

# MEETING AGENDA OF MAYOR AND COUNCIL OF HIGH BRIDGE BOROUGH

**MEETING DATE**            June 25, 2015                    **MEETING TIME**            7:30PM  
**MEETING PLACE**        High Bridge Firehouse        7 Maryland Ave.

**Actual meeting may contain discussion of items not mentioned on the agenda and alternatively any items specifically listed may be omitted.**

**1. CALL TO ORDER:**

Mayor calls meeting to order and makes the following statement: “Pursuant to the Open Public Meetings Act, notice of 2015 Meeting Dates was published in the Hunterdon County Democrat on January 1, 2015, Noticed in the Express Times on January 15, 2015, and posted on the bulletin board at Borough Hall. Action may be taken.”

**2. FLAG SALUTE:** Led by Mayor or Presiding Officer.

**3. ROLL CALL:**

<b>Roll Call Vote</b>						P=Present A=Absent							
Hughes		Scarcia		Shipp		Stemple		Strange		Zappa		Mayor Desire	

**4. READING AND APPROVAL OF MINUTES:**

**MOTION TO DISPENSE WITH THE READING OF PRIOR MEETING MINUTES FOR:**

Motion to Approve:						Second:					
Roll Call Vote						Y=Yes; N=No; A=Abstain; At=Absent					
Hughes		Scarcia		Shipp		Stemple		Strange		Zappa	

**MOTION TO APPROVE OR CORRECT PRIOR MEETING MINUTES:**

Motion to Amend/Approve:						Second:					
Roll Call Vote						Y=Yes; N=No; A=Abstain; At=Absent					
Hughes		Scarcia		Shipp		Stemple		Strange		Zappa	

**5. VISITORS:**

A.

**6. PUBLIC COMMENTS:**

It is the policy of the Borough Council that all public comments on an issue shall be limited to five (5) minutes per person and no person may make more than one (1) comment per subject. Comments may be made on any subject pertaining to Borough issues. Comments pertaining to Public Hearings should be saved for that section of the agenda. No debating between residents. Comments should be addressed to Mayor and Council at the public microphone

**7. CONSENT AGENDA:**

All matters listed under the Consent Agenda are considered to be routine by the Borough Council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the consent Agenda and will be considered separately.

<b><u>RESOLUTION #128-2015</u></b>	<b>Award Of Contract Town Hall (Pending Bid Opening)</b>
<b><u>RESOLUTION #129-2015</u></b>	<b>Certification of the Annual Audit</b>

<b>RESOLUTION #130-2015:</b>	<b>Amend Resolution 20-2015 Landlord Registration</b>									
<b>RESOLUTION #131-2015:</b>	<b>Authorizing Declaratory Action</b>									
<b>RESOLUTION #132-2015</b>	<b>Retain Expert for Declaratory Action</b>									
Motion to Approve Resolutions 128-132:					Second:					
Roll Call Vote					Y=Yes; N=No; A=Abstain; At=Absent					
Hughes		Scarcia		Shipp		Stemple		Strange		Zappa

**8. COUNCIL COMMITTEE AND SPECIAL ASSIGNMENT:**  
 Reports on June 25, 2015

Councilman Zappa	<b><u>PLANNING &amp; ENGINEERING</u></b>
Councilwoman Hughes	<b><u>PUBLIC HEALTH, ENVIRONMENTAL, SOLID WASTE / RECYCLING, OPEN SPACE, &amp; CULTURAL &amp; HERITAGE</u></b>
Councilwoman Scarcia	<b><u>INFORMATION, ECONOMIC DEVELOPMENT, EVENTS</u></b>
Councilman Strange	<b><u>EMERGENCY SERVICES, EDUCATION &amp; MUNICIPAL COURT-</u></b>
Councilwoman Shipp	<b><u>DEPARTMENT OF PUBLIC WORKS &amp; RECREATION</u></b>
Councilman Stemple	<b><u>FINANCE &amp; GOLF</u></b>
John Gregory	<b><u>ADMINISTRATOR'S REPORT:</u></b>
Mayor Mark Desire	<b><u>EXECUTIVE SERVICES</u></b>

**9. WRITTEN COMMUNICATIONS:**

- A.** Audit Report 2014
- B.** Month End Tax/Finance Reports
- C.** Tax Payment Receipt

**10. NEW BUSINESS:**

**11. UNFINISHED BUSINESS:**

**12. NEW ORDINANCES – Introduction**

- A. Mayor Desire asks for a motion to Introduce Ordinance #2015-27

**Ordinance 2015-27  
 Borough Of High Bridge  
 County Of Hunterdon  
 State Of New Jersey**

**Amend Ordinance Chapter 276-2.c & d “Nuisances, Public Health” “Registration Requirements”**

<b>Motion to Introduce:</b>		<b>Second:</b>								
<b>Roll Call Vote</b>			Y=Yes; N=No; A=Abstain; At=Absent							
<b>Hughes</b>		<b>Scarcia</b>		<b>Shipp</b>		<b>Stemple</b>		<b>Strange</b>		<b>Zappa</b>

Mayor Desire asks for a motion to Introduce Ordinance# 2015-27 and states that Ordinance # 2015-27 shall be published by summary only in the Express Times and/or Hunterdon County Democrat according to law.

**13. PUBLIC HEARING: 2<sup>ND</sup> READINGS.**

- A. Mayor Desire asks for a motion to open the Public Hearing on Ordinance #2015-23

**Ordinance 2015-23  
 Amend Ordinance 2014-15 sub-section 6 (k) to be consistent with Highlands Regulation**

<b>Motion to Open:</b>				<b>Second:</b>						
<b>Roll Call Vote</b>						Y=Yes; N=No; A=Abstain; At=Absent				
<b>Hughes</b>		<b>Scarcia</b>		<b>Shipps</b>		<b>Stemple</b>		<b>Strange</b>		<b>Zappa</b>

Questions and Comments:

Mayor Desire asks for a motion to close the Public Hearing on Ordinance #2015-23

<b>Motion to Close:</b>				<b>Second:</b>						
<b>Roll Call Vote</b>						Y=Yes; N=No; A=Abstain; At=Absent				
<b>Hughes</b>		<b>Scarcia</b>		<b>Shipps</b>		<b>Stemple</b>		<b>Strange</b>		<b>Zappa</b>

Mayor Desire asks for a motion to adopt Ordinance# 2015-23.

<b>Motion to Adopt:</b>				<b>Second:</b>						
<b>Roll Call Vote</b>						Y=Yes; N=No; A=Abstain; At=Absent				
<b>Hughes</b>		<b>Scarcia</b>		<b>Shipps</b>		<b>Stemple</b>		<b>Strange</b>		<b>Zappa</b>

Mayor Desire asks for a motion to adopt Ordinance# 2015-23and states that Ordinance # 2015-23 shall be published by title only in the Express Times and/or Hunterdon County Democrat according to law.

B. Mayor Desire asks for a motion to Open Public Hearing Ordinance #2015-24

**Ordinance 2015-24  
SETTING FORTH THE SALARY AND WAGE RANGE OF OFFICERS AND EMPLOYEES**

<b>Motion to Open:</b>				<b>Second:</b>						
<b>Roll Call Vote</b>						Y=Yes; N=No; A=Abstain; At=Absent				
<b>Hughes</b>		<b>Scarcia</b>		<b>Shipps</b>		<b>Stemple</b>		<b>Strange</b>		<b>Zappa</b>

Questions and Comments:

Mayor Desire asks for a motion to close the Public Hearing on Ordinance #2015-24

<b>Motion to Close:</b>				<b>Second:</b>						
<b>Roll Call Vote</b>						Y=Yes; N=No; A=Abstain; At=Absent				
<b>Hughes</b>		<b>Scarcia</b>		<b>Shipps</b>		<b>Stemple</b>		<b>Strange</b>		<b>Zappa</b>

Mayor Desire asks for a motion to adopt Ordinance# 2015-24.

<b>Motion to Adopt:</b>				<b>Second:</b>						
<b>Roll Call Vote</b>						Y=Yes; N=No; A=Abstain; At=Absent				
<b>Hughes</b>		<b>Scarcia</b>		<b>Shipps</b>		<b>Stemple</b>		<b>Strange</b>		<b>Zappa</b>

Mayor Desire asks for a motion to adopt Ordinance# 2015-24and states that Ordinance # 2015-24 shall be published by title only in the Express Times and/or Hunterdon County Democrat according to law.

C. Mayor Desire asks for a motion to Open Public Hearing Ordinance #2015-25

**Ordinance 2015-25**

**Vacate Borough Code Chapter 303 Sewers Article II subsection 303-39 Fees and Charges**

<b>Motion to Open:</b>		<b>Second:</b>	
<b>Roll Call Vote</b>		Y=Yes; N=No; A=Abstain; At=Absent	
<b>Hughes</b>		<b>Scarcia</b>	
		<b>Shipps</b>	
		<b>Stemple</b>	
		<b>Strange</b>	
		<b>Zappa</b>	

Questions and Comments:

Mayor Desire asks for a motion to close the Public Hearing on Ordinance #2015-25

<b>Motion to Close:</b>		<b>Second:</b>	
<b>Roll Call Vote</b>		Y=Yes; N=No; A=Abstain; At=Absent	
<b>Hughes</b>		<b>Scarcia</b>	
		<b>Shipps</b>	
		<b>Stemple</b>	
		<b>Strange</b>	
		<b>Zappa</b>	

Mayor Desire asks for a motion to adopt Ordinance# 2015-25.

<b>Motion to Adopt:</b>		<b>Second:</b>	
<b>Roll Call Vote</b>		Y=Yes; N=No; A=Abstain; At=Absent	
<b>Hughes</b>		<b>Scarcia</b>	
		<b>Shipps</b>	
		<b>Stemple</b>	
		<b>Strange</b>	
		<b>Zappa</b>	

Mayor Desire asks for a motion to adopt Ordinance# 2015-25and states that Ordinance #2015-25 shall be published by title only in the Express Times and/or Hunterdon County Democrat according to law.

D. Mayor Desire asks for a motion to Open Public Hearing Ordinance #2015-26

**Ordinance 2015-26**

**Amend Ordinance 2005-36 Section A.1.d, 1 & 2. and 701 A. 3. c. 1 & 2 Development Fee**

<b>Motion to Open:</b>		<b>Second:</b>	
<b>Roll Call Vote</b>		Y=Yes; N=No; A=Abstain; At=Absent	
<b>Hughes</b>		<b>Scarcia</b>	
		<b>Shipps</b>	
		<b>Stemple</b>	
		<b>Strange</b>	
		<b>Zappa</b>	

Questions and Comments:

Mayor Desire asks for a motion to close the Public Hearing on Ordinance #2015-26

<b>Motion to Close:</b>		<b>Second:</b>	
<b>Roll Call Vote</b>		Y=Yes; N=No; A=Abstain; At=Absent	
<b>Hughes</b>		<b>Scarcia</b>	
		<b>Shipps</b>	
		<b>Stemple</b>	
		<b>Strange</b>	
		<b>Zappa</b>	

Mayor Desire asks for a motion to adopt Ordinance# 2015-26.

<b>Motion to Adopt:</b>		<b>Second:</b>	
<b>Roll Call Vote</b>		Y=Yes; N=No; A=Abstain; At=Absent	
<b>Hughes</b>		<b>Scarcia</b>	
		<b>Shipps</b>	
		<b>Stemple</b>	
		<b>Strange</b>	
		<b>Zappa</b>	

Mayor Desire asks for a motion to adopt Ordinance# 2015-26and states that Ordinance #2015-26 shall be published by title only in the Express Times and/or Hunterdon County Democrat according to law.

**13. DISCUSSION ITEMS:**

**14. PUBLIC COMMENTS:**

It is the policy of the Borough Council that all public comments on an issue shall be limited to one minute (1) per person. No debating between residents. Comments should be addressed to Mayor and Council at the public microphone

**15. LEGAL ISSUES:**

**16. BILL LIST:**

Approval of Bills as signed and listed on the Bill Payment List.

**Total Amount: \$ \_\_\_\_\_**

Motion to Approve:				Second:			
Roll Call Vote				Y=Yes; N=No; A=Abstain; At=Absent			
Hughes	Scarcia	Shipps	Stemple	Strange	Zappa		

**17. EXECUTIVE SESSION:**

**RESOLUTION # -2015: Attorney Client: Olsen, Clinton Sewer**

Motion to Move into Executive Session:				Second:			
Roll Call Vote				Y=Yes; N=No; A=Abstain; At=Absent			
Hughes	Scarcia	Shipps	Stemple	Strange	Zappa		

Motion to Return to Open Session:				Second:			
Roll Call Vote				Y=Yes; N=No; A=Abstain; At=Absent			
Hughes	Scarcia	Shipps	Stemple	Strange	Zappa		

**18. ADJOURNMENT:**

Mayor Desire or presiding officer asks if there is any further business. If none,

Motion to Adjourn:				Second:			
Roll Call Vote				Y=Yes; N=No; A=Abstain; At=Absent			
Hughes	Scarcia	Shipps	Stemple	Strange	Zappa		

**Next Council Meeting, July 16, 2015 REGULAR MEETING, 7:30PM, Fire House, 7 Maryland Ave., High Bridge, NJ.**

**EXECUTIVE SESSION ITEMS:** (space for members of council and clerk to take notes on each item)

**RESOLUTION  
BOROUGH OF HIGH BRIDGE  
COUNTY OF HUNTERDON  
STATE OF NEW JERSEY**

**Award of Contract ADA Town Hall**

**NUMBER: 128-2015**

**ADOPTED: June 25, 2015**

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**WHEREAS**, bids have been received for ADA Town Hall, and

**WHEREAS**, The lowest responsive and responsible bidder was received from ...

**NOW, THEREFORE BE IT RESOLVED**, that the Governing Body of the Borough of High Bridge hereby awards a contract to ... in an amount not to exceed \$0.00

I, Bonnie Ann Fleming, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from: ...-#....

Bonnie Ann Fleming  
Chief Financial Officer

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT  
GROUP AFFIDAVIT FORM  
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY  
COUNTY OF HUNTERDON

We, members of the governing body of the Borough of High Bridge in the County of Hunterdon, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Council of the Borough of High Bridge in the County of Hunterdon;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2014;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_  
Notary Public of New Jersey

\_\_\_\_\_  
Adam Young, Notary Public

\_\_\_\_\_  
John Gregory, Acting Municipal Clerk

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The Municipal Clerk shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

**RESOLUTION#  
BOROUGH OF HIGH BRIDGE  
COUNTY OF HUNTERDON  
STATE OF NEW JERSEY**

**GOVERNING BODY CERTIFICATION OF THE 2014 ANNUAL AUDIT**

**NUMBER: 122-2015**

**ADOPTED: June 11, 2015**

**WHEREAS**, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

**WHEREAS**, the Annual Report of Audit for the year 2014 has been filed by a Registered Municipal Accountant with the Acting Municipal Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and,

**WHEREAS**, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and,

**WHEREAS**, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations", and,

**WHEREAS**, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and,

**WHEREAS**, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and,

**WHEREAS**, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

**WHEREAS**, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Borough of High Bridge in the County of Hunterdon and in the State of New Jersey hereby state that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

**RESOLUTION  
BOROUGH OF HIGH BRIDGE  
COUNTY OF HUNTERDON  
STATE OF NEW JERSEY**

**AMENDING RESOLUTION 20-2015 FEE FOR LANDLORD REGISTRATION**

**NUMBER: 130-2015**

**ADOPTED: June 25, 2015**

**WHEREAS**, Chapter 284-6 of the Borough of High Bridge Code addresses an annual registration fee for landlords, and

**WHEREAS**, for the health, safety and general welfare of the community there is a need to set a fee of \$50.00 per rental unit for this registration as allowed by Chapter 284-6, and

**WHEREAS**, registration and fee shall be forwarded to the Clerk's Office by ~~March~~ July 1, 2015, and

**WHEREAS**, Chapter 284-6 allows for violations and penalties as provided in Chapter 1, Article II, General Penalty of the Borough of High Bridge Code.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of High Bridge, in the County of Hunterdon and State of New Jersey that a \$50.00 per rental unit be charged annually.

**RESOLUTION  
BOROUGH OF HIGH BRIDGE  
COUNTY OF HUNTERDON  
STATE OF NEW JERSEY**

**RESOLUTION AUTHORIZING BOROUGH ATTORNEY  
TO FILE A DECLARATORY JUDGMENT ACTION**

**NUMBER: 131-2015**

**ADOPTED: June 25, 2015**

**WHEREAS**, on March 10, 2015, the New Jersey Supreme Court issued its decision in the matter captioned In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (the “Supreme Court Decision”), transferring the administration of affordable housing from the Council on Affordable Housing (“COAH”) to the judiciary; and

**WHEREAS**, the Supreme Court Decision ordered that municipalities which had either received Third Round Substantive Certification or been declared to have “participating” status by COAH are permitted to file a declaratory judgment action with its County’s Superior Court; and

**WHEREAS**, the Borough of High Bridge participated before COAH by filing a petition for substantive certification of its Third Round plan from COAH, and the Borough is permitted to file a declaratory action with the Superior Court; and

**WHEREAS**, the Mayor and Council deem it to be in the best interest of the Borough and its residents to file a Declaratory Judgment action in furtherance of the Supreme Court Decision seeking judicial approval of the Borough’s compliance with its affordable housing obligation.

**WHEREAS**, it is the purpose of this Resolution to authorize the Borough Attorney to file a Declaratory Judgment action consistent with the Supreme Court Decision no later than July 8, 2015.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of High Bridge, County of Hunterdon, State of New Jersey, as follows:

1. The Borough of High Bridge desires to file a Declaratory Judgment action in furtherance of the Supreme Court Decision.
2. The Borough of High Bridge's Attorney is hereby authorized to file the Declaratory Judgment action consistent with the Supreme Court Decision no later than July 8, 2015.
3. This Resolution shall take effect immediately.

**RESOLUTION  
BOROUGH OF HIGH BRIDGE  
COUNTY OF HUNTERDON  
STATE OF NEW JERSEY**

**RESOLUTION AUTHORIZING BOROUGH OF HIGH BRIDGE  
TO RETAIN EXPERT FOR DECLARATORY JUDGMENT ACTION**

**NUMBER: 132-2015**

**ADOPTED: June 25, 2015**

**WHEREAS**, the Borough of High Bridge anticipates filing a Declaratory Judgment Action in the Superior Court of New Jersey, Hunterdon County, in furtherance of the New Jersey Supreme Court’s March 10, 2015 decision captioned In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (the “Supreme Court Decision”), transferring the administration of affordable housing from the Council on Affordable Housing to the judiciary; and

**WHEREAS**, Fair Share Housing Center (“FSHC”), through the services of David Kinsey, prepared what it considers to be the statewide fair share numbers (“FSHC Numbers”) for use by the 15 vicinage Mt. Laurel Judges to calculate a municipality’s affordable housing obligation pursuant to the Supreme Court Decision; and

**WHEREAS**, the Borough of High Bridge desires to participate in the preparation of a statewide fair share analysis to be undertaken by Rutgers, The State University of New Jersey (“Rutgers”), through Dr. Robert W. Burchell, Principal Investigator, and various other experts employed by Rutgers in order to establish a rational and reasonable methodology (“Burchell Fair Share Analysis”) for determination of a municipality’s obligation to provide a realistic opportunity through its land use ordinances for its fair share of the region’s affordable housing needs in accordance with the Mount Laurel Doctrine as set forth in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (“Decision”) and prior decisions of the Courts of New Jersey, and the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.; and

**WHEREAS**, Rutgers, utilizing Dr. Burchell as the Principal Investigator and author, agreed to prepare the Burchell Fair Share Analysis within 90 days of being retained to establish his view of the proper way to determine each municipality’s fair share obligation; and

**WHEREAS**, Dr. Burchell estimates the cost to prepare the initial Burchell Fair Share Analysis will be \$70,000.00; and

**WHEREAS**, it is anticipated that there will be a need for Dr. Burchell to analyze any challenges to his conclusions and prepare a rebuttal report to said challenges which is not included in the \$70,000.00; and

**WHEREAS**, it is anticipated that if each municipality contributes \$2,000.00, there will be sufficient monies to pay the cost to prepare the initial Burchell Fair Share Analysis, to analyze any challenges to the Initial Fair Share Analysis and to Prepare a Rebuttal Report given the number of municipalities that have expressed an interest in retaining Burchell; and

**WHEREAS**, a Municipal Shared Services Defense Agreement (“MSSDA”), has been prepared (a) so that monies can be collected to enter into an agreement with Rutgers (“Rutgers Agreement”) and so that Burchell, along with various other experts from Rutgers, can perform the tasks described above; and (b) so that the rights and responsibilities of each municipality that wishes to sign the Agreement to retain Rutgers are defined; and

**WHEREAS**, the MSSDA provides that the Law Offices of Jeffrey R. Surenian and Associates, LLC (“Surenian”) will serve as the administrative entity to sign the Rutgers Agreement on behalf of the municipalities that signed the MSSDA and paid the \$2,000.00 fee; and

**WHEREAS**, it is imperative, given the time constraints, for municipalities that wish to retain Burchell to sign the MSSDA and pay the \$2,000.00 fee so that Burchell can conduct the necessary analysis; and

**WHEREAS**, notwithstanding the foregoing, it is possible that the MSSDA may need to be changed as a result of ongoing negotiations with the Rutgers Agreement following execution of the MSSDA and the payment of the \$2,000.00 fee; and

**WHEREAS**, in such an event, any member that objects to the changes that Rutgers may require shall have the opportunity to relinquish membership in the Municipal Group and to receive back the \$2,000.00 payment as more specifically set forth in the MSSDA.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of High Bridge, County of Hunterdon, State of New Jersey, as follows:

1. The terms and conditions of the MSSDA attached hereto are hereby approved, ratified and confirmed.
2. The amount of \$2,000.00 is hereby authorized to be expended by the Borough of High Bridge for Rutgers through Dr. Robert Burchell, Principal Investigator, to prepare the Burchell Fair Share Analysis.
3. A certification of funds authorizing the aforesaid expenditure has been signed by the Chief Financial Officer of the Borough of High Bridge.
4. The Mayor and Clerk are hereby authorized to execute the MSSDA to memorialize the participation of the Borough of High Bridge in the preparation of the Burchell Fair Share Analysis and to take any and all actions reasonably required to effectuate said Agreement.
5. The Borough of High Bridge hereby authorizes Jeffrey R. Surenian, Esq., to execute on behalf of the Borough of High Bridge the Agreement with Rutgers to

initiate and complete Burchell Fair Share Analysis and to do such other actions to effectuate the purposes of said Agreement with Rutgers.

6. If further changes to the MSSDA are needed as a result of finalizing the Rutgers Agreement, within ten (10) days of notification by Jeffrey R. Surenian, Esq., of the changes, the Borough of High Bridge will inform Mr. Surenian if it objects to the changes and wishes to withdraw from the Municipal Group and obtain a refund of the \$2,000.00 paid.
7. This Resolution shall take effect immediately.

I, Bonnie Ann Fleming, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from: Legal-COAH-#10515589



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Bonnie Ann Fleming  
Chief Financial Officer

**Introduction**                    **June 11, 2015**  
**Publication (summary)**  
**Planning Board**                **June 15, 2015 (Tentative)**  
**Adoption**                        **June 25, 2015 (Tentative)**  
**Publication (Title)**

**Ordinance 2015-23**  
**BOROUGH OF HIGH BRIDGE**  
**COUNTY OF HUNTERDON**  
**STATE OF NEW JERSEY**

**Amend Ordinance 2014-15 sub-section k to comply with Highlands Regulation**

**WHEREAS**, the Borough of High Bridge Adopted Ordinance 2014-15 subsection 6. (k) which reads:

*Twenty-five percent (25%) of the total number of apartments shall be reserved for affordable households. These units shall be consistent with the regulations of the New Jersey Council of Affordable Housing (COAH) and the Uniform Housing Affordability Controls (UHAC).*

and

**WHEREAS**, the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) sets parameters for certain regional planning entities. Specifically, N.J.S.A. 52:27D-329.9.18.a. states:

*Notwithstanding any rules of the council to the contrary, for developments consisting of newly-constructed residential units located, or to be located, within the jurisdiction of any regional planning entity required to adopt a master plan or comprehensive management plan pursuant to statutory law, including the New Jersey Meadowlands Commission pursuant to subsection (i) of section 6 of P.L.1968, c.404 (C.13:17-6), the Pinelands Commission pursuant to section 7 of the "Pinelands Protection Act," P.L.1979, c.111 (C.13:18A-8), the Fort Monmouth Economic Revitalization Planning Authority pursuant to section 5 of P.L.2006, c.16 (C.52:27I- 5), or its successor, and the Highlands Water Protection and Planning Council pursuant to section 11 of P.L.2004, c.120 (C.13:20-11), but excluding joint planning boards formed pursuant to section 64 of P.L.1975, c.291 (C.40:55D-77), there shall be required to be reserved for occupancy by low or moderate income households at least 20 percent of the residential units constructed, to the extent this is economically feasible.*

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey hereby amends Ordinance 2014-15 sub-section 6. (k) to be consistent with the Fair Housing Act shall read.

*Twenty percent (20%) of the total number of housing units shall be reserved for affordable households. These units shall be consistent with the regulations of the Fair Housing Act and the Uniform Housing Affordability Controls (UHAC), and the Highlands Council.*

Introduction June 11, 2015  
 Publication (summary)  
 Adoption June 25, 2015 (Tentative)  
 Publication (Title)  
 Ordinance 2015-  
 BOROUGH OF HIGH BRIDGE  
 COUNTY OF HUNTERDON  
 STATE OF NEW JERSEY

**ORDINANCE #2015-24**  
**AN ORDINANCE OF THE BOROUGH OF HIGH BRIDGE**  
**SETTING FORTH THE SALARY AND WAGE RANGE OF**  
**OFFICERS AND EMPLOYEES**

BE IT ORDAINED by the Mayor and Common Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey that the 2015 Salary Ordinance be adopted in the form following:

SECTION 1: The salary and wage for compensation of certain Officers and Employees of the Borough of High Bridge having a salary and wage range are as follows:

	SALARY AND WAGE RANGES
Chief of Police	\$101,000 ---- \$110,000 per annum
Sergeant of Police	\$94,000 ----- \$109,000 per annum
Police Officer - 1st Class	\$86,000 ----- \$99,000 per annum
Police Officer - 2nd Class	\$80,000 ----- \$85,000 per annum
Police Officer - 3rd Class	\$73,000 ----- \$78,000 per annum
Police Officer - 4th Class	\$66,000 ----- \$71,000 per annum
Police Officer- 5 <sup>th</sup> Class	\$60,000 ----- \$65,000 per annum
Police Officer- 6 <sup>th</sup> Class	\$53,000 ----- \$58,000 per annum
Police Officer- 7 <sup>th</sup> Class	\$46,000 ----- \$51,000 per annum
Police Officer- 8 <sup>th</sup> Class	\$40,000 ----- \$45,000 per annum
Matrons - Police Dept.	\$8.38 ----- \$13.00 per hour
School Crossing Guards	\$4,000 ----- \$7,500 per annum
Substitute School/Special Event Crossing Guards	\$8.38 ----- \$13.00 per hour
Director of Public Works & Utilities	\$55,000 ----- \$100,000 per annum
Road Supervisor	\$40,000 ----- \$65,000 per annum
Laborer (CDL) - Public Works & Utilities	\$31,000 ----- \$50,000 per annum
Extra Laborer - Public Works & Utilities	\$8.38 ----- \$20.00 per hour
Water Supervisor	\$40,000 ----- \$65,000 per annum
Utility Collector	\$1,500 ----- \$5,000 per annum
Assistant Utility Collector	\$1,000 ----- \$4,500 per annum
Meter Reader	\$4,000 ----- \$6,000 per annum
Librarian	\$15,000 ----- \$21,000 per annum
Assistant Librarian	\$ 8.38 ----- \$13.00 per hour
Extra Clerical – All Depts. Not otherwise classified	\$ 8.38 ----- \$20.00 per hour
Mayor	\$2,000 ----- \$3,500.00 per annum
Member of Common Council	\$2,000 ----- \$3,500.00 per annum
Municipal Administrator/Deputy Zoning Officer	\$75,000 ----- \$105,000 per annum
Zoning Officer	\$3,900 ----- \$6,000 per annum
CCO Officer	\$3,900 ----- \$6,000 per annum
Clerk	\$25,000 ----- \$45,000 per annum
Acting Clerk	\$2,500 ----- \$3,500 per annum
Deputy Municipal Clerk	\$23,000 ----- \$35,000 per annum
Clerical Assistant	\$20,000 ----- \$28,000 per annum
Recycling Coordinator	\$500 ..... \$2,500 per annum
Right to Know Coordinator	\$1,000 ----- \$2,500 per annum
Municipal Housing Liaison (COAH)	\$1,000 ----- \$5,000 per annum
Municipal Administrative Agent (COAH)	\$1,000 ----- \$3,000 per annum
Chief Financial Officer/Treasurer/Tax Collector	\$75,000 ----- \$105,000 per annum
Finance Assistant I	\$25,000 ----- \$45,000 per annum
Finance Assistant II	\$12.00 ----- \$25.00 per hour
Tax Assessor	\$10,000 ----- \$20,000 per annum
Planning Board Secretary	\$12.00 ----- \$20.00 per hour
Construction Sub-code Official	\$5,000 ----- \$7,500 per annum
Building Sub-code Official	\$5,000 ----- \$7,500 per annum
Plumbing Sub-code Official	\$5,000 ----- \$7,500 per annum
Electrical Sub-code Official	\$5,000 ----- \$7,500 per annum
Fire Sub-code Official	\$5,000 ----- \$7,500 per annum
Summer Recreation Counselor	\$8.38 ----- \$10.00 per hour
Summer Recreation Director	\$1,000 ----- \$1,700 per annum
Summer Recreation Assistant Director	\$600 ----- \$950 per annum

SECTION 2: All ordinance or sections of ordinances deemed to be inconsistent with the terms of this ordinance are hereby repealed.

SECTION 3: This ordinance shall become effective retroactively to January 1, 2015 upon passage and publication in accordance with the laws of the State of New Jersey.

**Introduction**                      **June 11, 2015**  
**Publication (summary)**  
**Adoption**  
**Publication (Title)**

**Ordinance 2015-25**  
**BOROUGH OF HIGH BRIDGE**  
**COUNTY OF HUNTERDON**  
**STATE OF NEW JERSEY**

**Vacate Borough Code Chapter 303 Sewers Article II subsection 303-39 Fees and Charges**

**WHEREAS**, the septic system fee schedule is set by ordinance 303-39, and

**WHEREAS**, any changes to the fee schedule are required to go through the 2 meeting process, and

**WHEREAS**, the cost for items for which these fees cover are subject to the economy and may change without notice, and

**WHEREAS**, a fee resolution would be the best way to handle any increase or decrease of cost as they relate to septic systems

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey that Subsection 303-39 is vacated and a resolution be adopted in its place at the June 25<sup>th</sup> meeting.

**Introduction**                      **June 11, 2015**  
**Publication (summary)**  
**Planning Board**                      **June 15, 2015 (Tentative)**  
**Adoption**                              **June 25, 2015 (Tentative)**  
**Publication (Title)**

**Ordinance 2015-26**  
**BOROUGH OF HIGH BRIDGE**  
**COUNTY OF HUNTERDON**  
**STATE OF NEW JERSEY**

**Amend Ordinance 2005-36 Section A.1.d, 1 & 2. and 701 A. 3. c. 1 & 2 Development  
Fee**

**WHEREAS**, the Borough of High Bridge Adopted Ordinance 2005-36 Section 701 A.1.d. and 701 A.3.c. which provides for an informal hearing without an application fee, and

**WHEREAS**, The Borough wishing to ensure that the valuable time of the members is not diverted to applications that the Board(s) do(es) not have jurisdiction over.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey hereby amends Ordinance 2005-36 section 701 A.1.d and 701A.3.c shall read.

*701: A. Development Application Fees*

*1. Subdivision*

*d. 1. Informal review without Professional(s)*

*Fee: \$50 to be credited to the application fee for Major/Minor subdivision plan*

*d.2. Informal Review with Professional shall be with the selected professional and Planning Board Chair and/or their designee*

*3. Site Plans*

*c. 1. Informal Hearing without Professional(s)*

*. Fee: \$50 to be credited to the application fee for Major/Minor site plan*

*c. 2. Informal Review with Professional shall be with the selected professional and Planning Board Chair and/or their designee*

**Introduction**                      **June 25, 2015**  
**Publication (summary)**  
**Adoption**                              **July 16, 2015 (Tentative)**  
**Publication (Title)**

**Notice of Introduction**  
**June 25, 2015**  
**Ordinance 2015-27**  
**Borough Of High Bridge**  
**County Of Hunterdon**  
**State Of New Jersey**

**Amend Ordinance Chapter 276-2.c & d “Nuisances, Public Health” “Registration Requirements”**

**WHEREAS** Section 276-2.c reads *The registration shall remain valid for one year from the date of registration except for the initial registration time which shall be pro-rated through December 31*, and

**WHEREAS** Section 276-2.d reads, *The annual renewal shall be completed by January 1st each year. The initial registration fee shall be pro-rated for registration statements received less than 10 months prior to that date.*

**WHEREAS**, the current due dates of these ordinances need to be amended to allow time for the Clerk’s office to prepare, mail, and record.

**NOW THEREFORE LET IT BE ORDAINED** by the Mayor and Council of the Borough of High Bridge, in the County of Hunterdon, State of New Jersey hereby amends Section 276-2.c to read *The registration shall remain valid for one year from the date of registration except for the initial registration time which shall be pro-rated through June 30*, and

Section 276-2.d to read, *The annual renewal shall be completed by July 1st each year or 30 days after the date of the notice. Failure to receive Notice shall not eliminate responsibility to pay charges due or any fines owing.* The initial registration fee shall be pro-rated for registration statements received less than 10 months prior to that date.

*Report of Audit*

*on the*

*Financial Statements*

*of the*

*Borough of High Bridge*

*in the*

*County of Hunterdon*  
*New Jersey*

*for the*

*Year Ended*  
*December 31, 2014*

BOROUGH OF HIGH BRIDGE

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BOROUGH OF HIGH BRIDGE

PART I

INDEPENDENT AUDITOR'S REPORT ON  
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FINANCIAL STATEMENTS - REGULATORY BASIS - ALL FUNDS

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SUPPLEMENTARY SCHEDULES - ALL FUNDS

YEARS ENDED DECEMBER 31, 2014 AND 2013



**SUPLEE, CLOONEY & COMPANY**  
CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT**

The Honorable Mayor and Members  
of the Borough Council  
Borough of High Bridge  
County of Hunterdon  
High Bridge, New Jersey 08829

***Report on the Financial Statements***

We have audited the accompanying balance sheets - regulatory basis of the various individual funds and account group of the Borough of High Bridge, as of December 31, 2014 and 2013, the related statement of operations and changes in fund balance - regulatory basis for the years then ended, and the related statement of revenues - regulatory basis and statement of expenditures - regulatory basis of the various individual funds for the year ended December 31, 2014, and the related notes to the financial statements, which collectively comprise the Borough's regulatory financial statements as listed in the table of contents.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the regulatory basis of accounting prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express an opinion on these regulatory financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the audit requirements prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division"), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards and provisions require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

## SUPLEE, CLOONEY & COMPANY

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the regulatory financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Borough of High Bridge's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Borough of High Bridge's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the regulatory financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Basis for Adverse Opinion on U.S Generally Accepted Accounting Principles.***

As described in Note 1 of the regulatory financial statements, the regulatory financial statements are prepared by the Borough of High Bridge on the basis of the financial reporting provisions prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of New Jersey.

The effects on the financial statements of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

### ***Adverse Opinion on U.S. Generally Accepted Accounting Principles***

In our opinion, because of the significance of the matter discussed in the "Basis for Adverse Opinion on U.S Generally Accepted Accounting Principles" paragraph, the financial statements referred to above do not present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the various individual funds and account group of the Borough of High Bridge as of December 31, 2014 and 2013, or the results of its operations and changes in fund balance for the years then ended of the revenues or expenditures for the year ended December 31, 2014.

### ***Opinion on Regulatory Basis of Accounting***

In our opinion, the regulatory financial statements referred to above present fairly, in all material respects, the regulatory basis balances sheets of the various individual funds and account group as of December 31, 2014 and 2013, the regulatory basis statement of operations and changes in fund balance for the years then ended and the regulatory basis statement of revenues and expenditures and changes in fund balance for the year ended December 31, 2014 in accordance with the basis of financial reporting prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey as described in Note 1.

**Other Matters**

*Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Borough of High Bridge's regulatory financial statements. The supplementary information and data and schedules of federal awards and state financial assistance listed in the table of contents as required by the Division of Local Government Services, Department of Community Affairs, State of New Jersey are presented for purposes of additional analysis and are not a required part of the regulatory financial statements.

The supplemental information and schedules listed above and also listed in the table of contents are the responsibility of management and were derived from and relates directly to the underlying accounting and other records used to prepare the regulatory financial statements. Such information has been subjected to the auditing procedures applied in the audit of the regulatory financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the regulatory financial statements or to the regulatory financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental information listed and data in the table of contents, the schedules of expenditures of federal financial awards and state financial assistance are fairly stated, in all material respects, in relation to the regulatory financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated June 10, 2015 on our consideration of the Borough of High Bridge's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Borough of High Bridge's internal control over financial reporting and compliance.

  
CERTIFIED PUBLIC ACCOUNTANTS

  
REGISTERED MUNICIPAL ACCOUNTANT NO. 50

June 10, 2015

CURRENT FUND

BOROUGH OF HIGH BRIDGE  
CURRENT FUND  
BALANCE SHEETS - REGULATORY BASIS

<u>ASSETS</u>	<u>REF.</u>	<u>BALANCE DECEMBER 31, 2014</u>	<u>BALANCE DECEMBER 31, 2013</u>
Cash-Treasurer	A-4	\$ 3,073,009.38	\$ 3,495,388.04
Cash-Tax Collector	A-5	477,965.96	148,085.23
Change Fund	A-6	120.00	120.00
		<u>\$ 3,551,095.34</u>	<u>\$ 3,643,593.27</u>
Receivables and Other Assets With Full Reserves:			
Delinquent Property Taxes Receivable	A-7	\$ 215,384.79	\$ 213,622.75
Tax Title Liens	A-12	10,646.85	5,031.70
Property Acquired for Taxes	A-22	176,000.00	176,000.00
Interfunds Receivable	A-10	5,723.07	5,673.77
	A	<u>\$ 407,754.71</u>	<u>\$ 400,328.22</u>
Deferred Charges:			
Special Emergency Authorization (40A:4-55)	A-28	\$ 145,000.00	\$ 28,798.00
Emergency Authorization	A-29	9,500.00	
		<u>\$ 154,500.00</u>	<u>\$ 28,798.00</u>
		<u>\$ 4,113,350.05</u>	<u>\$ 4,072,719.49</u>
Grant Fund:			
Grants Receivable	A-27	\$ 161,560.83	\$ 184,848.08
Due Current Fund	A-24	38,342.62	23,572.20
		<u>\$ 199,903.45</u>	<u>\$ 208,420.28</u>
		<u>\$ 4,313,253.50</u>	<u>\$ 4,281,139.77</u>

The accompanying Notes to the Financial Statements are an integral part of this statement.

BOROUGH OF HIGH BRIDGE

CURRENT FUND

BALANCE SHEETS - REGULATORY BASIS

	<u>REF.</u>	<u>BALANCE</u> <u>DECEMBER</u> <u>31, 2014</u>	<u>BALANCE</u> <u>DECEMBER</u> <u>31, 2013</u>
<u>LIABILITIES, RESERVES AND FUND BALANCE</u>			
Liabilities:			
Appropriation Reserves	A-3:A-13	\$ 300,893.03	\$ 207,452.93
Prepaid Taxes	A-17	45,223.42	44,907.16
Tax Overpayments	A-18	1.42	782.63
Due State of New Jersey-Chapter 20, PL 1971	A-8	1,589.17	2,511.09
Interfunds Payable	A-10	38,342.62	23,572.20
County Taxes-Payable	A-14	832.37	0.06
Local District Taxes Payable	A-15	857,672.40	857,672.40
Regional High School Taxes Payable	A-16	426,015.83	478,696.84
Reserve for Encumbrances	A-20	255,208.96	307,793.20
Reserve for Miscellaneous Deposits	A-21	32,135.33	31,374.33
Reserve for Grants - Unappropriated	A-19	524,042.00	674,751.00
		\$ <u>2,481,956.55</u>	\$ <u>2,629,513.84</u>
Reserve for Receivables and Other Assets	A	407,754.71	400,328.22
Fund Balance	A-1	1,223,638.79	1,042,877.43
		\$ <u>4,113,350.05</u>	\$ <u>4,072,719.49</u>
Grant Fund:			
Encumbrances Payable	A-23	\$ 134,077.88	\$ 142,208.50
Unappropriated Reserves	A-26	13,678.10	
Appropriated Reserves	A-25	52,147.47	66,211.78
		\$ <u>199,903.45</u>	\$ <u>208,420.28</u>
		\$ <u>4,313,253.50</u>	\$ <u>4,281,139.77</u>

The accompanying Notes to the Financial Statements are an integral part of this statement.

BOROUGH OF HIGH BRIDGECURRENT FUNDSTATEMENTS OF OPERATIONS  
AND CHANGE IN FUND BALANCE - REGULATORY BASIS

	<u>REF.</u>	<u>YEAR 2014</u>	<u>YEAR 2013</u>
<u>REVENUE AND OTHER INCOME</u>			
Fund Balance Utilized	A-2	\$ 422,000.00	\$ 582,000.00
Miscellaneous Revenue Anticipated	A-2	2,510,835.48	2,522,156.46
Receipts from Delinquent Taxes	A-2	198,712.05	174,505.03
Receipts from Current Taxes	A-2	12,080,503.45	11,781,641.00
Non-Budget Revenue	A-2	77,998.70	133,412.99
Other Credits to Income:			
Unexpended Balance of Appropriation Reserves	A-13	263,998.70	221,237.52
<u>Total Income</u>		\$ <u>15,554,048.38</u>	\$ <u>15,414,953.00</u>
<u>EXPENDITURES</u>			
Budget Appropriations:			
Operations within "CAPS":			
Operating	A-3	\$ 3,612,447.59	\$ 3,517,682.02
Deferred Charges and Statutory Expenditures	A-3	314,012.00	302,765.01
Operations Excluded from "CAPS":			
Operating	A-3	141,190.46	257,146.78
Capital Improvements	A-3	552,000.00	259,000.00
Municipal Debt Service	A-3	1,273,491.79	1,617,809.00
Deferred Charges	A-3	8,798.00	
Interfunds Advanced		49.30	1,080.80
County Taxes	A-14	1,281,691.58	1,293,149.21
County Share of Added Taxes	A-14	832.31	
Local District School Tax	A-15	5,736,139.00	5,467,998.00
Regional High School Tax	A-16	2,163,708.00	2,269,070.00
Refund of Prior Year Revenue	A-4	1,426.99	1,670.00
<u>Total Expenditures</u>		\$ <u>15,085,787.02</u>	\$ <u>14,987,370.82</u>
Excess in Revenue		\$ 468,261.36	\$ 427,582.18
Adjustments to Income Before Fund Balance			
Expenditures included above which are by Statute			
Deferred Charges to the Budget of the Succeeding Year	A-3	<u>134,500.00</u>	<u>28,798.00</u>
Statutory Excess to Fund Balance		\$ 602,761.36	\$ 456,380.18
<u>Fund Balance</u>			
Balance, January 1	A	<u>1,042,877.43</u>	<u>1,168,497.25</u>
		\$ <u>1,645,638.79</u>	\$ <u>1,624,877.43</u>
Decreased by:			
Utilization as Anticipated Revenue	A-1:A-2	<u>422,000.00</u>	<u>582,000.00</u>
Fund Balance, December 31	A	\$ <u>1,223,638.79</u>	\$ <u>1,042,877.43</u>

The accompanying Notes to the Financial Statements are an integral part of this statement.

BOROUGH OF HIGH BRIDGE

CURRENT FUND

STATEMENT OF REVENUES - REGULATORY BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2014

	REF.	ANTICIPATED		REALIZED	EXCESS OR (DEFICIT)
		BUDGET	SPECIAL N.J.S. 40A:4-87		
Fund Balance Anticipated	A-1	\$ 422,000.00		\$ 422,000.00	
Miscellaneous Revenues:					
Licenses:					
Alcoholic Beverages	A-9	\$ 5,400.00	\$	\$ 5,400.00	\$
Other	A-2	985.00		1,355.00	370.00
Fees and Permits:					
Construction Code Official	A-2	23,000.00		62,505.15	39,505.15
Interest on Investments	A-9	10,000.00		12,895.85	2,895.85
Golf Fees	A-9	1,233,000.00		1,188,854.03	(44,145.97)
Fines:					
Municipal Court	A-9	12,000.00		19,188.57	7,188.57
Interest and Costs on Taxes	A-9	30,000.00		47,570.83	17,570.83
Garden State Preservation Trust Fund	A-9	12,931.00		12,931.00	
Consolidated Municipal Property Tax Relief Aid	A-9	54,321.00		52,731.00	(1,590.00)
Energy Receipts Tax	A-9	237,588.00		239,178.00	1,590.00
Reserve for Vehicle Replacement Insurance	A-9	5,922.50		5,922.50	
Hunterdon County Open Space	A-9	10,728.00		10,729.80	1.80
Cable TV Franchise Fee	A-9	11,000.00		11,396.49	396.49
Operating Surplus	A-9	160,000.00		160,000.00	
Recreation Fees	A-2	20,000.00		26,805.00	6,805.00
Green Acres Program	A-19	150,709.00		150,709.00	
Reserve for Debt Service	A-9	300,000.00		300,000.00	
Hunterdon County Grant	A-27	198,573.00		198,573.00	
Body Armor Replacement Fund	A-27		1,090.46	1,090.46	
Drunk Driving Enforcement Fund	A-27		3,000.00	3,000.00	
	A-1	\$ 2,476,157.50	\$ 4,090.46	\$ 2,510,835.48	\$ 30,587.52
Receipts from Delinquent Taxes	A-1:A-7	\$ 200,000.00	\$	\$ 198,712.05	\$ (1,287.95)
Amount to be Raised by Taxation for Support of Municipal Budget:					
Local Tax for Municipal Purposes	A-2:A-7	\$ 3,149,833.10	\$	\$ 3,290,330.57	\$ 140,497.47
<u>Budget Totals</u>		\$ 6,247,990.60	\$ 4,090.46	\$ 6,421,878.10	\$ 169,797.04
Non-Budget Revenue	A-1:A-2			77,998.70	77,998.70
		\$ 6,247,990.60	\$ 4,090.46	\$ 6,499,876.80	\$ 247,795.74
	REF.	A-3	A-3		

The accompanying Notes to the Financial Statements are an integral part of this statement.

BOROUGH OF HIGH BRIDGE

CURRENT FUND

STATEMENT OF REVENUES - REGULATORY BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2014

	<u>REF.</u>	
Allocation of Current Tax Collections:		
Collections Realized on a Cash Basis	A-7	\$ 12,080,503.45
Allocated to:		
School and County Taxes		<u>9,182,370.89</u>
Balance for Support of Municipal Budget Appropriations		\$ 2,898,132.56
Add: Appropriation-"Reserve for Uncollected Taxes"	A-3	<u>392,198.01</u>
Amount for Support of Municipal Budget Appropriations	A-2	\$ <u>3,290,330.57</u>
Receipts from Delinquent Taxes:		
Delinquent Tax Collections	A-7	\$ <u>198,712.05</u>
	A-2	\$ <u>198,712.05</u>
Licenses - Other:		
Clerk	A-9	\$ 1,375.00
Less: Refunds	A-4	<u>20.00</u>
	A-2	\$ <u>1,355.00</u>
Construction Code Fees:	A-9	\$ 63,354.15
Less: Refunds	A-4	<u>849.00</u>
	A-2	\$ <u>62,505.15</u>
Recreation Fees:	A-9	\$ 26,865.00
Less: Refunds	A-4	<u>60.00</u>
	A-2	\$ <u>26,805.00</u>
<u>Analysis of Non-Budget Revenues</u>		
Miscellaneous Revenue Not Anticipated:		
Treasurer:		
Newsletter Advertising		\$ 1,293.00
Restitution		1,546.71
Auction Proceeds		31,916.66
Miscellaneous		27,892.46
Police Fees		2,866.42
CCO Permits		5,430.00
Clerk Fees		812.00
Parking Permits		920.00
Zoning Permits		<u>1,770.00</u>
	A-4	\$ <u>74,447.25</u>
Tax Collector	A-5	<u>3,551.45</u>
	A-1:A-2	\$ <u>77,998.70</u>

The accompanying Notes to the Financial Statements are an integral part of this statement.

BOROUGH OF HIGH BRIDGE

CURRENT FUND

STATEMENT OF EXPENDITURES - REGULATORY BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2014

	APPROPRIATIONS		EXPENDED	
	BUDGET	BUDGET AFTER MODIFICATION	PAID OR CHARGED	RESERVED
<b>OPERATIONS WITHIN "CAPS":</b>				
<b>GENERAL GOVERNMENT</b>				
Administrative and Executive:				
Salaries and Wages	\$ 42,750.00	\$ 42,750.00	\$ 42,749.99	\$ 0.01
Other Expenses:				
Internet	4,750.00	5,250.00	5,212.63	37.37
Miscellaneous	2,000.00	2,500.00	2,145.99	354.01
Mayor and Council:				
Salaries and Wages	4,000.00	4,000.00	4,000.00	
Other Expenses:				
Advertising Costs	9,700.00	9,700.00	6,784.15	2,915.85
Newsletter	16,100.00	13,915.00	13,479.13	435.87
Miscellaneous	650.00	790.00	790.00	
Municipal Clerk:				
Salaries and Wages	30,642.42	35,042.42	35,028.58	13.84
Other Expenses	4,425.00	5,925.00	5,854.17	70.83
Election Expense	2,750.00	2,750.00	2,417.80	332.20
Financial Administration:				
Salaries and Wages	43,925.11	43,925.11	39,832.58	4,092.53
Other Expenses	6,470.00	6,470.00	5,657.99	812.01
Audit Services	23,855.00	24,800.00	24,800.00	
Assessment of Taxes:				
Salaries and Wages	16,123.98	16,123.98	16,123.00	0.98
Other Expenses	2,600.00	2,600.00	1,508.00	1,092.00
Revaluation Program		125,000.00	100,289.40	24,710.60
Revenue Administration:				
Salaries and Wages	45,384.71	45,384.71	39,837.63	5,547.08
Other Expenses	6,065.00	6,065.00	5,827.92	237.08
Legal Services and Costs:				
Other Expenses	62,000.00	82,000.00	77,761.00	4,239.00
Engineering Services and Costs:				
Other Expenses	6,100.00	8,600.00	5,500.00	3,100.00

The accompanying Notes to the Financial Statements are an integral part of this statement.

BOROUGH OF HIGH BRIDGE

CURRENT FUND

STATEMENT OF EXPENDITURES - REGULATORY BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2014

	APPROPRIATIONS		EXPENDED		CANCELED
	BUDGET	BUDGET AFTER MODIFICATION	PAID OR CHARGED	RESERVED	
<b>OPERATIONS WITHIN "CAPS" (CONTINUED)</b>					
Planning Board:					
Salaries and Wages	\$ 3,500.00	\$ 2,000.00	\$ 416.68	\$ 1,583.32	
Other Expenses	2,000.00	3,500.00	1,582.80	1,917.40	
Zoning Costs:					
Salaries and Wages	4,665.48	4,665.48	4,664.96	0.52	
Economic Development:					
Other Expenses	500.00	500.00	150.00	350.00	
Environmental Commission:					
Other Expenses	1,500.00	1,500.00	1,062.76	437.24	
Insurance:					
Other Insurance Premiums	128,467.00	128,467.00	125,427.00	3,040.00	
Workers Compensation	57,116.00	57,116.00	51,404.00	5,712.00	
Employee Group Health	227,248.00	227,248.00	225,696.29	1,551.71	
<b>PUBLIC SAFETY</b>					
Fire:					
Other Expenses	58,900.00	58,900.00	58,900.00		
Police:					
Salaries and Wages	742,525.19	742,525.19	736,741.93	5,783.26	
Other Expenses:					
Lease of Police Cars	34,180.56	34,265.56	32,183.81	2,081.75	
Miscellaneous	50,000.00	49,915.00	49,845.41	269.59	
First Aid Organization Contribution	40,000.00	40,000.00	40,000.00		
Emergency Management Services:					
Other Expenses	3,000.00	3,000.00	2,997.26	2.74	
Salaries and Wages					
<b>PUBLIC WORKS:</b>					
Streets and Road Maintenance:					
Salaries and Wages	169,483.76	169,483.76	158,722.34	10,761.42	
Other Expenses	111,279.26	120,779.26	116,701.24	4,078.02	
Public Building and Grounds:					
Maintenance and Repairs	30,265.00	30,265.00	30,102.04	162.96	
Other Expenses	15,000.00	15,000.00	11,228.06	3,771.94	

The accompanying Notes to the Financial Statements are an integral part of this statement.

BOROUGH OF HIGH BRIDGE

CURRENT FUND

STATEMENT OF EXPENDITURES - REGULATORY BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2014

	APPROPRIATIONS		EXPENDED		CANCELED
	BUDGET	BUDGET AFTER MODIFICATION	PAID OR CHARGED	RESERVED	
<b>HEALTH AND HUMAN SERVICES:</b>					
Board of Health:					
Other Expenses	\$ 5,340.00 \$	5,340.00 \$	4,933.28 \$	406.72 \$	
<b>PARKS AND RECREATION:</b>					
Recreation Services:					
Salaries and Wages	8,000.00	8,000.00	7,564.10	435.90	
Other Expenses:					
Special Events	2,750.00	2,750.00	2,506.25	243.75	
Miscellaneous	3,500.00	4,085.00	4,082.12	2.88	
Golf Course:					
Other Expenses	1,200,000.00	1,186,415.00	1,010,138.81	156,276.19	
Expenses of Participation in County Library:					
Salaries and Wages	20,745.64	20,745.64	19,429.50	1,316.14	
Other Expenses	200.00	200.00	100.00	100.00	
<b>STATE UNIFORM CONSTRUCTION CODE</b> <b>(N.J.S.A. 52:270-120 ET SEQ.)</b>					
Building Inspector:					
Salaries and Wages	4,665.48	4,665.48	4,665.04	0.44	
Construction Code Enforcement:					
Salaries and Wages	25,000.00	27,000.00	26,955.10	44.90	
Other Expenses	370.00	370.00	370.00		
<b>UTILITIES:</b>					
Telephone	19,900.00	20,600.00	20,491.33	108.67	
Electricity	29,800.00	31,800.00	28,142.98	3,657.42	
Water	6,130.00	6,130.00	5,750.30	379.70	
Gasoline	58,300.00	54,300.00	54,300.00		
Fuel Oil	40,325.00	47,325.00	47,282.01	42.99	
Street Lighting	43,000.00	40,000.00	39,020.90	979.20	
<b>TOTAL OPERATIONS WITHIN "CAPS"</b>	<b>\$ 3,477,947.59 \$</b>	<b>3,612,447.59 \$</b>	<b>3,358,957.56 \$</b>	<b>253,490.03 \$</b>	

The accompanying Notes to the Financial Statements are an integral part of this statement.

BOROUGH OF HIGH BRIDGE

CURRENT FUND

STATEMENT OF EXPENDITURES - REGULATORY BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2014

	APPROPRIATIONS		EXPENDED		CANCELED
	BUDGET	BUDGET AFTER MODIFICATION	PAID OR CHARGED	RESERVED	
<b>DEFERRED CHARGES AND OTHER STATUTORY EXPENDITURES - MUNICIPAL WITHIN "CAPS"</b>					
Deferred Charges					
Statutory Expenditures:					
Contribution to:					
Social Security System (OASI)	\$ 88,848.00	\$ 88,848.00	\$ 83,550.93	\$ 5,297.07	
Police and Fireman's Retirement System	151,427.00	151,427.00	141,726.14	9,700.86	
Public Employees Retirement System	73,737.00	73,737.00	67,633.93	6,103.07	
<b>TOTAL DEFERRED CHARGES AND STATUTORY EXPENDITURES-MUNICIPAL WITHIN "CAPS"</b>	<b>\$ 314,012.00</b>	<b>\$ 314,012.00</b>	<b>\$ 292,911.00</b>	<b>\$ 21,101.00</b>	
<b>TOTAL GENERAL APPROPRIATIONS FOR MUNICIPAL PURPOSES WITHIN "CAPS"</b>	<b>\$ 3,791,959.59</b>	<b>\$ 3,926,459.59</b>	<b>\$ 3,651,868.56</b>	<b>\$ 274,591.03</b>	
<b>OPERATIONS EXCLUDED FROM "CAPS"</b>					
Affordable Housing Appropriation	\$ 3,000.00	\$ 3,000.00	\$ 2,990.00	\$ 10.00	
Environmental Testing	53,000.00	53,000.00	41,720.00	11,280.00	
Length of Service Award Program (LOSAP)	30,100.00	30,100.00	30,100.00		
Stormwater Management Engineering	500.00	500.00		500.00	
<b>TOTAL OTHER OPERATIONS - EXCLUDED FROM "CAPS"</b>	<b>\$ 86,600.00</b>	<b>\$ 86,600.00</b>	<b>\$ 74,810.00</b>	<b>\$ 11,790.00</b>	
<b>INTERLOCAL MUNICIPAL SERVICE AGREEMENTS</b>					
Municipal Court:					
Other Expenses	\$ 50,500.00	\$ 50,500.00	\$ 35,988.00	\$ 14,512.00	
<b>TOTAL INTERLOCAL MUNICIPAL SERVICE AGREEMENTS</b>	<b>\$ 50,500.00</b>	<b>\$ 50,500.00</b>	<b>\$ 35,988.00</b>	<b>\$ 14,512.00</b>	

The accompanying Notes to the Financial Statements are an integral part of this statement.

BOROUGH OF HIGH BRIDGE

CURRENT FUND

STATEMENT OF EXPENDITURES - REGULATORY BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2014

	APPROPRIATIONS		EXPENDED		
	BUDGET	BUDGET AFTER MODIFICATION	PAID OR CHARGED	RESERVED	CANCELED
<u>PUBLIC PRIVATE PROGRAMS OFF-SET BY REVENUES</u>					
Body Armor Replacement Fund (N.J.S. 40A:4-87 + \$1,090.46)	\$	1,090.46 \$	1,090.46 \$		\$
Drunk Driving Enforcement Fund (N.J.S. 40A:4-87 +\$3,000.00)		3,000.00	3,000.00		
<u>TOTAL PUBLIC AND PRIVATE PROGRAMS OFF-SET BY REVENUE</u>	\$	4,090.46 \$	4,090.46 \$		\$
<u>TOTAL OPERATIONS EXCLUDED FROM "CAPS"</u>	\$	141,190.46 \$	114,888.46 \$	26,302.00 \$	
<u>CAPITAL IMPROVEMENTS-EXCLUDED FROM "CAPS"</u>					
Capital Improvement Fund	\$	552,000.00 \$	552,000.00 \$		\$
<u>TOTAL CAPITAL IMPROVEMENTS EXCLUDED FROM "CAPS"</u>	\$	552,000.00 \$	552,000.00 \$		\$
<u>MUNICIPAL DEBT SERVICE-EXCLUDED FROM "CAPS"</u>					
Payment of Bond Principal	\$	390,000.00 \$	390,000.00 \$		\$
Payment of Bond Anticipation Notes & Capital Notes	156,085.00	156,085.00	150,485.00		5,600.00
Interest on Bonds	378,000.00	378,000.00	377,913.77		86.23
Interest on Notes	32,000.00	32,000.00	7,030.00		24,970.00
Green Trust Loan Program:					
Loan Payment for Capital Lease	398,190.00	398,190.00	336,403.67		61,786.33
Loan Repayments for Principal & Interest	11,660.00	11,660.00	11,659.35		0.65
<u>TOTAL MUNICIPAL DEBT SERVICE-EXCLUDED FROM "CAPS"</u>	\$	1,365,935.00 \$	1,273,491.79 \$		92,443.21

The accompanying Notes to the Financial Statements are an integral part of this statement.

BOROUGH OF HIGH BRIDGE  
CURRENT FUND

STATEMENT OF EXPENDITURES - REGULATORY BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2014

	APPROPRIATIONS		EXPENDED		CANCELED
	BUDGET	BUDGET AFTER MODIFICATION	PAID OR CHARGED	RESERVED	
<u>DEFERRED CHARGES-MUNICIPAL EXCLUDED FROM "CAPS"</u>					
Special Emergency Authorizations - 5 Years	\$ 8,798.00	\$ 8,798.00	\$ 8,798.00	\$	
TOTAL GENERAL APPROPRIATIONS FOR MUNICIPAL PURPOSES EXCLUDED FROM "CAPS"	\$ 8,798.00	\$ 8,798.00	\$ 8,798.00	\$	
<u>SUB-TOTAL GENERAL APPROPRIATIONS RESERVE FOR UNCOLLECTED TAXES</u>	\$ 2,063,833.00	\$ 2,067,923.46	\$ 1,949,178.25	\$ 26,302.00	\$ 92,443.21
TOTAL GENERAL APPROPRIATIONS	\$ 5,855,792.59	\$ 5,994,383.05	\$ 5,601,046.81	\$ 300,893.03	\$ 92,443.21
	\$ 392,198.01	\$ 392,198.01	\$ 392,198.01		
	\$ 6,247,990.60	\$ 6,386,581.06	\$ 5,993,244.82	\$ 300,893.03	\$ 92,443.21
REE.	A-2		A-1	A-A-1	
Reserve for Encumbrances			\$ 188,903.36		
Reserve for Uncollected Taxes			392,198.01		
Special Emergency 40A:4-55			6,798.00		
Reserve for Grants Appropriated			4,090.46		
Cash Disbursements			5,401,254.99		
			\$ 5,993,244.82		
Budget		\$ 6,247,990.60			
Emergency Authorization (40A:4-47)		9,500.00			
Special Emergency 40A:4-55		125,000.00			
Appropriation by 40A:4-87		4,090.46			
		\$ 6,386,581.06			

The accompanying Notes to the Financial Statements are an integral part of this statement.

TRUST FUND

BOROUGH OF HIGH BRIDGETRUST FUNDBALANCE SHEETS - REGULATORY BASIS

	<u>REF.</u>	<u>BALANCE DECEMBER 31, 2014</u>	<u>BALANCE DECEMBER 31, 2013</u>
<u>ASSETS</u>			
Animal Control Trust Fund:			
Cash	B-1	\$ 6,219.05	\$ 3,537.94
		<u>6,219.05</u>	<u>3,537.94</u>
Other Funds:			
Cash	B-1	\$ 365,113.68	\$ 270,918.88
Rehabilitation Loans Receivable	B-4		4,390.00
Due General Capital Fund	B-7	<u>5,004.88</u>	<u>4,851.25</u>
		\$ <u>370,118.56</u>	\$ <u>280,160.13</u>
		\$ <u><u>376,337.61</u></u>	\$ <u><u>283,698.07</u></u>
<u>LIABILITIES, RESERVES AND FUND BALANCES</u>			
Animal Control Trust Fund:			
Due Current Fund	B-6	\$ 36.66	\$ 23.06
Due From State of New Jersey	B-3	136.20	135.00
Encumbrances Payable	B-2	1,670.67	70.01
Reserve for Animal Control Fund Expenditures	B-2	<u>4,375.52</u>	<u>3,309.87</u>
		\$ <u>6,219.05</u>	\$ <u>3,537.94</u>
Other Funds:			
Due Current Fund	B-6	\$ 5,886.41	\$ 5,650.71
Reserve for:			
Encumbrances	B-5	3,965.93	3,056.21
Various Reserves and Deposits	B-5	<u>360,466.22</u>	<u>271,453.21</u>
		\$ <u>370,118.56</u>	\$ <u>280,160.13</u>
		\$ <u><u>376,337.61</u></u>	\$ <u><u>283,698.07</u></u>

The accompanying Notes to the Financial Statements are an integral part of this statement.

**FINANCIAL AGREEMENT**

**BETWEEN**

**BOROUGH OF HIGH BRIDGE**

**and**

**HIGH BRIDGE VILLAGE LLC**

**Dated: \_\_\_\_\_, 2015**

**Five-Year Exemption Pursuant to**

**N.J.S.A 40A:21-1 et seq.**

**THIS FINANCIAL AGREEMENT** (“this Agreement”), made as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **HIGH BRIDGE VILLAGE, LLC** (“Redeveloper”), qualified to do business under the provisions of the Five-Year Exemption and Abatement Law, N.J.S.A. 40A:21-1 et. seq. (the “Abatement Law”), having its principal office located c/o R. Fernandes Homes, 25 Mountainview Boulevard, Suite 200, Basking Ridge, New Jersey 07920, and **BOROUGH OF HIGH BRIDGE** (“Borough”), a municipal corporation in the County of Hunterdon and the State of New Jersey, whose offices are located at 71 Main Street, High Bridge, New Jersey 08829.

**WHEREAS**, the High Bridge Borough Council (the “Council”) adopted Resolution 95-27 on \_\_\_\_\_, 1995, designating the Borough to be in need of rehabilitation in accordance with the Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1 et. seq. (“Redevelopment Law”); and

**WHEREAS**, Redeveloper proposed to redevelop Block 8, Lot 7 (the “Project Site”), by developing a commercial project consisting of the construction of approximately 2 retail units and 7 residential dwelling units, together with parking areas (the “Project”); and

**WHEREAS**, the Redeveloper has obtained preliminary and final major site plan approval for the development of the Project Site entitled “High Bridge Village” (the “Major Site Plan”); and

**WHEREAS**, the Major Site Plan has been reviewed and found consistent with the Borough’s goals for redeveloping said Project Site; and

**WHEREAS**, the Borough adopted Ordinance 2006-3 on February 9, 2006 adopting Chapter 365 to permit tax exemptions and abatements for commercial and industrial structures pursuant to N.J.S.A. 40A:21-10 of the Abatement Law; and

**WHEREAS**, the Borough has determined that it is in the best interest of the Borough to grant a tax exemption, and has enacted Ordinance \_\_\_\_\_ adopted on \_\_\_\_\_, 2015 to allow the Redeveloper to obtain an abatement with respect to the improvements in the Project and make payments in lieu of real estate taxes; and

**WHEREAS**, the Council gave substantial consideration to the Project and accepted the request of Redeveloper for a short-term tax exemption pursuant to the Abatement Law, as evidenced by an application requesting such Five-Year Tax Exemption (attached hereto as Exhibit A); and

**WHEREAS**, the Council determined the Project’s design is consistent with the Master Plan of the Borough, and no businesses or residences were displaced or relocated as a result of the development of the Project; and

**WHEREAS**, the Borough has determined that the Project will result in significant economic and other benefits to the Borough by attracting residents and providing much-needed attractive quality housing, and that such benefits are far greater to the Borough than the cost, if any, associated with this Agreement; and

**WHEREAS**, the Borough did grant its approval for such Project to be developed and maintained upon the terms and conditions hereinafter set forth.

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

**ARTICLE I - GENERAL PROVISIONS**

Section 1.1 Governing Law. This Agreement shall be governed by the provisions of the Abatement Law, it being expressly understood and agreed that the Borough relies upon the facts,

data, and presentations contained in the application (the “Application”) submitted by Redeveloper in connection herewith, in granting this tax exemption.

Section 1.2 General Definitions. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

(a) Annual Service Charge. The amount that Redeveloper has agreed to pay the Borough in lieu of full taxation on the “Improvements” (as hereinafter defined) pursuant to this Agreement and in accordance with N.J.S.A. 40A:21-10.

(b) Certificate of Occupancy. The document issued by the Borough authorizing occupancy of the Improvements, including a temporary certificate of occupancy with minor punch list items.

(c) Five-Year Tax Exemption. The exemption from real property taxes on the Improvements granted by this Agreement.

(d) Improvements. The units of the Project described in the recitals hereof.

(e) In Rem Tax Foreclosure. A summary proceeding governed by N.J.S.A. 54:5-1 et. seq. by which the Borough may enforce the lien for taxes due and owing by a tax sale.

(f) Land. The real property on which the Improvements are located as more fully described by the lot and block number set forth above.

(g) Land Taxes. The amount of real estate taxes assessed on the value of the Land.

(h) Land Tax Payments. Payments made on the quarterly due dates for real estate taxes on the Land as determined by the Borough Tax Assessor.

(i) Property. The Land and the improvements thereon existing prior to the execution of this Agreement.

(j) Project. A commercial project consisting of the construction of 2 retail units and 7 residential dwelling units on the Land.

(k) Substantial Completion. The completion of the Improvements, as determined by the issuance of a Certificate of Occupancy.

(l) Termination. Any act or omission which by operation of the terms of this Agreement shall cause Redeveloper to relinquish its Five Year Tax Exemption.

Section 1.3 Exhibits Incorporated. All exhibits, which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

## **ARTICLE II - APPROVAL**

Section 2.1 Approval of Tax Exemption. The Borough does hereby affirm its approval for a tax exemption for the Project in accordance with the Abatement Law and this Agreement, which Project is to be developed, operated and maintained under the provisions of the Abatement Law.

Section 2.2 Approval of Redeveloper. Approval hereunder is affirmed to Redeveloper for the Project, which shall in all respects comply and conform to all applicable statutes of the State of New Jersey and the lawful regulations made pursuant thereto, governing Land, Improvements and the use thereof, and which Project is more particularly described in the Application.

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

Section 3.1 Term. So long as there is compliance with the Abatement Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for a term of five (5) years (the "Term") from the issuance of the final Certificate of Occupancy issued for the Project.

**ARTICLE IV - ANNUAL SERVICE CHARGE**

Section 4.1 Annual Service Charge.

(a) In consideration of the aforesaid Improvements, Redeveloper shall pay the Annual Service Charge to the Borough, on a phase-in basis, in accordance with N.J.S.A. 40A:21-10(c). Redeveloper shall pay to the Borough in lieu of property tax payments on the Improvements on the Property an amount equal to a percentage of taxes otherwise due on the Improvements, according to the following schedule:

- (1) In the first full year after completion, an amount equal to 0% of taxes otherwise due on the Improvements;
- (2) In the second tax year, an amount equal to 20% of taxes otherwise due on the Improvements;
- (3) In the third tax year, an amount equal to 40% of taxes otherwise due on the Improvements;
- (4) In the fourth tax year, an amount equal to 60% of taxes otherwise due on the Improvements;
- (5) In the fifth tax year, an amount equal to 80% of taxes otherwise due on the Improvements.

(b) The Annual Service Charge shall not be in lieu of sewer or water charges or other special assessments imposed in accordance with applicable law. Redeveloper shall also continue to pay all Land Taxes assessed to the Property. Redeveloper shall timely pay for municipal services rendered to the Property, and the Borough shall retain the right to pursue all remedies to collect such payments, including the right to institute collection through a tax lien sale pursuant to *N.J.S.A. 54:5-1 et seq.*

Section 4.2 Quarterly Installments – Lien On Project. Redeveloper expressly agrees that the aforesaid Annual Service Charge(s) shall be made in quarterly installments on those dates when real estate tax payments are due, subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each Borough fiscal year. In the event that Redeveloper fails to so pay, the amount unpaid shall bear the highest rate of interest permitted in the case of the unpaid taxes or tax liens on the Land until paid. Payments required to be made in accordance with this Agreement shall constitute a continuous lien on the Project. Unless otherwise terminated earlier, at the expiration of the Term hereof, the Tax Exemption for the Project shall expire and the Improvements shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Borough.

Section 4.3 Credit for Payments in First Year. The parties acknowledge that the certificate of occupancy for the project was issued on December 12, 2014, and the effective date for commencement of the Annual Service Charges is January 1, 2015. Redeveloper shall receive a credit for any payments of taxes on the Improvements that were made during the first two quarters of 2015, and such credit shall be applied to future payments of Land Taxes and Annual Service Charges.

Section 4.4 Failure to Make Payments. Redeveloper's failure to make the requisite Annual Service Charge payment within fifteen (15) days of the due date shall, following ten (10) days written notice to Redeveloper, constitute a violation and breach of this Agreement by Redeveloper, and the Borough shall, among its other remedies, have the right to proceed against the Property of Redeveloper pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:55-1 et. seq. In addition, the Borough may terminate this Agreement as to Redeveloper by duly authorized action of the Borough's governing body after having provided Redeveloper with a written

“Notice of Default” (as hereinafter defined) and expiration of any cure period. Any default arising out of Redeveloper's failure to pay Land Taxes or Annual Service Charges shall be subject to the default procedural remedies as provided in Section 4.6 of this Agreement.

Section 4.5 Material Conditions. It is expressly agreed and understood that all payments of Land Taxes, Annual Service Charges, including the methodology of computation, and any interest payments due, are material conditions of this Agreement. If any term, covenant or condition of this Agreement or the Application, to any person or circumstance shall 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 as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 4.6 Remedies.

(a) In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms other than those items specifically included as material conditions herein, either party may apply to the Superior Court of New Jersey, Hunterdon Vicinage, by an appropriate proceeding, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the Abatement Law and this Agreement. In the event the Superior Court of New Jersey shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Abatement Law and this Agreement. Costs for said arbitration shall be borne equally by the parties.

(b) In the event of a default on the part of Redeveloper to pay the Annual Service Charge, a material condition, the Borough, among its other remedies, reserves the right to proceed against the Land and Property of Redeveloper, in the manner provided by N.J.S.A. 54:5-1 to 54:5-129, and any act supplementary or amendatory thereof. Whenever the word “taxes” appears or is implied to mean taxes or municipal liens on Land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on Land. In such event, however, Redeveloper does not waive any defense it may have to contest the right of the Borough to proceed in the above-mentioned manner by conventional or In Rem Tax Foreclosure.

(c) Notwithstanding the foregoing, Redeveloper shall not be entitled to proceed with arbitration or any other dispute resolution proceeding, whether judicial or otherwise, unless Redeveloper shall pay as a minimum amount all Annual Service Charges due up to and including the Annual Service Charge due and payable for the most recent quarter.

#### **ARTICLE V - CERTIFICATE OF OCCUPANCY**

Section 5.1 Certificate of Occupancy. It is understood and agreed that it shall be the obligation of Redeveloper to make application for and make all reasonable efforts to obtain the Certificate of Occupancy for each unit in a timely manner. Failure to use reasonable efforts to secure and submit said Certificate of Occupancy shall subject the Property to full taxation, provided the Borough has (i) served the appropriate Notice of Default pursuant to Section 10.2 hereof, (ii) provided the appropriate cure period, and (iii) reasonably cooperated in processing Redeveloper's request, if any, for the issuance of such Certificate of Occupancy.

Section 5.2 Substantial Completion. The obligation to pay the Annual Service Charge is to commence from the first day of the month following Substantial Completion.

Section 5.3 Filing of Certificate of Occupancy. It shall be the primary responsibility of Redeveloper to provide the Tax Assessor, the Tax Collector and the Chief Financial Officer of the Borough with a copy of the Certificate(s) of Occupancy for each unit, promptly after issuance thereof.

#### **ARTICLE VI ASSIGNMENT; OPERATION**

Section 6.1 Operation of Project. The Project shall be operated in accordance with the provisions of the Abatement Law and Redeveloper hereby agrees at all times prior to the expiration or termination of this Agreement to remain bound by the provisions of federal and state statutes and municipal ordinances and regulations including, but not limited to, the Abatement Law. It is an express condition of the granting of this tax exemption that during its duration, Redeveloper shall not, without the prior consent of the Borough, convey or transfer all or part of the Property so as to sever, disconnect, or divide the Improvements, except in connection with the sale to another redeveloper of all or part of the Project, in which case, the approval of the governing body of the Borough shall be required, such approval shall be only with respect to the development expertise and financial capacity of the new redeveloper and shall not be unreasonably withheld, conditioned or delayed.

#### **ARTICLE VII - WAIVER**

Section 7.1 Waiver. Nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the Borough of any rights and remedies, including without limitation, the right to terminate this Agreement and Five-Year Tax Exemption for violation of any of the conditions provided herein in accordance with the provisions of this Agreement or the Abatement Law. Nothing herein shall be deemed to limit any right of recovery of any amount that the Borough has under law, in equity, or under any provisions of this Agreement.

## **ARTICLE VIII - NOTICES**

Section 8.1 Notice. Any notice required hereunder to be sent by either party to the other shall be sent by certified mail or registered mail, return receipt requested, addressed as follows:

(a) When sent by the Borough to Redeveloper, it shall be addressed to High Bridge Village LLC c/o R. Fernandes Homes, 25 Mountainview Boulevard, Suite 200, Basking Ridge, New Jersey 07920.

(b) When sent by Redeveloper to the Borough, it shall be addressed to the Borough Clerk, Borough of High Bridge, 71 Main Street, High Bridge, New Jersey 08829, with a copy to Borough Attorney, Barry S. Goodman, Esq., Greenbaum Rowe Smith & Davis LLP, 99 Wood Avenue South, Iselin, New Jersey 08830.

## **ARTICLE IX - INDEMNIFICATION**

Section 9.1 Indemnification. It is understood and agreed that in the event the Borough shall be named as party defendant in any action challenging the validity of this Financial Agreement or in any action brought against Redeveloper by reason of any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of the Abatement Law by Redeveloper, Redeveloper shall indemnify and hold the Borough harmless, and Redeveloper agrees to defend the suit at its own expense. However, the Borough maintains the right to intervene as a party thereto, to which intervention Redeveloper consents, the expense thereof to be borne by the Borough.

## **ARTICLE X - DEFAULT**

Section 10.1 Default. Default shall be defined as the failure of Redeveloper to materially comply with the terms of this Agreement and, further, by failure of Redeveloper to materially

comply with statute, ordinance or lawful regulation that may materially adversely affect the Borough's ability to enforce this Agreement and receive the benefits hereof.

Section 10.2 Cure Upon Default. Should Redeveloper be in default as defined and set forth in this Agreement, the Borough shall notify Redeveloper in writing of said default ("Notice of Default"). Said Notice of Default shall set forth with particularity the basis of said default. Redeveloper shall have fifteen (15) days for monetary defaults and sixty (60) days for non-monetary defaults to cure any default included in a Notice of Default (provided, however, that if Redeveloper is diligently seeking to cure any non-monetary default, such cure period shall be correspondingly extended).

Section 10.3 Remedies Upon Default. All of the remedies provided in this Agreement to the Borough, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision within this Agreement shall deprive the Borough of any of its remedies in accordance with law or actions against Redeveloper because of its failure to pay Land taxes or the Annual Service Charge. The bringing of any action for any Land taxes and Annual Service Charges, or other charges due hereunder, or in connection with another default hereunder, or the resort to any other remedy herein provided for the recovery of Land taxes, Annual Service Charges or other charges shall not be construed as a waiver of the right to terminate the Five-Year Tax Exemption granted hereby or proceed with an In Rem Foreclosure Action or any other remedy as provided for in this Agreement or by the Abatement Law.

## **ARTICLE XI - TERMINATION**

Section 11.1 Termination Upon Default of Redeveloper. In the event Redeveloper fails to cure or remedy a default or breach in accordance herewith following a Notice of Default, the Borough may cancel this Agreement upon thirty (30) days' notice for monetary defaults and sixty

(60) days' notice for non-monetary defaults to Redeveloper, during which time the default may be cured.

Upon such termination of this Agreement, all Improvements of Redeveloper shall be assessed and subject to taxation as are all other taxable properties within the Borough.

## **ARTICLE XII - MISCELLANEOUS**

Section 12.1 Conflict. The parties agree that in the event of a conflict between the Application and this Agreement, the language in this Agreement shall govern and prevail.

Section 12.2 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 municipal ordinance authorizing this Agreement, and the Application constitute the entire agreement between the parties, and there shall be no modifications thereto other than by a written instrument executed by both parties and delivered to each.

Section 12.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior or contemporaneous oral and written agreements between the parties with respect to the subject matter hereof.

Section 12.4 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 of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both Redeveloper and the Borough have participated in the review and approval of same.

Section 12.5 Grammatical Agreement. The bracketing of the letter (s) at the end of a word such as unit(s) shall mean the singular or plural as proper meaning and all related verbs and pronouns shall be made to correspond.

Section 12.6 Pronouns. He or it shall mean the masculine, feminine or neuter gender, the singular, as well as, the plural, as proper meaning requires.

Section 12.7 Recording. Either this entire Agreement or a memorandum of recording may be filed and recorded with the Hunterdon County Clerk by Redeveloper.

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

**WITNESS:**

**HIGH BRIDGE VILLAGE, LLC**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS:**

**BOROUGH OF HIGH BRIDGE**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

Mark Desire, Mayor

**EXHIBIT A**

**PILOT APPLICATION**

Application for Tax Exemption Under Short Term Tax Exemption Law

Submitted to Borough of High Bridge, New Jersey

**By: High Bridge Village, LLC**  
c/o R. Fernandes Homes  
25 Mountainview Boulevard, Suite 200  
Basking Ridge, New Jersey 07920

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High Bridge Village, LLC (“Applicant”) hereby requests that the Borough of High Bridge (the “Borough”) approve a financial agreement substantially in accordance with the terms of the draft of an agreement (“Financial Agreement”) attached hereto as Exhibit A, providing that certain improvements constructed by Applicant shall be exempt from real estate taxes for a period of five (5) years, and further providing for Applicant to make annual service charge payments in an amount not less than a given percentage of taxes otherwise due, in amounts beginning at zero and increasing by twenty (20%) percent annually from the project owned by Applicant, as provided in the Short Term Tax Exemption Law (N.J.S.A. 40A:21-10).

**Proposed Project**

Applicant will redevelop a property designated as Block 8, Lot 7 on the tax map of the Borough of High Bridge (the “Property”). Applicant proposes to construct 2 retail units and 7 residential dwelling units (the “Project”). The Project design is consistent with the zoning ordinance and Master Plan of the Borough. The estimated completion date of the Project is December, 2015. Attached hereto as Exhibit B is a Site Plan of the Project. Copies of the proposed leases for the Project are enclosed as Exhibit C.

Applicant estimates that the cost to complete the Project is \$600,000.00.

Applicant estimates that \_\_\_\_ full—time and \_\_\_\_ part-time employees will be employed at the Property within two years of completion of the Project.

The Project will result in significant economic and other benefits to the Borough by attracting retail and residents and providing much-needed attractive quality housing, and that such benefits are far greater to the Borough than the cost, if any, associated with the Financial Agreement.

In addition, the Applicant certifies that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement to Applicant in Applicant’s decision to proceed with the Project. The assistance for which Applicant applies here

further represents a significant inducement to Applicant to upgrade the quality and architectural design of the proposed building, and to provide the community with the revitalization it requires.

Applicant requests that the Borough approve a financial agreement substantially in accordance with the terms of the draft of an agreement ("Financial Agreement") attached hereto as Exhibit A, providing that the improvements to be constructed and owned by Applicant shall be exempt from real estate taxes, and further providing for Applicant to make annual service charge payments on an escalating scale, beginning at 0 and increasing by 20% of the tax otherwise due annually over five years, as provided in the Short Term Tax Exemption Law (N.J.S.A. 40A:21-10).

The real property taxes currently assessed are \$48,000 for the land and \$388,600 for the improvements, and the annual taxes are \$15,955.14

The proposed structure of payments is as follows:

<u>Year</u>	<u>Percentage</u>
1	0%
2	20%
3	40%
4	60%
5	80%

After the expiration of the five-year period and following thereafter, full real property taxes shall be due.

The following represents the name and addresses of all stock holders or partners owing a 10% or greater interest in the Applicant. If one or more of the above named s itself a corporation, partnership, or entity, I have annexed hereto the names and addresses of anyone owing a 10% or greater interest therein.

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Percent Owned</u>
Robert Fernandes	25 Mountainview Boulevard Suite 200 Basking Ridge, New Jersey 07920.	

Respectfully Submitted,

High Bridge Village, LLC

By: \_\_\_\_\_  
Robert Fernandes

Attachments:

- Exhibit A: Financial Agreement
- Exhibit B: Conceptual Site Plan
- Exhibit C: Proposed Lease Forms

**EXHIBIT A TO PILOT APPLICATION**  
**(FINANCIAL AGREEMENT - To be attached)**

**EXHIBIT B TO PILOT APPLICATION**

**(SITE PLAN – To be Attached)**

**EXHIBIT C TO PILOT APPLICATION**  
**(PROPOSED LEASE FORMS – To be Attached)**