

AGENDA
Hightstown Borough Council
June 16, 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 June 6, 2025 Public Session
 June 6, 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.

Presentation Bank Street Village Urban Renewal Financial Agreement

Ordinances **Ordinance 2025-08 Public Hearing and Final Reading** 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

Ordinance 2025-07 Public Hearing and Final Reading An Ordinance Amending and Supplementing Various Sections of the “The Revised General Ordinance of the Borough of Hightstown” Relating to Cannabis Licensing

Resolutions **2025-126** Authorizing Payment of Bills
2025-127 Resolution Authorizing the Municipal Tax Collector to Prepare and Mail Estimated Tax Bills in Accordance with P.L. 1994.C.72

Consent Agenda **2025-128** Resolution of the Borough of Hightstown Approving the Rocky Brook Garden Club’s Butterfly Garden in Rocky Brook Park

2025-129 Authorizing the Borough Engineer to Submit an Application for the 2026 NJDOT Municipal Aid Grant – Sidewalks and ADA Ramp Improvements

2025-130 A Resolution to Cancel Water-Sewer Utility Appropriation Balances

2025-131 Authorizing Renewal of Alcoholic Beverage License #1104-33-003-00 Palumbo Restaurants, T/A Tavern on the Lake

2025-132 Authorizing Renewal of Alcoholic Beverage License #1104-44-002-011 Hightstown Liquors & Wines, LLC

2025-133 Authorizing Renewal of Alcoholic Beverage License #1104-32-001-007 Wine Depot Corporation, T/A Joe Canal's Discount Liquor Outlet

Discussion

Subcommittee Reports

Mayor/Council/Administrative Updates

Executive Session **Resolution 2025-134** Authorizing a Meeting that Excludes the Public
Contract Negotiations – Robbinsville EMS

Adjournment

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: June 2, 2025

Adoption: **SCHEDULED FOR PUBLIC HEARING 6/16/2025**

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

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 (6th) year following the Annual Service Charge Start Date and continuing through and including the fifteenth (15th) 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 (1st) 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 (1st) ten (10) years commencing on January 1st of the first (1st) 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 1st of the first (1st) full calendar year following the Annual Service Charge Start Date through the tenth (10th) 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 (11th) year through the fifteenth (15th) 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 (16th) year through the twentieth (20th) 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 (21st) year through the twenty-fourth (24th) 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 (25th) year through the thirtieth (30th) 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.

[Remainder 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 :

COUNTY OF _____ : ss.:

:

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**

**AN ORDINANCE AMENDING AND SUPPLEMENTING VARIOUS SECTIONS OF
“THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF
HIGHTSTOWN” RELATING TO CANNABIS LICENSING.**

WHEREAS, in 2020 New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to allow for the legalization of a controlled form of marijuana called “cannabis” for adults at least 21 years of age; and

WHEREAS, on February 22, 2021, the Hon. Philip Murphy signed into law P.L. 2021, c. 16, known as the “New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act” (the “Act”), which legalizes the recreational use of cannabis by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six marketplace classes of licensed businesses, as follows:

- Class 1 – Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 – Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
- Class 3 – Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 – Cannabis Distributor license, for businesses involved in transporting cannabis plants in bulk from one licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
- Class 5 – Cannabis Retailer license, for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 – Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchased items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

WHEREAS, Section 31(a) of the Act authorizes municipalities by ordinance to adopt regulations governing the number of cannabis establishments in the six classes set out above that are (defined in Section 3 of the Act as “a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer”); cannabis distributors or cannabis delivery services allowed to operate within their boundaries, as well as the location, manner and times operation of such establishments, distributors or delivery services, and establishing civil penalties for the violation of any such regulations; and

WHEREAS, the Borough Council of the Borough of Hightstown (the “Borough”), in the County

Borough of Hightstown
County of Mercer

Ordinance 2025-07

of Mercer and State of New Jersey, previously decided that additional study of cannabis business was warranted and thus initially voted to opt out of permitting any cannabis businesses, excepting the delivery of cannabis products as allowed by the Act, through the enactment of Ordinance 2021-06; and

WHEREAS, having further studied the issues at hand, including the receipt of input from the Planning Board, the Borough Council subsequently found it necessary and appropriate, and in the best interests of the health, safety and welfare of the Borough's residents and members of the public, to opt in with regard to cannabis licensing in certain limited respects, and to permit certain classes of cannabis-related businesses, land use and development within the geographic boundaries of the Borough, pursuant to the terms and conditions set forth in Ordinance 2023-20, as adopted on December 18, 2023; and

WHEREAS, upon further review, the Borough Council has determined to expand its cannabis licensing to include Class 5 Cannabis Retailer Licenses as set forth in the Act, and to revise the cannabis licensing requirements of "The Revised General Ordinances of the Borough of Hightstown" (also referenced as the "Borough Code") as set forth herein.

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

Section 1. Article 4-13, entitled "Cannabis Licensing," of "Part 1, ~~"Business Licensing,"~~ of Chapter "4, "General Licensing," of the Borough Code is hereby amended and supplemented in the following respects (additions are show with underline; deletions are shown with ~~strikethrough~~):

Chapter 4. General Licensing

~~Part 1. Business Licensing~~

Article 4-13. Cannabis Licensing

§ 4-13-1 Purpose.

Notwithstanding any Federal law to the contrary, the purpose of this chapter is to provide the Borough with a means to authorize, regulate and govern the location and operation of Cannabis operations within the geographic boundaries of the Borough and the number and types of licenses issued in the Borough pursuant to the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:61-32 et seq. ("CREAMMA").

§ 4-13-~~12~~ Definitions.

[Added 12-18-2023 by Ord. No. 2023-20]

- A. As used in this article, the following terms shall have the meanings as defined in the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act,"^[1] also referenced herein as the "Act" or "P.L. 2021, c. 16," as it may be amended or superseded, and are included herein for purposes of general acknowledgment and ease of use:

CANNABIS

All parts of the plant *Cannabis sativa L.*, whether growing or not, the seeds thereof, and every

compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds, except those containing resin extracted from the plant, which are cultivated and, when applicable, manufactured in accordance with CREEMMA for use in cannabis products as set forth in that act, but shall not include the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other product. "Cannabis" does not include: medical cannabis dispensed to registered qualifying patients pursuant to the Honig Act and N.J.S.A. 18A:40-12.22 et seq.; marijuana as defined in N.J.S.A. 2C:35-2 and applied to any offense set forth in chapters 35, 35A, and 36 of Title 2C of the New Jersey Statutes, N.J.S.A. 2C:35B-1 et seq., or marihuana as defined in N.J.S.A. 24:21-2 and applied to any offense set forth in the "New Jersey Controlled Dangerous Substances Act," N.J.S.A. 24:21-1 et seq.; or hemp or a hemp product cultivated, handled, processed, transported, or sold pursuant to the "New Jersey Hemp Farming Act," N.J.S.A. 4:28-6 et seq.

CANNABIS CONSUMPTION AREA

A designated location operated by a licensed cannabis retailer or license holder for dispensing medical cannabis, for which both a State and local endorsement has been obtained, that is either: (1) an indoor, structurally enclosed area of the cannabis retailer or license holder that is separate from the area in which retail sales of cannabis items or the dispensing of medical cannabis occurs; or (2) an exterior structure on the same premises as the cannabis retailer or license holder, either separate from or connected to the cannabis retailer or permit holder, at which cannabis items or medical cannabis either obtained from the retailer or license holder, or brought by a person to the consumption area, may be consumed.

CANNABIS CULTIVATOR

Any licensed person or entity that grows, cultivates, or produces cannabis in this State, and sells, and may transport, this cannabis to other cannabis cultivators, or usable cannabis to cannabis manufacturers, cannabis wholesalers, or cannabis retailers, but not to consumers. This person or entity shall hold a Class 1 Cannabis Cultivator license from the State of New Jersey.

CANNABIS DELIVERY SERVICE

Any licensed person or entity that provides courier services for consumer purchases of cannabis items and related supplies fulfilled by a cannabis retailer in order to make deliveries of the cannabis items and related supplies to that consumer, and which services include the ability of a consumer to purchase the cannabis items directly through the cannabis delivery service, which after presenting the purchase order to the cannabis retailer for fulfillment, is delivered to that consumer. This person or entity shall hold a Class 6 Cannabis Delivery license from the State of New Jersey.

CANNABIS DISTRIBUTOR

Any licensed person or entity that transports cannabis in bulk intrastate from one licensed cannabis cultivator to another licensed cannabis cultivator, or transports cannabis items in bulk intrastate from any one class of licensed cannabis establishment to another class of licensed cannabis establishment, and may engage in the temporary storage of cannabis or cannabis items as necessary to carry out transportation activities. This person or entity shall hold a Class 4 Cannabis Distributor license from the State of New Jersey.

CANNABIS ESTABLISHMENT

A cannabis cultivator, cannabis manufacturer, or cannabis wholesaler, but not a cannabis

distributor, cannabis retailer, or a cannabis delivery service.

CANNABIS ITEM

Any usable cannabis, cannabis product, cannabis extract, and any other cannabis resin. “Cannabis item” does not include: any form of medical cannabis dispensed to registered qualifying patients pursuant to the Honig Act and N.J.S.A. 18A:40-12.22 et seq. or hemp or a hemp product cultivated, handled, processed, transported, or sold pursuant to the “New Jersey Hemp Farming Act,” N.J.S.A. 4:28-6 et seq.

CANNABIS MANUFACTURER

Any licensed person or entity that processes cannabis items in this State by purchasing or otherwise obtaining usable cannabis, manufacturing, preparing, or packaging cannabis items, and selling, and optionally transporting, these items to other cannabis manufacturers, cannabis wholesalers, or cannabis retailers, but not to consumers. This person or entity shall hold a Class 2 Cannabis Manufacturer license from the State of New Jersey.

CANNABIS RETAILER

Any licensed person or entity that purchases or otherwise obtains usable cannabis from cannabis cultivators and cannabis items from cannabis manufacturers or cannabis wholesalers, and sells these to consumers from a retail store, and may use a cannabis delivery service or a certified cannabis handler for the off-premises delivery of cannabis items and related supplies to consumers. A cannabis retailer shall also accept consumer purchases to be fulfilled from its retail store that are presented by a cannabis delivery service which will be delivered by the cannabis delivery service to that consumer. This person or entity shall hold a Class 5 Cannabis Retailer license from the State of New Jersey.

CANNABIS WHOLESALER

Any licensed person or entity that purchases or otherwise obtains, stores, sells or otherwise transfers, and may transport, cannabis items for the purpose of resale or other transfer to either another cannabis wholesaler or to a cannabis retailer, but not to consumers. This person or entity shall hold a Class 3 Cannabis Wholesaler license from the State of New Jersey.

COMMISSION or CRC

The New Jersey Cannabis Regulatory Commission.

MANUFACTURE

The drying, processing, compounding, or conversion of usable cannabis into cannabis products or cannabis resins. “Manufacture” does not include packaging or labeling.

PUBLIC PLACE or QUASI-PUBLIC PLACE

Any place to which the public has access that is not privately owned; or any place to which the public has access where alcohol consumption is not allowed, including, but not limited to, a public street, road, thoroughfare, school, sidewalk, bridge, alley, plaza, park, playground, swimming pool, shopping area, public transportation facility, vehicle used for public transportation, parking lot, public library, or any other public building, structure, or area.

CLASS 1 CANNABIS CULTIVATOR LICENSE

~~A license for facilities involved in growing and cultivating cannabis.~~

~~CLASS 2 CANNABIS MANUFACTURER LICENSE~~

~~A license for facilities involved in the manufacturing, preparation, and packaging of cannabis items.~~

~~CLASS 3 CANNABIS WHOLESALER LICENSE~~

~~A license for facilities involved in obtaining and selling cannabis items for later resale by other licensees.~~

~~CLASS 4 CANNABIS DISTRIBUTOR LICENSE~~

~~A license for businesses involved in transporting cannabis plants in bulk from a licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another.~~

~~CLASS 5 CANNABIS RETAILER LICENSE~~

~~A license for locations at which cannabis items and related supplies are sold to consumers.~~

~~CLASS 6 CANNABIS DELIVERY LICENSE~~

~~A license for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchased items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.~~

~~[1] Editor's Note: See N.J.S.A. 24:61-31 et seq.~~

- B. All other terms as defined in the Act are hereby incorporated herein by reference and shall have the meanings set forth in the Act, as may be amended or superseded.
- C. In addition, the following terms shall have the meanings indicated:

GIFTING

The sale of any object containing cannabis or a cannabis product wherein the cannabis itself is assigned no or a below-market-price sales price.

§ 4-13-~~32~~ Nonlicensed cannabis businesses and individual proprietors and gifting prohibited.

[Added 12-18-2023 by Ord. No. 2023-20]

The cultivation, manufacturing, preparation, packaging, wholesaling, distributing, retailing, delivery and other related enterprise consisting in whole or in part of cannabis growing, harvesting, drying, producing, marketing and selling by nonlicensed businesses or individuals is hereby prohibited throughout the Borough of Hightstown. No licensed cannabis enterprise and no nonlicensed business or individual may undertake the gifting of cannabis in the Borough of Hightstown. In addition to any criminal penalties which may be applicable, the Borough shall impose a civil penalty for the violation of any of the provisions of this section in accordance with § 4-13-~~75~~.

No person shall gift cannabis as part of a sale of another item or items and shall be abated pursuant to all available remedies. Gifting is the knowing circumvention of the state's cannabis laws by "gifting" cannabis in exchange for non-cannabis-related purchases such as overpriced cookies, brownies, jars, stickers and any other items.

§ 4-13-~~43~~ Licensed use applicability.

[Added 12-18-2023 by Ord. No. 2023-20]

The use of any cannabis license shall only be in strict accordance with the land use and location requirements of Chapter 28 of the Revised General Ordinances of the Borough of Hightstown. Consequently, the Borough of Hightstown may or may not establish locations for the use and operation of the six types of cannabis business licenses and operations as set forth in the Act. Should the Borough of Hightstown establish more than one type of cannabis license, nothing herein shall prohibit a single owner from owning more than one such license, provided such ownership is not prohibited by state statute or rule.

§ 4-13-54 Local licensing authority.

[Added 12-18-2023 by Ord. No. 2023-20]

- A. The Borough Council is hereby designated to act as the local licensing authority for the Borough of Hightstown for all cannabis businesses within the Borough. The Borough ~~Administrator~~ Clerk shall act as the receiver of any communications from the State Cannabis Regulatory Commission and shall promptly convey any item of information with regard to the licensing of cannabis businesses by the state or in which state law requires any review or approval by the Borough of any action to the Borough Council.
- B. Under no circumstances shall a local license for a cannabis business issued by the Borough Council be effective until or unless the state has issued the requisite licenses to operate such a facility. It is the intent of this article that no cannabis business may lawfully operate in the Borough of Hightstown without the issuance of a state license and full regulatory oversight of the cannabis business by the Cannabis Regulatory Commission or other state licensing authority as required by law as well as oversight and issuance of a license by the Borough.
- C. Municipal licensing for cannabis businesses shall follow the nomenclature of the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act"^[1] as indicated in the definitions in this article.

[1] *Editor's Note: See N.J.S.A. 24:6I-31 et seq.*

§ 4-13-65 Licensing and Regulations

A. Purpose

This section is enacted to regulate and implement the provisions of the Acts. Licenses granted pursuant to this section shall be issued to applicants upon a showing of proof of receipt of a State license granted by the Cannabis Regulatory Commission. All provisions in this section are in addition to everything stated in N.J.A.C. 17:30-9-10.

B. Maximum Number of Licenses and Fees

D. Subject to the provisions of Chapter 28, the Borough may issue up to and including the following number of licenses, which shall require the associated license application and annual renewal fee:

License	Class	Maximum Number of	Nonrefundable Application Fee	<u>Nonrefundable Annual</u>
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			Licenses to be Issued		<u>Nonrefundable Initial License Fee</u>	<u>License Renewal Fee</u>
cultivator	Cannabis	1	1	\$10,000	\$10,000	\$10,000 \$25,000
manufacturer	Cannabis	2	1	\$10,000	\$10,000	\$10,000
wholesaler	Cannabis	3	1	\$10,000	\$10,000	\$10,000 \$25,000
distributor	Cannabis	4	1	\$10,000	\$10,000	\$25,000 \$10,000
retailer	Cannabis	5	0 2	N/A \$10,000	\$10,000	N/A \$10,000
delivery	Cannabis	6	0	N/A	N/A	N/A

NOTE:

For any class of cannabis license referenced in the schedule above in which the number "0" is specified under the column entitled "Maximum Number of Licenses to be Issued," the Borough hereby continues to opt out relating to that class of cannabis license under the Act, as originally declared in Ordinance No. 2021-06.

The amount of the non-refundable application fee, initial license fee, annual renewal license fee and number of licenses may be modified from time to time by a subsequent duly adopted resolution of the Borough Council.

C. Cannabis Advisory Committee

1. The Borough Cannabis Advisory Committee (hereinafter referred to as "CAC") as appointed below, will act as the body for local review for the Borough for all cannabis establishments. However, the authority and responsibility to activate, suspend, and revoke such licenses shall remain with the Borough Council. From this point forward, any reference to the Borough Cannabis Advisory Committee in this document shall be denoted as "CAC." Under all circumstances in which state law requires communication to the Borough by the CAC or any other state agency with regard to the licensing of cannabis establishments by the state, or in which state law requires any review or approval by the Borough of any action taken by the state licensing authority, the exclusive authority for receiving such communications and granting such approvals shall be communicated through the Borough Clerk's Office upon recommendation by the CAC and authorized by the Borough's governing body.

- The Borough Administrator (or their designee).
- The Chief of Police (or their designee).
- Up to two other Borough employees, designated by the Borough Administrator.

2. Roles and Duties of the CAC:

- a. The CAC shall be supported by the Special Cannabis Counsel, Borough Attorney and the Borough Planning and Zoning Office. The CAC may utilize additional resources as necessary to effectuate the responsibilities of the CAC. The CAC shall be supported by other legal and planning professionals, including but not limited to, Special Cannabis Counsel. The applicants shall deposit and fund an escrow in the amount of \$5,000.00 for the costs of said professionals. If the Borough hires one or more consultants to evaluate a first-time or renewal application for a license, the applicant will be responsible for the review fees of the Borough's hired consultant(s). To the extent that the escrow is exhausted, the applicant shall provide any replenishment amount required by the CAC within ten (10) days of a replenishment request by the CAC.
- b. Of the members of the CAC, no member shall be affiliated with or related to a New Jersey adult use cannabis business or medical cannabis establishment or prospective licensee.
- c. Duties of the CAC will be to advise the governing body as to the issuance of cannabis business licenses within the Borough of Hightstown. The CAC's work shall be based on the information contained in the application submitted to the clerk and shall be made consistent with the criteria outlined in this chapter, in addition to the issuance of detailed application criteria made available in the application.
- d. No member of the CAC may hold interest in or be related to an applicant.
- e. Meetings of the CAC shall not be subject to the Open Public Meetings Act.

DC. Hours of Operation

- 1. The hours of operation of vehicles on the premises of a cannabis business with a gross vehicle weight rating of 25,000 pounds or greater for Classes 2 through 4 licensees shall be limited from 7:00 a.m. to 7:00 p.m., inclusive, unless, as part of a site plan application and for good cause shown and mitigation of noise, appropriate access and site layout, an extended period, not to exceed 14 hours total in any day is approved by the Planning Board.
- 2. The hours of operation of cannabis retailers shall be limited from 9:00 a.m. to 10:00 p.m. daily.
- 3. Such hours shall be construed to mean Eastern Standard Time or Eastern Daylight Savings Time, whichever is in effect within the Borough of Hightstown.

E. Consumption and Unregulated Sale

- 1. **Prohibition of Cannabis Consumption Areas:** Cannabis consumption areas are strictly prohibited in the Borough. The consumption of cannabis items through smoking, vaping, aerosolizing or other means (e.g., edibles) is prohibited within or on the grounds of any licensed cannabis establishments of any permitted class of license within the Borough of Hightstown.
- 2. **Prohibition of Unregulated Sale:**
 - a. No person shall sell cannabis or medical cannabis in the Borough without a State license and a Borough license.
 - a.b. No person shall gift cannabis or medical cannabis in the Borough as part of a sale of another item or items.

FE. Resolution of Support

1. The Borough Council shall act on the recommendations made by the CAC within 45 days of the Committee issuing its recommendations. The Council may issue a resolution of support or choose not to issue a resolution of support for a municipal cannabis license. The Borough Council shall not issue resolutions of support exceeding the number of local cannabis licenses permitted under the Borough of Hightstown Cannabis License and Fee Schedule.
2. When multiple applicants apply for a license, the Borough Council will consider the CAC's recommendations but is not required to follow them.
3. After obtaining a resolution of support, the applicant must proceed through the Borough's land use approval process, securing all necessary Planning Board approvals, site plan approvals, or variances as required. Simultaneously, the applicant must finalize licensing with the New Jersey Cannabis Regulatory Commission (CRC) and comply with all state regulations. Operations cannot commence until both local land use approvals and state licensing are secured.
4. A resolution of support issued by the Borough Council pursuant to N.J.A.C. 17:30-5.1(g)1 shall expire within 12 months unless the business secures at least one annual state-issued cannabis license for operation within Hightstown. The Borough Council may grant up to two six-month extensions for good cause, including delays in approvals from state, county, or other agencies. Each extension request shall require a \$2,500 fee. If the applicant does not secure a state license within this timeframe, unless extended, the Borough Clerk shall reopen the application process and evaluate new applicants under the established criteria.

~~A resolution of support issued by the Borough Council pursuant to N.J.A.C. 17:30-5.1(g)1 to a cannabis business shall expire within 18 months unless the business has secured at least one of the annual state-issued cannabis licenses for operation of a Class 1 through 4~~5~~ business within the Borough of Hightstown. The Borough Council may extend the resolution of support at its discretion for up to two additional periods of six months each for good cause, including but not limited to delays in the processing of approvals required from state, county or other local agencies. There shall be a fee of \$2,500 for each extension request.~~

GF. Additional licensing regulations.

~~(1) — Hours of operation.~~

~~(a) — The hours of operation of vehicles on the premises of a cannabis business with a gross vehicle weight rating of 25,000 pounds or greater for Classes 2 through 4~~5~~ licensees shall be limited from 7:00 a.m. to 7:00 p.m., inclusive, unless, as part of a site plan application and for good cause shown and mitigation of noise, appropriate access and site layout, an extended period, not to exceed 14 hours total in any day, is approved by the Planning Board.~~

~~(b) — The hours of operation of cannabis retailers shall be limited from 9:00 a.m. to 10:00 p.m. daily.~~

~~(be) — Such hours shall be construed to mean Eastern Standard Time or Eastern Daylight Savings~~

~~Time, whichever time shall be in effect within the Borough of Hightstown.~~

~~(2) Prohibited consumption. The consumption of cannabis items through smoking, vaping, aerosolizing or other means (e.g., edibles) is prohibited within or on the grounds of any licensed cannabis establishments, distributors, or delivery service of any class of license within the Borough of Hightstown.~~

~~(3) Security. Licensees shall be required to comply with N.J.A.C. 17:30-9.10 may be subject to additional requirements to be imposed by the Chief of Police. All structures shall be designed, using safety and security barriers, to prevent the unlawful and unauthorized entry into the structures as prescribed by state law.~~

~~(a) There shall be controlled access to the site, with 24/7 on-site video monitoring of the exterior and interior of the facility. Video records shall be retained and stored for the period prescribed by state law, but in no case shall such video be retained and stored for less than 30 days.~~

~~(b) Any site plans, construction plan, reports and similar documents depicting or describing access and security details information concerning the facility shall be deemed and protected as confidential security documents and exempt from disclosure as public records.~~

1. Signage:

(a) External Signage, including window signage, must be limited to text identifying the business and the logo for the business, provided that said logo does not include a cannabis plant leaf and/or outward glorification of cannabis consumption, where applicable.

(b) All of the Borough sign regulations must be complied with.

2. Visible Restrictions; No cannabis products, plants, accessories, or paraphernalia shall be visible from any public places, including public sidewalks, streets, or rights-of-way. Cannabis products must not be visible from outside the premises, including any public space.

3. Security Requirements: Licensees shall comply with N.J.A.C. 17:30-9.10 and any additional requirements as imposed by the Chief of Police.

a. Surveillance System

i. Cannabis establishments must be monitored at all times by a closed-circuit television (CCTV) surveillance system. The security cameras must operate 24 hours per day, seven days per week and cover:

(1) All cannabis dispensing areas

(2) Storage areas

(3) All doors and windows with access to the cannabis establishment

(4) Parking areas (if applicable)

(5) Any other areas deemed necessary by the Chief of Police or their designee.

ii. The system must allow for the surveillance of both interior and exterior areas and must have sufficient quality, color rendition, and resolution to enable the clear identification of

individuals.

iii. The surveillance system must use **Internet Protocol (IP)** cameras that provide real-time footage accessible over the internet. Operators must provide the **local police department** with access to this footage in case of an emergency.

iv. The surveillance recordings must be retained for no less than **30 days**. The recordings shall be made available to the **local police department** within **24 hours** of a written request.

b. Perimeter and Lighting

The outside areas of the premises and the perimeter must be properly lit in accordance with Borough regulations. All doors should be equipped with motion-sensor lights.

c. Security Contact Information

The local police department must be provided with the name and phone number of a designated staff member to contact during any suspicious activity, whether during or after operating hours.

d. Security Staff

A security staff member must be present on the premises during all hours of operation to ensure safety and compliance with regulations.

e. Cultivation Security

All cannabis cultivation activities must take place in an enclosed, locked facility to ensure security and prevent unauthorized access.

f. State Law Compliance

Cannabis establishments must comply with all security requirements established by state law and regulations. These may be updated over time, and licensees must coordinate with the local police department to maintain compliance.

4. Emergency power. All licensed cannabis establishments, ~~distributors, or delivery services~~ shall have a backup ~~generator power~~ capable of maintaining, at a minimum, all electronic security systems and odor control systems in the event of a power failure for a period of at least 48 hours.
5. Enclosed building. All cultivation, manufacturing, storage, ~~and~~ distribution ~~and retail~~ activities, as may be permitted within the Borough, shall take place within an enclosed building. Any facility that is not the sole occupant of its building shall have no internal doorways, windows, or utility chases in common with other spaces in the building and shall have a separate HVAC system (which incorporates odor control) solely for the cannabis business.
6. Pollen and seed control. Any licensed cannabis business with the exception of retail shall implement measures to prevent cross-pollination and to prevent cannabis pollen and seeds from leaving the premises, which may include, but is not limited to, use of pollen screens, ultraviolet light and other methods, to ensure that employees, customers, vendors and other persons on site do not leave the premises while carrying any cannabis pollen or seeds knowingly or unknowingly.
7. Fencing. All fencing or walls installed for security purposes shall be at least six feet in height. Such security structure may be extended in height as approved on a site plan by the Planning Board.

8. Site management. Any cannabis business shall properly store and dispose of all waste generated on the site, including chemical and organic waste, in accordance with all applicable laws and regulations. No cannabis business shall dispose of cannabis or cannabis products unless they have been made unusable and unrecognizable.
9. Noise. All cannabis business facilities shall operate in compliance with state, county, and local noise laws and regulations, except in emergency situations requiring the use of a backup generator.
10. Odor. All cannabis business facilities shall utilize available technology to filter and recirculate air so that odors are not discernible by a reasonable person beyond the property line. Such determination shall be supported by such exhibits, submissions and expert testimony in a development application before the Planning Board for site plan approval to which the approving authority may attach reasonable conditions. The Planning Board may engage such experts as needed to evaluate the submissions made by the applicant in accordance with the procedures set forth in N.J.S.A. 40:55D-1 et seq.
11. Site plan and other necessary land use approvals. All applicants for a license to operate a cannabis business within the Borough shall be required to apply for and obtain site plan approval and any other necessary land use approvals from the Planning Board.
- ~~(12) Host community benefits agreement. Following the receipt of all necessary approvals, any applicant for a license to operate a cannabis business within the Borough shall be required to enter into a host community benefits agreement with the Borough to:
 - ~~(a) Address on- or off-site impacts reasonably anticipated because of the nature of the business and/or the property on which such business is proposed to be located as a condition of local land use approval; and/or~~
 - ~~(b) Memorialize an applicant's commitment to the Borough.~~~~
12. Sales restricted to persons over age 21. No sales of cannabis items shall be permitted to persons who are under the age of 21 years.

H. Application for local license.

Persons wishing to obtain any permitted classification of cannabis license within the Borough shall file a license application with the Borough Clerk on a standardized form established by the Borough and available in the Borough Clerk's office or other suitable locations as determined by the Borough. An application shall be deemed incomplete, and shall not be processed by the Borough, until all documents and application fees are submitted. To be deemed complete, all applications shall be submitted to the Borough Clerk's Office and shall be accompanied by the items referenced below [along with any additional requirements listed on the application](#). The following regulations shall apply:

1. The applicant shall submit proof that the applicant has or will have lawful possession of the premises proposed for the cannabis establishment, which proof may consist of a deed, a lease, a real estate contract contingent upon successful licensing, or a binding letter of intent by the owner of the premises indicating an intent to lease the premises to the entrant contingent upon successful licensing.

2. The applicant shall submit an affidavit and documentary proof of compliance with all state and local laws regarding affirmative action, antidiscrimination and fair employment practices. The applicant shall also certify under oath that they will not and shall not discriminate based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status in any of its activities or operations.

3. The applicant shall submit all required nonrefundable fees for the application ~~and conditional license~~ in accordance with the Borough of Hightstown Cannabis License and Fee Schedule.

4. The applicant and the application shall otherwise comply with any and all qualification standards set forth in the state and Borough laws or regulations.

5. Completed applications shall include a business plan outlining the proposed operations of the cannabis business.

6. The applicant shall ensure that the location proposed for licensing complies with all applicable municipal zoning laws and the location restrictions set forth in the land development portion of the Borough of Hightstown Municipal Code. A letter from the appropriate zoning official indicating that the location proposed for licensing by the applicant complies with all applicable Borough zoning laws and the location restrictions set forth herein and set forth in the land development portion of the Borough of Hightstown. The \$100 fee for the determination letter from the zoning official must be paid prior to the application being submitted.

76. All applications shall be evaluated by the (CAC). ~~The Committee shall consist of the Borough Administrator and the Chief of Police, or their respective designees, and another Borough employee or non-governing body official to be designated by the Borough Administrator.~~ The Committee CAC shall evaluate all applications and issue to the Borough Council a recommendation as to the issuance of a resolution of support, a resolution of support with conditions or a rejection of the application. The recommendation shall be made after consideration and evaluation of the following criteria:

(a) The applicant's owners' or principals' qualifications and experience operating in highly regulated industries, including cannabis, health care, pharmaceutical manufacturing, or retail pharmacies, with preference to experience operating such businesses within the State of New Jersey and where the value of the owners' experience shall outweigh the experience of nonowner principals.

(b) The applicant's qualifications and experience related to public safety and security, including any of the applicant's owners' or principals' experience in securing controlled substances or valuable items. The applicant shall submit a summary of the applicant's plans for storage of products and currency, physical security, video surveillance, security personnel, and visitor management as well as training plans.

(c) The complete and notarized financial interest section, including the names and residences of all persons financially interested in the business and the nature and extent of this interest; and, if a corporation, the names, residences, and citizenship of the officers,

directors, and stockholders.

- (de) The status of the applicant's control over the premises at the proposed location, and specifically whether the applicant owns or has executed an agreement to lease or purchase the site.
- (e) The description of the proposed location, including the surrounding area and the suitability or advantages of the proposed location, ~~along with floor plans and optional renderings or architectural or engineering plans.~~
- (d) ~~The extent of the applicant's ties to the community as measured by residency in Hightstown by employees, managers and/or shareholders, historical operation of a local business, historical ties to Hightstown or area civic organizations and/or charities.~~
- (fe) Any other information that the applicant may wish to highlight and bring to the Borough's attention regarding the proposed cannabis business operation and/or the owners, principals or employees of the business.

87. The Borough Council shall act on the recommendations made by the ~~CAC~~Hightstown Cannabis Committee within 45 days of the ~~Committee~~CAC issuing its recommendations to issue a resolution of support, resolution of support with conditions, or to not issue a resolution of support of a municipal cannabis license under the terms of Subsection H hereinbelow. The Borough Council shall not issue resolutions of support in excess of the number of local cannabis licenses permitted in accordance with the Borough of Hightstown Cannabis License and Fee Schedule. When there are multiple applicants for one license, the Borough Council shall consider the recommendations of the CAC but is not required to follow the Committee's recommendation. ~~The Borough Administrator shall engage with an applicant granted a resolution of support or a resolution of support with conditions for a host community benefits agreement which must be approved by the Borough Council.~~

98. After securing a Resolution of Support from the Borough, the applicant must proceed through the land use approval process in accordance with the Borough's zoning and site plan requirements. Upon receiving the State Annual License and Planning Board Approval, the applicant must submit both to the Borough along with the non-refundable initial license fee. The Borough then issues the local cannabis license allowing operations to begin. This includes obtaining all necessary Planning Board approvals, site plan approvals, or variances as required. Simultaneously, the applicant must finalize licensing with the New Jersey Cannabis Regulatory Commission (CRC) and ensure compliance with all state regulatory requirements. The applicant cannot begin operations until both local land use approvals, local cannabis licensing, and state licensing have been secured.

109. Notwithstanding the foregoing competitive application process, a notification of a resolution of support shall entitle the recipient applicant to pursue a state license in the appropriate cannabis class and land use approval for up to ~~18-12~~ months, which may be extended at the Borough Council's discretion for up to two additional periods of six months each for good cause. No license to operate shall be issued until the applicant has received a state annual license, local cannabis license, land use approval and satisfied other prerequisites of municipal licensure. If the recipient of a resolution of support has not received a state license within ~~18-12~~ months from issuance, unless extended for good cause, the Borough Administrator shall issue a new request for applications and evaluate all applicants for licensure under the above criteria.

110. Host community benefits agreement. In keeping with the intent of the CREAMM Act to encourage community partnership and responsible business practices, the Borough may offer applicants for cannabis licensure the opportunity to enter into a voluntary Host Community Benefits Agreement. This agreement may memorialize the applicant’s commitment to supporting locally beneficial initiatives, such as workforce development, education, or public health, as mutually agreed upon by the parties. While participation in a Host Community Benefits Agreement is voluntary and not a condition of zoning approval, licensure, or commencement of operations, the Borough encourages such collaboration as a means of fostering positive community engagement and shared benefits.”

II. Terms of local cannabis license and cannabis license renewals.

1. Before the occupancy of a building or buildings where the local cannabis license will be used to operate the cannabis business, the license holder shall obtain site plan approval, along with any and all other land use approvals deemed necessary, from the Hightstown Planning Board, along with any additional outside governmental agency approval(s) which may be necessary.
2. Any local license issued pursuant to this article shall be valid for a period of one year from the date of issuance and shall be renewed in accordance with the provisions of this article.
3. The Borough ~~Administrator~~ Council may, at ~~the official's~~their discretion, adjust the renewal date of the local license to correlate with an applicant's state licensing and renewal schedule.
4. Renewal of any license shall be governed by any code amendments, additional restrictions or changes in regulations adopted since the previous license was issued or renewed.
5. Transfer of ownership of any local license or change of location of any license or modification to expand a licensed premises shall be subject to joint Borough Council and Planning Board review and approval as well as a new license application.
6. Except where the Borough Clerk has received a complete renewal application along with the requisite fees, and the Borough has issued a license renewal, it shall be unlawful for any person to manufacture, sell, distribute, transfer, transport, or otherwise remove cannabis or cannabis products from the premises of any licensee after the expiration date recorded on the face of the license, except for the closure of the business.

§ 4-13-~~75~~ Enforcement and penalties.

[Added 12-18-2023 by Ord. No. 2023-20]

- A. The Code Enforcement Officer is the primary enforcer of municipal cannabis regulations, inspections, and violations, with assistance from designees such as the Police Department, Health Department, or Fire Marshal where applicable.

~~This article shall be enforced by the Code Enforcement Officer and/or their designee.~~

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- B. Jurisdiction. Violations of this article shall be adjudicated in the Hightstown Municipal Court. This article shall not affect the judicial proceedings of any other aspect of cannabis use in the Borough of Hightstown.
- C. Penalties. Convictions shall result in the following penalties:
1. First offense and subsequent offenses. A mandatory fine shall be imposed in an amount not to exceed \$2,000 per day per violation. In addition to the mandatory fine, the following penalties may be imposed in the discretion of the Municipal Court Judge:
 - a. Imprisonment in the Mercer County Jail for any term not exceeding 90 days; or
 - b. Imposition of a period of community service for a period not exceeding 90 days.
 2. Each and every day ~~of the such~~ violation continues it shall constitute a separate and distinct~~be construed as a single and separate~~ offense.
 3. Summary suspension. Notwithstanding the foregoing, when the Borough Administrator has been notified of a third conviction by a licensee or has reasonable grounds to believe that a licensee has engaged in deliberate and willful violation of any applicable law or regulation, or that the public health, safety, and/or general welfare has been jeopardized and requires immediate action, or in circumstances where the licensee has failed to reimburse the municipality for outside third-party financial consultant fees in a timely manner as set forth in § 31-1-5A of the Borough Code, the Borough Administrator, in consultation with the Hightstown Cannabis CommitteeCAC, may recommend to the Hightstown Borough Council ~~may to~~ enter a summary suspension order which immediately suspends the licensee's license to operate and schedule a hearing as follows:
 - a. The summary suspension order shall be in writing, shall state the reasons therefor, and shall schedule a hearing not less than 10 nor more than 30 days from the date of the order. The order shall be served upon the licensee immediately.
 - b. The Hightstown Borough Administrator ~~Council along with shall convene~~ the Hightstown Cannabis CommitteeCAC ~~to shall~~ conduct the hearing. The licensee shall be permitted to appear at the hearing, along with counsel, if so desired. The licensee must notify the Borough Administrator at least five days' prior to the hearing if the licensee plans to bring counsel to the hearing. At the conclusion of the hearing, the Hightstown Cannabis CommitteeBorough Council may lift the suspension order and reinstate the license in cases where the licensee has taken sufficient immediate actions to rectify the violation(s) which were the cause of the summary suspension order. Alternatively, the Hightstown Cannabis CommitteeBorough Council may impose any fines, conditions, restrictions, suspensions, revocations or combination thereof as warranted.
 - c. Inactive licenses. Following the commencement of operations by a cannabis business, the Borough Council may suspend or revoke any license if the licensed premises has been inactive or unoccupied by the licensee for at least six months.
 4. State license. The Borough Council may suspend or revoke any locally issued license if the corresponding state license for the subject location is expired, surrendered, suspended, or revoked.

Section 2. Section 28-3-13, entitled "DTC Downtown Core," of Article 28-3, "Districts Established; Zoning

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Map,” of Chapter 28, “Zoning,” of the Borough Code is hereby amended and supplemented as follows (additions are show with underline; deletions are shown with ~~strikethrough~~):

Chapter 28. Zoning

Article 28-3. Districts Established; Zoning Map

§ 28-3-13. DTC Downtown Core.

[1991 Code §§ 223-20, 223-21; Ord. No. 93-852; Ord. No. 860; Ord. No. 2013-13; Ord. No. 2019-13]

The purpose and intent is to eliminate the CC-1 Central Commercial District and the CC-2 Central Commercial District and to establish a new district known as the DTC Downtown Core.

- A. Permitted Uses. In the DTC Downtown Core, the following uses, and no others, shall be permitted:
1. Principal Uses:
 - a. Retail sales and services within a completely enclosed building.
 - b. Personal and business services within a completely enclosed building.
 - c. Offices.
 - d. Public facilities, including public parking facilities.
 - e. Child care centers.
 - f. Bars and taverns.
 - g. Restaurants and other places to eat and drink, but not including establishments with drive-throughs.
 - h. Banks and financial institutions.
 - i. Newspaper and other publishing facilities.
 - j. Apartment dwellings as upper floor use of buildings containing above permitted principal uses.
 - k. Art galleries and artist studios.
 2. Accessory Uses and Structures:
 - a. Signs in accordance with ~~Article~~ Chapter 29-18.
 - b. Parking facilities.

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- c. Fences, walls and landscaping.
- d. Amusement machines, subject to the licensing and regulation provisions of Chapter 4, General Licensing, Article 4-7, Amusement Machines, of the Code of the Borough of Hightstown.
- e. Satellite dishes, subject to the restrictions and requirements set forth in § 28-10-19.
- f. Accessory uses and structures customarily incidental and on the same lot as a principal or conditional use.

3. Conditional Uses. The following uses shall be permitted when authorized as a conditional use by the Planning Board when meeting their associated criteria:

a. Cannabis retail, subject to the following criteria:

[i] Such use shall operate fully within an enclosed building.

[ii] Excepting emergency egress doors, each entrance and exit, including loading docks doors, shall be designed to prevent interior air from escaping out of doors unless properly treated as required under §4-13-~~6G4F(10)~~ through air locks, negative pressurization or other means of preventing untreated air from exiting the building.

[iii] All criteria set forth in the licensing regulations at §4-13-~~4F-6~~ shall apply.

B. Other Restrictions. [*Editor's Note: For brevity, the language of the existing Code is not recited hereafter, as all existing language and subsections which are currently in effect under §28-3-13B are not being revised as part of the within Ordinance and shall remain unchanged.*]

Section 3. Section 28-3-14, entitled "H-C Highway Commercial District," of Article 28-3, "Districts Established; Zoning Map," of Chapter 28, "Zoning," of the Borough Code is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~strikethrough~~):

Chapter 28. Zoning

Article 28-3. Districts Established; Zoning Map

§ 28-3-14. H-C Highway Commercial District.

[1991 Code §§ 233-24, 233-25; Ord. No. 93-852; Ord. No. 860; Ord. No. 2013-13; Ord. No. 2014-16; Renumbered - Ord. No. 2019-15]

A. Permitted Uses. In the H-C Highway Commercial District, the following uses, and no others, shall be permitted:

1. Principal Uses.

a. Any principal use permitted in the DTC Downtown Core District.

- b. Retailing and service establishments with incidental outdoor operations.
 - c. Movie theater, bowling alley, gymnasiums, tennis centers, roller skating rinks and similar recreational and cultural facilities conducted within an enclosed building.
 - d. Lumber yards.
 - e. Heating oil distribution facilities.
 - f. Motor vehicle body and repair shops, subject to the conditions of § **28-10-13**.
2. Accessory Uses and Structures.
[Amended 12-18-2023 by Ord. No. 2023-20]
- a. Off-street parking and loading facilities.
 - b. Private garages and storage buildings.
 - c. Fences, walls and landscaping.
 - d. Amusement machines: as permitted in the DTC Downtown Core District.
 - e. Satellite dishes, subject to the restrictions and requirements set forth in **28-10-19**.
 - f. Signs in accordance with Chapter **29**.
 - g. Accessory uses and structures customarily incidental to and on the same lot as a principal or conditional use.
3. Conditional Uses. The following uses shall be permitted when authorized as a conditional use by the Planning Board when meeting their associated criteria:
[Added 12-18-2023 by Ord. No. 2023-20]
- a. Cannabis cultivation, manufacturing, wholesaling, ~~or~~ distribution or retail, subject to the following criteria:
 - i. With the exception of cannabis retail, ~~S~~such use or uses shall be located on a tract of land comprising at least 10 contiguous acres. The vertically integrated operation of cannabis cultivation and cannabis manufacturing shall be permitted on the same tract of land.
 - ii. Such use shall operate fully within an enclosed building.
 - iii. Excepting emergency egress doors, each entrance and exit, including loading docks doors, shall be designed to prevent interior air from escaping out of doors unless properly treated as required under § ~~4-13-4F(106G)~~ through air locks, negative pressurization or other means of preventing untreated air from exiting the building.

iv All criteria set forth in the licensing regulations at § ~~4-13-4F6~~ shall apply.

b. ~~Notwithstanding § 4-13-4D, and subject~~Subject to approval of the State Cannabis Regulatory Commission, nothing herein shall prohibit multiple licensees within each permitted class from operating simultaneously on the same tract of land, provided that each licensee otherwise satisfies the conditional use criterion herein and any requirements of the state with respect to the co-location of cannabis businesses on the same tract of land or within the same building.

B. Other Restrictions. [*Editor's Note: For brevity, the language of the existing Code is not recited hereafter, as all existing language and subsections which are currently in effect under §28-3-14B are not being revised as part of the within Ordinance and shall remain unchanged.*]

Section 4. Section 28-3-15, entitled "DTG Downtown Gateway," of Article 28-3, "Districts Established; Zoning Map," of Chapter 28, "Zoning," of the Borough Code is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~strikethrough~~):

Chapter 28. Zoning

Article 28-3. Districts Established; Zoning Map

§ 28-3-15. DTG Downtown Gateway.

[1991 Code §§ 233-22, 233-23; Ord. No. 93-852; Ord. No. 2003-25; Ord. No. 2019-14; Renumbered - Ord. No. 2019-15]

The purpose and intent is to eliminate the R-PO Residential Professional Office District and to establish a new district known as the DTG Downtown Gateway.

A. Permitted Uses. In the DTG Downtown Gateway, the following uses, and no others, shall be permitted:

1. Principal Uses.

- a. Detached single-family dwellings or duplex.
- b. Restaurants and other places to eat and drink, but not including establishments with drive-throughs.
- c. Retail sales and services within a completely enclosed building.
- d. Personal and business services within a completely enclosed building.
- e. Performing arts companies.
- f. Offices.
- g. Child care centers.

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- h. Tutoring centers.
- i. Financial institutions.
- j. Apartment dwellings as upper floor use or rear part of buildings containing adjacent and/or above principal uses.
- k. Art galleries and artist studios.

2. Accessory Uses and structures.

- a. Carports, accessory garages and/or open parking spaces with necessary driveways for vehicles belonging to residents on the premises and their guests.
- b. Noncommercial solariums and home swimming pools, provided that suitable protective fencing for swimming pools are in accordance with § 28-10-6.
- c. Signs in accordance with ~~Article~~ [Chapter 29-17](#).
- d. Fences, walls and landscaping in accordance with § 28-10-5 as they pertain to Residential Districts.
- e. Subject to lot coverage requirements, no more than two storage sheds are permitted on a lot in accordance with § 28-10-5.
- f. Satellite dishes, subject to the restrictions and requirements set forth in § 28-10-19.
- g. [Accessory uses and structures customarily incidental and on the same lot as a principal or conditional use.](#)

3. [Conditional Uses. The following uses shall be permitted when authorized as a conditional use by the Planning Board when meeting their associated criteria:](#)

a. [Cannabis retail, subject to the following criteria:](#)

- i. [Such use shall operate fully within an enclosed building.](#)
- ii. [Excepting emergency egress doors, each entrance and exit, including loading docks doors, shall be designed to prevent interior air from escaping out of doors unless properly treated as required under §4-13-6G4F\(10\) through air locks, negative pressurization or other means of preventing untreated air from exiting the building.](#)
- iii. [All criteria set forth in the licensing regulations at §4-13-64F shall apply.](#)

B. Other Restrictions. [*Editor's Note: For brevity, the language of the existing Code is not recited hereafter, as all existing language and subsections which are currently in effect under §28-3-14B are not being revised as part of the within Ordinance and shall remain unchanged.*]

Section 5. Section 28-3-16, entitled "R-O Research Office District," of Article 28-3, "Districts Established;

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Zoning Map,” of Chapter 28, “Zoning,” of the Borough Code is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~striketrough~~):

Chapter 28. Zoning

Article 28-3. Districts Established; Zoning Map

§ 28-3-16. R-O Research Office District.

[Ord. No. 93-852; Ord. No. 2013-13; Renumbered - Ord. No. 2019-15]

A. Permitted Uses.

1. Permitted Principal Uses.

- a. Scientific and research laboratories.
- b. Warehousing and storage of products within a completely enclosed building, but not to include toxic or hazardous materials.
- c. Computer centers.
- d. Pharmaceutical operations, non-manufacturing.
- e. Business and professional offices.
- f. Day care centers.

2. Permitted Accessory Uses.

- a. Off-street parking and loading facilities.
- b. Cafeterias or other similar food service facilities located within a building and operated for the exclusive use of site occupants.
- c. Recreational facilities.
- d. Assembly rooms for meetings associated with the site business use.
- e. Incidental motor freight operations such as deliveries, but not to include motor freight terminals.
- f. Satellite dishes, subject to the restrictions and requirements set forth in § 28-10-19.
- g. Accessory uses and structures customarily incidental and on the same lot as a principal or conditional use.

h. Signs in accordance with Chapter 29.

3. Conditional Uses. ~~No conditional uses shall be permitted.~~ The following uses shall be permitted when authorized as a conditional use by the Planning Board when meeting their associated criteria:

a. Cannabis retail, subject to the following criteria:

i. Such use shall operate fully within an enclosed building.

ii. Excepting emergency egress doors, each entrance and exit, including loading docks doors, shall be designed to prevent interior air from escaping out of doors unless properly treated as required under §4-13-6G4F(10) through air locks, negative pressurization or other means of preventing untreated air from exiting the building.

iii. All criteria set forth in the licensing regulations at §4-13-64F shall apply.

B. Other Restrictions.

1. Lot Area. A lot area of not less than four acres shall be required.

2. Lot Width. A lot width of not less than 100 feet shall be required.

3. Front Yard Setback. No portion of any building shall be located nearer to any street line than 100 feet.

4. Side Yard Setback. There shall be two side yards, each with a width of at least 50 feet.

5. Rear Yard Setback. There shall be a rear yard not less than 50 feet deep. In the case of a lot extending through from street to street, the front yard requirement shall be observed on both streets.

6. Maximum Floor Area Ratio. Maximum floor area ratio shall be 30% for all uses, except that the portion of use devoted to storage and warehousing may be calculated at 40%.

7. Lot Coverage. 20% by buildings with a maximum total impervious coverage of 50%.

8. Building Height. Three stories, with a maximum height of 45 feet.

9. Landscaping and Buffers. All portions of lots not used for buildings or other site improvements shall be suitably landscaped with lawns, trees, shrubbery, etc. All preserved critical land areas shall be left in their natural state and suitably buffered. Portions of lots which adjoin any residential zone shall provide a fifty-foot landscaped buffer screen area, which is to be improved with a variety of landscaping to provide for a year-round screen visually separating the site from the adjacent residential zoned properties. The buffer area may contain landscaped berms and suitable fencing, but the fencing shall be only incorporated to supplement required landscaping.

10. Parking Requirements. As provided in § 28-10-11.

11. Off-street Loading Requirements. As required in § 28-10-11.

~~Section 6. Section 28-3-17, entitled “PED Planned Economic Development District,” of Article 28-3, “Districts Established; Zoning Map,” of Chapter 28, “Zoning,” of the Borough Code is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with strikethrough):~~

~~Chapter 28. Zoning~~

~~Article 28-3. Districts Established; Zoning Map~~

~~§ 28-3-17. PED Planned Economic Development District.~~

~~{Ord. No. 93-852; Ord. No. 2003-25; Renumbered with Ord. No. 2008-17; Ord. No. 2013-13; Renumbered Ord. No. 2019-15}~~

~~A. Objectives. The Planned Economic Development District is a planned development district established to provide for the redevelopment of the former Hightstown Rug Mill/North American Phillips site. It is designed to facilitate a variety of land use development options, including the adaptive reuse of the site's existing structures, based on development and approval of an overall plan for the approximately six-acre site. The redevelopment plan is to be designed addressing several objectives, including: Compatible land use relationships with adjacent land uses; preservation and enhancement of natural features, particularly the Rocky Brook stream corridor; preservation and enhancement of any historic features of the site, including structures and mechanical equipment; and freedom from any substantial adverse detriment to neighbors of the property as relates to traffic, trucks, noise, smoke, vibrations or other environmental impacts.~~

~~B. Permitted Uses.~~

~~(1) Principal Uses.~~

- ~~(a) Adaptive reuse of the site's existing structures for residential use Residential dwelling units as part of a Planned Development shall not exceed 80 units which shall not be located on the first (ground) floor.~~
- ~~(b) Principal land uses permitted in the R-O District excluding, however, warehousing, industrial uses, storage of products and trucking as permitted uses.~~
- ~~(c) Studios for the visual and performing arts.~~
- ~~(d) All principal and accessory uses permitted in the DTC Downtown Core as part of a Planned Development, excluding, however, houses of worship and funeral parlors.~~
- ~~(e) Hotels, as part of a Planned Development.~~
- ~~(f) Planned development of the site shall incorporate two or more of the above principal uses.~~

~~(2) Accessory Uses.~~

- ~~(a) Off street parking, loading, signs as provided by Borough Ordinance.~~

~~(b) — Recreational and other common use facilities serving residents and employees of the PED site, including, but not limited to, swimming pools, tennis courts, community meeting rooms, exercise facilities, plazas and sitting areas, walkways and open space.~~

~~(c) — Satellite dishes, subject to the restrictions and requirements set forth in § 28-10-19.~~

~~(d) — Accessory uses and structures customarily incidental and on the same lot as a principal or conditional use.~~

~~(3) — Conditional Uses. No conditional uses are permitted. The following uses shall be permitted when authorized as a conditional use by the Planning Board when meeting their associated criteria:~~

~~(a) — Cannabis retail, subject to the following criteria:~~

~~[1] — Such use shall operate fully within an enclosed building.~~

~~[2] — Excepting emergency egress doors, each entrance and exit, including loading docks doors, shall be designed to prevent interior air from escaping out of doors unless properly treated as required under §4-13-4F(10) through air locks, negative pressurization or other means of preventing untreated air from exiting the building.~~

~~[3] — All criteria set forth in the licensing regulations at §4-13-4F shall apply.~~

~~C. — Other Restrictions.~~

~~(1) — Required PED District Plan. Development in the PED District shall be based on a comprehensive general development plan approved by the Planning Board. The general development plan shall be prepared and processed in full accord with N.J.S. 40:55D-45 through 45.8. The required scale for the overall plan shall not be less than one inch equals 50 feet and plans of subsections, if applicable, shall be not less than one inch equals 20 feet. Unless amended by the Planning Board upon application of the developer, the period of approval of the general development plan shall not exceed five years from the date of final approval of the first section of the PED site.~~

~~(2) — Permitted Density/F.A.R. The permitted density or floor area ratio of any development scheme which incorporates adaptive reuse of the site's existing buildings shall be based on a satisfactory achievement of the site's development objectives, the general development plan, and other standards of this chapter.~~

~~The maximum permitted F.A.R. for research office use shall be 0.40, based on meeting all other applicable standards of this chapter.~~

~~The allowable density and F.A.R. for any mixed use planned development will be based on a full analysis of the general development plan and the allocation of the site to particular land use types.~~

~~(3) — Site Coverage. The maximum permitted coverage of buildings in the PED District shall be 30%. The maximum permitted impervious cover shall be 70% for adaptive reuse, research office, and mixed use planned schemes.~~

- ~~(4) — Maximum Height. For new nonresidential buildings, the maximum height shall be two stories, not to exceed 30 feet. The maximum height for adaptive reuse of the existing site buildings is the existing building height.~~
- ~~(5) — Required Yards, Building Setbacks. The setback of existing buildings shall be the existing setback for adaptive reuse plans. Research office use buildings shall be set back a minimum of 30 feet from all street and lot lines.~~
- ~~(6) — Minimum Lot Areas. Based on the approved PED Development Plan.~~
- ~~(7) — Parking and Off Street Loading. See § 28-10-11.~~
- ~~(8) — Landscaping, Open Space and Buffers. All nonimproved areas of the site shall be suitably landscaped with a variety of landscape materials, appropriate to location function and design. Buffer strips at least 10 feet in width shall be provided to separate different land use sections of the site as well as along site perimeters. Buffer areas may be developed as berms or raised beds and include walls or fences, but the structures shall only be provided to supplement landscape screening plantings. The Rocky Brook stream corridor and tributary shall be improved as a "green belt" in accordance with the Borough's Greenways Master Plan. Street trees shall be provided along the site periphery and along interior roadways and walkways and in parking lots.~~
- ~~(9) — Sight Triangles. Sight triangles shall be provided in accordance with § 28-10-9.~~

~~D. — Disposition of Common Open Space; Open Space Organization.~~

- ~~(1) — Public Dedication. Common open space land areas may be dedicated to the Borough of Hightstown or other governmental agency and shall be free from all mortgages and encumbrances and shall only be dedicated to the entity with approval of the entity.~~
- ~~(2) — Open Space Organization. If common open space is not publicly dedicated, an organization for the ownership and maintenance of open space for the benefit of the owners and residents of the planned development shall be established by the developer in accordance with N.J.S. 40:55D-43. The organization shall meet the following standards to be written into the articles of incorporation and/or bylaws.
 - ~~(a) — It shall not be dissolved and shall not dispose of any open space, by sale or otherwise, except to an organization conceived and established to own and maintain the open space for the benefit of such development, and thereafter such organization shall not be dissolved or dispose of any of its open space without first offering to dedicate the same to the Borough of Hightstown, which shall be subject to the approval of the Borough.~~
 - ~~(b) — In the event that such organization shall fail to maintain the open space in reasonable order and condition, the Borough may serve written notice upon such organization or upon the owners that the organization has failed to maintain the open space in reasonable condition, and the notice shall include a demand that such deficiencies of maintenance be cured within 35 days thereof and shall state the date and place of a hearing hereon, which shall be held within 15 days of the notice. At such hearing the Borough may modify the terms of the original notice as to deficiencies and may give a reasonable extension of time, not to exceed~~~~

~~65 days, within which they shall be cured. If the deficiencies set forth in the original notice or in the modification thereof shall not be cured within the 35 days or any permitted extension thereof, the Borough, in order to preserve the open space and maintain the same for a period of one year, may enter upon and maintain such land. The entry and maintenance shall not vest in the public any rights to use the open space, except when the same is voluntarily dedicated to the public by the owners. Before the expiration of the year, the Borough Council shall, upon its initiative or upon the request of the organization theretofore responsible for the maintenance of the open space, call a public hearing upon 15 days' written notice to such organization and to the owners of the development, to be held by the Borough Council at which hearing such organization and the owners of the development shall show cause why such maintenance by the Borough shall not, at the election of the Borough, continue for a succeeding year. If the Borough shall determine that such organization is ready and able to maintain the open space in reasonable condition, the Borough shall cease to maintain the open space at the end of the year. If the Borough shall determine such organization is not able to maintain the open space in a reasonable condition, the Borough may, in its discretion, continue to maintain the open space during the next succeeding year, subject to a similar hearing and determination in each year thereafter. The decision of the Borough shall constitute a final administrative decision, subject to judicial review.~~

~~(c) — The cost of such maintenance by the Borough shall be assessed pro rata against the properties within the development that have a right of enjoyment of the open space, in accordance with assessed value at the time of imposition of the lien, and shall become a lien and tax on the properties and be added to and be a part of the taxes to be levied and assessed thereon and shall be enforced and collected with interest by the same officers and in the same manner as other taxes.~~

~~E. — Findings for Planned Developments. As appropriate for PED District development, and as required by N.J.S. 40:55D-45, prior to approval of a proposed development, the Planning Board shall find the following facts and conclusions:~~

- ~~(1) — That departures by the proposed development from zoning regulations otherwise applicable to the subject property conform to the zoning standards applicable to planned developments.~~
- ~~(2) — That the proposals for maintenance and conservation of the common open space are reliable, and that the amount, location and purpose of the common open space are adequate.~~
- ~~(3) — That provisions through the physical design of the proposed development for public services, control over vehicular and pedestrian traffic and the amenities of light and air, recreation and visual enjoyment, including signage, are adequate.~~
- ~~(4) — That the proposed planned development will not have an unreasonably adverse impact upon the area in which it is proposed to be established.~~
- ~~(5) — In the case of proposed development which contemplates construction over a period of years, that the terms and conditions intended to protect the interests of the public and of the residents, occupants and owners of the proposed development in the total completion of the development are adequate.~~

Section 76. Chapter 31, entitled “Taxation of Cannabis Sales,” of the “Revised General Ordinances of the Borough of Hightstown” is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~striketrough~~):

Chapter 31. Taxation of Cannabis Sales

Article I. Transfer and User Taxes

§ 31-1-1. Title.

[12-18-2023 by Ord. No. 2023-20]

This chapter shall be known as the "Taxation of Cannabis Sales."

§ 31-1-2. State enablement.

[12-18-2023 by Ord. No. 2023-20]

A. Legislation. On February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" (the "Act"),^[1] which legalizes the recreational use of cannabis by adults 21 years of age or older and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult-use) cannabis operations, use and possession.

[1] Editor's Note: See N.J.S.A. 24:6I-31 et seq.

B. The Act establishes six marketplace classes of licensed businesses, including:

1. Class 1 cannabis cultivator license for facilities involved in growing and cultivating cannabis;
2. Class 2 cannabis manufacturer license for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
3. Class 3 cannabis wholesaler license for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
4. Class 4 cannabis distributor license for businesses involved in transporting cannabis plants in bulk from one licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
5. Class 5 cannabis retailer license for locations at which cannabis items and related supplies are sold to consumers; and
6. Class 6 cannabis delivery license for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchased items to a consumer, and which service would include the ability of a consumer to make a purchase

directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

- C. A cannabis business is defined as any business that holds one or more State of New Jersey issued license for Class 1 through Class 6 cannabis business and a vertically integrated cannabis business is defined as any cannabis business that holds more than one cannabis license.
- D. Section 40a(1) of the Act permits a municipality to adopt an ordinance imposing a transfer tax on the sale of cannabis or cannabis items by a cannabis establishment that is located in the municipality on receipts from the sale of cannabis by a cannabis cultivator to another cannabis cultivator; receipts from the sale of cannabis items from one cannabis establishment to another cannabis establishment; receipts from the retail sales of cannabis items by a cannabis retailer to retail consumers who are 21 years of age or older; or any combination thereof, and to set its own rate or rates, but in no case exceeding 2% of the receipts from each sale by a cannabis cultivator; 2% of the receipts from each sale by a cannabis manufacturer; 1% of the receipts from each sale by a cannabis wholesaler; and 2% of the receipts from each sale by a cannabis retailer.
- E. Section 40a(2) of the Act requires a municipality enacting a transfer tax to also enact a user tax.

§ 31-1-3. Definitions.

[12-18-2023 by Ord. No. 2023-20]

- A. As used in this chapter, the following terms shall have the meanings indicated:

CANNABIS

Shall mean the same as that term is defined in Section 3 of P.L. 2021, c. 16 N.J.S.A. 24:6I-33).

CANNABIS CULTIVATOR

Shall mean the same as that term is defined in Section 3 of P.L. 2021, c. 16 (N.J.S.A. 24:6I-33).

CANNABIS ESTABLISHMENT

Shall mean the same as that term is defined in Section 3 of P.L. 2021, c. 16 (N.J.S.A. 24:6I-33).

CANNABIS ITEMS

Shall mean the same as that term is defined in Section 3 of P.L. 2021, c. 16 (N.J.S.A. 24:6I-33).

CANNABIS MANUFACTURER

Shall mean the same as that term is defined in Section 3 of P.L. 2021, c. 16 (N.J.S.A. 24:6I-33).

CANNABIS RETAILER

Shall mean the same as that term is defined in Section 3 of P.L. 2021, c. 16 (N.J.S.A. 24:6I-33).

CANNABIS WHOLESALER

Shall mean the same as that term is defined in Section 3 of P.L. 2021, c. 16 (N.J.S.A. 24:6I-33).

CONSUMER

Shall mean the same as that term is defined in Section 3 of P.L. 2021, c. 16 (N.J.S.A. 24:6I-33).

PREMISES

Shall mean the same as that term is defined in Section 3 of P.L. 2021, c. 16 (N.J.S.A. 24:6I-33).

TAXPAYER BUSINESS

Shall mean for the purposes of this chapter any cannabis business defined in this subsection.

- B. All other terms as defined in the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act,"[1] also referenced herein as the "Act" or "P.L. 2021, c. 16," are hereby incorporated herein by reference and shall have the meanings set forth in the Act, as may be amended or superseded.

[1] Editor's Note: See N.J.S.A. 24:6I-31 et seq.

§ 31-1-4. Establishment of transfer and user taxes.

[12-18-2023 by Ord. No. 2023-20]

A. Transfer tax.

1. There is hereby imposed a transfer tax in the amount of 2% on receipts from the sale of cannabis as follows:
 - a. From the sale of cannabis by a cannabis cultivator to another cannabis establishment.
 - b. From the sale of cannabis items from one cannabis manufacturer to another cannabis establishment.
 - c. From the sale of cannabis items from a cannabis retailer to the consumer, ~~if retail cannabis sales become permitted in Hightstown Borough.~~
2. There is hereby imposed a transfer tax in the amount of 1% on receipts of the sale of cannabis as follows:
 - a. From the sale of cannabis items from one cannabis wholesaler to another cannabis establishment.

- B. Collection of transfer tax. Such tax shall be collected or paid, and remitted to the municipality by the cannabis establishment from the cannabis establishment purchasing or receiving the cannabis or cannabis item, or from the consumer at the point of sale, on behalf of the municipality by the cannabis retailer selling the cannabis item to that consumer. The transfer tax shall be stated, charged, and shown separately on any sales slip, invoice, receipt, or other statement or memorandum of the price paid or payable, or equivalent value of the transfer, for the cannabis or cannabis item. No cannabis establishment required to collect a transfer tax imposed hereunder shall advertise or hold out to any person or to the public in general, in any manner, directly or indirectly, that the transfer tax or user tax will not be separately charged and stated to another cannabis establishment or the consumer, or that the transfer tax will be refunded to the cannabis establishment or the consumer.

Borough of Hightstown
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- C. User tax. There shall also be imposed a user tax, at the equivalent transfer tax rates, on any concurrent license holder, as permitted by Section 33 of P.L. 2021, c. 16 (N.J.S.A. 24:6I-46), operating more than one cannabis establishment. The user tax shall be imposed on the value of each transfer or use of cannabis or cannabis items not otherwise subject to the transfer tax imposed pursuant to Subsections **A** and **B** of this section, from the license holder's establishment that is located in the municipality to any of the other license holder's establishments, whether located in the municipality or another municipality. The value of each transfer or use of cannabis ~~or cannabis items~~ for user tax computation shall equal the statewide average retail price of an ounce of usable cannabis for consumer purchase, as determined by the Cannabis Regulatory Commission, less 10% or the third-party dispensary wholesale price, whichever is less. The value of each transfer or use of cannabis items for user tax computation shall equal the third-party dispensary wholesale price.
- D. Relationship to other taxes. A transfer tax or user tax imposed pursuant to this section shall be in addition to any other tax imposed by law. Any transaction for which the transfer tax or user tax is imposed, or could be imposed, pursuant to this section, other than those which generate receipts from the retail sales by cannabis retailers, shall be exempt from the tax imposed under the "Sales and Use Tax Act," P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.). The transfer tax or user tax shall be paid by the cannabis establishment purchasing or receiving any cannabis or cannabis item from any cannabis cultivator or cannabis manufacturer or cannabis wholesaler licensed by the municipality, and shall be collected and remitted to the municipality by the cannabis establishment licensed by the municipality. The transfer tax or user tax shall be stated, charged, and shown separately on any sales slip, invoice, receipt, or other statement or memorandum of the price paid or payable, or equivalent value of the transfer, for the cannabis or cannabis item.
- E. Tax liability. Every cannabis establishment required to collect a transfer tax or user tax imposed pursuant to this chapter shall be personally liable for the transfer tax or user tax imposed, collected, or required to be collected under this section. Any cannabis establishment shall have the same right with respect to collecting the transfer tax or user tax from another cannabis establishment or the consumer as if the transfer tax or user tax was a part of the sale and payable at the same time, or with respect to nonpayment of the transfer tax or user tax by the cannabis establishment or consumer, as if the transfer tax or user tax was a part of the purchase price of the cannabis or cannabis item, or equivalent value of the transfer of the cannabis or cannabis item, and payable at the same time; provided, however, that the chief financial officer of the Borough of Hightstown which imposes the transfer tax or user tax shall be joined as a party in any action or proceeding brought to collect the transfer tax or user tax. No cannabis establishment required to collect a transfer tax or user tax imposed by pursuant to this chapter shall advertise or hold out to any person or to the public in general, in any manner, directly or indirectly, that the transfer tax or user tax will not be separately charged and stated to another cannabis establishment or the consumer, or that the transfer tax or user tax will be refunded to the cannabis establishment or the consumer.

§ 31-1-5. Administration of transfer and user taxes.

[12-18-2023 by Ord. No. 2023-20]

- A. Unless otherwise determined by the Borough Council, the chief financial officer of Hightstown is charged with the administration and enforcement of the provisions of this chapter, and is empowered to prescribe, adopt, promulgate and enforce rules and regulations relating to any matter pertaining to the administration and enforcement of this chapter, including provisions for the reexamination and corrections of declarations and statements, and of payments alleged or found to be incorrect, or as to which an overpayment is claimed

or found to have occurred, and to prescribe forms necessary for the administration of this chapter. The Borough Council may determine at any time, in its sole discretion, to retain an outside third-party financial consultant (the "outside consultant") to exercise all of the duties and responsibilities of the chief financial officer as set forth above, with the exception of the power of enforcement, levying of fines and penalties and entering into agreements with the State of New Jersey. In the event that the Borough Council retains such an outside consultant, the fee schedule for the outside consultant shall be presented, for informational purposes only, to the cannabis business before such audit and other work is undertaken. The cannabis business shall be responsible for reimbursement to the Borough of the fees incurred by the Borough to the outside consultant for services rendered in its examination of the business's accounts for the determination of tax to be paid. A copy of the invoice shall be sent to the cannabis business by the municipality after the municipality is billed for the outside consultant's work. The cannabis business shall reimburse the municipality for the outside consultant's fees and expenses within 60 days thereafter. Failure to timely reimburse the municipality shall invoke § 4-13-75 of the Borough Code. Should a cannabis business fail or refuse to provide adequate information to the chief financial officer or the outside consultant to determine the amount of tax due, the chief financial officer or the outside consultant may use information provided from other sources (i.e., the NJ Cannabis Regulatory Commission or NJ Department of Treasury) to determine the amount of tax liability, and the licensee shall be subject to the penalties set forth in § 4-13-75 of the Borough Code.

- B. It shall be the duty of the chief financial officer or the outside consultant, as applicable, to collect and receive the taxes, fines, and penalties imposed by this chapter. It shall also be the duty of the chief financial officer or the outside consultant, as applicable, to keep a record showing the date of such receipt. The chief financial officer is authorized to enter into agreements with the State of New Jersey to obtain information to facilitate administration of the taxes. The chief financial officer is authorized to issue a ruling upon written request of a taxpayer or upon his or her own volition.
- C. The chief financial officer or the outside consultant, as applicable, is hereby authorized to examine the books, papers and records of any taxpayer to verify the accuracy of any declaration or financial statement, or if no declaration or financial statement was filed, to ascertain the tax due. Every taxpayer is hereby directed and required to give to the chief financial officer, or to the outside consultant, as applicable, the means, facilities and opportunity for such examinations and investigations, as are hereby authorized or otherwise permitted by law.
- D. In the event that the transfer tax or user tax imposed pursuant to this chapter is not paid when due by a cannabis establishment, the unpaid balance, and any interest accruing thereon, shall be a lien on the parcel of real property comprising the cannabis establishment's premises in the same manner as all other unpaid municipal taxes, fees, or other charges. The lien shall be superior and paramount to the interest in the parcel of any owner, lessee, tenant, mortgagee, or other person, except the lien of municipal taxes, and shall be on a parity with and deemed equal to the municipal lien on the parcel for unpaid property taxes due and owing in the same year.
- E. The chief financial officer or outside consultant, as applicable, shall file in the office of its tax collector a statement showing the amount and due date of the unpaid balance and identifying the lot and block number of the parcel of real property that comprises the delinquent cannabis establishment's premises. The lien shall be enforced as a municipal lien in the same manner as all other municipal liens are enforced.
- F. Returns and records filed by a licensee, and the records and files of the chief financial officer or the outside consultant, as applicable, respecting the administration of the transfer and user tax, shall be considered

confidential and privileged and neither the chief financial officer nor any employee or outside consultant engaged in the administration thereof or charged with the custody of any such records or files, nor any former officer or employee, nor any person who may have secured information therefrom shall divulge, disclose, use for their own personal advantage, or examine for any reason other than a reason necessitated by the performance of official duties any information obtained from the said returns, records or files or from any examination or inspection of the premises or property of any person, or to an officer of a public entity for a reason authorized by N.J.S.A. 54:50-9. Neither the chief financial officer nor any employee or outside consultant engaged in such administration or charged with the custody of any such returns, records or files shall be required to produce any of them for the inspection of any person or for use in any action or proceeding except when the records or files or the facts shown thereby are directly involved in an action or proceeding to collect or challenge the assessment of transfer or user taxes hereunder, or where the determination of the action or proceeding will affect the validity or amount of the claim of the Borough hereunder, or in any lawful proceeding for the investigation and prosecution of any violation of this Chapter 31 or of the criminal provisions of the State Uniform Tax Procedure Law[1] or of any state tax law, or where production is required pursuant to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 et seq.) or the Common Law, or the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act[2] (P.L. 2021, c. 16) or other applicable law.

[1] Editor's Note: See N.J.S.A. 54:48-1 et seq.

[2] Editor's Note: See N.J.S.A. 24:6I-31 et seq.

§ 31-1-6. Recordkeeping; tax payments; financial statements.

[12-18-2023 by Ord. No. 2023-20]

- A. Requirement to keep records. Taxpayers liable for the transfer and/or user tax are required to keep such records as will enable the filing of true and accurate financial statements of the tax, and such records shall be preserved for a period of not less than three years from the filing date or due date, whichever is later, in order to enable the chief financial officer or any agent designated by him to verify the correctness of the declarations or financial statements filed. If records are not available in the Borough of Hightstown to support the financial statements which were filed or which should have been filed, the taxpayer will be required to make them available to the chief financial officer either by producing them at a location in the municipality or by paying for the expenses incurred by the chief financial officer or his agent in traveling to the place where the records are regularly kept.
- B. Tax payments and financial statements. All cannabis establishments operating in the Borough of Hightstown shall be required to file a transfer and/or user tax statement with the chief financial officer to report their sales during each calendar quarter and the amount of tax in accordance with the provisions of this chapter. Financial statements shall be filed and payments of tax imposed for the preceding calendar quarter shall be made on or before the last day of April, July, October, and January, respectively. A taxpayer who has overpaid the transfer tax, or who believes it is not liable for the tax, may file a written request on an amended financial statement with the chief financial officer for a refund or a credit of the tax.

Section 87. Repealer. Any article, section, paragraph, subsection, clause, or other provision of the Code of the Borough of Hightstown, inconsistent with the provisions of this ordinance, is hereby repealed to the extent of such inconsistency, only.

Section 98. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section,

Borough of Hightstown
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paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 109. Enactment. This ordinance shall become effective immediately after publication in the manner provided by law.

Section 110. Continuation and codification. This ordinance shall be a part of the “Revised General Ordinances of the Borough of Hightstown,” as through codified and fully set forth herein. The Borough Clerk shall have this ordinance codified and incorporated in the official copies of the Borough Code. The Borough Clerk and Borough Attorney are authorized and directed to change any chapter, article and/or section number of the “Revised General Ordinances of the Borough of Hightstown,” in the event that the codification of this ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and accidental repeal of existing provisions not intended to be repealed.

Introduction: May 19, 2025

Adoption:

ATTEST:

MARGARET RIGGIO, RMC, CMR
MUNICIPAL CLERK

SUSAN BLUTH
MAYOR

Borough of Hightstown
County of Mercer

Resolution 2025-126

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 \$915,343.55 from the following accounts:

Current	865,961.33
W/S Operating	47,615.82
General Capital	0.00
Water/Sewer Capital	0.00
Grant	1,766.40
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	
	.
Total	915,343.55

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 16, 2025.

Margaret Riggio, Borough Clerk

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											
HEDYC005	HEDY CAI	<i>Account Continued</i>									
1 LEADERSHIP INTERNSHIP 2025		\$200.00	5-01-27-335-001-137	B	Contests	R	05/30/25	06/11/25		HCAI-2025	N
Vendor Total:		\$200.00									
INTER015	INTERSTATE WASTE SERVICES OF										
25-00001	01/06/25		MUNICIPAL RECYCLING 2025			B					
7 INV 10737669 JUNE 2025		\$13,115.08	5-01-26-311-001-029	B	Recycling Contract co-mingle-paper/cdlR		04/28/25	06/11/25		10737669	N
Vendor Total:		\$13,115.08									
J0257	JCP&L										
25-00743	06/03/25		MASTER ACCT 315 4/5/25-5/5/25								
1 100008482778 4/5/25-5/1/25		\$23.87	5-09-55-501-002-504	B	Electricity	R	06/03/25	06/11/25		95089981603	N
2 100009294701 4/4/25-5/2/25		\$166.02	5-09-55-501-001-504	B	Electricity	R	06/03/25	06/11/25		95089981603	N
3 100012445746 4/5/25-5/5/25		\$5,812.57	5-09-55-501-001-504	B	Electricity	R	06/03/25	06/11/25		95089981603	N
4 100012529309 4/5/25-5/5/25		\$8,562.93	5-09-55-501-002-504	B	Electricity	R	06/03/25	06/11/25		95089981603	N
		\$14,565.39									
25-00760	06/05/25		ACCT 247 5/2/25-6/2/25								
1 ACCT 247 5/2/25-6/2/25		\$14.72	5-01-31-430-001-071	B	Electric-Borough Hall	R	06/05/25	06/11/25		95827204825	N
25-00761	06/05/25		VARIOUS ACCT 5/2/25-6/2/25								
1 100051508677 5/2/25-6/2/25		\$75.32	5-01-31-430-001-071	B	Electric-Borough Hall	R	06/05/25	06/11/25		95827204822	N
2 100051508750 5/2/25-6/2/25		\$132.62	5-01-31-430-001-071	B	Electric-Borough Hall	R	06/05/25	06/11/25		95827204823	N
3 100072968868 5/2/25-6/2/25		\$32.11	5-01-31-430-001-071	B	Electric-Borough Hall	R	06/05/25	06/11/25		95498358126	N
		\$240.05									
25-00769	06/06/25		ACCTS 310 & 689 5/2/25-6/4/25								
1 100029000310 5/6/25-6/4/25		\$551.80	5-01-31-430-001-071	B	Electric-Borough Hall	R	06/06/25	06/11/25		95827206660	N
2 100079096689 5/2/25-6/2/25		\$4.65	5-01-31-430-001-071	B	Electric-Borough Hall	R	06/06/25	06/11/25		95827206661	N
		\$556.45									
25-00779	06/10/25		ACCT 122 05/09/25-06/09/25								
1 ACCT 122 05/09/25-06/09/25		\$40.72	5-01-31-430-001-071	B	Electric-Borough Hall	R	06/10/25	06/11/25		95538334722	N
Vendor Total:		\$15,417.33									
J0258	JCP&L (STREET LIGHTING)										
25-00762	06/05/25		ACCT 240 & 041 DATED 06/06/25								
1 100081608240 05/02/25-06/02/25		\$64.93	5-09-55-501-001-504	B	Electricity	R	06/05/25	06/11/25		95827204824	N
2 100086395041 05/02/25-06/02/25		\$28.71	5-01-31-435-001-075	B	Street Lighting	R	06/05/25	06/11/25		95498358127	N
		\$93.64									

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											
J0258	JCP&L (STREET LIGHTING)	<i>Account Continued</i>									
	Vendor Total:	\$93.64									
JERRY010	JERRY MECCA										
25-00728	05/30/25		MECCA - REIMBURSEMENTS								
1 MECCA - REIMBURSEMENTS		\$69.79	5-01-25-240-001-114	B	Detective Bureau	R	05/30/25	06/11/25		05/27/2025	N
2 MECCA - REIMBURSEMENTS		\$91.00	5-01-25-240-001-043	B	Uniform Allowance/Leather Gds.	R	05/30/25	06/11/25		514718834575	N
		<u>\$160.79</u>									
	Vendor Total:	\$160.79									
KENNE005	KENNETH REILLY										
25-00726	05/29/25		FUN FRIDAY PERF 6/27/25								
1 FUN FRIDAY PERF 6/27/25		\$500.00	G-02-41-761-000-000	B	Mercer County Local Arts Grant	R	05/29/25	06/11/25		116	N
	Vendor Total:	\$500.00									
L0205	LANGUAGE LINE SERVICES										
25-00766	06/05/25		INV 11625313 HPD SVC MAY								
1 INV 11625313 HPD SVC MAY		\$58.00	5-01-25-240-001-111	B	Interpretor	R	06/05/25	06/11/25		11625313	N
	Vendor Total:	\$58.00									
LEEHE005	LEE HECHT HARRISON, LLC										
25-00730	05/30/25		FINANCE MOMBO W/E 5/25/25								
1 FINANCE MOMBO W/E 5/25/25		\$1,181.25	5-01-20-130-001-031	B	PROF SERVICES	R	05/30/25	06/11/25		13522449	N
2 FINANCE MOMBO W/E 5/25/25		\$196.87	5-09-55-501-001-600	B	WATER UTILITY -0 OTHER PROF TER		05/30/25	06/11/25		13522449	N
3 FINANCE MOMBO W/E 5/25/25		\$196.88	5-09-55-501-002-600	B	SEWER - OTHER PROF - TEMP AGER		05/30/25	06/11/25		13522449	N
		<u>\$1,575.00</u>									
25-00754	06/04/25		FINANCE MOMBO W/E 6/1/25								
1 FINANCE MOMBO W/E 6/1/25		\$945.00	5-01-20-130-001-031	B	PROF SERVICES	R	06/04/25	06/11/25		13527494	N
2 FINANCE MOMBO W/E 6/1/25		\$157.50	5-09-55-501-001-600	B	WATER UTILITY -0 OTHER PROF TER		06/04/25	06/11/25		13527494	N
3 FINANCE MOMBO W/E 6/1/25		\$157.50	5-09-55-501-002-600	B	SEWER - OTHER PROF - TEMP AGER		06/04/25	06/11/25		13527494	N
		<u>\$1,260.00</u>									
	Vendor Total:	\$2,835.00									
LEOPA005	LEO PAN-WANG										
25-00734	05/30/25		LEADERSHIP INTERNSHIP 2025								
1 LEADERSHIP INTERNSHIP 2025		\$200.00	5-01-27-335-001-137	B	Contests	R	05/30/25	06/11/25		LPWANG2025	N
	Vendor Total:	\$200.00									

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											
M0261	MERCER COUNTY COMMUNITY COLLEG										
25-00665	05/19/25			ROPE ON THE FIREGROUND 5/10/25							
1 ROPE ON THE FIREGROUND 5/10/25		\$150.00	5-01-25-252-002-042	B Education & Training		R	05/19/25	06/11/25		FA4543	N
Vendor Total:		\$150.00									
N0058	NATIONAL FIRE PROTECTION ASSOC										
25-00676	05/21/25			MEMBERSHIP RENEWAL							
1 MEMBERSHIP RENEWAL ID 2924533		\$225.00	5-01-25-256-002-044	B Professional Association Dues		R	05/21/25	06/11/25		1177208M	N
Vendor Total:		\$225.00									
O0019	O'BRIEN CONSULTING SERVICES										
25-00612	05/07/25			DELL OPTIPLEX SFF DESKTOP PC							
1 DELL OPTIPLEX SFF DESKTOP PC		\$1,979.75	5-01-25-240-001-094	B COMPUTER/SERVICE & SUPPORT		R	05/07/25	06/11/25		25-7004	N
25-00750	06/04/25			MONTHLY IT FEES - MAY 2025							
1 MONTHLY IT FEES - MAY 2025		\$900.00	5-01-25-240-001-029	B Maint. Contracts - Other		R	06/04/25	06/11/25		25-7031	N
2 MONTHLY IT FEES - MAY 2025		\$280.00	5-01-25-240-001-029	B Maint. Contracts - Other		R	06/04/25	06/11/25		25-7031	N
3 MONTHLY IT FEES - MAY 2025		\$8.50	5-01-25-240-001-029	B Maint. Contracts - Other		R	06/04/25	06/11/25		25-7031	N
		\$1,188.50									
Vendor Total:		\$3,168.25									
PLOSI005	PLOSIA COHEN LLC										
25-00431	04/02/25			IN REM INVOICES		B					
6 IN REM FORECLOSURES		\$960.00	5-01-20-155-001-027	B General Matters		R	04/02/25	06/12/25		54634	N
7 EXPENSES		\$34.50	5-01-20-155-001-027	B General Matters		R	04/02/25	06/12/25		54634	N
		\$994.50									
25-00794	06/12/25			LEGAL INVOICE FOR MAY 2025							
1 COUNCIL MEETINGS INV 54633		\$656.00	5-01-20-155-001-029	B Attendance at Council Meetings		R	06/12/25	06/12/25		54633	N
2 GENERAL LEGAL INV 54633		\$4,144.00	5-01-20-155-001-027	B General Matters		R	06/12/25	06/12/25		54633	N
3 EXPENSES INV 54633		\$15.10	5-01-20-155-001-027	B General Matters		R	06/12/25	06/12/25		54633	N
		\$4,815.10									
Vendor Total:		\$5,809.60									
POLIC005	POLICE & SHERIFFS PRESS, INC										
25-00756	06/04/25			BORO PHOTO ID'S							
1 BORO PHOTO ID'S		\$30.00	5-01-20-125-001-023	B Printing & Stationary		R	06/04/25	06/11/25		119878	N
2 BORO PHOTO ID'S		\$3.60	5-01-20-125-001-023	B Printing & Stationary		R	06/04/25	06/11/25		119878	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											
POLIC005	POLICE & SHERIFFS PRESS, INC	<i>Account Continued</i>									
		<u>\$33.60</u>									
Vendor Total:		\$33.60									
P0275	POWER DMS INC										
25-00753	06/04/25	ANNUAL SUBSCRIPTION									
1 ANNUAL SUBSCRIPTION		\$4,795.93	5-01-25-240-001-199	B	Miscellaneous	R	06/04/25	06/11/25		INV-137282	N
2 ANNUAL SUBSCRIPTION		\$550.00	5-01-25-240-001-199	B	Miscellaneous	R	06/04/25	06/11/25		INV-137282	N
		<u>\$5,345.93</u>									
Vendor Total:		\$5,345.93									
P1155	PRIOR NAMI BUSINESS SYSTEMS										
25-00752	06/04/25	QUARTERLY COPY FEES									
1 QUARTERLY COPY FEES		\$207.54	5-01-25-240-001-029	B	Maint. Contracts - Other	R	06/04/25	06/11/25		0000735115	N
Vendor Total:		\$207.54									
QUADI005	QUADIENT, INC.										
25-00759	06/04/25	INV Q1875836 06/29/25-09/28/25									
1 INV Q1875836 06/29/25-09/28/25		\$507.90	5-01-30-421-001-029	B	Meter Rental/Maintance	R	06/04/25	06/11/25		Q1875836	N
Vendor Total:		\$507.90									
REDAR005	RED ARROW TECHNOLOGIES, LLC										
25-00768	06/06/25	VOIP SVCS HFD & MAIN JUNE 2025									
1 VOIP SVCS HFD 6/6/25-7/5/25		\$122.78	5-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSR		06/06/25	06/11/25		3749019	N
2 VOIP SVCS MAIN 6/6/25-7/5/25		\$501.05	5-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSR		06/06/25	06/11/25		3749018	N
		<u>\$623.83</u>									
Vendor Total:		\$623.83									
RICHA040	RICHARD TELLER										
25-00755	06/04/25	SOUND SYSTEM-MEMORIAL DAY									
1 SOUND SYSTEM		\$300.00	5-01-30-420-001-199	B	Miscellaneous/Parade	R	06/04/25	06/11/25		2025-1	N
Vendor Total:		\$300.00									
S0161	SAFE-T										
25-00480	04/16/25	RESCUE EQUIPMENT									
1 BEN LR W/NFPA FLIP DOWNS		\$810.50	5-01-25-252-002-056	B	Fire & Other Safety Equipment	R	04/16/25	06/11/25		15891	N
Vendor Total:		\$810.50									

Vendor # P.O. # Item Description	Name PO Date	Description Amount Charge Account	Contract Acct Description Type	PO Type Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
USBAN040	U.S. BANK NATIONAL ASSOCIATION	Account Continued							
Vendor Total:		\$6,174.85							
U0017 25-00654	ULINE, INC. 05/15/25	RAIN JACKET & PANTS							
1 HIGH VISIBILITY RAIN JACKET	\$52.00	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	05/15/25	06/11/25	192899927	N
2 HIGH VISIBILITY RAIN PANTS	\$42.00	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	05/15/25	06/11/25	192899927	N
3 FREIGHT	\$15.60	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	05/28/25	06/11/25	192899927	N
		\$109.60							
Vendor Total:		\$109.60							
UNIFI005 25-00749	UNIFIRST CORPORATION 06/04/25	UNIFORM ADVANTAGE MAY 2025							
1 INV 1260734604 05/01/2025	\$72.06	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	06/04/25	06/11/25	1260734604	N
2 INV 12607380015 05/08/2025	\$94.28	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	06/04/25	06/11/25	12607380015	N
3 INV 1260742933 05/15/2025	\$57.68	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	06/04/25	06/11/25	1260742933	N
4 INV 1260745879 05/22/2025	\$57.68	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	06/04/25	06/11/25	1260745879	N
5 INV 1260749800 05/29/2025	\$57.68	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	06/04/25	06/11/25	1260749800	N
		\$339.38							
Vendor Total:		\$339.38							
R0112 25-00583	UNITED SITE SERVICES 05/05/25	PORTABLE RESTROOM - PORCHFEST							
1 PORTABLE RESTROOM - PORCHFEST	\$95.63	G-02-41-761-000-000	B	Mercer County Local Arts Grant	R	05/05/25	06/11/25	5364662	N
25-00716	05/27/25	PORTABLE RESTROOM FUN FRIDAYS							
3 PORTABLE RESTROOM FUN FRIDAYS	\$6.17	G-02-41-761-000-000	B	Mercer County Local Arts Grant	R	05/27/25	06/11/25	INV5364199	N
Vendor Total:		\$101.80							
U0013 25-00650	USA BLUE BOOK 05/15/25	ALGAE BRUSHES AND POLE							
1 ALGAE BRUSH- SS BRISTLE 18"W	\$123.90	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	05/15/25	06/11/25	00714367	N
2 ALGAE BRUSH-SS BRISTLE 12"W	\$126.75	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	05/15/25	06/11/25	00714367	N
3 ALUMINUM POLE 6-12' W/POOL	\$56.95	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	05/15/25	06/11/25	00714367	N
4 FREIGHT	\$57.64	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	05/15/25	06/11/25	00714367	N
		\$365.24							
25-00723	05/29/25	LAB SUPPLIES							
1 SULFURIC ACID, 5.25 N 1 LITER	\$56.30	5-09-55-501-002-506	B	Lab. Equipment & Supplies	R	05/29/25	06/11/25	00720380	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						
U0013	USA BLUE BOOK			<i>Account Continued</i>							
2	LIQUI-NOX CLEANING COMPOUND	\$156.50	5-09-55-501-002-506	B	Lab. Equipment & Supplies	R	05/29/25	06/11/25		00720219	N
3	SULFUTIC ACID CONC. ACS GRADE	\$28.65	5-09-55-501-002-506	B	Lab. Equipment & Supplies	R	05/29/25	06/11/25		00720219	N
4	SODIUM HYDROXIDE 5.0N 500mL	\$65.40	5-09-55-501-002-506	B	Lab. Equipment & Supplies	R	05/29/25	06/11/25		00720352	N
5	FREIGHT	\$74.80	5-09-55-501-002-506	B	Lab. Equipment & Supplies	R	05/29/25	06/11/25		00720219	N
		\$381.65									
	Vendor Total:	\$746.89									
V0019	VERIZON										
25-00767	06/05/25		ACCT 741-0001-46 MAY 31								
1	ACCT 741-0001-46 MAY 31	\$427.10	5-01-20-140-001-060	B	Internet Services and Web Services	R	06/05/25	06/11/25		01-46-05312025	N
	Vendor Total:	\$427.10									
W0071	WASTE MGMT OF NEW JERSEY, INC.										
25-00318	03/11/25		DUMPSTER RES2020-136TO 7/31/25			B					
22	INV 3265999-0502-2 6/2/25	\$289.26	5-01-26-305-001-029	B	Contract-Dumpsters	R	05/09/25	06/11/25		32659999-0502-2	N
23	INV 3260966-0502-6 5/1/25	8.67	5-01-26-305-001-029	B	Contract-Dumpsters	R	05/09/25	06/11/25		CR3260966-0502	N
24	INV 3265997-0502-6 06/02/25	\$579.15	5-01-26-305-001-029	B	Contract-Dumpsters	R	05/09/25	06/11/25		3265997-0502-6	N
25	INV 3260964-0502-1 5/1/25	17.37	5-01-26-305-001-029	B	Contract-Dumpsters	R	06/09/25	06/11/25		CR3260964-0502	N
26	INV 3265997-0502-6 6/2/25	\$385.74	5-01-26-305-001-029	B	Contract-Dumpsters	R	06/09/25	06/11/25		3265997-0502-6	N
27	INV 3260964-0502-1 5/1/25	11.57	5-01-26-305-001-029	B	Contract-Dumpsters	R	06/09/25	06/11/25		CR3260964-0502	N
28	INV 3265998-0502-4 6/02/25	\$1,544.38	5-01-26-305-001-029	B	Contract-Dumpsters	R	06/09/25	06/11/25		3265998-0502-4	N
29	INV 3265998-0502-4 6/02/25	\$633.78	5-01-26-305-001-029	B	Contract-Dumpsters	R	06/09/25	06/11/25		3265998-0502-4	N
		\$3,394.70									
	Vendor Total:	\$3,394.70									
WILLI030	WILLIAM ARMUAND										
25-00738	05/30/25		LEADERSHIP INTERNSHIP 2025								
1	LEADERSHIP INTERNSHIP 2025	\$125.00	5-01-27-335-001-137	B	Contests	R	05/30/25	06/11/25		WARMUAND2025	N
	Vendor Total:	\$125.00									

Total Purchase Orders: 54 Total P.O. Line Items: 138 Total List Amount: \$915,343.55 Total Void Amount: \$0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	4-01	\$1,270.00	\$0.00	\$1,270.00	\$0.00	\$0.00	\$1,270.00
CURRENT FUND	5-01	\$864,691.33	\$0.00	\$864,691.33	\$0.00	\$0.00	\$864,691.33
	5-09	\$47,615.82	\$0.00	\$47,615.82	\$0.00	\$0.00	\$47,615.82
	Year Total:	\$912,307.15	\$0.00	\$912,307.15	\$0.00	\$0.00	\$912,307.15
	G-02	\$1,766.40	\$0.00	\$1,766.40	\$0.00	\$0.00	\$1,766.40
Total Of All Funds:		\$915,343.55	\$0.00	\$915,343.55	\$0.00	\$0.00	\$915,343.55

Borough of Hightstown
County of Mercer

Resolution 2025-127

**RESOLUTION AUTHORIZING THE MUNICIPAL TAX COLLECTOR TO
PREPARE AND MAIL ESTIMATED TAX BILLS IN ACCORDANCE WITH
P.L. 1994. C.72**

WHEREAS, in order for the Borough of Hightstown to meet its financial obligations, maintain the tax collection rate, ensure consistency in tax payments, and avoid unnecessary interest costs associated with short-term borrowing, it is in the best interest of the Borough to authorize the issuance of estimated tax bills; and

WHEREAS, the municipal Tax Collector and the Chief Financial Officer have completed an estimated tax levy in accordance with N.J.S.A. 54:4-66.3, and have signed a certification showing the tax levies for the previous year, the tax rates and the range of permitted estimated tax levies;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Hightstown, in the County of Mercer and the State of New Jersey on this 16th day of June 2025 as follows:

1. The Municipal Tax Collector is hereby authorized and directed to prepare, and issue estimated tax bills for the municipality for the third installment of 2025 taxes. The Tax Collector shall proceed and take such actions as permitted and required by P.L. 1994, c.72 (N.J.S.A. 54:4-66.2 and 54:4-66.3).
2. The entire estimated tax levy for 2025 is hereby set at: **\$20,005,805.68**.
3. The estimated third quarter tax bill is due August 1, 2025. Interest will be charged after August 10, 2025.

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 16, 2025.

Margaret Riggio, Borough Clerk

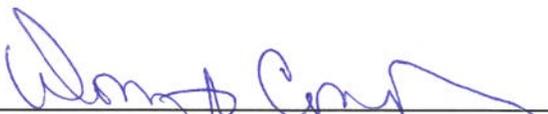
**Borough of Hightstown
CALCULATION OF THE 2025 ESTIMATED TAX RATE**

	0.95%	2024 Tax Levy	1.05%	2024 Tax Rate
Net County	\$3,012,333.62	\$3,170,877.49	\$3,329,421.36	0.804
County Open Space	\$165,412.01	\$174,117.90	\$182,823.80	0.044
County Library	\$280,930.35	\$295,716.16	\$310,501.97	0.075
School Budget	\$8,790,717.65	\$9,253,387.00	\$9,716,056.35	2.347
Local Municipal	<u>\$6,117,231.45</u>	<u>\$6,439,191.00</u>	<u>\$6,761,150.55</u>	1.633
	\$18,366,625.07	\$19,333,289.55	\$20,299,954.03	4.903

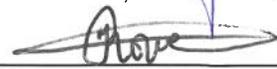
2025 ESTIMATED TAX RATE 1.05

County	0.842	\$3,329,421.36	(Estimated budget)
County Open Space	0.046	\$182,823.80	(Estimated budget)
County Library	0.079	\$310,501.97	(Estimated budget)
School Budget	2.384	\$9,421,908.00	(approved budget)
Local Municipal	1.711	<u>\$6,761,150.55</u>	(Estimated budget)
	5.062	\$20,005,805.68	
net valuation		\$395,240,300.00	

PREPARED AND CERTIFIED BY:



Donna Condo, Chief Financial Officer



Tamikia Rowe, Tax Collector

Borough of Hightstown
County of Mercer

Resolution 2025-128

RESOLUTION OF THE BOROUGH OF HIGHTSTOWN APPROVING THE ROCKY BROOK GARDEN CLUB'S BUTTERFLY GARDEN IN ROCKY BROOK PARK

WHEREAS, the Rocky Brook Garden Club has proposed the creation of a butterfly garden in Rocky Brook Park, with the intent of enhancing the park's natural beauty and promoting environmental education and pollinator conservation; and

WHEREAS, the Borough Council supports community-led beautification efforts and recognizes the value of such a garden to Borough residents and visitors; and

WHEREAS, the Rocky Brook Garden Club has agreed to assume all responsibility for the design, materials, installation, and ongoing upkeep of the butterfly garden at no cost to the Borough; and

WHEREAS, the Borough's Department of Public Works shall not be responsible for the maintenance of the butterfly garden; and

WHEREAS, the Rocky Brook Garden Club shall be required to provide a valid Certificate of Insurance annually, naming the Borough of Hightstown as an additional insured; and

WHEREAS, the Borough Council reserves the right to rescind this approval at any time should the garden not be maintained in a manner acceptable to the Borough.

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

1. The Rocky Brook Garden Club is hereby granted approval to install and maintain a butterfly garden within Rocky Brook Park, subject to the conditions set forth herein.
2. The Club shall provide the Borough annually with a Certificate of Insurance naming the Borough of Hightstown as an additional insured.
3. The Borough of Hightstown shall not be responsible for any costs or labor associated with the garden, including but not limited to, materials, installation, maintenance, or upkeep.
4. The Borough reserves the right to revoke this approval if the butterfly garden is not maintained in accordance with the standards of the Borough or if the required insurance is not provided.

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 16, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-129

**AUTHORIZING THE BOROUGH ENGINEER TO SUBMIT AN APPLICATION FOR
THE 2026 NJDOT MUNICIPAL AID GRANT – SIDEWALKS AND ADA RAMP
IMPROVEMENTS**

WHEREAS, the Borough of Hightstown wishes to file an application with NJDOT for a 2026 Municipal Aid Grant for Sidewalks and ADA Ramp Improvements; and

WHEREAS, the Borough Council has authorized the Borough Engineer, Carmela Roberts of Roberts Engineering Group, for an amount not to exceed \$5,500.00, to prepare the application for the NJDOT 2026 Municipal Aid Grant application.

NOW, THEREFORE BE IT RESOLVED, that the Borough Engineer is hereby authorized to file an application with NJDOT for a 2025 Municipal Aid Grant for Sidewalks and ADA Ramp Improvements, at a cost not to exceed \$5,500.00.

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 16, 2025

Margaret Riggio, Borough Clerk



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

1670 Whitehorse-Hamilton Square Rd.
Hamilton, New Jersey 08690
609-586-1141 fax 609-586-1143
www.RobertsEngineeringGroup.com

May 1, 2025

Dimitri Musing
Borough Administrator
Borough of Hightstown
156 Bank Street
Hightstown, New Jersey 08520

Re: NJDOT Application for Municipal Aid Grant FY2026
Borough of Hightstown, Mercer County, New Jersey
Our File No.: H1603

Dear Dimitri:

The New Jersey Department of Transportation has announced that it will be accepting applications for the Municipal Aid, Transit Village, Bikeway, and Safe Streets to Transit grant programs. Applications for Municipal Aid must be submitted on or before July 1, 2025. I have reviewed the grant programs and recommend that the Borough submit an application under the Municipal Aid Program this year. This year, I am recommending that a grant application be submitted for either:

1. Sidewalk and ADA Ramp Improvements

The project will focus on various roads within the Borough that most require sidewalk and curb ramp improvements. Improvements would include replacement of deteriorated curb and sidewalks; installation of curb, sidewalk, and curb ramps where none currently exist; replacement of signage and striping; and upgrades of existing inlets to meet NJDOT Bicycle Safe Grate Standards and NJDEP Stormwater Requirements. This option follows the Borough's Capital Road Improvements Program for sidewalks.

2. Improvements to North Academy Street, South Academy Street, and William Street

Improvements would include milling and paving with base repairs as necessary; replacement of deteriorated curb and sidewalks; installation of curb, sidewalk, and curb ramps where none currently exist; replacement of signage and striping; and upgrades of existing inlets to meet NJDOT Bicycle Safe Grate Standards and NJDEP Stormwater Requirements.

I am prepared to move forward with preparation of either application as outlined above and request authorization at your next Council Meeting. Our fee to prepare the application will be at a cost not to exceed \$5,500.00.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in blue ink that reads "Carmela Roberts". The signature is written in a cursive style with a large, prominent "C" at the beginning.

Carmela Roberts, PE, CME, CPWM
Borough Engineer

cc: Mayor and Council
Peggy Riggio, RMC, CMR, Borough Clerk
Mairead Thompson, Assistant Business Administrator
Ken Lewis, Superintendent of Public Works
Cameron Corini, PE, CME, CPWM, Roberts Engineering Group, LLC
Kelly Pham, EIT, Roberts Engineering Group, LLC

Borough of Hightstown
County of Mercer

Resolution 2025-130

A RESOLUTION TO CANCEL WATER-SEWER UTILITY APPROPRIATION BALANCES

WHEREAS, certain Water-Sewer Utility Fund budget appropriation balances totaling \$140,000.00 remain unexpended as of December 31, 2024; and

WHEREAS, it is necessary to formally cancel said balances so that the unexpended balances may be credited to Surplus.

NOW THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Hightstown, County of Mercer, that the unexpended balances contained in the attached "Schedule A" of the Water-Sewer Utility Fund be cancelled.

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 16, 2025

Margaret Riggio, Borough Clerk

"SCHEDULE A"

Cancellation of W/S Operating Budget Accounts as of 12/31/2024

Water - Other Expenses	\$ 50,000.00
Sewer - Other Expense	\$ 90,000.00
Total	\$ 140,000.00

Borough of Hightstown
County of Mercer

Resolution 2025-131

AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE LICENSE #1104-33-003-009 PALUMBO RESTAURANTS, T/A TAVERN ON THE LAKE

WHEREAS, Palumbo Restaurants, Inc. T/A Tavern on the Lake has made application to the Borough for renewal of their Plenary Retail Consumption License #1104-33-003-009, together with the required fees; and

WHEREAS, the State of New Jersey Division of Taxation has certified, by issuance of an ABC Retail Licensee Clearance Certificate, that Palumbo Restaurants Inc. is in compliance with Chapter 161, Laws of New Jersey 1995, and that they have no objections to the renewal of this license; and

WHEREAS, the Police Department has been consulted and has no objections to renewal of this license.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Municipal Clerk is hereby authorized to issue the following Alcoholic Beverage License to Palumbo Restaurants, Inc., doing business as Tavern on the Lake at 101-103 Main Street:

**2025-2026 Plenary Retail Consumption License
License #1104-33-003-009
Fee: \$2,500.00**

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Division of Alcoholic Beverage Control.

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 16, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-132

**AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE LICENSE
#1104-44-002-011 HIGHTSTOWN LIQUORS & WINES, LLC**

WHEREAS, Hightstown Liquors & Wines, LLC has made application to the Borough for renewal of their Plenary Retail Distribution License #1104-44-002-011, together with the required fees; and

WHEREAS, the State of New Jersey Division of Taxation has certified, by issuance of an ABC Retail Licensee Clearance Certificate, that Hightstown Liquors & Wines, LLC, is in compliance with Chapter 161, Laws of New Jersey 1995, and that they have no objections to renewal of said license; and

WHEREAS, the Police Chief has been consulted and has no objections to renewal of this license.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Municipal Clerk is hereby authorized to issue the following Alcoholic Beverage License to Hightstown Liquors & Wines, LLC, doing business as Hightstown Liquor at 107 Stockton Street:

**2025-2026 Plenary Retail Distribution License
License #1104-44-002-011
Fee: \$2,500.00**

BE IT FURTHER RESOLVED that a certified copy of this resolution will be forwarded to the Division of Alcoholic Beverage Control.

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 16, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-133

AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE LICENSE #1104-32-001-007 WINE DEPOT CORPORATION, T/A JOE CANAL'S DISCOUNT LIQUOR OUTLET

WHEREAS, Wine Depot Corporation has made application to the Borough for renewal of their Plenary Retail Consumption License with Broad Package Privilege License #1104-32-001-007, together with the required fees; and

WHEREAS, the State of New Jersey Division of Taxation has certified, by issuance of an ABC Retail Licensee Clearance Certificate, that Wine Depot Corporation is in compliance with Chapter 161, Laws of New Jersey 1995, and that they have no objections to the renewal of this license; and

WHEREAS, the Police Department has been consulted and has no objections to renewal of this license.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Municipal Clerk is hereby authorized to issue the following Alcoholic Beverage License to Wine Depot Corporation, doing business as Wine Depot Corporation and Joe Canal's Discount Liquor Outlet at 500 Mercer Street:

**2025-2026 Plenary Retail Consumption License with Broad Package Privilege
License #1104-32-001-007
Fee: \$2,500.00**

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Division of Alcoholic Beverage Control.

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 16, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-134

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 16, 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:

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 16, 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 16, 2025.

Margaret Riggio, Borough Clerk