td style="text-align: right;">\$40,000.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right;">TOTAL SUPPLEMENTAL</td> <td style="text-align: right;">\$40,000.00</td> </tr> </tbody> </table>				ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	DEDUCTS								TOTAL DEDUCT	\$0	EXTRAS								TOTAL EXTRA	\$0	SUPP.					S-3	Leshin Lane Cathodic Protection	1.00 LS	\$40,000.00	\$40,000.00				TOTAL SUPPLEMENTAL	\$40,000.00
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST																																							
DEDUCTS																																											
			TOTAL DEDUCT	\$0																																							
EXTRAS																																											
			TOTAL EXTRA	\$0																																							
SUPP.																																											
S-3	Leshin Lane Cathodic Protection	1.00 LS	\$40,000.00	\$40,000.00																																							
			TOTAL SUPPLEMENTAL	\$40,000.00																																							
<p>TOTAL COST OF THIS MODIFICATION <u>\$40,000.00 (Increase)</u></p> <p>The contract time is hereby: increase <input type="checkbox"/> decrease <input type="checkbox"/> or remains the same <input checked="" type="checkbox"/> by <u>0</u> calendar days as a result of this modification.</p> <p>The foregoing modification is hereby accepted:</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%;"> <p>_____</p> <p>CONTRACTOR</p> </div> <div style="width: 30%;"> <p>_____</p> <p>OWNER</p> </div> <div style="width: 30%;"> <p>(NJPE SEAL)</p> </div> <div style="width: 10%;"> <p>_____</p> <p>ENGINEER</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%;">BY: _____</div> <div style="width: 30%;">BY: <u>Mayor Lawrence D. Quattrone</u></div> <div style="width: 30%;">BY: _____</div> <div style="width: 10%;">BY: _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%;">DATE: _____</div> <div style="width: 30%;">DATE: _____</div> <div style="width: 30%;">DATE: _____</div> <div style="width: 10%;">DATE: _____</div> </div>																																											
<p>APPROVAL: _____</p> <p style="text-align: center;">STATE OF NEW JERSEY</p> <p style="text-align: right;">DATE _____</p>																																											

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE Borough of Hightstown	10. PROJECT NO. 1104001-009	11. CONTRACT NO. 1	12. MODIFICATION NO. 2
13. CONTRACTOR'S PROPOSAL – Change in Contract Price and Extension of Time (Detailed breakdown, attach additional sheets as necessary)			
(Proposed) Please refer to attached memos and invoices from contractor detailing supplemental line items			
NET INCREASE <u>\$ 12,900.00</u>	NET DECREASE <u>\$ 0</u>		CALENDER DAYS INCREASE <u>0</u> DAYS
DATE:	TYPE NAME AND TITLE:		SIGNATURE:

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO. Borough of Hightstown, 1104001-009	15. CONTRACT NO. 1	16. MODIFICATION NO. 2
17. ORIGINAL CONTRACT BID PRICE \$ 427,300.00 TOTAL OF PREVIOUS CHANGE ORDERS \$ 12,900.00 TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ 480,200.00		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: This change order covers the following supplemental items: Supplemental Item No. 3 (Leshin Lane Cathodic Protection Replacement) – Remove existing cathodic protection system. Furnish and install new cathodic protection system. During the design phase, the existing cathodic protection was found to be operational. However, the Borough has since had difficulty furnishing replacement parts for system repairs due to the age of the existing cathodic protection system. The existing system is outdated and is now becoming more difficult to maintain.		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE: None.		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) : Negotiations between Allied Painting, Inc. and Roberts Engineering Group were conducted throughout the duration of construction. Roberts Engineering Group reviewed the scope with Allied Painting, Inc., as well as with the Cathodic Protection System vendor, Corpro. See attached documentation.		
DATE:	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: Carmela Roberts, P.E. Borough Engineer	SIGNATURE:

Resolution 2022-187

*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 October 17, 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 - EWRSD Leshin Lane Water Tower Agreement

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 January 3, 2023, or when the need for confidentiality no longer exists.

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

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 17, 2022.

Margaret Riggio
Borough Clerk