

**AGENDA**  
**Hightstown Borough Council**  
**June 2, 2025 | 6:30 p.m.**  
**Hightstown Engine Company No. 1**  
**140 North Main Street, Hightstown**

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

**Meeting called to order by Mayor Susan Bluth**

**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 advertised in the Trentonian and Windsor-Hights Herald as required by law and is posted on the Hightstown Borough website.

**Roll Call**

**Flag Salute**

**Approval of Agenda**

**Approval of Minutes**                      May 19, 2025 Public Session  
    May 19, 2025 Executive Session

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

**Ordinances**                                      **Ordinance 2025-06 Final Reading and Public Hearing** An Ordinance Amending Chapter 15, "Fire Prevention and Protection" Article 15-3-1 "Permits" of the Revised General Ordinances of the Borough of Hightstown, to Revise the Fee for Type I Fire Safety Permits

**Ordinance 2025-08 First Reading and Introduction** An Ordinance of the Borough of Hightstown, County of Mercer, State of New Jersey, Approving the Tax Exemption Application of Bank Street Village Urban Renewal, LLC and Authorizing Execution of a Financial Agreement therewith

**Resolutions**                                      **2025-115** Authorizing Payment of Bills  
**2025-116** Awarding a Contract for Solid Waste Dumpster Service – Waste Management of New Jersey, Inc.  
**2025-117** Resolution of the Borough of Hightstown, in the County of Mercer, Designating 3PRC, LLC as Redeveloper for Block 8, Lot 12, Block 21, Lots 1.01 and 14, and Block 30 Lot 1.01 and

Authorizing Execution of Redevelopment Agreement in Connection therewith

**2025-118** A Resolution Endorsing the Fourth Round Housing Element and Fair Share Plan

**Consent Agenda**

**2025-119** Authorizing Renewed Shared Services Agreement with East Windsor Township for Senior Services

**2025-120** A Resolution Approving Petal and Palettes as a Borough Sponsored and Covered Event

**2025-121** Resolution Authorizing Payment No. 1 to B&H Contracting for Emergency Valve Repairs and Filter Media Removal and Replacement at the Water Treatment Plant

**2025-122** Resolution of the Borough of Hightstown, County of Mercer, State of New Jersey, Approving the Corrective Action Plan in Response to the Annual Audit Report

**2025-123** Resolution Authorizing the Redemption of a Municipal Tax Lein – Rear of Stockon Street (Block 49, Lot 19)

**2025-124** A Resolution Approving the Annual Youth Fishing Derby Organized by Hightstown Engine Co. #1

**Discussion**

Rocky Brook Garden Club Butterfly Garden

**Subcommittee Reports**

**Mayor/Council/Administrative Updates**

**Executive Session**      **Resolution 2025-125** Authorizing a Meeting that Excludes the Public  
Personnel – Health Benefits Waiver  
Contract Negotiations – Robbinsville EMS

**Adjournment**

Borough of Hightstown  
County of Mercer

Ordinance 2025-06

**AN ORDINANCE AMENDING CHAPTER 15 “FIRE PREVENTION AND PROTECTION” ARTICLE 15-3-1 “PERMITS” OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, TO REVISE THE FEE FOR TYPE I FIRE SAFETY PERMITS**

**WHEREAS**, the Borough of Hightstown seeks to amend its fire safety regulations to update the fee for Type I fire safety permits, establish a deadline for applications, and provide for a late fee for untimely submissions; and

**WHEREAS**, the Borough also seeks to clarify that the fees for Type II, Type III, and Type IV fire safety permits shall remain consistent with those established by the Uniform Fire Code (N.J.A.C. 5:70-2.9(c)).

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

Section 1. That Article 15-3-1, entitled “Permits,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby amended to read as follows: (additions are shown with underline and deletions are shown with ~~strikeout~~):

**§ 15-3-1. Permits. [1991 Code § 97-16; Ord. No. 1997-4; Ord. No. 2001-20]**

~~The fees for permits issued by the Bureau of Fire Safety pursuant to the Fire Prevention Code shall be the same as those established by N.J.A.C. 5:70-2.9(c).~~

**A. Type 1 Fire Safety Permits:**

The fee for a Type I Fire Safety Permit shall be seventy-five dollars (\$75.00).

Applications for Type I Fire Safety Permits must be submitted no less than twenty (20) days prior to the scheduled date of the event.

Applications submitted within seven (7) days of the scheduled date of the event shall incur an additional late fee of seventy-five dollars (\$75.00).

**B. Type II, Type III, and Type IV Fire Safety Permits:**

Fees for Type II, Type III, and Type IV Fire Safety Permits shall be as established by N.J.A.C. 5:70-2.9(c) and any amendments thereto.

Section 2. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

Borough of Hightstown  
County of Mercer

Ordinance 2025-06

Section 3. 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.

Section 4. That this Ordinance shall take effect upon final passage and publication in accordance with the law.

Introduction: May 5, 2025

Adoption: **SCHEDULED FOR PUBLIC HEARING AND ADOPTION 6/2/2025**

ATTEST:

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MARGARET RIGGIO  
MUNICIPAL CLERK

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SUSAN BLUTH  
MAYOR



Borough of Hightstown  
County of Mercer

Ordinance 2025-08

**ORDINANCE OF THE BOROUGH OF HIGHTSTOWN, COUNTY OF MERCER,  
STATE OF NEW JERSEY APPROVING THE TAX EXEMPTION APPLICATION OF  
BANK STREET VILLAGE URBAN RENEWAL, LLC, AND AUTHORIZING  
EXECUTION OF A FINANCIAL AGREEMENT THEREWITH**

**WHEREAS**, in accordance with the criteria set forth in the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”), the Borough of Hightstown (the “**Borough**”) designated the properties formerly known as Block 54, Lots 6-9, 10.01, 13, 14.01, 16.01 & 23; Block 40, Lots 14-20, 22-28; Block 33, Lots 1-8, 10-16, 18-20, 23-25, 28, 29, 30.01, 33-35; Block 30, Lots 1-13; Block 28, Lots 56 & 57; Block 21, Lots 1-14, 20 & 26; Block 8, Lots 12-14; and Block 18, Lots 8-12 on the Borough’s official tax map (collectively, the “**Redevelopment Area**”), as an “area in need of redevelopment”; and

**WHEREAS**, by Ordinance 2020-04, adopted on August 3, 2020, the Borough Council adopted a new redevelopment plan titled the “Bank Street Redevelopment Plan,” dated July 20, 2020 (together with any further amendments thereto, the “**Redevelopment Plan**”), applicable to the portion of the Redevelopment Area known as Sub Area I; and

**WHEREAS**, the Borough and 3PRC, LLC (the “**Redeveloper**”) will enter into a redevelopment agreement (the “**Redevelopment Agreement**”), pursuant to which the Redeveloper will redevelop the portion of the Redevelopment Area consisting of Block 8, Lot 12, Block 21, Lots 1.01 (f/k/a Block 21, Lots 1-13, 20 & 26) and Lot 14, and Block 31, Lot 1.01 (f/k/a portion of Lot 1, Lots 2-7, 10, 11 and portion of Lot 12) (collectively, the “**Project Area**”); and

**WHEREAS**, in accordance with the Redevelopment Agreement, the Redeveloper will construct, on the Project Area, a project including up to three hundred eighty-seven (387) residential units, consisting of three hundred forty-three (343) rental apartments (or up to sixteen (16) boutique hotel guest suites in lieu of ten (10) apartments), forty-three (43) townhomes and one (1) unit for an on-site manager, together with appurtenant amenity space, parking and other infrastructure improvements (collectively, the “**Project**”); and

**WHEREAS**, despite the Redeveloper’s investment of equity and borrowed funds, such amounts are insufficient to feasibly pay for all of the costs associated with the development and construction of the Project; and

**WHEREAS**, the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 *et seq.* (the “**Long Term Tax Exemption Law**”) authorizes the Borough to accept, in lieu of real property taxes, an annual service charge paid by the owner of the Project; and

**WHEREAS**, Bank Street Village Urban Renewal, LLC (the “**Entity**”), an affiliate of the Redeveloper, submitted to the Mayor an Application (the “**Application**”) requesting approval of a long-term tax exemption for the Project; and

**WHEREAS**, the Entity also submitted to the Mayor a form of financial agreement (the “**Financial Agreement**”), which sets forth the rights, responsibilities and obligations of the Entity; and

Borough of Hightstown  
County of Mercer

Ordinance 2025-08

**WHEREAS**, pursuant to the terms of the Financial Agreement, in lieu of real property taxes on the Project, the Entity will pay an annual service charge (the “**Annual Service Charge**”) to the Borough; and

**WHEREAS**, the Mayor gave to the Borough Council her recommendation for approval of the Application, a copy of which recommendation is on file with the Borough Clerk; and

**WHEREAS**, the Borough Council has determined that the Project represents an undertaking permitted by the Long Term Tax Exemption Law, and hereby finds that the relative benefits of the Project justify the long term tax exemption requested in the Application.

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

**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length

**Section 2.** The Application and form of Financial Agreement are hereby approved.

**Section 3.** The Mayor is hereby authorized and directed to execute the Financial Agreement with the Entity, in substantially the same form as that on file with the Borough Clerk, subject to minor modification or revision, as deemed necessary and appropriate after consultation with counsel.

**Section 4.** The Clerk of the Borough is hereby authorized and directed, upon the execution of the Financial Agreement by the Mayor, to attest to the Mayor’s signature thereon.

**Section 5.** An executed copy of the Financial Agreement shall be certified by and be filed with the Office of the Borough Clerk. Further, the Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Borough, and County Counsel and the Chief Financial Officer of Mercer County within ten (10) days of the execution of the Financial Agreement.

**Section 6.** This ordinance shall take effect in accordance with all applicable laws.

Introduction:

Adoption:

ATTEST:

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MARGARET RIGGIO  
MUNICIPAL CLERK

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SUSAN BLUTH  
MAYOR



## Borough of Hightstown

156 Bank Street, Hightstown, NJ 08520  
(609) 490-5100 Fax: (609) 371-0267

Website: [www.hightstownborough.com](http://www.hightstownborough.com)

June 2, 2025

Peggy Riggio, RMC  
Municipal Clerk  
Borough of Hightstown  
156 Bank Street  
Hightstown, New Jersey 08520

**Re: Bank Street Village Urban Renewal, LLC (the "Entity")**

Dear Ms. Riggio:

I reviewed the financial agreement submitted by the Entity for the proposed long term tax exemption relating to the project consisting of up to three hundred eighty-seven (387) residential units, including three hundred forty-three (343) rental apartments (or up to sixteen (16) boutique hotel guest suites in lieu of ten (10) apartments), forty-three (43) townhomes and one (1) unit for an on-site manager, together with appurtenant amenity space, parking and other infrastructure improvements (collectively, the "**Project**"), to be constructed on the property in the Borough known as Block 8, Lot 12, Block 21, Lots 1.01 (f/k/a Block 21, Lots 1-13, 20 & 26) and Lot 14, and Block 31, Lot 1.01 (f/k/a portion of Lot 1, Lots 2-7, 10, 11 and portion of Lot 12).

I believe this Project is a desirable and needed improvement in the Borough. Therefore, I recommend that the Financial Agreement be approved, provided that all legal prerequisites have been met.

Sincerely yours,

Susan Bluth, Mayor

**FINANCIAL AGREEMENT**  
**BY AND BETWEEN**  
**THE BOROUGH OF HIGHTSTOWN**  
**AND**  
**BANK STREET VILLAGE URBAN RENEWAL, LLC**  
**DATED AS OF \_\_\_\_\_, 2025**

## **FINANCIAL AGREEMENT**

**THIS FINANCIAL AGREEMENT** (hereinafter this “**Agreement**”), made this \_\_ day of June, 2025 (the “**Effective Date**”) by and between **BANK STREET VILLAGE URBAN RENEWAL, LLC**, a New Jersey limited liability company, with offices at c/o The PRC Group, 141 West Front Street, Suite 410, Red Bank, New Jersey 07701 (together with its successors and assigns, the “**Entity**”) and the **BOROUGH OF HIGHTSTOWN**, a municipal corporation in the County of Mercer and the State of New Jersey, with offices at 156 Bank Street, Hightstown, New Jersey 08520 (the “**Borough**”). The Borough and Entity may be referred to individually as a “**Party**”, or collectively as the “**Parties**”.

### **WITNESSETH:**

**WHEREAS**, the Entity is an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (as the same may be amended or supplemented from time to time, the “**Long Term Tax Exemption Law**”); and

**WHEREAS**, in accordance with the criteria set forth in the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (as the same may be amended or supplemented from time to time, the “**Redevelopment Law**”), by Resolution No. 2003-19 duly adopted on December 1, 2003, as amended by Resolution No. 2018-72, adopted on March 19, 2018, and Resolution No. 2019-224, adopted on December 16, 2019, the Council of the Borough of Hightstown (the “**Borough Council**”) identified and designated the area consisting of Block 54, Lots 6-9, 10.01, 13, 14.01, 16.01 & 23; Block 40, Lots 14-20, 22-28; Block 33, Lots 1-8, 10-16, 18-20, 23-25, 28, 29, 30.01, 33-35; Block 30, Lots 1-13; Block 28, Lots 56 & 57; Block 21, Lots 1-14, 20 & 26; Block 8, Lots 12-14; Block 18, Lots 8-12 on the Borough’s official tax map (collectively, the “**Redevelopment Area**”) as an “area in need of redevelopment”; and

**WHEREAS**, a redevelopment plan containing development standards for a portion of the Redevelopment Area known as Sub-Area I (Bank Street) (the “**Redevelopment Plan**”) was adopted by Ordinance No. 2015-04 on April 20, 2015, which revised redevelopment plans for the Redevelopment Area previously adopted on September 7, 2004, October 2, 2006, and October 6, 2008, and which was subsequently further amended by ordinances adopted March 6, 2017, April 2, 2018 and August 3, 2020; and

**WHEREAS**, 3PRC, LLC (the “**Redeveloper**”), an affiliate of the Entity, expressed a desire to redevelop a portion of the Redevelopment Area consisting of the parcels designated on the Borough’s tax map as Block 8, Lot 12, Block 21, Lots 1- 14, 20 & 26, and Block 30, Lots 1-7 and 10-13 (collectively, as more particularly described in **Exhibit A** hereto, the “**Project Area**”) by constructing thereon up to three hundred eighty-seven (387) residential units, consisting of three hundred forty-three (343) rental apartments, forty-three (43) townhomes and one (1) unit for an on-site manager, together with appurtenant amenity space, parking and other infrastructure improvements (the “**Improvements**”); and

**WHEREAS**, on September 16, 2020, the Planning Board of the Borough of Hightstown (the “**Planning Board**”) granted Preliminary and Final Major Site Plan Approval and Minor Subdivision Approval for the development and construction of the Improvements on the Project Area (the “**Project**”), as memorialized by Resolution No. 2020-09 adopted by the Planning Board on November 9, 2020, and as shown on that certain Preliminary and Final Major Site Plan for PRC Hightstown prepared by Maser Consulting, dated August 13, 2020 (the “**Site Plan**”); and

**WHEREAS**, on June 12, 2023, the Planning Board granted Minor Subdivision Plan Approval as memorialized by Resolution No. 2023-10 as adopted by the Planning Board on June 12, 2023 and as shown on that certain Minor Subdivision Plan for PRC Hightstown prepared by Colliers Engineering & Design, dated August 10, 2020, and filed as Plat #4183 with the Mercer County Clerk (the “**Subdivision Plat**”), which Subdivision Plat created the following new consolidated lots: (i) Block 21, Lot 1.01 (formerly Block 21 Lots 1-13, 20, and 26) (“**Tract A**”); and (ii) Block 30, Lot 1.01 (formerly Block 30, Lot 1 (portion of only), Lots 2-7 and 10, 11, and 12 (portion only) (“**Tract B**”), which together with Block 8, Lot 12 (“**Tract C**”) form the Project Area; and

**WHEREAS**, the Redeveloper now owns the entire Project Area; and

**WHEREAS**, on \_\_\_\_\_, 2025, the Borough and the Redeveloper entered into a redevelopment agreement (the “**Redevelopment Agreement**”), pursuant to which the Redeveloper and the Borough agreed on certain terms and provisions relating to the Redeveloper’s proposed redevelopment of the Project on the Project Area; and

**WHEREAS**, the Entity has submitted an application to the Borough for the approval of a tax exemption for the Project pursuant to the Long Term Tax Exemption Law (the “**Application**”), which Application is attached hereto as **Exhibit B**; and

**WHEREAS**, on \_\_\_\_\_, 2025, the Borough Council adopted an ordinance entitled, “Ordinance of the Borough Hightstown, County of Mercer, State of New Jersey, Approving the Tax Exemption Application of, and the Execution of a Financial Agreement with 3PRC Urban Renewal, LLC in connection with a Portion of the Bank Street Redevelopment Area”, a copy of which is attached hereto as **Exhibit C** (the “**Ordinance**”); and

**WHEREAS**, the Borough made the following findings with respect to the Project:

A. Relative Benefits of the Project:

The Project will facilitate the Borough’s financing of the relocation of municipal facilities to another location, the construction of a residential project on the currently underutilized Property, and the expansion and realignment of parking capacity for the Borough’s Firehouse. The Project will generate significant new municipal revenues through the Annual Service Charge (defined below) and water/sewer fees. The Project will include the following public benefits: (1) a payment to the Borough of Nine Hundred Thousand Dollars (\$900,000.00) for the former Municipal Building Property, (2) the provision of thirty-six (36) parking

spaces in a structured parking facility for use by the public and the Borough Firehouse, (3) the installation of infrastructure improvements to support the Rocky Brook Park and the Borough Firehouse, (4) the installation of other lighting, landscaping, and roadway improvements, and (5) payment to the Borough of an Affordable Housing Fee in the amount of Three Hundred Eighty-Six Thousand Dollars (\$386,000.00), which will further the Borough's ability to satisfy future Affordable Housing obligations. The Project is expected to produce approximately \_\_\_ temporary construction jobs and approximately \_\_\_ permanent jobs.

- B. Assessment of the importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

The tax exemption permits the private mixed-use development of underutilized property and provides a stream of revenue to the Borough in the form of the Annual Service Charge. The relative stability and predictability of the Annual Service Charge will allow the owners and, by extension, the occupants of the Project to stabilize their expenses, which will ensure the likelihood of the success of the Project and ensure that it will have a positive impact on the surrounding area. Further, the relative stability and predictability of the Annual Service Charge makes the Project more attractive to investors and lenders needed to finance the Project. The tax exemption permits the development of the Project in an area that cannot otherwise be developed by reducing the expenses associated with the operation of the Project. Accordingly, without the incentive of the tax exemption, it is unlikely that the Project would be undertaken. Without the Project, the benefits described above would not be realized; and

**WHEREAS**, the Borough will grant to the Redeveloper a credit in the total aggregate amount of \$854,000.00, to be applied towards the payment of the Annual Service Charges owed under this Agreement in annual installments of \$85,400.00, commencing on the sixth (6<sup>th</sup>) year following the Annual Service Charge Start Date and continuing through and including the fifteenth (15<sup>th</sup>) year following the Annual Service Charge Start Date (the "**Annual Service Charge Credit**") and as further outlined in **Section 4.03** of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

## **ARTICLE I** **GENERAL PROVISIONS**

### **SECTION 1.01 Governing Law**

This Agreement shall be governed by the provisions of (a) the Long Term Tax Exemption Law, (b) the Local Redevelopment and Housing Law, (c) the Ordinance, and (d) all other Applicable Laws. It is expressly understood and agreed that the Borough expressly relies upon



the facts, data, and representations contained in the Application in granting the tax exemption described and memorialized by this Agreement.

## **SECTION 1.02 General Definitions**

The following terms shall have the meanings assigned to such term in the preamble and recitals to this Agreement:

<u>Agreement</u>	<u>Project</u>
<u>Annual Service Charge Credit</u>	<u>Project Area</u>
<u>Application</u>	<u>Redevelopment Agreement</u>
<u>Borough</u>	<u>Redevelopment Area</u>
<u>Borough Council</u>	<u>Redevelopment Law</u>
<u>Entity</u>	<u>Redevelopment Plan</u>
<u>Effective Date</u>	<u>Site Plan</u>
<u>Long Term Tax Exemption Law</u>	<u>Subdivision Plat</u>
<u>Ordinance</u>	<u>Tract A</u>
<u>Party/Parties</u>	<u>Tract B</u>
<u>Planning Board</u>	<u>Tract C</u>

Capitalized terms used but not expressly defined in this Agreement shall have the same meanings ascribed thereto in the Redevelopment Agreement. Unless specifically provided otherwise herein, or if the context otherwise requires, the following terms, when used in this Agreement, shall mean:

Administrative Fee – The fee paid to the Borough by the Entity, as set forth in **Section 4.06** of the Agreement.

Affordable Housing Fee – The fee paid to the Borough by the Entity in lieu of providing affordable housing units on-site as set forth in **Section 3.04** of the Redevelopment Agreement.

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to the provisions of N.J.S.A. 40A:20-3(b).

Allowable Profit Rate - As defined by N.J.S.A. 40A:20-3(b).

Annual Gross Revenue – “Gross Revenue” as defined by N.J.S.A. 40A:20-3(a) calculated on an annualized basis for each calendar year during the term of this Agreement.

Annual Service Charge - The amount the Entity has agreed to pay the Borough, or its designee, pursuant to Article IV for municipal services supplied to the Project, which sum is in lieu of any taxes on the Land and Improvements. The Annual Service Charge shall be prorated in the year in which the Annual Service Charge begins and the year in which the Annual Service Charge terminates.



Annual Service Charge Start Date – The first (1<sup>st</sup>) day of the month following the month of Completion of any Component of the Project.

Applicable Law – All federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Local Redevelopment and Housing Law, the Long Term Tax Exemption Law, as applicable, relevant construction codes including construction codes governing access for persons with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder.

Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit as provided in N.J.S.A. 40A:20-3(c). The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

Certificate of Occupancy - A temporary (if temporary or conditional for the limited reasons of grading, seeding, landscaping and/or surface pavement course) or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code issued by the Borough authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

Completion – “Completion” means with respect to the Project (or any portion thereof), that all work related to the Project (or any portion thereof), or any other work or actions to which such term is applied, has been completed, acquired and/or installed in accordance with the Redevelopment Agreement and in compliance with Applicable Law so that (a) the Project (or any portion thereof) that has been Completed, may, in all respects, be used and operated under the applicable provisions of the Redevelopment Agreement, or (b) with respect to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed as evidenced by a Certificate of Occupancy. Notwithstanding anything herein to the contrary, and for purposes of clarity, the issuance of a temporary Certificate of Occupancy shall constitute “Completion” for the purposes of this Agreement and the commencement of the Annual Service Charge.

Component – Each component of the Project for which one (1) or more Certificates of Occupancy may be issued and further described as follows:

- (i) Component 1 - the construction of the following Improvements on **Tract A** and **Tract C**: (i) thirty-five (35) new townhomes on **Tract A**; (ii) eight (8) new townhomes on **Tract C**; (iii) the leasing and amenity building on **Tract C**; and (iv) the Site Plan Required Improvements associated with such improvements;
- (ii) Component 2 - the construction of the following Improvements on **Tract B**: (i) the new four-story mixed-use building (the “**Mixed-Use Building**”) consisting of 193 apartment units (or, if elected by the Redeveloper, 183 apartment units and sixteen (16) boutique hotel guest suites); (ii) the attached six-story structured parking garage

consisting of 411 parking spaces; and (iii) the Site Plan Required Improvements associated with such improvements; and

- (iii) Component 3 - (i) the rehabilitation of the existing concrete mill building located on **Tract B** into a four-story fifty-nine (59) unit apartment building on **Tract B** together with a pool; (ii) the rehabilitation of the existing brick mill building located on **Tract A** into a three-story ninety-one (91) unit apartment building together with the proposed lobby and amenity space; (iii) the construction of a two-level structured parking garage consisting of 139 spaces; and (iv) the Site Plan Required Improvements associated with such improvements.

County – The County of Mercer.

Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for a project for a period equal to the term of the tax exemption granted by this Agreement.

Default - A breach or the failure of either Party to perform any obligation imposed upon such Party by the terms of this Agreement, or under Applicable Law, beyond any applicable grace or cure periods after written notice of such breach or failure.

Default Notice – As defined in **Section 14.02**.

Financial Plan – The plan attached to the Application as **Exhibit 14**.

Improvements - Any building, structure or fixture to be constructed and permanently affixed to the Land in connection with the Project pursuant to the terms of the Redevelopment Agreement.

In Rem Tax Foreclosure - A summary proceeding by which the Borough may enforce the lien for taxes due and owing by a tax sale in accordance with the provisions of N.J.S.A. 54:5-1 et seq.

In Rem Tax Foreclosure Act – N.J.S.A. 54:5-104.29 et seq., as the same may be amended or supplemented from time to time.

Land – The real property, but not the Improvements, making up the entirety of the Project Area (i.e. Block 21, Lot 1.01; Block 30, Lot 1.01, and Block 8, Lot 12 on the Borough's official tax maps) as more particularly described by the metes and bounds description set forth in **Exhibit A** of this Agreement.

Land Taxes - The amount of taxes assessed on the value of the Land exclusive of the value of any Improvements related thereto, in accordance with Applicable Laws.

Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods, if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

Material Conditions – As defined in **Section 4.07**.

Minimum Annual Service Charge – The amount of the total taxes levied against any portion of the Property upon which a Component of the Project is constructed for the last full tax year that such portion of the Property was subject to taxation.

Municipal Clerk - The Borough municipal clerk.

Net Profit – The Annual Gross Revenue of the Entity pertaining to any Component of the Project Area, less all operating and non-operating expenses of the Entity for such Component, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c), which includes, but is not limited to, the Debt Service and an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost over the term of the abatement granted pursuant to this Agreement as well as all other expenses permitted under the provisions of N.J.S.A. 40A:20-3(c).

State – The State of New Jersey.

Tax Assessor – The Borough tax assessor.

Tax Collector – The Borough tax collector.

Tax Sale Law – N.J.S.A. 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Termination – Expiration of the term of this Agreement in accordance with **Article III** or any action or omission which by operation of the terms of this Agreement shall cause the Entity to relinquish or forfeit the tax exemption granted pursuant to this Agreement.

Total Project Cost – The total cost of construction and/or rehabilitation of the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are as defined in N.J.S.A. 40A:20-3(h). Total Project Cost shall include the actual costs incurred to construct the Improvements which are specifically described in the Application.

Transferee - As defined in **Section 8.01**.

Transferee Agreement - As defined in **Section 8.01**.

### **SECTION 1.03 Interpretation and Construction**

In this Agreement, unless the context otherwise requires:

A. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means any period of time occurring after the Effective Date of this Agreement.

B. Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

C. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

D. Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

E. Unless otherwise indicated to the contrary, all approvals, consents and acceptances required to be given or made by any person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

F. All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be more than twenty (20) days, unless the context dictates otherwise.

G. The recitals set forth at the beginning of this Agreement are hereby incorporated by reference into the body of this Agreement and shall constitute substantive provisions of this Agreement. All references to the terms and conditions of this Agreement shall be deemed to include the recitals as if fully set forth herein.

H. All exhibits referred to in this Agreement and attached hereto are incorporated herein and made a substantive part hereof.

## **ARTICLE II** **APPROVAL**

### **SECTION 2.01 Approval of Tax Exemption**

The Borough has granted and does hereby grant its approval for a tax exemption for the Land and Improvements comprising the Project Area in accordance with the provisions of the Long Term Tax Exemption Law. Pursuant to the Ordinance, the Land and Improvements to be constructed and maintained by the Entity shall be exempt from taxation as provided for herein.

### **SECTION 2.02 Approval of the Entity**

Approval is granted to the Entity based on its representation that its Certificate of Formation attached to the Application as **Exhibit 2** thereto contains all the requisite provisions of Applicable Law, has been reviewed and approved by the Commissioner of the Department of

Community Affairs, and has been filed with, as appropriate, the Department of Treasury, all in accordance with N.J.S.A. 40A:20-5.

### **SECTION 2.03 Improvements to be Constructed**

The Entity represents that it will construct or cause the Improvements to be constructed in accordance with the Redevelopment Plan, the Site Plan and the Redevelopment Agreement.

### **SECTION 2.04 Ownership, Management and Control**

The Entity represents that it is the Owner of the Project Area. The Entity expressly covenants, warrants and represents that upon Completion of the Project, the Project, including all Land and Improvements, shall be used, managed and operated for the purposes set forth in the Application and in accordance with the Redevelopment Plan, the Redevelopment Agreement and all Applicable Laws.

### **SECTION 2.05 Financial Plan**

The Entity represents that the Improvements shall, in all material respects, be financed in accordance with the representations set forth in the Financial Plan. The Application and Financial Plan set forth the estimated Total Project Cost, the projected amortization rate on Total Project Cost, the source of funds, the projected interest rates to be paid on construction financing, the source and amount of paid-in capital, and the anticipated terms of any mortgage amortization.

## **ARTICLE III** **DURATION OF AGREEMENT**

### **SECTION 3.01 Term**

This Agreement is effective on the Effective Date. Subject to the Parties compliance with the Applicable Laws and this Agreement, it is understood and agreed by the Parties that this Agreement, including, without limitation, the Entity's obligation to pay Annual Service Charges under **Article IV** and the tax exemption granted and referred to in **Section 2.01**, shall remain in effect until the earlier of (i) thirty-five (35) years from the date of the Effective Date or (ii) thirty (30) years from the Annual Service Charge Start Date for any Component of the Project. The tax exemption shall continue in full force and effect so long as the Project is owned or leased by a corporation, association or other entity formed and operating under the Long Term Tax Exemption Law. Upon Termination of this Agreement: (a) the tax exemption for the Project shall expire; (b) the Land and Improvements shall thereafter be assessed and taxed according to the Applicable Law pertaining to other nonexempt property in the Borough; and (c) all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the Borough's acceptance of its final accounting, pursuant to N.J.S.A. 40A:20-13.

### **SECTION 3.02 Date of Termination**

Upon any Termination of the tax exemption, as described in **Section 3.01**, the date of such Termination shall be deemed to be the last day of the fiscal year of the Entity.

### **SECTION 3.03 Voluntary Termination by Entity**

The Entity may, at any time after the expiration of one (1) year from the Completion of the Project, notify the Borough that as of a certain date designated in the notice, the Entity relinquishes its status under the Long Term Tax Exemption Law and that the Entity has obtained the consent of the Commissioner of the Department of Community Affairs. Upon the voluntary Termination of the Agreement under this **Section 3.03**, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the Borough's acceptance of the Entity's final accounting, pursuant to N.J.S.A. 40A:20-13.

## **ARTICLE IV** **ANNUAL SERVICE CHARGE**

### **SECTION 4.01 Annual Service Charge Consent**

The Entity hereby consents and agrees to the amount of the Annual Service Charge and to the liens described in this Agreement, and the Entity shall not contest the validity or amount of any such lawfully imposed lien. Notwithstanding anything herein to the contrary, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances, including, without limitation, any loss of the status of the Entity as an urban renewal entity qualified under and as defined in the Long Term Tax Exemption Law, or any violation by the Borough of any provisions of this Agreement, provided however, that the Entity reserves the right to reasonably contest the Borough's calculation of the Annual Service Charge in the event of a dispute of such calculation. The Entity's remedies shall be limited to those specifically set forth herein and otherwise provided by Applicable Law.

### **SECTION 4.02 Payment of Annual Service Charge**

A. In consideration of the tax exemption granted by the Borough pursuant to the terms, conditions, and provisions of this Agreement, the Entity shall make payment of the Annual Service Charge commencing on the Annual Service Charge Start Date.

B. Payment of the Annual Service Charge for any Component of the Project shall be made to the Borough on a quarterly basis on February 1, May 1, August 1, and November 1 after the Annual Service Charge Start Date for such Component in accordance with the Borough's tax collection schedule, subject, nevertheless, to adjustment for over or underpayment within ninety (90) days after the close of each calendar year. The obligation to pay the Annual Service Charge for each Completed Component of the Project shall continue until the Termination of the Agreement.

C. In the event that the Entity fails to timely pay the Annual Service Charge or any installment thereof, the amount past due shall bear the highest rate of interest permitted under Applicable Law then being assessed by the Borough against other delinquent taxpayers in the case of unpaid taxes or tax liens on other property located within the Borough until the delinquent Annual Service Charge is paid.

D. In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-12, in the event of any change in the tax-exemption status as provided herein during any tax year, including but not limited to any Termination, the procedure for the apportionment of any taxes and/or Annual Service Charge, as the case may be, shall be the same as in the case of other changes in tax exemption status to any other property located within the Borough during the tax year in accordance with Applicable Law.

### **SECTION 4.03 Annual Service Charge Amount**

Pursuant to N.J.S.A. 40A:20-12, the Annual Service Charge for any respective Component of the Project shall be an amount equal to:

A. For each of the first (1<sup>st</sup>) ten (10) years commencing on January 1<sup>st</sup> of the first (1<sup>st</sup>) full calendar year following the Annual Service Charge Start Date, the Annual Service Charge for the then-Completed Components of the Project shall be equal to ten percent (10%) of the Annual Gross Revenue, subject to: (i) the Minimum Annual Service Charge adjustment set forth in the paragraph immediately following clause (F) below, and (ii) an Annual Service Charge Credit in the amount of \$85,400.00 (or such lesser pro-rated amount of the Annual Service Charge Credit as calculated under **Section 4.03(F)**, as applicable) with respect to year six (6) to year ten (10);

B. For each of the years eleven (11) through fifteen (15) from the Annual Service Charge Start Date, the Annual Service Charge for the then-Completed Components of the Project shall be ten and one-half percent (10.5%) of the Annual Gross Revenue, subject to an Annual Service Charge Credit in the amount of \$85,400.00 (or such lesser pro-rated amount of the Annual Service Charge Credit as calculated under **Section 4.03(F)**, as applicable) with respect to year eleven (11) to year fifteen (15);

C. For each of the years sixteen (16) through twenty (20) from the Annual Service Charge Start Date, the Annual Service Charge for the then-Completed Components of the Project shall be eleven percent (11%) of the Annual Gross Revenue; and

D. For each of the years twenty-one (21) through twenty-five (25) from the Annual Service Charge Start Date, the Annual Service Charge for the then-Completed Components of the Project shall be eleven and one-half percent (11.5%) of the Annual Gross Revenue; and

E. For each of the years twenty-six (26) from the Annual Service Charge Start Date through the end of the term of this Financial Agreement, the Annual Service Charge for the then-Completed Components of the Project shall be twelve and one-half percent (12.5%) of the Annual Gross Revenue.



F. Notwithstanding anything else herein to the contrary, the application of the Annual Service Charge Credit shall be subject to adjustment if any Component of the Project is not Completed on or before Year Six (6). The total Annual Service Charge Credit in the amount of \$85,400 shall be allocated equally among the three (3) Components of the Project, with One-Third (1/3) of the total credit, or \$28,466.66, allocated to each Component.

If all three (3) Components are Completed by Year Six (6), the full Annual Service Charge Credit shall apply in accordance with **Sections 4.03 A and B** above. If, however, one or more Components are not Completed by Year Six (6), the Annual Service Charge Credit shall be applied on a pro rata basis in the amount of \$28,466.66 for each Component that has been Completed as of that date. The balance of the Annual Service Charge Credit shall be applied on a staggered basis upon Completion of each remaining Component, with the credit for each such Component commencing in the year following its Completion.

Notwithstanding the foregoing to the contrary, the Annual Service Charge for any portion of the Property upon which a Component of the Project is Completed shall be billed at the Minimum Annual Service Charge for a period of six (6) full calendar months following Completion, provided however, that such Annual Service Charge shall be subject to adjustment in accordance with **Section 7.05** of this Agreement.

Notwithstanding the provisions of the Long Term Tax Exemption Law or any provision of this Agreement to the contrary, the Annual Service Charge shall never be reduced below the Minimum Annual Service Charge through any tax appeal on the Land and/or Improvements or any other legal proceeding regarding the Project during the period that this Agreement is in force and effect. Further, any and all tax appeals, if any, currently pending on the Land or existing improvements have been withdrawn.

#### **SECTION 4.04 Land Taxes and Credits, Reformation of Annual Service Charge**

A. In the event the exemption of the Land authorized under N.J.S.A. 40A:20-12 is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect and shall be reformed to provide that Land Taxes are assessed on the Land. In such case, the payment for Land Taxes shall be applied as a credit against the Annual Service Charge for the subsequent year. In any year that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any land tax credits against the Annual Service Charge.

B. In the event the exemption of the Land authorized under N.J.S.A. 40A:20-12 is invalidated as described in **Section 4.04(A)**, all Land Taxes shall be separately assessed for the Land and shall be computed according to the general laws applicable to all other tax ratables. For the avoidance of doubt, the Parties agree that if the exemption on Land is invalidated, the Borough shall assess Land Taxes solely on the Land without regard to any Improvements or any increase in value to the Land because of the Improvements or the Project approvals relating thereto. The Entity's failure in any tax year to make any Land Tax Payments when due and owing shall render the Entity ineligible for any Land Tax credits against the Annual Service Charge assessed under **Section 4.04(A)** during the applicable credit period, subject to a right to cure any such delinquency



prior to the end of the applicable tax year. If applicable, the Entity will be required to make payment of both the Annual Service Charge and the Land Tax Payment. The Entity's failure to make the requisite Annual Service Charge payment and/or the requisite Land Tax Payment (if applicable) when due shall constitute a violation and breach of this Agreement. The Borough shall, among its other remedies, have the right to proceed against the Land pursuant to the Tax Sale Law and/or may declare a Default under this Agreement upon sixty (60) days written notice to the Entity.

#### **SECTION 4.05 Schedule of Stage Adjustments to Annual Service Charge**

Pursuant to N.J.S.A. 40A:20-12(b), the Annual Service Charge shall be adjusted as follows:

A. Stage One. Commencing on January 1<sup>st</sup> of the first (1<sup>st</sup>) full calendar year following the Annual Service Charge Start Date through the tenth (10<sup>th</sup>) year of the Agreement, the Annual Service Charge shall be the amount established in accordance with **Section 4.03(A)** or **4.04** of the Agreement, as applicable.

B. Stage Two. From the eleventh (11<sup>th</sup>) year through the fifteenth (15<sup>th</sup>) year of the Agreement, the Annual Service Charge shall be the amount established in accordance with **Section 4.03(B)** or **4.04** of the Agreement, as applicable, or twenty percent (20%) of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

C. Stage Three. From the sixteenth (16<sup>th</sup>) year through the twentieth (20<sup>th</sup>) year of the Agreement, the Annual Service Charge shall be the amount established in accordance with **Section 4.03(C)** or **4.04** of the Agreement, as applicable, or forty percent (40%) of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

D. Stage Four. From the twenty-first (21<sup>st</sup>) year through the twenty-fourth (24<sup>th</sup>) year of the Agreement, the Annual Service Charge shall be the amount established in accordance with **Section 4.03(D)** or **4.04** of the Agreement, as applicable, or sixty percent (60%) of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

E. Fifth Stage. From the twenty-fifth (25<sup>th</sup>) year through the thirtieth (30<sup>th</sup>) year of the Agreement, the Annual Service Charge shall be the amount established in accordance with **Section 4.03(E)** or **4.04** of the Agreement, as applicable, or eighty percent (80%) of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

#### **SECTION 4.06 Administrative Fee**

In addition to the Annual Service Charge, the Entity shall pay to the Borough an annual administrative fee of two percent (2%) of the Annual Service Charge for any Completed Component of the Project upon the Annual Service Charge Start Date, and each anniversary of the actual Annual Service Charge thereafter prior to the Termination Date (the “**Administrative Fee**”).

In the event the Entity fails to pay the Administrative Fee when due and owing, the amount paid shall bear the highest rate of interest permitted under applicable State law and then being assessed by the Borough against other delinquent taxpayers in the case of unpaid taxes or tax liens until paid.

**SECTION 4.07 Material Conditions**

It is expressly agreed and understood that all payments of Annual Service Charges, Land Taxes, if applicable, and the Administrative Fee, in each case together with any interest payments, penalties or costs of collection due thereon, if any, are material conditions of this Agreement (the “**Material Conditions**”). If any other term, covenant or condition of this Agreement, as to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

**SECTION 4.08 No Reduction in Payment of the Annual Service Charge**

Neither the amounts nor dates established for payment of the Annual Service Charge, as provided in **Sections 4.02 and 4.03** hereof shall be reduced, amended or otherwise modified during the Term of this Agreement, unless otherwise consented to by the Borough and the Entity in writing.

**SECTION 4.09 Annual Service Charges as Municipal Lien**

In accordance with the provisions of this Agreement, the Annual Service Charge shall constitute a continuous municipal lien on the Property and the Improvements to the extent permitted under Applicable Law.

**SECTION 4.10 Security for Payment of Annual Service Charges**

In order to secure the full and timely payment of the Annual Service Charges, the Borough on its own behalf reserves the right to prosecute an In Rem Tax Foreclosure action against the Property, as more fully set forth in this Agreement.

**ARTICLE V**  
**INTENTIONALLY OMITTED**

## **ARTICLE VI** **CERTIFICATE OF OCCUPANCY**

### **SECTION 6.01** Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a reasonably timely manner.

### **SECTION 6.02** Filing of Certificate of Occupancy

It shall be the responsibility of the Entity to promptly file with both the Tax Assessor and the Tax Collector a copy of any Certificate of Occupancy issued for the Project.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph shall not militate against any action or non-action, taken by the Borough, including, if appropriate retroactive billing with interest for any charges determined to be due from the Entity in the absence of such filing.

## **ARTICLE VII** **ANNUAL AUDITS**

### **SECTION 7.01** Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles and as otherwise prescribed by Applicable Law.

### **SECTION 7.02** Periodic Reports, Audits and Disclosure Statements

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, for the duration of this Agreement, the Entity shall submit to the Mayor, Borough Council, the Tax Collector and the Municipal Clerk, who shall advise those municipal officials required to be advised, and the Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year pursuant to N.J.S.A. 40A:20-3(c). The Auditor's Report shall clearly identify and calculate the Net Profit for the Entity during the previous year. The Entity assumes all costs associated with the preparation of such Auditor's Reports.

B. Total Project Cost Audit: Within ninety (90) days after the final Certificate of Occupancy is issued for the Project, the Entity shall, unless this Agreement is terminated, submit to the Mayor, Borough Council, the Tax Collector and the Municipal Clerk, who shall advise those municipal officials required to be advised, an audit of the Total Project Cost, certified as to actual construction costs in the form attached as **Exhibit 11** to the Application. The Entity assumes all costs associated with the preparation of such Total Project Cost audit.

C. Disclosure Statement: On each anniversary date of the Effective Date, if there has been a change in ownership or interest from the prior year's filing, the Entity shall submit to the Mayor, Borough Council, the Tax Collector and the Municipal Clerk, who shall advise those municipal officials required to be advised, a disclosure statement listing the persons having an ownership interest in the Project and the corresponding percentage of the ownership interest of each such person. The Entity shall provide the Borough with such additional information relating to any such disclosure statement as the Borough may reasonably request from time to time.

### **SECTION 7.03 Inspection**

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, by representatives duly authorized by the Borough and Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:20-9(e). The Entity shall also permit, upon written request, examination and audit of its books, contracts, records, documents and papers relating to the Project by representatives duly authorized by the Borough and Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:20-9(e). All inspections under this **Section 7.03** shall be made upon no less than ten (10) days prior written notice and shall take place during the Entity's regular business hours, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with the construction or operation of the Project.

### **SECTION 7.04 Limitation on Profits and Reserves**

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its Net Profit to an amount equal to the greater of: (a) twelve percent (12%) per annum or (b) a percentage equal to the sum of the interest rate applicable to the Entity's permanent mortgage financing **plus** one and one quarter percent (1.25%) in accordance with the terms and provisions of N.J.S.A. 40A:20-15. The calculation of allowable Net Profit shall be made in accordance with the definitions of the terms "gross revenue", "allowable profit rate" and "net profit" as set forth in N.J.S.A. 40A:20-3.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to ten percent (10%) of the Annual Gross Revenues of the Entity for the last full fiscal year preceding the year and may retain such part of the Entity's Annual Gross Revenue as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The amount of such reserve shall be included in expenses used to calculate the allowable Net Profit of the Entity. The reserve shall be noncumulative.

In determining the Entity's compliance with N.J.S.A. 40A:20-15, any gain realized by the Entity on the sale of all or a portion of the Project shall be excluded from the calculations of Annual Gross Revenue and Allowable Net Profit regardless of whether such gain is taxable under Applicable Law.

**SECTION 7.05 Payment of Dividend and Excess Profit Charge**

If the Net Profits of the Entity shall exceed the Allowable Net Profits in any fiscal year, then the Entity shall pay such excess Net Profits to the Borough as an additional service charge within ninety (90) days after the end of such fiscal year. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to N.J.S.A. 40A:20-3(c) and 40A:20-15.

The Parties agree that any excess Net Profit will be retained by the Borough as an additional Annual Service Charge.

**ARTICLE VIII  
ASSIGNMENT AND/OR ASSUMPTION**

**SECTION 8.01 Approval of Sale of Project to Entity Formed and Eligible to Operate Under Applicable Law**

The tax exemption granted under this Agreement shall automatically terminate by operation of law in the event of any sale or transfer of all or a portion of the Project without the prior consent of the Borough. Notwithstanding the foregoing to the contrary, the Borough, on written application by the Entity, shall not unreasonably withhold its consent (as memorialized by a Resolution of the Borough Council) to a sale of all or a portion of the Project and the corresponding transfer of the Entity's rights under this Agreement, subject to the following conditions: (i) the proposed transferee (the "**Transferee**") is formed as an urban renewal entity and is eligible to operate under the Long Term Tax Exemption Law; (ii) the Transferee does not own or lease any other project located in the Borough that is subject to a long term tax exemption at the time of transfer; (iii) the Entity is not then in Default of this Agreement or the Long Term Tax Exemption Law; (iv) the Entity's obligations under this Agreement are fully assumed by the Transferee; (v) the Transferee agrees to abide by all terms and conditions of this Agreement, in a duly executed written instrument or document satisfactory to the Borough, including, without limitation, the filing of an application pursuant to N.J.S.A. 40A:20-8, and, if required by the Borough, the entering into a new financial agreement incorporating all the terms of this Agreement for the period remaining on the tax exemption applicable to the Project or portion thereof transferred (the "**Transferee Agreement**"), and any other reasonable terms and conditions of the Borough in regard to the Project; and (vi) in the event that any Component of the Project subject to the transfer has not reached Completion, the principal owners of the Transferee possess satisfactory business reputation and sufficient financial qualifications and credit worthiness to manage and complete the Project, and are otherwise reputable. The Entity shall pay an administrative transfer fee equal to two percent (2%) of the then applicable Annual Service Charge for that Component of the Project being transferred for processing any such application by the Entity.

**SECTION 8.02 Prohibition on Severance of the Improvements from the Land**

During the duration of this Agreement, the Entity shall not, without the prior consent of the Borough Council, as memorialized by ordinance, convey, mortgage or transfer, all or part of

the Project in a manner resulting in the severance, disconnection, or subdivision of all or any portion of the Improvements from the Land (including by way of subjecting the Project to a condominium regime of ownership), if, and to the extent that such Improvements are basic to, embraced in, or underlying the exempt Improvements.

**SECTION 8.03 Subordination of Fee Title**

Notwithstanding any terms or provisions of this **Article VIII** to the contrary, the Borough acknowledges and agrees that the Entity has the right (subordinate to the lien of the Annual Service Charges and to the rights of the Borough hereunder) to mortgage, encumber and/or assign any leasehold interests to the Land and/or Improvements, and that any such encumbrance or assignment shall not be deemed to be a violation of this Agreement.

**ARTICLE IX  
WAIVER**

**SECTION 9.01 Waiver**

Nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the Borough or the Entity of any rights and remedies provided under Applicable Law except for the express waiver herein, including, without limitation, the waiver of certain rights of acceleration and certain rights to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery that the Borough or the Entity has under law, in equity, or under any provision of this Agreement.

**ARTICLE X  
NOTICE**

**SECTION 10.01 Notice**

Any notice required hereunder to be sent by any Party to another Party shall be sent to all other Parties hereto simultaneously by certified or registered mail, return receipt requested or by commercial overnight delivery service with package tracking capabilities and for which proof of delivery is available, as follows:

**A. When sent to the Entity it shall be addressed as follows:**

BANK STREET VILLAGE URBAN RENEWAL LLC  
c/o The PRC Group  
141 West Front Street, Suite 410  
Red Bank, New Jersey 07701  
Attn: Mary Riccardi, Chief Operating Officer

**with a copy to:** The PRC Group

141 West Front Street, Suite 410  
Red Bank, New Jersey 07701  
Attn: Daniel V. Madrid, Esq., General Counsel

B. **When sent to the Borough, it shall be addressed as follows:**

Borough of Hightstown  
156 Bank Street  
Hightstown, New Jersey 08520  
Attn: Borough Administrator

**with a copy to:** Jonathan F. Cohen, Esq.  
Plosia Cohen LLC  
51 Gibraltar Drive, Suite 3B  
Morris Plains, New Jersey 07950

**and with a copy to:** Kevin P. McManimon, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue  
Roseland, New Jersey 07068

The notice to the Borough shall identify the subject with the tax account numbers of the tax parcels comprising the Property. Either Party may change its address, specify a new address, or designate a change of attorney by providing the other Party at least ten (10) days prior written notice in accordance with the procedures set forth in this **Section 10.01**.

**ARTICLE XI**  
**COMPLIANCE**

**SECTION 11.01** Statutes and Ordinances

The Entity hereby agrees at all times prior to the expiration or Termination of this Agreement to remain bound by the provisions of Applicable Law and any lawful ordinances and resolutions of the Borough, including, but not limited to, the Long Term Tax Exemption Law. The Entity's failure to comply with such statutes or ordinances shall constitute a violation and breach of the Agreement.

**ARTICLE XII**  
**CONSTRUCTION**

**SECTION 12.01** Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid or any presumption or other rule requiring construction against the Party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Borough have combined in their review and approval of same.



## **ARTICLE XIII** **INDEMNIFICATION**

### **SECTION 13.01 Indemnification**

It is understood and agreed that in the event the Borough shall be named as a party defendant in any action brought against the Borough or the Entity by allegation of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of the Long Term Tax Exemption Law or any other Applicable Law, the Entity, to the fullest extent permitted by Applicable Law, shall defend, indemnify and hold the Borough harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Entity and/or by reason of any breach, Default or a violation of any of the provisions of this Agreement, the provisions of the Long Term Tax Exemption Law and/or any other Applicable Law except to the extent of any misconduct caused by the Borough or any of its officers, officials, employees or agents, and the Entity shall defend the suit at its own expense. However, the Borough maintains the right to intervene as a party thereto, to which intervention the Entity hereby consents, the reasonable expense thereof to be borne solely by the Entity. The Entity's indemnification, defense, and hold harmless obligations in this provision shall survive the termination or expiration of this Agreement.

## **ARTICLE XIV** **DEFAULT**

### **SECTION 14.01 Default**

Any failure of the Entity to conform to the terms of this Agreement or otherwise perform any obligation imposed upon the Entity by statute, ordinance or lawful regulation beyond any applicable notice, cure or grace period shall constitute a default ("**Default**") under this Agreement. In addition to the foregoing, termination of the Redevelopment Agreement by the Borough shall constitute a Default hereunder. In such event, no additional cure period shall apply to such Default, and the Borough may immediately exercise any remedies available to it under this Agreement, including the right to terminate this Agreement.

### **SECTION 14.02 Cure Upon Default**

Should a Party be in Default of any obligation under this Agreement, the non-defaulting Party shall notify the defaulting Party, and any mortgagee of the Entity, if applicable, in writing of said Default (the "**Default Notice**"). Said Default Notice shall set forth the basis of said Default with particularity. Except as otherwise limited by Applicable Law, the defaulting Party shall have sixty (60) days to cure any Default (other than a Default in payment of any installment of the Annual Service Charge which default must be cured within ten (10) days from the date of its receipt of the Default Notice), provided that, such cure can reasonably be effected within such sixty (60) day period. In the event a defaulting Party cannot reasonably cure a Default within such sixty (60) day period, the defaulting Party shall have such additional time to cure as is reasonably necessary to effect same. In the event of any uncured Default by the Entity, the Borough shall have the right



to terminate this Agreement or to pursue any additional rights or remedies at law or in equity. Solely and exclusively upon the Entity's Default in payment of any installment of the Annual Service Charge, which Default remains uncured beyond the ten (10) day cure period, the Borough shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure Act and **Section 4.04(b)** of this Agreement.

#### **SECTION 14.03 Remedies**

In the event of a Default on the part of the Entity to pay any installment of the Annual Service Charge required by **Article IV**, the Borough in addition to its other remedies, reserves the right to proceed against the Project, in the manner provided by Applicable Law, including the Tax Sale Law and the *In Rem* Tax Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charges were taxes or municipal liens on land. In either case, however, the Entity does not waive any defense it may have to contest the rights of the Borough to proceed in the above-mentioned manner.

#### **SECTION 14.04 Remedies Upon Default Cumulative; No Waiver**

Subject to the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to the Borough, and all rights and remedies granted to the Borough by law and equity shall be cumulative and concurrent. No determination of the invalidity of any provision of this Agreement shall deprive the Borough of any of the Borough's remedies or actions against the Entity because of the Entity's failure to pay Land Taxes, the Annual Service Charge, and/or the Administrative Fee and interest payments, provided however, that this right shall only apply to arrearages that are due and owing as of the date any such lawsuit or proceeding is adjudicated or heard. Any action by the Borough for the recovery of Land Taxes, Annual Service Charges, Administrative Fee or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Land Taxes, Annual Service Charges, Administrative Fee or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

#### **SECTION 14.05 Dispute Resolution**

In the event of a breach of this Agreement by any of the Parties or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, other than a dispute related to the payment, by the Entity of the Annual Service Charge, the Parties shall submit the dispute to an arbitrator mutually selected and agreed to by the Parties. If the Parties cannot agree upon an arbitrator, then each Party shall select an arbitrator, who in turn will mutually select a third arbitrator. The arbitrator retained to resolve the dispute shall abide by the rules and regulations of arbitration as set forth and/or followed by the American Arbitration Association in the State of New Jersey in such a fashion to accomplish the purpose of said laws. Costs for said arbitration shall be borne equally by the Parties. The demand for arbitration shall be filed in writing and shall be made within a reasonable time after a dispute or breach occurs. The award rendered by the

arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**SECTION 14.06 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy the Default within the applicable cure period provided in **Section 14.02**, the Borough has the right to terminate this Agreement upon thirty (30) days written notice to the Entity, which notice period shall not be construed as an additional cure period for the Entity.

**SECTION 14.07 Final Accounting**

Within ninety (90) days after the date of Termination, the Entity shall provide a final accounting and pay to the Borough the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any excess Net Profits. For purposes of rendering a final accounting, the Termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

**SECTION 14.08 Conventional Taxes**

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the Applicable Law pertaining to other nonexempt taxable property in the Borough.

**ARTICLE XV  
MISCELLANEOUS**

**SECTION 15.01 Conflict**

The Parties agree that in the event of a conflict between the Application and this Agreement and/or the Redevelopment Agreement, the provisions of this Agreement shall control.

**SECTION 15.02 Oral Representations**

There have been no oral representations made by either of the Parties hereto which are not contained in this Agreement. This Agreement, the Ordinance of the Borough authorizing this Agreement, and the Application constitute the entire agreement between the Parties with respect to the tax exemption and there shall be no modifications thereto other than by a written instrument executed by the Parties hereto and delivered to each of them.

**SECTION 15.03 Entire Document**

All conditions in the Ordinance of the Borough Council approving this Agreement are incorporated in this Agreement and made a part hereof.

**SECTION 15.04 Good Faith**

The Parties agree to be bound by the duty of good faith and fair dealing in performing or enforcing the terms and provisions of this Agreement.

**SECTION 15.05 Recording**

This entire Agreement will be filed and recorded with the Mercer County Clerk by the Entity at the Entity's sole cost and expense.

**SECTION 15.06 Municipal Services**

The Entity shall make payments for municipal services, including water and sewer charges and any services that create a lien on a parity with or superior to the lien for Land Taxes (but only if the Land is determined not to be exempt pursuant to the Long Term Tax Exemption Law) and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments.

**SECTION 15.07 Annual Service Charge Paid to County**

Pursuant to N.J.S.A. 40A:20-12(b), the Borough shall remit five percent (5%) of the Annual Service Charge to Mercer County.

**SECTION 15.08 Financing Matters**

The financial information required by the final paragraph of N.J.S.A. 40A:20-9 is set forth in the Application.

**SECTION 15.09 Counterparts**

This Agreement may be simultaneously executed in multiple counterparts, each of which shall be an original and all of which shall together constitute but one and the same instrument.

**SECTION 15.10 Amendments**

This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

#### **SECTION 15.11 Certification**

The Municipal Clerk shall certify to the Tax Assessor, pursuant to N.J.S.A. 40A:20-12, that an Agreement with an urban renewal entity (i.e., the Entity), for the development of the Redevelopment Area, has been entered into and is in effect as required by the Long Term Tax Exemption Law. Delivery by the Municipal Clerk to the Tax Assessor of a certified copy of the Ordinance and this Agreement shall constitute the required certification. Upon certification as required hereunder, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the Municipal Clerk until the expiration of the entitlement to exemption by the terms of this Agreement or until the Tax Assessor has been duly notified by the Clerk that the exemption has been terminated.

Further, within ten (10) calendar days following the later of the effective date of the Ordinance or the execution of this Agreement both Parties hereto, a certified copy of the Ordinance and this Agreement shall forthwith be transmitted to the chief financial officer of Mercer County and to the Mercer County counsel for informational purposes in accordance with N.J.S.A. 40A:20-12.

#### **SECTION 15.12 Severability**

If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding before a court of competent jurisdiction, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

**[Remainer of page intentionally left blank. Signature page follows.]**

**IN WITNESS WHEREOF**, the Parties have caused these presents to be executed as of the day and year first above written.

**Attest:**

**BOROUGH OF HIGHTSTOWN**

\_\_\_\_\_  
Borough Clerk

By: \_\_\_\_\_  
Susan Bluth  
Mayor

LLC,

**BANK STREET VILLAGE URBAN RENEWAL,**  
a New Jersey limited liability company

By: \_\_\_\_\_  
Name: Robert Kaye  
Title: Managing Member

\_\_\_\_\_

STATE OF NEW JERSEY :

: ss.:

COUNTY OF MERCER :

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 before me, the subscriber, a Notary Public of New Jersey, personally appeared **Susan Bluth**, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Mayor of the **BOROUGH OF HIGHTSTOWN, NEW JERSEY**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the Borough of Hightstown and said Instrument was signed and delivered by said Mayor as and for the voluntary act and deed of said entity.

---

Notary or Attorney at Law  
The State of New Jersey

STATE OF NEW JERSEY :

: ss.:

COUNTY OF \_\_\_\_\_ :

:

**BE IT REMEMBERED**, that on this \_\_\_\_ day of \_\_\_\_\_, 2025 before me, the subscriber, a Notary Public of New Jersey, personally appeared **Robert Kaye** who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Managing Member of **BANK STREET VILLAGE URBAN RENEWAL, LLC**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said Managing Member as and for the voluntary act and deed of said entity.

\_\_\_\_\_  
Notary or Attorney at Law  
The State of New Jersey

**LIST OF EXHIBITS**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

- A. **Project Area Description**
- B. **Application with Exhibits**
- C. **Ordinance**



**EXHIBIT A**  
**PROJECT AREA DESCRIPTION**

**EXHIBIT B**  
**EXEMPTION APPLICATION WITH EXHIBITS**

**EXHIBIT C  
ORDINANCE**

Borough of Hightstown  
County of Mercer

Resolution 2025-115

### 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 \$281,242.80 from the following accounts:

Current		\$189,819.96
W/S Operating		61,190.22
General Capital		5,738.10
Water/Sewer Capital		15,909.74
Grant		1,190.00
Trust		0.00
Unemployment Trust		0.00
Animal Control		0.00
Law Enforcement Trust		0.00
Tax Lien Trust		0.00
Housing Trust		0.00
Public Defender Trust		0.00
Escrow		<u>7,394.78</u>
Total		<u>\$281,242.80</u>

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on June 2, 2025.

---

Margaret Riggio, Borough Clerk

Ranges				Item Status		Purchase Types		Misc				
Range: First to Last Rcvd Batch Id Range: First to Last				Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y		Bid: Y State: Y Other: Y Exempt: Y		P.O. Type: All Include Project Line Items: Yes Format: Detail without Line Item Notes Include Non-Budgeted: Y Vendors: All				
Vendor #	Name											
P.O. #	PO Date	Description		Contract		PO Type						
Item Description		Amount	Charge Account	Acct Type	Description		Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
ACTIO010	ACTION UNIFORM CO, LLC											
25-00627	05/07/25	UNIFORM ALLOWANCE - ESPOSITO										
1 UNIFORM ALLOWANCE - ESPOSITO		\$255.00	5-01-25-240-001-043	B	Uniform Allowance/Leather Gds.		R	05/07/25	05/27/25		70353	N
Vendor Total:		\$255.00										
APRUZ005	APRUZZESE, MCDERMOTT, MASTRO &											
25-00668	05/20/25	LABOR INV# 235450 APRIL 2025										
1 LABOR INV# 235450 APRIL 2025		\$518.00	5-01-20-155-001-031	B	Labor,Personnel & Union Council		R	05/20/25	05/27/25		235450	N
Vendor Total:		\$518.00										
BUCKM005	BUCK MINING & MATERIAL INC											
25-00616	05/07/25	APRIL 2025 YARD DISPOSAL										
1 APRIL 2025 YARD DISPOSAL		\$470.25	5-01-26-311-001-168	B	Yardwaste		R	05/07/25	05/27/25		1350	N
25-00712	05/27/25	MAY 2025 YARD DISPOSAL										
1 MAY 2025 YARD DISPOSAL		\$206.25	5-01-26-311-001-168	B	Yardwaste		R	05/27/25	05/28/25		1358	N
Vendor Total:		\$676.50										
CGPH0005	CGP&H											
25-00656	05/16/25	AFF HOUSING APRIL 2025										
1 AFF HOUSING FLAT FEE APR 2025		\$100.00	5-01-21-180-001-108	B	COAH Planning		R	05/16/25	05/27/25		53695	N
2 AFF HOUSING APR 2025		\$313.50	5-01-21-180-001-108	B	COAH Planning		R	05/16/25	05/27/25		53695	N
		\$413.50										
Vendor Total:		\$413.50										
CLARK005	CLARKE CATON HINTZ											
25-00637	05/14/25	Prof services thru 4/25/2025										
1 Appear at PB Mtg 4/14/25		\$175.21	5-01-21-180-001-105	B	General Planning-Consulting		R	05/14/25	05/27/25		92464	N
2 Prepare Housing Plan		\$9,796.70	5-01-21-180-001-108	B	COAH Planning		R	05/14/25	05/27/25		92465	N
3 Meet with municipality 4/11/25		\$87.50	5-01-21-180-001-199	B	Miscellaneous		R	05/14/25	05/27/25		92466	N
4 Appear at PB Mtg 4/14/25		\$175.00	5-01-21-180-001-110	B	Master Planner		R	05/14/25	05/27/25		92467	N
5 Prep/Revise Redevelopment Plan		\$7,051.53	2022-06	P	480 MERCER STREET WAREHOUSER			05/14/25	05/27/25		92468	N

Vendor #	Name										
P.O. #	PO Date	Description	Contract	PO Type							
Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Date	Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
CLARK005	CLARKE CATON HINTZ			Account Continued							
		\$17,285.94									
Vendor Total:		\$17,285.94									
COMCA010	COMCAST										
25-00657	05/16/25	ETHERNET HPD 5/15/25-6/14/25									
1 ETHERNET HPD 5/15/25-6/14/25		\$195.34	5-01-20-140-001-060	B	Internet Services and Web Services	R	05/16/25	05/27/25	241186074	N	
Vendor Total:		\$195.34									
COMCA005	COMCAST BUSINESS										
25-00659	05/19/25	ACCT 4100 5/7/25-6/6/25									
1 ACCT 4100 5/7/25-6/6/25		\$175.35	5-01-20-140-001-060	B	Internet Services and Web Services	R	05/19/25	05/27/25	499052430034100	N	
25-00703	05/27/25	ACCT 1047 5/24/25-6/23/25									
1 ACCT 1047 5/24/25-6/23/25		\$128.50	5-09-55-501-002-545	B	Internet Services	R	05/27/25	05/28/25	499052430051047	N	
Vendor Total:		\$303.85									
C0222	CONTINENTAL FIRE & SAFETY,INC.										
25-00647	05/15/25	22-88150G3 KPI-17 AIR BAGS									
1 22-888150G3 KPI-17 ALB 15X21		\$1,240.70	C-04-55-904-003-444	B	FIRE DEPT AIR BAGS,VEHICLE STAER		05/15/25	05/27/25	R3869	N	
2 22-888150G3 KPI-17 ALB 15X21		\$1,044.80	C-04-55-904-003-444	B	FIRE DEPT AIR BAGS,VEHICLE STAER		05/15/25	05/27/25	R3869	N	
3 22-888165G3 KPI-17 ALB 20x26		\$2,793.60	C-04-55-904-003-444	B	FIRE DEPT AIR BAGS,VEHICLE STAER		05/15/25	05/27/25	R3869	N	
		\$5,079.10									
Vendor Total:		\$5,079.10									
COUNT015	COUNTY OF MONMOUTH	-									
25-00691	05/22/25	MARCH 2025 SERVICES									
1 INV 25000705-MAR 2025 SERVICES		\$50.00	5-01-26-305-001-199	B	Miscellaneous	R	05/22/25	05/28/25	25000705	N	
2 INV 25000705-ADMINISTRATIVE		\$21.50	5-01-26-305-001-199	B	Miscellaneous	R	05/22/25	05/28/25	25000705	N	
		\$71.50									
Vendor Total:		\$71.50									
C0087	CUSTOM BANDAG, INC										
25-00707	05/27/25	FLAT REPAIR/TIRE REPLACEMENT									
1 INV 80253373-FLAT REPAIR		\$20.00	5-01-26-315-001-132	B	Vehicle Maint. - Public Works	R	05/27/25	05/28/25	80253373	N	
2 INV 80253696-FLAT REPAIR		\$20.00	5-01-26-315-001-132	B	Vehicle Maint. - Public Works	R	05/27/25	05/28/25	80253696	N	
3 INV 80253837-TRK #76		\$655.18	5-01-26-311-001-034	B	Equipment Parts & Accessories	R	05/27/25	05/28/25	80253837	N	
4 INV 80253858-TRK #550		\$655.18	5-01-26-315-001-132	B	Vehicle Maint. - Public Works	R	05/27/25	05/28/25	80253858	N	

Vendor #	Name											
P.O. #	PO Date	Description			Contract	PO Type						
Item Description		Amount	Charge Account	Acct Type	Description	Stat/Chk	First Date	Enc Rcvd Date	Chk/Void Date	Invoice	1099	Excl
C0087	CUSTOM BANDAG, INC		Account Continued									
		<u>\$1,350.36</u>										
	Vendor Total:	\$1,350.36										
E0024	EARLE ASPHALT COMPANY											
25-00713	05/27/25	418 N. MAIN WATER REPLACEMENT										
1 418 N. MAIN ST		\$14,863.27	C-08-55-973-000-541	B	2023-06 REPLACEMENT OF WATER-R		05/27/25	05/28/25		04/24/2025		N
	Vendor Total:	\$14,863.27										
E0576	EAST WINDSOR REGIONAL SCHOOL											
25-00640	05/15/25	JAN 2025 FUEL USE										
1 JAN 2025 FUEL USE-AWWTP		\$76.96	5-09-55-501-002-512	B	Motor Fuel	R	05/15/25	05/27/25		2/7/2025		N
2 JAN 2025 FUEL USE-CONSTRUCTIO		\$14.87	5-01-31-460-001-151	B	MOTOR FUEL-CONSTRUCTION DEPR		05/15/25	05/27/25		2/7/2025		N
3 JAN 2025 FUEL USE-FIRE		\$377.24	5-01-31-460-001-166	B	Motor Fuel - Fire Dept.	R	05/15/25	05/27/25		2/7/2025		N
4 JAN 2025 FUEL USE-FIRST AID		\$305.15	5-01-31-460-001-148	B	Motor Fuel - Emergency Medical	R	05/15/25	05/27/25		2/7/2025		N
5 JAN 2025 FUEL USE-GARBAGE		\$1,411.85	5-01-31-460-001-147	B	Motor Fuel - Public Works	R	05/15/25	05/27/25		2/7/2025		N
6 JAN 2025 FUEL USE-POLICE		\$1,758.11	5-01-31-460-001-145	B	Motor Fuel - Police	R	05/15/25	05/27/25		2/7/2025		N
7 JAN 2025 FUEL USE-STREETS		\$1,146.77	5-01-31-460-001-147	B	Motor Fuel - Public Works	R	05/15/25	05/27/25		2/7/2025		N
8 JAN 2025 FUEL USE-WATER		\$232.88	5-09-55-501-001-512	B	Motor Fuel	R	05/15/25	05/27/25		2/7/2025		N
9 JAN 2025 FUEL FACILITY FEE		\$120.00	5-01-31-460-001-144	B	Upgrades to Fueling Facility	R	05/15/25	05/27/25		2/7/2025		N
		<u>\$5,443.83</u>										
25-00642	05/15/25	FEB 2025 FUEL USE										
1 FEB 2025 FUEL USE-AWWTP		\$81.34	5-09-55-501-002-512	B	Motor Fuel	R	05/15/25	05/27/25		3/10/2025		N
2 FEB 2025 FUEL USE-FIRE		\$293.31	5-01-31-460-001-166	B	Motor Fuel - Fire Dept.	R	05/15/25	05/27/25		3/10/2025		N
3 FEB 2025 FUEL USE-FIRST AID		\$251.43	5-01-31-460-001-148	B	Motor Fuel - Emergency Medical	R	05/15/25	05/27/25		3/10/2025		N
4 FEB 2025 FUEL USE-GARBAGE		\$1,256.59	5-01-31-460-001-147	B	Motor Fuel - Public Works	R	05/15/25	05/27/25		3/10/2025		N
5 FEB 2025 FUEL USE-POLICE		\$1,409.21	5-01-31-460-001-145	B	Motor Fuel - Police	R	05/15/25	05/27/25		3/10/2025		N
6 FEB 2025 FUEL USE-STREETS		\$1,005.22	5-01-31-460-001-147	B	Motor Fuel - Public Works	R	05/15/25	05/27/25		3/10/2025		N
7 FEB 2025 FUEL USE-WATER		\$130.19	5-09-55-501-001-512	B	Motor Fuel	R	05/15/25	05/27/25		3/10/2025		N
8 FEB 2025 FUEL FACILITY FEE		\$120.00	5-01-31-460-001-144	B	Upgrades to Fueling Facility	R	05/15/25	05/27/25		3/10/2025		N
		<u>\$4,547.29</u>										
	Vendor Total:	\$9,991.12										
Q0176	EUROFINS QC, LLC											
25-00685	05/21/25	WATER ANALYSIS										
1 INV 6300074911-WATER ANALYSIS		\$148.00	5-09-55-501-001-532	B	Outside Testing/Labs	R	05/21/25	05/28/25		6300074911		N

Vendor #	Name	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description Type						
Item Description										
Q0176	EUROFINS QC, LLC			Account Continued						
2 INV 6300074942-WATER ANALYSIS		\$103.50	5-09-55-501-001-532	B	Outside Testing/Labs	R	05/21/25	05/28/25	6300074942	N
3 INV 6300075070-WATER ANALYSIS		\$247.50	5-09-55-501-001-532	B	Outside Testing/Labs	R	05/21/25	05/28/25	6300075070	N
4 INV 6300075188-WATER ANALYSIS		\$103.50	5-09-55-501-001-532	B	Outside Testing/Labs	R	05/21/25	05/28/25	6300075188	N
5 INV 6300074903-WATER ANALYSIS		\$198.00	5-09-55-512-001-502	B	Emergency Appropriation	R	05/21/25	05/28/25	6300074903	N
		<b>\$800.50</b>								
25-00696	05/22/25		OUTSIDE LAB TESTING							
1 INVOICE #4600172666		\$398.00	5-09-55-501-002-532	B	Outside Lab Testing	R	05/22/25	05/28/25	4600172666	N
2 INVOICE #4600172660		\$184.00	5-09-55-501-002-532	B	Outside Lab Testing	R	05/22/25	05/28/25	4600172660	N
		<b>\$582.00</b>								
<b>Vendor Total:</b>		<b>\$1,382.50</b>								
FERGU005	FERGUSON ENTERPRISES, LLC									
25-00714	05/27/25		WATER REPAIR/SUPPLIES							
1 INV 0741805-6X16 REP CLAMP,		\$1,820.52	5-09-55-501-001-535	B	Hydrants and Line Repair	R	05/27/25	05/28/25	0741805	N
2 INV 0744493-8" STEM GUIDE CAP		\$583.50	5-09-55-501-001-535	B	Hydrants and Line Repair	R	05/27/25	05/28/25	0744493	N
3 CRDT CM050709-8" STEM GUIDE CF		583.50-	5-09-55-501-001-535	B	Hydrants and Line Repair	R	05/27/25	05/28/25	CM050709	N
		<b>\$1,820.52</b>								
<b>Vendor Total:</b>		<b>\$1,820.52</b>								
G1043	GAYLE CORPORATION									
25-00711	05/27/25		DIAPHRAGM KITS/HYDROLIC OIL							
1 INV 19367-DIAPHRAGM KITS		\$1,542.40	5-09-55-501-001-503	B	Water Plant Maintenance	R	05/27/25	05/28/25	19367	N
2 INV 19367-HYDRAULIC OIL		\$75.44	5-09-55-501-001-503	B	Water Plant Maintenance	R	05/27/25	05/28/25	19367	N
3 INV 19367-FREIGHT CHARGE		\$51.90	5-09-55-501-001-503	B	Water Plant Maintenance	R	05/27/25	05/28/25	19367	N
		<b>\$1,669.74</b>								
<b>Vendor Total:</b>		<b>\$1,669.74</b>								
M0714	GENSERVE, INC.									
25-00683	05/21/25		SERVICE B FH/PD, SERVICE A WP							
1 INV 0514780-IN - A SERVICE		\$585.00	5-09-55-501-001-511	B	Generator/Engine Maintenance (B)	R	05/21/25	05/28/25	0514780-IN	N
2 INV 0514633-IN - B SERVICE		\$200.00	5-01-26-310-001-040	B	Generator-Municipal Bldg	R	05/21/25	05/28/25	0514633-IN	N
3 INV 0514626-IN - B SERVICE		\$200.00	5-01-26-310-001-040	B	Generator-Municipal Bldg	R	05/21/25	05/28/25	0514626-IN	N
		<b>\$985.00</b>								
<b>Vendor Total:</b>		<b>\$985.00</b>								



Vendor #	Name	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description	Type					
Item Description										
G1077	GEORGE S. COYNE CO., INC.									
25-00123	01/28/25	RES 2024-188 FLUORIDE		B						
5 INV 451002 4/8/25 FLUORIDE		\$1,072.34	5-09-55-501-001-528	B	Fluorosilic Acid	R	01/28/25	05/28/25	451002	N
25-00225	02/19/25	RES 2024-189 LIME HI-CALC WTP		B						
5 INV 452734 5/6/25 LIME HICALC		\$1,905.50	5-09-55-501-001-527	B	Calcium Hydroxide - Lime	R	02/19/25	05/27/25	452734	N
<b>Vendor Total:</b>		<b>\$2,977.84</b>								
H 85	HACH CO.									
25-00069	01/21/25	QUOTE #101132854V1								
1 PHOSPHORUS (REACTIVE & TOTAL		\$174.30	5-09-55-501-002-506	B	Lab. Equipment & Supplies	R	01/21/25	05/27/25	14363820	N
2 REDUCING ADAPTER 16MM 13MM		\$76.38	5-09-55-501-002-506	B	Lab. Equipment & Supplies	R	01/21/25	05/27/25	14350271	N
		<b>\$250.68</b>								
25-00715	05/27/25	LAB SUPPLIES								
1 INV 14484370-RUST REMOVER,		\$854.39	5-09-55-501-001-506	B	Laboratory Supplies	R	05/27/25	05/28/25	14484370	N
<b>Vendor Total:</b>		<b>\$1,105.07</b>								
H0095	HERR'S PLUMBING									
25-00706	05/27/25	NEW WATER PIPE FOR EYE WASH WP								
1 INV 70072-MATERIALS AND LABOR		\$1,413.77	5-09-55-501-001-503	B	Water Plant Maintenance	R	05/27/25	05/28/25	70072	N
<b>Vendor Total:</b>		<b>\$1,413.77</b>								
H0048	HIGHTS REALTY LLC									
23-00005	01/17/23	JANUARY 2023 HPD RENT								
1 JANUARY 2023 HPD RENT		\$4,808.76	5-01-55-001-000-025	B	ACCOUNTS PAYABLE	R	01/17/23	01/31/23	JAN 2023	N
23-00110	02/01/23	FEBRUARY 2023 HPD RENT								
1 FEBRUARY 2023 HPD RENT		\$4,953.03	5-01-55-001-000-025	B	ACCOUNTS PAYABLE	R	02/01/23	02/15/23	FEB 2023	N
23-00417	04/04/23	APRIL 2023 HPD RENT								
1 APRIL 2023 HPD RENT		\$4,953.03	5-01-55-001-000-025	B	ACCOUNTS PAYABLE	R	04/04/23	04/05/23	APRIL 2023	N
23-01129	09/06/23	SEPTEMBER 2023 HPD RENT								
1 SEPTEMBER 2023 HPD RENT		\$4,953.03	5-01-55-001-000-025	B	ACCOUNTS PAYABLE	R	09/06/23	09/27/23	SEPTEMBER 2023	N
25-00367	03/21/25	HPD RENT 3/1/25 - 12/31/25		B						
5 JUNE 2025 RENT HPD		\$5,254.66	5-01-26-310-001-025	B	Building Rental	R	05/02/25	05/27/25	JUNE 2025	N
<b>Vendor Total:</b>		<b>\$24,922.51</b>								
HIGHT030	HIGHTSTOWN PARTNERS MANAGEMENT									
24-01455	12/18/24	2023 MUNICIPAL REIMBURSEMENT								

Vendor #	Name				Contract	PO Type					
P.O. #	PO Date	Description									
Item Description		Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
HIGHT030		HIGHTSTOWN PARTNERS MANAGEMENT			Account Continued						
1 2023 MUNICIPAL REIMBURSEMENT		\$32,543.88	5-01-55-001-000-025	B	ACCOUNTS PAYABLE	R	12/18/24	05/27/25		2023	N
24-01456	12/18/24	2024 MUNICIPAL REIMBURSEMENT									
1 2024 MUNICIPAL REIMBURSEMENT		\$33,337.68	4-01-26-325-001-199	B	Miscellaneous	R	12/18/24	05/27/25		2024	N
Vendor Total:		\$65,881.56									
H1100		HOME DEPOT CREDIT SERVICES									
25-00708	05/27/25	APRIL/MAY 2025 INVOICES									
1 INV 6022896-BLACK POST SPIKE		\$34.77	5-01-26-290-001-127	B	Street Repair & Maintenance	R	05/27/25	05/28/25		6022896	N
2 INV 0520386-CABLE TIES, TAPE		\$39.42	5-01-26-290-001-050	B	DPW Work Equipment	R	05/27/25	05/28/25		0520386	N
3 INV 9624445-PAINT MARKER		\$6.97	5-01-26-290-001-050	B	DPW Work Equipment	R	05/27/25	05/28/25		9624445	N
4 INV 5044392-FEIT 20W TUBE 2PK		\$27.96	5-01-26-310-001-024	B	Building Maintenance	R	05/27/25	05/28/25		5044392	N
5 INV 1520280-40W 4PK DIM		\$8.98	5-01-26-310-001-024	B	Building Maintenance	R	05/27/25	05/28/25		1520280	N
6 INV 1020106-PHOTOCELL		\$21.70	5-01-26-310-001-024	B	Building Maintenance	R	05/27/25	05/28/25		1020106	N
7 INV 2521845-SCOTCH BLUE TAPE,		\$30.92	5-09-55-501-001-503	B	Water Plant Maintenance	R	05/27/25	05/28/25		2521845	N
8 INV 7522789-4" HEXHEAD 12PK,		\$49.67	5-09-55-501-001-503	B	Water Plant Maintenance	R	05/27/25	05/28/25		7522789	N
9 INV 8522588-150W 2PK DIM,		\$27.46	5-09-55-501-001-503	B	Water Plant Maintenance	R	05/27/25	05/28/25		8522588	N
10 INV 8515845-150W 2 PK DIM,		\$67.92	5-09-55-501-001-503	B	Water Plant Maintenance	R	05/27/25	05/28/25		8515845	N
11 INV 6045592-DOORSTOP KICKDOWN		\$43.96	5-09-55-501-001-503	B	Water Plant Maintenance	R	05/27/25	05/28/25		6045592	N
12 INV 0524085-4X18 METAL SIGN,		\$60.17	5-09-55-501-001-503	B	Water Plant Maintenance	R	05/27/25	05/28/25		0524085	N
13 INV 1513487-PHOTOCELL		\$21.70	5-09-55-501-001-503	B	Water Plant Maintenance	R	05/27/25	05/28/25		1513487	N
14 INV 1516875-PHOTOCELL		\$21.70	5-09-55-501-001-503	B	Water Plant Maintenance	R	05/27/25	05/28/25		1516875	N
		\$463.30									
Vendor Total:		\$463.30									
INTLA010		INT'L ASSOC OF ARSON INVESTIG.									
25-00644	05/15/25	MEMBERSHIP DUES									
1 ACTIVE- 1 YR		\$100.00	5-01-25-256-002-042	B	Education & Training	R	05/15/25	05/27/25		125463	N
2 NEW JERSEY ACTIVE- 1YR		\$42.00	5-01-25-256-002-042	B	Education & Training	R	05/15/25	05/27/25		125463	N
3 NEW JERSEY 1YR		\$3.00	5-01-25-256-002-042	B	Education & Training	R	05/15/25	05/27/25		125463	N
4 ADMINISTRATIVE FEE		\$3.00	5-01-25-256-002-042	B	Education & Training	R	05/15/25	05/27/25		125463	N
		\$148.00									
Vendor Total:		\$148.00									
J0010		JAMMER DOORS									
25-00690	05/22/25	REPAIR OF SQUIRT BAY DOOR FH									
1 REPAIR OF SQUIRT BAY DOOR		\$235.50	5-01-26-310-001-024	B	Building Maintenance	R	05/22/25	05/28/25		52455	N

## Borough of Hightstown June 2, 2025 Meeting Bill List By Vendor Name

Vendor #	Name										
P.O. #	PO Date	Description	Contract	PO Type							
Item Description	Amount	Charge Account	Acct Description	Stat/Chk	First Date	Enc Rcvd Date	Chk/Void Date	Invoice	1099	Excl	
JOHNM005	JOHN MINESTRA	Account Continued									
LEEHE005	LEE HECHT HARRISON, LLC										
25-00646	05/15/25	FINANCE MOMBO W/E 5/11/25									
1 FINANCE MOMBO W/E 5/11/25	\$1,181.25	5-01-20-130-001-031	B	PROF SERVICES	R	05/15/25	05/27/25	13512328		N	
2 FINANCE MOMBO W/E 5/11/25	\$196.87	5-09-55-501-001-600	B	WATER UTILITY -0 OTHER PROF TER		05/15/25	05/27/25	13512328		N	
3 FINANCE MOMBO W/E 5/11/25	\$196.88	5-09-55-501-002-600	B	SEWER - OTHER PROF - TEMP AGER		05/15/25	05/27/25	13512328		N	
	\$1,575.00										
25-00686	05/21/25	FINANCE MOMBO W/E 5/18/25									
1 FINANCE MOMBO W/E 5/18/25	\$1,181.25	5-01-20-130-001-031	B	PROF SERVICES	R	05/21/25	05/27/25	13516800		N	
2 FINANCE MOMBO W/E 5/18/25	\$196.87	5-09-55-501-001-600	B	WATER UTILITY -0 OTHER PROF TER		05/21/25	05/27/25	13516800		N	
3 FINANCE MOMBO W/E 5/18/25	\$196.88	5-09-55-501-002-600	B	SEWER - OTHER PROF - TEMP AGER		05/21/25	05/27/25	13516800		N	
	\$1,575.00										
Vendor Total:	\$3,150.00										
L0037	LINCOLN FINANCIAL GROUP										
25-00639	05/15/25	JUNE 2025 LIFE INSURANCE									
1 JUNE 2025 LIFE INSURANCE	\$281.48	5-01-23-210-003-115	B	Medical Ins-Empl Grp Health	R	05/15/25	05/27/25	JUNE 2025 LIFE		N	
2 JUNE 2025 LIFE INSURANCE	\$5.91	5-01-23-210-003-115	B	Medical Ins-Empl Grp Health	R	05/15/25	05/27/25	JUNE 2025 LIFE		N	
3 JUNE 2025 LIFE INSURANCE	\$9.08	5-09-55-501-001-514	B	INSURANCE	R	05/15/25	05/27/25	JUNE 2025 LIFE		N	
4 JUNE 2025 LIFE INSURANCE	\$63.56	5-09-55-501-001-514	B	INSURANCE	R	05/15/25	05/27/25	JUNE 2025 LIFE		N	
	\$360.03										
Vendor Total:	\$360.03										
M1076	MCMANIMON, SCOTLAND & BAUMANN										
25-00698	05/22/25	PROF SERVICES THRU 5/16/2025									
1 PROF SERVICES INV 241016	\$1,200.00	5-09-55-512-001-502	B	Emergency Appropriation	R	05/22/25	05/27/25	241016		N	
Vendor Total:	\$1,200.00										
M0180	MCMMASTER-CARR										
25-00648	05/15/25	STENCIL KITS									
1 PLASTIC QUICK-ALIGN CHARACTERF	\$36.74	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	05/15/25	05/27/25	45488406		N	
2 SHIPPING FEE	\$8.72	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	05/15/25	05/27/25	45488406		N	
	\$45.46										
Vendor Total:	\$45.46										
M0256	MERCER CO IMPROVEMENT AUTH										

Vendor #	Name													
P.O. #	PO Date	Description			Contract	PO Type								
Item Description		Amount	Charge Account	Acct Type	Description	Stat/Chk	First Date	Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl			
M0256	MERCER CO IMPROVEMENT AUTH		Account Continued											
25-00680	05/21/25	APRIL 2025 TIPPING												
1 APRIL 2025 TIPPING		\$19,367.14	5-01-32-465-001-165	B	Landfill Solid Waste Disposal-MCIA	R	05/21/25	05/28/25		APRIL 2025	N			
2 APRIL 2025 RECYCLING TAX		\$440.16	5-01-43-496-001-174	B	Recycling Tax	R	05/21/25	05/28/25		APRIL 2025	N			
		<b>\$19,807.30</b>												
	<b>Vendor Total:</b>	<b>\$19,807.30</b>												
M0536	MGL PRINTING SOLUTIONS													
25-00641	05/15/25	2025 ESTIMATED TAX BILLS												
1 1500 ORIGINAL EST. BILLS		\$162.00	5-01-20-145-001-023	B	Tax Bill/Notice Printing	R	05/15/25	05/28/25		214965	N			
2 1500 ADVICE EST. BILLS		\$162.00	5-01-20-145-001-023	B	Tax Bill/Notice Printing	R	05/15/25	05/28/25		214965	N			
3 2025 Est. Bills Shipping Fees		\$44.00	5-01-20-145-001-023	B	Tax Bill/Notice Printing	R	05/15/25	05/28/25		214965	N			
		<b>\$368.00</b>												
	<b>Vendor Total:</b>	<b>\$368.00</b>												
M0127	MONMOUTH COUNTY													
25-00682	05/21/25	APR 2025 ROOSEVELT TIPPING												
1 APR 2025 ROOSEVELT TIPPING		\$2,962.08	5-01-43-513-001-171	B	Borough of Roosevelt-Tipping Fees	R	05/21/25	05/28/25		83696	N			
	<b>Vendor Total:</b>	<b>\$2,962.08</b>												
M1125	MOUNT'S GARAGE													
25-00494	04/16/25	REPAIR/PARTS/LABOR												
1 INV 16945-TRK #22 OIL CHANGE		\$110.10	5-01-26-315-001-132	B	Vehicle Maint. - Public Works	R	04/16/25	05/28/25		16945	N			
2 INV 16945-TAX EXEMPT		6.84-	5-01-26-315-001-132	B	Vehicle Maint. - Public Works	R	04/16/25	05/28/25		16945	N			
3 INV 16788-TRK #77 OIL CHANGE		\$93.84	5-01-26-315-001-132	B	Vehicle Maint. - Public Works	R	04/16/25	05/28/25		16788	N			
4 INV 16788-TAX EXEMPT		5.83-	5-01-26-315-001-132	B	Vehicle Maint. - Public Works	R	04/16/25	05/28/25		16788	N			
5 INV 16800-TRK #550 OIL CHANGE		\$350.14	5-01-26-315-001-132	B	Vehicle Maint. - Public Works	R	04/16/25	05/28/25		16800	N			
6 INV 16800-TAX EXEMPT		21.76-	5-01-26-315-001-132	B	Vehicle Maint. - Public Works	R	04/16/25	05/28/25		16800	N			
		<b>\$519.65</b>												
	<b>Vendor Total:</b>	<b>\$519.65</b>												
N0170	NORCIA CORP.													
25-00710	05/27/25	AIR RELIEF, ARM VALVE												
1 AIR RELIEF, ARM VALVE		\$65.76	5-01-26-305-001-034	B	Motor Vehicle Parts & Access.	R	05/27/25	05/28/25		85785	N			
	<b>Vendor Total:</b>	<b>\$65.76</b>												
O0019	O'BRIEN CONSULTING SERVICES													

Vendor #	Name											
P.O. #	PO Date	Description	Contract	PO Type								
Item Description	Amount	Charge Account	Acct Description	Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099	Excl	
O0019	O'BRIEN CONSULTING SERVICES	Account Continued										
25-00619	05/07/25	MONTHLY IT FEES - APR 2025										
1 MONTHLY IT FEES - APR 2025	\$900.00	5-01-25-240-001-029	B	Maint. Contracts - Other	R	05/07/25	05/27/25		25-7010		N	
2 MONTHLY IT FEES - APR 2025	\$280.00	5-01-25-240-001-029	B	Maint. Contracts - Other	R	05/07/25	05/27/25		25-7010		N	
3 MONTHLY IT FEES - APR 2025	\$8.50	5-01-25-240-001-029	B	Maint. Contracts - Other	R	05/07/25	05/27/25		25-7010		N	
	<b>\$1,188.50</b>											
<b>Vendor Total:</b>	<b>\$1,188.50</b>											
PACEA005	PACE ANALYTICAL SERVICES, LLC											
25-00651	05/15/25	OUTSIDE LAB TESTING										
1 INVOICE #257101154	\$492.40	5-09-55-501-002-532	B	Outside Lab Testing	R	05/15/25	05/27/25		257101154		N	
2 INVOICE #257101522	\$900.20	5-09-55-501-002-532	B	Outside Lab Testing	R	05/15/25	05/27/25		257101522		N	
3 INVOICE #257106642	\$540.09	5-09-55-501-002-532	B	Outside Lab Testing	R	05/15/25	05/27/25		257106642		N	
4 INVOICE #257102872	\$587.70	5-09-55-501-002-532	B	Outside Lab Testing	R	05/15/25	05/27/25		257102872		N	
	<b>\$2,520.39</b>											
25-00652	05/15/25	OUTSIDE LAB TESTING										
1 INVOICE #247127615	\$1,890.80	5-09-55-501-002-532	B	Outside Lab Testing	R	05/15/25	05/27/25		247127615		N	
25-00653	05/15/25	OUTSIDE LAB TESTING										
1 INVOICE #247124784	\$63.50	4-09-55-501-002-532	B	Outside Lab Testing	R	05/15/25	05/27/25		247124784		N	
2 INVOICE #247126397	\$455.40	4-09-55-501-002-532	B	Outside Lab Testing	R	05/15/25	05/27/25		247126397		N	
3 INVOICE #247126604	\$291.20	4-09-55-501-002-532	B	Outside Lab Testing	R	05/15/25	05/27/25		247126604		N	
4 INVOICE #247129102	\$112.30	4-09-55-501-002-532	B	Outside Lab Testing	R	05/15/25	05/27/25		247129102		N	
5 INVOICE #247130231	\$28.60	4-09-55-501-002-532	B	Outside Lab Testing	R	05/15/25	05/27/25		247130231		N	
6 INVOICE #247104086 BALANCE DUE	\$28.60	4-09-55-501-002-532	B	Outside Lab Testing	R	05/15/25	05/27/25		247104086 BAL		N	
	<b>\$979.60</b>											
<b>Vendor Total:</b>	<b>\$5,390.79</b>											
POLYD005	POLYDYNE INC											
25-00224	02/18/25	CLARIFLOC NE-255555 RES2024-31			B							
4 INV 1930073 05/20/2025	\$6,660.00	5-09-55-501-002-544	B	Chemical - Rotary Fanpress Polymer	R	04/01/25	05/28/25		1930073		N	
<b>Vendor Total:</b>	<b>\$6,660.00</b>											
P0044	PSE&G											
25-00658	05/19/25	ENERGY BILLS VARIOUS ACCT 5/19										
1 7523517609 4/15/25-05/14/25	\$45.00	5-01-31-446-001-070	B	Gas Heat - Borough Hall	R	05/19/25	05/27/25		602909750152		N	
2 7666378505 4/15/25-05/14/25	\$27.31	5-09-55-501-001-505	B	Gas Service	R	05/19/25	05/27/25		601309509955		N	



Vendor #	Name											
P.O. #	PO Date	Description	Contract	PO Type								
Item Description		Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099	Excl
P0044	PSE&G	Account Continued										
3 6687890808 4/15/25-05/14/25		\$38.65	5-01-31-446-001-070	B	Gas Heat - Borough Hall	R	05/19/25	05/27/25		602610833634		N
4 7419908206 4/16/25-05/15/25		\$27.33	5-01-31-446-001-070	B	Gas Heat - Borough Hall	R	05/19/25	05/27/25		603508819729		N
5 7733916518 4/15/25-05/14/25		\$30.95	5-09-55-501-002-505	B	Gas Service	R	05/19/25	05/27/25		604203673667		N
6 6503987609 4/15/25-05/14/25		\$28.55	5-09-55-501-001-505	B	Gas Service	R	05/19/25	05/27/25		605806174924		N
7 6675946706 4/15/25-05/14/25		\$33.38	5-01-31-446-001-143	B	Gas/Heat - Fire House	R	05/19/25	05/27/25		602909750152		N
		\$231.17										
25-00722	05/29/25	MASTER 1301418404 4/15-5/14/25										
1 7341583509 4/14/25-5/14/25		\$167.99	5-01-31-446-001-143	B	Gas/Heat - Fire House	R	05/29/25	05/29/25		503100147637		N
2 7341583703 4/14/25-5/14/25		\$145.19	5-09-55-501-001-505	B	Gas Service	R	05/29/25	05/29/25		503100147637		N
3 7341583800 4/14/25-5/14/25		\$1,204.61	5-09-55-501-002-505	B	Gas Service	R	05/29/25	05/29/25		503100147637		N
		\$1,517.79										
Vendor Total:		\$1,748.96										
REDAR005	RED ARROW TECHNOLOGIES, LLC											
25-00638	05/15/25	VOIP SVCS AWWTP &HPD 5/15-6/14										
1 VOIP SVCS AWWTP 5/15-6/14		\$181.59	5-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSR		05/15/25	05/27/25		3724461		N
2 VOIP SVCS POLICE 5/15-6/14		\$379.14	5-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSR		05/15/25	05/27/25		372440		N
		\$560.73										
25-00701	05/27/25	MONTHLY SUPPORT PHONE &NETWORK										
1 TECH SUPPORT & SVCS JUNE 2025		\$2,245.00	5-01-20-140-001-094	B	Computer Service & Support	R	05/27/25	05/28/25		18686		N
2 INTERNET & WEB JUNE 2025		\$1,375.00	5-01-20-140-001-060	B	Internet Services and Web Services	R	05/27/25	05/28/25		18686		N
3 TECH SUPPORT INTERNET WEB		\$755.00	5-09-55-501-002-530	B	Computer Software/Maint/Equip	R	05/27/25	05/28/25		18686		N
4 TECH SUPPORT INTERNET WEB		\$550.00	5-09-55-501-001-530	B	Computer Software/Maint/Equip	R	05/27/25	05/28/25		18686		N
		\$4,925.00										
25-00702	05/27/25	MONTHLY TELEPHONE 6/1/25										
1 MONTHLY TELEPHONE HPD 6/1/25		\$300.00	5-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSR		05/27/25	05/28/25		18685		N
2 MONTHLY TELEPHONE BORO 6/1/25		\$200.00	5-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSR		05/27/25	05/28/25		18685		N
3 MONTHLY TELEPHONE HFD 6/1/25		\$100.00	5-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSR		05/27/25	05/28/25		18685		N
4 MONTHLY TELEPHONE AWWTP 6/1/25		\$100.00	5-09-55-501-003-548	B	Telephone	R	05/27/25	05/28/25		18685		N
		\$700.00										
Vendor Total:		\$6,185.73										
REDOA005	RED OAK PIZZA COMPANY											
25-00633	05/12/25	PIZZA SLICE BUFFET										
1 PIZZA SLICE BUFFET		\$940.00	5-01-28-373-002-199	B	MISCELLANEOUS-CULTURAL ARTS	R	05/12/25	05/27/25		001		N

Vendor #	Name										
P.O. #	PO Date	Description	Contract	PO Type							
Item Description	Amount	Charge Account	Acct Description	Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
REDOA005	RED OAK PIZZA COMPANY	Account Continued									
Vendor Total:		\$940.00									
R0077	ROBERTS ENGINEERING GRP LLC										
25-00002	01/06/25	ANNUAL STORMWATER PERMIT 2025				B					
7 STORMWATER PERMIT INV 16404	\$1,992.50	5-01-20-165-001-106	B	Misc. Road & Drainage Issues(B	R	01/06/25	05/27/25		16404	N	
25-00356	03/20/25	POLICE SUBSTATION				B					
4 POLICE SUBSTATION INV 16405	\$165.00	5-01-20-165-001-028	B	General Engineering	R	03/20/25	05/27/25		16405	N	
25-00410	03/31/25	EMERGENCY REPAIR FILTERS WTP				B					
3 IRON SLUDGE INV 16409	\$14,413.00	5-09-55-512-001-502	B	Emergency Appropriation	R	03/31/25	05/27/25		16409	N	
25-00669	05/20/25	COUNCIL MEETINGS									
1 MISCELLANEOUS REQUESTS-2025	\$120.00	C-04-55-880-001-448	B	FIRST AVENUE 2017-09	R	05/20/25	05/27/25		16400	N	
25-00671	05/21/25	GENERAL WATER & SEWERS									
1 GENERAL WATER-2025 INV 16408	\$760.00	5-09-55-501-001-508	B	Engineer	R	05/21/25	05/27/25		16408	N	
2 GENERAL SEWERS 2025 INV 16407	\$205.00	5-09-55-501-002-508	B	Engineer	R	05/21/25	05/27/25		16407	N	
		\$965.00									
25-00672	05/21/25	CAPITAL ROAD IMP 5/10/2025									
1 CAPITAL ROADWAY IMP INV 16412	\$30.00	C-04-55-896-001-447	B	RD IMP ORCHARD, CLOVER, S. MAIR		05/21/25	05/27/25		16412	N	
2 WATER & SEWER IMPROVEMENTS	\$510.00	C-08-55-967-002-544	B	SECTION 2-20 SOFT COSTS	R	05/21/25	05/27/25		16413	N	
		\$540.00									
25-00673	05/21/25	ROADWAY & WATER IMPORVEMENTS									
1 ROADWAY IMPROVEMENTS INV 164	\$419.00	C-04-55-899-000-447	B	MAXWELL AVE IMPROVEMENTS SEC(R		05/21/25	05/27/25		16414	N	
2 WATER IMPROVEMENTS INV 16415	\$435.00	C-08-55-971-000-544	B	MAXWELL AVE WATER-SEWER IMP. R		05/21/25	05/27/25		16415	N	
		\$854.00									
25-00674	05/21/25	Billing through 5/10/2025									
1 Reviw easement docs with Atty	\$162.25	133MONMOUT	P	Easement Agreement	R	05/21/25	05/27/25		16406	N	
2 Attend PB Mtg 4/14/25	\$450.00	5-01-21-180-001-106	B	Planning Board Engineer-General	R	05/21/25	05/27/25		16410	N	
3 Rev Afforrdable Housing docs	\$90.00	5-01-21-180-001-108	B	COAH Planning	R	05/21/25	05/27/25		16411	N	
4 Prep inspect report/Sched Insp	\$181.00	207GRANTIF	P	New Residence-Inspection Fees	R	05/21/25	05/27/25		16416	N	
		\$883.25									
25-00675	05/21/25	MISCELLANEOUS REQUEST -2025									
1 MISCELLANEOUS REQUEST -2025	\$90.00	C-04-55-890-000-447	B	SPRINGCREST, SPRUCE, GLEN 20-0R		05/21/25	05/27/25		16401	N	
25-00699	05/23/25	COUNCIL MEETINGS 5/16/25									
1 COUNCIL MEETINGS 5/16/25	\$405.00	5-09-55-501-001-508	B	Engineer	R	05/28/25	05/28/25		16403	N	
Vendor Total:		\$20,427.75									



Vendor #	Name										
P.O. #	PO Date	Description		Contract	PO Type						
Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Date	Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
SAMUE005 SAMUEL KLEIN AND COMPANY											
25-00718	05/28/25	PROFESSIONAL SERVICES RENDERED									
1 PROFESSIONAL SERVICES RENDE	\$14,437.00	4-01-20-135-001-028	B	Audit Services	R	05/28/25	05/28/25			04/28/2025	N
2 PROFESSIONAL SERVICES RENDE	\$7,218.50	4-09-55-501-001-501	B	Audit Services	R	05/28/25	05/28/25			04/28/2025	N
3 PROFESSIONAL SERVICES RENDE	\$7,218.50	4-09-55-501-002-501	B	Audit Services	R	05/28/25	05/28/25			04/28/2025	N
4 PROFESSIONAL SERVICES RENDE	\$850.00	4-01-20-135-001-028	B	Audit Services	R	05/28/25	05/28/25			04/28/2025	N
5 PROFESSIONAL SERVICES RENDE	\$500.00	4-01-20-135-001-028	B	Audit Services	R	05/28/25	05/28/25			04/28/2025	N
	<b>\$30,224.00</b>										
<b>Vendor Total:</b>	<b>\$30,224.00</b>										
SHERW010 SHERWIN WILLIAMS PAINT											
25-00692	05/22/25	ATB ELECTRICAL/BLOWER RM PAINT									
1 B90W00111 GALLON B90W111 AMSL	\$173.23	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	05/22/25	05/28/25			8542-6	N
2 62232M M1 GLOSS REMOVER QT	\$3.98	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	05/22/25	05/28/25			8542-6	N
3 996000550 7 INCH 6"X1/2"	\$11.47	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	05/22/25	05/28/25			8542-6	N
	<b>\$188.68</b>										
<b>Vendor Total:</b>	<b>\$188.68</b>										
S1096 STAPLES BUSINESS ADVANTAGE											
25-00645	05/15/25	HPD OFFICE SUPPLIES									
1 HPD OFFICE SUPPLIES	\$78.08	5-01-25-240-001-036	B	Office Supplies & Equipment	R	05/15/25	05/27/25			6032356059	N
2 HPD OFFICE SUPPLIES	\$30.62	5-01-25-240-001-036	B	Office Supplies & Equipment	R	05/15/25	05/27/25			6032356059	N
	<b>\$108.70</b>										
<b>Vendor Total:</b>	<b>\$108.70</b>										
S0029 STATE TOXICOLOGY LABORATORY											
25-00643	05/15/25	RANDOM DRUG SCREEN									
1 RANDOM DRUG SCREEN	\$45.00	5-01-25-240-001-093	B	Medical Exams/Hepatitis B Shot	R	05/15/25	05/27/25				N
<b>Vendor Total:</b>	<b>\$45.00</b>										
R0537 STITCHES N INK											
25-00662	05/19/25	SCREEN PRINTING INV 23960									
1 MULTI COLOR PRINT TEES	\$585.00	G-02-41-761-000-000	B	Mercer County Local Arts Grant	R	05/19/25	05/27/25			23960	N
2 MULTI COLOR PRINT TEES	\$75.00	G-02-41-761-000-000	B	Mercer County Local Arts Grant	R	05/19/25	05/27/25			23960	N
3 BANDAIDS FOR SIGNS	\$70.00	G-02-41-761-000-000	B	Mercer County Local Arts Grant	R	05/19/25	05/27/25			23960	N
4 DISCOUNT	40.00-	G-02-41-761-000-000	B	Mercer County Local Arts Grant	R	05/19/25	05/27/25			23960	N

Vendor #	Name										
P.O. #	PO Date	Description	Contract	PO Type							
Item Description	Amount	Charge Account	Acct Description	Type	Stat/Chk	First Date	Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
R0537	STITCHES N INK			Account Continued							
		<b>\$690.00</b>									
	<b>Vendor Total:</b>	<b>\$690.00</b>									
TOWNS010	TOWNSHIP OF MANALAPAN										
25-00661	05/19/25	2025 ANIMAL CONTROL SERVICES		B							
2 2025 ANIMAL CONTROL SERVICES	\$4,950.00	5-01-43-512-001-161	B	Animal Control Services	R	05/19/25	05/27/25		2025-H1&2	N	
3 2025 ANIMAL CONTROL SERVICES	\$4,950.00	5-01-43-512-001-161	B	Animal Control Services	R	05/19/25	05/27/25		2025-H1&2	N	
		<b>\$9,900.00</b>									
	<b>Vendor Total:</b>	<b>\$9,900.00</b>									
T0147	TRACTOR SUPPLY COMPANY										
25-00695	05/22/25	TRIMMER LINE									
1 INV 573413-TRIMMER LINE	\$55.99	5-01-28-369-001-140	B	Landscape Maintenance	R	05/22/25	05/28/25		573413	N	
	<b>Vendor Total:</b>	<b>\$55.99</b>									
T0LIC	TREASURER STATE OF NEW JERSEY										
25-00697	05/22/25	STORMWATER DISCHARGE									
1 INV 250454420-STORMWATER	\$2,000.00	5-01-26-290-001-127	B	Street Repair & Maintenance	R	05/22/25	05/28/25		250454420	N	
	<b>Vendor Total:</b>	<b>\$2,000.00</b>									
T1067	TREASURER, STATE OF NJ										
25-00681	05/21/25	GROUND WATER PERMIT									
1 GROUND WATER PERMIT RENEWAL	\$900.00	5-09-55-501-001-520	B	Permits & Fees	R	05/21/25	05/28/25		250431210	N	
	<b>Vendor Total:</b>	<b>\$900.00</b>									
USELE005	US ELECTRICAL SERVICES, INC.										
25-00709	05/27/25	32W UNIVERSAL BALLAST									
1 32W UNIVERSAL BALLAST	\$22.22	5-01-26-310-001-024	B	Building Maintenance	R	05/27/25	05/28/25		S127845913.001	N	
	<b>Vendor Total:</b>	<b>\$22.22</b>									
U0013	USA BLUE BOOK										
25-00684	05/21/25	REPLACEMENT PEN ARM KIT									
1 REPLACEMENT PEN ARM KIT FOR	\$540.72	5-09-55-501-001-506	B	Laboratory Supplies	R	05/21/25	05/28/25		INV00699776	N	
	<b>Vendor Total:</b>	<b>\$540.72</b>									
V0019	VERIZON										
25-00660	05/19/25	ACT 250-7173670001-69	5/15/25								

Vendor #	Name											
P.O. #	PO Date	Description		Contract	PO Type							
Item Description		Amount	Charge Account	Acct Description	Stat/Chk	First Date	Enc Rcvd Date	Chk/Void Date	Invoice	1099	Excl	
V0019	VERIZON			Account Continued								
1 ACT 250-7173670001-69	5/15/25	\$189.00	5-09-55-501-003-545	B Telephone-W/S-VERIZON	R	05/19/25	05/27/25		250717367000169	N		
<b>Vendor Total:</b>		<b>\$189.00</b>										
V0022	VERIZON WIRELESS											
25-00666	05/19/25	INV 6112976218	5/8/25									
1 INV 6112976218	5/8/25	\$266.11	5-01-31-440-001-079	B Telephone-VERIZON WIRELESS	R	05/19/25	05/27/25		6112976218	N		
<b>Vendor Total:</b>		<b>\$266.11</b>										
VIKIN005	VIKING TERMITE & PEST CONTROL											
25-00689	05/22/25	MAY 2025 SERVICE PD										
1 INV 902779541-MAY 2025 SERVICE		\$23.70	5-01-26-310-001-029	B Maintenance Contracts	R	05/22/25	05/28/25		902779541	N		
25-00694	05/22/25	MAY 2025 SERVICES DPW/MUNCPL										
1 INV 902779532-MAY 2025 SERVC		\$23.50	5-01-26-310-001-029	B Maintenance Contracts	R	05/22/25	05/28/25		902779532	N		
<b>Vendor Total:</b>		<b>\$47.20</b>										
W0100	WITMER PUBLIC SAFETY GROUP INC											
24-01384	12/10/24	HPD FIREARMS SUPPLIES										
1 HPD FIREARMS SUPPLIES		\$172.80	4-01-25-240-001-117	B Ammunition & Target Practice	R	12/10/24	05/27/25		INV632404	N		
2 HPD FIREARMS SUPPLIES		\$356.50	4-01-25-240-001-117	B Ammunition & Target Practice	R	12/10/24	05/27/25		INV683165	N		
3 HPD FIREARMS SUPPLIES		\$128.10	4-01-25-240-001-117	B Ammunition & Target Practice	R	12/10/24	05/27/25		INV655824	N		
4 HPD FIREARMS SUPPLIES		\$442.96	4-01-25-240-001-117	B Ammunition & Target Practice	R	12/10/24	05/27/25		INV664291	N		
5 HPD FIREARMS SUPPLIES		\$379.60	4-01-25-240-001-117	B Ammunition & Target Practice	R	12/10/24	05/27/25		INV634833	N		
		<b>\$1,479.96</b>										
<b>Vendor Total:</b>		<b>\$1,479.96</b>										
WORKN005	WORK N GEAR, LLC											
24-01196	10/24/24	UNIFORMS/BOOTS/ACCESSORIES										
1 UNIFORMS/BOOTS/ACCESSORIES		\$443.60	4-01-26-290-001-032	B Uniforms	R	10/24/24	05/27/25		HA205829	N		
<b>Vendor Total:</b>		<b>\$443.60</b>										

**Total Purchase Orders: 88 Total P.O. Line Items: 218 Total List Amount: \$278,438.79 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
CURRENT FUND	4-01	\$51,048.24	\$0.00	\$51,048.24	\$0.00	\$0.00	\$0.00
	4-09	\$15,416.60	\$0.00	\$15,416.60	\$0.00	\$0.00	\$0.00
	Year Total:	\$66,464.84	\$0.00	\$66,464.84	\$0.00	\$0.00	\$0.00
CURRENT FUND	5-01	\$136,660.59	\$0.00	\$136,660.59	\$0.00	\$0.00	\$0.00
	5-09	\$45,682.21	\$0.00	\$45,682.21	\$0.00	\$0.00	\$0.00
	5-21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,394.78
	Year Total:	\$182,342.80	\$0.00	\$182,342.80	\$0.00	\$0.00	\$7,394.78
GENERAL CAPITAL	C-04	\$5,738.10	\$0.00	\$5,738.10	\$0.00	\$0.00	\$0.00
WATER/SEWER CAPITAL	C-08	\$15,808.27	\$0.00	\$15,808.27	\$0.00	\$0.00	\$0.00
	Year Total:	\$21,546.37	\$0.00	\$21,546.37	\$0.00	\$0.00	\$0.00
	G-02	\$690.00	\$0.00	\$690.00	\$0.00	\$0.00	\$0.00
Total Of All Funds:		\$271,044.01	\$0.00	\$271,044.01	\$0.00	\$0.00	\$7,394.78

Project Description	Project No.	Rcvd Total
Easement Agreement	133MONMOUT	\$162.25
480 MERCER STREET WAREHOUSE	2022-06	\$7,051.53
New Residence-Inspection Fees	207GRANTIF	\$181.00
Total Of All Projects:		\$7,394.78

**Re:                   Manual Bill List for 6/2/2025**

CURRENT ACCOUNT	DATE ISSUED	PO #	CHECK #	Amount
U.S. BANK NATIONAL ASSOCIATION	5/15/2025	25-00636	38214	\$ 2,111.13
TOTAL				<u>\$ 2,111.13</u>
WATER AND SEWER OPERATING				
U.S. BANK NATIONAL ASSOCIATION	5/15/2025	25-00636	16899	\$ 91.41
TOTAL				<u>\$ 91.41</u>
ESCROW				
TOTAL				<u>\$ -</u>
GRANT				
ROCHELLE KAPEL	5/28/2025	25-00677	1812	\$ 500.00
TOTAL				<u>\$ 500.00</u>
TRUST- OTHER				
TOTAL				<u>\$ -</u>
ANIMAL CONTROL TRUST				
TOTAL				<u>\$ -</u>
LAW ENFORCEMENT TRUST				
TOTAL				<u>\$ -</u>
TOTAL				<u>\$ -</u>
PUBLIC DEFENDER TRUST				
TOTAL				<u>\$ -</u>
TAX LIEN TRUST				
TOTAL				<u>\$ -</u>
GENERAL CAPITAL				
TOTAL				<u>\$ -</u>
WATER AND SEWER CAPITAL				
U.S. BANK NATIONAL ASSOCIATION	5/15/2025	25-00636	6453	\$ 101.47
TOTAL				<u>\$ 101.47</u>
MANUAL TOTAL				<u>\$ 2,804.01</u>

Borough of Hightstown  
County of Mercer

Resolution 2025-116

**AWARDING A CONTRACT FOR SOLID WASTE DUMPSTER  
SERVICE – WASTE MANAGEMENT OF NEW JERSEY, INC.**

**WHEREAS**, two (2) bids were received on May 13, 2025 for Solid Waste Dumpster Service; and

**WHEREAS**, the bids have been reviewed by the Purchasing Agent and it is her recommendation that the contract for Solid Waste Dumpster Service in Hightstown Borough be awarded to Waste Management of New Jersey, Inc. of 326 Scott Avenue, Woodbine, NJ at the price of \$51,115.00 for year one, \$53,670.00 for year two, \$56,354.00 for year three, \$59,172.00 for year four and \$62,131.00 for year five for a total contract price of \$282,442.00; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15(3) the bid was for a period of five years, said contract being awarded with the Borough retaining the right to cancel this contract on any year with ninety days written notice to the vendor; and

**WHEREAS**, the Borough Attorney has reviewed the lowest responsive and responsible bid and determined that the bid submitted by Waste Management is in order with respect to legal compliance; and

**WHEREAS**, funds for this expenditure will be made available in the 2025 budget; and

**WHEREAS**, funds for the continuation of this contract for the four (4) subsequent years shall be made available in the appropriate year's budget; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the contract for Solid Waste Dumpster Service is hereby awarded to Waste Management of New Jersey, Inc. of 326 Scott Avenue in the amount of \$51,115.00 for year one, \$53,670.00 for year two, \$56,354.00 for year three, \$59,172.00 for year four and \$62,131.00 for year five for a total contract price of \$282,442.00 effective August 1, 2020.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Mayor is authorized to execute and the Borough Clerk to attest an Agreement between the Borough of Hightstown and Waste Management of New Jersey, regarding the above-referenced solid waste dumpster service, as set forth herein.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on June 2, 2025.

---

Margaret Riggio, Borough Clerk



# The Borough of Hightstown

Peggy Riggio, RMC/QPA/CMR  
Borough Clerk/Purchasing Agent/Registrar  
156 Bank Street | Hightstown | New Jersey | 08520  
Phone – (609) 490-5100, ext. 628  
[priggio@hightstownborough.com](mailto:priggio@hightstownborough.com)

TO: Mayor & Council  
FROM: Peggy Riggio, Borough Clerk/Purchasing Agent  
DATE: May 30, 2025  
RE: Solid Waste Dumpster Service

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On May 13, 2025, two bids were received for Solid Waste Dumpster Service. The lowest responsive bid was reviewed by both myself and Jonathan Cohen, Borough Attorney and found to be in order. It is my recommendation that the 2025-2030 contract for solid waste dumpster service be awarded to the lowest responsive and responsible bidder, Waste Management of New Jersey, LLC.

The bid summary is attached for your information.



**Solid Waste Dumpster Service**  
**Tuesday, May 13, 2025 11:00 a.m.**  
**The Borough of Hightstown, 156 Bank Street**

Summary of Bids	Mazza Recycling 3230 Shafto Road Tinton Falls, NJ 07753 (732)922-9292 ext. 170	Jersey Specialized Hauling, Inc. PO Box 608 Old Bridge, NJ 08857 (732)251-5747	Freehold Cartage, Inc. 825 Park Avenue Freehold, NJ 07728 (732)462-1001 ext. 7005	Bin-Drop Waste Services 555 Industrial Road Carlstadt, NJ 07072 (201)566-7719
Year 1	NO BID RECEIVED	NO BID RECEIVED	NO BID RECEIVED	NO BID RECEIVED
Year 2				
Year 3				
Year 4				
Year 5				
Total Bid				
Summary of Bids	Republic Services 1861 Wayside Road Tinton Falls, NJ 07724 (908)339-5911	Deltek 2291 Wood Oak Drive Herndon, VA 20171 (703)885-9175	Waste Management 326 Scott Avenue Woodbine, NJ 08270 (609)352-8362	
Year 1	\$ 65,072.80	NO BID RECEIVED	\$ 51,115.00	
Year 2	\$ 68,326.44		\$ 53,670.00	
Year 3	\$ 71,742.76		\$ 56,354.00	
Year 4	\$ 75,329.90		\$ 59,172.00	
Year 5	\$ 79,096.40		\$ 62,131.00	
Total Bid	\$ 359,568.30		\$ 282,442.00	

Borough of Hightstown  
County of Mercer

Resolution 2025-117

**RESOLUTION OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF  
MERCER DESIGNATING 3PRC, LLC AS REDEVELOPER FOR BLOCK 8,  
LOT 12, BLOCK 21, LOTS 1.01 AND 14, AND BLOCK 30, LOT 1.01 AND  
AUTHORIZING EXECUTION OF REDEVELOPMENT AGREEMENT IN  
CONNECTION THEREWITH**

**WHEREAS**, in accordance with the criteria set forth in the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”), the Borough of Hightstown (the “**Borough**”) designated the properties formerly known as Block 54, Lots 6-9, 10.01, 13, 14.01, 16.01 & 23; Block 40, Lots 14-20, 22-28; Block 33, Lots 1-8, 10-16, 18-20, 23-25, 28, 29, 30.01, 33-35; Block 30, Lots 1-13; Block 28, Lots 56 & 57; Block 21, Lots 1-14, 20 & 26; Block 8, Lots 12-14; and Block 18, Lots 8-12 on the Borough’s official tax map (collectively, the “**Redevelopment Area**”), as an “area in need of redevelopment”; and

**WHEREAS**, by Ordinance 2020-04, adopted on August 3, 2020, the Borough Council adopted a new redevelopment plan titled the “Bank Street Redevelopment Plan,” dated July 20, 2020 (together with any further amendments thereto, the “**Redevelopment Plan**”), applicable to the portion of the Redevelopment Area known as Sub Area I; and

**WHEREAS**, 3PRC, LLC (the “**Redeveloper**”) owns the portion of the Redevelopment Area consisting of Block 8, Lot 12, Block 21, Lot 1.01 (f/k/a Block 21, Lots 1-13, 20, and 26), Block 21, Lot 14, and Block 30, Lot 1.01 (f/k/a Block 30, a portion of Lot 1, Lots 2-7, 10, 11, and a portion of Lot 12) (collectively, the “**Project Area**”); and

**WHEREAS**, the Redeveloper proposes to redevelop the Project Area by constructing thereon a project consisting of up to three hundred eighty-seven (387) residential units, consisting of three hundred forty-three (343) rental apartments (or up to sixteen (16) boutique hotel guest suites in lieu of ten (10) apartments), forty-three (43) townhomes and one (1) unit for an on-site manager, together with appurtenant amenity spaces, parking facilities, and other infrastructure improvements (the “**Project**”), all in accordance with the Redevelopment Law and the Redevelopment Plan; and

**WHEREAS**, in order to effectuate the Redevelopment Plan, and the redevelopment of the Project Area, the Borough desires to designate the Redeveloper as the “redeveloper” of the Project Area, as that term is defined and used in the Redevelopment Law, and to authorize the execution of a redevelopment agreement with the Redeveloper in substantially the same form as that on file with the Borough Clerk (the “**Redevelopment Agreement**”).

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

Borough of Hightstown  
County of Mercer

Resolution 2025-117

**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.

**Section 2.** The Borough Council hereby authorizes the Mayor to execute the Redevelopment Agreement substantially in the form as that on file with the Borough Clerk, subject to minor modification or revision, as deemed necessary and appropriate after consultation with counsel. The Mayor is further authorized to execute any and all other documents or instruments necessary to effectuate the terms of the Redevelopment Agreement. The Borough Clerk is hereby authorized and directed, upon execution of the Redevelopment Agreement to attest to the signature of the Mayor upon such document.

**Section 3.** The Redeveloper is hereby designated as the “redeveloper”, as that term is defined and used in the Redevelopment Law, of the Project Area, subject to the execution by the Borough and the Redeveloper of the Redevelopment Agreement. So long as the Redevelopment Agreement is in effect, the Redeveloper shall be the “redeveloper” of the Project Area.

**Section 4.** This resolution shall take effect immediately.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on June 2, 2025.

---

Margaret Riggio, Borough Clerk

**RECORD AND RETURN TO:**

Kevin P. McManimon, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2<sup>nd</sup> Floor  
Roseland, New Jersey 07068

**REDEVELOPMENT AGREEMENT**

**by and between**

**THE BOROUGH OF HIGHTSTOWN,**  
as Redevelopment Entity

**and**

**3PRC, LLC,**  
as Redeveloper

**Date: June 2, 2025**

**EXHIBITS**

- Exhibit 1-A. Preliminary and Final Major Site Plan, dated August 14, 2020, prepared by Yosef Portnoy, P.E., of Maser Consulting (predecessor-in- interest to Colliers Engineering & Design), approved by action of the Hightstown Borough Planning Board on September 16, 2020, as further memorialized and adopted in Hightstown Borough Planning Board Resolution No. 2020-09 on November 9, 2020.
- Exhibit 1-B. Minor Subdivision Plat, dated August 10, 2020, revised through December 12, 2023, prepared by Eric V. Wilde, L.S., of Colliers Engineering & Design (successor-in-interest to Maser Consulting), approved by the Borough Planning Board by Resolution No. 2023-10 on June 12, 2023.
- Exhibit 2-A. Redevelopment Plan
- Exhibit 2-B. Site Plan Approval Resolution
- Exhibit 3. Project Schedule
- Exhibit 4. List of Project Governmental Approvals

## **REDEVELOPMENT AGREEMENT**

### **PREAMBLE**

**THIS REDEVELOPMENT AGREEMENT** (this “**Agreement**”), dated as of \_\_\_\_\_, 2025 (the “**Effective Date**”), is entered into by and between the **BOROUGH OF HIGHTSTOWN** (the “**Borough**”), a body corporate and politic of the State of New Jersey, with offices located at 156 Bank Street, Hightstown, New Jersey 08520, acting in its capacity as a “redevelopment entity”, as such term is defined in the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Redevelopment Law**”), and **3PRC, LLC**, a New Jersey limited liability company (the “**Redeveloper**” or “**3PRC**”), its successors and assigns, with offices located at 141 West Front Street, Suite 410, Red Bank, New Jersey 07701. The Borough and Redeveloper may be referred to in this Agreement singularly as a “**Party**” or collectively as the “**Parties**”.

### **RECITALS**

**WHEREAS**, the Borough Mayor (the “**Mayor**”) and the Borough Council (the “**Council**”) serve as an instrumentality and agency of the Borough pursuant to the Redevelopment Law for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the Borough; and

**WHEREAS**, pursuant to the Redevelopment Law, by Resolution No. 2003-19 duly adopted on December 1, 2003, as amended by Resolution No. 2018-72, adopted on March 19, 2018, and Resolution No. 2019-224, adopted on December 16, 2019, the Council designated certain parcels of real property known and identified as: (i) Block 54, Lots 6-10, 13, 14.01, 16.01 and 23; (ii) Block 40, Lots 14-28; (iii) Block 33, Lots 1-30 and 32-36; (iv) Block 30, Lots 1-13; (v) Block 28, Lots 56 and 57; (vi) Block 21, Lots 1-14, 20 and 26; (vii) Block 8, Lots 12-14; and (viii) Block 18, Lots 8-12 on the Borough’s official tax map together with that portion of Mechanic Street (a paper street) south of Bank Street (collectively, the “**Redevelopment Area**”) as an “area in need of redevelopment” pursuant to the Redevelopment Law; and

**WHEREAS**, a redevelopment plan containing development standards for a portion of the Redevelopment Area known as Sub-Area I (Bank Street) was adopted by Ordinance No. 2015-04 on April 20, 2015, which revised the redevelopment plan(s) for the Redevelopment Area previously adopted on September 7, 2004, October 2, 2006, and October 6, 2008, respectively, and which was subsequently further amended by ordinances adopted on March 6, 2017, April 2, 2018, and August 3, 2020, respectively (the “**Redevelopment Plan**”, a copy of which is attached hereto as **Exhibit 2-A**); and

**WHEREAS**, the Redeveloper has expressed a desire to redevelop a portion of the Redevelopment Area, consisting of certain newly-designated parcels on the Borough’s tax map known and identified as: (i) Block 8, Lot 12; (ii) Block 21, Lot 1.01 (f/k/a Block 21, Lots 1-13, 20, and 26); (iii) Block 21, Lot 14; and (iv) Block 30, Lot 1.01 (f/k/a Block 30, a portion of Lot 1, Lots 2-7, 10, 11, and a portion of Lot 12) (collectively, the “**Project Area**”), by constructing thereon up to three hundred eighty-seven (387) residential units, consisting of three hundred forty-

three (343) rental apartments, forty-three (43) townhomes and one (1) unit for an on-site manager, together with appurtenant amenity spaces, parking facilities, and other infrastructure improvements (the “**Project**”); and

**WHEREAS**, on September 16, 2020, the Planning Board of the Borough of Hightstown (the “**Planning Board**”) granted Preliminary and Final Major Site Plan Approval and Minor Subdivision Approval for the development and construction of the Project (the “**Site Plan Approval**”), as memorialized by Resolution No. 2020-09 adopted by the Planning Board on November 9, 2020 (the “**Site Plan Approval Resolution**”; a copy of which is attached hereto as **Exhibit 2-B**), and as shown on that certain Preliminary and Final Major Site Plan for PRC Hightstown prepared by Maser Consulting (predecessor-in-interest to Colliers Engineering & Design), dated August 14, 2020; and

**WHEREAS**, on June 12, 2023, the Planning Board granted Minor Subdivision Plan Approval as memorialized by Resolution No. 2023-10 as adopted by the Planning Board on June 12, 2023 and as shown on that certain Minor Subdivision Plan for PRC Hightstown prepared by Colliers Engineering & Design (successor-in-interest to Maser Consulting), dated August 10, 2020, and filed as Plat #4183 with the Mercer County Clerk (the “**Subdivision Plat**”), which Subdivision Plat created the following new consolidated lots: (i) Block 21, Lot 1.01 (formerly Block 21 Lots 1-13, 20, and 26) (“**Tract A**”); and (ii) Block 30, Lot 1.01 (formerly Block 30, Lot 1 (portion of only), Lots 2-7 and 10, 11, and 12 (portion only) (“**Tract B**”), which together with Block 8, Lot 12 (“**Tract C**”) form the Project Area; and

**WHEREAS**, in connection with the Project, the Redeveloper will: (i) develop and construct certain on-site and off-site Project Improvements, Project Infrastructure, and/or other improvements as required under the Redevelopment Plan and by the Planning Board in connection with the Site Plan Approval, which improvements are specified in more detail in the Final Site Plan (defined below), the Site Plan Approval Resolution, and the documents referenced and incorporated therein (the “**Site Plan Required Improvements**”); and

**WHEREAS**, the Redeveloper anticipates that the Project will be undertaken in the following three separate and distinct components, each as shown on the Site Plan (each, a “**Component**”):

- (i) **Component 1:** the construction of the following Improvements on **Tract A** and **Tract C**: (i) thirty-five (35) new townhomes on **Tract A**; (ii) eight (8) new townhomes on **Tract C**; (iii) the leasing and amenity building on **Tract C**; and (iv) the Site Plan Required Improvements associated with Component 1.
- (ii) **Component 2:** the construction of the following Improvements on **Tract B**: (i) the new four-story mixed-use building (the “**Mixed-Use Building**”) consisting of 193 apartment units (or, if elected by the Redeveloper, 183 apartment units and sixteen (16) boutique hotel guest suites); (ii) the attached six-story structured parking garage consisting of 411 parking spaces; and (iii) the Site Plan Required Improvements associated with Component 2.

- (iii) **Component 3:** (i) the rehabilitation of the existing concrete mill building located on **Tract B** into a four-story fifty-nine (59) unit apartment building on **Tract B** together with a pool; (ii) the rehabilitation of the existing brick mill building located on **Tract A** into a three-story ninety-one (91) unit apartment building together with the proposed lobby and amenity space; (iii) the construction of a two-level structured parking garage consisting of 139 spaces; and (iv) the Site Plan Required Improvements associated with Component 3.

**WHEREAS**, the Redeveloper now owns the entire Project Area; and

**WHEREAS**, the Borough finds that the Project is consistent with the Redevelopment Plan; and

**WHEREAS**, on January 21, 2020, by Resolution No. 2020-37, the Council designated 3PRC as the conditional redeveloper of the Project Area and, on June 3, 2024, by Resolution No. 2024-108, the Council redesignated 3PRC as the conditional redeveloper of the Project Area; and

**WHEREAS**, the Borough and the Redeveloper entered into an Interim Costs Agreement, dated January 21, 2020 (and signed by the Redeveloper on February 20, 2020) (the “**Interim Costs Agreement**”), pursuant to which the Redeveloper has funded an escrow account established to pay the Borough’s costs associated with the redevelopment of the Project Area; and

**WHEREAS**, on June 3, 2024, the Council adopted Resolution No. 2024-108, which resolution renewed and extended the designation of 3PRC as the conditional redeveloper of the Project Area; and

**WHEREAS**, on \_\_\_\_\_, 2025, the Council adopted Resolution No. \_\_\_\_ designating the Redeveloper as the “redeveloper” and authorizing the execution of this Agreement, which specifies the respective rights and responsibilities of the Borough and the Redeveloper with respect to the Project.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, intending to be legally bound, hereby agree as follows:

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATIONS**

**Section 1.01. Definitions.** Capitalized terms defined in the Recitals hereof, or in particular Sections of this Agreement, shall have the meanings assigned to such terms therein. In addition, the following words and phrases, having upper case initial letters, shall have the meanings ascribed to such words and phrases below, such definitions to be applicable to the singular and plural forms:



**“Affiliate”** means, with respect to the Redeveloper, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with, the Redeveloper.

**“Annual Service Charge Credit”** is defined in Section 3.04(b).

**“Appeal Period”** means the period of time specified by statute or court rule within which an appeal may be taken, by any Party, or other Person, of a determination of a Governmental Approval and includes the period for filing an appeal to an appellate court after entry of a judgment or decision by a lower court or Governmental Agency.

**“Applicable Law”** or **“Applicable Laws”** means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard, or similarly binding action which, in any case, shall be enacted, adopted, promulgated, issued, or enforced by any Governmental Authority, Governmental Agency, and/or court of competent jurisdiction that relates to or affects the Parties or either of them, the Project Area (or any portion thereof), the Project (or any portion thereof), or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights under this Agreement. **“Applicable Laws”** shall include, without limitation, the Municipal Land Use Law, the Redevelopment Law and all Environmental Laws.

**“Borough Costs”** is defined in Section 3.03.

**“Borough Covenants”** is defined in Section 10.04.

**“Borough Indemnified Parties”** means the Borough and its respective officers, elected officials, agents, employees, contractors and consultants.

**“Certificate of Completion”** is defined in Section 9.02.

**“Certificate of Occupancy”** means, as applicable, a permanent or temporary certificate of occupancy, as such term is defined in the New Jersey Administrative Code, issued by the Borough with respect to the Project or Project Improvements (or any Component or sub-Component thereof), upon Completion of the Project (or any Component or sub-Component thereof).

**“Change in Law”** means the enactment, promulgation, modification, or repeal of or with respect to any Applicable Law subsequent to the Effective Date, which establishes requirements affecting performance by a Party which are materially more burdensome than, and adversely inconsistent with, the requirements which are applicable to the performance of such obligations as of the Effective Date. Actions or inactions of the Borough shall not constitute a Change in Law giving rise to a suspension of any performance or other obligation of the Borough under this Agreement. Actions or inactions (including, without limitation, any denial or conditional approval) of the Planning Board shall not be deemed to constitute a Change in Law for purposes of relieving the Redeveloper of any performance or other obligation under this Agreement. However, if any Planning Board action is appealed, the Redeveloper’s performance obligations hereunder shall be tolled and/or extended by the amount of time during which such appeal of the Planning Board’s

action (whether approval, denial or conditional approval) is continuing.

**“Change in Plans”** is defined in **Section 10.03(c)**.

**“Commence Construction”** or **“Commencement of Construction”** means the beginning of any physical construction of the Project or Project Improvements (or any Component thereof).

**“Completion”**, **“Complete”** or **“Completed”** means, with respect to the Project (or any Component thereof), that (a) all Work related to the Project (or any Component or sub-Component thereof), or any other work or actions to which such term is applied, has been completed, acquired, and/or installed in accordance with this Agreement and in compliance with Applicable Law so that (i) the Project (or any Completed Component or sub-Component thereof) may, in all respects, be used and operated under the applicable provisions of this Agreement, or (ii) with respect to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed, or (b) a certificate of occupancy, certificate of approval, or similar document has been issued for the Project (or any Completed Component or sub-Component thereof) by the Borough or other governmental entity having jurisdiction thereover, or (c) such Completion has been evidenced by a written notice provided to the Borough by the Redeveloper (or its successors, including any Transferee) with respect to the Project (or any Completed Component or sub-Component thereof), which determination is reasonably acceptable to the Borough.

**“Completion Date”** is defined in **Section 2.06**.

**“Control”** (including the correlative meanings of the associated terms “Controlled by,” “Controlling,” and “under common Control with”), as used with respect to the Redeveloper, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of another entity, whether through the ownership of voting securities or membership interests, by contract, or otherwise.

**“Days”** means calendar days.

**“Developer’s Construction Agreement”** is defined in **Section 2.12**.

**“Environmental Condition”** is defined in **Section 4.02(a)**.

**“Environmental Law”** or **“Environmental Laws”** means any and all federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives, or judgments relating to pollution, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture, or transport of Hazardous Substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. sect. 9601-9675); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. sect. 6901, *et seq.*), the Clean Water Act (33 U.S.C. sect. 1251, *et seq.*); the New Jersey Spill

Compensation and Control Act (N.J.S.A. 58:10-23.11, et seq.); the Industrial Site Recovery Act, as amended (N.J.S.A. 13:1K-6, et seq.); the New Jersey Underground Storage of Hazardous Substances Act (N.J.S.A. 58:10A-21, et seq.), the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1, et seq.); and the New Jersey Site Remediation Reform Act (N.J.S.A. 58:10C-1, et seq.); and the rules and regulations promulgated thereunder.

**“Escrow Account”** is defined in **Section 3.03**.

**“Estoppel Certificate”** is defined in **Section 2.07**.

**“Event of Default”** means the occurrence of any event of default by Redeveloper or any event of default by Borough, as the case may be, under this Agreement.

**“Exhibit”** means any exhibit attached hereto, which shall be deemed to be a part of this Agreement as if set forth in the text hereof.

**“Filed Subdivision Plat”** means the Plat of the Subdivision that was filed in the Office of the Mercer County Clerk on January 30, 2024, as Filed Map #4183.

**“Final Site Plan”** means the Preliminary and Final Major Site Plan approved by the Planning Board on September 16, 2020, and which approval was memorialized by Resolution No. 2020-09 adopted by the Planning Board on November 9, 2020, attached hereto as **Exhibit 1-A**, subject to Minor Changes (defined in **Section 5.04**) and Change in Plans approved by the Borough and the Planning Board in accordance with the provisions of **Sections 5.04** and **10.03(c)**.

**“Financial Agreement”** is defined in **Section 3.04**.

**“Financial Institution”** shall mean a savings bank, savings and loan association, credit union, commercial bank, or trust company organized or chartered under the laws of the United States or any state thereof or the District of Columbia or a foreign banking institution (in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity); an insurance company organized and existing under the laws of the United States of America or any state thereof or the District of Columbia or a foreign insurance company (in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity); an institutional investor such as a publicly held real estate investment trust, an entity that qualifies as a “REMIC” under the federal internal revenue code or other public or private investment entity (in each case whether acting as principal or agent); a brokerage or investment banking organization (in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity, as principal or agent); an employees’ welfare, benefit, pension or retirement fund; an institutional financing company; trust company (whether acting individually, as an investment manager or in a fiduciary capacity); a real estate investment trust existing in compliance with Sections 856 through 860 of the Internal Revenue Code of 1986, as amended, a governmental agency or a trustee for a governmental agency; a trustee or holder of a REMIC loan, or any other recognized reputable

entity regularly engaged in the business of making construction or permanent mortgage loans or any combination of Financial Institutions.

**“Foreclosure”** is defined in **Section 14.03(b)**.

**“Governmental Agency”** or **“Governmental Authority”** means, as the context requires, the federal government, the State of New Jersey, the County of Mercer, the Borough, or other political subdivision thereof, and/or any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government and/or any other governmental entity with authority over any part of the permitting, construction, or operation of the Project, the Project Improvements, and/or the Project Area.

**“Governmental Application”** or **“Governmental Applications”** shall mean any and all submissions, supporting documents, reports, or other proofs transmitted to any Governmental Authority for the purpose of obtaining a Governmental Approval for any aspect of the Project, Project Improvements, or the Project Area. “Governmental Applications” shall also include, without limitation, any submission of any kind, relevant communications, exhibits, notice of meetings and telephone conferences, relating to any Governmental Application.

**“Governmental Approval”** or **“Governmental Approvals”** means any and all necessary reviews, consents, permits, or other approvals, of any kind, legally required by any Governmental Authority or Governmental Agency, or quasi-governmental entity required to be obtained with respect to the Project, the Project Improvements, and/or the Project Area, with all applicable Appeal Periods having expired without any appeal having been taken by a third party therefrom or, if an appeal has been taken, such appeal having been disposed of to the reasonable satisfaction of the Parties without the right to further appeal or, if there is a right to further appeal, the time period therefore having expired without a further appeal having been taken.

**“Hazardous Materials or Substances”** means any substance, chemical, or waste that is listed as hazardous or otherwise requires Remediation under any Environmental Law.

**“Holder”** is defined in **Section 14.01(a)**.

**“Impositions”** shall mean all taxes, assessments (including all assessments for public improvements or benefits), water fees, sewer fees or other rents, rates and charges, license fees, permit fees, inspection fees, and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Project Area or on any of the Project Improvements constructed thereon.

**“Insurance Requirements”** shall mean all requirements set forth in the terms of any insurance policy or policies covering or applicable to all or any portion of the Project Area or applicable to any Project Improvements thereon or on/in any easement for the benefit of the Redeveloper granted by the Borough, and any and all requirements of the issuer(s) of any such insurance policy or policies, and any and all orders, rules, regulations, and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable

to or affecting all or any portion of the Project Area, the Project Improvements thereon, or the use or condition thereof.

**“LTTE”** is defined in **Section 3.04**.

**“Market Conditions”** means conditions of the real estate market and financing market as they affect the Project (or a portion thereof) as demonstrated by an independent market study reasonably acceptable to the Borough.

**“Minor Changes”** is defined in **Section 5.04**.

**“Minor Delay”** means a delay in the completion of a material milestone in the Project Schedule for a period of no greater than thirty (30) Days.

**“Municipal Land Use Law”** means the New Jersey Municipal Land Use Law, as codified at N.J.S.A. 40:55D-1 *et seq.*, and the acts amendatory thereof and supplemental thereto.

**“New Firehouse Parcel”** means new Lot 13.01 in Block 30 created by the Subdivision and referred to in **Section 2.09(a)** consisting of approximately 43,560+/- square feet of land.

**“New Firehouse Parcel Parking Spaces”** means the surface parking spaces, to be reconstructed by the Redeveloper, on or in conjunction with the New Firehouse Parcel for use by the Borough as further defined in **Section 2.09(b)** and as depicted on the Final Site Plan attached hereto as **Exhibit 1-A**.

**“NJDEP”** means the New Jersey Department of Environmental Protection, and any successor Governmental Authority to which its powers may be transferred.

**“Party”** or **“Parties”** is defined in the Preamble.

**“Permitted Transfer”** or **“Permitted Transfers”** is defined in **Section 12.04(a)**.

**“Person”** means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, limited partnership, associations, trust, unincorporated association, urban renewal entity, institution, or any other legal entity, including public or governmental bodies.

**“Planning Board”** means the Borough Planning Board.

**“Progress Meetings”** is defined in **Section 7.01**.

**“Progress Report”** is defined in **Section 7.02**.

**“Project Costs”** is defined in **Section 3.02**.

**“Project Improvements”** means all buildings, structures, improvements, site preparation work, Project Infrastructure, Public Improvements, and amenities necessary for the implementation and completion of the Project, or any portion thereof, and any Work incidental thereto, including such Work as may be required in connection with permits and Governmental Approvals for the Project, or any portion thereof. “Project Improvements” also include but are not limited to, grading, site drainage, drainage outfalls, walkways, water system improvements, storm and sanitary sewers, and other utilities, (including electric, gas, telephone, and cable services which are to be built underground unless permitted otherwise by the Borough), parking, lighting, landscaping, and interior roadways.

**“Project Infrastructure”** means: (a) all roadways, bridges, and site infrastructure improvements; (b) grading, site drainage, drainage outfalls, walkways, subsurface excavation, and other site preparatory Work for the Project, lighting within on-site parking areas, landscaping, fire hydrants, and interior roadways, in each case, as more particularly described in the construction plans and specifications; (c) water and sewer service lines for the Project Area, including hook-ups and service laterals from a building to the curb for water, storm, and sanitary sewers, and other utilities, including electric, gas, telephone and cable services (which are to be built underground, unless otherwise approved); and (d) all other improvements which are or may be required to accommodate construction, occupancy, and use of the Project. “Project Infrastructure” shall include such infrastructure improvements as identified in (i) the Remediation Permits, (ii) the Governmental Approvals, and (iii) such other Project Improvements to be constructed by the Redeveloper.

**“Project Schedule”** means the schedule for the design, permitting, financing, construction, and Completion of the Project (or any Component or sub-Component thereof) by the Redeveloper, as the same may be amended or modified, from time to time, by Minor Delays, Tolling Events, Uncontrollable Circumstances, or otherwise agreed to by the Parties. The initial proposed Project Schedule is attached hereto as **Exhibit 3**.

**“Public Improvements”** means those Project Improvements, if any, to be dedicated to, and accepted by, the Borough.

**“Redeveloper Covenants”** is defined in **Section 10.03**.

**“Redeveloper Indemnified Parties”** means the Redeveloper and its respective members, officers, directors, employees, contractors, consultants, and agents, and the Redeveloper's successors and assigns, as the case may be.

**“Remediation”** means the performance and completion of all investigations, cleanup, mitigation, and any and all other activities necessary or required for the cleanup or containment of all environmental contamination, including, without limitation, Hazardous Substances, known or unknown, on, under or migrating from the Project Area, and the construction of the remedial systems, all in compliance with Applicable Laws and Governmental Approvals, and in accordance with Environmental Laws, to address any environmental contamination or environmental damage to any natural resource, including but not limited to, air, groundwater, surface water, or soil,



required to implement the Project, subject to any third-party responsibility and/or liability for Remediation activities, actions, and efforts.

**“Remediation Costs”** means any and all costs incurred in conducting or undertaking the Remediation of the Project Area.

**“Remediation Permits”** means any applicable permit, license, or approval issued by NJDEP (or other Governmental Authority having competent jurisdiction) or any approval, confirmation, certification, or Remedial Action Outcome issued or provided by a New Jersey Licensed Site Remediation Professional as defined in N.J.S.A. 58:10C-1, necessary for the Remediation, as the same may have been amended or supplemented from time to time prior to the date that the Remediation is Completed, pursuant to Applicable Law.

**“Rocky Brook Walkway”** is defined in **Section 2.11**.

**“Signify LSRP”** is defined in **Section 4.01(d)(i)**.

**“Subdivision Plat”** is defined in the **Recitals** and a copy is attached to this Agreement as **Exhibit 1-B**.

**“Tolling Event”** means (a) an act or omission by one Party or a third party that is identified as a Tolling Event or Uncontrollable Circumstance under this Agreement, or (b) any reasonable request by one Party to the other to extend the time for performance of any obligation, requirement, commitment, or responsibility arising pursuant to this Agreement, which request is granted by the other Party.

**“Transfer”** is defined in **Section 12.03**.

**“Uncontrollable Circumstance”** means such events or conditions, or any combination thereof, that may reasonably be expected to have a material adverse effect on the ability of a Party to perform any obligation or comply with any condition required of such Party under the terms of this Agreement; provided, however, that such event or condition shall be beyond the reasonable control of the Party relying thereon as an Uncontrollable Circumstance. The following events and circumstances shall constitute Uncontrollable Circumstances, to the extent that they actually cause a delay in the ability of a Party to perform an obligation or comply with a condition required of such Party under the terms of this Agreement:

(a) The occurrence of a force majeure event, such as (i) severe natural conditions such as landslide, lightning strike, earthquake, flood, hurricane, blizzard, tornado, or other severe weather conditions, provided, however, that any question as to whether any of the aforementioned weather conditions should be deemed to constitute an Uncontrollable Circumstance shall be considered in light of good engineering practice and industry standards to protect against reasonably foreseeable severe weather conditions, (ii) severe sea conditions affecting delivery of materials or similar cataclysmic occurrence, (iii) nuclear catastrophe, (iv) an act of a public enemy, including, without limitation, acts of terrorism, war, blockade, insurrection, civil commotion, and riot, (v) general restraint of government and people, including, without limitation, due to epidemic,

pandemic, and related quarantine, and (vii) infrastructure failures.

(b) A Change in Law.

(c) Any action or inaction by any Governmental Authority or Governmental Agency, which precludes or delays a Party from performing its obligations under this Agreement, provided, however, that such action or failure to act shall not be the result of the willful, illegal, unlawful or intentional action or inaction of such Party, and such Party's reasonable failure to contest such action or inaction shall not constitute or be construed as constituting a willful, illegal, unlawful, or intentional action or inaction by such Party. Decisions interpreting Federal, State and/or local tax laws that are generally applicable to all business taxpayers shall not constitute an Uncontrollable Circumstance under this paragraph (c).

(d) The suspension, termination, interruption, denial, failure of, or delay in the renewal or issuance of any Governmental Approval, provided, however, that such suspension, termination, interruption, denial or failure of, or delay in renewal or issuance shall not be the result of the willful or intentional action or inaction of the Party relying thereon and such Party's reasonable failure to contest such suspension, termination, interruption or failure of renewal or issuance shall not constitute or be construed as constituting a willful or intentional action or inaction by such Party.

(e) The intentional or unintentional damage or destruction of the Project Improvements or any portion thereof or of the Project Area, unless such damage is a result of the willful or intentional action or inaction of Redeveloper or its contractors.

(f) A Delay caused by or arising out of legal action or lawsuits filed to challenge the issuance or grant of any Governmental Approval, including, but not limited to, Planning Board approval of the Redeveloper's Final Site Plan.

(g) A Delay caused by or arising out of the inability of any contractor or materials supplier to make timely delivery of materials and the practicable inability of said contractor or materials supplier, as the case may be, to source similar materials.

(h) A delay caused by or arising due to strike, labor unrest, national emergency or generally recognized materials shortage, energy shortages, tariffs on materials which materially change the cost of the Project, or other delays or unanticipated costs affecting the construction or real estate industry.

(i) A significant change in Market Conditions establishes that the Project, or any portion thereof, will not be reasonably viable from an economic standpoint for the Redeveloper and/or any Holder, as determined solely by the Redeveloper but based on an independent market study.

(j) The holdover by a tenant of any parcel of property or structure located in the Project Area.

(k) A delay caused by unforeseen Remediation that is not the result of the intentional or willful misconduct of the Redeveloper.



The Parties acknowledge and agree that the events and/or conditions set forth in paragraphs (a) through (k) of this definition are not intended to be the only events or conditions, or combinations thereof, which may (upon satisfaction of the criteria set forth above) constitute an Uncontrollable Circumstance.

**“URE”** is defined in **Section 3.04**.

**“Utility Facilities”** is defined in **Section 6.04**.

**“Work”** is defined in **Section 6.01**.

**Section 1.02. Interpretation and Construction.** In this Agreement, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder”, and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after the Effective Date of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa, as the context may require.

(c) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of the provisions of this Agreement.

(d) Unless otherwise indicated, all approvals, consents, and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed. The words “consent” or “approve” or words of similar import, shall mean the prior written consent or approval of the Borough and/or the Redeveloper, as the case may be, unless expressly stated to the contrary herein.

(f) Each right of the Borough to review or approve any actions, plans, specifications, or other obligations under this Agreement shall be made by the Borough or Borough official(s) with the legal authority to conduct such review or grant such approvals. Any review contemplated by this Agreement shall be made promptly and in accordance with Applicable Law. Upon request of the Redeveloper, the Borough shall inform the Redeveloper of all officials of the Borough having requisite approval powers to review or grant such requests for approval.

(g) All notices to be given hereunder and responses thereto shall be given within a reasonable time, which shall not be less than ten (10) Days nor more than twenty (20) Days, unless a certain number of Days is otherwise expressly provided in this Agreement, or unless the context dictates otherwise.

(h) Unless otherwise indicated, any “fees and expenses” shall be required to be customary and reasonable.

(i) The Preamble, the Recitals, and all Exhibits are incorporated herein and made a part of this Agreement.

## **ARTICLE II**

### **IMPLEMENTATION OF REDEVELOPMENT PROJECT**

**Section 2.01. Purpose.** It is the intention of the Parties, and the purpose of this Agreement, to set forth the rights, duties, and obligations of the Parties in conjunction with the development of the Project in furtherance of the implementation of the Redevelopment Plan.

**Section 2.02. Designation of Redeveloper.** Upon the Effective Date, the Borough hereby designates the Redeveloper as the redeveloper of the Project Area pursuant to the Redevelopment Law, and the Redeveloper shall have the exclusive right to redevelop and implement the Project in accordance with the terms and conditions of the Redevelopment Plan and this Agreement. Except as provided for in this Agreement, the Borough shall not have the right to designate any person or entity other than the Redeveloper, as the redeveloper, for so long as this Agreement remains in full force and effect.

**Section 2.03. The Project.** The Project shall be constructed and developed in accordance with the Final Site Plan, Filed Subdivision Plat, other Governmental Approvals, and the applicable standards of the Redevelopment Plan, as it may be further amended from time to time, the Site Plan Approval Resolution (and the documents referenced and incorporated therein), and this Agreement.

#### **Section 2.04. Project Infrastructure.**

(a) The Redeveloper shall (at its sole cost and expense) construct the Project Infrastructure, as required by the terms of this Agreement and the Governmental Approvals, including the Final Site Plan and Filed Subdivision Plat. The Redeveloper shall carry out its obligations with respect to the construction of the Project Infrastructure, in accordance with (i) all Applicable Laws, including specifically and without limitation, the Governmental Approvals, and (ii) such other permits, licenses, and approvals as may be required in order to carry out such obligations or may otherwise be applied for and received from any Governmental Authority, including, but not limited to, the Borough.

(b) The Redeveloper shall, at its sole cost and expense, undertake such technical and other studies and shall prepare and file any Governmental Applications required for the receipt of the Governmental Approvals needed for the Project Infrastructure and the Project Improvements. Notwithstanding anything herein to the contrary, the Redeveloper shall be responsible for obtaining all permits and approvals necessary for the Work, including for Work to be undertaken within a Borough Right-of-Way.

(c) The Redeveloper shall implement the Project Infrastructure in order to complete the Project according to the Project Schedule in all material respects and shall coordinate the design, construction, and development of all Project Infrastructure, subject to Minor Delays and delays relating to any Tolling Event or Uncontrollable Circumstance. The Redeveloper shall reasonably cooperate with the Borough to ensure that the implementation of the Project Infrastructure does not unreasonably interfere with the operation of the existing utilities. The Redeveloper agrees to provide all performance and maintenance bonds as reasonably required by the Governmental Approvals.

(d) While the Redeveloper agrees to construct the Project Infrastructure, as required by the terms of the Agreement and the Governmental Approvals, including the Final Site Plan and Filed Subdivision Plat, at the Redeveloper's sole cost and expense, should the cost of such Project Infrastructure cause the economic feasibility of the Project to be prohibitive, the Redeveloper shall notify the Borough in writing that it has determined same, and the Parties agree to work together in good faith to determine an agreed upon solution to address the cost of such Project Infrastructure. However, if the Parties are unable to determine a viable solution to address the cost of such Project Infrastructure within ninety (90) Days of the Borough's receipt of the notice required herein, the Redeveloper may terminate this Agreement at which time this Agreement shall be null and void and neither Party shall have any further obligations under this Agreement, each to the other.

#### **Section 2.05. Project Costs and Financing**

(a) The Redeveloper agrees that all costs associated with the development and financing of the Project are the sole responsibility of the Redeveloper. The Redeveloper has obtained, or covenants to obtain, financing for the Project, which financing may be a combination of debt financing and an equity contribution from the Redeveloper or any Affiliate of the Redeveloper, at the Redeveloper's sole and absolute discretion. The Redeveloper shall submit to the Borough evidence of both firm commitments for mortgage financing and any equity capital necessary to Commence Construction of the Project, not later than thirty (30) Days prior to the date scheduled for the Commencement of Construction. The Borough agrees to accept a letter, in substance acceptable to the Borough, from one or more Financial Institution(s), which evidences a firm commitment to provide financing for the construction of the Project in such time and manner so as to enable Redeveloper to adhere to the Project Schedule in all material respects subject to Minor Delays and delays resulting from a Tolling Event or Uncontrollable Circumstance.

#### **Section 2.06. Project Schedule.**

(a) A Project Schedule, attached hereto as **Exhibit 3**, sets forth the targeted critical milestones of the Project. The Redeveloper shall diligently strive to implement and complete all aspects of the Project substantially in accordance with the estimated completion dates (each, a "**Completion Date**") set forth in the Project Schedule, subject, however, to relief resulting from the occurrence of a Minor Delay, Tolling Event, or Uncontrollable Circumstance.

(b) If the Redeveloper fails to meet a Completion Date set forth on the Project Schedule or determines that it will fail to meet a Project Completion Date, the Redeveloper shall promptly

provide notice to the Borough stating: (i) the reason for the failure to complete the applicable task; (ii) the Redeveloper's revised schedule for completing such task; (iii) the method or methods by which the Redeveloper proposes to achieve completion of subsequent tasks by the revised completion date(s); and (iv) a request that the Borough extend such Completion Date(s), which request shall not be unreasonably withheld, conditioned or delayed; provided, however, no such notice shall be required for a Minor Delay.

**Section 2.07. Estoppel Certificates.** Within fourteen (14) Days following written request therefore by a Party hereto, the other Party shall issue a signed certificate ("**Estoppel Certificate**") either: (a) stating that this Agreement is in full force and effect and that there is no default or breach under this Agreement (nor any event which, with the passage of time and the giving of notice would result in a default or breach under this Agreement); or (b) stating that a default or breach under the Agreement exists (or an event exists, which, with the passage of time and the giving of notice, would result in a default or breach under this Agreement), and further stating the nature of any such existing default or breach or event. In the event that the Estoppel Certificate discloses such a default, breach, or event, it shall also state the manner in which such default, breach, and/or event may be cured. Should any Holder, purchaser, tenant, or other Person acquire an interest in the Project or Project Area, the Party from whom such interest is acquired shall ensure that the instrument or document evidencing such interest and/or the conveyance/acquisition thereof contains a provision, similar to the contents of this **Section 2.07**, that is binding upon any such Holder, purchaser, tenant, or other Person.

**Section 2.08. Cooperation.** The Parties shall fully cooperate with each other in good faith as necessary to effectuate the completion of the Project and the Project Improvements, including entering into additional agreements that may reasonably be required, provided, however, that such actions and/or agreements shall not result in a material increase or decrease in the Borough's or the Redeveloper's respective obligations hereunder.

**Section 2.09. New Firehouse Parcel; New Firehouse Parcel Parking Spaces; Other New Firehouse Parcel Improvements; and Access and Coordination Regarding Work.**

(a) Prior to the Redeveloper obtaining approval of the Final Site Plan and the Subdivision, the Borough owned a parcel of land, to wit: Block 30, Lot 13, as designated on the Borough's official tax map, which served as the situs for the Borough's Firehouse (Hightstown Engine Company Number 1) (the "**Prior Firehouse Parcel**"). As part of the Subdivision and as depicted on the Filed Subdivision Plat, the Redeveloper caused the Prior Firehouse Parcel to be reconfigured and enlarged by adding a portion of Block 30, Lot 12 and a portion of Block 30, Lot 1 to the Prior Firehouse Parcel, thereby creating a new parcel, comprised of 43,560± square feet or 1.000± acre and designated as Block 30, Lot 13.01 on Borough's official tax map (the "**New Firehouse Parcel**"). In effectuating the foregoing, the Redeveloper conveyed and transferred to the Borough title to the respective portions of Lots 1 and 12 in Block 30 referred to above for the creation of the New Firehouse Parcel.

(b) As part of the approval of the Final Site Plan, the Redeveloper agreed to construct or reconstruct certain surface parking spaces on or in conjunction with the New Firehouse Parcel for use by the Borough (the "**New Firehouse Parcel Parking Spaces**"), which consist of

seventeen (17) parking spaces, eleven (11) of which are situated on the New Firehouse Parcel to the rear of the actual firehouse and six (6) of which (parallel parking spaces) are situated on the Redeveloper's lands (a portion of Block 30, Lot 1.01) in an area immediately adjacent to the northerly property line of the New Firehouse Parcel and next to the southerly façade of the new mixed-use building forming part of the Project. The Redeveloper shall grant and convey to the Borough a license and/or easement to permit perpetual access to and exclusive use of the aforesaid six (6) parallel parking spaces. The location of the New Firehouse Parcel Parking Spaces is depicted on the Final Site Plan (**Exhibit 1-A**) and, in particular, on page 2 of 30 thereof. In addition to the aforementioned seventeen (17) New Firehouse Parcel Parking Spaces, the Redeveloper shall also dedicate and reserve, for the exclusive use of Hightstown Engine Company Number 1, six (6) parking spaces on the ground floor of the parking structure forming part of the Mixed-Use Building to be located adjacent to the northerly property line of the New Firehouse Parcel. The six (6) parking garage spaces are specifically referenced in the Schedule of Tract Requirements for Tract B on page 2 of 30 of the Final Site Plan.

(c) Aside from the New Firehouse Parcel Parking Spaces, the Redeveloper has agreed to construct and install certain other improvements on or associated with the New Firehouse Parcel and/or the existing Hightstown Engine Company Number 1 Firehouse (the "**Firehouse**") including, among other things, the installation of access security and/or control measures at a point at or near where the aforesaid 40-foot wide Access and Utility Easement abuts the property line of the New Firehouse Parcel, as set forth in that certain Grant of Public Access and Utility Agreement entered into, or about to be entered into, between the Redeveloper and the Borough. With respect to each and every improvement to be constructed and/or installed on or in connection with the New Firehouse Parcel or the existing Firehouse, the Borough shall grant to the Redeveloper such rights of access to the New Firehouse Parcel as may be necessary to allow the Redeveloper to construct and install said improvements. The Parties shall cooperate and collaborate, in good faith, with each other in order to minimize interference with the ongoing Firehouse operations. However, the Parties recognize that, during the course of Project site work construction and the construction and installation of the improvements referred to in this **Section 2.09**, some disruption of Firehouse operations is inevitable, including access and parking. The Redeveloper will endeavor to provide, but cannot guarantee the provision of, accommodations for parking associated with the Firehouse during the course of construction.

**Section 2.10. Certain Easements.** The Redeveloper and the Borough acknowledge and affirm that all easements deemed necessary for the development and construction of the Project, as well as those required by the provisions of the Redevelopment Plan, are set forth on the Filed Subdivision Plat and/or the Final Site Plan. However, the Parties consider it appropriate and beneficial to underscore some, but not necessarily all, of those easements as follows:

(a) The Redeveloper and the Borough have, heretofore, entered into a Grant of Public Access and Utility Easement, dated August 5, 2024, recorded on August 30, 2024 in the Mercer County Clerk's Office in Deed Book 6566, Pages 1917-1929.

(b) The Redeveloper and the Borough shall enter into a perpetual and non-exclusive variable width Access and Utility Easement, to be granted by the Borough to the Redeveloper,

extending from Main Street in, over, above, through, and across a part of the New Firehouse Parcel to a point at or near the northwesterly corner of the New Firehouse Parcel, as depicted on the Filed Subdivision Plat. This easement shall be coextensive with the primary access into and out of the New Firehouse Parcel from and to Main Street, and the drive aisle that extends to the rear of the New Firehouse Parcel between the Firehouse and the southerly façade of the Mixed-Use Building forming part of the Project. This Easement is intended to be used by the Redeveloper for the construction, installation, operation, and maintenance of subsurface potable water, sanitary sewer, and stormwater management improvements, and for emergency access (in the event of flooding or other emergency event) from and to the ground floor of the parking structure forming part of the Mixed Use Building to be located adjacent to the New Firehouse Parcel.

(c) The Redeveloper shall secure from CCL Label, Inc. (or other owner of Block 21, Lot 27) a controlled, emergency access easement from Stockton Street into the Project Area for exclusive use by the Firehouse and other emergency vehicles. The form of this deed of easement shall be subject to the reasonable approval of the Borough's Attorney and Engineer.

(d) The Redeveloper shall grant to the Borough sidewalk easements where and to the extent that sidewalks proposed for portions of the Project extend beyond the limits of the dedicated public rights-of-way and encroach into the Project Area.

(e) The Redeveloper and the Borough shall enter into such other easements as are depicted on either the Filed Subdivision Plat or the Final Site Plan, and/or required by the provisions of the Redevelopment Plan.

**Section 2.11. Rocky Brook Greenway Path or Rocky Brook Walkway.**

(a) Subject to NJDEP approval, the Project is expected to include a public walkway along the Rocky Brook ("**Rocky Brook Walkway**"), as depicted in the Final Site Plan. Upon the receipt by the Redeveloper of all Governmental Approvals necessary to construct the Rocky Brook Walkway, the Borough will grant to the Redeveloper, over the New Firehouse Parcel, (i) a temporary easement as may be necessary to allow the Redeveloper to reconstruct the Rocky Brook Walkway in conjunction with the overall development of the Project and (ii) a permanent easement to allow the Redeveloper to permanently maintain the Rocky Brook Walkway. For purposes of clarity, the Redeveloper agrees that it will permanently maintain the Rocky Brook Walkway.

(b) As required by the Site Plan Approval Resolution, the Redeveloper agrees to construct and/or install the following improvements to the Rocky Brook Park in connection with the construction of Component 2:

- (i) Approximately 820 LF of Concrete Curb (6" x 8" x 18") in or about the Rocky Brook Park.
- (ii) Approximately 2,260 SY of Dense Graded Aggregate (4" thick) for or in conjunction with the Rocky Brook Park.
- (iii) Approximately 2,260 SY of Bit. Stab. Base Course (3" thick) of Pavement for or in conjunction with the Rocky Brook Park.



- (iv) Approximately 2,260 SY of F.A.B.C. Surface Course (1-1/2" thick) of Pavement for or in conjunction with the Rocky Brook Park.
- (v) Six (6) 10' Picnic Tables for Rocky Brook Park.
- (vi) Six (6) 6' Benches for Rocky Brook Park.

**Section 2.12. Developer's Construction Agreement.** The Parties agree to act in good faith to negotiate and execute a Developer's Construction Agreement (the "**Developer's Construction Agreement**") in connection with the Final Site Plan Approval to address issues customarily memorialized in such agreements. Such Developer's Construction Agreement shall be executed prior to Redeveloper's Commencement of Construction of any Component of the Project.

### **ARTICLE III** **REDEVELOPER AND BOROUGH OBLIGATIONS**

**Section 3.01. Redeveloper's Financial Commitment.** The Redeveloper represents that it has the capability of obtaining all requisite debt and equity financing in an amount sufficient to complete the Remediation and the Project Improvements in the manner contemplated under this Agreement.

**Section 3.02. Project Costs.** All costs of implementing and completing the Project including, but not limited to, the cost of obtaining Governmental Approvals, the costs of acquiring the Project Area, all Remediation Costs, the cost of designing and constructing all Project Improvements, all financing costs, all leasing costs for the Project Improvements, and all Borough Costs shall be borne by the Redeveloper ("**Project Costs**"). The Borough shall not be responsible for any costs associated with the Project unless as otherwise expressly set forth in this Agreement.

**Section 3.03. Borough Costs.** The Redeveloper agrees to reimburse the Borough for all reasonable, necessary out-of-pocket fees and costs for outside professional consultants engaged by the Borough, such as attorneys, technical consultants, planners, engineers, financial consultants and appraisers, and any other costs related to the Project or this Agreement ("**Borough Costs**"). The Borough shall promptly provide invoices to the Redeveloper detailing the amount and basis for the Borough Costs. In the event of a dispute over the Redeveloper's obligation to pay one or more invoices, the Parties shall attempt to resolve the same in good faith. As of the Effective Date, the Borough is holding \$[INSERT CURRENT AMOUNT] in funds from the Redeveloper in an interest-bearing escrow account ("**Escrow Account**"), initially established at the amount of Twenty-Five Thousand Dollars (\$25,000.00), pursuant to the Interim Costs Agreement. The Borough shall use funds held in this Escrow Account to pay the Borough Costs in accordance with the terms and provisions of this **Section 3.03**. Prior to the Borough's withdrawal of funds from the Escrow Account for the payment of Borough Costs, the Borough shall provide the Redeveloper with a copy of each invoice reflecting the Borough Costs to be paid. If the Redeveloper does not dispute an invoice within ten (10) Days of its receipt of an invoice, the Borough shall have the right to withdraw funds from the Escrow Account to pay the invoice. In the event that the Redeveloper disputes an invoice, the Borough shall not withdraw any funds from the Escrow Account until and unless the Parties have amicably resolved the dispute. At any time that the

Escrow Account is drawn down to or below the amount of Ten Thousand Dollars (\$10,000.00), then the Redeveloper, upon the Borough's written request, shall, within thirty (30) Days thereafter, provide to the Borough, for deposit in the Escrow Account, funds sufficient to replenish the Escrow Account to the amount of Twenty-Five Thousand Dollars (\$25,000.00) for use under the terms and provisions of this **Section 3.03**, unless such time period shall be extended for good reason by the Borough in its reasonable discretion. The Redeveloper shall have the right to request a decrease in the balance required on the Escrow Account as the Project progresses, which request may be granted in the Borough's sole discretion. In the event this Agreement expires or is lawfully terminated, then promptly, and in any event no later than thirty (30) Days following such expiration or termination, all funds and accrued interest in the Escrow Account shall be returned to the Redeveloper following the payment from the Escrow Account of the undisputed Borough Costs incurred up to the time of said expiration or termination.

**Section 3.04. Financial Agreement.** (a) The Redeveloper has formed Bank Street Village Urban Renewal, LLC, an affiliated duly-qualified urban renewal entity ("**URE**") pursuant to Applicable Laws, which URE has been approved by the New Jersey Department of Community Affairs on June 10, 2010. The Redeveloper has submitted a Governmental Application to the Borough under the Long Term Tax Exemption Law ("**LTTE**") for approval of an agreement for tax exemption and payments in lieu of taxes (the "**Financial Agreement**"), provided the Project qualifies for the same under the provisions of the LTTE. The Borough acknowledges and agrees that a Financial Agreement may benefit the Redeveloper and the Borough. The Borough and the URE have negotiated the Financial Agreement in good faith on terms reasonably acceptable to the Borough and the Redeveloper and consistent with the terms, content, and conditions of the Purchase and Sale Agreement between the Borough and the Redeveloper, executed on December 20, 2023 and December 21, 2023. The Parties shall execute the Financial Agreement which shall be dated and made effective on the Effective Date.

(b) The Borough shall grant the Redeveloper a credit in the amount of \$854,000.00 (the "**Annual Service Charge Credit**") to be applied against the Annual Service Charges payable by the Redeveloper pursuant to the Financial Agreement. The terms and conditions pertaining to the Annual Service Charge Credit are set forth in greater detail in the Financial Agreement.

**Section 3.05. Affordable Housing Fee.** The Redeveloper shall pay to the Borough an Affordable Housing Fee in the amount of One Thousand Dollars (\$1,000.00) per Completed residential unit for a maximum aggregate Affordable Housing Fee in the amount of Three Hundred Eighty-Six Thousand Dollars (\$386,000.00) (or in the event that the Redeveloper elects to construct hotel units as part of Component 2, the amount of Three Hundred Ninety-Two Dollars (\$392,000.00) based on the increase in units from 386 to 392). A pro-rata portion of the Affordable Housing Fee shall be due and payable as a condition precedent to the issuance of a Certificate of Completion for any Component of the Project (or sub-Component thereof upon the request of a Certificate of Occupancy for the same) based on the number of residential units constituting such Component or sub-Component.

**Section 3.06. Parks and Recreation Fee.** The Redeveloper shall pay to the Borough a one-time fee, in the amount of Fifty Thousand Dollars (\$50,000.00), for use in connection with



Borough parks and recreation purposes, due no later than the issuance, by the Borough, of the 150<sup>th</sup> Certificate of Occupancy for residential units in the Project.

#### **ARTICLE IV** **ENVIRONMENTAL MATTERS**

**Section 4.01. Existing Environmental Conditions.** The Redeveloper represents to the Borough that the following environmental investigations and/or assessments have previously been performed on behalf of the Redeveloper with respect to portions of the Project Area:

(a) That certain Phase I Environmental Site Assessment Report, File No. T2188.0006, dated April 1, 2020, which was prepared by Trident Environmental with respect to Block 21, Lots 1-14 and 26; Block 30, Lots 1-7; and Block 8, Lot 12 (the “**2020 Initial Phase I Report**”).

(b) That certain REC Assessment Letter (supplementing the 2020 Phase I Report), dated April 2, 2020, which was prepared by Trident Environmental (the “**2020 Phase I Supplemental Report**” and, together with the 2020 Initial Phase I Report, the “**2020 Phase I Report**”).

(c) That certain Phase I Environmental Site Assessment Report, File No. T2188.0008, dated December 23, 2022, which was prepared by Trident Environmental with respect to Block 21, Lot 20; and Block 30, Lots 10, 11, and 12 (the “**2022 Phase I Report**”).

(d) That certain Limited Phase II Investigation Letter (supplementing the 2022 Phase I Report), dated February 24, 2023, which was prepared by Trident Environmental with respect to Block 21, Lot 20; and Block 30, Lots 10, 11, and 12 (the “**2023 Phase II Report**” and, together with the 2020 Phase I Report and the 2022 Phase I Report, collectively the “**Trident Reports**”).

It is hereby acknowledged by the Redeveloper that the Borough has not reviewed the Trident Reports and that the Borough expresses no opinion with respect thereto. The Redeveloper further represents to the Borough that the Trident Reports disclose that portions of the Project Area continue to be impacted by recognized environmental conditions (“**RECs**”), as follows:

(i) Groundwater contamination resulting from chlorinated solvent continues to persist, which requires ongoing monitoring and assessment. The aforementioned groundwater contamination presents the potential for vapor intrusion. Additional groundwater contamination resulting from per- and polyfluoroalkyl (“**PFAS**”) impacts may affect the Project Area. In connection with the foregoing, the Redeveloper further represents to the Borough that: (A) NJDEP determined that the responsible remediating party for the RECs referred to in this **Section 4.01(i)** is Signify North American Corporation (successor-in-interest to North American Phillips Lighting Company, a/k/a Phillips Lighting Company) (hereinafter “**Signify**”); (B) NJDEP assigned Site Remediation Program Interest (PI) Number 012196, and Case Tracking

Numbers LSR120001 and E88743 to the aforesaid RECs (the “**Signify Case**”); and (C) Signify has retained Patrick G. Nocera, P.E. (LSRP ID Number 585046) of Arecon Ltd. as the Licensed Site Remediation Professional (“**Signify LSRP**”) to conduct the investigation, remediation, and monitoring of the Signify Case. The Redeveloper also represents to the Borough that, notwithstanding Signify’s responsibility with respect to the Signify Case, the Redeveloper will be responsible for implementing any required vapor intrusion mitigation measures in connection with the Project Improvements.

(ii) Historic fill materials were identified in certain portions of the Project Area. As an engineering control prior to the construction and development of the Project, the Redeveloper agrees to install and maintain a perimeter fence around those portions of the Project Area impacted by historic fill. In connection with and upon the development of the Project, the historic fill areas will be capped by the Redeveloper in consultation with Signify and the Signify LSRP. The areas of capping within the Project Area will consist of clean fill, asphalt, concrete, or a combination of those materials.

(iii) With respect to the parcels of real property comprising part of the Project Area that were previously owned by the Borough and acquired by the Redeveloper (to wit, Block 21, Lot 20 and Block 30, Lots 10 and 11, and a portion of Lot 12) (collectively, the “**Former Borough Parcels**”), the Trident Reports disclosed certain RECs, consisting of: (A) Case No. 07-12-03-1046-41, former gasoline underground storage tanks; (B) suspected former storage tanks; (C) waste oil disposal area; (D) floor drain system in and about the garage; and (E) historic fill. The Redeveloper irrevocably and unconditionally released and indemnified the Borough with respect to all environmental conditions, claims, and liability with respect to the Former Borough Parcels (with the Redeveloper assuming full responsibility for all environmental investigation, assessment, monitoring, and remediation), subject to the sole exception of any event first occurring after December 21, 2023, which is caused by and/or attributable to the Borough or its respective officers, employees, administrators, agents, and/or, successors and assigns.

(iv) All other RECs or Areas of Concern previously impacting the Project Area have heretofore received No Further Action determinations from NJDEP.

The Borough has not independently verified the existence or disposition of any of the aforementioned RECs or confirmed the representations of the Redeveloper.

#### **Section 4.02. Environmental Compliance in General.**

(a) Subject to the “Limited Remediation Exceptions” (hereinafter defined), the Redeveloper expressly agrees to assume, and hereby specifically assumes, at its sole cost and expense, full responsibility for the investigation, delineation and Remediation of all environmental conditions (if any) required by applicable Environmental Laws (“**Environmental Conditions**”), whether known or unknown, on, under or migrating from the Project Area, or otherwise attributable to the Project, including, without limitation, soil analyses, site investigations and other environmental evaluations necessary to determine the condition of

the soils and subsurface conditions, including the groundwater, and the presence of Hazardous Substances, and the Redeveloper shall bear all costs for such investigation and Remediation of the Project Area. The Redeveloper also agrees that it shall use diligent efforts to obtain all Remediation Permits required for the Remediation of the Project Area. The foregoing notwithstanding, the Redeveloper shall not be responsible for the investigation, delineation and/or Remediation of the following Environmental Conditions (the “**Limited Remediation Exceptions**”):

(i) Any Environmental Condition(s) for or with respect to which NJDEP designates, or has designated, a responsible Remediation party, including, but not necessarily limited to, Signify and the Signify LSRP regarding the Signify Case; and

(ii) Any Environmental Conditions resulting from any event first occurring after December 21, 2023, which is caused by and/or attributable to the Borough or its respective officers, employees, administrators, agents, and/or successors and assigns.

The obligations of the Redeveloper set forth in this **Section 4.02(a)** shall **not** preclude or prevent the Redeveloper from pursuing indemnification, reimbursement, and/or contribution from third parties, who may be responsible for Environmental Conditions within the Project Area.

(b) To the extent any new Environmental Condition is identified during the construction of the Project, and provided that any such Environmental Condition is not encompassed by the Limited Remediation Exceptions set forth in **Subsections 4.02(a)(i) and (ii)**, the Redeveloper agrees to undertake the Remediation of such Environmental Condition in accordance with Applicable Laws. The Redeveloper retains the right to seek indemnification, reimbursement, and/or contribution from third parties, who may be responsible for any such Environmental Condition.

**Section 4.03. Remediation Construction.** Subject to the Limited Remediation Exceptions and subject to the Redeveloper’s rights for indemnification, reimbursement, and/or contribution from responsible third parties, as set forth above:

(a) The Redeveloper shall, at its sole cost and expense (i) diligently prosecute and obtain all Remediation Permits, and (ii) Remediate the Project Area, in each case as required in accordance with the terms of this Agreement and the Remediation Permits.

(b) The Redeveloper shall be responsible for ensuring that the use, operation, and maintenance of the necessary remedial systems required for the Remediation and Project Area Improvements, if any, are in accordance with: (i) all Applicable Laws; and (ii) the Remediation Permits, which may include institutional and engineering controls, whether imposed before or after approval of the Final Site Plan for the Project for so long as such requirements shall be in effect.

(c) The Borough assumes no responsibility for the Remediation or the use, operation, and maintenance of the necessary remedial systems and improvements or the

maintenance of such systems at the Project Area, except as set forth in **Section 4.02(a)** or **(b)** of this Agreement.

(d) The Redeveloper shall take no action to require the Borough or the Borough Indemnified Parties to undertake any part of the Remediation, or to initiate any action against any property owner in the Redevelopment Area, except: (i) to the extent that such property owner qualifies as a responsible party under the Environmental Laws; (ii) if such Remediation is required in accordance with Applicable Laws or due to Environmental Conditions caused by and/or attributable to the Borough or any Borough Indemnified Parties, and/or their respective successors and assigns; or (iii) as otherwise provided in this Agreement.

**Section 4.04. Conformity with Remediation Permits.** Subject to the Limited Remediation Exceptions, and subject to the Redeveloper's rights for indemnification, reimbursement, and/or contribution from responsible third parties, the Redeveloper shall (at its sole cost and expense) undertake such technical and other studies and shall prepare and file any applications required for the receipt of the Remediation Permits.

**Section 4.05. Environmental Escrow, Bonds and Insurance.**

(a) Subject to the Limited Remediation Exceptions, and subject to the Redeveloper's right to seek indemnification, reimbursement, and/or contribution from responsible third parties, the Redeveloper agrees that it will fund any escrow account for expenditures that the NJDEP or other Governmental Authority having jurisdiction over the Remediation (if any) may reasonably require under any Applicable Law.

(b) In the event that any Governmental Authority or Holder requires the Redeveloper to obtain an environmental insurance policy, the Borough shall be named as an additional beneficiary on such policy, as its interest may appear.

**Section 4.06. Redeveloper Indemnification of Borough.** Without limitation on any obligation to defend and indemnify under this **Article IV**, and without limitation as to any such obligation, which the Redeveloper may have as a matter of law, the Redeveloper shall, expressly subject to and except for the Limited Remediation Exceptions, and except for Environmental Conditions caused by and/or attributable to the Borough or any Borough Indemnified Parties, and/or their respective successors and assigns, first occurring after December 21, 2023, and subject to the Redeveloper's right to seek indemnification, reimbursement, and/or contribution from responsible third parties, as set forth in other Sections of this **Article IV**, indemnify, defend, release, and hold the Borough and the Borough Indemnified Parties harmless against: (a) all claims or alleged claims and response costs, fines and penalties (including claims for injunctive relief relating to the abatement of a nuisance) against the Borough and the Borough Indemnified Parties or the Redeveloper by any Governmental Authority or third party, which concern (i) the presence of Hazardous Materials on or within the Project Area or (ii) the discharge of Hazardous Materials in excess of any limitations provided by Applicable Law, and, in each case, only to the extent such discovery or discharge of Hazardous Materials occurs after the Effective Date; and (b) all claims or alleged claims of bodily injury or property damage

asserted against the Borough and the Borough Indemnified Parties by third parties, which are related to (1) the presence of Hazardous Materials on or within the Project Area, or (2) the discharge of Hazardous Materials in excess of any limitations provided by Applicable Law, and, in each case, only to the extent such discovery or discharge of Hazardous Materials occurs after the Effective Date. This indemnity shall survive the termination of this Agreement.

**Section 4.07. Environmental Reports.** The Redeveloper and/or any LSRP engaged by the Redeveloper shall provide to the Borough a copy of all reports, test results, sampling results, studies, soil logs, analyses, plans, permits, approvals, applications, and other documents prepared by or on behalf of, or obtained by the Redeveloper related to the Project Area, or any portion thereof. The Redeveloper's obligations under this **Section 4.07** shall survive the termination of this Agreement.

## **ARTICLE V**

### **APPLICATIONS FOR GOVERNMENTAL APPROVALS**

**Section 5.01. Approved Final Site Plan.** A true copy of the Final Site Plan is attached hereto as **Exhibit 1-A**.

### **Section 5.02. Other Governmental Approvals, Construction Plan Review and Commencement of Construction.**

(a) The Redeveloper shall file for and pursue all remaining Governmental Approvals, if any, required for the Project from any Governmental Agency having jurisdiction over the Project, including, but not limited to, NJDEP. Attached hereto as **Exhibit 4** is a list of the anticipated Governmental Approvals required to construct the Project. The Borough and the Redeveloper acknowledge and agree that (i) this list may not be entirely accurate, (ii) there may be Governmental Approvals not listed on **Exhibit 4** that the Redeveloper may need to obtain to construct the Project, and (iii) there may be Governmental Approvals listed on **Exhibit 4** that Redeveloper does not need to obtain to construct the Project.

(b) Upon receipt of all Governmental Approvals, except for building permits, for the Project, the Redeveloper will prepare construction plans for the Project, as well as an application, together with supporting materials, if necessary, for approval of the construction plans. The respective timing for the Redeveloper's submission of Governmental Applications and obtaining Governmental Approvals shall be approximately in accordance with the estimated dates set forth in the Project Schedule in **Exhibit 3**.

(c) To expedite the Commencement of Construction of the Project, the Borough will use diligent efforts to have the Borough's Engineering, Building, and Construction Departments review the Redeveloper's construction plans for compliance with all Applicable Laws within thirty (30) Days of the submittal of same, if reasonably possible, or of any re-submittal based on Borough comments; provided, however, that the Redeveloper agrees to submit a reasonable amount of documents in connection with such reviews. The Redeveloper may not Commence Construction of any particular aspect of the Project until such time as the Redeveloper has satisfied all pre-

construction requirements applicable to any such particular aspect, as prescribed by Applicable Laws.

(d) The Project Area or any portion(s) thereof may require Remediation for currently undefined and/or undetermined Environmental Conditions. The Parties agree that any Remediation will be time-consuming and will involve many of the same steps the Redeveloper must take for site preparation and the construction of building foundations. To proceed with all of these related activities in as economical and efficient manner as possible, the Borough will use diligent efforts to have the Borough's staff and consultants promptly authorize any local Governmental Approvals required by the Redeveloper to commence any required Remediation.

**Section 5.03. Intentionally Omitted.**

**Section 5.04. Project Modifications.** The Redeveloper hereby acknowledges and agrees that the Project shall be developed and constructed in accordance with the Final Site Plan, the Filed Subdivision Plat, all other Government Approvals, Applicable Laws, and the applicable provisions of the Redevelopment Plan. The Redeveloper may not modify, alter or amend the approved Final Site Plan at any time without the express prior written approval of the Borough and the Planning Board, which respective approvals shall not be unreasonably withheld, conditioned, or delayed, subject to the provisions of the Applicable Laws; provided, however, that the Redeveloper may make those modifications, alterations, and amendments to the Final Site Plan and/or construction plans necessitated by field conditions and technical considerations, as the case may be, that are "minor" in nature ("**Minor Changes**"). Minor Changes shall be deemed to include field changes approved by the Borough Engineer or construction code official or applicable subcode official, consistent with the manner in which such field changes may typically be approved in the Borough. The Borough reserves the right to contest any material modifications that may potentially arise in the course of the construction of the Project.

**Section 5.05. Dedication of Public Improvements and ROWs.** The Final Site Plan shows, if applicable, the dedication and conveyance of certain public rights-of-way and certain Public Improvements that are to be dedicated to the Borough or other Governmental Authorities. The Redeveloper is obligated to dedicate and convey to the Borough or other Governmental Authority such rights-of-way, if any, and other Public Improvements, and this Agreement shall serve as the Borough's consent to such dedications and conveyances, unless otherwise required by Applicable Law.

**Section 5.06. Effect of Review of Plans.** The Borough makes no representation or warranty, expressed, implied, or otherwise, as to the fitness, condition or durability of the Project, the Project Improvements or the Property, or the suitability of the Project, the Project Improvements or the Property for any particular purpose based upon the Borough's review of any Project plans. At all times, however, the Redeveloper shall use its judgment as to the accuracy and quality of all such Project plans and related documents, Work and other matters.

**Section 5.07. Submission of Construction Plans.** Within nine (9) months of receiving all Governmental Approvals, the Redeveloper shall, at its sole cost and expense, cause to be



prepared and submitted to the Construction Official of the Borough construction plans for the initial Component of the Project, which shall be in compliance with the Final Site Plan, in a form sufficient for the Construction Official to issue a building permit or other permit necessary for the Redeveloper to Commence Construction.

**Section 5.08. Borough Cooperation.** To the extent reasonably requested by the Redeveloper and, to the extent permitted by Applicable Law (and without violating its obligations as a Governmental Authority having competent jurisdiction over the Project), the Borough shall provide support and assistance to the Redeveloper in facilitating the prompt and timely review of all plans, issuance of all permits, requests for inspections, and the conduct of such inspections through the appropriate Borough board, body, or department, including the Planning Board, as applicable.

## **ARTICLE VI**

### **GENERAL CONSTRUCTION REQUIREMENTS**

**Section 6.01. Scope of Undertaking.** The Redeveloper shall, at its sole cost and expense, undertake the services and responsibilities required to be undertaken or performed with respect to the Project. Such services and responsibilities include, without limitation, all aspects of the design, development, construction, and operation of the Project including (a) all design, engineering, permitting, and administrative aspects related thereto, and (b) the performance of or contracting for and administration and supervision of all physical work required in connection with the Project, and (c) arrangement for interim and final inspections and any other actions required to satisfy the requirements of all applicable Governmental Approvals (all of the foregoing undertakings and the work product thereof being referred to collectively herein as the “**Work**”), (d) the administration, operation, and management, or contracting for the administration, operation, and management of the Project, and (e) all aspects of the funding of the Project, including equity funding and construction, interim, and permanent financing.

**Section 6.02. Standards of Construction.** Without limitation, all Work shall be performed by well-trained, adequately supervised workers, in a good and workmanlike manner, with the standard of materials required under the applicable Governmental Approvals, including without limitation, the Remediation Permits, as applicable. All Work shall be performed in accordance with (to the extent applicable) the International Building Code, N.J.A.C. 5:23-1 et seq., or other Applicable Laws, based on height and area, unless another class is specifically approved in writing by the Planning Board.

**Section 6.03. Neighborhood Impacts.** The Redeveloper acknowledges that the construction of the Project will have certain impacts on the neighborhoods in the vicinity of the Project. The Redeveloper shall take all steps that are reasonably necessary to minimize any potential negative effects that the construction of the Project may produce, including, without limitation, dust, debris, fire, and noise.

**Section 6.04. Existence of Utilities.** The Redeveloper acknowledges that utility providers may have certain rights with respect to the Project Area and may own or control certain

utilities, improvements, or easements, including any tracks, pipes, mains, conduits, cables, wires, towers, poles, and other equipment and appliances related thereto and located therein (collectively, “**Utility Facilities**”). To the extent required under the Final Site Plan and/or the Filed Subdivision Plat, the Redeveloper agrees that it will undertake the appropriate measures to negotiate with, acquire, relocate, or otherwise address the existence of such Utility Facilities, in order to complete the Project as provided by this Agreement, provided that, the Borough, upon the specific request of the Redeveloper, shall provide any appropriate order or other actions to accomplish such acquisition or relocation, if reasonably possible, and that any costs incurred by the Borough in connection with same shall be deemed a Borough Cost. The Redeveloper shall use the services of “Call Before You Dig,” or a similar well-recognized service provider that identifies the location of all Utility Facilities within the Project Area, provided, however, that the Redeveloper obtains prior written consent from all utility providers before engaging a service provider other than “Call Before You Dig”, and takes all other precautions to prevent personal injury, property damage, and other liabilities related to the Utility Facilities, located at or under the Project Area.

**Section 6.05. Intentionally Omitted.**

**Section 6.06. Compliance with Governmental Approvals.** The Project shall be constructed substantially in the manner and at the locations shown and described (a) in the Final Site Plan; (b) the Governmental Approvals (including the Site Plan Approval), and (c) all other approved plans and specifications related to the development of the Project (subject to Minor Changes).

**ARTICLE VII  
PROJECT OVERSIGHT**

**Section 7.01. Progress Meetings.** The Parties agree to attend and participate in bi-annual progress meetings (“**Progress Meetings**”) to report on the status of the Project Improvements and to review the progress under the Project Schedule. The agenda for the Progress Meetings shall include, but not be limited to, a status report regarding Governmental Approval submissions and Governmental Approvals, financing commitments, construction of the Project Improvements, compliance with the Final Site Plan and the Redevelopment Plan, and activities concerning marketing, sales, and leasing, as applicable, depending upon the particular stage of development. At the Progress Meetings, the Borough will evaluate this information to determine compliance with the terms and conditions of this Agreement, the applicable provisions of the Redevelopment Plan, the Final Site Plan, the Project Schedule, and all Applicable Laws.

**Section 7.02. Progress Reports.** The Redeveloper shall submit to the Borough a detailed quarterly written progress report (“**Progress Report**”) which shall include a description of all Work completed, the Work scheduled to be undertaken prior to the next quarterly Progress Report, the status of all Governmental Approvals, an explanation of such Work, if any, which is experiencing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other Work and completion dates in the Project Schedule, and an explanation of corrective action taken or proposed. The written Progress Report shall also contain the most current Estoppel Certificate, if such an Estoppel Certificate was requested at least



fourteen (14) Days prior to the submission of the Progress Report. The first Progress Report shall be due at the first Progress Meeting and each additional Progress Report shall be due on a quarterly basis thereafter.

## **ARTICLE VIII**

**[RESERVED]**

## **ARTICLE IX** **CERTIFICATES OF OCCUPANCY AND COMPLETION**

**Section 9.01. Certificate of Occupancy.** Upon Completion of the construction of any building(s) or unit(s) that are included as part of the Project Improvements, the Redeveloper shall apply to the appropriate Governmental Agency for a Certificate of Occupancy for that building or unit, as applicable. The Redeveloper shall take all actions required for the issuance of a Certificate of Occupancy, and the Borough shall promptly process any Governmental Applications for same.

**Section 9.02. Certificate of Completion.** The Completion of the Project Improvements, or a Component or sub-Component thereof, including, but limited to, a building or unit, as applicable, shall be evidenced by a certificate of the Borough in recordable form (“**Certificate of Completion**”) accepting the terms of a certification of the Redeveloper stating that: (a) the Project Improvements, or applicable Component or sub-Component thereof, have been Completed (excluding any normal and customary tenant improvements) in accordance with the approved Site Plan and all labor, services, materials and supplies used in connection therewith have been paid for or adequate security has been posted in connection therewith; (b) other facilities necessary to achieve Completion and commence occupancy of the Project Improvements, or Component or sub-Component thereof, have been acquired, constructed or improved in accordance with the approved Site Plan and all costs and expenses incurred in connection therewith have been paid or adequate security otherwise posted; and (c) a Certificate of Occupancy, if required, and any other permissions required, if any, by Governmental Authorities for the occupancy and use of any Component or sub-Component of the Project Improvements, as applicable, for the purposes contemplated by this Agreement have been obtained. The Borough shall not unreasonably withhold or delay the delivery of a Certificate of Completion. If the Borough determines that the Redeveloper is not entitled to a Certificate of Completion, the Borough shall, at the written request of the Redeveloper, within thirty (30) Days of receipt of the written request, provide the Redeveloper with a written statement of the reasons the Borough refused or failed to furnish a Certificate of Completion.

**Section 9.03. Effect of Certificate of Completion.** The Certificate of Completion shall constitute a recordable determination of the satisfaction and termination of the conditions, terms, covenants, and restrictions contained in this Agreement with respect to the Redeveloper’s obligation to construct the Project, or a Component or sub-Component thereof, as applicable. Upon issuance of a Certificate of Completion for the Project, or a Component or sub-Component thereof, the conditions determined to exist at the time the Project Area, or Component thereof, was determined to be “an area in need of redevelopment” shall be deemed to no longer exist with

respect to the Completed Component of the Project, and such Completed Component of the Project, Project Area, and the Project Improvements shall no longer be subject to eminent domain as a result of those determinations and the conditions and requirements of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect to the Project Improvements so Completed. If a Certificate of Completion is issued for less than all of the Project Area, Project, or Project Improvements, then the balance of the Project Area shall continue to be within a redevelopment area and subject to the Redevelopment Plan. Granting of the Certificate of Completion releases all Parties of their rights and obligations under this Agreement as to the Project Area, Project, or Project Improvements, or a Component or sub-Component thereof for which the Certificate of Completion is issued.

**Section 9.04. Additional Inspectors.** At the Redeveloper's request, the Borough will seek to timely retain the services of qualified code and sub-code inspectors to carry out inspections of the Project and Project Improvements, or portion(s) thereof, during their construction. The cost of such additional inspections shall be deemed Borough Costs.

## **ARTICLE X**

### **REPRESENTATIONS AND WARRANTIES; REDEVELOPER COVENANTS**

**Section 10.01. Representations and Warranties by the Redeveloper.** In addition to, but not limited by, any and all other representations and warranties of the Redeveloper contained in this Agreement, the Redeveloper hereby represents and warrants the following to the Borough for the purpose of inducing the Borough to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date:

(a) The Redeveloper is a duly organized and validly existing legal entity under the laws of the State of New Jersey, is authorized to do business in the State of New Jersey and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Agreement.

(b) The Redeveloper has the legal power, right, and authority to enter into this Agreement and the instruments and documents referenced herein to which the Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations under this Agreement.

(c) This Agreement has been duly authorized, executed, and delivered by the Redeveloper and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and delivery thereof shall not constitute a default under, or violate the terms of, any indenture, agreement, or other instrument to which the Redeveloper is a party.

(d) No receiver, liquidator, custodian, or trustee of the Redeveloper shall have been appointed, and no petition to reorganize the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed.

(e) No adjudication of bankruptcy of the Redeveloper, or a filing for voluntary

bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper, shall have occurred or been filed.

(f) No indictment has been returned against any partner, member, or officer of the Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Agreement or otherwise.

(g) There is no pending or, to the best of the Redeveloper's knowledge, threatened litigation that would prevent the Redeveloper from performing its duties and obligations hereunder.

(h) There are no suits, other proceedings, or investigations pending or, to the best of the Redeveloper's knowledge, threatened against the Redeveloper that would have a material adverse effect on the financial condition of the Redeveloper.

(i) All materials and documentation submitted by the Redeveloper and its agents to the Borough and its agents are, and were at the time of such submission, materially accurate, and the Redeveloper shall continue to inform the Borough of any material and adverse changes in the documentation submitted. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the Borough to enter into this Agreement.

(j) The Redeveloper is financially and technically capable of developing, designing, financing, and constructing the Project Improvements.

(k) The Redeveloper agrees that the cost and financing of the Project is the responsibility of the Redeveloper.

(l) The Redeveloper shall, at such times as the Borough may request, furnish the Borough with a complete statement, subscribed and sworn to by a partner, member, or officer of the Redeveloper, setting forth all of the ownership and equity interests of and in the Redeveloper, and the extent of their respective holdings, and, in the event any other Persons have a beneficial interest in the Redeveloper, their names and the extent of such interest.

#### **Section 10.02. Mutual Representations.**

(a) The Borough and the Redeveloper agree that the Project shall be governed by this Agreement.

(b) In the event that any contractual provisions that are required by Applicable Law have been omitted, then the Borough and the Redeveloper agree that this Agreement shall be deemed to incorporate all such clauses by reference, and such requirements shall become a part of this Agreement. If such incorporation occurs and results in a change in the obligations or benefits of either or both of the Parties, the Borough and the Redeveloper agree to act in good faith to mitigate any material adverse effect caused by such changes in position.

**Section 10.03. Redeveloper Covenants.** In addition to, but not limited by, any and all other covenants and agreements of the Redeveloper contained in this Agreement, the Redeveloper hereby covenants and agrees to the following for the purpose of inducing the Borough to enter into this Agreement and to consummate the transactions contemplated hereby (collectively, “**Redeveloper Covenants**”):

(a) The Redeveloper shall, subject to Minor Delays, Tolling Events, and Uncontrollable Circumstances, act promptly and in good faith to obtain all Government Approvals necessary for the construction and development of the Project and Project Improvements. The Redeveloper shall construct, improve, operate, and maintain the Project Improvements in compliance with all Governmental Approvals, and Applicable Laws, including, but not limited to, such zoning (Redevelopment Plan), sanitary, pollution, and other environmental safety ordinances, laws, and such rules and regulations thereunder as shall be binding upon the Redeveloper. The Redeveloper agrees to construct and maintain the Project Improvements in compliance with all applicable State and Federal environmental statutes and regulations.

(b) The Redeveloper shall, subject to Minor Delays, Tolling Events, and Uncontrollable Circumstances, (i) act in good faith to obtain timely financing for the development and construction of the Project and Project Improvements and (ii) prosecute each item of Work in accordance with the provisions of this Agreement, including, but not limited to, the provisions of **Section 2.06** pertaining to the Project Schedule, the other provisions of **Article II**, and the provisions of **Article V** hereof. All activities performed under this Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by reputable developers of developments similar to the character, scope, and composition of the Project Improvements.

(c) The Redeveloper shall construct the Project Improvements in accordance with this Agreement and all Applicable Laws. In the event that the Redeveloper wishes to change or modify the Project Improvements (other than Minor Changes) (a “**Change in Plans**”), notwithstanding the fact that such change or modification is authorized by the Redevelopment Plan, such changes or modifications must, in all circumstances, comply with **Article V** hereof and, in particular, the provisions of **Section 5.04**. The Redeveloper acknowledges that the Borough has relied on its rights to review and approve any and all Change in Plans pertaining to the Final Site Plan, in entering into its obligations under this Agreement.

(d) The Redeveloper shall complete the Project Improvements or cause the same to be completed, in accordance with the provisions of **Section 2.06**, pertaining to the Project Schedule, and other relevant provisions of this Agreement, at its sole cost and expense.

(e) Upon completion of the development and construction of the Project Improvements, the Redeveloper shall proceed in good faith to obtain all Certificates of Occupancy and any other Governmental Approvals, if any, required to authorize and permit the occupancy and uses of the Project Improvements, or a Component or sub-Component thereof, for the purposes contemplated hereby.

(f) The Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference, or gender in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Project Improvements, nor shall the Redeveloper itself, or any Person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Project Improvements. The provisions of this **Section 10.03(f)** shall survive termination of this Agreement.

(g) [Intentionally omitted].

(h) The Redeveloper shall not suspend or discontinue the performance of its obligations under this Agreement for any reason (other than due to Minor Delays, Tolling Events, and/or Uncontrollable Circumstances or in any manner otherwise expressly provided for herein).

(i) The Redeveloper shall immediately notify the Borough of any material change in its financial condition compared with the information previously provided to the Borough by the Redeveloper, indicating the Redeveloper's financial capability to develop, finance, and construct the Project Improvements.

(j) The Redeveloper shall not use the Project Area, Project Improvements, or any part thereof, for which a Certificate of Completion has not been issued, in a manner that is inconsistent with this Agreement and Applicable Laws.

(k) The Redeveloper shall not use the Project Area, Project Improvements, or any part thereof, for which a Certificate of Completion has not been issued, as collateral for an unrelated transaction.

(l) The Redeveloper shall timely pay and discharge all taxes, assessments, and other levies imposed upon it, the Project Area, and/or the Project Improvements, or any other of its property located within the Borough, before the same shall become in default.

(m) The Redeveloper hereby expressly, knowingly, voluntarily, and irrevocably waives and relinquishes, to the fullest extent permitted by Applicable Law, any and all statutory, contractual, common law or other claim, right or claim, action, or cause of action it may otherwise have, at law, in equity, or otherwise, to challenge, assert, pursue, institute, enforce, bring suit or any other legal action, or cause of action, dispute, contest, object, appeal, or otherwise use as a defense, in any and all legal, administrative, judicial, or other proceedings, suits, actions or causes of action, in any court, tribunal, or administrative hearing, or otherwise, including without limitation, any condemnation proceeding, or before any Governmental Authority, or arbitration board or panel, or otherwise, with respect to any and all of the following: (i) the determination, decision, finding, conclusion, or action, official or otherwise, by the Borough that the Project Area is an area in need of redevelopment pursuant to, and in accordance with, the Redevelopment Law, (ii) that the Project Area is properly, appropriately, and for all purposes, legally, included within the Redevelopment Area, (iii) any and all actions, inactions, determinations, decisions, conclusions

or findings, official or otherwise, of the Borough or any of the Borough's instrumentalities, authorities, agencies, boards, bodies or departments, including without limitation, the Planning Board, with regards to the Project Area, the Redevelopment Area, Redevelopment Plan, the redevelopment process, or otherwise, or (iv) the constitutionality, legal authority, preemption, or precedent, in accordance with Federal, State or any other law, or otherwise, of the Redevelopment Law, including any provision contained therein, and its application, by the Borough or any of the Borough's instrumentalities, authorities, agencies, boards, bodies or departments, including without limitation, the Planning Board, or otherwise, to the Project Area, the Redevelopment Area, the Redevelopment Plan, the redevelopment process, or otherwise. Notwithstanding the foregoing to the contrary, in the event that any of the Borough's representations and covenants set forth in **Section 10.04** are untrue or incorrect, the Redeveloper reserves the right to take whatever action at law or in equity as may appear necessary or desirable in accordance with **Section 15.04** of this Agreement.

**Section 10.04. Borough Representations and Covenants.**

In addition to, but not limited by, any and all other covenants and agreements of the Borough contained in this Agreement, the Borough hereby represents, covenants, and agrees to the following for the purpose of inducing the Redeveloper to enter into this Agreement and to consummate the transactions contemplated hereby (collectively, the "**Borough Covenants**"):

- (a) The Borough is a municipal corporation of the State of New Jersey with all due power and authority to enter into this Agreement.
- (b) The Borough has duly authorized the execution and delivery of this Agreement.
- (c) The Borough is lawfully authorized to conduct its business within the State of New Jersey with all due power and authority to incur and perform its obligations hereunder.
- (d) All statutory notice and procedural requirements have been satisfied by the Borough concerning the actions of the Council described in the Recitals to this Agreement.
- (e) There is no action, suit, or proceeding at law or in equity now pending or, to the knowledge of the Borough, threatened against or affecting the Borough that would materially impair its right and ability to perform its obligations under this Agreement.
- (f) The Project Area is a valid, proper, and existing "area in need of redevelopment" under the Redevelopment Law and was duly designated as same by the Borough. The Project Area shall remain subject to the Redevelopment Plan, and the Borough shall not modify or amend the provisions of the Redevelopment Plan applicable to the Project Area without the prior written consent of the Redeveloper.
- (g) The Redevelopment Plan is a valid, proper, and existing redevelopment plan under the Redevelopment Law and was duly prepared and adopted as same by the Borough.



(h) The execution and delivery of this Agreement and the performance by the Borough of its obligations under this Agreement do not and will not violate any Applicable Law and will not result in the breach of, or constitute an event of default, under any agreement to which the Borough is a party or by which it is bound.

(i) The Borough is acting as the redevelopment entity, with responsibility to implement the Redevelopment Plan, and has previously designated the Redeveloper as the conditional Redeveloper of the Project Area.

(j) The Redeveloper is the sole and exclusive redeveloper of the Project Area. The Borough has properly designated the Redeveloper as the redeveloper of the Project in accordance with the Redevelopment Law.

(k) Upon the Completion of the Project Improvements, or portion(s) thereof, in accordance with the terms of this Agreement, the conditions that were found and determined to exist at the time the Project Area was determined to be in need of redevelopment shall be deemed to no longer exist, the land and improvements thereon, constituting the Completed Components or sub-Components of the Project, shall no longer be subject to eminent domain as a result of those determinations and the conditions and requirements of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect to the related Project Improvements so Completed.

**Section 10.05. Effect and Duration of the Covenants.** Except as otherwise set forth herein, it is intended and agreed that the agreements and covenants set forth in this **Article X** and those elsewhere in this Agreement shall be covenants running with the Project Area until the Project Improvements shall be Completed, and such covenants shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by Applicable Law and equity, for the benefit and in favor of, and enforceable by: (a) the Borough, its successors and assigns; (b) any successor in interest to the Project Improvements, or any part thereof; (c) the Redeveloper, its successors and assigns and every successor in interest therein; and (d) any Person in possession or occupancy of the Project Improvements, or any part thereof.

**Section 10.06. Enforcement of Covenants by the Borough.** In amplification, and not in restriction of the provisions of this **Article X**, it is intended and agreed that the Borough and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Borough for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Borough has at any time been, remains, or is an owner of any land or interest therein, or in favor of which such agreements and covenants relate. It is intended that all such agreements and covenants shall cease when this Agreement terminates with respect to the Project, Project Area, or Project Improvements or such portions thereof, as applicable, subject to those provisions of this Agreement that specifically and expressly survive termination as set forth herein. The Borough shall have the right, in the event of any breach of any

such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled, including all other rights as more specifically set forth in **Article XV**. This **Section 10.06** is not intended to confer standing to sue on any party other than the Borough.

## **ARTICLE XI** **INDEMNIFICATION; INSURANCE**

### **Section 11.01. Redeveloper Indemnification.**

(a) The Redeveloper covenants and agrees, at its expense, to indemnify, protect, defend and hold the Borough Indemnified Parties harmless from and against all liability, losses, damages, demands, costs, claims, lawsuits, administrative proceedings, fines, penalties, and expenses of every kind, character, and nature resulting, wholly or partially, from the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, financing, leasing, or sale of the Project Area and/or the Project Improvements, including, but not limited to: (i) the death of any person or any accident, injury, loss, and damage whatsoever to any person or to the property of any person resulting from, arising out of, or attributable to the legal liability of the Redeveloper, its agents, servants, employees, or contractors, whether occurring within or outside of the Project Area; or (ii) any lawsuit or other proceeding commenced by any Person because of action(s) taken by, or omission(s) of, the Redeveloper, its contractors, employees, agents, or representatives in connection with the Project Area and/or Project Improvements or this Agreement; or (iii) the performance, or any failure or delay of performance, by the Redeveloper of its obligations under the Agreement; or (iv) legal liability of the Redeveloper for any property damage that may occur in the Project Area during the term of the Agreement; provided, however, that the foregoing indemnity shall not include or pertain to the actions or inactions of third-parties over whom the Redeveloper does not exercise control, as long as the Redeveloper maintains commercial liability insurance to protect against such actions or inactions, and also excluding indemnification for any damage, liability, costs, and expenses resulting from, arising out of, or attributable to the legal liability of the Borough, its officers, elected officials, employees, contractors, representatives, or agents.

(b) In any situation in which a Borough Indemnified Party is entitled to receive and desires indemnification by the Redeveloper, the Borough Indemnified Party shall give prompt notice of such situation to the Redeveloper. Failure to give prompt notice to the Redeveloper shall not relieve the Redeveloper of any liability to indemnify the Borough Indemnified Party, unless such failure to give prompt notice materially impairs the Redeveloper's ability to defend such Person, including denial of coverage by the Redeveloper's liability insurance carrier because of such delay. Upon receipt of such notice, the Redeveloper shall promptly notify its liability insurance carrier and through the actions of said liability insurance carrier, or otherwise, resist and defend any action or proceeding on behalf of the Borough Indemnified Party, including the employment of counsel assigned by the Redeveloper's liability insurance carrier or otherwise, and reasonably acceptable to the Borough Indemnified Party, the payment of all expenses and the right to negotiate and consent to settlement, if and as permitted by the Redeveloper's liability insurance



carrier. All of the Borough Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of the Borough Indemnified Parties electing to engage such separate counsel, unless the employment of such counsel is specifically authorized by the Redeveloper and the Redeveloper's liability insurance carrier. The Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Redeveloper or if there is a final judgment against the Borough Indemnified Party in any such action, the Redeveloper agrees to indemnify and hold harmless the Borough Indemnified Party from and against any loss or liability by reason of such settlement or judgment for which the Borough Indemnified Party is entitled to indemnification hereunder. The Redeveloper shall have the right to settle any such action on terms it deems appropriate provided that no admission of liability by the Borough Indemnified Party is required. In the event the Borough refuses to provide a release of such action, and a final judgment is rendered against the Redeveloper, the Borough shall be responsible for the Redeveloper's counsel fees and costs incurred subsequent to the Borough's refusal to release the action and for that amount of the judgment which is in excess of the sum for which the Redeveloper would have otherwise settled the action.

(c) The Redeveloper's indemnity provided under this **Section 11.01** shall survive the termination of this Agreement and shall expire and cease upon the expiration of the applicable statute of limitations pertaining to any claim, liability, loss, damage, demand, cost, or expense encompassed by this **Section 11.01**.

#### **Section 11.02. Insurance Required.**

(a) Prior to the Commencement of Construction of the Project Improvements, the Redeveloper shall furnish or shall cause to be furnished, to the Borough, a true copy or copies of the Redeveloper's commercial general liability insurance policy or policies, insuring against losses, costs, liabilities, claims, causes of action, and damages for bodily injury and property damage on all property in the Project Area or related to the construction thereon, in the amount of at least Five Million Dollars (\$5,000,000.00) combined single limit coverage. Such insurance shall include blanket contractual liability coverage. All such policies shall be written to apply to all bodily injury, property damage, personal injury, and other covered losses, including, but not limited to, liability claims of subcontractors, however occasioned, occurring during the policy term, and shall be endorsed to add the Borough as an additional insured, and to provide that such coverage shall be primary and that any insurance maintained by the Borough shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation against the Borough.

(b) Builder's Risk Insurance for the benefit of the Redeveloper (subject to the interests of any Holder), during the term of construction of the Project Improvements, sufficient to protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism, and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the replacement cost (to current building code) of the Project Improvements, including items of labor and materials connected therewith, whether in or adjacent to the structure(s) insured, and materials in place or to be used as part of the permanent construction.

(c) The Redeveloper shall also furnish or cause to be furnished to the Borough evidence satisfactory to the Borough that the Redeveloper and any contractor with whom it has contracted for the construction of the Project Improvements carries workers' compensation insurance as required by Applicable Law, and an employer's liability insurance endorsement with customary limits, and shall be endorsed with a waiver of subrogation clause for the Borough to the extent permitted by Applicable Law.

(d) All insurance policies required by this **Section 11.02** shall be obtained from insurance companies licensed in the State of New Jersey and rated at least A in Best's Insurance Guide or such lesser rated provider that is proposed by the Redeveloper and is reasonably acceptable to the Borough.

(e) All insurance policies required by this **Section 11.02** shall be non-assessable and shall contain language to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by the Borough, (ii) the policies cannot be canceled or materially changed except after thirty (30) Days written notice by the insurer to the Borough, and (iii) the Borough shall not be liable for any premiums or assessments. All such insurance shall have deductibility limits reasonably satisfactory to the Borough and shall contain cross-liability endorsements.

(f) The Redeveloper's obligation to maintain insurance pursuant to, and in accordance with, this **Section 11.02** shall terminate upon issuance of a Certificate of Completion with respect to the Project Improvements or applicable portion thereof to which a Certificate of Completion relates.

## **ARTICLE XII**

### **TRANSFERS**

**Section 12.01. Prohibition Against Speculative Development.** The Redeveloper covenants that its undertakings pursuant to this Agreement shall be for the purpose of redevelopment of the Project Area and not for speculation in redevelopment.

### **Section 12.02. Prohibition Against Transfers.**

(a) The Redeveloper recognizes that, in view of: (i) the importance of the redevelopment of the Project Area to the general welfare of the community; (ii) the public assistance to be made available by Applicable Law and by the Borough, on the conditions stated herein, for the purpose of making such redevelopment possible; and (iii) the fact that the qualifications and identity of the Redeveloper and its principals are of particular concern to the Borough and that a change in ownership or Control of the Redeveloper, or any other act or transaction involving or resulting in a change in ownership or Control of the Redeveloper is, for practical purposes, a transfer or disposition of the interest(s) in the Project Area and Project now owned by the Redeveloper, no voluntary or involuntary successor in interest of the Redeveloper shall acquire any interest in or rights or powers under this Agreement except as expressly set forth herein.

(b) In order to assist in the effectuation of the purpose of this **Article XII**, the Redeveloper agrees that, during the period between the execution of this Agreement and the Completion of the Project, or a Component or sub-Component thereof, as evidenced by the issuance of a Certificate of Completion, the Redeveloper shall, at such time or times as the Borough may request, furnish the Borough with a complete statement, subscribed and sworn to by the managing partner, managing member or other executive officer or member of the Redeveloper, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of the Redeveloper (or its Affiliates, if applicable) and the extent of their respective holdings, and in the event any other Persons have a beneficial interest in the Redeveloper (and/or its Affiliates, if applicable) their names and the extent of such interests.

**Section 12.03. Retention of Title to Property; Redeveloper to Maintain its Existence.**

Except where expressly permitted hereunder, during the term of this Agreement, the Redeveloper shall not, prior to the issuance of a Certificate of Completion for the Project Improvements, or portion thereof, and without the prior written approval of the Borough: (a) effect or permit any change, directly or indirectly, in the ownership or control of the Project Area, Project Improvements, or a Component or sub-Component thereof; (b) assign or attempt to assign or convey any interest in this Agreement or any rights herein; or (c) make any total or partial sale, transfer, or conveyance of the whole or any part of its interest in the Project Area or Project Improvements (individually and collectively, a “**Transfer**”).

**Section 12.04. Permitted Transfers.**

(a) The Redeveloper, without violating the provisions of **Section 12.02** or **Section 12.03** hereof, may effect the following Transfers, to which the Borough hereby consents without the necessity of further action by the Borough (“**Permitted Transfers**”):

(i) security for, and only for, the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement with respect to completing the Project and Project Improvements and any other purpose authorized by this Agreement;

(ii) a mortgage or mortgages and other liens and encumbrances (including mechanic’s liens) for the purposes of financing costs associated with the acquisition, development, construction, and marketing of the Project and Project Improvements;

(iii) utility and other development easements;

(iv) environmental covenants and restrictions imposed by a Governmental Agency or Governmental Authority as a condition of any permit or approval;

(v) any lease or contract of sale for a unit within the Project Improvements;

(vi) the transfer, in the aggregate, of less than ten (10%) percent of the

ownership interest in the Redeveloper;

(vii) the transfer of any interest in the Project Area or the Project Improvements to any partner/member of the Redeveloper or to an Affiliate of the Redeveloper, subject to disclosure by written notification to the Borough of the same, including transfers of direct or indirect ownership interests in the Redeveloper by will or intestacy to the immediate family of any member who is a natural person;

(viii) a lease of the Project Area to one or more qualified lessees, who prior to the Completion of the Project Improvements, shall at all times be acting on behalf of, and as agent for, the Redeveloper in accordance with the terms hereof, provided, however, that nothing contained herein shall waive, relinquish, release, or otherwise relieve the Redeveloper of its obligation to Complete the Project Improvements in accordance with the terms of the Agreement, and provided further that any violation, breach or contravention of this Agreement caused by or on behalf of, or attributable to, a qualified lessee, or any of its agents, servants, employees, officials, contractors or subcontractors, that would cause or result in an Event of Default hereunder shall be deemed a Redeveloper Event of Default;

(ix) the transfer of any interest in the Project Area, the Project, and/or the Project Improvements to a URE having substantially the same membership as the Redeveloper;

(x) the transfer to a Holder or a designee of a Holder by foreclosure, subject to the terms, conditions, and provisions of **Article XIV** of this Agreement; and

(ix) any contract or agreement with respect to any of the foregoing exceptions.

**Section 12.05. Notice of Permitted Transfers.** With respect to any Permitted Transfers, the Redeveloper shall provide to the Borough written notice of such Permitted Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such transferee within fifteen (15) Days from the date of the Permitted Transfer.

**Section 12.06. Transfers Void.** Any transfer of the Redeveloper's interest in violation of this Agreement shall be an Event of Default of the Redeveloper and shall be null and void *ab initio*. The occurrence of such Event of Default shall entitle the Borough to seek all remedies available under the terms hereof, and those available pursuant to law or equity, including termination of this Agreement. In the absence of specific written consent by the Borough, no such sale, transfer, conveyance or assignment of the Project, Project Improvements, or Project Area, or any part thereof, shall be deemed to relieve the Redeveloper from any obligations under this Agreement. In the event of any attempted transfer in violation of the restrictions in this **Article XII**, the Borough shall be entitled to the *ex parte* issuance of an injunction restraining such transfer, and the award of reasonable legal fees and related expenses of the Borough in connection with any such legal action. Upon the recording of the final Certificate of Completion, the provisions set forth in this **Article XII** shall be deemed terminated, and this Agreement, in its entirety, shall

terminate and the Parties released from their obligations hereunder, except for those provisions that expressly survive termination.

**Section 12.07. Termination of Restrictions.** The provisions of this **Article XII** shall terminate and be of no further force and effect after the issuance of a Certificate of Completion for the Project, or portion thereof.

**Section 12.08 Other Transfers.** Notwithstanding the foregoing to the contrary, the Borough may approve transfers other than Permitted Transfers upon the written request of the Redeveloper and may require, as a condition to the Borough's approval of such Transfer, that:

(a) The proposed transferee shall have qualifications and the financial responsibility necessary and adequate to fulfill the obligations under this Agreement with respect to the transferred portion of the Project, Project Area, and/or Project Improvements and other obligations pursuant to the Governmental Approvals or any part of such obligations that may pertain to the transferred interest or portion of the Project, Project Area, and/or Project Improvements, as determined by: (1) audited financial statements and/or financing commitments indicating net worth and liquidity sufficient to undertake the relevant portion of the Project; and (2) submission of three (3) letters of recommendation from reputable Persons for whom the prospective transferee has undertaken a comparable project or from Persons providing construction financing for the prospective transferee with respect to comparatively sized projects, stating that the proposed transferee possesses the competence, experience, and integrity to undertake the Project or portion thereof.

(b) Any proposed transferee shall execute an agreement reasonably acceptable to the Borough to assume all of the relevant obligations of the Redeveloper under this Agreement.

(c) Any transferee shall absolutely release the Redeveloper from any and all relevant obligations under this Agreement which relate to the portion of the Project subject to the transfer.

(d) The transferee will comply with such other reasonable conditions as the Borough may find necessary to achieve the Completion of the Project, or a Component or sub-Component thereof, and the related Project Improvements.

(e) Notwithstanding any term or provision to the contrary in this Agreement, the Borough's consent to any proposed transfer shall not be unreasonably withheld, conditioned, or delayed. The Borough shall notify the Redeveloper whether the Borough consents to any proposed transfer within sixty (60) Days after the Redeveloper's request to the Borough for such consent.

### **ARTICLE XIII** **ADDITIONAL TERMINATION RIGHTS**

**Section 13.01. Additional Termination Rights of Borough.** This Agreement shall terminate upon written notice by the Borough to the Redeveloper of the Borough's decision to so terminate *after* the occurrence of: (i) any of the following Events of Default; (ii) the Borough's service of notice to the Redeveloper of such Event of Default; and (iii) the expiration of applicable

cure periods for the Redeveloper as set forth in this Agreement, in each case, subject to the provisions of this Agreement relating to Minor Delays, Uncontrollable Circumstances, and Tolling Events, if:

(a) On or before six (6) months from the Effective Date, the Redeveloper has not received the Governmental Approvals necessary to Commence Construction of the Project Improvements for the Project, provided that the Redeveloper shall be permitted to obtain reasonable extensions of time to satisfy conditions in the Governmental Approval that may require more than six (6) months to satisfy;

(b) The Redeveloper has not Commenced Construction on the Project Improvements for the Project within one hundred twenty (120) Days from the issuance of the first building permit by the Borough; or

(c) A final Certificate of Completion for the Project Improvements for the Project, or a Component or sub-Component thereof, has not been issued sixty (60) months from the issuance of the first building permit by the Borough therefor.

Nothing in this **Section 13.01** shall prevent the Borough from declaring, pursuant to the provisions of **Article XV**, that a Redeveloper Event of Default has occurred or from pursuing any of its other remedies under **Article XV**, or as otherwise provided for in this Agreement.

**Section 13.02. Additional Termination Rights of Redeveloper.** In the event that the Financial Agreement is not executed on the Effective Date, should the Redeveloper not be able to secure the completion and approval of a suitable Financial Agreement with the Borough under the Long Term Tax Exemption Law, consistent with terms previously discussed by the Parties, within one hundred and twenty (120) Days of the Effective Date of this Agreement, the Redeveloper shall have the right to either (i) terminate this Agreement upon thirty (30) Days' notice to the Borough or (ii) initiate legal proceedings regarding the failure of the Borough to enter into a Financial Agreement consistent with the terms, content, and conditions of the Purchase and Sale Agreement between the Borough and the Redeveloper, executed on December 20, 2023 and December 21, 2023.

#### **ARTICLE XIV** **MORTGAGE FINANCING; NOTICE OF DEFAULT** **TO MORTGAGEE; RIGHT TO CURE**

##### **Section 14.01. Mortgage Financing.**

(a) Neither the Redeveloper nor any successor in interest to the Project, or any part thereof, shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Project Area, or a Component or sub-Component thereof, or the related Project Improvements, whether by express agreement or operation of law, or suffer any encumbrance or lien (other than liens for governmental impositions) to be made or attach to the Project Area, or a Component or sub-Component thereof, or the related Project Improvements, in



excess of ninety percent (90%) of Project Costs attributable to such Component or sub-Component of the Project Improvements, except as may be approved by the Borough (which approval shall not be unreasonably withheld, conditioned, or delayed) for the purpose of obtaining funds in connection with the construction of the Project Improvements, provided, however, that upon the issuance of a Certificate of Completion for the Project Improvements, or a Component or sub-Component thereof, such prohibition shall no longer apply with respect to the corresponding Project Area, or a Component or sub-Component thereof, and related Project Improvements that have been Completed. The Redeveloper, or its successor in interest, shall notify the Borough in advance of any such financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Project Area or Project Improvements, or any part thereof (the mortgagee under any such mortgage or other lien instrument being deemed a “**Holder**,” it being hereby expressly acknowledged that under no circumstances shall an Affiliate of the Redeveloper be deemed a Holder hereunder), and, in any event, the Redeveloper shall promptly notify the Borough of any encumbrance or lien (other than liens for governmental impositions) that has been created on or attached to any Component or sub-Component of the Project Area or the Project Improvements, whether by voluntary act of the Redeveloper or otherwise, upon obtaining knowledge or notice of same.

(b) To the extent reasonably requested by the Redeveloper, the Borough shall execute such other agreements and/or documents (in form and content reasonably acceptable to the Borough) as may be requested or required by any Holder with respect to financing for the Project Area, or a Component or sub-Component thereof, and the related Project Improvements, or any equity participant of the Redeveloper, provided, however, that any such agreement or document shall not materially and adversely alter any of the rights or obligations of the Redeveloper or the Borough under this Agreement.

#### **Section 14.02. Notice of Default to the Redeveloper and Right to Cure.**

(a) Whenever the Borough shall deliver any notice or demand to the Redeveloper with respect to any Event of Default by the Redeveloper under this Agreement, the Borough shall, at the same time, deliver to each Holder a copy of such notice or demand, provided that the Redeveloper has delivered to the Borough a written notice of the name and address of such Holder. Each such Holder shall (insofar as the rights of the Borough are concerned) have the right, at its option, but not the obligation, within one hundred (120) Days after the receipt of such notice (and the expiration of all applicable cure periods), to cure or remedy, or to commence to cure or remedy, any such Event of Default which is subject to being cured.

(b) To the extent that any Holder is required to foreclose any lien it has with respect to the Project Area or Project Improvements (as a result of a Redeveloper Event of Default or a default by the Redeveloper under any agreements executed by the Redeveloper and any of its Holders), the Borough agrees to forebear from the enforcement of any remedies provided under this Agreement that it may have against the Redeveloper in order to permit such Holder to assume the obligations of the Redeveloper under this Agreement, provided, however, that the Borough shall not be obligated to forebear from the exercise of any remedies available to it hereunder, if such forbearance will result (or may result, in the reasonable judgment of the Borough) in a waiver

of the Borough's rights under this Agreement or have a material and adverse effect on the Borough's rights or performance obligations hereunder or have any material increase in the Borough's financial obligations hereunder.

**Section 14.03. No Guarantee of Construction or Completion by Holder.**

(a) A Holder shall in no manner be obligated by the provisions of this Agreement to construct or Complete the Project or Project Improvements, or to guarantee such construction or Completion; nor shall any covenant or any other provisions be construed to so obligate a Holder. Nothing contained in this Agreement shall be deemed to permit or authorize such Holder to undertake or continue the construction or Completion of the Project or Project Improvements (beyond the extent necessary to conserve or protect the Holder's security, including the improvements or construction already made) without the Holder, or an Affiliate of the Holder, first having expressly assumed the Redeveloper's obligations to the Borough with respect to the Project and Project Improvements by written agreement in form and substance reasonably satisfactory to the Borough.

(b) If a Holder forecloses its mortgage secured by the Project Area or Project Improvements, or takes title (in its name or the name of an Affiliate) to the Project Area or Project Improvements by deed-in-lieu of foreclosure or similar transaction (collectively a "**Foreclosure**"), the Holder, or its Affiliate, shall have the option to either (i) sell the Project Area or Project Improvements, as applicable, to a responsible Person reasonably acceptable to the Borough, which Person shall expressly assume the obligations of the Redeveloper under this Agreement, and/or (ii) directly or through an Affiliate, expressly assume the obligations of the Redeveloper under this Agreement. In the event of a Foreclosure and provided the Holder or the purchaser of the Project is in compliance with this Agreement, the Borough shall not seek to enforce against the Holder or such purchaser any of the remedies available to the Borough pursuant to the terms of this Agreement that are available to the Borough in connection with the events preceding the Foreclosure. The Holder, or the entity assuming the obligations of the Redeveloper, must agree to complete the Project and Project Improvements in the manner provided in this Agreement, but subject to reasonable extensions of the applicable Project Schedule and Completion Dates and shall submit evidence reasonably satisfactory to the Borough that it has the qualifications, financial ability, and financial responsibility necessary to perform such obligations. Any such Holder, or other entity assuming the obligations of the Redeveloper, properly completing the Project and/or Project Improvements shall be entitled, upon written request made to the Borough, to Certificates of Completion. Nothing in this Agreement shall be construed or deemed to permit or to authorize any Holder, or such other entity assuming the obligations of the Redeveloper, to devote the Project Area, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement. The Holder, or such other entity that assumes the obligations of the Redeveloper, shall be entitled to develop the Project Area or Project Improvements in accordance herewith.

**Section 14.04. Cooperation with Holder.** The Borough shall reasonably cooperate with a Holder to modify the provisions of this Agreement, if reasonably requested by a Holder or a proposed Holder, provided, however, that such modifications shall not materially reduce the rights



or increase the responsibilities of the Borough hereunder.

## **ARTICLE XV**

### **EVENTS OF DEFAULT AND REMEDIES**

**Section 15.01. Events of Default.** Any one or more of the following shall constitute an Event of Default hereunder (with none of the following to be construed as a limitation on any other):

(a) Failure of the Redeveloper or the Borough to observe and perform any covenant, condition or agreement under this Agreement, and continuance of such failure for a period of sixty (60) Days, after receipt by the defaulting Party of written notice from the non-defaulting Party specifying the nature of such failure and requesting that such failure be remedied, provided, however, if the failure is one which cannot be remedied within the sixty (60) Days after such written notice has been given, it shall not be an Event of Default as long as the defaulting Party is proceeding with due diligence to remedy the same as soon as practicable after such written notice.

(b) (i) The Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee, or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed for the Redeveloper, with or without consent of the Redeveloper; (iii) the Redeveloper (A) shall have made a general assignment for the benefit of creditors, or (B) shall have filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or shall have taken advantage of any insolvency law; (iv) the Redeveloper shall have filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; (v) the Redeveloper shall have taken any action for the purpose of effecting any of the foregoing in **Subsections 15.01(b)(i) through (b)(iv)** herein; (vi) a petition in bankruptcy shall have been filed against the Redeveloper and shall not have been dismissed for a period of ninety (90) consecutive Days; (vii) an order for relief shall have been entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code, which shall not have been vacated within ninety (90) consecutive Days following the entry of such order; (viii) an order, judgment, or decree shall have been entered, without the application, approval or consent of the Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian, or liquidator for the Redeveloper or for a substantial part of its assets and such order, judgment, or decree shall have continued unvacated and in effect for any period of ninety (90) consecutive Days; or (ix) the Redeveloper shall have suspended the transaction of its usual business for a period of ninety (90) consecutive Days.

(c) The Redeveloper shall be in default or violation of its obligations with respect to the acquisition, design, development, and/or construction of the Project in accordance with this Agreement (including, but not limited to, the provisions of this Agreement governing the Project Schedule), the Final Site Plan, or shall have abandoned or substantially suspended Work (unless such suspension arises out of a Tolling Event or Uncontrollable Circumstance), and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within sixty (60) Days after written demand by the Borough to do so, provided, however, that if the default or violation is one which cannot be completely remedied within the sixty (60) Days after such written

notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable after such written notice.

(d) The filing of a complaint in Foreclosure against the Redeveloper, which shall not have been dismissed within ninety (90) consecutive Days following the filing of such complaint, or the issuance, by the Redeveloper, of a deed in lieu of Foreclosure for any financing in connection with the Project.

(e) The Redeveloper or its successor-in-interest (except for third parties to which a portion of the Project Improvements has been conveyed in the ordinary course of business, such as out sales to third party purchasers of residential units) shall fail to pay any real estate taxes, payments in lieu of taxes, or assessments on any real property, or any part thereof, owned by it in the Borough when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmans', mechanics' or construction lien, or any other unauthorized encumbrance or lien to attach, and such real estate taxes, PILOT charges, or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Borough made for such payment, removal, or discharge, within sixty (60) Days after written demand by the Borough to do so.

(f) Any Transfer in violation of this Agreement.

**Section 15.02. Uncontrollable Circumstance.** Performance by either Party hereunder shall not be deemed to be in default where delays or failure to perform are the result of a Minor Delay, Tolling Event, or Uncontrollable Circumstance. It is agreed that the terms, obligations, and responsibilities set forth in this Agreement and the schedules and deadlines set forth throughout this Agreement shall be suspended or modified for the period of time that the Minor Delay, Uncontrollable Circumstance, or Tolling Event remains in effect, and the relevant terms of this Agreement and any schedules and deadlines, including subsequent schedules and deadlines that are sequentially impacted, shall be modified/extended for the period of delay caused thereby. The Party who seeks the benefit of the above-described modification/extension shall, within thirty (30) Days after that Party's actual discovery of any such Minor Delay, Uncontrollable Circumstance, or Tolling Event, notify the other Party in writing of the Minor Delay, Uncontrollable Circumstance, or the Tolling Event, and of the cause(s) thereof, and the need for a modification/extension of the terms, obligations, responsibilities, schedules, and deadlines impacted, and an extension for the period of the enforced delay, as well as any extension of prospective Project milestones.

**Section 15.03. Remedies Upon Events of Default by the Redeveloper.** If an Event of Default by the Redeveloper occurs, then, following the Borough's provision of notice and the expiration of all applicable cure periods as set forth in this Agreement, including, without limitation, those set forth in **Section 15.01** and, in particular, the notice and cure periods set forth in **Section 15.01(a)**, the Borough may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper, as applicable, under this Agreement,

including the seeking of damages (including reasonable attorneys' fees and actual out-of-pocket costs and expenses). Further, upon the provision of notice and the expiration of all applicable cure periods, but expressly subject to any required notice and cure provisions afforded to any Holder hereunder, the Borough shall have the right, in its sole and absolute discretion, upon written notice to the Redeveloper and any Holder, to terminate this Agreement and the Redeveloper's designation as the redeveloper of the Project Improvements and Project Area.

**Section 15.04. Remedies Upon Events of Default by the Borough.** In the event that an Event of Default by the Borough occurs, then, following the Redeveloper's provision of notice and the expiration of all applicable periods, including, without limitation, those set forth in **Section 15.01** and, in particular, the notice and cure periods set forth in **Section 15.01(a)**, the Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Borough, as applicable, under this Agreement, including the seeking of damages (including reasonable counsel fees and actual out-of-pocket costs and expenses). Further, but subject to any cure provisions afforded the Borough hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, upon sixty (60) additional Days' notice to the Borough, to terminate this Agreement.

**Section 15.05. Specific Performance.** Unless otherwise provided for in this Agreement, if an Event of Default occurs, or a Party hereto threatens to take an action that will result in the occurrence of an Event of Default, the non-defaulting (or non-threatening) Party shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to the Borough or the Redeveloper and that money damages may not provide an adequate remedy thereto.

**Section 15.06. Failure or Delay.** Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any Event of Default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

**Section 15.07. Remedies Cumulative.** No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. In no event, however, shall a Party be entitled to recover more than its actual damages.

**Section 15.08. Continuance of Obligations.** The occurrence of an Event of Default shall not relieve the defaulting Party of its obligations under this Agreement, unless this Agreement is terminated as a result of such Event of Default, as and to the extent permitted hereunder.

**Section 15.09. Litigation Costs.** All Parties to this Agreement shall be responsible for

their own litigation costs except as otherwise expressly provided for herein.

**Section 15.10. Mitigation.** The Parties shall act reasonably to mitigate any damages that may be incurred as a result of an Event of Default hereunder.

## **ARTICLE XVI** **MISCELLANEOUS**

**Section 16.01. Notices.** Formal notices, demands, and communications between the Borough and the Redeveloper shall be deemed given if dispatched to the respective addresses set forth below by registered or certified mail, postage prepaid, return receipt requested (in which instance, delivery will be deemed to have occurred on the third business day following deposit of the mailed article with the United States Postal Service), or by a commercial overnight delivery service with package tracking capability and for which proof of delivery is available (in this case, such notice is deemed effective upon delivery). Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may, from time to time, designate by written notice. Copies of all notices, demands, and communications shall be sent as follows:

<b>If to the Borough:</b>	Borough of Hightstown 156 Bank Street Hightstown, New Jersey 08520 Attn: Borough Administrator
with a copy to:	Jonathan F. Cohen, Esq. Plosia Cohen LLC 51 Gibraltar Drive, Suite B Morris Plains, New Jersey 07950
and with a copy to:	Kevin P. McManimon, Esq. McManimon, Scotland & Baumann, LLC 75 Livingston Avenue Roseland, New Jersey 07068
<b>If to the Redeveloper:</b>	Robert M. Kaye, Chairman & CEO 3PRC, LLC 141 West Front Street, Suite 410 Red Bank, New Jersey 07701
with a copy to:	3PRC, LLC 141 West Front Street, Suite 410 Red Bank, New Jersey 07701 Attn: Legal Department

**Section 16.02. Conflict of Interest.** No officer, elected official, employee, agent, contractor, or consultant of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by Applicable Law.

**Section 16.03. No Consideration for Agreement.** The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants, and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer, employee, or elected official of the Borough, any money or other consideration for or in connection with this Agreement.

**Section 16.04. Non-Liability of Officials and Employees of the Borough.** No officer, elected official, employee, agent, contractor, or consultant of the Borough shall be personally liable to the Redeveloper, or any successor-in-interest, in the event of any default or breach by the Borough, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Agreement.

**Section 16.05. Non-Liability of Officials and Employee of Redeveloper.** No member, officer, shareholder, director, partner, agent, consultant, contractor, or employee of the Redeveloper shall be personally liable to the Borough, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Borough, or its successor, on any obligation under the terms of this Agreement, unless such personal liability is expressly assumed under a separate document.

**Section 16.06. No Brokerage Commissions.** The Borough and the Redeveloper each represent, one to the other, that no real estate broker initiated, assisted, negotiated, or consummated this Agreement as broker, agent, or otherwise acting on behalf of either the Borough or the Redeveloper, and the Borough and the Redeveloper shall indemnify each other with respect to any claims made by any Person claiming to have been so employed by the indemnifying Party.

**Section 16.07. Provisions Not Merged with Deeds.** To the extent that the provisions of this Agreement are intended to bind the Redeveloper's assigns and successors, such provisions of this Agreement shall not be merged by reason of any deeds transferring title to any portion of the Project Area from the Redeveloper or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Agreement.

**Section 16.08. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto, and their heirs, executors, and administrators.

**Section 16.09. Titles of Articles and Sections.** The titles of the several Articles and Sections of this Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**Section 16.10. Severability.** If any term or provision of this Agreement or the application thereof shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by Applicable Law, unless such other term or provision is dependent upon the invalid or unenforceable term or provision.

**Section 16.11. Modification of Agreement.** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

**Section 16.12. Execution of Counterparts.** This Agreement may be executed in one or more counterparts and when each Party has executed and delivered at least one counterpart, this Agreement shall become binding on the Parties and such counterparts shall constitute one and the same instrument.

**Section 16.13. Prior Agreements Superseded.** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes any prior agreement(s) and all negotiations with respect thereto between the Parties regarding all or any part of the subject matter hereof.

**Section 16.14. Waivers in Writing.** All waivers of the provisions of this Agreement must be in writing and signed by an authorized Person on behalf of the Borough and the Redeveloper, respectively.

**Section 16.15. Drafting Ambiguities; Interpretation.** In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the Parties drafted this Agreement or portions thereof; each Party acknowledging that it and its counsel have had an opportunity to review this Agreement and have contributed to the final form of same.

**Section 16.16. Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey, without regard to conflict of laws principles thereunder and no defense given or allowed by the laws of any other state shall be interposed in any action or proceeding hereon unless such defense is also given or allowed by the laws of the State of New Jersey.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed, as of the date set below their respective signatures.

ATTEST:

\_\_\_\_\_

**REDEVELOPER:**

**3PRC, LLC**, a New Jersey limited liability company

**By: PRC Hightstown, LLC**, a New Jersey limited liability company,  
its Managing Member

By: \_\_\_\_\_  
Robert M. Kaye  
Sole Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Borough Clerk

**BOROUGH OF HIGHTSTOWN**, a body corporate and politic of the State of New Jersey

By: \_\_\_\_\_  
Susan Bluth  
Mayor

Date: \_\_\_\_\_

STATE OF NEW JERSEY       )  
  )  
COUNTY OF MONMOUTH       )

I certify that on \_\_\_\_\_, 2025, Robert M. Kaye, the sole member of PRC Hightstown, LLC, in its capacity as the managing member of 3PRC, LLC, personally came before me and stated to my satisfaction that he:

- (a) was the maker of the attached Agreement;
- (b) was authorized to and did execute this Agreement as the sole member of PRC Hightstown, LLC, in its capacity as the managing member of 3PRC, LLC; and
- (c) executed this instrument as the act of the entity named in this Agreement.

\_\_\_\_\_  
Notary Public

Commission Expiration: \_\_\_\_\_



STATE OF NEW JERSEY   )  
  )  
COUNTY OF MERCER     )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2025 by the Borough of Hightstown (the “**Borough**”), a municipal corporation of the State of New Jersey, by Susan Bluth, its Mayor, on behalf of the Borough.

\_\_\_\_\_  
Notary Public

Commission Expiration: \_\_\_\_\_

**EXHIBIT 1-A**

**PRELIMINARY AND FINAL MAJOR SITE PLAN**

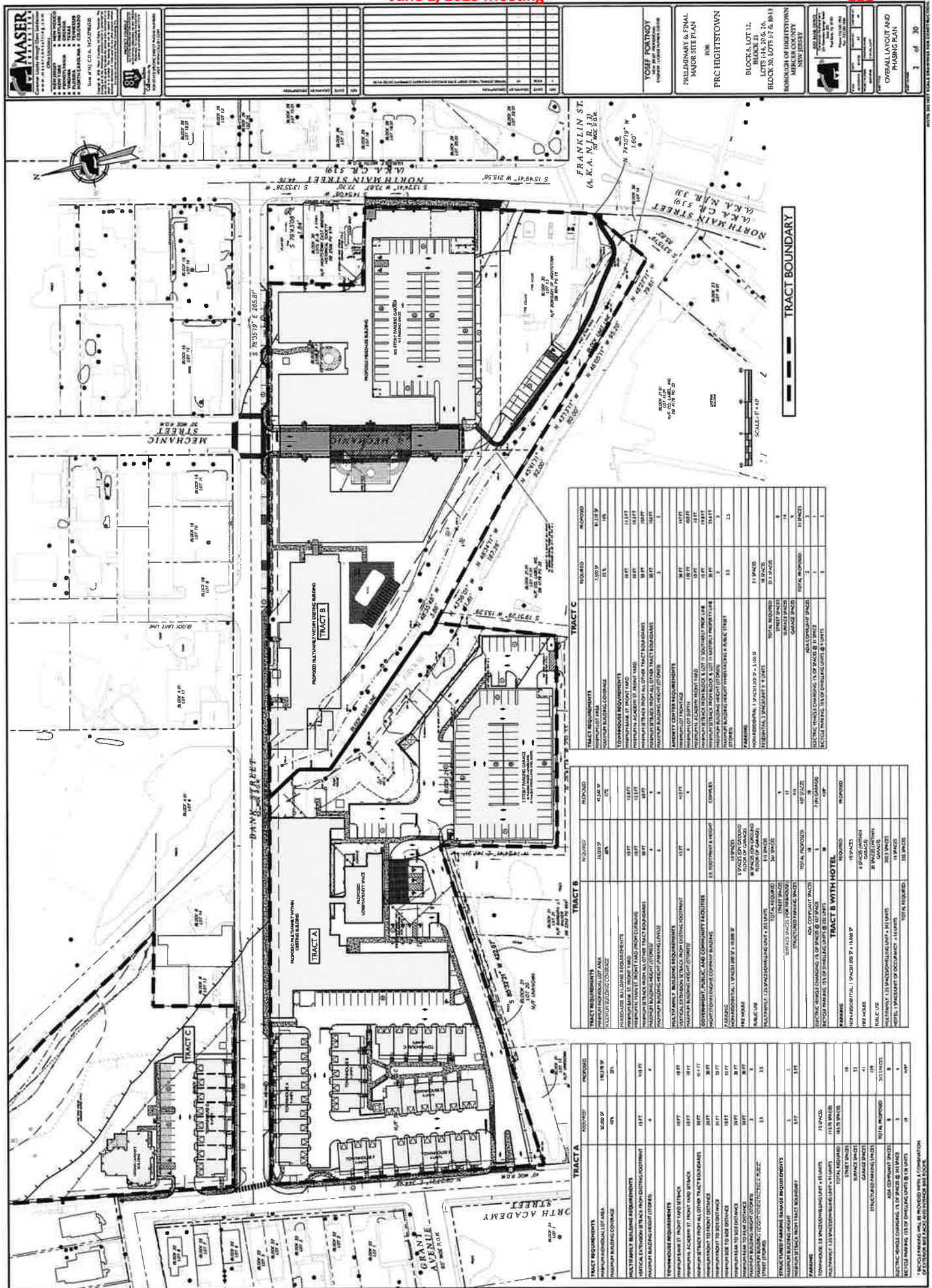
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**EXHIBIT  
1-A**

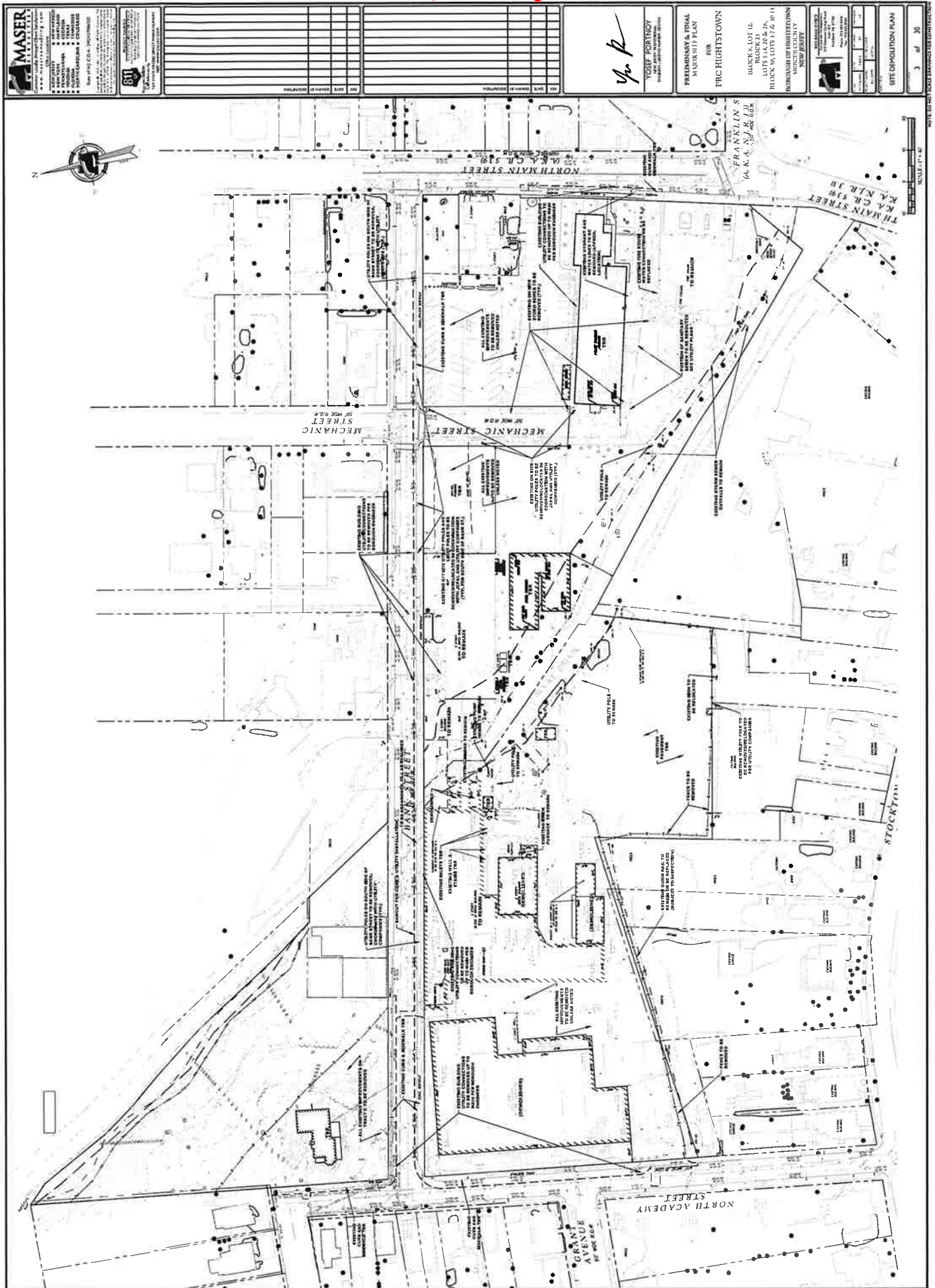
**Site Plan**



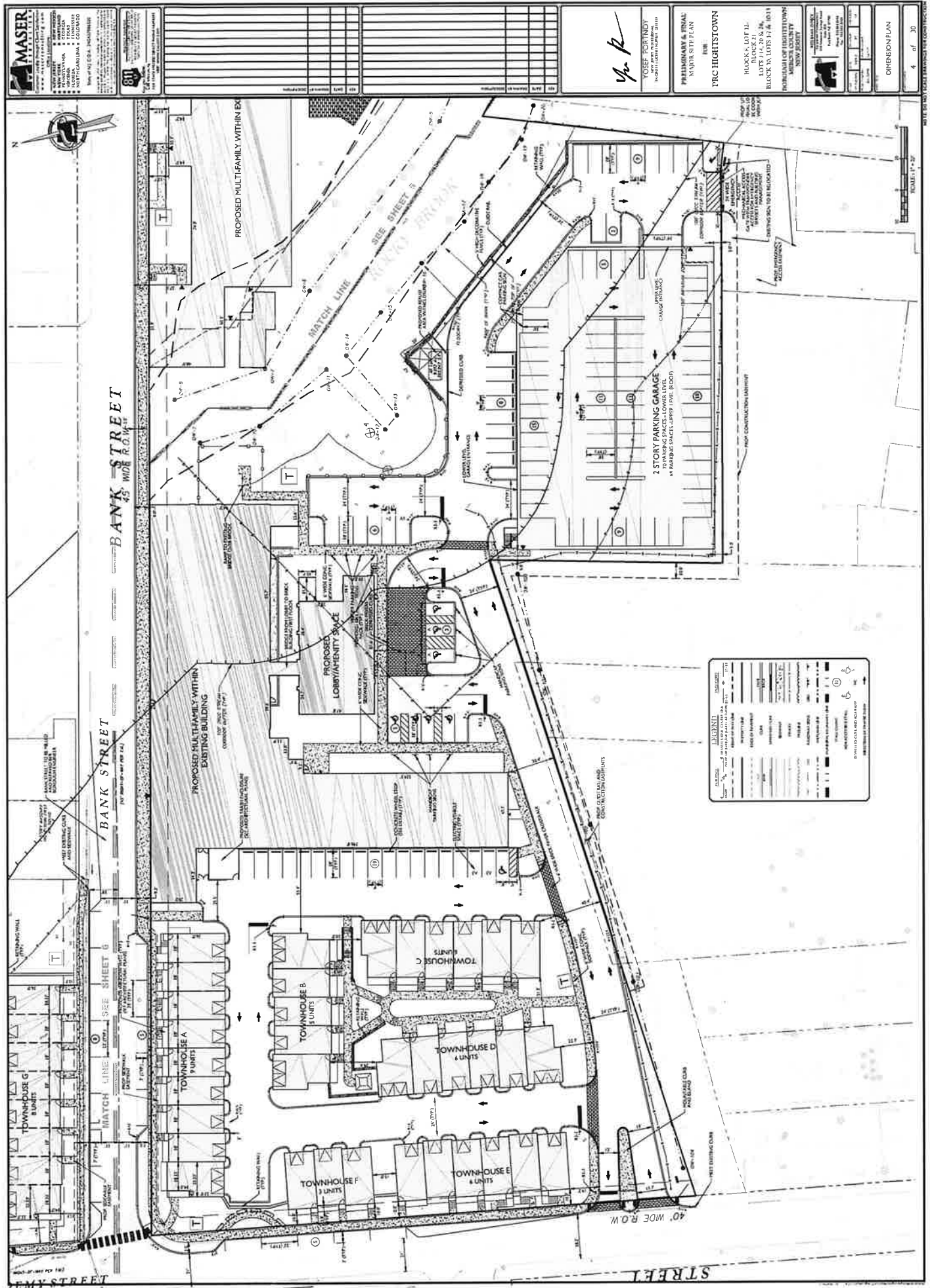


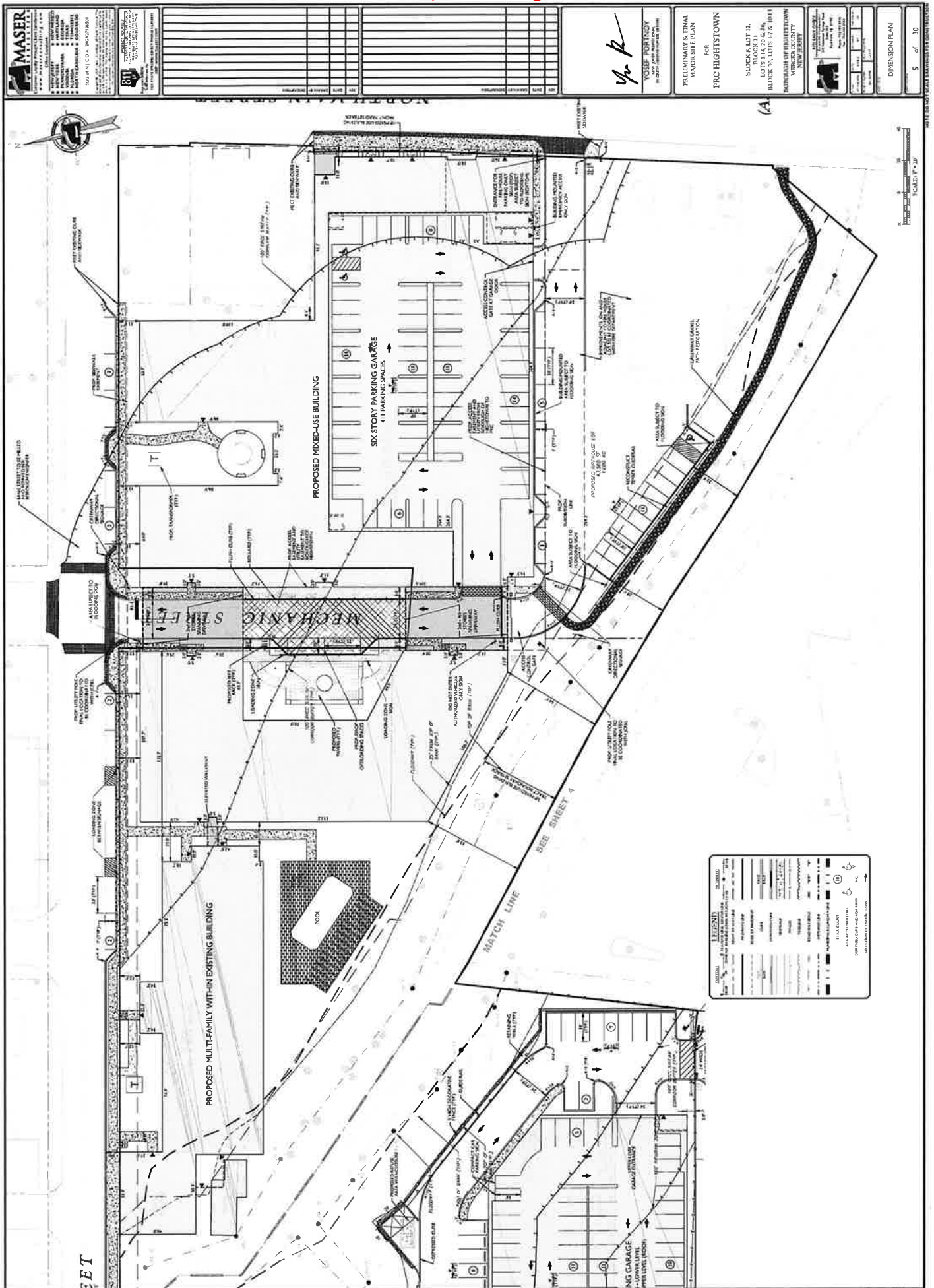




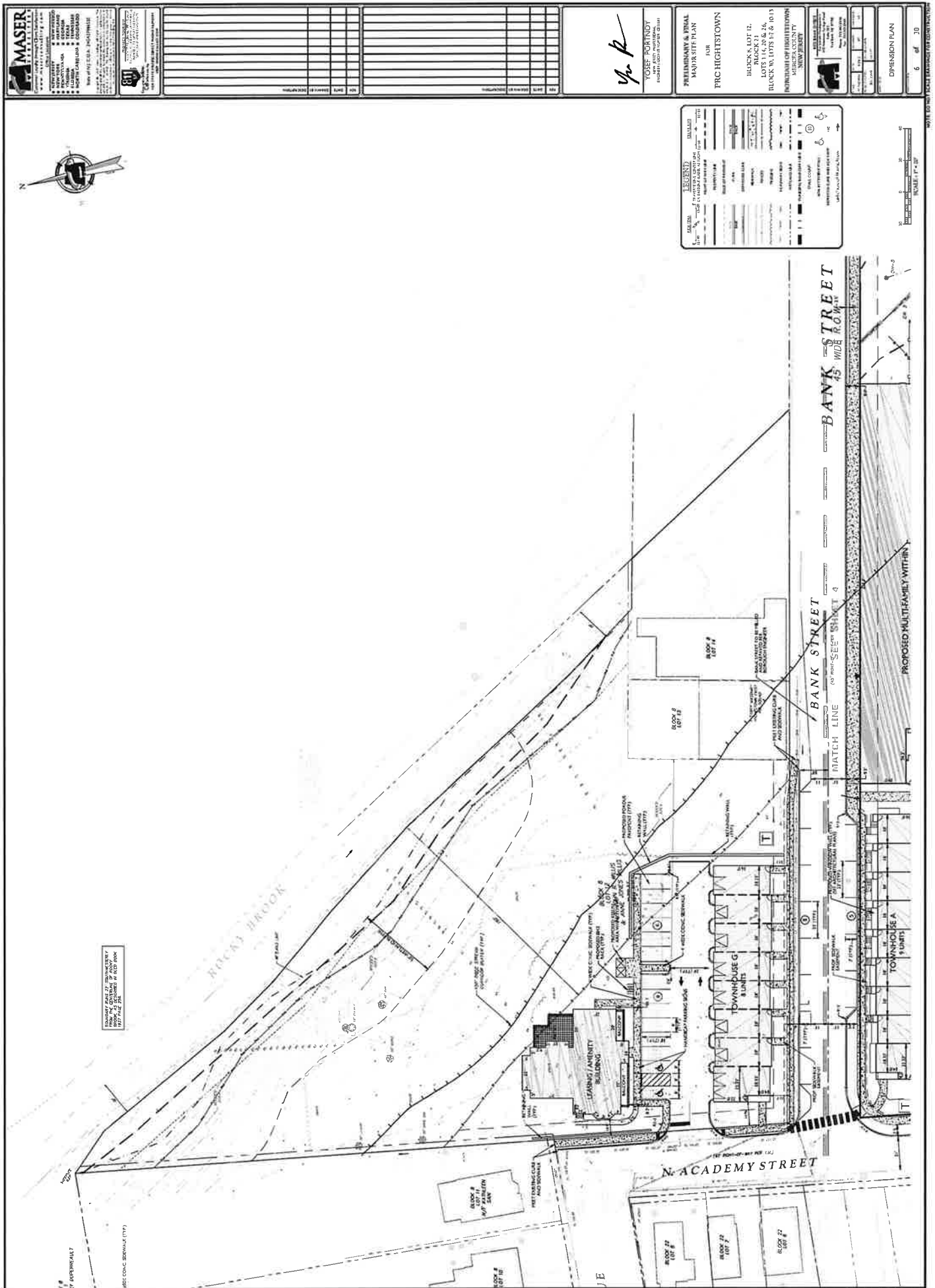




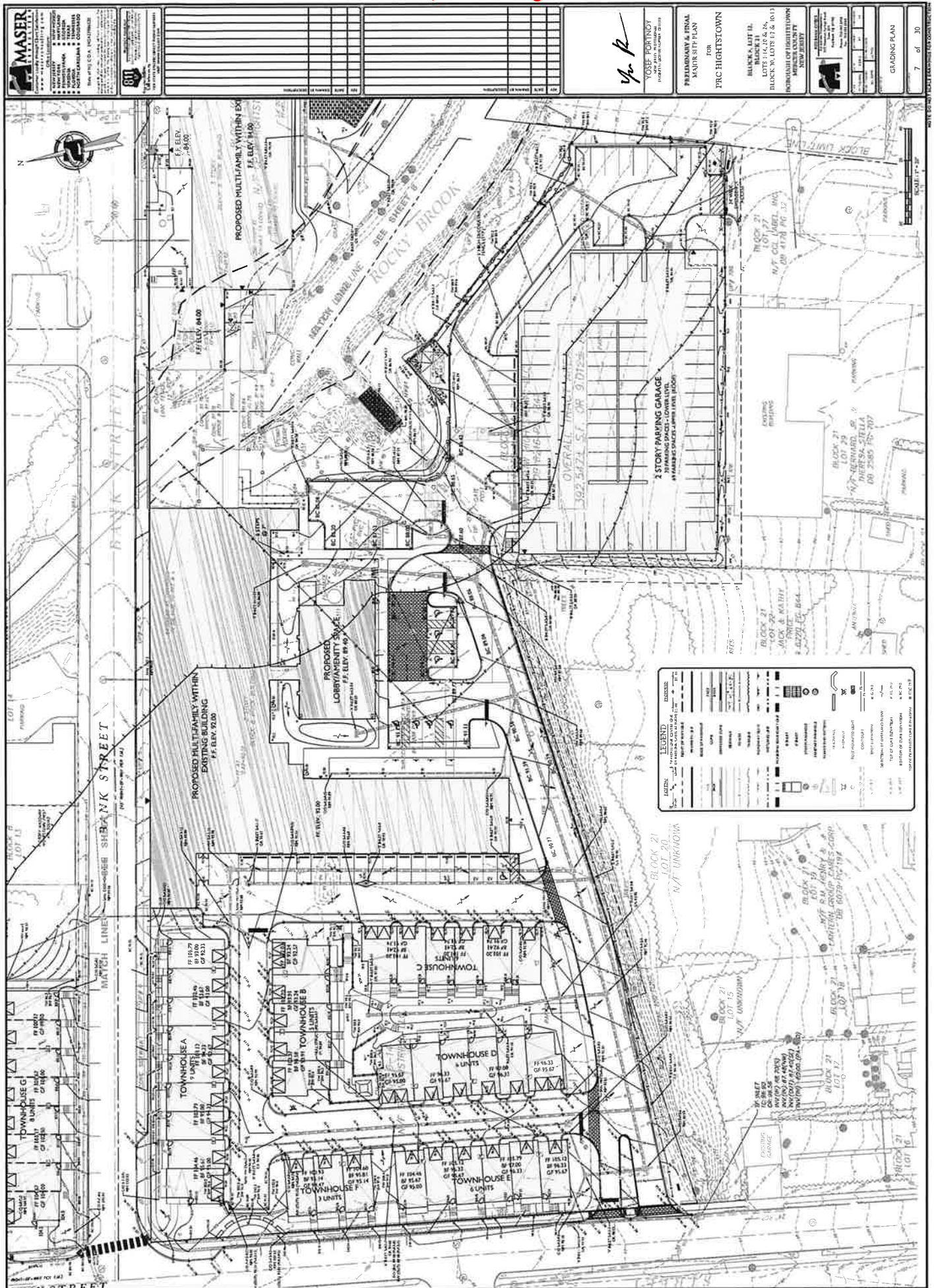




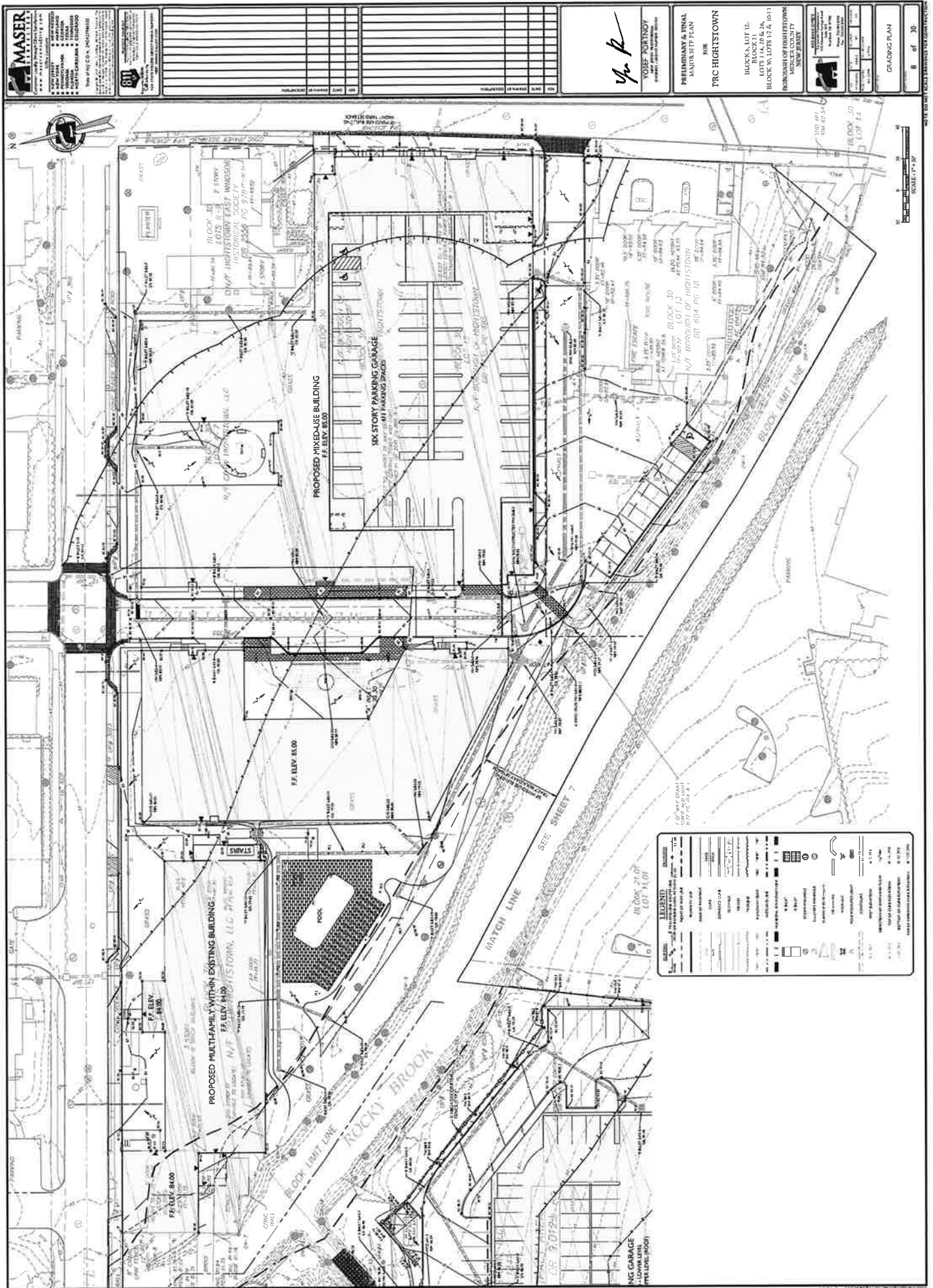




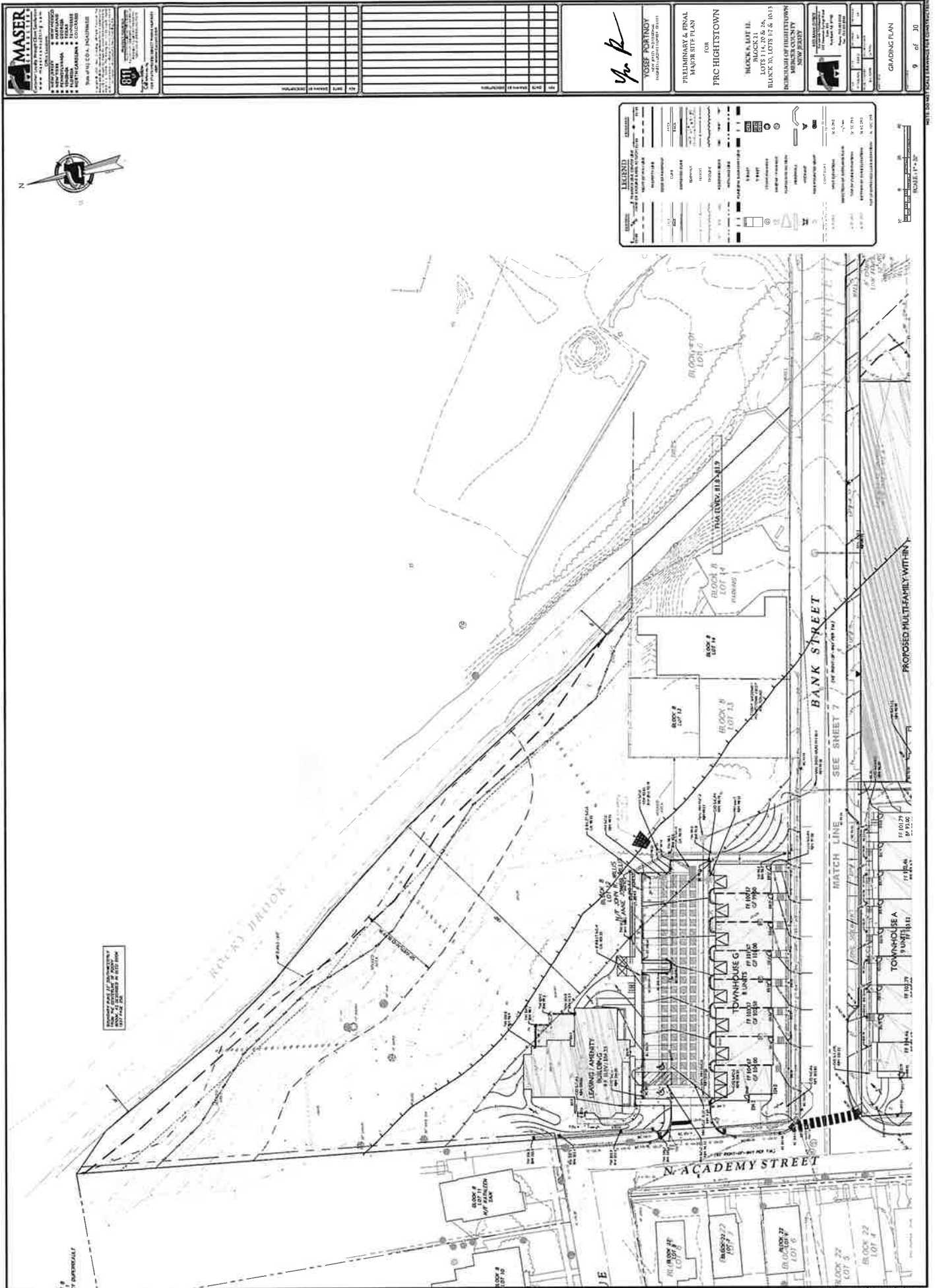




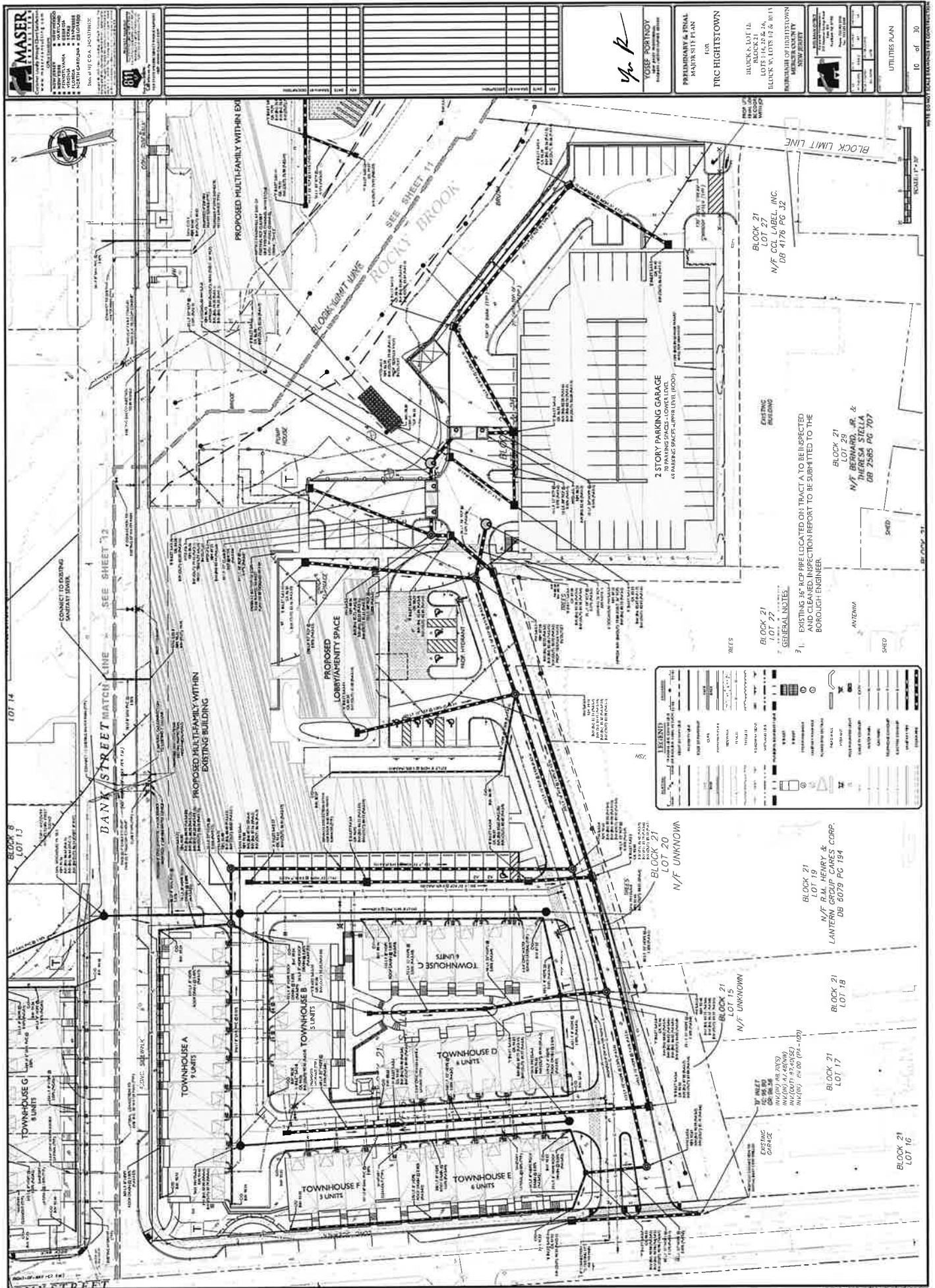




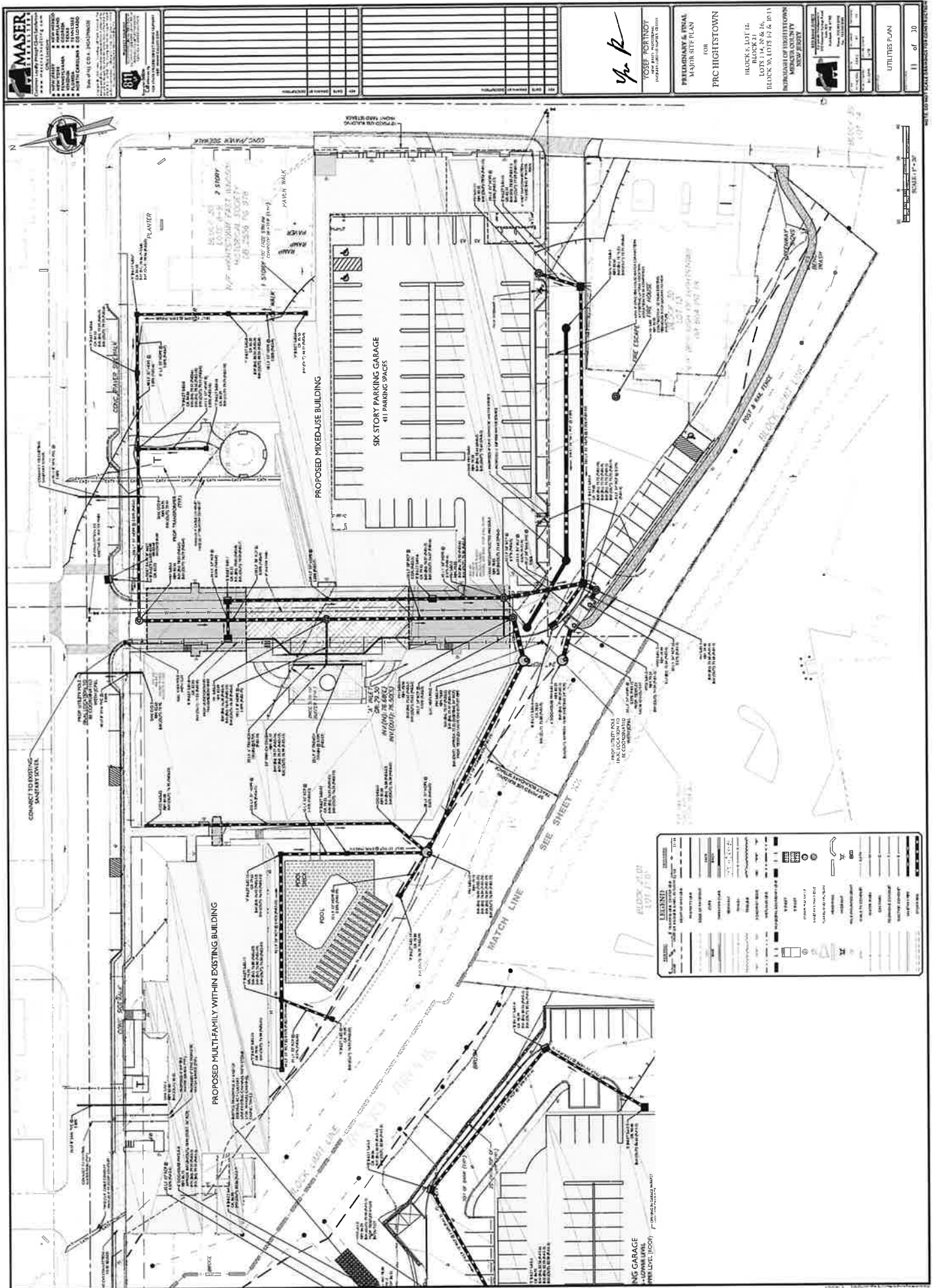


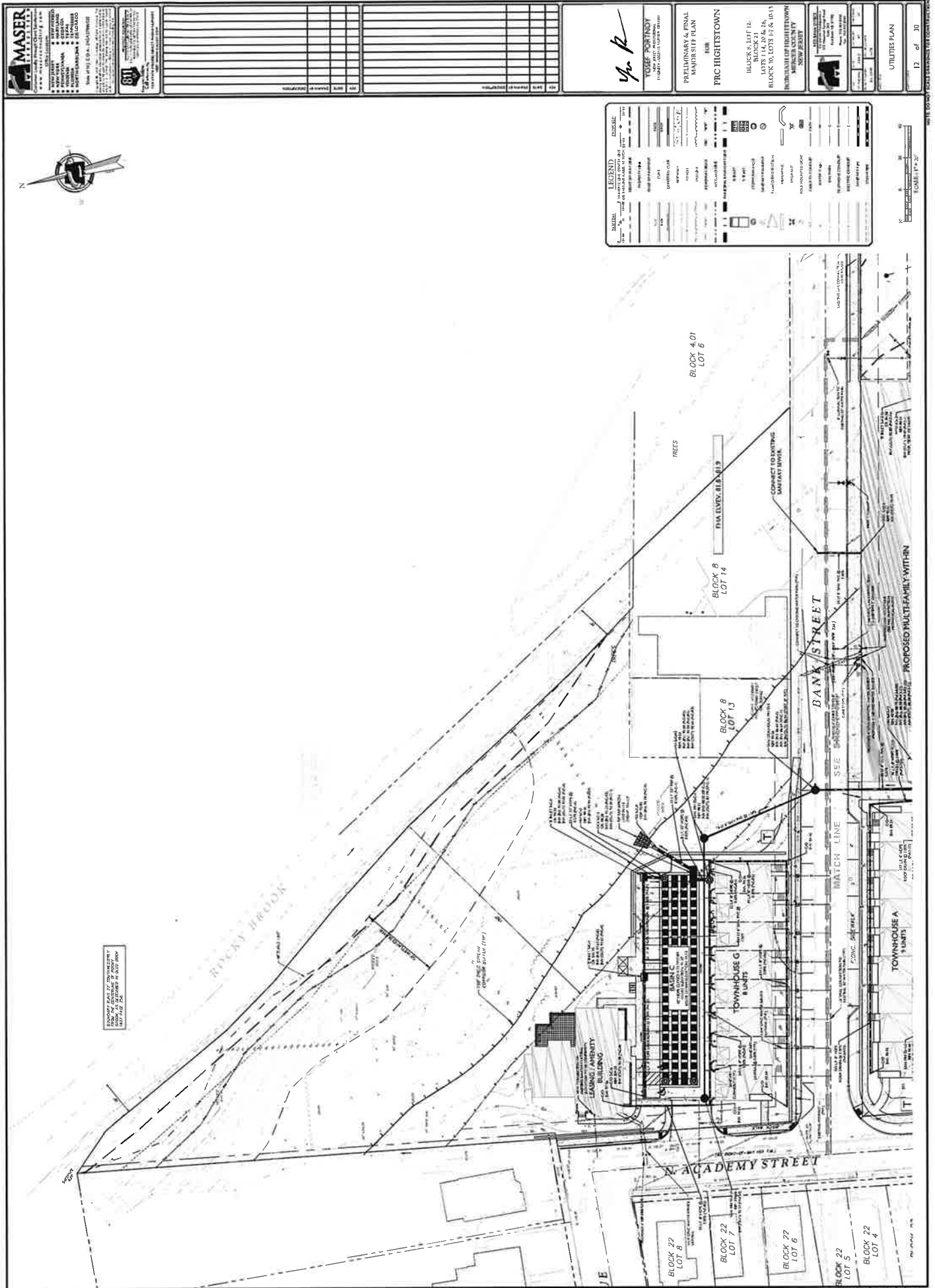




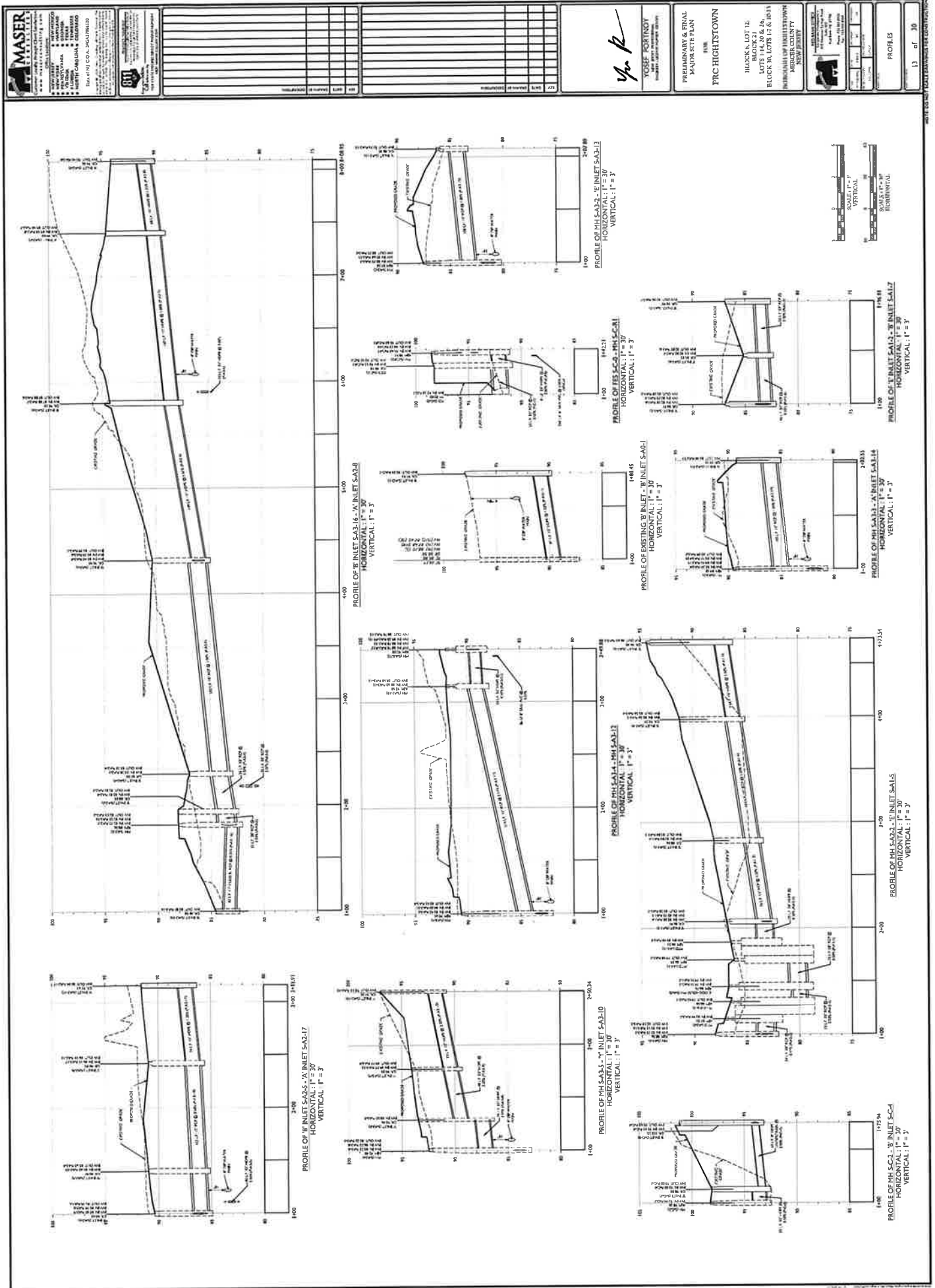


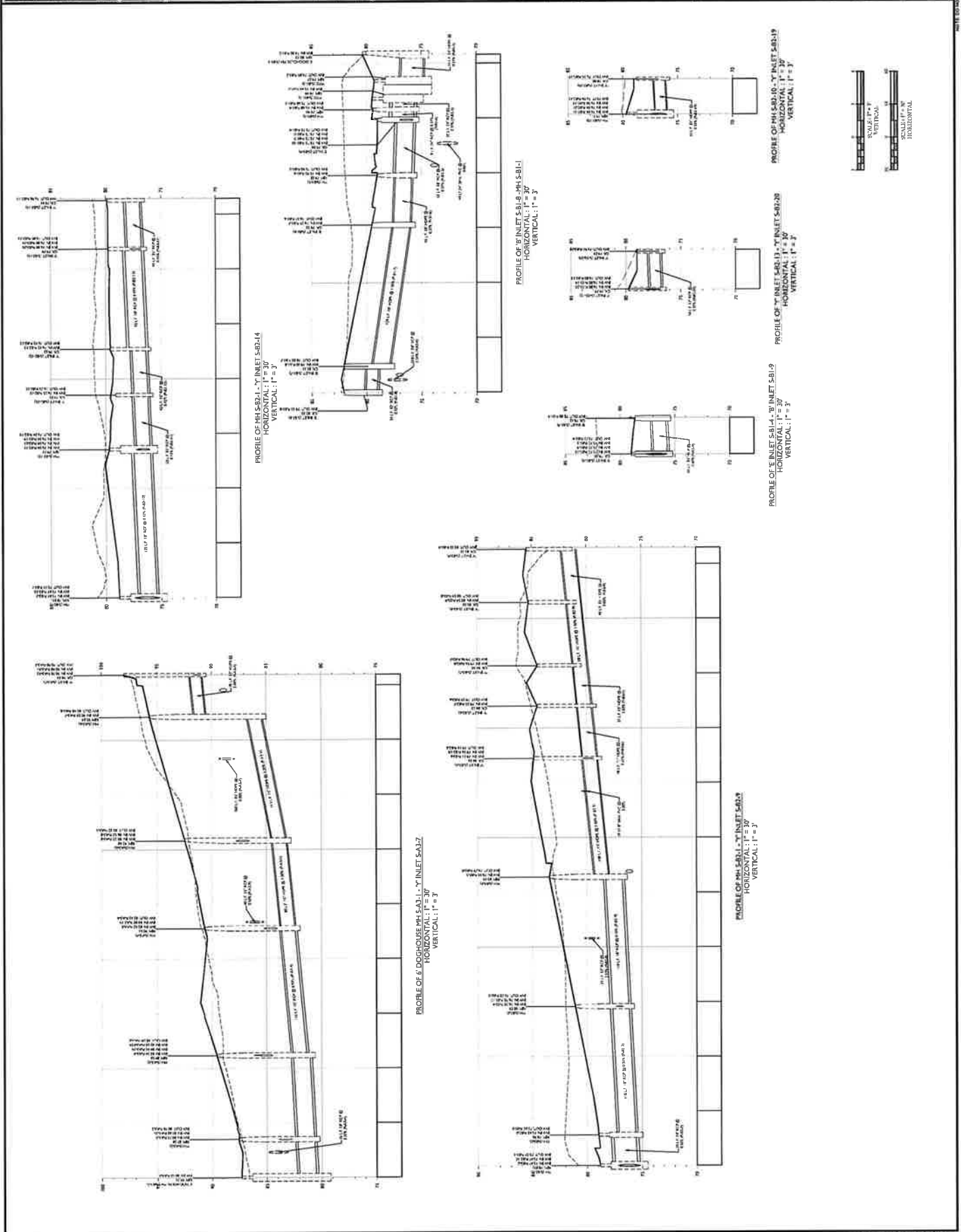


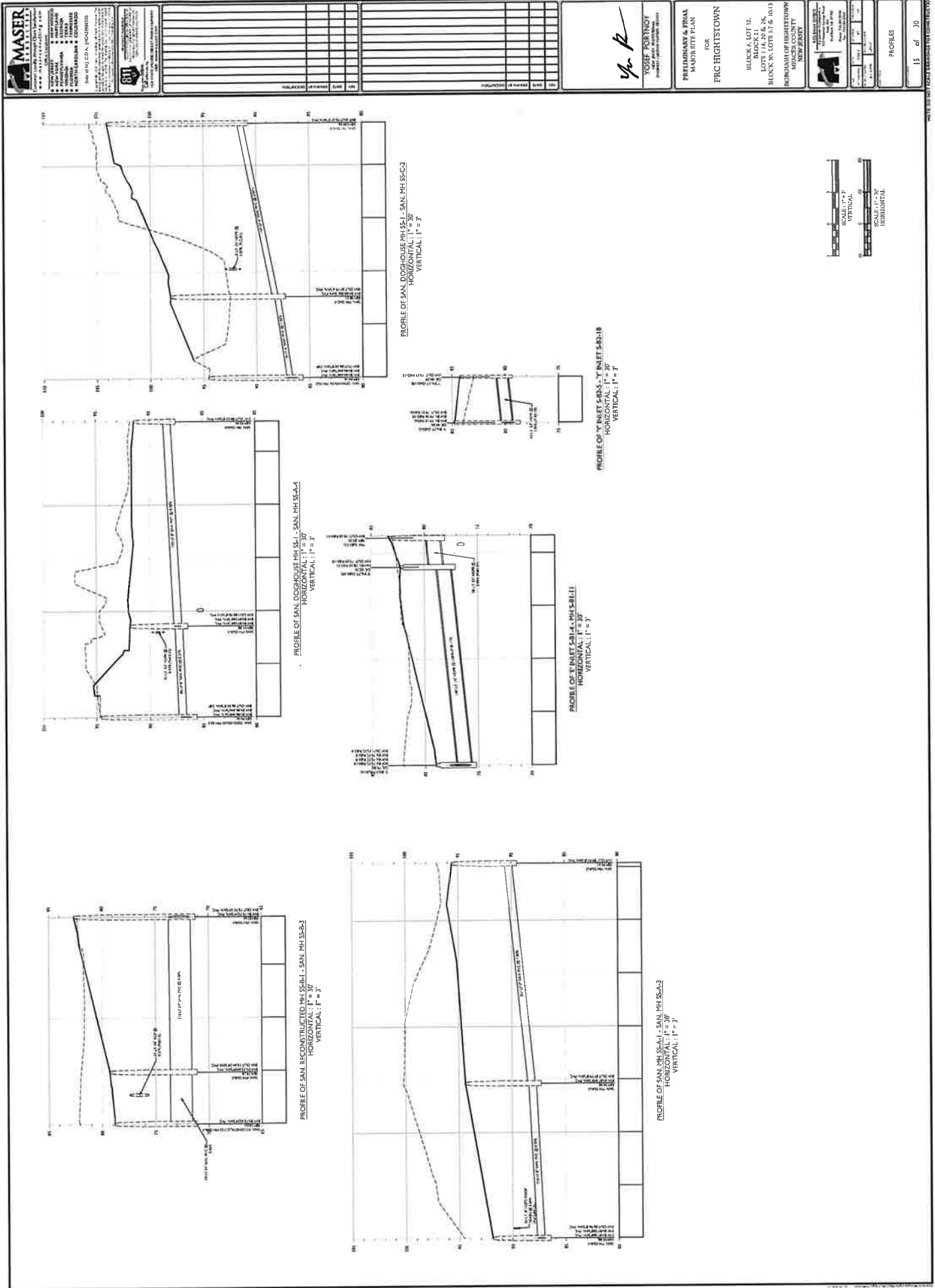




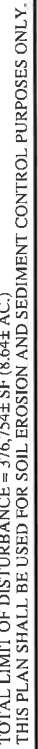












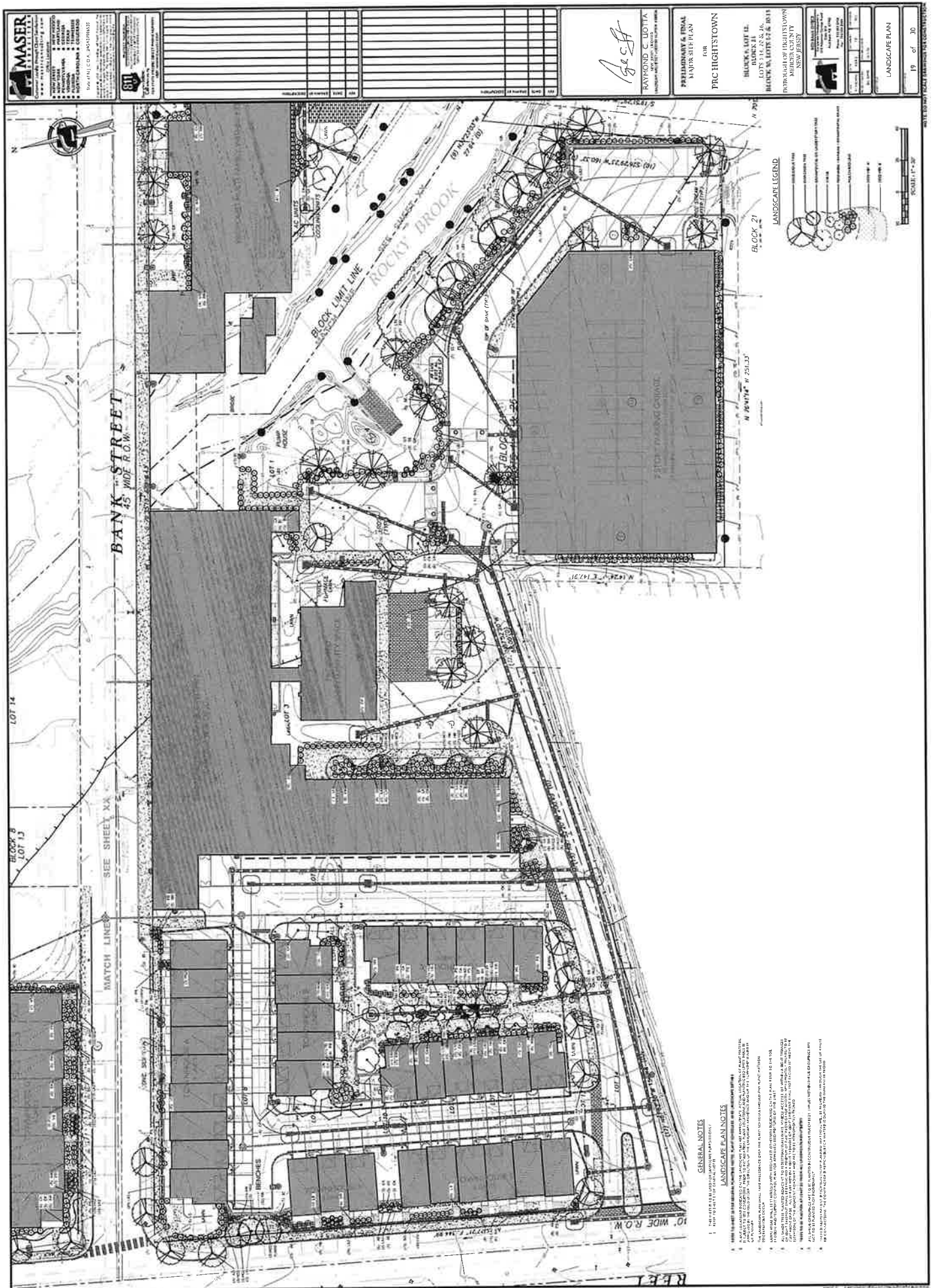




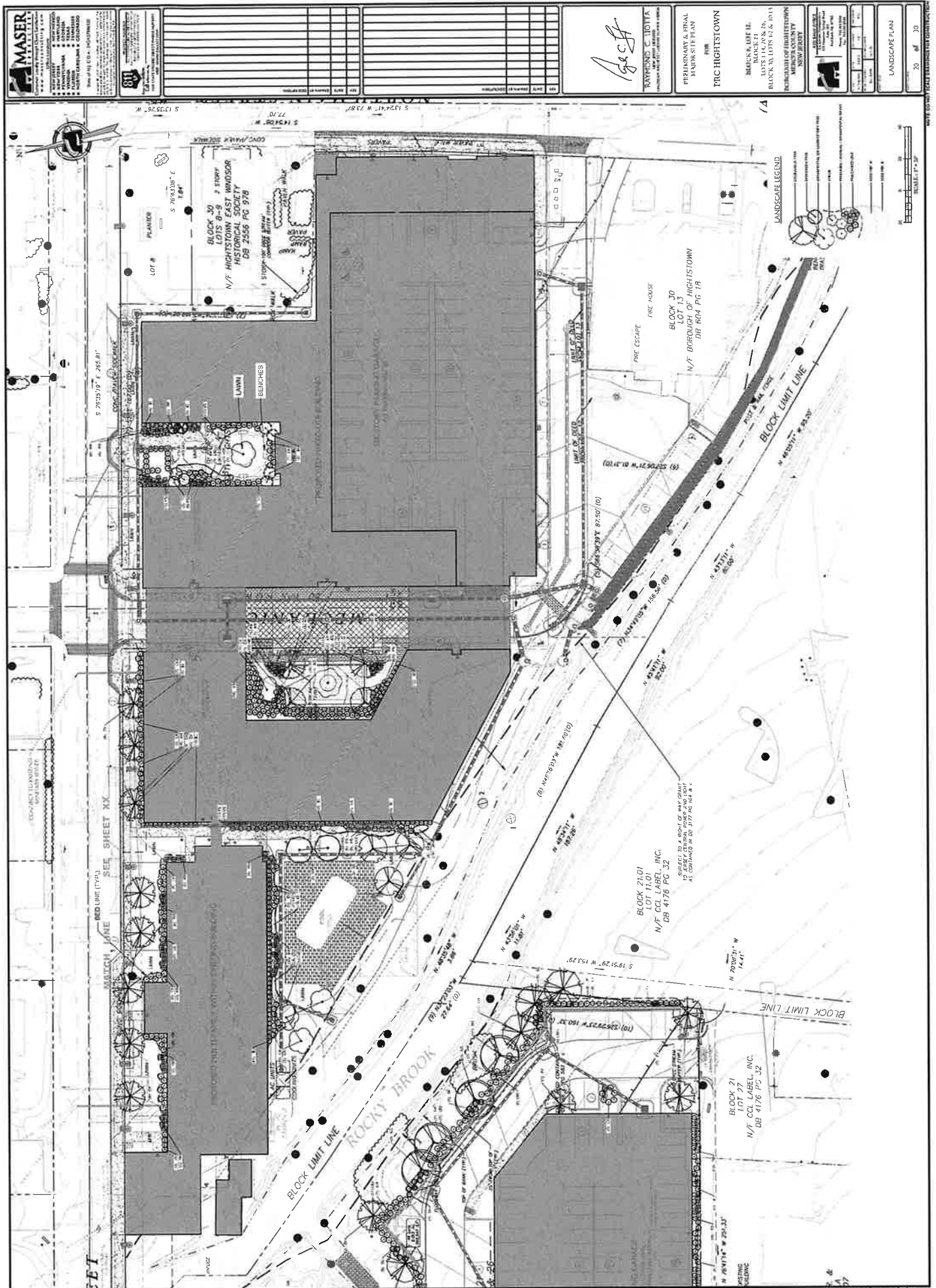














**GENERAL PLANTING NOTES**

- THE PLAN SHALL BE USED FOR LANDSCAPE PLANTING. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTS ASSOCIATION (NLA) STANDARD SPECIFICATIONS FOR LANDSCAPE ARCHITECTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTS ASSOCIATION (NLA) STANDARD SPECIFICATIONS FOR LANDSCAPE ARCHITECTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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**LANDSCAPE SITE PLAN**

**SECTION 1: DECIDUOUS TREE SLOPE PLANTING DETAIL**

**SECTION 2: EVERGREEN TREE SLOPE PLANTING DETAIL**

**SECTION 3: DECIDUOUS TREE PLANTING DETAIL**

**SECTION 4: EVERGREEN TREE PLANTING DETAIL**

**SECTION 5: SHRUB PLANTING DETAIL**

**SECTION 6: GROUND COVER PLANTING DETAIL**

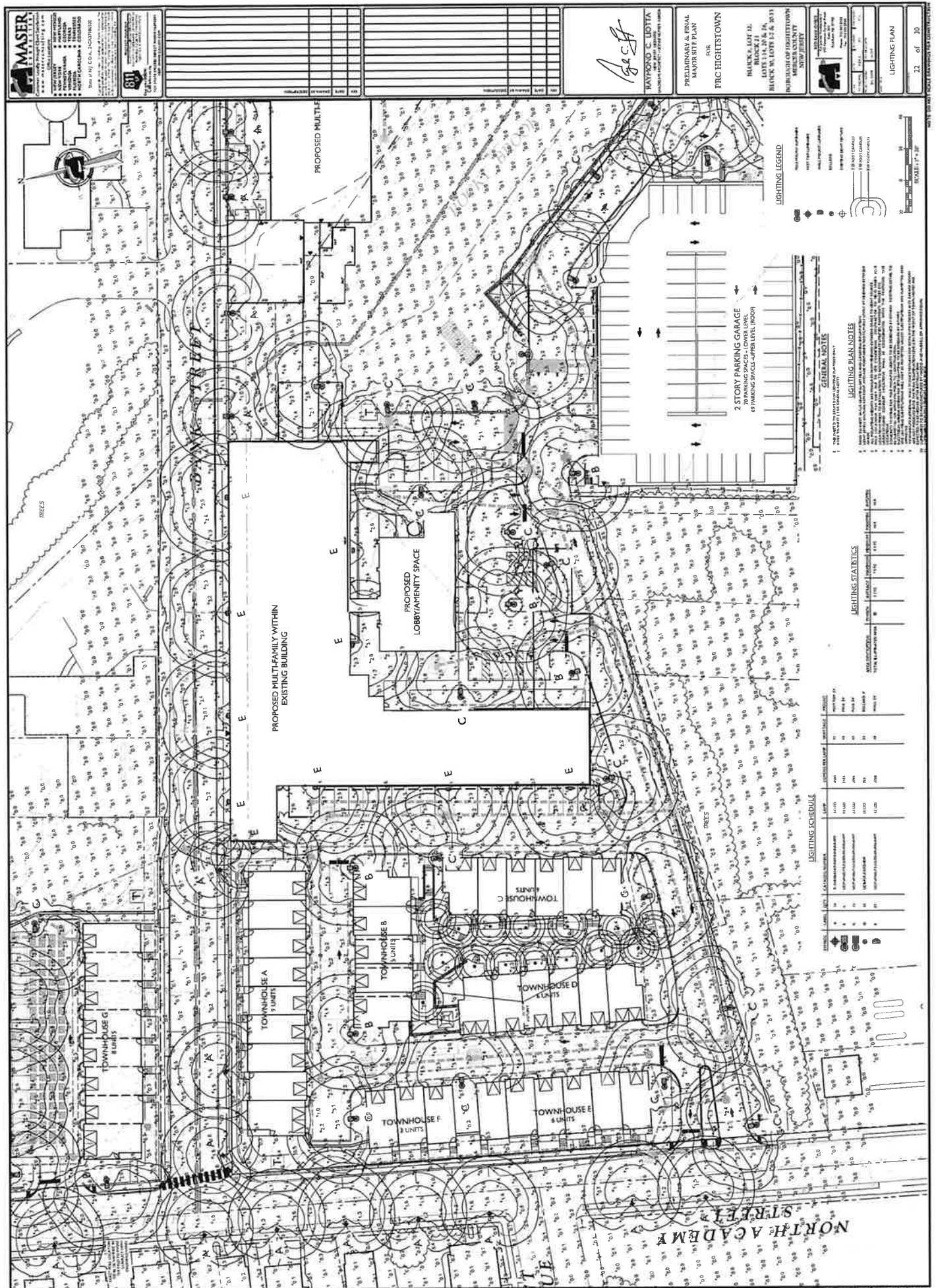
**TABLE OF CONTENTS**

SECTION	DESCRIPTION	PAGE
1	DECIDUOUS TREE SLOPE PLANTING DETAIL	1
2	EVERGREEN TREE SLOPE PLANTING DETAIL	2
3	DECIDUOUS TREE PLANTING DETAIL	3
4	EVERGREEN TREE PLANTING DETAIL	4
5	SHRUB PLANTING DETAIL	5
6	GROUND COVER PLANTING DETAIL	6

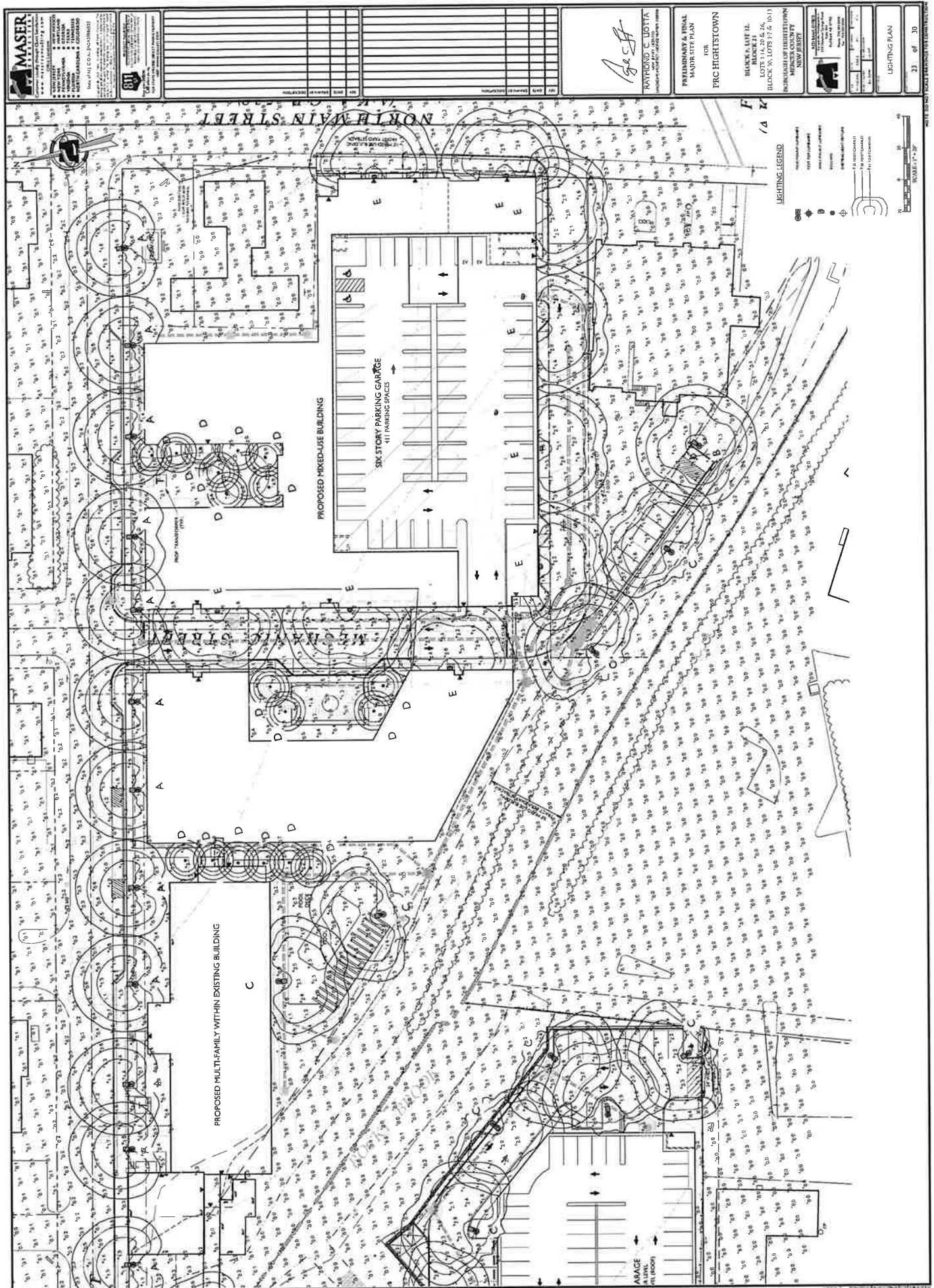
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 LOCATION: [Location]  
 DATE: [Date]  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]











[illegible]

[illegible]



Yr R

X

DATE OF NEXT BOARD MEETING: 14 OCTOBER 2011







**EXHIBIT 1-B**

**MINOR SUBDIVISION PLAT**

[See attached]

**EXHIBIT  
1-B**

**Filed Subdivision**



**GENERAL NOTES**

1. THIS PLAT IS A PRELIMINARY PLAT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION HEREON. THE INFORMATION HEREON IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION HEREON.
2. THE INFORMATION HEREON IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION HEREON.
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10. THE INFORMATION HEREON IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION HEREON.

**PROPERTY OWNERS**

SEE SHEET 2 FOR ZONING DATA

**PROPERTY OWNERS**

1. [Name]  
2. [Name]  
3. [Name]  
4. [Name]  
5. [Name]  
6. [Name]  
7. [Name]  
8. [Name]  
9. [Name]  
10. [Name]



**CERTIFIED PROPERTY OWNERS LIST**

FLOOD HAZARD AREA LINE TABLE

Case	Age	Sex	Duration of illness	Site of lesion	Pathological findings	Microscopic findings	Immunohistochemical findings	Diagnosis
1	65	M	10 years	Right parietal lobe	Large, well-circumscribed, solid, grayish-white mass	Neurons with eosinophilic cytoplasm and prominent nucleoli	Neurons positive for GFAP, S-100, and NeuN	Neuroblastoma
2	62	M	10 years	Right parietal lobe	Large, well-circumscribed, solid, grayish-white mass	Neurons with eosinophilic cytoplasm and prominent nucleoli	Neurons positive for GFAP, S-100, and NeuN	Neuroblastoma
3	71	M	10 years	Right parietal lobe	Large, well-circumscribed, solid, grayish-white mass	Neurons with eosinophilic cytoplasm and prominent nucleoli	Neurons positive for GFAP, S-100, and NeuN	Neuroblastoma
4	66	M	10 years	Right parietal lobe	Large, well-circumscribed, solid, grayish-white mass	Neurons with eosinophilic cytoplasm and prominent nucleoli	Neurons positive for GFAP, S-100, and NeuN	Neuroblastoma
5	65	M	10 years	Right parietal lobe	Large, well-circumscribed, solid, grayish-white mass	Neurons with eosinophilic cytoplasm and prominent nucleoli	Neurons positive for GFAP, S-100, and NeuN	Neuroblastoma
6	65	M	10 years	Right parietal lobe	Large, well-circumscribed, solid, grayish-white mass	Neurons with eosinophilic cytoplasm and prominent nucleoli	Neurons positive for GFAP, S-100, and NeuN	Neuroblastoma
7	65	M	10 years	Right parietal lobe	Large, well-circumscribed, solid, grayish-white mass	Neurons with eosinophilic cytoplasm and prominent nucleoli	Neurons positive for GFAP, S-100, and NeuN	Neuroblastoma
8	65	M	10 years	Right parietal lobe	Large, well-circumscribed, solid, grayish-white mass	Neurons with eosinophilic cytoplasm and prominent nucleoli	Neurons positive for GFAP, S-100, and NeuN	Neuroblastoma
9	65	M	10 years	Right parietal lobe	Large, well-circumscribed, solid, grayish-white mass	Neurons with eosinophilic cytoplasm and prominent nucleoli	Neurons positive for GFAP, S-100, and NeuN	Neuroblastoma
10	65	M	10 years	Right parietal lobe	Large, well-circumscribed, solid, grayish-white mass	Neurons with eosinophilic cytoplasm and prominent nucleoli	Neurons positive for GFAP, S-100, and NeuN	Neuroblastoma

BIOGRAPHICAL DATA		
NAME	AGE	SEX
1. J. A. Smith	25	M
2. J. B. Jones	28	M
3. J. C. Brown	30	M
4. J. D. White	32	M
5. J. E. Black	35	M
6. J. F. Green	38	M
7. J. G. Hall	40	M
8. J. H. King	42	M
9. J. I. Lee	45	M
10. J. J. Miller	48	M
11. J. K. Davis	50	M
12. J. L. Wilson	52	M
13. J. M. Moore	55	M
14. J. N. Taylor	58	M
15. J. O. Anderson	60	M
16. J. P. Thomas	62	M
17. J. Q. Jackson	65	M
18. J. R. Martin	68	M
19. J. S. Thompson	70	M
20. J. T. Garcia	72	M
21. J. U. Martinez	75	M
22. J. V. Hernandez	78	M
23. J. W. Lopez	80	M
24. J. X. Gonzalez	82	M
25. J. Y. Rodriguez	85	M
26. J. Z. Ramirez	88	M
27. J. A. Torres	90	M
28. J. B. Flores	92	M
29. J. C. Rivera	95	M
30. J. D. Gomez	98	M
31. J. E. Lopez	100	M
32. J. F. Gomez	102	M
33. J. G. Gomez	105	M
34. J. H. Gomez	108	M
35. J. I. Gomez	110	M
36. J. J. Gomez	112	M
37. J. K. Gomez	115	M
38. J. L. Gomez	118	M
39. J. M. Gomez	120	M
40. J. N. Gomez	122	M
41. J. O. Gomez	125	M
42. J. P. Gomez	128	M
43. J. Q. Gomez	130	M
44. J. R. Gomez	132	M
45. J. S. Gomez	135	M
46. J. T. Gomez	138	M
47. J. U. Gomez	140	M
48. J. V. Gomez	142	M
49. J. W. Gomez	145	M
50. J. X. Gomez	148	M
51. J. Y. Gomez	150	M
52. J. Z. Gomez	152	M
53. J. A. Gomez	155	M
54. J. B. Gomez	158	M
55. J. C. Gomez	160	M
56. J. D. Gomez	162	M
57. J. E. Gomez	165	M
58. J. F. Gomez	168	M
59. J. G. Gomez	170	M
60. J. H. Gomez	172	M
61. J. I. Gomez	175	M
62. J. J. Gomez	178	M
63. J. K. Gomez	180	M
64. J. L. Gomez	182	M
65. J. M. Gomez	185	M
66. J. N. Gomez	188	M
67. J. O. Gomez	190	M
68. J. P. Gomez	192	M
69. J. Q. Gomez	195	M
70. J. R. Gomez	198	M
71. J. S. Gomez	200	M
72. J. T. Gomez	202	M
73. J. U. Gomez	205	M
74. J. V. Gomez	208	M
75. J. W. Gomez	210	M
76. J. X. Gomez	212	M
77. J. Y. Gomez	215	M
78. J. Z. Gomez	218	M
79. J. A. Gomez	220	M
80. J. B. Gomez	222	M
81. J. C. Gomez	225	M
82. J. D. Gomez	228	M
83. J. E. Gomez	230	M
84. J. F. Gomez	232	M
85. J. G. Gomez	235	M
86. J. H. Gomez	238	M
87. J. I. Gomez	240	M
88. J. J. Gomez	242	M
89. J. K. Gomez	245	M
90. J. L. Gomez	248	M
91. J. M. Gomez	250	M
92. J. N. Gomez	252	M
93. J. O. Gomez	255	M
94. J. P. Gomez	258	M
95. J. Q. Gomez	260	M
96. J. R. Gomez	262	M
97. J. S. Gomez	265	M
98. J. T. Gomez	268	M
99. J. U. Gomez	270	M
100. J. V. Gomez	272	M
101. J. W. Gomez	275	M
102. J. X. Gomez	278	M
103. J. Y. Gomez	280	M
104. J. Z. Gomez	282	M
105. J. A. Gomez	285	M
106. J. B. Gomez	288	M
107. J. C. Gomez	290	M
108. J. D. Gomez	292	M
109. J. E. Gomez	295	M
110. J. F. Gomez	298	M
111. J. G. Gomez	300	M
112. J. H. Gomez	302	M
113. J. I. Gomez	305	M

[illegible]

TABLE 30. CONT'D.			
STATE	1990-91	1991-92	1992-93
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13	1.00	1.00	1.00
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73	1.00	1.00	1.00
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78	1.00	1.00	1.00
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81	1.00	1.00	1.00
82	1.00	1.00	1.00
83	1.00	1.00	1.00
84	1.00	1.00	1.00
85	1.00	1.00	1.00
86	1.00	1.00	1.00
87	1.00	1.00	1.00
88	1.00	1.00	1.00
89	1.00	1.00	1.00
90	1.00	1.00	1.00
91	1.00	1.00	1.00
92	1.00	1.00	1.00
93	1.00	1.00	1.00
94	1.00	1.00	1.00
95	1.00	1.00	1.00
96	1.00	1.00	1.00
97	1.00	1.00	1.00
98	1.00	1.00	1.00

ZONE DATA:

[illegible]

### ZONE DATA:

[illegible]

CERTIFIED R.O.W. & UTILITY OWNERS LIST

[illegible][illegible]

**EXHIBIT 2-A**

**REDEVELOPMENT PLAN (AS OF AUGUST 3, 2020)**

[See attached]



# Bank Street Redevelopment Plan



**JULY 20, 2020**

Hightstown Borough, Mercer County, New Jersey

**Clarke Caton Hintz** | 100 BARRACK STREET | TRENTON, NJ | 08608



# Bank Street Redevelopment Plan

## Sub-Area 1 of the Main Street Redevelopment Plan

### Hightstown Borough, Mercer County, New Jersey

Prepared for Hightstown Borough by:

**Clarke Caton Hintz, P. C.**



---

Brian Slaugh, PP, AICP

Principal

PP License 3743



---

Donna Miller, PP, AICP

Planner

PP License 5919

*A signed and sealed copy is available at the municipal building.*



### **BOROUGH COUNCIL**

Lawrence D. Quattrone, Mayor

Dimitri Musing, Council President

Susan Bluth, Councilwoman

Joseph Cicalese, Councilman

Joshua Jackson, Councilman

Steven Misiura, Councilman

Charles L. Stults, Councilman

### **STAFF**

Debra L. Sopronyi, RMC/CMC, QPA, CMR, Borough Administrator/Clerk

Peggy Riggio, RMC/CMR, Deputy Clerk

Frederick Raffeto, Esq., Borough Attorney

Carmela Roberts, PE, CME, Borough Engineer

Brian Slaugh, PP, AICP, Borough Planner

### **ACKNOWLEDGEMENTS**

James Constantine, PP, AICP

Christopher Cosenza, PP, AICP, LEED AP

William Feinberg, RA, AIA

Nicholas Perrotto





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## INTRODUCTION

The primary purpose of the Bank Street Redevelopment Plan (the “Redevelopment Plan”) is to provide a formula for improvement, investment and transformation of the redevelopment areas designated by the Borough of Hightstown. The recommendations contained within this document provide a structure for both physical improvements to the lands and structures within the designated areas as well as policies to guide the redevelopment.

### **NJ LRHL:**

#### ***Redevelopment Process***

- Borough Council directs the Planning Board to undertake a preliminary investigation to determine whether or not an identified area requires redevelopment.
- Planning Board conducts an investigation and holds a public hearing on the proposed redevelopment-area designation.
- Based on the Planning Board’s recommendation, Borough Council may designate all or some of the study area as an “area in need of redevelopment”.
- The Borough Council either prepares a redevelopment plan for the area, or directs the Planning Board to prepare the plan.
- The Borough Council adopts the redevelopment plan.
- The Borough Council or other public agency / authority is designated as the “redevelopment entity” to oversee the implementation of the redevelopment plan.
- The redevelopment entity selects a redeveloper(s) to undertake a project(s) that implements the plan.

### **History and Background**

The designation of the redevelopment areas began in 2003, when the Borough of Hightstown determined that the Main Street Redevelopment Area, defined as “the southern side of Bank Street from North Main Street to North Academy Street; the western side of South Academy Street from Rogers Avenue to Railroad Avenue; all parcels fronting on the eastern side of Mercer Street from West Ward Avenue to South Main Street and including the right-of-way; the block bound by Main Street, Stockton Street, Railroad Avenue and Rogers Avenue and the right-of-way of Railroad Avenue, and, the area on the eastern side of Main Street from the Borough parking lot to and including the walking bridge over the Peddie Lake dam” qualified as an Area in Need of Redevelopment (ANR) under the criteria in New Jersey’s Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq. or “LRHL”).

The Borough of Hightstown subsequently adopted a redevelopment plan in 2004, which was further amended in 2006. The redevelopment plan divided the redevelopment area into three (3) sub-areas, including “Sub-Area 1 (Bank Street)” which was described as a “proposed mixed use redevelopment project that includes the southern side of Bank Street from North Main Street to North Academy Street, the eastern side of North Academy Street, and the western side of North Main Street from the Firehouse to Bank Street. The Sub-Area includes Block 30, Lots 1-13; and Block 21, Lots 1-14 & 26”. Ultimately two different developers were designated, however neither one undertook any of the redevelopment activities proposed in the adopted plan.

### **Redevelopment Area Expansion**

In 2018, the PRC Group acquired several tracts from the designated redeveloper and began negotiations with the Borough to consider expanding the redevelopment area. In June 2019, the Borough began a preliminary investigation to determine whether additional

#### ***Bank Street Redevelopment Plan***

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

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*Draft Bank Street Redevelopment Plan\_for Adoption*

lands, abutting the previously designated redevelopment area would also qualify as Area in Need of Redevelopment pursuant to the criteria established by the “LRHL”. Block 8, Lots 12-14, and Block 18, Lots 8-12, on the north side of Bank Street, opposite from the existing redevelopment area, were investigated for conditions that would qualify them as an Area in Need of Redevelopment. The Planning Board found that the statutory criteria was met for the additional areas under N.J.S.A. 40A:12A-5. In December 2019, the Hightstown Borough Council accepted the Planning Board’s recommendations and formally designated the additional lands as an Area in Need of Redevelopment. On the following page is a map indicating the three Sub-Areas of the Main Street Redevelopment Plan, including the expanded area of Sub-Area 1. This plan, the Bank Street Redevelopment Plan, is synonymous with the expanded area of Sub-Area 1 of the greater redevelopment areas of the Borough of Hightstown.

### Redevelopment Plan Process

A new redevelopment plan which takes into account all of the land areas designation as in need of redevelopment must be created and adhere to the following procedures for adoption:

- The Borough Council directs the Borough Planner to prepare a redevelopment plan;
- The Borough Council refers the redevelopment plan to the Planning Board for review and comment;
- The Planning Board has 45 days to review the proposed redevelopment plan and prepare a report offering its recommendations; and,
- The Borough Council holds a public hearing on the redevelopment plan and, taking into consideration the recommendations of the Planning Board, may adopt the redevelopment plan through an adopting ordinance.

### Plan Components

The Redevelopment Plan includes the following components as required by N.J.S.A. 40A:12A-7.a-f:

- Redevelopment Goals and Objectives;
- Proposed Land Uses and Design Concepts;
- Redevelopment Regulations and Standards;
- Relationship of the Redevelopment Plan to Other Plans;

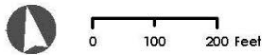
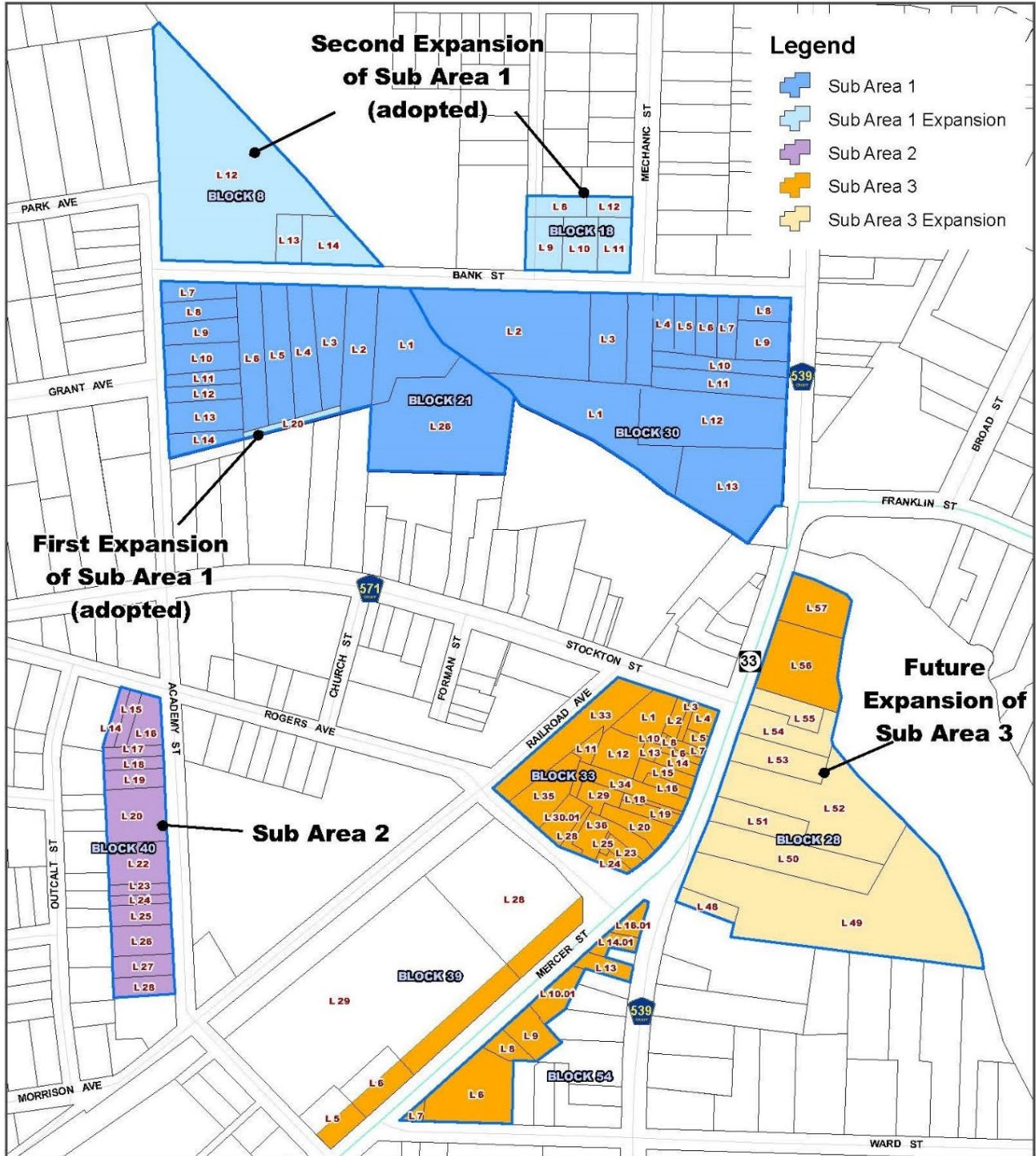
### Redevelopment Plan: *Required Elements (N.J.S.A. 40A:12A-7.a)*

- The plan’s relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
- Proposed land uses and building requirements in the project area.
- Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.
- An identification of any property within the redevelopment area that is proposed to be acquired in accordance with the redevelopment plan.
- The relationship of the plan to the master plans of contiguous municipalities, the master plan of the county in which the municipality is located, and the State Development and Redevelopment Plan.
- Pursuant to N.J.S.A. 40A:12A-7.c., the Redevelopment Plan must also describe its relationship to pertinent municipal development regulations as defined in the “Municipal Land Use Law”, N.J.S.A. 40:55D-1 *et seq.*

### **Bank Street Redevelopment Plan**

- Property Acquisition; and
- Provision of Affordable Housing and Replacement, if needed.





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Architecture  
Planning  
Landscape Architecture

MAIN STREET REDEVELOPMENT AREA

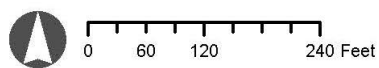
## Bank Street Redevelopment Plan

LOCATION:  
Hightstown Borough, Mercer County, NJ

DATE:  
February 2020

**Bank Street Redevelopment Plan**  
HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ  
JULY 20, 2020 | PAGE 4  
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Planning  
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BANK STREET REDEVELOPMENT PLAN

# Environmental Constraints

LOCATION:  
Borough of Hightstown, Mercer County, New Jersey

DATE:  
February 2020

**Bank Street Redevelopment Plan**

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

JULY 20, 2020 | PAGE 5

Draft Bank Street Redevelopment Plan for Adoption

## REDEVELOPMENT PLAN GOALS AND OBJECTIVES

The primary purpose of the Bank Street Redevelopment Plan is to alleviate the existing conditions found in the Redevelopment Area and support the use of property to better serve the public health, safety, and welfare of the community and the region. More specifically, the Redevelopment Plan provides the framework for improvement, investment and transformation of the Redevelopment Area by establishing standards for development that is compatible with the use, scale, density and design of the downtown, as well as the Borough's historic development patterns.

### Objectives

To achieve this overarching goal, the following goals and objectives are hereby established:

- A. Turn Hightstown into a destination; a place that visitors come to because it is a great place to spend the day, evening or a weekend;
- B. Incorporate elements of the Borough's history into the design of the public spaces, including rug mill features and railroad/train artifacts;
- C. Promote the types of development that deliver better outcomes than existing zoning can currently provide, such as new mixed-use development within the town center;
- D. Provide opportunities for new commercial, municipal, greenway, and residential facilities, including a range of housing types;
- E. Provide a new greenway along Rocky Brook to link existing facilities within the Borough;
- F. Preserve and conserve existing uses, buildings, open spaces and landscape features of locally historic or cultural value;
- G. Apply Master Plan recommendations regarding appropriate uses and transitions between non-residential districts and residential neighborhoods;
- H. Mitigate and improve upon deleterious conditions resulting from blighted, underutilized or poorly designed buildings and land;
- I. Utilize a Smart Growth perspective for new development in the broader context of the region, Borough and neighborhood.

The Redevelopment Plan will facilitate the Borough's efforts to achieve these goals and objectives, and will improve the quality of life for residents and the economic development climate for the entire Borough. The Plan will generate positive psychological effects in the population by converting an existing eyesore into an attractive, mixed-use neighborhood.



## **RELATIONSHIP TO THE HIGHTSTOWN BOROUGH LAND DEVELOPMENT REGULATIONS**

### **Supersedes Existing Zoning**

The allowed uses in this Redevelopment Plan and their associated development regulations shall supersede the use and bulk regulations of the Hightstown Borough Zoning Ordinance and related land development regulations. Where the standards of the redevelopment plan are silent, the regulations of the Land Development Ordinance shall apply to the Redevelopment Area as permitted by N.J.S.A. 40A:12A-7.a(2).

### **Zoning Map**

The zoning map of the Borough of Hightstown shall be amended upon the adoption of this Plan in accordance with N.J.S.A. 40A:12A-7.c to reflect the area encompassed by this redevelopment plan as the Bank Street Redevelopment Area.

## **GENERAL PROVISIONS**

### **Redevelopment Entity**

The Borough Council shall act as the “Redevelopment Entity” pursuant to N.J.S.A. 40A:12A-4.c for purposes of implementing the Bank Street Redevelopment Plan and carrying out redevelopment projects. In doing so, the Borough Council shall have the powers set forth in N.J.S.A. 40A:12A-8 to effectuate all of its duties and responsibilities in the execution and implementation of this Redevelopment Plan.

### **Redeveloper Selection**

The Redevelopment Entity may select redeveloper(s) for the redevelopment of specific sites, blocks, or districts in any number or combination as it deems necessary for one or more projects based on the entity’s experience, financial capacity, ability to meet deadlines, flexibility in meeting market demands within the framework of the Redevelopment Plan, and additional criteria that demonstrate the redeveloper’s ability to implement the goals and objective of the plan. Preference shall be given to existing landowners in the Bank Street Redevelopment Area for designation as a redeveloper.

### **Redevelopment Agreement**

Once a redeveloper has been selected, the Redevelopment Entity shall enter into a redevelopment and/or financial agreement with the redeveloper that comports with the requirements of N.J.S.A. 40A:12A-9.

Any development or construction within the redevelopment area shall be undertaken in accordance with a contractual redevelopment agreement between the Redevelopment Entity and a municipally designated redeveloper or redevelopers, which may include optional provisions as mutually determined. The Redevelopment Agreement shall be in full force and effect prior to the redeveloper

### **Redeveloper Agreement: Optional Provisions**

- Interim and final redeveloper designations;
- Terms for dispute resolution;
- Allowance for changes in the agreement should a “force majeure” event occur;
- A guarantee of performance by the redeveloper to ensure completion of the project and that other obligations of the agreement are met;
- Any sharing of costs between the public and private entities;
- Default and termination clauses and their remedies for failure to perform by the redeveloper;
- Provisions that specify allowed deviations from the development plan regulations, excepting the use regulations;
- Provisions addressing Payments in Lieu of Taxes or other tax abatement and impact mitigation provisions;
- Transfer of development and other rights of the redeveloper;
- Development pro-forma;
- Affordable housing obligations or fees to the extent required by law; and
- Any other clause deemed necessary to effectuate the Redevelopment Plan by the Redevelopment Entity or that are required to be included under *N.J.S.A. 40A:12A-9*.

making application to the Planning Board for any general development plan, conditional use, site plan or subdivision approval.

### **Effect of Redevelopment Agreement**

The execution of the Redevelopment Agreement shall convey the right to prepare a site plan or subdivision application for development to the Hightstown Planning Board in accordance with the terms of the Redevelopment Agreement and Redevelopment Plan, among other rights that may be granted by the Redevelopment Entity. In addition, the execution of the Redevelopment Agreement shall establish the period of time as such rights to develop under the terms and conditions of the Redevelopment Plan shall be granted. Nothing herein shall prevent the Redevelopment Entity and redeveloper from mutually agreeing to an amendment of the Redevelopment Plan as it affects the redeveloper’s property from time to time or at any time.

### **Staff Employment**

The Redevelopment Entity may employ or contract for and fix compensation of such experts and other staff and services as it may deem necessary, including, but not limited to, architecture, economic forecasting, engineering, environmental, landscape architecture, legal, market analysis, planning, and transportation consulting services. The Redevelopment Entity, however, shall not authorize expenditures which exceed, exclusive of gifts, grants or escrow accounts, the amounts appropriated for redevelopment purposes.

### **Bank Street Redevelopment Plan**





Clarke Caton Hintz



Architecture

Planning

Landscape Architecture

BANK STREET REDEVELOPMENT PLAN

## Conceptual Layout Plan

LOCATION:  
Hightstown Borough, Mercer County, NJ

DATE:  
June 2020

SOURCE:  
Looney Ricks Kiss, NJ DEP

### ***Bank Street Redevelopment Plan***

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

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*Draft Bank Street Redevelopment Plan for Adoption*

## LAND USES IN THE BANK STREET REDEVELOPMENT AREA

The proposed land use in the redevelopment area is primarily residential, including multifamily dwellings in the two historic mill buildings, townhouses and mixed residential-commercial development. These are to be supplemented by surface and structured parking and recreational amenities. Leasing and property management offices serving the development are also anticipated to be accommodated within the redevelopment area. It is anticipated that no more than 398 dwelling units will be constructed within the entirety of the redevelopment area, including two single family detached dwellings which would adjoin existing residences on the western edge of the redevelopment area.

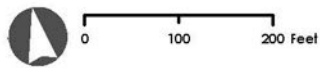
On the southern flank of the redevelopment area, on N. Main Street, the Hightstown Engine Company is expected remain in their existing building. A mixed use building containing multifamily dwelling units, recreation and other amenities/services for the use of residents is envisioned on N. Main Street. Non-residential uses intended for this location include public display space, such as a gallery/museum, and a boutique hotel. A parking garage, incorporated into the mixed use building, shall serve residents of the multi-family units and the general public while also providing some parking for the Hightstown Engine Company. Public and quasi-public uses, such as the Hightstown East Windsor Historical Society and Hightstown First Aid Squad, are expected to remain within the redevelopment area; new facilities may be constructed for the First Aid Squad, while the Historical Society facilities may be relocated to another site within the redevelopment area.

Within the core of the redevelopment area, multi-family apartments are anticipated to be developed within the historic brick and concrete mill buildings. These structures may be expanded to accommodate recreational or other amenities to serve their residents.

On the northern and western edges of the redevelopment area, townhouses provide a transition between the multi-family development and the existing residential neighborhood along N. Academy Street.

Fully realized, the Redevelopment Plan would result in the demolition of the vacant and dilapidated municipal building on N. Main Street, the Willis house and the ancillary metal buildings associated with the former rug mill, replacing them with a diverse stock of housing that preserves the historic mill buildings and expands recreation and open space along Rocky Brook.





Clarke Caton Hintz

Architecture  
Planning  
Landscape Architecture

BANK STREET REDEVELOPMENT PLAN

## Tract Map

LOCATION:  
Hightstown Borough, Mercer County, NJ

DATE:  
February 2020

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## PERMITTED USES, BULK REGULATIONS & ADDITIONAL STANDARDS

### Redevelopment Area Sub-Zones

The Bank Street Redevelopment Area is composed of areas exhibiting differences in its planned intensity and nature of development. To address these differences, the regulations in the Redevelopment Area have been calibrated to reflect these conditions and the Plan's objectives. To that end, the Redevelopment Area is divided into four tracts, A through D, encompassing the following blocks and lots:

Tract A: Block 21, Lots 1-14, 20 and 26 (Brick Mill Building, Metal Warehouse)

Tract B: Block 30, Lots 1-13 (Concrete Mill Building, Municipal Building, Firehouse and Historical Society)

Tract C: Block 8, Lots 12-14 (Willis House, Hightstown First Aid Squad)

Tract D: Block 18, Lots 8-12 (Public Works)

The tracts provide the geographical basis for the use and development regulations that follow.

### Tract A Sub-Zone

The intent for the Tract A Sub-zone is to retain the historic brick mill building and metal footbridge and redevelop the area of the former metal warehouse building (demolished) at the west end of the Tract with residential uses. A maximum of 130 dwelling units is permitted within the Tract.

**Permitted Principal Uses:** Any of the following principal uses are permitted within buildings, individually or in combination with any other permitted use or uses. Multiple principal uses are permitted.



Figure 1 Brick Mill Building

1. Multi-family dwelling units within the existing brick mill building; which may be accomplished through adaptive re-use, additions, expansions and/or extensions to the existing building.

2. Townhouses.

**Bulk Standards:** The following area and bulk standards shall apply specifically to Tract A:

1. Tract Requirements:

a. Maximum Building Coverage: 35% of the tract.

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2. Multi-family Building Requirements:
  - a. The footprint of the historic brick mill building will be retained. Any addition, expansion and/or extension to the building shall maintain the existing setbacks along Bank Street. Any vertical extension shall be stepped back a minimum of 15 feet from the Bank Street façade of the floor below.
  - b. Maximum Building Height: Four (4) stories.
3. Townhouse Requirements:
  - a. Minimum Front Yard Setback from Bank Street: 10 feet.
  - b. Minimum Front Yard Setback from North Academy Street: 10 feet.
  - c. Minimum Building Setback from all other Tract boundary lines: 30 feet.
  - d. Minimum spacing between front of townhouse building to front of townhouse building: 30 feet.
  - e. Minimum spacing between front of townhouse building to side of townhouse building: 20 feet.
  - f. Minimum Distance between the side of a townhouse building to side of townhouse building: 10 feet.
  - g. Minimum spacing between side or rear of townhouse building to rear of townhouse building: 30 feet.
  - h. Minimum spacing between two rear faces of townhouse buildings: 30 feet.
  - i. Maximum Building Height: Two and a half (2½) stories facing a public street and three (3) stories in any other location.
4. Structured Parking Garage Requirements:
  - a. Maximum Height: Two (2) levels.
  - b. Minimum Setback from Tract boundary lines: 5 feet.



## Tract B Sub-Zone

The intent for the Tract B Sub-zone is to retain the existing Hightstown Engine Company building and the historic concrete mill building while redeveloping the remaining area, including the vacant municipal building and the Hightstown East Windsor Historic Society property. The public right-of-way of Mechanic Street within this tract shall be vacated, however a public access easement is to be provided to permit access to the parking garage and an alternate access for the Engine Company. A maximum of 258 dwelling units are permitted within the Tract.



Figure 2 Concrete Mill Building

**Permitted Principal Uses.** Any of the following principal uses are permitted within buildings, individually or in combination with any other permitted use or uses. Multiple principal uses are permitted.

- i. Mixed-use buildings which may contain any combination of the following uses:
  - a. Multi-family dwelling units.
  - b. Museum and gallery spaces.
  - c. Studios for the visual and performing arts including performance and gallery spaces.
  - d. Resident / Guest services.
  - e. Personal and other business services.
  - f. Restaurants and other places to eat and drink.
  - g. Banks and financial institutions.
  - h. Offices and workspaces, including shared and co-working spaces.
  - i. Boutique Hotel, limited to a maximum of 36 rooms or suites.
  - j. Structured parking garage.
2. Multi-family dwelling units within the existing concrete mill building; which may be accomplished through adaptive re-use, additions, expansions and/or extensions to the existing building.
3. Governmental, public, quasi-public and community facilities, including a fire station, meeting spaces and other similar uses.

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**Bulk Standards.** The following area and bulk standards shall apply specifically to Tract B:

- I. Tract Requirements:
  - a. Minimum Individual Lot Area: 30,000 square feet.
  - b. Maximum Building Coverage: 60% of the Tract.
2. Mixed-Use Building Requirements:
  - a. Minimum Front Yard Setback from Bank Street: 10 feet.
  - b. Minimum Building Setback from North Main Street: 10 feet from curb line.
  - c. Minimum Building Setback from all other Tract boundary lines: 50 feet.
  - d. Maximum Building Height: Four (4) stories; six (6) parking levels.
3. Multi-family Building Requirements:
  - a. The footprint of the historic concrete mill building will be retained. Any addition, expansion and/or extension to the building shall maintain the existing setbacks along Bank Street. Any vertical extension shall be stepped back a minimum of 15 feet from the Bank Street façade of the floor below.
  - b. Maximum Building Height: Four (4) stories.
5. Governmental, Public, Quasi-public and Community Facilities:
  - a. Hightstown Engine Company building height and footprint shall be retained.
  - b. Hightstown East Windsor Historic Society building height and footprint shall be retained.

## Tract C Sub-Zone

The intent for the Tract C Sub-zone is to provide for new residential development, recreation/amenity space and public uses. Up to 10 dwelling units may be proposed within the Tract.

**Permitted Principal Uses:** Any of the following principal uses are permitted within buildings, individually or in combination with any other permitted use or uses. Multiple principal uses are permitted.



Figure 3 Willis House

1. Townhouses.
2. Single-family detached dwelling units.
3. Superintendent's apartment.
4. Governmental, public, quasi-public and community facilities, meeting spaces and other similar uses, including the existing First Aid Squad.
5. Amenity center.

**Bulk Standards:** The following area and bulk standards shall apply specifically to Tract C:

1. Tract Requirements:
  - a. Minimum Individual Lot Area: 7,500 square feet.
  - b. Maximum Building Coverage: 25% of the Tract.
2. Townhouse Requirements:
  - a. Minimum Front Yard Setback from Bank Street: 10 feet.
  - b. Minimum Front Yard Setback from North Academy Street: 10 feet.
  - c. Minimum Setback from all other Tract boundary lines: 50 feet.
  - d. Maximum Building Height: Two and a half (2½) stories facing a public street and three (3) stories in any other location.
3. Amenity Center Requirements:
  - a. Minimum Lot Frontage: 50 feet.
  - b. Minimum Lot Depth: 100 feet.
  - c. Minimum Front Yard Setback from North Academy Street: 10 feet.
  - d. Minimum Building Setback from Block 8, Lot 11: 15 feet from the front or southerly lot property line; 20 feet from the side or easterly property line.

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- e. Maximum Building Height: Three (3) stories.
- 4. Single-family detached dwelling unit requirements.
  - a. Minimum Lot Width: 50 feet.
  - b. Minimum Lot Depth: 90 feet.
  - c. Minimum Front Yard Setback: Within two (2) feet of the average front yard setback of adjacent and nearby residential buildings along the same block on the west side of Mechanic Street.
  - d. Minimum setback from all other tract boundary and property lines: five (5) feet.
  - e. Maximum building height: Three (3) stories.

### Tract D Sub-Zone

The intent for the Tract D Sub-zone is to provide for the improvement and efficient use of land for governmental, public, quasi-public and community facilities, including the potential relocation of the Hightstown East Windsor Historical Society and the Hightstown First Aid Squad. One dwelling unit may be proposed within the Tract.



Figure 4 Hightstown East Windsor Historical Society

**Permitted Principal Uses.** Any of the following principal uses are permitted within buildings, individually or in combination with any other permitted use or uses, except for single family detached dwellings.

- 1. Single-family detached dwellings.
- 2. Governmental, public, quasi-public and community facilities, including, but not limited to, the relocated Historic Society House and Rail Museum, a new First Aid Squad building, meeting spaces and other similar uses.

**Bulk Standards:** The following area and bulk standards shall apply specifically to Tract D:

- I. Tract Requirements:
  - a. Minimum individual lot area: 4,500 square feet.
  - b. Maximum building coverage: 40% of the tract.
- 2. Single-family detached dwelling unit requirements.
  - a. Minimum Lot Width: 50 feet.
  - b. Minimum Lot Depth: 90 feet.

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- c. Minimum Front Yard Setback: Within two (2) feet of the average front yard setback of adjacent and nearby residential buildings along the same block on the west side of Mechanic Street.
  - d. Minimum setback from all other tract boundary and property lines: five (5) feet.
  - e. Maximum building height: Three (3) stories.
3. Governmental, Public, Quasi-public and Community Facilities requirements:
- a. Minimum Front Yard Setback: Within two (2) feet of the average front yard setback of adjacent and nearby residential buildings along the same block front.
  - b. Minimum Building Setbacks: Five (5) feet from a side or rear property line.
  - b. Maximum Building Height: Three (3) stories.



## Provisions Applying to All Tracts in the Bank Street Redevelopment Area

### Definitions

For the purposes of this plan, the following terms shall have the meanings herein indicated:

- **Alley or alleyway** shall mean a private, minor way which is used primarily for vehicular service access to the back or side of residences otherwise fronting on a public street.
- **Amenity Center / Amenity Space** shall mean space within the redevelopment area where social, leisure and recreational facilities are offered to residents of the redevelopment area and may include ancillary support services such as leasing and property management offices, storage, business center, conference/meeting rooms and resident services.
- **Building Coverage** shall mean shall mean the area of a tract, lot or parcel covered by roofed buildings or structures, exclusive of surface or structured parking facilities.
- **Building Height** shall mean the number of separate habitable levels, excluding cellars and basements. For the purposes of calculating the number of stories, building levels that are more than one-half ( $1/2$ ) of their height measured from floor to ceiling, below the average established curb level at the street frontage shall not be counted as a story. Parking levels which have at least one-half ( $1/2$ ) of their height below the average established curb level at the street frontage shall not be counted as a story.
- **Boutique Hotel** shall mean a commercial facility offering transient accommodations to the general public and providing additional services such as restaurants, meeting rooms, personal services and recreation facilities.
- **Multi-family** shall mean a building which contains more than two (2) dwellings, each of which is intended for occupancy by one (1) housekeeping unit.
- **Resident / Guest Services** shall mean personal services provided for the residents of the redevelopment area such as concierge services, dry cleaning, laundry and other pickup and delivery services.
- **Superintendent's Apartment** shall mean a dwelling unit contained within an amenity center for the sole use of providing lodging to property management staff.

### General Requirements

1. All development within the Redevelopment Area shall be serviced with public, potable water and sanitary sewer, along with electric, natural gas, telephone and cable service. All new utilities shall be placed underground on the tract. Overhead utilities abutting the tract shall be placed underground to the extent feasible.
2. Existing or relocated public utilities within the tract boundary, shall be within easements located on privately-owned land in accordance with established protocols of the Borough of Hightstown and Mercer County.

3. Unless otherwise specifically provided herein or intended by the provisions of this Redevelopment Plan, all words and phrases used herein shall have the same definitions provided under the Borough of Hightstown Zoning Ordinance and the Municipal Land Use Law (*N.J.S.A. 40:55D-1 et seq.*)

**Accessory Uses and Structures.** Any of the following accessory uses and structures are permitted individually, or in combination with any other permitted use.

1. Off-street surface parking; attached and detached single level garages; multi-level structured parking garages.
2. Fences, walls, kiosks, street furniture and retaining walls.
3. Pedestrian walkways, ramps, bridges and stairways.
4. Private tool shed not exceeding 120 sf. in floor area for single family detached dwellings.
5. Active and passive recreation including fitness/recreation facilities, pools, courtyards, gardens, roof top terrace and other amenities for residents.
6. Property management and leasing offices serving the uses in the redevelopment area.
7. Conservation.
8. Signs.
9. Accessory uses and structures customarily permitted in conjunction with and on the same lot as a principal use.
10. Location of accessory uses and structures. No accessory use or structure, with the exception of utilities, plazas, street furniture and streetscape elements, including fencing, retaining walls and guide rails, shall be located in a front yard.

**Permitted Projections into Yard Areas.** The following permitted projections shall apply to all tracts:

1. Non-enclosed one-story porches, porticos, stoops and entrance platforms leading to the front entrance shall be permitted to project not more than eight (8) feet into a required front yard setback or building separation distance. Such porch, stoop and entrance platform may have an uncovered balcony directly above provided it has the same footprint as, and is attached to, the structure below.
2. Non-enclosed one-story porches, porticoes, stoops, entrance platforms, uncovered decks, basement entrances and balconies shall be permitted to project not more than four (4) feet into a side or rear yard setback or building separation distance.
3. Cornices, eaves, chimneys, gutters, downspouts, awnings, canopies, cantilevered roofs, uncovered balconies and bay windows shall be permitted to project not more than three (3) feet into any yard setback or building separation distance.
4. Belt courses, window sills and other similar ornamental features may project not more than nine (9) inches into any yard setback or building separation distance.
5. Window wells may project not more than five (5) feet into any yard setback or building

separation distance.

6. In no case shall a permitted projection attached: to any structure be less than five (5) feet from a front lot line; to any principal structure be less than three (3) feet from a side or rear lot line; and, to any accessory structure, be less than one (1) foot from a side or rear lot line.
7. Ramps and stairways leading to a porch, stoop or other building entrance may project into a yard setback or building separation distance without limitation, provided that the steps do not encroach upon the public right-of-way.
8. Awnings and canopies may project over a sidewalk and/or in the public right-of-way, provided that such structure has a minimum vertical clearance of eight (8) feet and is set back a minimum of four (4) feet from curb line along the street.

### **Building Height Exceptions.**

- I. Exceptions to height restrictions include: non-habitable areas and enclosed spaces, including but not limited to, mechanical services, elevator penthouses, condensers, exhaust fans, air-conditioning and similar equipment; stair enclosures; skylights or atrium structures; roof-access stairwells and amenities on a roof top terrace (including, but not limited to decking, landscaping, railing, walls, furniture, lighting, pergolas and similar amenities); and architectural enhancements and appurtenances (including, but not limited to) parapets, chimneys, cupolas, steeples, spires, belfries, towers, corner towers, flagpoles and similar elements), provided that the total area of such roof top elements do not exceed fifty percent (50%) of the total roof area for each building, nor extend more than fifteen (15) feet above the roof deck.

### **Site Development Standards**

The regulations pertaining to site development standards shall apply to all development in the Bank Street Redevelopment Area. The Planning Board may grant exceptions from these standards, pursuant to N.J.S.A. 40:55D-51.

### **Public Streets and Sidewalks**

The existing public rights-of-way of North Main Street, Bank Street, North Academy Street, Park Avenue, Purdy Street and Mechanic Street shall be maintained, improved or modified as shown in the Redevelopment Plan. Improvements shall include sidewalks, striping and insets for on-street parallel parking, and the repair, replacement or installation of new curbing as appropriate.

1. The redeveloper shall restore the surface of the street to its original and proper condition to address existing conditions and those areas disturbed for the installation of new curbing and sidewalk where none presently exist.
2. In order to accommodate the mixed-use building on Tract B that will be situated within and/or extending over the Mechanic Street public right-of-way south of Bank Street, the Borough shall vacate the southern portion of the Mechanic Street public right-of-way and provide the necessary easement(s) to maintain adequate public utilities and public access to the structured parking garage and access to the Hightstown Engine Company.

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3. Sidewalks shall be provided in the public right-of-way along all street frontages within the redevelopment area. Where such sidewalks extend beyond the public right-of-way, the redeveloper shall be required to provide a public access easement for sidewalks located on private land.
4. Along North Main Street, sidewalks shall be constructed of pavers, concrete and/or textured concrete in colors and/or patterns consistent with the existing Main Street infrastructure. The sidewalk shall be a minimum of 10 feet in width, and shall extend from the building façade to the curb line, with an area for landscaping and street trees along the curb line and/or landscaping beds along the building façade.
5. Along Bank Street and North Academy Street, the location and width of sidewalks shall be consistent with the location and width of existing sidewalks adjacent to or near the Redevelopment Area to be developed. The existing sidewalk in front of the brick mill building and the bump-out portion of the concrete mill building shall be extended from the building façade to the curb line. The planting strip from North Main Street to Mechanic Street shall be brick to match the brick edging/ribbon along North Main Street. All other planting strips may consist of grass.
6. Sidewalks shall continue uninterrupted across all driveway and alley openings with the apron design accommodating a continuous sidewalk. The apron along Mechanic Street shall be brick or brick-faced to match the driveway apron along North Main Street.
7. Where sidewalks intersect at corners, accessible ramps and warning strips shall be provided.

### Crosswalks

Along Bank Street and North Academy Street, pedestrian crosswalks shall be provided across all street intersections with “continental” or ladder striping.

### Trail along the Rocky Brook

1. The existing pedestrian trail within the redevelopment area shall be maintained for both public



Figure 5 Footbridge over Rocky Brook

and private access along the greenway corridor, to the extent possible, and as subject to NJDEP and DRCC review and approval.

2. The existing footbridge over Rocky Brook is to be improved as part of the rehabilitation of the mill buildings.

3. No tract perimeter setback or stream setback shall be required for any bridge spanning the Rocky Brook including for pedestrian access to the bridge.

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### **Pedestrian Walkways**

- I. Walkways providing pedestrian connection between public sidewalks and entrances to buildings within the Redevelopment Area shall be provided.
2. Within individual tracts, walkways shall be provided providing pedestrian connection between entrances of buildings and parking areas, outdoor amenity spaces and other pedestrian accessible locations.

### **Vehicular Circulation and Parking**

- I. The following standards shall apply to Tract A.
  - a. Vehicular access shall be from North Academy Street via a private access drive.
  - b. Emergency access shall be permitted to be provided from a driveway connecting to Stockton Street.
  - c. Parking shall be provided in garages accessed by alleys behind townhouses, in off-street surface areas, in a structured parking garage and/or within the lower level of the brick mill building. Individual driveways and garages for townhouses shall not be permitted to front on any public street.
2. The following standards shall apply to Tract B.
  - a. Vehicular access shall be from Bank Street with emergency access only from N. Main Street.
  - b. Parking for the Fire House shall be provided in off-street surface areas behind the Fire House building and accessed from N. Main Street via the existing driveway, or via the development's access drive from Bank Street.
  - c. Parking for uses within the mixed-use buildings, multi-family dwelling units within the existing concrete mill building and for the general public shall be provided within the structured parking garage.
3. The following standards shall apply to Tract C.
  - a. Vehicular access shall be from an alleyway connecting to North Academy Street.
  - b. Parking shall be provided in garages accessed by alleys behind townhouses and off-street surface areas.
4. The following standards shall apply to Tract D.
  - a. Vehicular access shall be from driveways connecting to Purdy Street or Bank Street.
  - b. Parking shall be in off-street surface spaces within a shared parking lot.
  - c. Parking for the single-family dwelling unit fronting on Mechanic Street shall be in a driveway and/or garage on the same lot, accessed from Mechanic Street.

5. Parking standards and additional requirements:
  - a. On-street parking along the frontage of the Redevelopment Area may be included in the calculation of required number of parking spaces and off-street parking facilities may be shared between uses throughout the redevelopment area.
  - b. Townhouses shall be provided with an average of 2.0 parking spaces per dwelling unit.
  - c. Multi-family dwelling units shall be provided with an average of 1.25 parking spaces for each dwelling unit.
  - d. At least 30 parking spaces on the ground level of the structured parking garage attached to the mixed-use building on Tract B shall be reserved for non-residential uses and the general public.
  - e. The Planning Board may approve a reduction of the required parking where such reduction is demonstrated by study of the combined, or shared uses and customary operation of the uses that adequate parking would be provided for the actual uses. It is further recognized that the parking ratios established in this section are less than that required under the Residential Site Improvement Standards (*N.J.A.C. 5:21-1 et seq.*) Consequently, any action by the Planning Board shall require a finding of a *de minimus* exception from the RSIS standards pursuant to *N.J.A.C. 5:21-3.1(f)1*.
6. Provisions for electrical vehicle charging stations shall be provided on all tracts. At least one percent (1%) of the total number of parking spaces in each tract shall be pre-wired for the installation of electrical vehicle charging stations.
7. Provisions for bicycle parking including exterior racks, covered exterior racks and interior bike rooms shall be provided on all tracts shall be provided to accommodate a minimum of fifteen percent (15%) of dwelling units.

### **Buffering and Screening**

1. Buffers as required by the regulations in effect at the time of site plan approval shall be provided for any environmentally sensitive lands, such as floodplains, wetlands and open waters, as designated by New Jersey Department of Environmental Protection (NJDEP).
2. All parking areas shall be buffered and screened from public view and adjacent residences with a minimum five (5) foot wide planted buffer.
3. Screening within required buffer areas shall consist of a combination of the following: existing vegetation supplemented with additional vegetative screening, a masonry wall and/or a solid or twenty-five percent (25%) open fence a minimum of four (4) feet in height above grade.

### **Landscaping**

1. Existing vegetation shall be preserved to the extent practical.
2. A fence, wall, hedge, landscape edge, or some other design element shall be provided adjacent to the sidewalk, where feasible, to delineate the public sidewalk from the front yards of

townhouse units and the frontages of other buildings, with the exception of those areas where the public sidewalk abuts the building.

3. Deciduous street trees shall be provided along all street frontages within the Redevelopment Area, with the exception of the crossing over Rocky Brook. Such trees shall be a minimum size of 2½ inches in caliper at time of planting. Where the location of such trees would lie outside the public right-of-way, the redeveloper shall be required to provide an access and maintenance easement for street trees located on private land.
4. All portions of the tract not utilized by buildings or paved areas shall be landscaped, utilizing combinations of tree and shrub plantings, fencing, lawn and other vegetative ground covers and existing foliage in order to maintain or reestablish vegetation in the area and lessen the visual impact and climatic effects of structures and paved areas. The use of native plant species that are tolerant of drought and urban conditions shall be prioritized.

### **Fences, Walls and Retaining Walls**

1. Fences and walls shall be composed of materials, colors, finishes, and/or design elements that are consistent with the architecture of the buildings and in accordance with the design vocabulary that is compatible and/or complementary of the design, style and character of the buildings in the surrounding neighborhood. Chain-link fences shall be prohibited.
2. Fences and walls shall be permitted to be located in front yard areas, provided that such shall not exceed a height of three (3) feet above grade.
3. Fences and walls shall be permitted to be located in the side and rear yard areas, provided that such shall not exceed a height of six (6) feet above grade.
4. Retaining walls shall be permitted in all yard areas and shall not exceed eight (8) feet in height. Fencing above retaining walls is permitted to be up to forty-eight (48) inches in height.
5. Orientation. The face or finished side of a fence or wall shall face the adjacent property. All supporting posts and cross-members shall face the property upon which it is located.
6. Drainage. Fences and walls shall be constructed in a manner so as to permit the continued flow of natural drainage and shall not cause surface water to be blocked or dammed causing ponding, either on the property upon which such is located or on any adjacent lot or public right-of-way.

### **Lighting**

1. Parking area lighting shall be post-mounted, located in landscaped islands, and the center of the light source shall not exceed eighteen (18) feet in height above grade.
2. Pedestrian and access point lighting shall be post-mounted, and the center of the light source shall not exceed fourteen (14) feet in height above grade.
3. Street lighting shall be provided along the Bank and Academy Street frontages within the Redevelopment Area. Such fixtures shall utilize the Borough-approved fixture similar to those found in the downtown area along Main Street and Mercer Street, and the center of the light source shall not exceed fourteen (14) feet in height above grade. Those fixtures shall generally

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be located along the curb line. Where located in a grass planting strip, those fixtures shall be located on concrete foundation flush with finished grade.

4. Bollard lighting, not more than four (4) feet in height and appropriately shielded, and ground recessed lighting may be provided along public sidewalks, walkways and within open space areas.
5. Lighting may be attached to a building, provided that such lighting is focused downward and the fixture has a full cut-off design.
6. Lighting fixtures shall be LED, non-glare, full cut-off and shall not exceed a color temperature of 3,300° K.
7. Where lighting abuts residential areas, fixtures shall be shielded to eliminate light overflow onto residential lots.

### **Signs**

1. The Redeveloper shall provide a comprehensive sign package, including materials, colors, finishes and/or details to the Planning Board.
2. The Planning Board may approve a comprehensive sign package for the project that includes sign types not contemplated by or different from the standards enumerated in Chapter 29 of the Borough of Hightstown Code.

### **Refuse and Recycling Facilities**

1. Refuse and recycling facilities shall be provided to adequately accommodate each use, and shall be provided either within the building being served or in nearby locations outside the building.
2. Outdoor refuse and recycling facilities shall be screened from public view within and outside the development.
3. Any outdoor area provided for the collection and pickup of refuse and recyclable materials shall be adequately lit and shall be safely and easily accessible by residents and recycling personnel and vehicles.
4. Collection vehicles shall be able to access refuse and recycling facilities without interference from parked vehicles or other obstacles.
5. Any bins or containers which are used for the collection of refuse and recyclable materials, and which are located in outdoor refuse and recycling facilities, shall be covered and be equipped with signage indicating the materials to be placed therein.

### **Stormwater Management**

1. Any redevelopment activities or structures shall be in conformance with applicable NJDEP regulations and Borough Ordinances with regard to storm water control.
2. Rain gardens, bioswales, stormwater treatment trains and other best management practices related to stormwater management are encouraged to be incorporated into the site



development plans if soil conditions can adequately accommodate the function of such features.

## **Building Design Standards**

The regulations pertaining to building design standards contained herein shall apply to all development in the Redevelopment Area. The Planning Board may grant exceptions from these standards, pursuant to the procedure articulated in *N.J.S.A. 40:55D-51*.

### **General Requirements**

1. All materials, colors, finishes and/or details used on the exterior of a building shall be architecturally compatible with the style of such building, as well as with each other. A building designed of an architectural style that normally includes certain integral features, materials, colors, finishes and/or details shall have such incorporated into the design of such building.
2. Permitted building materials for primary exterior wall surfaces shall generally include brick, fiber cement siding and smooth finished stucco. Trim materials may consist of precast stone, wood, fiber cement and PVC.
3. Conceptual architectural plans including materials, colors, finishes and/or details shall be provided for all buildings.

### **Brick Mill Building Design**

1. The brick mill building shall utilize the rear portion of the existing building as the main entrance for residents and visitors. A secondary entrance along Bank Street is encouraged to be provided for both residents and visitors.
2. Mechanical equipment will generally be placed on the roof and shall be screened from visibility by landscaping or an enclosure to match the building façade.

### **Concrete Mill Building Design**

1. The concrete mill building has an existing main entrance on the east side of the existing building. The main entrance is encouraged to be relocated to a new location along Bank Street, with the existing main entrance converted to a secondary entrance for both residents and visitors.
2. Mechanical equipment will generally be placed on the roof and shall be screened from visibility by landscaping or an enclosure to match the building façade.

### **Mixed-Use Building Design**

1. The mixed-used building shall maintain the architectural integrity and be compatible and/or complementary of the design style and character of historic industrial and/or warehouse buildings.

2. Mechanical equipment will generally be placed on the roof and shall be screened from visibility by landscaping or an enclosure to match the building façade.
3. Generators will either be located at grade, in the building or placed on the roof. Where located at grade, such shall not be in the front yard area and shall be screened from visibility by landscaping, fence or wall. Where placed on the roof, such shall be screened from visibility by landscaping or an enclosure to match the building façade.

### **Structured Parking Garage Design**

1. No portion of a structured parking garage shall have frontage along a public street.
2. All facades shall provide visual interest by utilizing one or more of the following treatments: compatible and/or complementary materials, colors, finishes and details as found on a primary façade or on surrounding buildings; exterior cladding in a vine-covered trellis; landscape screening; or graphic panels which may contain historic imagery or other content to be approved by the Borough.
3. Vehicular access to parking structures shall be designed in a manner that does not negatively affect pedestrian circulation along a public street and/or within the Redevelopment Area.
4. At least 30 parking spaces on the ground level of the structured parking garage attached to the mixed-use building on Tract B shall be reserved for public use and 6 spaces for the use by Hightstown Engine Company 1.

### **Townhouse Design**

1. At least one of the townhouses shall have a finished floor elevation that is within four (4) inches of the finished exterior grade, so as to eliminate the need for ramps to provide access.
2. All townhouses shall maintain the architectural integrity and be compatible and/or complementary of the design style and character of the existing brick and concrete mill buildings. Such can be achieved by utilizing primarily brick façades.
3. For those townhouse units that front both Bank Street and North Academy Street, the North Academy Street façades shall maintain the architectural integrity and be compatible and/or complementary of the design style and character of the North Academy Street and Stockton Street neighborhood. Such can be achieved by having the main entrance, porch and private walkway to be oriented to face toward and relate to North Academy Street.
4. The townhouse unit's brick façades shall be distinguished from each other through the use of subtle shifts in front setbacks, variation of front entry types and window details, using a complimentary design vocabulary, and variation in front yard landscape design patterns which may include hedges, fencing and low walls.
5. HVAC equipment will generally be located at grade at the rear of the building.

## Amenity Center Design

- I. Tract C Amenity Center. The Amenity Center located on Tract C shall be a freestanding structure designed to exhibit the overall architecture and design style of the Willis House, the yellow house formerly at the corner of North Academy Street and Bank Street. Such may be achieved by utilizing primarily clapboard facades and/or porches utilizing primarily wood or wood-like materials and elements.



Figure 6 Willis House

- a. The Tract C Amenity Center may contain a superintendent's apartment which shall be completely separate from the public use areas of the Amenity Center.
- b. The superintendent's apartment shall occupy the second floor of the building and have a private entrance at the ground level facing Academy Street. The apartment entrance shall simulate a typical residential building entrance employing a covered porch.
- c. HVAC equipment for both the superintendent's apartment and the amenity center shall be located at grade at the rear of the building and be screened from public view.

2. Amenity Centers in Other Tracts. Amenity space may be provided throughout the rehabilitated mill buildings and mixed use building.

## Building Lots Not Required to Abut Street

It is recognized that lots within the Redevelopment Area may be created that do not have frontage on a street. The development of any new buildings in the Redevelopment Area first requires the submission and approval of a comprehensive conceptual plan (that will, ultimately, be appended to this Redevelopment Plan). Additionally, the requirements of this Redevelopment Plan require integrated pedestrian and vehicular access and circulation throughout the entirety of the Redevelopment Area, which would provide access to Bank Street or Main Street. Such access must be expressed and memorialized within the concept plan and must meet emergency access standards and requirements.

Buildings are required to be located on a lot with street frontage (*N.J.S.A. 40:55D-35*), and where such a configuration is impractical or unnecessary, an appeal may be sought under *N.J.S.A. 40:55D-36*. Any lot created that does not have street frontage, but that has access to the vehicular circulation system within the Redevelopment Area that provides access to a public street, shall be deemed to have sufficient emergency access for the purposes of any application or appeal.

## Public Improvements

Public improvements may be required or proposed and shall be installed at the full expense of the designated redeveloper consistent with the design policies and standards that are contained within this

### **Bank Street Redevelopment Plan**

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

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Plan. The redeveloper is expected to install necessary public improvements on the property they control as well as abutting rights-of-way. No recapture of off-site improvement expenses from future development should be anticipated. However, nothing contained herein shall be construed to preclude the ability of the municipality or redeveloper from obtaining any governmental programs, grants, loans, or other financial support or incentives for public infrastructure improvements or other construction, or from the municipality to consider a recapture provision.

### **Relocation Provisions**

There are no occupied residences located within the Redevelopment Area. There are four occupied buildings in the Redevelopment Area that include Hightstown Engine Company No. 1 and the Hightstown East Windsor Historical Society on Tract B, Hightstown First Aid Squad building on Tract C, and the Hightstown Public Works facility on Tract D. No relocation is contemplated for the Fire House. The Borough Council is exploring the feasibility of relocating the Public Works facility and utilizing Tract D for a new first aid squad building and historical society building with museum which would allow for the full use of Tracts B and C for redevelopment (excepting the fire house). For any relocation, the Borough will comply with the requirements of *N.J.A.C. 5:11* for relocation assistance in accordance with applicable law. Participation in relocation assistance by the designated redeveloper shall be as set forth in the Redevelopment Agreement.

### **Affordable Housing**

The Bank Street Redevelopment Plan contains one vacant dwelling unit that is not an affordable unit as defined by the Fair Housing Act (*N.J.S.A. 52:27D-301 et seq.*). Consequently, no dislocation of any households will occur and no replacement of affordable units is required as a result of its implementation.

## DEVELOPMENT PLAN REVIEW AND APPROVAL

### Concept Plan Required

Prior to any application for development that includes a new building or structure, the redeveloper shall submit a comprehensive, conceptual site plan, depicting the planned redevelopment for the entirety of the Redevelopment Area, to the Redevelopment Entity for review and approval. Once approved by the Redevelopment Entity, and found consistent with this plan, the conceptual site plan shall be appended to this redevelopment plan as an exhibit with which to determine consistency of any subsequent development applications. The Redevelopment Entity may delegate the consistency review to another agency or entity. Any amendment to the adopted conceptual plan shall require an amendment to this redevelopment plan. The conceptual plan shall indicate all uses, buildings, structures, parking, circulation, stormwater management and buffers for a consistency determination.

### Application for Development

Preliminary and final site plan/subdivision applications for the project shall be submitted to the Hightstown Borough Planning Board for review and approval pursuant to state law and the Hightstown Borough Code Chapter 26 “Land Use Procedures” with the exception that Section 26-7 Community Impact Statement and Section 26-8 Environmental Impact Assessment shall not be required. Applications shall be accompanied by such maps, documents and materials in accordance with all relevant development application checklists. Applications may be submitted for the entire project or any number of phases, provided that all aspects of any proposed phasing, including phase configuration and location, and the timing and sequencing of phase development, shall be subject to Planning Board review, and will only be allowed if approved by the Redevelopment Entity as part of the concept plan consistency review.

### Planning Board Review

- I. Site plan or subdivision review shall be conducted by the Hightstown Borough Planning Board pursuant to *N.J.S.A. 40:55D-1 et seq.*
2. An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirement set forth in *N.J.S.A. 40:55D-12a* and *-b.*

### Variances, Exceptions and Submission Waivers

Any plan approved by the Planning Board for redevelopment within the Bank Street Redevelopment Area, shall conform to use and other standards of this Redevelopment Plan. Variances shall not be granted from “Use Regulations” or other mandatory components of this plan and any such deviations shall require an amendment to this redevelopment plan. Variances and design exceptions may be granted by the Planning Board from other standards contained in the remaining sections, herein, or within the Borough Code. Consideration of variances shall be undertaken pursuant to *N.J.S.A. 40:55D-70.c.* Consideration of exceptions shall be undertaken pursuant to *N.J.S.A. 40:55D-51.* Consideration of submission waivers shall be undertaken pursuant to *N.J.S.A. 40:55D-10.3.*



### Effects of Approval

The effects of any Planning Board approval shall be consistent with the rights granted by Municipal Land Use Law (*N.J.S.A. 40:55D-1 et seq.*) except to the extent they may be modified by an agreement between the Borough and a redeveloper.

### Acquisition of Property

No property is anticipated to be acquired in this plan, either through condemnation or arms-length transactions, however future land acquisition is not precluded by this plan. The Redevelopment Area has been designated as an Area in Need of Condemnation Redevelopment, and the Borough may acquire properties in order to achieve the goals and objectives of this redevelopment plan pursuant to *N.J.S.A. 40A:12A-16(a)*4.

## RELATIONSHIP TO THE MASTER PLAN AND PLANS OF OTHER JURISDICTIONS

There are no significant relationships between this plan and the master plans of adjacent municipalities. However, consistency is apparent in the 2014 Hightstown Reexamination of the Master Plan, the 2016 Mercer County Master Plan, the Delaware Valley Regional Planning Commission's Connections 2040 Plan and the 2001 NJ State Development and Redevelopment Plan, as indicated in the following section.

### 2014 Borough of Hightstown Reexamination of the Master Plan

As required by N.J.S.A. 40A:12A-7(d), the Bank Street Redevelopment Plan helps to achieve the Master Plan Goals and Objectives as expressed in the Borough of Hightstown's Master Plan, which was last re-examined in 2014.

The Borough has long sought to improve the downtown. The 1998 Master Plan focused primarily on economic redevelopment "in hopes of jump starting the local economy and stimulating positive and prolonged change in Hightstown." In 1997, the Borough was awarded Center Designation and was recognized as a Town Center, committed to redeveloping the business district and defining its historic image and capitalizing on its open space connections.

The 2014 Master Plan Amendment and Redevelopment Re-Examination Report refined the Borough's planning policy by establishing the concept of Hightstown as a destination, "a place that visitors come to because it is a great place to spend the day, evening or a weekend. The uses in downtown should complement this objective – eateries, specialty retail, and uses that generate night life."

The following is an excerpt from the 2014 Master Plan Re-Examination Report, which provides clear statements about the Borough's desire to see the Rug Mill redeveloped:

*Goal #12: Redevelopment Plan: "The process of redeveloping under Redevelopment Law provides the Borough with the greatest flexibility to respond to interested developers who want to re-purpose the Rug Mill. The Borough should continue to utilize the State's Redevelopment process to promote the potential of the Rug Mill."*

*Section IV-B: Rug Mill: "The Planning Board continues to feel that the redevelopment process in lieu of rezoning offers the greatest opportunities for reusing the site. It gives the Borough flexibility to meet the needs of interested developers and it also provides incentives, such as a possible PILOT program, (Payment in Lieu of Taxes), and negotiated design solutions that make the land development process easier, and therefore more attractive to prospective developers. ... Most likely, the current redevelopment plan will be revised when a new redeveloper is identified. Any revision to the Redevelopment Plan should embrace the concepts of form-based zoning."*

*Generally, redevelopment should consider a range of neighborhood commercial, "which would be more easily accomplished if Mechanic Street south of Bank Street were vacated" as well as a range of residential uses that complement the abutting residential uses. The brick building of the original mill should be preserved and could be reused in a creative way.*

### **Bank Street Redevelopment Plan**

## Other Plans of Hightstown

In 2015, the *Vision Plan for Downtown and Lakeside Improvements* was developed following extensive public input. This plan strives to make the downtown more vibrant with higher pedestrian activity and sales, the more complete use of the waterfront of Lake Peddie by residents and visitors and thus create more prosperity for the Borough and the region as a whole.

This was followed by the *Public Art Master Plan* for the Borough that was published by the Hightstown Cultural Arts Commission in 2017. This document recognized the value of public art in creative place making in developing Hightstown as a cultural center through goal setting, event hosting, educational classes and community partnerships. These goals are consistent with this redevelopment plan to revitalize a long dormant part of the nether downtown.

## Adjacent Municipalities

The Redevelopment Area is not physically contiguous to the adjacent municipality of the Township of East Windsor and the redevelopment of this area is not inconsistent with the land uses or the Master Plan of the Township of East Windsor, which surrounds the Borough.

## Mercer County Growth Management Plan

Mercer County recently completed a Master Plan in May 2016 which took an innovative three system approach to planning. It considers land use impacts and examines the interrelationship of impacts while using data and mapping to provide a sound basis for evaluating growth options and opportunities. This Redevelopment Plan is consistent with the following broad policies laid out in the Mercer County Master Plan:

- Promote redevelopment
- Direct growth to centers; and
- Mix uses to promote walkable communities.

## Delaware Valley Regional Planning Commission (DVRPC)

The Redevelopment Plan is consistent with the goals of the Delaware Valley Regional Planning Commission's Connections 2040 Plan as follows:

- Encourages center-based planning as a New Jersey designated Town Center redeveloping an abandoned and underutilized site into a mixed-used development.
- Assists in stabilizing an older borough by concentrating growth within and around Centers which will allow for the preservation of open space, reduce strains on natural resources, and create thriving, pedestrian-friendly communities that offer an improved quality of life for all residents.

## State 2001 Development and Redevelopment Plan

In 2001, the State Planning Commission adopted the State Development and Redevelopment Plan (the "SDRP"). The SDRP guides State-level development and redevelopment policy as well as local and

### **Bank Street Redevelopment Plan**

HIGHTSTOWN BOROUGH, MERCER COUNTY, NJ

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regional planning efforts. The SDRP includes eight (8) statewide goals and several policies which are intended to implement those goals. The SDRP's statewide goals are as follows:

- Revitalize the State's cities and towns;
- Conserve the State's natural resources and systems;
- Promote beneficial economic growth, development and renewal for all New Jersey residents;
- Protect the environment, prevent and clean up pollution; Provide adequate public facilities and services at a reasonable cost;
- Provide adequate housing at a reasonable cost;
- Preserve and enhance areas with historic, cultural, scenic, open space, and recreational value; and,
- Ensure sound and integrated planning and implementation statewide.

This Redevelopment Plan is consistent with the SDRP, meeting several of the above goals. Additionally, the SDRP also provides a State Plan Policy Map, which divides the State into several planning areas as well as the identifies a number of "Centers" and "Environs". According to this map, the Borough of Hightstown is contained entirely within the Suburban Planning Area (or "PA2"), which includes a wide variety of viable, traditional settlements and is seen as a key area for accommodating market forces and demand for development. In the Suburban Planning Area, the State Plan's intention is to:

- Provide for much of the state's future development;
- Promote growth in Centers and other compact forms;
- Protect the character of existing stable communities;
- Protect natural resources;
- Redesign areas of sprawl;
- Reverse the current trend toward further sprawl; and,
- Revitalize cities and towns.

This Redevelopment Plan will serve to meet each of these goals.

Finally, the Borough of Hightstown was designated as a Town Center by the State Planning Commission through the Centers Designation Process in 1997. This Redevelopment Plan will specifically promote the Borough's state certified Center Designation Plan and Implementation Agenda. According to page 15 of the Town Center petition, "Enhancing the appearance of the downtown will attract people and business. Similar coordination will be required to improve accessibility to an interconnected system of parking."

The Redevelopment Plan is also consistent with a number of activities outlined in the Town Center petition to promote economic growth in the Borough Hightstown including:

- Revitalizing the Main Street business district and transportation corridor;
- Creating a more inviting user-friendly downtown;

***Bank Street Redevelopment Plan***

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- Improving parking facilities and access to parking; and,
- Expanding access to existing and future commercial establishments.

Consequently, this Redevelopment Plan is consistent with the goals and objectives and advances the purposes of the Master Plan of the Borough of Hightstown, the Master Plan of the Township of East Windsor, the Mercer County Master Plan, the DVRPC's Connections 2040 Plan and the State Development and Redevelopment Plan.



# ORDINANCE 2020-04

BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY

**ORDINANCE OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER  
ADOPTING A NEW REDEVELOPMENT PLAN FOR TAX BLOCK 8, LOTS 12-14; TAX  
BLOCK 18, LOTS 8-12; TAX BLOCK 21, LOTS 1-14, 20 AND 26; AND TAX BLOCK 30,  
LOTS 1-13**

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., by Resolution 2003-19 adopted on December 1, 2003, as amended by Resolution 2018-72, adopted on March 19, 2018, and Resolution 2019-224, adopted on December 16, 2019, the Borough Council ("Borough Council") of the Borough of Hightstown (the "Borough") designated the properties known as Tax Block 54, Lots 6-10, 13, 14.01, 16.01 & 23; Block 40, Lots 14-28; Block 33, Lots 1-30 & 32-36; Block 30, Lots 1-13; Block 28, Lots 56 & 57; and Block 21, Lots 1-14, 20 & 26; Block 8, Lots 12-14; Block 18, Lots 8-12 on the Borough's official tax map (collectively, the "Redevelopment Area"), as an "area in need of redevelopment"; and

**WHEREAS**, a revised redevelopment plan containing development standards for that portion of the Redevelopment Area known as Sub-Area I (Bank Street) was adopted by Ordinance Number 2015-04 on April 20, 2015 by the Borough Council, which revised those redevelopment plans for the Redevelopment Area previously adopted by the Borough on September 7, 2004, October 2, 2006, and October 6, 2008, and which was subsequently further amended by ordinances adopted by the Borough Council on March 6, 2017 and April 2, 2018 (the "Original Bank Street Redevelopment Plan"); and

**WHEREAS**, RBG Hightstown, LLC (the "RBG") proposed to redevelop that portion of the Redevelopment Area consisting of Block 30, Lots 1-7 and Lots 10-13, and Block 21, Lots 1-5 & 26 on the Borough's official tax map (collectively, the "Original Project Area"), which constitutes part of Sub-Area I (Bank Street); and

**WHEREAS**, on March 10, 2017, the Borough and RBG entered into an Amended and Restated Redevelopment Agreement (the "RBG Amended and Restated Redevelopment Agreement"), pursuant to which, among other things, RBG agreed to redevelop the portion of the Redevelopment Area consisting of Block 30, Lots 1-13, and Block 21, Lots 1-13, 20 & 26 on the Borough's official tax map (together with the Original Project Area, the "RBG Project Area"), which constitutes part of Sub-Area I (Bank Street), by constructing thereon a project including approximately 47,500 square feet of retail space, approximately 266 residential units, and associated parking and other infrastructure improvements (the "RBG Project"); and

**WHEREAS**, RBG subsequently sold its interest in the RBG Project Area to 3PRC, LLC (the "Redeveloper"); and

**WHEREAS**, the Redeveloper expressed a desire to redevelop the RBG Project Area in a manner generally consistent with the RBG Amended and Restated Redevelopment Agreement, as well as the parcels designated on the Borough's tax map as Block 21, Lot 14; Block 8, Lots 12-14; and Block 18, Lots 8-12 (the "Additional Property") and together with the RBG Project Area, the "Project Area"; and

**WHEREAS**, in accordance with the criteria set forth in the Redevelopment Law, the Borough identified and designated the Additional Property as an "area in need of redevelopment"; and

**WHEREAS**, the Borough owns that portion of the Project Area consisting of Block 30, Lots 10-13 and Block 21, Lot 20 on the Borough's tax map ("Borough Property"); and

**WHEREAS**, the Hightstown East Windsor Historical Society (the "Historical Society") owns that portion of the Project Area consisting of Block 30, Lots 8 & 9 on the Borough's tax map (the "Historical Society Property"); and

**WHEREAS**, the Redeveloper owns that portion of the Project Area consisting of Block 30, Lots 1-7, and Block 21, Lots 1-14 and 26 on the Borough's tax map ("PRC Property"); and

**WHEREAS**, by Resolution Number 2020-37, adopted on January 21, 2020, the Borough Council designated Redeveloper as the conditional redeveloper of the Project Area, and

**WHEREAS**, the Borough Council desires to adopt a new redevelopment plan for the Project Area containing development standards therefor; and

**WHEREAS**, Clarke Caton Hintz prepared a redevelopment plan, entitled "Bank Street Redevelopment Plan" (the "Bank Street Redevelopment Plan"), setting forth such development standards for the Project Area.

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


- Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.
- Section 2. The Bank Street Redevelopment Plan is hereby approved and adopted.
- Section 3. The sections(s) of the Borough's Zoning Map that related to the property governed by the Bank Street Redevelopment Plan are hereby amended to incorporate the provisions of the Bank Street Redevelopment Plan.
- Section 4. All ordinances and resolutions or parts thereof inconsistent with this ordinance, including those relating to the Original Bank Street Redevelopment Plan, are hereby rescinded.
- Section 5. This ordinance shall take effect in accordance with applicable law.

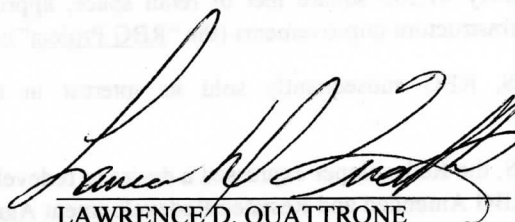
Introduction: July 7, 2020

Reintroduced: July 20, 2020

Adoption: August 3, 2020

**ATTEST:**

  
DEBRA L. SOPRONYI  
MUNICIPAL CLERK

  
LAWRENCE D. QUATTRONE  
MAYOR

**RESOLUTION 2020 -  
HIGHTSTOWN BOROUGH PLANNING BOARD  
MERCER COUNTY, NEW JERSEY**

**REVIEW AND RECOMMENDATIONS REGARDING NEW REDEVELOPMENT  
PLAN INTRODUCED IN ORDINANCE 2020-04 FOR PROPERTY DESIGNATED AS  
AN AREA IN NEED OF REDEVELOPMENT IN BLOCK 8, LOTS 12-14, BLOCK 18,  
LOTS 8-12, BLOCK 21, LOTS 1-14, LOT 20 AND LOT 26, AND BLOCK 30, LOTS 1-13  
PURSUANT TO THE NEW JERSEY LOCAL REDEVELOPMENT AND  
HOUSING LAW (N.J.S.A. 40A:12A-1 et seq.)**

**Hearing: July 13, 2020  
Report: August 10, 2020**

**WHEREAS**, the Borough Council of the Borough of Hightstown introduced Ordinance 2020-04 on July 6, 2020 in order to adopt a new redevelopment plan for the Bank Street Redevelopment area in Sub Area 1 and the Sub Area 1 Expansion on property designated as Block 8, Lots 12-14, Block 18, Lots 8-12, Block 21, Lots 1-14, 20 and 26, and Block 30, Lots 1-13 on the Hightstown Borough Tax Map (the “Bank Street Sub Area 1 Redevelopment Area”); and

**WHEREAS**, the Borough Planner, Brian M. Slaugh, PP AICP of Clarke Caton Hintz prepared a plan for the Bank Street Sub Area 1 Redevelopment Area entitled, “Bank Street Redevelopment Plan, Sub-Area 1 of the Main Street Redevelopment Plan, Hightstown Borough, Mercer County, New Jersey” dated July 2020 (the “Plan”); and

**WHEREAS**, in accordance with the Local Redevelopment and Housing Law (the “LRHL”), the Borough Council referred the Plan to the Hightstown Borough Planning Board (the “Board”) for its review; and

**WHEREAS**, the Board conducted a hearing on July 13, 2020 (the “Hearing”) in accordance with N.J.S.A. 40A:12A-7e of the LRHL in order to review the Plan and issue a report containing its recommendations concerning the Plan; and

**WHEREAS**, all jurisdictional requirements of the Borough ordinances, the Municipal Land Use Law, and the LRHL were met before the Hearing the Board proceeded to consider and discuss the Plan and made recommendations to the Council regarding the Plan as memorialized herein; and

**WHEREAS**, during the Hearing, Mr. Slaugh reviewed the Plan before the Board and answered Board and public questions with regard thereto; and

**WHEREAS**, members of the public were given the opportunity to speak and ask questions regarding the Plan and several members of the public appeared before the Board in this regard; and

**WHEREAS**, the discussion before the Board consisted of the following, as set forth more fully on the record:

1. Mr. Slaugh reviewed the Plan with the Board and discussed the tracts involved in the Bank Street Sub Area 1 Redevelopment Area.

2. With regard to the Willis House, Mr. Slaugh indicated that the developer finds that the property is structurally unsound. Several members of the Board acknowledged the historic value of the property and expressed a desire that the developer consider saving the structure from demolition. Mr. Slaugh indicated that he will discuss potentially preserving the Willis House with the developer.

3. Mr. Slaugh indicated that redevelopment of the area in question is consistent with the Borough's Master Plan.

4. The Board expressed concern with the potential relocation of the First Aid Squad from the First Aid Squad building and the redevelopment of the building itself. Mr. Slaugh indicated that although there are no plans for the redevelopment of the building, he would forward the Board's concerns to the redeveloper.



5. The Board discussed the appearance of the proposed townhouses from the street view and, wishing to preserve an historic appearance, suggested that the maximum building height maintain a two and a half story appearance from any public street.

6. The Board also discussed fire truck accessibility into the redevelopment and the redevelopment's potential impact on the Borough's infrastructure. Mr. Slaugh stated that the redevelopment will generate significant tax revenue for the Borough which will serve to offset some additional costs generated as a result of the redevelopment. Mr. Slaugh also indicated that all units in the redevelopment will be rentals.

7. After discussion with the Board, Mr. Slaugh indicated that he will discuss the Board's concerns regarding fire truck circulation and the redevelopment's impact on Borough infrastructure with the redeveloper.

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Board of the Borough of Hightstown that the Board finds that the Plan is not inconsistent with the Borough's Master Plan Goals and Objectives yet makes the following recommendations to the Borough Council regarding the Plan:

1. Clarify the bulk standards for Tract A and C as follows:
  - a. Maximum building height requirement: 2 ½ story appearance from any public street (North Academy and Bank Streets).

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Board that the Board Secretary was authorized and did forward the Board's recommendations as stated herein to the Borough Clerk on July 14, 2020.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Board on this 10<sup>th</sup> day of August, 2020, that the action of the Board taken at its July 13, 2020 hearing is the same



hereby memorialized as is stated herein and is the same as the information forwarded by the Board Secretary on July 14, 2020.

ROLL CALL ON ACTION TAKEN AT THE HEARING ON JULY 13, 2020:

Moved By: Mayor Quattrone

Seconded By: Mr. Cabot

Those in Favor: Mr. Montferrat, Mayor Quattrone, Councilman Misiura, Ms. Asselstine, Mr. Searing, Mr. Laudenberger, Mr. Balcewicz, Mr. Cabot

Those Opposed: None

Those Abstaining: Mr. Rosenberg

Those Ineligible: Ms. Jackson

ROLL CALL ON THE ADOPTION OF THE RESOLUTION ON AUGUST 10, 2020:

Moved By:

Seconded By:

Those in Favor:

Those Opposed:

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Fred Montferrat, Chairman  
Hightstown Borough Planning Board

I hereby certify this to be a true and accurate copy of the Resolution adopted by the Hightstown Borough Planning Board, Mercer County, New Jersey at a public meeting held on August 10, 2020

---

Sandy Belan, Board Secretary  
Hightstown Borough Planning Board

**EXHIBIT 2-B**  
**SITE PLAN APPROVAL RESOLUTION**

[See attached]

**RESOLUTION No. 2020-09**

**HIGHTSTOWN PLANNING BOARD  
MERCER COUNTY, NEW JERSEY**

**3 PRC, LLC**

**N. Academy Street and 101 Bank Street**

**BLOCK 8, LOT 12; BLOCK 21, LOTS 1-14, 20 & 26;**

**BLOCK 30, LOTS 1-7 & 10-13**

**File No. 2020-01**

<b>Hearing Dates:</b>	<b>September 14, 2020</b>
	<b>September 15, 2020</b>
	<b>September 16, 2020</b>
<b>Board Action:</b>	<b>September 16, 2020</b>
<b>Adoption:</b>	<b>November 9, 2020</b>

**RESOLUTION GRANTING PRELIMINARY AND FINAL  
MAJOR SITE PLAN AND MINOR SUBDIVISION APPROVAL**

**WHEREAS**, 3 PRC, LLC was designated as the redeveloper of certain property in the Borough of Hightstown, described herein, by the Borough Council of the Borough of Hightstown (“Borough Council”) in Resolution 2020-37; and

**WHEREAS**, 3 PRC, LLC (the “Applicant”) has submitted an Application for the redevelopment of a portion of the Bank Street Redevelopment Area known as Sub Area 1 of the Main Street Redevelopment Plan, specifically on land known as Block 8, Lot 12; Block 21, Lots 1-14, 20 and 26; and Block 30, Lots 1-7 and 10-13 on the Hightstown Tax Map (the “Property”); and

**WHEREAS**, a portion of the Property, as identified in Borough Council Resolution 2003-19, qualified as an Area in Need of Redevelopment as defined under the Local Redevelopment and Housing Law at N.J.S.A. 40A:12A and was designated as such on December 1, 2003, subsequently the Borough Council expanded the Area in Need of Redevelopment designation in Borough Council Resolution 2019-224 to include Block 8, Lots 12-14, and Block 18, Lots 8-12; and

**WHEREAS**, previously, the Borough Council adopted several iterations of plans and entered into several agreements with other entities for the redevelopment of the Property but the redevelopment had not come to fruition; and

**WHEREAS**, a new redevelopment plan prepared by the Borough’s Planner, Clarke Caton Hintz and dated July 20, 2020 (“Redevelopment Plan”), attached hereto, was prepared for the Property and adopted by the Borough Council in Ordinance 2020-04; and

**WHEREAS**, in accordance with the Redevelopment Ordinance, and the Redevelopment Plan, the Applicant has applied to the Planning Board of the Borough of Hightstown (“Board”) to redevelop the

Property in accordance with the Redevelopment Plan and is proposing to construct a total of 387 residential dwellings (343 apartments, 43 townhouses, and one manager residential unit) in multiple residential buildings and a mixed residential-commercial building on three of the four tract areas within the Bank Street Redevelopment Area, as described more fully on Applicant's Plan, attached hereto and made a part hereof; and

**WHEREAS**, the Applicant is further proposing to rehabilitate two of the existing historic mill buildings and to construct associated parking facilities, including off-street parking spaces, and other improvements; and

**WHEREAS**, the Applicant has applied to the Board for minor subdivision approval in accordance with N.J.S.A. 40:55D-47 in order to consolidate Tracts A and B (as defined below) of the redevelopment area into one lot and then to subdivide into three lots, preliminary and final major site plan approval in accordance with N.J.S.A. 40:55D-46 and N.J.S.A. 40:55D-50 and exceptions and waivers (the "Relief Requested"); and

**WHEREAS**, the Applicant has applied for the following design exceptions from the Redevelopment Ordinance as part of the Relief Requested:

Design exception for a retaining wall that exceeds the permitted 8' in height; and

**WHEREAS**, the Applicant complied with the notification and publication requirements of the Municipal Land Use Law and the Borough's Ordinances and the Board assumed jurisdiction of the Applicant's request; and

**WHEREAS**, the Applicant submitted the following documents in support of the Relief Requested:

Application dated August 14, 2020, with associated documents;

Preliminary and Final Major Site Plan for PRC Hightstown, prepared by Yosef Portnoy, PE, Maser Consulting, dated August 14, 2020, consisting of 30 sheets;

Minor Subdivision Plan, prepared by Maser Consulting, consisting of 2 sheets, dated August 10, 2020;

Fire Truck and Circulation Plan, prepared by Maser Consulting, sheet 1 of 1, dated August 14, 2020;

ALTA Survey, prepared by Maser Consulting, sheet 1 of 1, dated January 19, 2017, last revised August 19, 2020;

B&T Survey, prepared by Maser Consulting, Sheet 1 of 1, dated April 25, 2019, last revised June 3, 2020;

Stormwater Management Report, and Stormwater Management Maintenance Report, both prepared by Maser Consulting and dated August 2020;

Report of Subsurface Exploration and Foundation Evaluation, prepared by Maser Consulting, dated March 13, 2018;

Report of Subsurface Exploration and Infiltration Evaluation, prepared by Maser Consulting, dated July 18, 2017;

Preliminary Report of Infiltration Evaluation, prepared by Maser Consulting, dated March 23, 2020;

Wetland Delineation Report, prepared by Maser Consulting, dated January 2020;

Traffic Impact Study, prepared by Maser Consulting, dated August 14, 2020;



Environmental Impact Assessment, prepared by Maser Consulting, dated August 2020;  
Architectural Plans, prepared by Feinberg and Associate, PC; and

**WHEREAS**, the Board considered the following reports from the Borough's experts and other Borough bodies:

Memorandum from the Board Planner, Brian Slauch, P.P., AICP, dated September 12, 2020;  
Memoranda from the Board Engineer, Carmela Roberts, P.E., dated September 11, 2020 and September 14, 2020;  
Memorandum from the Hightstown Historic Preservation Commission, dated September 10, 2020;  
Memorandum from the Borough Zoning Officer, George Chin, dated September 14, 2020;  
Memorandum from the Borough Environmental Commission, dated August 26, 2020;  
Memorandum from the Borough Fire Chief, dated September 11, 2020; and

**WHEREAS**, public hearings were held by the Board on the Hearing Dates, at which time the Applicants, represented by attorney Michael Floyd, Esq. of Archer & Greiner, P.C., were given the opportunity to present testimony and legal argument, and the Board's consultants and members of the public were given an opportunity to comment on the Application; and

**WHEREAS**, the following documents were marked into evidence as the Applicants' exhibits during the hearing:

Exhibit A-1 Planning Overview dated September 14, 2020 containing 34 slides;  
Exhibit A-2 Color rendering of site plan;  
Exhibit A-3 Overall layout of project dated August 14, 2020, last revised September 2, 2020;  
Exhibit A-4 Layout of Tract A;  
Exhibit A-5 Tract A Utility Plan;  
Exhibit A-6 Layout of Tract B;  
Exhibit A-7 Tract B Utilities;  
Exhibit A-8 Layout of Tract C;  
Exhibit A-9 Tract C Utilities;  
Exhibit A-10 Architectural Elevations, Floor plans, and Renderings dated August 14, 2020, containing 88 slides;  
Exhibit A-11 Basement Plan Bank Street Multifamily - Revised parking/egress stair layout; and

**WHEREAS**, members of the public appeared to ask questions and to speak with regard to the Application, as more fully set forth on the record; and

**WHEREAS**, the Applicant presented testimony to the Board as more fully set forth on the record from James Constantine, P.P., Applicant's Planner; and

**WHEREAS**, Mr. Constantine testified before the Board, as follows:

Mr. Constantine, was sworn, provided his qualifications and was accepted by the Board as a licensed professional planner. Mr. Constantine reviewed the history of the Property and testified with regard to its size,



shape and location. The Property's history is that of a working waterfront, mills, warehouses, and commerce that took place along Main Street next to Peddie Lake and along the Rocky Brook. The Property is a 10.88-acre site which extends from North Main Street and connects downtown to neighborhoods spanning the Rocky Brook. The site is within a five-minute walk of downtown. Mr. Constantine testified that the site will be broken into three tracts that will each have their own unique characteristics. The site will provide an opportunity to re-anchor N. Main St. between the firehouse and the historic society by removing the former Borough Hall and reclaiming some of the surface parking lots into a new mixed-use building. In the middle portion of the site, the restoration and adaptive reuse of the mills along Bank Street and spanning the Rocky Brook will be the historic centerpiece. Mr. Constantine indicated that the blue storage building on N. Academy St. was removed and stated that there is an opportunity on N. Academy St. to create a transition that is compatible with the scale of the surrounding homes and that allows a pedestrian friendly connection to downtown.

Mr. Constantine indicated that there will be two primary points of vehicular access to the new uses. The first, is the continuation of Mechanic Street off of Bank St. and off of N. Academy St. The firehouse will retain its existing access off of Main Street and there will be a small parking area off of N. Academy St. in the lower right portion. Mr. Constantine opined that the applicant is not increasing traffic to a level that would necessitate any traffic improvements. Mr. Constantine also noted that the area will be bicycle friendly and will contain bike racks, protected bike storage, and a bike repair facility. In order to attract residents who are less auto dependent, the Applicant proposes to provide a jitney service that shuttles people door to door to the Princeton Junction train station and the park and ride facility at exit 8.

Mr. Constantine testified that N. Main St. will be utilized by residents and visitors walking to and from the downtown area and will contribute to a pedestrian friendly downtown lifestyle. Mr. Constantine indicated that the entire streetscape on Bank Street will be improved in accordance with the Borough's downtown design standards with the addition of historic streetlights, new shade trees where necessary, brick edge sidewalks, and the replacement of worn crosswalks which will be safer and more visible, and striping as recommended by the Borough Engineer. Mr. Constantine referenced a rendering provided by the Applicant and indicated that the building composition along Bank Street is deliberately broken down into a series of smaller elements that will be interconnected. Mr. Constantine described the two brick mercantile style buildings that will be separated by a small garden courtyard. Further, Mr. Constantine described a cream-colored masonry building that is designed to be evocative of a factory type building that will connect to the concrete mill. Mr. Constantine indicated that the lighter colored connecting elements will be constructed of corrugated metal and stepped back to provide depth and shadow and the movement of the different components along the streetscape in order to make an interesting, varied pattern. Mr. Constantine testified describing the proposed inner courtyard where Mechanic Street extends in through the mixed-use building into a completely enclosed courtyard.

Mr. Constantine stated that there are 30 public parking spaces on the ground floor of the parking garage to support downtown customers and employees, six spaces reserved for the fire department, and upper level parking reserved for residents. Mr. Constantine testified that the Mechanic Street right-of-way will be vacated but will remain a fully publicly accessible driveway for vehicles in order to reach the parking structure. The fire department will have a secured and controlled access to the parking lot at the rear of the firehouse and then back toward Bank Street.

With regard to the concrete mill, Mr. Constantine indicated that it will be restored, repaired, and adaptively reuse for loft style apartments. A new canopy along Bank Street will define the entry and landscaping

will be used to soften the streetscape. The Applicant will utilize native species that are tolerant of drought and urban conditions in the proposed landscaping. Mr. Constantine testified that a new pool and patio are proposed behind the building facing the Rocky Brook. Mr. Constantine went on to testify that this building also interconnects with the mixed-use building to its left and along the restored bridge across the Rocky Brook to the brick mill building to its right.

Mr. Constantine indicated that the proposed townhomes will maintain the architectural integrity of the historic mills as required by the redevelopment plan but will also provide a transition and scale to the surrounding neighborhood. The townhouses will face one another across a narrow courtyard. Along and around the townhouses the Applicant proposes to install textured walkways, low masonry walls, tiered landscaping, a small fountain, a pavilion with benches and movable chairs and tables, and a courtyard.

**WHEREAS**, the Applicant presented testimony to the Board as more fully set forth on the record from Stanley J. Koreyva; and

Stanley J. Koreyva, Jr. was sworn and testified on behalf of the Applicant as a fact witness. Mr. Koreyva testified that the PRC management company was established 60 years ago. Mr. Koreyva detailed the companies experience in multi-family real estate development and management.

**WHEREAS**, the Applicant presented testimony to the Board as more fully set forth on the record from Yosef Portnoy, P.E., Applicants' Engineer; and

**WHEREAS**, Mr. Portnoy testified before the Board, in part, as follows:

Mr. Portnoy provided his qualifications and was accepted by the Board as a licensed professional engineer. Mr. Portnoy testified describing the redevelopment site. The site is located on the former Hightstown mill site, it is primarily located on Bank Street between North Academy and North Main Streets. The Rocky Brook bisects the site which is approximately 10.8 acres. The surrounding area contains a mix of uses comprised of residential, municipal facilities, and business uses. The Applicant seeks preliminary and final site plan and minor subdivision approval to construct a total of 343 apartments, 43 townhomes, and management building with an additional manager's apartment, parking structures, parking lot, and associated site improvements.

The overall site is divided into three tracts. Mr. Portnoy indicated that Tract A includes block 21, lots 1 through 14, and lots 20 and 26. Tract A is 4.37 acres. Tract B is located between the Rocky Brook and N. Main St. and includes block 30, lots 1 through 7 and 10 through 13, and a portion of the Mechanic Street right-of-way which will be vacated as part of the development. Tract B contains approximately 4.57 acres. Tract C includes block 8, lot 12 and contains approximately 1.86 acres. Mr. Portnoy indicated that due to the site's proximity to the Rocky Brook, there are portions of the site that are within the flood hazard area. The Applicant obtained flood hazard verification for all of the tracts and has verified the flood hazard areas and the riparian zones. There are also freshwater wetlands along Rocky Brook. Mr. Portnoy indicated that a letter of interpretation will be obtained from the New Jersey Department of Environmental Protection. Mr. Portnoy indicated that the site is also within the jurisdiction of the Delaware Raritan Canal Commission and will be subject to its review and approval as well.



Mr. Portnoy described the layout of the site. With regard to Tract A, Mr. Portnoy testified that it currently contains a vacant brick mill building, asphalt and gravel parking lots, and the steel industrial building on the corner of Academy and Bank Street. Several structures have been previously demolished on Tract A. Mr. Portnoy described the bridge over the Rocky Brook connecting the brick mill building and the concrete mill building on Tract B. All existing improvements on Tract A are to be removed other than the brick building and the bridge over the Rocky Brook. Mr. Portnoy indicated that the proposed development on Tract A will consist of renovating the existing brick mill building into a three-story apartment building with 91 apartments and an amenity space. In addition, Tract A will contain six townhome buildings containing a total of 35 units. The townhome buildings will have one and two car garages and a two-level parking structure. The parking structure entrance is proposed to be in the north to the lower level while the upper level of the garage is roughly at grade of the adjacent property to the south. Mr. Portnoy testified that Tract A complies with the redevelopment plan in terms of setbacks, building heights, coverages etc. as noted on the zoning table on the plan. Mr. Portnoy testified that the proposed parking garage was very close to the adjacent property to the south and agreed and stipulated that the applicant will revise the plan in order to shift the parking garage to the north. The shifting of the parking garage will result in the reduction of at least eight parking spaces but it will provide additional clearance between the adjacent building to the south and provide easier access to the building.

Mr. Portnoy indicated that North Academy Street is located along the west side of the tract and contains an existing 26 foot wide cart way. The Applicant proposes to widen the street in the proximity of the redevelopment area to 28 feet and place on street parking on the east side of the street. Mr. Portnoy further testified that the widening of the street will have no impact on any of the existing parking on the street. Tract A will contain a total of 234 parking spaces which is a reduction from the 242 shown on the plan resulting from the removal of the eight spaces and the reconfiguration of the parking garage to the north. The townhome garages will provide for 41 parking spaces. The proposed parking garage will contain 139 parking spaces and 44 surface parking spaces will be provided as opposed to the 52 shown on the site plan. Mr. Portnoy stated that the Applicant will install four electric vehicle charging spaces where three are required. Mr. Portnoy testified that both the trash and recycling will be picked up by a private company. Later in the hearing, the Applicant stipulated that the Applicant will provide and pay for services such as trash and recycling removal, onsite street lighting, and snowplowing. The Applicant proposes to construct two trash enclosures, although one may be removed if not needed.

With regard to access, Mr. Portnoy testified that access to the site will be via a driveway off of N. Academy St. Emergency access is proposed from Stockton Street along a proposed access easement through private property. The Applicant is negotiating an access easement with the private property owner, which is required for the project. Mr. Portnoy testified and stipulated that the Applicant will accept the requirement that it obtain this easement as a condition of any approval. Mr. Portnoy indicated that the fire department will have access through this easement but that it will not be used by residents. The access will be controlled and will only be accessible by fire and emergency vehicles. Mr. Portnoy testified that the applicant has adequately demonstrated that a fire truck can access and circulate through the site.

Mr. Portnoy indicated that the lots that comprise Tract A are to be consolidated into one lot that will contain approximately 4.37 acres as shown on the subdivision plan that was submitted to the Board. Mr. Portnoy indicated that the subdivision plan also shows sidewalk access easements and construction easements.



With regard to the flood hazard area, Mr. Portnoy testified that the flood hazard exists primarily along the Rocky Brook and does not encroach onto the site. Mr. Portnoy further testified that the first floor of all of the buildings are going to be elevated at a minimum of 1 foot above the flood hazard area. The grades along the street and the townhomes all front along the public street and will all have steps along the front. The grades drop behind the townhomes in order to provide the aforesaid garages and lower levels.

With regard to stormwater management, Mr. Portnoy testified that runoff is collected by two sets of storm sewers. One storm sewer collects clean runoff from the roofs and a separate storm sewer collects the runoff from the pavement. The pavement runoff will be treated to 80% TSS removal and there and then will be discharged to an existing 36-inch culvert running through the tracts at Rocky Brook. Mr. Portnoy testified that due to poor soils and groundwater contamination, infiltration and recharge are not possible. Mr. Portnoy agreed and stipulated that the Applicant would work with the Borough Engineer in order to address her concerns regarding stormwater management.

With regard to utilities, Mr. Portnoy testified that existing connections exist along the rights-of-way of all of the streets. The Applicant proposes a water main loop through the site that will connect the water main at Bank Street and N. Academy St. Mr. Portnoy stated that there is an existing fire hydrant located near the intersection of Bank and North Academy streets. In addition, the Applicant proposes an additional four fire hydrants on site and an additional fire hydrant on Bank Street. Mr. Portnoy testified that there is a proposed sewer connection to the existing main at Bank Street. Mr. Portnoy also stated that there are existing utility poles along the south side of Bank Street which will be removed in order to install the proposed parking.

With regard to Tract B, Mr. Portnoy described the proposed multi-mixed-use building. Mr. Portnoy indicated that this building wraps around a proposed parking garage. The existing access from N. Main St. to the rear of the firehouse will be maintained and there will be an additional access through the garage from the driveway off of N. Main St. The additional access will be restricted to emergency use only. Mr. Portnoy testified that the Applicant also proposes reconstruction of the Rocky Brook trail along the Brook that will connect into the driveway and run along the driveway to the former Mechanic Street and to reconnect the trail with new signage. The Applicant also proposes to construct a new swimming pool in the rear along the Brook along with two courtyards and amenity spaces. Mr. Portnoy indicated that Tract B complies with all bulk setbacks and area requirements in the redevelopment plan. Mr. Portnoy testified that the Applicant will install grass pavers to the swimming pool between the new mixed-use buildings and the Brook in order to permit the fire department to reach the pool. Mr. Portnoy indicated that all of the lots in Tract B will be consolidated, Mechanic Street will be vacated, and the lot line for the firehouse lot will be adjusted in order to conform with the new development. In addition, Mr. Portnoy indicated that there will be several new cross access easements both on the development lot and the fire department lot allowing access through the lot for public access, utilities, and emergency access.

With regard to utilities, Mr. Portnoy indicated that water connections will be made for the concrete building to existing mains on North Main St. A water loop is proposed through former Mechanic Street and the firehouse lot in order to provide water connection from Bank Street to N. Main St. Mr. Portnoy also stated that an existing sewer line will be adjusted to accommodate the development. With regard to electric power, Mr. Portnoy indicated that a power line that runs along Mechanic Street will be placed underground and will run under the proposed new building. Mr. Portnoy stated that the relocation of the power line will be accomplished without interrupting service to adjacent businesses, uses and the firehouse. With regard to



stormwater management, Mr. Portnoy testified that the runoff on Tract B will be treated in the same manner as the runoff on Tract A.

With regard to Tract C, Mr. Portnoy indicated that an existing building known as the Willis house is proposed to be removed. In place of the Willis house, the applicant proposes one row of townhouses fronting on Bank Street. Behind the proposed townhomes, the Applicant will construct a structure that will mimic the Willis house. That structure will function as amenity space, leasing space, management space, and will include an apartment for the manager. Access to the rear garages of the townhomes will be constructed via a driveway off of N. Academy St.

With regard to utilities, the Applicant proposes connections to existing mains in North Academy and Bank streets. The stormwater runoff will be treated or will be collected through porous pavement in the parking stalls and will be detained in an underground detention system. The runoff will then be discharged toward the Brook. Mr. Portnoy indicated that the Tract C meets all setback and bulk standards as required by the redevelopment plan.

Mr. Portnoy addressed the Borough Planner's comments regarding the location of shade trees and stipulated that the Applicant will work with the Planner to locate the shade trees within the right-of-way or the Applicant will provide easements for the trees that are not located within the right of way. With regard to landscaping, Mr. Portnoy stated that the Applicant proposes predominantly native vegetation but that the Applicant will coordinate with the Board Planner in finalizing the landscape plan. The Applicant agreed and stipulated that the lighting located on the west side of N. Academy St. would be moved to the east side; and

**WHEREAS**, the Applicant presented testimony to the Board as more fully set forth on the record from Maurice Rached, P.E., Applicants' Traffic Engineer; and

**WHEREAS**, Mr. Rached testified before the Board, as follows:

Mr. Rached provided his qualifications and was accepted by the Board as a licensed professional engineer specializing in traffic study. Mr. Rached reviewed the Applicant's traffic study that had been submitted to the Board in conjunction with the Applications. In terms of traffic impact, Mr. Rached analyzed nine intersections: along N. Main St., the intersection with Bank, Mechanic, Franklin, Stockton, and Mercer were analyzed. Along Stockton, the intersections at North Academy and Old Dutch Neck and along Bank Street, and the intersection with Mechanic and with North Academy Streets were also analyzed. In conducting the traffic study, Mr. Rached analyzed the average daily vehicle trips as they exist today, as they will exist in the future without the development and as they will exist in the future with the development. Mr. Rached indicated that he then compared the future with and without development in terms of delay and that the analysis showed, for most of the intersections, that the introduction of the new development will not have a significant impact on traffic. The increase in any delays will be a fraction of a second. Mr. Rached did however identify that at the intersection of N. Main St. and Franklin Street heavy delays already exist. Mr. Rached indicated that in the p.m. peak the overall delay at that intersection is 115 seconds per vehicle but after the Applicant implements the improvement optimizing the traffic signal, the delay will be reduced from 115 seconds to about 89 seconds. Mr. Rached also indicated that a warrant analysis was conducted for two intersections to determine if a signal is needed but found that signals were already warranted predevelopment. The two locations are North Academy and Stockton and Main St. in Bank Street. However, Mr. Rached concluded that although traffic signals may be warranted, they are not optimal for the location as they may increase rear end accidents. In his opinion, the two traffic signals are



not needed at this time. With regard to parking, Mr. Rached stated that the parking complies with the redevelopment plan. The plan requires approximately 567 parking spaces and the Applicant is providing 683.

In response to the board traffic engineering consultant's testimony, Mr. Rached further testified that the difference between a build and no build scenario within the next few years is a 1% increase. Mr. Rached argued that a traffic light was not necessary. Mr. Rached reviewed his analysis and the results of his traffic study and explained his conclusions to the Board. Ultimately, Mr. Rached agreed and stipulated on the record that the Applicant would work with the Borough Engineer and would conduct a predevelopment and post development study to determine what further measures would be implemented in the development in order to improve traffic flow, pedestrian safety, adequate parking, etc.; and

**WHEREAS**, the Applicant presented testimony to the Board as more fully set forth on the record from Peter Wersinger, Applicants' Vice President and General Counsel; and

**WHEREAS**, Mr. Wersinger testified before the Board, as follows:

Peter Wersinger was sworn and testified on behalf of the Applicant as a fact witness. Mr. Wersinger testified that representatives of the Applicant had several conversations with Doug Albrecht of CCL. Mr. Wersinger assured the Board that CCL would be involved with the relocation of the power lines and that service would not be interrupted; and

**WHEREAS**, the Applicant presented testimony to the Board as more fully set forth on the record from William Feinberg, Applicants' Architect; and

**WHEREAS**, Mr. Feinberg testified before the Board, as follows:

Mr. Feinberg provided his qualifications and was accepted by the Board as a licensed professional architect. Mr. Feinberg testified describing the appearance of the proposed buildings. The building that fronts on N. Main St. where the municipal building is located is proposed to be set back. With regard to the proposed apartment building, Mr. Feinberg indicated that the building contains space for a potential boutique hotel. The hotel, if constructed within the building, will contain 16 hotel suites. If the Applicant moves forward with the construction of the boutique hotel, the number of apartment units will be decreased by 10 with the addition of the 16 hotel units which is permitted in the redevelopment plan.

With regard to trash collection on Tract B, Mr. Feinberg indicated that a trash room will be located on the ground level of the parking garage. The trash dumpsters will be rolled out from the trash room and will be picked up by a private hauler through the Mechanic Street driveway. Mr. Feinberg indicated that the Applicant will work with the fire department in order to establish a bilateral easement agreement in order for the trash hauler to traverse the easement twice or three times a week. Mr. Feinberg indicated that a modification was made to the lower level of the parking garage to include five more parking spaces. Another modification allows the elevator that services the public and the stair tower to come down to the lower level. The building consists of 193 apartment units. The units range in square footage from approximately 500 to 1100 sq. ft. The apartments are a combination of studios, one-bedroom, one-bedroom plus den, and two-bedroom units. Mr. Feinberg testified with regard to the connections of the buildings and indicated that the new building will be connected to the concrete building and the brick building.

Mr. Feinberg testified describing the elevations that are proposed and stated that those elevations will match and be integrated into existing elevations in the adjacent neighborhoods. Mr. Feinberg testified that the rooftop amenities will not extend beyond the fourth floor of the residential units and agreed to correct a mistake on the plan that appeared to show the amenities to extending beyond the fourth floor. Mr. Feinberg also reviewed the comments in the Borough Engineer's and the Borough Planner's reports and indicated that the Applicant would comply with the comments as they relate to the architectural aspects of the development.

Mr. Feinberg testified that the Applicant will submit the required application for the concrete mill building to be registered with the National Park Service and the National Historic Trust and will contain 59 units that range from 425 to 700 ft. Inside the building, the ceilings on the first floor will be approximately 19 to 20 feet high. The first floor will also be raised by 2 feet due to the flood hazard area. The building will contain a new entrance with a glass canopy onto Bank Street. Mr. Feinberg also noted that a partial floor fourth floor on the back of the building will be constructed in accordance with State historic preservation guidelines. The exterior of the building will be clad in corrugated metal. An existing one-story addition to the building will serve as the amenity space and will also contain a bike room. Mr. Feinberg also indicated that the stair tower will be rebuilt. The units in the building will mostly be one-bedroom units, some will be one-bedroom units with dens and a few will be studio apartments.

With regard to the HVAC units, Mr. Feinberg indicated that they will be located on the roof away from any public street and will not be visible. Mr. Feinberg noted that the applicant will work with the Borough professionals in order to add more bicycle racks. Mr. Feinberg also noted that all of the buildings will be sprinklered.

With regard to the brick mill Mr. Feinberg testified that the Applicant will submit the required application for the building to be registered as an historic building and the applicant will need to re-create the exterior of the building in accordance with applicable requirements. Mr. Feinberg indicated that the exterior of the brick building is in very poor shape and will be completely rehabilitated. Mr. Feinberg described the new main entrance which will be located in the vicinity of the engine room. The building will contain 91 units which will comprise a series of studios, one-bedroom units, one-bedroom units with dens, one-bedroom junior units, two-bedroom units, and a series of duplex units. The building contains a full basement which will also contain five or six units. Mr. Feinberg also reiterated that the parking garage will be moved further to the north as was testified by other Applicant professionals. With regard to the townhomes, Mr. Feinberg indicated that none of the three-story townhomes will front on a public street in accordance with the redevelopment plan.

With regard to the Willis house, Mr. Feinberg testified that the applicant retained a structural engineer to inspect whether it could be rehabilitated. After an inspection, the Applicant decided, in conjunction with its structural engineer, to demolish the residence and construct a new building in its place that will act as an amenity space for the townhouse residence. Mr. Feinberg then described the new structure that will be constructed to replace the demolished Willis house and indicated that it will mimic the details of the original structure. Mr. Feinberg stated that the Applicant consulted with the Historic Preservation Commission with regard to materials and would comply with the commission's recommendations. In addition, the Applicant will reuse some of the materials and finishes from the interior of the house in the new structure.

In response to the Board Planner's comments, Mr. Feinberg agreed to alter the roof pitch on the



townhouses on the south side of Bank Street and the east side of Academy Street to match the 8.5 by 12 pitch that the Applicant has proposed on the north side of Bank Street. Mr. Feinberg further agreed to vary the entryways on the townhouses by retaining some shed roofs, turning the gable to the street, and removing roofs from some of the entryways; and

**WHEREAS**, the Board has made the following findings of fact and conclusions of law:

1. As stated herein, the Property is part of the Bank Street Redevelopment Area located west and south of Rocky Brook, bounded by North Academy Street and Bank Street. The Bank Street Redevelopment Area is a sub-area that has been designated Sub-Area I of the total Main Street Redevelopment Area, an area determined by the Borough Council to be an Area in Need of Redevelopment as defined under the Local Redevelopment and Housing Law at N.J.S.A. 40A:12A. The Property is comprised of several lots that are identified as Block 8, Lot 12; Block 21, Lots 1-14, 20 and 26; and Block 30, Lots 1-7 and 10-13 on the Hightstown Borough Tax Map. The Property is subject to a Redevelopment Ordinance and Redevelopment Plan, referenced herein and made a part of this Resolution.
2. The Applicant has been designated by the Borough Council as redeveloper of the Property and makes this Application before the Board as redeveloper.
3. The Application contemplates the construction of a total of 387 residential dwellings in multiple residential buildings and a mixed residential-commercial building on three tracts, enumerated A, B, and C, within the Bank Street Redevelopment Area, as shown on the Applicant's plan and as follows:

Tract A (Block 21, Lots 1-14, 20 and 26):

Tract A contains the brick mill building, driveways, and parking lots. The Applicant proposes to renovate and repurpose the existing brick mill into a three-story, ninety-one (91) unit apartment building, with a partial basement and interior amenity space for use by occupants only. The Applicant further proposes to construct thirty-five (35) townhouse units in six buildings, consisting of a mix of two-story, two and one-half-story and three-story units, with each unit having either a one-car or two-car garage. The Tract will also contain a structured parking garage with 139 parking spaces on two levels and forty-four (44) surface parking spaces. The Applicant originally proposed fifty-two (52) surface parking spaces but expects that approximately eight spaces will be eliminated due to the relocation of the parking garage further to the north. Access to Tract A will be provided by a driveway off of Academy Street with additional emergency access from Stockton Street through a proposed access easement. The lots comprising Tract A will be consolidated into one lot once the Applicant takes ownership of Borough properties with sidewalk easements for portions of the proposed sidewalk that encroach onto the tract.

Tract B (Block 30, Lots 1-7 and 10-13):

Tract B includes a portion of the Mechanic Street right of way to be vacated and contains the concrete mill building, the vacant steel industrial building, the Hightstown Engine Co. No. 1, and the vacant Borough of Hightstown Municipal Building. All existing buildings and improvements on this tract are being removed except for the concrete mill building and the fire house. The Applicant proposes to renovate and repurpose the concrete mill building into a four-story, fifty-nine (59) unit apartment building, with interior amenity space for use by occupants only. The Applicant further proposes to construct a new, four-story building, fronting on Main Street that will include one hundred ninety-three (193) apartment units and interior amenity space for use by occupants only. A six-story structured parking garage, with a below grade lower level, will be attached to



the new building. The parking structure will contain 411 parking spaces, six (6) of which shall be dedicated to and reserved for use by the Borough Fire Department located on the ground floor, thirty (30) spaces shall be available for general public use to be located on the ground floor, and the remaining 385 spaces shall be reserved for use by the residents of the development. In accordance with the development regulations of the Bank Street Redevelopment Plan, the Applicant may modify the use of this new, four-story building by incorporating an optional Boutique Hotel into the structure. Such an alternative use will entail the elimination of ten (10) apartment units and the inclusion of sixteen (16) guest suites, together with associated personal and guest services and related accommodations and facilities that are permitted by the development regulations. The Applicant proposes to reconstruct the fire house parking lot to provide 17 surface parking spaces. The Applicant also proposes to reconstruct the greenway path along the Rocky Brook and to obtain any required NJDEP permits required in order to reconstruct the path. In addition, the Applicant will construct an in-ground swimming pool.

Access to Tract B will be provided by a new driveway off of Bank Street at the approximate location of Mechanic Street. The driveway will also provide access to the rear of the firehouse with an access control gate. Additional access to the fire house will also be provided off of North Main Street. The North Main Street driveway will also be used for emergency access to the proposed parking garage. The lots comprising Tract B will be consolidated into one lot once the Applicant takes ownership of the Borough properties, at which time, the portion of Mechanic Street within Tract B will be vacated and combined with the lot. The fire house lot line will also be adjusted by way of subdivision to accommodate the proposed development. Sidewalk easements are proposed for portions of the proposed sidewalk that encroach into the tract, as allowed by the redevelopment plan.

Tract C (Block 8, Lot 12):

Tract C contains an existing single-family residential house known as the Willis House which will be removed. The Applicant proposes to construct eight (8) townhouse units in one building, consisting of three-story units, with each unit having either a one car or two car garages. The Applicant further proposes to construct an amenity center with a fitness center, multi-purpose room, leasing office, and a second-floor, on-site manager's residence. Tract C will contain fourteen (14) surface parking spaces and access will be provided by a driveway off of Academy Street. Sidewalk easements are proposed for portions of the proposed sidewalk that encroach into the tract.

4. The Applicant has applied for preliminary and final major site plan approval in accordance with N.J.S.A. 40:55D-46 and N.J.S.A. 40:55D-50, minor subdivision approval in accordance with N.J.S.A. 40:55D-47, and certain design exceptions and waivers, as specified above in the Relief Requested. The purpose of the Main Street Redevelopment Plan is to provide a framework for the improvement and continued revitalization of the Redevelopment Area. As such, the Borough's Land Development Ordinance requirements are superseded by the zoning and design criteria and standards memorialized in the Redevelopment Ordinance and the Redevelopment Plan, as referenced herein and made a part hereof.

5. In evaluating the requests for site plan and minor subdivision approval, the Board is required to consider the development plan provided by the Applicant which is required to be compliant with the zoning and site development standards in the Redevelopment Ordinance and Redevelopment Plan and the Borough's requirements for preliminary and final major site plan and minor subdivision approval. The Board's authority in reviewing this Application is limited to determining whether it conforms to the applicable provisions, in this case, of the plans and specifications relative to the Redevelopment Area.



6. The Board may grant design waivers and exceptions in cases where the facts associated with an Application reasonably warrant such exceptions and waivers. The Board is generally empowered, by N.J.S.A. 40:55D-51b, to “grant such exceptions from the requirements for site plan approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and approval of an ordinance adopted pursuant to this article, if the literal enforcement of one or more provisions of the ordinance is impracticable or will exact undue hardship because of peculiar conditions pertaining to the land in question”.

7. With regard to overall site considerations related to the request for preliminary and final site plan approval, the Board finds that the Applicant’s proposed development is in keeping with the intent of the Redevelopment Ordinance and the Redevelopment Plan. The Board is satisfied that the mill buildings will not only be reused but applications will be made to place them on the national historic register and preserved. The Board is further satisfied with the Applicant’s commitment to recreate the Willis House and preserve certain original materials from its interior. The Board finds that the plan and facilities are very well designed and appreciates the Applicant’s willingness to engage with and take into consideration the comments and opinions of Borough commissions and committees as well as neighboring property owners and members of the public.

8. The Board is satisfied that the minor subdivision will be filed in accordance with law and fulfills the requirements of the Redevelopment Plan. The Board further acknowledges that this approval is contingent upon the Applicant’s acquisition of Borough properties and the Borough Council’s vacation of Mechanic Street.

9. With regard to the exception and design waivers, the Board is satisfied that good cause has been shown to allow departures from design standards required by the Redevelopment Ordinance.

10. The Board is satisfied that the Applicant’s proposal, overall, complies with the Redevelopment Ordinance and the Redevelopment Plan, subject to certain conditions, and is appropriate to the development of the Property. The Board finds that any potential adverse impact of the development on the Borough and its residents has been mitigated by the Applicants’ agreement to modify certain aspects of its plans in accordance with Board recommendations, the Board’s professionals’ recommendations and its agreement with the conditions that have been imposed herein. The Board finds that good cause has been shown to approve the Applicant’s application for preliminary and final site plan approval, minor subdivision approval, and exceptions, as stated above and herein, with the conditions imposed in this approval.

**NOW, THEREFORE, BE IT RESOLVED** based upon the foregoing findings of fact and conclusions of law, the Planning Board of the Borough of Hightstown does hereby GRANT preliminary and final major site plan approval and minor subdivision approval, for the Relief Requested by the Applicant, as stated above, in accordance with the facts presented and subject to the Applicant’s compliance with the following conditions:

1. The Applicant shall comply with Applicant’s and Applicant’s witness’ and professionals’ testimony and representations made before the Board and with any conditions and/or restrictions imposed herein and that may be required of or imposed upon the Applicant hereafter and which are necessary and reasonable based on said testimony and representations.
2. The Applicant shall comply with all requirements of the Redevelopment Plan and the Redevelopment Ordinance, except as specifically modified by this Resolution.

3. The Applicant shall secure the approval and permits of all other agencies having jurisdiction over the proposed development, as specified but not limited to those approvals in the Board Engineer's report dated September 12, 2020.
4. The Applicant shall replenish the escrow within three weeks of the final Hearing Date, if required. The grant of this Application is subject to confirmation of payment of current outstanding real property taxes and all professional and escrow fees and supplementation of the escrow account, as needed. No building permit shall issue without the Applicant having paid all outstanding balances for any taxes, professional or escrow fees or other charges related to the Property and the Property's development in accordance with this Resolution.
5. The Applicant shall comply with all statutory requirements in accordance with N.J.S.A. 40:55D-1 et seq. and Borough Ordinances for bonding and guarantees. The grant of this Application is subject to the posting of site improvement performance bonds, maintenance bonds, the payment of water and sewer connection fees and inspection escrow fees in accordance with law. The Applicant shall further enter into a Redevelopment Agreement with the Borough Council, as required and to the satisfaction of the Borough Attorney.
6. The Applicant shall comply with all recommendations in the Board Planner's report dated September 10, 2020, as applicable and to the extent those recommendations have not yet been satisfied, to the satisfaction of the Board Planner.
7. The Applicant shall comply with all recommendations in the Board Engineer's reports dated September 11, 2020 and September 14, 2020 as applicable and to the extent those recommendations have not yet been satisfied, to the satisfaction of the Board Engineer.
8. As stipulated on the record, the Applicant has agreed to perform an Alternatives Analysis of recommended improvements to be made at the intersections of North Main and Bank Streets and North Academy and Stockton Streets, rather than installation of traffic signals, prior to the post development study, discussed in Condition 9 below, and after issuance of the first certificate occupancy.
9. With regard to recommendation numbered 18 on page 25 of the September 11, 2020 report, the Applicant shall conduct a post-development study, which shall include traffic and pedestrian counts, during the peak commuter periods at nearby intersections to confirm the results of the Traffic Impact Study and to determine if the recommended improvements are adequate to accommodate the increase in area traffic. The traffic counts should occur within six (6) months after full build-out and occupancy of the site and construction of all associated site improvements, once traffic volumes have normalized. If additional improvements are necessary as a result of the post-development monitoring, the Applicant shall be responsible for providing, at a minimum, a pro rata share toward designing and constructing the necessary improvements and any additional costs shall be as negotiated with the Borough Council in the Redeveloper Agreement. The following terms and conditions are assumed by the Applicant as additional obligations:

The study area intersections should include:



- N. Main Street and Bank Street
- N. Main Street and Franklin Street
- N. Main Street and Stockton Street
- Stockton Street and Academy Street

The Applicant agrees to coordinate with the Borough for the resolution to improvements at the unsignalized intersections of North Main/Bank Streets and North Academy/Stockton Streets. The post-development count period should be extended to cover weekdays 6 am to 9 am and 2 pm to 6 pm and Saturday from 11 am to 2 pm in order to verify traffic control warrants, which will also need to account for pedestrian activity. Potential improvements to mitigate and improve the safety and capacity of the intersections will include:

- All-way stop control.
- Restricting movements during peak commuter hours (7:00 – 9:00 AM and 4:00 – 6:00 PM).
- Overhead flashing beacon to help enhance the visibility of this intersection.
- Raised or textured crosswalks to reduce vehicle speeds and improve motorist yielding.
- Other traffic calming devices.
- Other pedestrian enhancements.

The Applicant shall further retime the system of traffic signals along Main Street and provide any modifications that may be necessary, including advanced phasing and cycle lengths; and investigate the need to lengthen the turn lane storages, to improve vehicle progression.

The post-development analysis shall be provided to the Borough and the Applicant understands and agrees that constructing the needed modifications are subject to review and approval by the Borough.

10. The Applicant shall comply with the recommendations in the Fire Chief's report dated September 11, 2020 as follows: the second, third, fourth and fifth paragraphs marked with an asterisk on the first page of the report, the handwritten paragraph on the second page of the report, and the first six typed paragraphs marked with an asterisk on the second page of the report.
11. The Applicant shall comply with the following conditions:
  - a. As stipulated by the Applicant on the record, the Applicant shall obtain an access easement from neighboring property owner, CCL, for emergency access from Stockton Street, in a form and manner satisfactory to the Borough Attorney and Board Engineer.
  - b. The Applicant's Plans shall be amended to demonstrate that any rooftop amenities do not extend past the fourth floor and to correct the number of parking spaces in the garage from 20 to 30, to the satisfaction of the Board Engineer.
  - c. The Applicant shall amend the on-street parking plan on Academy and Grant Streets, to the satisfaction of the Borough Engineer.
  - d. The Applicant shall provide trash and recycling removal, onsite street lighting, and snowplowing. The Applicant acknowledges that Applicant will be solely responsible for the provision of the foregoing services and that the Borough will not provide or reimburse for said services.
  - e. The Applicant shall provide a snow removal plan that complies with NJDEP rules and regulations, to the satisfaction of the Board Engineer.

- f. The Applicant shall relocate the proposed greenway, to the satisfaction of the Board Engineer and Board Planner.
  - g. The Applicant shall lower the heights of the light poles on North Academy Street and move said poles from the west side of the street to the right side, to the satisfaction of the Board Planner and Board Engineer.
  - h. The Applicant shall ensure and demonstrate that vehicle charging stations meet all State requirements and standards, to the satisfaction of the Board Engineer.
  - i. The Applicant shall screen all mechanical equipment and the retaining walls from public view, to the satisfaction of the Board Planner.
  - j. The Applicant shall install a mid-block cross walk, curb cut, and ramp across Bank Street at the entrance to Rocky Brook Park.
  - k. The Applicant shall not install any chain link fencing and acknowledges that any fencing installed will comply with Redevelopment Plan criteria.
  - l. The Applicant shall not install any signage on the Property without prior Board approval.
  - m. The Applicant shall not remove either of the two proposed trash enclosures unless the Applicant can demonstrate to the satisfaction of the Board Engineer and the Borough Construction Official that either of the two the trash enclosures are not needed.
12. The approval herein memorialized shall not constitute, nor be construed to constitute, any approval, direct or indirect, of any aspect of the submitted application, which is subject to third-party jurisdiction and which require approvals by any third-party agencies, including but not limited to any State or County agencies.
13. The grant of this Application shall not be construed to reduce, modify or eliminate any requirement of the Borough of Hightstown, any Borough Ordinances, or the requirements of any Borough agency, board or authority, except as specifically stated in this Resolution.
14. The grant of this Application shall not be construed to reduce, modify or eliminate any requirement of the State of New Jersey Uniform Construction Code.
15. In accordance with the adopted ordinance provisions and the current requirements of the Borough, all construction and site improvements shall take place in strict compliance with the testimony and with the plans and drawings which have been submitted to the Board with this application, or which may be revised, and all buildings will be constructed in accordance with the renderings shown to the Board. All construction shall comply with all Borough noise and dust control regulations during construction. This requirement shall be included in the Redeveloper Agreement between the Applicant and the Borough Council.

ROLL CALL VOTE ON MOTION TO APPROVE PRELIMINARY AND FINAL MAJOR SITE PLAN  
AND MINOR SUBDIVISION.

(September 16, 2020)

Moved By: Mr. Misiura

Seconded By: Mayor Quattrone



Those in Favor: Mr. Montferrat, Mayor Quattrone, Mr. Misiura, Ms. Asselstine, Mr. Searing, Mr. Laudenberger, Ms. Watkins, Mr. Balcewicz and Mr. Cabot.

Those Opposed: None

Those Absent or Recused: Ms. Jackson


ROLL CALL VOTE TO APPROVE RESOLUTION OF MEMORIALIZATION  
(November 9, 2020)

Moved By: Mayor Quattrone


Seconded By: Mr. Misiura

Those in Favor: Mr. Montferrat, Mayor Quattrone, Mr. Misiura, Ms. Asselstine, Mr. Searing, Mr. Laudenberger, Ms. Watkins, Mr. Balcewicz and Mr. Cabot.

Those Absent or Recused: Ms. Jackson

  
\_\_\_\_\_  
Fred Montferrat, Chairman  
Hightstown Borough Planning Board

I hereby certify this to be a true and accurate copy of the Resolution adopted by the Planning Board of the Borough of Hightstown, Mercer County, New Jersey at a public meeting held on November 9, 2020.

  
\_\_\_\_\_  
Sandy Belan, Secretary  
Hightstown Borough Planning Board

**EXHIBIT 3**

**PROJECT SCHEDULE**

**PROJECT SCHEDULE**  
**(Bank Street Redevelopment Project, Hightstown, New Jersey)**

	<b><u>Task</u></b>	<b><u>Date</u></b>
1.	Redeveloper to obtain Final Site Plan and Subdivision Approval for Project	Complete
2.	Execute Financial Agreement	Completed Concurrently with Execution of Redevelopment Agreement
3.	Apply for Remaining Governmental Approvals (DEP, DRCC, etc.)	August 31, 2025
4.	Receipt of Remaining Governmental Approvals; Finalize Resolution Compliance	February 15, 2026
5.	Receive Financing Commitment for Component 1	May 15, 2026
6.	Commence Construction of Component 1	July 1, 2026
7.	Complete Construction of Component 1	Within 18 months of Commencing Construction of Component 1
8.	Receive Financing Commitment for Component 2	April 1, 2027
9.	Commence Construction of Component 2	June 1, 2027
10.	Complete Construction of Component 2	Within 18 months of Commencing Construction of Component 2
11.	Application for Historic Tax Credits for Rehabilitation of Existing Structures	April 1, 2028
12.	Receipt of Historic Tax Credits	June 20, 2028
13.	Receive Financing Commitment for Component 3	August 1, 2028
14.	Commence Construction of Component 3	September 15, 2028

15.	Complete Construction of Component 3	Within 18 months of Commencing Construction of Component 3



**EXHIBIT 4**

**LIST OF PROJECT GOVERNMENTAL APPROVALS**

## EXHIBIT 4

### APPROVALS/PERMITS/REPORTS 3PRC, LLC (Hightstown)

**PROPERTY:** Block 8, Lot 12 (the Willis House); Block 21, Lot 1.01 (formerly Block, Lots 1-13, 20 & 26) Block 21, Lot 14; and Block 30, Lot 1.01 (formerly a portion of Lot 1, Lots 2-7, 10, 11 & a portion of 12)

[The new Block and Lot designations are attributable to the Minor Subdivision Approval secured by 3PRC, LLC on June 12, 2023, with the Subdivision Plat filed in the Mercer County Clerk's Office on January 30, 2024].

### **PROJECT: Bank Street Village Redevelopment Project**

#### **A. BOROUGH OF HIGHTSTOWN:**

1. Preliminary and Final Major Site Plan Approval and Minor Subdivision Approval – November 9, 2020 Resolution
2. Minor Subdivision Approval, replacing 2020 lapsed Minor Subdivision Approval – June 12, 2023 Resolution
3. Minor Subdivision Plat filed and recorded in the Mercer County Clerk's Office on January 30, 2024
4. Conditional Designation of 3PRC, LLC as the Redeveloper – 6/3/2024; to be a permanent designation upon approval of Redevelopment Agreement
5. Redevelopment Agreement – pending
6. Financial Agreement (PILOT) – pending
7. Mechanic Street vacation (the vacation of that portion of Mechanic Street located south of Bank Street and situated within the footprint of the Bank Street Village Redevelopment Project)
8. Local sewer service approval
9. Local water service approval

#### **B. MERCER COUNTY:**

1. Mercer County Planning Board Site Plan and Minor Subdivision Approvals – December 15, 2020
2. Mercer County Planning Board Resolution of Minor Subdivision Approval, replacing 2020 lapsed Minor Subdivision Approval – November 8, 2023; Filed/Recorded Minor Subdivision Plat in the Mercer County Clerk's Office on January 30, 2024.
3. Mercer County Soil Conservation District – Soil Erosion and Sediment Control Plan Certification

## **EXHIBIT 4**

### **C. STATE APPROVALS:**

1. NJDEP – FWW LOI/Line Verification
2. NJDEP – FHA Verification
3. NJDEP – FHA, FWW GP11 for Outfalls/Intake Structures, and Water Quality Certificate; Permit #1104-04-0002.2 LUP 210001
4. NJDEP – Treatment Works Approval
5. NJDEP – Bureau of Safe Drinking Water Permit
6. NJDEP environmental remediation permits, RAOs, and Determinations, if necessary and applicable

### **D. MISCELLANEOUS:**

1. FEMA/LOMR - Floodway-LOMR-Determination
2. Delaware & Raritan Canal Commission approval
3. Any other Governmental Approval that may become necessary to complete the Project.

Borough of Hightstown  
County of Mercer

Resolution 2025-118

**RESOLUTION ENDORSING THE FOURTH ROUND  
HOUSING ELEMENT AND FAIR SHARE PLAN**

**WHEREAS**, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the “Amended FHA”); and

**WHEREAS**, the Borough adopted a “binding resolution” accepting the DCA-calculated Present Need and Prospective Need, as required by the Amended FHA, on January 21, 2025, establishing its Fourth Round Present Need of 47 units and Prospective Need of 35 units; and

**WHEREAS**, in accordance with the Amended FHA and the Administrative Office of the Court’s Directive No. 14-24, the Borough filed a timely Fourth Round Declaratory Judgment complaint (“DJ Complaint”) with the Affordable Housing Dispute Resolution Program (“the Program”), along with its binding resolution, on January 22, 2025; and

**WHEREAS**, the filing of the DJ Complaint gave the Borough automatic, continued immunity from all exclusionary zoning lawsuits, including builder’s remedy lawsuits, which is still in full force and effect; and

**WHEREAS**, on March 25, 2025, the court issued an order fixing the Borough’s obligation and authorized the Borough to proceed with preparing and adopting its Housing Element and Fair Share Plan for the Fourth Round (“Court Order”); and

**WHEREAS**, the Borough’s Affordable Housing Consultant, Brian Slaugh, PP, AICP has prepared an updated Housing Element and Fair Share Plan that addresses the Borough’s Fourth Round affordable housing obligation (the “Fourth Round HEFSP”); and

**WHEREAS**, the Borough of Hightstown Planning Board, at a meeting held on May 12, 2025, reviewed the Fourth Round HEFSP and determined that it was consistent with the Master Plan and that implementation of the Fourth Round HEFSP is in the public interest and would promote the general welfare and, by Resolution No. 2025-07 dated May 12, 2025, adopted the Fourth Round HEFSP.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of Borough of Hightstown, County of Mercer, State of New Jersey, on this 2<sup>nd</sup> day of June 2025, that:

1. The Borough Council hereby endorses the Fourth Round HEFSP as adopted by the Planning Board as an amendment to the Borough’s Master Plan and agrees to implement the Fourth Round HEFSP by adopting applicable ordinances; and
2. The Mayor, Borough Administrator and Borough Clerk, together with all other officers, professionals and employees of the Borough are hereby authorized and



Borough of Hightstown  
County of Mercer

Resolution 2025-118

directed to take any and all steps necessary to effectuate the purposes of this Resolution.

3. This Resolution shall take effect immediately.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on June 2, 2025.

---

Margaret Riggio, Borough Clerk



## Borough of Hightstown

156 Bank Street, Hightstown, NJ 08520

(609) 490-5100 Ext 617

Website: [www.hightstownborough.com](http://www.hightstownborough.com)

Email: [Planning@HightstownBorough.com](mailto:Planning@HightstownBorough.com)

**TO:** Peggy Riggio, Borough Clerk  
**FROM:** Jane Davis, Planning Board Secretary *JD*  
**SUBJECT:** Resolution 2025-07 Fourth Round Housing Element & Fair Share Plan  
**DATE:** May 28, 2025

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Please take note that the Planning Board affirmatively voted on the proposed Fourth Round Housing Element & Fair Share Plan at the May 12<sup>th</sup> meeting to be referred to Council for endorsement. Attached is Planning Board Resolution 2025-07 adopted on May 12<sup>th</sup>, the adopted plan and a draft Council Resolution in advance of the June 2<sup>nd</sup> Council meeting. Please reach out with any questions.

## Resolution 2025-07

### **RESOLUTION OF THE PLANNING BOARD OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, APPROVING AND ADOPTING A HOUSING ELEMENT AND FAIR SHARE PLAN TO SATISFY THE BOROUGH’S FOURTH ROUND AFFORDABLE HOUSING OBLIGATION**

**WHEREAS**, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the “Amended FHA”); and

**WHEREAS**, the Borough adopted a “binding resolution” accepting the DCA-calculated Present Need and Prospective Need, as required by the Amended FHA, on January 21, 2025, establishing its Fourth Round Present Need of 47 units and Prospective Need of 35 units; and

**WHEREAS**, in accordance with the Amended FHA and the Administrative Office of the Court’s Directive No. 14-24, the Borough filed a timely Fourth Round Declaratory Judgment complaint (“DJ Complaint”) with the Affordable Housing Dispute Resolution Program (“the Program”), along with its binding resolution, on January 22, 2025; and

**WHEREAS**, the filing of the DJ Complaint gave the Borough automatic, continued immunity from all exclusionary zoning lawsuits, including builder’s remedy lawsuits, which is still in full force and effect; and

**WHEREAS**, the Borough did not receive any objections to its Present and Prospective Need numbers by February 28, 2025, resulting in the statutory automatic acceptance of the Borough’s Fourth Round obligations on March 1, 2025; and

**WHEREAS**, on March 25, 2025, the court prepared an order fixing the Borough’s obligation and authorized the Borough to proceed with preparing and adopting its Housing Element and Fair Share Plan for the Fourth Round (“Court Order”); and

**WHEREAS**, in accordance with the Amended FHA and the Court Order, the Borough's affordable housing planner drafted a Fourth Round Housing Element and Fair Share Plan; and

**WHEREAS**, pursuant to N.J.S.A. 40:55D-28, the Borough of Hightstown Planning Board ("Planning Board") may prepare and adopt or amend a master plan or component parts thereof, after a public hearing, to guide the use of lands within the municipality in a manner which protects health and safety and promotes the general welfare; and

**WHEREAS**, upon notice in accordance with N.J.S.A. 40:55D-13, the Planning Board held a public hearing on May 12, 2025, on the adoption of the Housing Element and Fair share Plan as required by the Municipal Land Use Law. Said hearing was attended by Brian Slaugh, PP, AICP, who was duly sworn, and provided testimony regarding the Housing Element and Fair Share Plan. The hearing was also attended by Michael Herbert, Esquire of Parker McCay, PA, 3840 Quakerbridge Road, Suite 200, Hamilton, New Jersey, the Planning Board's Attorney; and

**WHEREAS**, the hearing was opened to the public, and whereas no members of the public spoke at the hearing; and

**WHEREAS**, the Planning Board determined that the attached Fourth Round Housing Element and Fair Share Plan is consistent with the goals and objectives of the Borough's current Master Plan, and that adoption and implementation of the Fourth Round Housing Element and Fair Share Plan is in the public interest and protects public health and safety and promotes the general welfare.

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Board of the Borough of Hightstown, County of Mercer, State of New Jersey, that the Planning Board hereby adopts the Fourth Round Housing Element and Fair Share Plan attached hereto as Exhibit A.



**BE IT FURTHER RESOLVED** the Borough of Hightstown Planning Board adopts this resolution to memorialize the action taken by the Board following the close of the public hearing on May 12, 2025.

**BE IT FURTHER RESOLVED** that the Secretary is hereby authorized and directed to transmit a copy of the adopted Fourth Round Housing Element and Fair Share Plan and a certified copy of this Resolution to the governing body together with this Board's request that the governing body endorse the adopted Fourth Round Housing Element and Fair Share Plan.

\*\*\*\*\*

**ROLL CALL VOTE ON MOTION TO ADOPT THE HOUSING ELEMENT AND FAIR SHARE PLAN  
AFTER FINDING THAT IT IS CONSISTENT WITH THE MASTER PLAN.**

(May 12, 2025)

**Moved By:** Sofia Kyle  
**Seconded By:** Beth Watkins  
**Those in Favor:** Mayor Susan Bluth, Beverly Asselstine, Sofia Kyle, Todd Lanphear, Matt Morgan, Dimitri Musing, Beth Watkins, Chris Yandoli & Joe Balcewicz  
**Those Opposed:** None  
**Those Absent or Recused:** Councilmember Fred Montferrat & Wendi Patella

I hereby certify this to be a true and accurate copy of the resolution adopted by the Planning Board of the Borough of Hightstown, Mercer County, New Jersey at a public meeting held on May 12, 2025.



Jane Davis, Secretary

Hightstown Borough Planning Board

4924-6783-4434, v. 1

## Fourth Round Housing Element and Fair Share Plan



*Adaptive Reuse, Affordable Housing, Seattle, WA*

## Borough of Hightstown Mercer County, New Jersey

May 12, 2025

Clarke Caton Hintz



**The full report can be viewed by following the following link**

[https://hightstownborough-my.sharepoint.com/:b:/p/priggio/ES\\_Q4wGmt6JBsklgLJEio9QB1KEfHbeHr07Gfj37BZ\\_Viw?e=X3yj88](https://hightstownborough-my.sharepoint.com/:b:/p/priggio/ES_Q4wGmt6JBsklgLJEio9QB1KEfHbeHr07Gfj37BZ_Viw?e=X3yj88)

Borough of Hightstown  
County of Mercer

Resolution 2025-119

**AUTHORIZING RENEWED SHARED SERVICES AGREEMENT WITH EAST WINDSOR TOWNSHIP FOR SENIOR SERVICES**

**WHEREAS**, with the adoption of Resolution 2024-93 on May 6, 2024, the Borough Council approved a Shared Services Agreement with the Township of East Windsor for the provision of Senior Services for the period March 1, 2023, through February 29, 2024, at a cost of forty-eight thousand four hundred seventy-five dollars and forty-three cents (\$48,475.43); and

**WHEREAS**, the parties desire to enter into a successor agreement to continue the provision of Senior Services to the Borough by the Township of East Windsor through February 28, 2025; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40:65-1 et seq. authorizes the approval of Shared Services Agreements by Resolution; and

**WHEREAS**, the Mayor and Council have reviewed the proposed Shared Services Agreement for Senior Services for the period March 1, 2024 through February 28, 2025; and

**WHEREAS**, the Borough's net share of costs for these services, by the terms of this agreement, for the period March 1, 2024 through February 28, 2025 will be fifty thousand five hundred \$50,500.00 for this 12-month period; and

**WHEREAS** the CFO has certified that funds are available for this expenditure.

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

1. The Shared Services Agreement with the Township of East Windsor for Senior Services for the period March 1, 2024 through February 28, 2025 is hereby approved, in accordance with the provisions of N.J.S.A. 40:65-1 et seq.
2. The Mayor and Borough Clerk are hereby authorized and directed to execute the agreement for same.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on June 2, 2025.

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Margaret Riggio, Borough Clerk

SHARED SERVICES AGREEMENT  
BETWEEN  
EAST WINDSOR TOWNSHIP  
AND  
HIGHTSTOWN BOROUGH  
FOR SENIOR SERVICES

THIS AGREEMENT, made this 6th day of May 2025, between the TOWNSHIP OF EAST WINDSOR, a municipal corporation of the State of New Jersey, with offices at 16 Lanning Boulevard, East Windsor, Mercer County, New Jersey 08520, hereinafter called "East Windsor," and HIGHTSTOWN BOROUGH, a municipal corporation of the State of New Jersey, with offices at 156 Bank Street, Hightstown, Mercer County, New Jersey 08520, hereinafter called "Hightstown."

WITNESSETH

WHEREAS, East Windsor operates the Senior Citizen Center and programs at the facility owned by East Windsor located at 40 Lanning Boulevard, East Windsor, New Jersey (hereinafter called "the Center"); and

WHEREAS, East Windsor Township and Hightstown Borough have entered into Shared Service Agreements whereby the Center and its programs have been available to senior citizens of Hightstown Borough; and

WHEREAS, Hightstown desires to continue to make the programs and services of the Center available to its senior citizens through a contract with East Windsor; and

WHEREAS, the Shared Services and Consolidation Act, N.J.S.A. 40:8A-1 et seq., permits local units of this State to enter into a contract with any other local unit for the provision within their jurisdiction of any service which any party to the agreement is empowered to render within its own jurisdiction.

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

1. INCORPORATION OF RECITALS

The WHEREAS clauses set forth above are hereby incorporated into and made a part of this agreement.

2. TERM/EFFECTIVE DATE

The term of this agreement shall be from March 1, 2024 through February 28, 2025. This agreement shall become effective upon the adoption of resolutions by both East Windsor and Hightstown approving same and authorizing its execution by the appropriate officials.

3. SCOPE OF SERVICES

During the term of this agreement, East Windsor shall operate the Center and make available to the senior citizens of Hightstown all of the services and programs offered through the Center, including but not limited to the Mercer County Nutrition Project for the Elderly and Senior Transportation. East Windsor shall be responsible for the operation of the Center, its services and programs. In connection therewith, East Windsor shall employ a Senior Citizen Center Director, provide necessary maintenance and upkeep of the Center, provide for daily scheduling and routing for the Senior Bus Service, and provide coordination with Mercer County, as needed, to maintain and operate the Nutrition Project for the Elderly.



## SENIOR SHARED SERVICES AGREEMENT

Page 2

4. MAINTENANCE OF RECORDS

East Windsor shall maintain records of the names and addresses of the senior citizens of each municipality who attend the Center or participate in its services or programs. To the extent practicable, these records shall reflect the number and nature of services or programs utilized by each participant. These records will be updated and provided to Hightstown on a quarterly basis. Additionally, the Center shall be open for inspection by Hightstown officials during normal operating hours.

5. HIGHTSTOWN'S CONTRIBUTION FOR OPERATION OF THE CENTER

The parties agree that Hightstown shall pay to East Windsor fifty thousand five hundred (\$50,500.).

6. Hightstown's contribution for any successor agreement following the end of this term shall be based on the actual costs of operating the Center in 2024 as certified by East Windsor's Chief Financial Officer, net of Senior Transportation bus fares, any unanticipated Federal, State or County revenue, along with the attendance and participation records of the Center maintained by East Windsor.

7. PAYMENT

Hightstown shall pay to East Windsor for services provided under this agreement the sum of \$50,500 by September 1, 2025 or at their earliest convenience.

8. INDEMNIFICATION

Liability:

East Windsor Township and Hightstown Borough shall each be responsible for acts of their own officers', directors', employees', volunteers', and agents' actual or alleged negligence consistent with the provisions of the New Jersey Tort Claims Act, NJS.A. 59.1-1 et seq., arising out of or related to performance of any activity under the terms of this agreement.

Insurance:

East Windsor Township and Hightstown Borough shall each be responsible for insuring their own officers, directors, employees, volunteers, and agents against any demand or claim, assertion of liability, or any action founded thereon, including reasonable attorneys' fees, arising out of, or alleged to have arisen out of the performance of any activity under the terms of this agreement.

9. RENEWAL

Prior to March 1, 2025, the parties will need to notify the other in writing if it desires to continue services and negotiate a new contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the respective dates indicated below:

ATTEST:

TOWNSHIP OF EAST WINDSOR

\_\_\_\_\_  
Allison Quigley, Municipal Clerk

\_\_\_\_\_  
JANICE S. MIRONOV, Mayor

Date: \_\_\_\_\_

ATTEST:

BOROUGH OF HIGHTSTOWN

\_\_\_\_\_  
Peggy Riggio, Borough Clerk

\_\_\_\_\_  
Susan Bluth, Mayor

Date: \_\_\_\_\_

	2024 Budget				
	Senior Center & Interlocal		Buildings & Grounds		Utilities
	2024 Budget Total	2023 Actual Total	2022 Actual Total		
<b>Direct Costs</b>					
Office Supplies	2,725.00	\$ 2,613.75	\$ 793.55	\$ 2,725.00	\$ -
Printed Supplies	3,000.00	2,976.03	2,828.54	3,000.00	-
Uniforms & Clothing	955.00	-	-	-	955.00
Minor Tools & General Hardware	4,000.00	4,812.29	4,620.60	-	4,000.00
Emergency & Safety Equipment	200.00	-	-	-	200.00
Flags, Trophies & Awards	1,000.00	473.83	80.00	600.00	200.00
Stationary Equipment	950.00	-	987.07	-	950.00
Data Processing/Computers	3,259.00	2,415.00	1,959.83	3,259.00	-
Food	28,400.00	19,667.62	12,968.95	28,400.00	-
Recreation Supplies	1,000.00	797.86	866.30	1,000.00	-
Grounds	4,000.00	4,046.83	3,137.00	-	4,000.00
Trees, Plants & shrubbery	200.00	2,414.38	3,175.91	-	200.00
Janitorial Supplies	3,200.00	850.00	431.47	-	3,200.00
Lighting Supplies	850.00	18,032.83	14,521.68	-	850.00
Electrical Service	22,000.00	6,750.27	7,564.31	-	22,000.00
Telephone Service	7,000.00	9,326.63	11,177.15	-	7,000.00
Natural Gas Service	8,500.00	3,935.24	2,774.99	-	8,500.00
Alarm System	2,500.00	748.57	3,289.04	-	2,500.00
Other Building Services	1,000.00	88,744.16	35,711.60	-	1,000.00
Other Contractual Services	49,500.00	18.00	18.00	41,500.00	8,000.00
Other Equipment	250.00	275.00	275.00	250.00	-
Memberships	140.00	60.00	60.00	140.00	-
Meetings & Conferences	535.00	192.00	60.00	535.00	-
Training & Tuition	-	-	-	-	-
<b>Sub-total</b>	\$ 145,439.00	\$ 168,560.83	\$ 107,025.99	\$ 81,684.00	\$ 26,055.00
					\$ 37,500.00
<b>Salaries &amp; Wages</b>					
Senior Center Coordinator	\$ 63,500.00	\$ 62,259.42	\$ 54,009.00	\$ 63,500.00	\$ -
Custodian	19,000.00	19,000.00	17,330.00	-	19,000.00
Clerical Support	57,315.00	54,106.84	46,298.00	57,315.00	-
Fringe Benefits for Employees	115,398.34	92,126.87	87,616.29	115,398.34	-
<b>Sub-total</b>	\$ 255,213.34	\$ 227,493.13	\$ 205,253.29	\$ 236,213.34	\$ 19,000.00
					\$ -
<b>Total</b>	\$ 400,652.34	\$ 396,053.96	\$ 312,279.28	\$ 317,897.34	\$ 45,055.00
					\$ 37,500.00

Indirect Costs

	2024	2023	2022
Community Bus not covered by Grant	Total	Total	Total
Insurance	\$ 37,420.00	\$ 37,420.00	\$ 37,420.00
Depreciation	\$ 23,525.99	\$ 24,048.90	\$ 24,381.00
Administration	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00
Debt Service	\$ 18,305.84	\$ 19,000.00	\$ 18,590.00
Total Indirect Costs	\$ 84,352.83	\$ 85,568.90	\$ 85,491.00

Revenues

Bus Fares Collected	\$ 2,207.55	\$ 1,780.00	
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Total Revenues	\$ 2,207.55	\$ 1,780.00	
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TOTAL COSTS LESS REVENUE	\$ 486,505.17	\$ 479,415.31	\$ 395,980.28
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	2024	2023	2022	Senior Center	Buildings & Grounds	Utilities
Budgeted	Total	Total	Total			
Indirect Costs	\$ 84,352.83	\$ 85,568.90	\$ 85,491.00	\$ 317,897.34	\$ 45,055.00	\$ 37,500.00

Total Expenses	\$ 486,505.17	\$ 481,622.86	\$ 397,750.28	\$ 403,378.34	\$ 45,055.00	\$ 37,500.00
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Total Revenues	\$ -	\$ (2,207.65)	\$ (1,780.00)			
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Total Costs Less Revenues	\$ 486,505.17	\$ 479,415.31	\$ 395,980.28	\$ 403,378.34	\$ 45,055.00	\$ 37,500.00
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PERCENTAGE OF USE	2024*	2023*	2022*	2023	2022
East Windsor	Participation	Participation	Participation	Amount	Amount
Hightstown	80.33%	88.79%	88.88%	\$ 425,672.85	\$ 353,529.34
Total	10.67%	11.21%	11.12%	\$ 53,742.46	\$ 44,033.01
	\$ 486,505.17	\$ 479,415.31	100%	\$ 479,415.31	\$ 357,562.34

Interlocal Service Agreement Payments

May 1, 2025	\$ 13,435.61
August 1, 2025	\$ 13,435.61
November 1, 2025	\$ 13,435.61
February 1, 2026	\$ 13,435.61

Total Due

\$ 53,742.46
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Scott M. Fluh

CMF/Finance Director

2024 Figures will be based on 2023 participation as of 12-31-23

5/8/25 - ACTUAL COST EAST WINDSOR IS CHARGING HIGHTSTOWN TO RUN CENTER

East Windsor is happy to partner w/ Hightstown

we are glad to provide discounted rate in the spirit of local government cooperation

DISCOUNTED RATE OF \$850,500 FOR MARCH 1, 2024 THROUGH FEBRUARY 28, 2025 - Budgetary



Indirect Costs

	2024 Total	2023 Total	2022 Total
Community Bus not covered by Grant	\$ 37,420.00	\$ 37,420.00	\$ 37,420.00
Insurance	\$ 23,326.99	\$ 24,048.90	\$ 24,381.00
Depreciation	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00
Administration	\$ 18,905.84	\$ 19,000.00	\$ 18,580.00
Debt Service			
<b>Total Indirect Costs</b>	<b>\$ 84,952.83</b>	<b>\$ 85,568.90</b>	<b>\$ 85,481.00</b>

Revenues

Bus Fares Collected	\$ 2,207.55	\$1,780.00	
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 2,207.55</b>	<b>\$ 1,780.00</b>
<b>TOTAL COSTS LESS REVENUE</b>	<b>\$ 485,605.17</b>	<b>\$ 479,415.31</b>	<b>\$ 395,980.28</b>

	2024 Total	2023 Total	2022 Total	Senior Center	Buildings & Grounds	Utilities
Budgeted	\$ 400,652.34	\$ 396,053.96	\$ 312,279.28	\$ 317,897.34	\$ 45,055.00	\$ 37,500.00
Indirect Costs	\$ 84,952.83	\$ 85,568.90	\$ 85,481.00	\$ 85,481.00	\$ -	\$ -
<b>Total Expenses</b>	<b>\$ 485,605.17</b>	<b>\$ 481,622.86</b>	<b>\$ 397,760.28</b>	<b>\$ 403,378.34</b>	<b>\$ 45,055.00</b>	<b>\$ 37,500.00</b>
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ (2,207.55)</b>	<b>\$ (1,780.00)</b>			
<b>Total Costs Less Revenues</b>	<b>\$ 485,605.17</b>	<b>\$ 479,415.31</b>	<b>\$ 395,980.28</b>	<b>\$ 403,378.34</b>	<b>\$ 45,055.00</b>	<b>\$ 37,500.00</b>

PERCENTAGE OF USE	2024 <sup>1</sup> Participation	2023 <sup>1</sup> Participation	2022 <sup>1</sup> Participation	2023 Amount	2022 Amount
East Windsor	89.33%	88.79%	88.88%	\$ 425,672.85	\$ 353,529.34
Hightstown	10.67%	11.21%	11.12%	\$ 53,742.46	\$ 44,033.01
<b>Total</b>	<b>\$ 485,605.17</b>	<b>\$ 479,415.31</b>	<b>100%</b>	<b>\$ 479,415.31</b>	<b>\$ 397,562.34</b>

Interlocal Service Agreement Payments

May 1, 2025	\$ 13,435.61
August 1, 2025	\$ 13,435.61
November 1, 2025	\$ 13,435.61
February 1, 2026	\$ 13,435.61

Total Due

\$ 53,742.46

Scott M. Frueh  
CWF/Off-Finance Director

2024 Figures will be based on 2023  
participation as of 12-31-23

5/8/25 - ACTUAL COST -  
TO RUN CENTER

EAST WINDSOR IS CHARGING HIGHTSTOWN  
A DISCOUNTED RATE OF \$50,500.  
FOR MARCH 1, 2024 THROUGH  
FEBRUARY 28, 2025 - Don't know

Borough of Hightstown  
County of Mercer

Resolution 2025-120

**A RESOLUTION APPROVING PETALS & PALETTES AS  
A BOROUGH SPONSORED AND COVERD EVENT**

**WHEREAS**, The Hightstown Borough Cultural Arts Commission has partnered with the Rocky Brook Garden Club to present Petal and Palettes, garden tours and plant sales; and

**WHEREAS**, along with tours of local gardens, selected local artists can be found painting in the gardens throughout the day; and

**WHEREAS**, Petals and Palettes is scheduled to take place on June 14, 2025 from 10:00 a.m. – 3:00 p.m.; and

**WHEREAS**, all homeowners volunteering their gardens will provide proof of insurance in the form of a copy of their declaration page from their homeowners insurance or a certificate of insurance; and

**WHEREAS**, all artists participating will provide an executed hold harmless agreement.

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Council of the Borough of Hightstown approve Petals and Palettes as a Borough Sponsored and covered event and look forward to another successful community event in the Borough of Hightstown.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on June 2, 2025.

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Margaret Riggio, Borough Clerk

Borough of Hightstown  
County of Mercer

Resolution 2025-121

**RESOLUTION AUTHORIZING PAYMENT NO. 1 TO B&H CONTRACTING FOR  
EMERGENCY VALVE REPAIRS AND FILTER MEDIA REMOVAL AND REPLACEMENT AT  
THE WATER TREATMENT PLANT**

**WHEREAS**, on April 21, 2025, Borough Council adopted Resolution 2025-91 authorizing an emergency purchase in response to urgent infrastructure needs requiring immediate valve repairs and the removal and replacement of filter media at the Water Treatment Plant; and

**WHEREAS**, B&H Contracting was retained to perform the necessary emergency repairs and has completed a portion of the work through May 5, 2025, in accordance with the scope of services provided under the emergency authorization; and

**WHEREAS**, the Borough Engineer has reviewed and approved the work completed to date and recommends issuance of Payment No. 1 to B&H Contracting in the amount of \$334,663.14.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown, that Payment No. 1 to B&H Contracting in the amount of \$334,663.14 is hereby approved as detailed herein and the Deputy CFO is authorized to issue same.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on June 2, 2025.

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Margaret Riggio, Borough Clerk



1670 Whitehorse-Hamilton Square Rd.  
Hamilton, New Jersey 08690  
609-586-1141 fax 609-586-1143  
www.RobertsEngineeringGroup.com

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## MEMORANDUM

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**TO:** Mayor and Council  
Borough of Hightstown

**FROM:** Carmela Roberts, PE, CME, CPWM *CR*  
Borough Engineer

**DATE:** May 21, 2025

**RE:** Water Treatment Plant  
Emergency Filter Media Replacement  
Payment No. 1  
Our File No.: H1653

Attached please find the following in reference to Payment No. 1, which is a partial payment through May 5, 2025, for valve repairs, and filter media removal and replacement:

1. Payment No. 1
2. Invoice No. 1
3. Certified Payrolls

I recommend payment be made to B&H Contracting Inc. in the amount of \$334,663.14.

Should you have any questions, please do not hesitate to call.

cc: Dimitri Musing, Borough Administrator  
Peggy Riggio, RMC, CMR, Borough Clerk  
Mairead Thompson, Assistant Borough Administrator  
Donna Condo, Borough CFO  
Kevin Houser, B&H Contracting Inc.  
Cameron Corini, PE, CME, CPWM, Roberts Engineering Group, LLC  
John Walls, Roberts Engineering Group, LLC  
Stephanie Katz, Roberts Engineering Group, LLC





**PAYMENT No. 1**  
**WATER TREATMENT PLANT- EMERGENCY TEMPORARY FILTERS**  
**Borough of Hightstown, Mercer County, New Jersey**  
May 21, 2025  
File No.: H1653

Item No.	Description	Units	Contract Quantity	Total As-Built Quantity	As-Built This Period	Unit Price	Total Cost
1	Temporary Filters	LS	1	1.00	1.00	\$173,240.00	\$173,240.00
2	Remove Temporary Filters	LS	1	0.00	0.00	\$25,000.00	\$0.00
3	Valve Repairs	LS	1	0.66	0.66	\$49,020.00	\$32,353.00
4	Filter Media	LS	1	0.47	0.47	\$287,700.00	\$135,900.00
TOTAL WORK COMPLETED							\$341,493.00
LESS: RETAINAGE							\$6,829.86
SUBTOTAL							\$334,663.14
LESS: PREVIOUS PAYMENTS							\$0.00
TOTAL AMOUNT DUE							\$334,663.14
AMOUNT OF ORIGINAL CONTRACT							\$534,960.00

Borough of Hightstown  
County of Mercer

Resolution 2025-122

**RESOLUTION OF THE BOROUGH OF HIGHTSTOWN, COUNTY OF MERCER,  
STATE OF NEW JERSEY, APPROVING THE CORRECTIVE ACTION PLAN IN  
RESPONSE TO THE ANNUAL AUDIT REPORT**

**WHEREAS**, the Borough of Hightstown has received and reviewed the Annual Audit Report for the fiscal year ending 12/31/2023; and

**WHEREAS**, the audit report has identified certain findings and recommendations requiring corrective action; and

**WHEREAS**, in accordance with New Jersey Local Finance Notice 92-15, a Corrective Action Plan has been prepared by the Chief Financial Officer to address the findings of the audit report; and

**WHEREAS**, the Corrective Action Plan outlines specific actions to be taken to correct the deficiencies noted and prevent future occurrences; and

**WHEREAS**, the Borough Council has reviewed the Corrective Action Plan and finds it to be appropriate and in compliance with the audit recommendations;

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

1. The Corrective Action Plan prepared in response to the findings of the 2023 Annual Audit Report is hereby approved.
2. The Chief Financial Officer is hereby directed to implement the Corrective Action Plan as outlined.
3. A copy of this resolution, along with the Corrective Action Plan, shall be submitted to the Department of Community Affairs in accordance with state requirements.
4. This resolution shall take effect immediately upon passage.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on June 2, 2025.

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Margaret Riggio, Borough Clerk

**HIGHTSTOWN BOROUGH**  
**COUNTY OF MERCER**  
**AUDIT CORRECTIVE ACTION PLAN**  
**12/31/2023**  
**AUDIT**

**Recommendation 2022/23-1:** That all aged or inactive accounts be reviewed for cancellation or refund.

**Observation:** The prior CFO did not review aged or inactive accounts for cancellation or refund.

**Corrective Action:** The current CFO will review all aged or inactive accounts for cancellation or refund.

**Action date:** No later than 12/31/2025

**Recommendation 2022/23-2** That the financial statements are presented for audit in a more timely manner.

**Observation:** The prior CFO did not complete financial statements for audit in a timely manner.

**Corrective Action:** The current CFO shall prepare financial records for audit in a timely manner.

**Action date:** Immediate

Respectfully submitted,

Donna A. Condo, CFO

Borough of Hightstown  
County of Mercer

Resolution 2025-123

**RESOLUTION AUTHORIZING THE REDEMPTION OF A MUNICIPAL TAX LIEN – REAR OF STOCKTON STREET (BLOCK 49, LOT 19)**

**WHEREAS**, the Borough of Hightstown previously placed a municipal tax lien on the property known as Rear of Stockton St, also known as Block 49 Lot 19, on the Tax Map of the Borough of Hightstown; and

**WHEREAS**, the tax lien was recorded as Municipal Tax Sale Certificate No. 22-00004, for unpaid property taxes and/or municipal charges in accordance with the provisions of N.J.S.A. 54:5-1 et seq.; and

**WHEREAS**, payment in the amount of \$19,396.35 has now been received by the Tax Collector for the full amount due to redeem the municipal lien, including all interest and costs, in accordance with applicable law; and

**WHEREAS**, the Tax Collector recommends the cancellation and redemption of said lien.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Hightstown, County of Mercer, State of New Jersey, that the Tax Collector is hereby authorized and directed to mark Tax Sale Certificate No. 22-00004 as **redeemed** and to cancel the municipal lien of record for the property known as Block 49, Lot 9, located at the rear of Stockton Street.

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to the Tax Collector and the CFO for their records and action.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on June 2, 2025.

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Margaret Riggio, Borough Clerk



Borough of Hightstown  
County of Mercer

Resolution 2025-124

**A RESOLUTION APPROVING THE ANNUAL YOUTH FISHING DERBY  
ORGANIZED BY HIGHTSTOWN ENGINE CO. #1**

**WHEREAS**, Hightstown Engine Company No. 1 is sponsoring the annual Youth Fishing Derby; and

**WHEREAS**, the Fishing Derby will take place on June 7, 2025, from 9:00 a.m. – 12:00 p.m. at Peddie Lake, Memorial Park; and

**WHEREAS**, the fishing derby is for children under the age of 14 and is an extension of the State of New Jersey's Free Fishing Day.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Hightstown approve the Youth Fishing Derby as a borough-sponsored and covered event and thank Hightstown Engine Company No. 1 for their efforts in providing a memorable experience for the Hightstown Borough community.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on June 2, 2025.

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Margaret Riggio, Borough Clerk

Borough of Hightstown  
County of Mercer

Resolution 2025-125

**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 2, 2025, at the Hightstown Firehouse Hall, 140 North Main Street, Hightstown, 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:

Personnel – Health Benefits Waiver

Contract Negotiations – Robbinsville EMS

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 2, 2025, 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.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on June 2, 2025.

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Margaret Riggio, Borough Clerk

**From:** [Dimitri Musing](#)  
**To:** [Susan Bluth](#)  
**Cc:** [Mairead Thompson](#); [Peggy Riggio](#); [Hightstown Public Works](#)  
**Subject:** FW: Butterfly Garden in Community Garden  
**Date:** Tuesday, May 13, 2025 9:42:23 AM

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-----Original Message-----

From: Carole Lynn Nowicki <[carole.nowicki@gmail.com](mailto:carole.nowicki@gmail.com)>  
Sent: Thursday, May 8, 2025 1:37 PM  
To: Hightstown Public Works <[publicworks@hightstownborough.com](mailto:publicworks@hightstownborough.com)>  
Subject: Butterfly Garden in Community Garden

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi, I'm a Hightstown resident and a member of the Rocky Brook Garden Club, which facilitates some of the plantings and flowers in Hightstown. We are interested in installing a butterfly garden in or around the community garden. A fellow member may have spoken with someone from the DPW about this, but I don't know who and I'm trying to coordinate this now.

If you could contact me to discuss this further, I would greatly appreciate it.

Thank you.  
Carole Lynn Nowicki  
973.986.0411.