

**UNAPPROVED**  
**BOROUGH OF HIGH BRIDGE – COUNCIL MEETING MINUTES**

Date: March 23, 2017 – 7:30 p.m. – Location: 97 West Main Street, High Bridge, NJ 08829

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Please note: This meeting may contain discussion of items not mentioned on the agenda and, alternatively, any items specifically listed may be omitted.

**CALL TO ORDER:**

Mayor calls meeting to order and states: "Pursuant to the Open Public Meetings Act, notice of 2017 Meeting Dates was published in the Hunterdon County Democrat and Express Times on December 16, 2016, and posted on the bulletin board at Borough Hall. Action may now be taken."

**FLAG SALUTE: LED BY MAYOR**

**ROLL CALL:**

Councilman LoIacono, present; Councilwoman Shipp, present; Councilman Strange, present; Councilwoman Hughes, present; Councilman Stemple, present; Council President Zappa, present; Mayor Desire, present. Also present were Attorney Barry Goodman, Administrator Michael Pappas, Acting Clerk Adam Young, Chief Bartman and fifteen members of the public and press.

**READING AND APPROVAL OF MINUTES: MINUTES – MARCH 9, 2017**

Mayor asks if any corrections are necessary or for a motion to dispense with the reading of the prior meeting(s) minutes.

Motion to dispense with the reading of the March 9, 2017 minutes: LoIacono, Second: Hughes  
Roll call vote: LoIacono, yes; Shipp, yes; Stemple, abstain; Strange, yes; Hughes, yes; Zappa, yes;  
Vote results: 5 yes, 1 abstention; motion passes

Motion to approve the March 9, 2017 minutes: Hughes; Second: LoIacono  
Roll call vote: LoIacono, yes; Shipp, yes; Stemple, abstain; Strange, yes; Hughes, yes; Zappa, yes;  
Vote results: 5 yes, 1 abstention; motion passes

**OATHS/APPOINTMENTS:**

**A.** Appointment of Honorary Administrators Norberg, Whyte, and L. Zappa

**Resolution 096-2017** - Motion to adopt Resolution 096-2017 - Appoint Honorary Administrators for the day of March 23, 2017: Hughes; Second: Zappa

Roll call vote: LoIacono, yes; Shipp, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
Vote results: 6 yes; motion passes

**B.** Michael Darmstadt – Planning Board Alternate #3 – Expiration of 12/31/2018

**Resolution 097-2017** - Appointment of Michael Darmstadt – Planning Bd. Alternate 3: Zappa; Second: Shipp;

Roll call vote: LoIacono, yes; Shipp, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
Vote results: 6 yes; motion passes

**PROCLAMATIONS/AWARDS:**

**A.** Award of Recognition – Robert Bork – award presented

**B.** Arbor Day Proclamation – proclamation read

**C.** Distracted Drive Crackdown Proclamation – proclamation read

**PUBLIC COMMENTS: 5 MINUTES PER PERSON**

Nancy Hunt - Spoke about the Solitude House caretaker position and some of the items that may need addressing on the property. Discussion ensued as to the handling of these items.

Dr. Brendan Coughlan -- Commented that doing intercompany transfers may be questionable at the golf course. Asked about the yearly golf financials. Council commented on the changing dynamics of selling rounds of golf and course usage. Commented on the water utility referendum.

## **PUBLIC HEARINGS:**

**A. Ordinance 2017-08:** To exceed the municipal budget appropriation limits and to establish a cap bank

Motion to open the public hearing for **Ordinance 2017-08:** Lolocono; Second: Strange  
Roll call vote: Lolocono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
Vote results: 6 yes; motion passes

Council explained the use of a cap bank.

Motion to close the public hearing for **Ordinance 2017-08:** Lolocono; Second: Zappa  
Roll call vote: Lolocono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
Vote results: 6 yes; motion passes

Motion to adopt **Ordinance 2017-08:** Shipps; Second: Zappa  
Roll call vote: Lolocono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
Vote results: 6 yes; motion passes

**B. Ordinance 2017-09:** Special emergency appropriation for codification of Ordinances

Motion to open the public hearing for **Ordinance 2017-09:** Lolocono, Second: Strange  
Roll call vote: Lolocono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
Vote results: 6 yes; motion passes

Council explained the needs and requirements of codification of Ordinances.

Motion to close the public hearing for **Ordinance 2017-09:** Lolocono; Second: Strange  
Roll call vote: Lolocono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
Vote results: 6 yes; motion passes

Motion to adopt **Ordinance 2017-09:** Shipps, Second: Zappa  
Roll call vote: Lolocono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
Vote results: 6 yes; motion passes

## **DISCUSSION ITEMS:**

**A.** Request of an extension of leave without pay – Scott Hammel – Specifics of extension date and benefits

Amend **Resolution 083-2017** to specify the last date of the extension and the handling of benefits: Zappa;  
Second: Hughes  
Roll call vote: Lolocono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
Vote results: 6 yes; motion passes

Council amended the Resolution to honor the request by Mr. Hammel to extend leave without pay to July 10 and continue with health benefits through July 10, 2017.

Motion to approve **Resolution 083-2017** as amended: Hughes; Second: Lolocono;  
Roll call vote: Lolocono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
Vote results: 6 yes; motion passes

- B.** Easement connecting the Commons Park to 71 Main Street - Administrator Pappas will be contacting the adjacent property owner to request an easement.
- C.** Painted fire hydrants – Council reviewed the submitted design. Conversation ensued.

**Resolution 099-2017** – Amend agenda to add **Resolution 099-2017**: Zappa; Second: Strange;  
 Roll call vote: Lolocono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
 Vote results: 6 yes; motion passes

**Resolution 099-2017** –Approve **Resolution 099-2017** – Approve submitted plan and paint one fire hydrant on Main Street: Zappa; Second: Strange;  
 Roll call vote: Lolocono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
 Vote results: 6 yes; motion passes

- D.** Borough events - Councilwoman Shipps spoke about the possible need to change the Ordinance outlining the number of Events Committee members. Discussion ensued about handling of committee actions and operations.
- E.** Approval of Solitude House caretaker bid specifications and advertising - Administrator Pappas spoke about the caretaker bid specification updates and the request for advertising by Resolution, deadlines for accepting requests for proposal, costs of possible repairs, the need for the caretaker to do repairs on the house, and getting a Certificate of Occupancy. Council discussed the need to explore the possible costs of fixing some existing issues and how to proceed with writing the request for proposal. Discussion ensued.
- F.** Planning Board Alternates – 3 and 4 – Council discussed the addition of adding alternate positions.

**OLD BUSINESS: NONE**

**NEW BUSINESS: NONE**

**INTRODUCTION OF ORDINANCES: NONE**

**COUNCIL COMMITTEE ASSIGNMENTS: END OF MONTH**

<b>Mayor, member, or official</b>	<b>Department</b>
Councilman Zappa	Planning , Engineering, Department of Public Works
	Discussed streetscape plans, Cregar Phase 6 is scheduled to be completed before school starts, submitted plans to the Department of Transportation for Mill St., Engineers redesigning some Jenny Jump roads, Planning Board discussed recommendations to Council about the Downtown Business zone and decided to recommend no changes at this time, Council discussed the current situation of Main St. and the current Master Plan, DPW equipment maintenance and snow removal
Councilwoman Hughes	Public Health, Environmental, Solid Waste / Recycling, & Open Space
	Discussed donation of water-color proofs, electronics recycling, river cleanup events, bike/walking lane deadline with the County, and the Board of Health needs members
Councilman Lolocono	Golf, Recreation
	Discussed weather updates for future recreation plans, turf maintenance for recreation fields, need for the Recreation Committee to gain members, playground equipment donation update, golf statistics on rounds and revenue, monthly golf meetings,
Councilman Strange	Emergency Services, Municipal Court, Cultural and Heritage
	Discussed Cultural and Heritage met to discuss the caretaker position, open space grants, the use of Solitude House slate tiles, 275th celebration of Taylor Wharton logistics, parking at Solitude House, reframing of lithographs that were found in Borough Hall, requested for ideas for fundraising, speaker series, Fire Department statistics, Fire Department annual picnic and golf outing, Police Department vehicle repairs reported, lights being replaced, mold cleanup is continuing, rifles replacing shotguns for the Police Department
Councilwoman Shipps	Special Events, Economic Development, Newsletter, Website
	Discussed Events Committee has carried over funds from last year which are all donations, Pooch Parade theme is "Space Dog", BBQ event is on, PaintOut is on, Derby is on, next newsletter will be the Summer edition

Councilman Stemple	Finance, Utilities, & Education
Discussed Funding for road improvements, planning for future road improvements, paperless meetings, referendum for the utility system, and utilizing technology for administrative task improvements,	
Michael Pappas	Administrator
Discussed website improvements and updates, state grant opportunities for the Solitude House maintenance and other grants	
Mayor Mark Desire	Executive Services
Discussed attending Operation of Emergency Management meeting, Planning Board meeting, Library meeting, post storm assessment, sewer utility conversation with Mayor Higgins, and CSI day at the High Bridge schools	

**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.

RESOLUTION #	TITLE
Resolution 086-2017	Amend professional contract - BKC
Resolution 087-2017	Approve Raffle - NHYBB
Resolution 088-2017	Arbor Day Proclamation
Resolution 089-2017	Escrow refund
Resolution 090-2017	Open space approval
Resolution 091-2017	Lien redemption
Resolution 092-2017	Outside duty refund
Resolution 093-2017	Approval to submit grant application – Solitude House roof repairs
Resolution 094-2017	Approval of Solitude House bid specifications and advertising
Resolution 095-2017	Distracted Drive Crackdown - Proclamation

Motion to remove **Resolution 094-2017** from the agenda for discussion: Lolacono; Second: Zappa  
 Roll call vote: Lolacono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
 Vote results: 6 yes; motion passes

Council discussed the possible need to amend Resolution 094-2017.

Motion to table Resolution 094-2017 until April 13, 2017 Council meeting: Zappa; Second: Lolacono  
 Roll call vote: Lolacono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
 Vote results: 6 yes; motion passes

Motion to approve the consent agenda items as amended: Lolacono; Second: Strange  
 Roll call vote: Lolacono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;  
 Vote results: 6 yes; motion passes

**WRITTEN COMMUNICATIONS:**

- A.** Finance end of month report
- B.** Board of Public Utilities letter
- C.** Request to waive vacant property registration - Council discussed the request based on the letter requesting a waiver of vacant property registration and asked for more information at the next meeting.
- D.** Bid package – Solitude House Caretaker

**PUBLIC COMMENTS: NONE**

**LEGAL ISSUES: NONE**

**BILL LIST:**

Approval of Bills as signed and listed on the Bill Payment List. **Total Amount: \$494,922.70**

Motion to approve bill list: Strange; Second: Lolocono

Roll call vote: Lolocono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;

Councilwoman Shipps abstains from anything Police Department related. Councilman Stemple abstains from anything Fire Department related.

Vote results: 6 yes; motion passes

**EXECUTIVE SESSION: GOLF LEASE**

**Resolution 098-2017** - Motion to move into executive session: Strange; Second: Lolocono

Roll call vote: Lolocono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;

Vote results: 6 yes; motion passes

Motion to move into open session: Lolocono; Second: Strange

Roll call vote: Lolocono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;

Vote results: 6 yes; motion passes

**ADJOURNMENT: PRESIDING OFFICER ASKS IF THERE IS ANY FURTHER BUSINESS.**

Motion to adjourn: Strange; Second: Zappa

Roll call vote: Lolocono, yes; Shipps, yes; Stemple, yes; Strange, yes; Hughes, yes; Zappa, yes;

Vote results: 6 yes; motion passes

**Next Council Meeting:** April 13, 2017 - 7:30 pm – 7 Maryland Ave, High Bridge, NJ 08829

Respectfully submitted,

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Adam Young  
Acting Municipal Clerk

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Mark Desire  
Mayor

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

**Appointment of Galadriel Fernandez to the Board of Health**

**RESOLUTION: 100-2017**

**ADOPTED: pending**

**WHEREAS**, The Council of the Borough of High Bridge, Hunterdon County, New Jersey, wishes to make the General Appointments for the vacant positions of Board of Health members and,

**WHEREAS**, Galadriel Fernandez has accepted to fill the vacant seat on the Board of Health,

**NOW, THEREFORE**, The Mayor and Council of the Borough of High Bridge, Hunterdon County, New Jersey, hereby approve Galadriel Fernandez to the full time seat on the Board of Health expiring 12/31/2019.

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

**Appointment of Damian Rigatti to the Board of Health**

**RESOLUTION: 101-2017**

**ADOPTED: pending**

**WHEREAS**, The Council of the Borough of High Bridge, Hunterdon County, New Jersey, wishes to make the General Appointments for the vacant positions of the Board of Health members and,

**WHEREAS**, Damian Rigatti has accepted to fill a vacant seat on the Board of Health,

**NOW, THEREFORE**, The Mayor and Council of the Borough of High Bridge, Hunterdon County, New Jersey, hereby approve Damian Rigatti to the full time seat on the Board of Health expiring 12/31/2018.

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

**Appointment of Tom Wescoe to Planning Board / Board of Adjustment Alternate 2**

**RESOLUTION: 102-2017**

**ADOPTED: pending**

**WHEREAS**, The Council of the Borough of High Bridge, Hunterdon County, New Jersey, wishes to make the General Appointments for the vacant position of Planning Board / Board of Adjustment members and,

**WHEREAS**, Tom Wescoe has accepted to fill the vacant, alternate 2 seat on the Planning Board / Board of Adjustment,

**NOW, THEREFORE**, The Mayor and Council of the Borough of High Bridge, Hunterdon County, New Jersey, hereby approve Tom Wescoe to the position of alternate 2 on the Planning Board / Board of Adjustment expiring 12/31/2017.

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

**BUDGET INTRODUCTION**

**RESOLUTION: 075-2017**

**ADOPTED: March 9, 2017**

**WHEREAS**, the local municipal budget is required to be introduced for the year of 2017;

**WHEREAS**, the public hearing on the budget is to be held on April 13, 2017; and

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Borough of High Bridge, in the County of Hunterdon and State of New Jersey that the following budget be introduced and read by title for 2017.

**Borough of High Bridge  
County of Hunterdon  
State of New Jersey**

**RESOLUTION TO AMEND BUDGET**

**Resolution 103-2017**

**Adopted: pending**

WHEREAS, the local municipal budget for the year 2017 was introduced on the 9th day of March 2017,

WHEREAS, the public hearing on said budget has been held as advertised, and

THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of High Bridge, County of Hunterdon that the following amendments to the approved budget of 2017 be made:

<u>Recorded Vote</u>	Ayes (	Nays (	<u>Abstained</u> (
(Insert Last Names)	(	(	(
	(	(	<u>Absent</u> (

8. General Appropriations

(A) Operations-Within "CAPS"

GENERAL GOVERNMENT

Insurance: General Liability	116,150.00	126,150.00
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Public and Private Programs Offset by Revenues

PUBLIC WORKS FUNCTIONS:

Miscellaneous Other Expenses	216,458.00	206,458.00
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Total Operations Items 8A within "CAPS"	3,586,954.52	3,586,954.52
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9. Total General Appropriations	5,966,533.01	5,966,533.01
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BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services for his or her certification of the local municipal budget so amended. This amendment was introduced and adopted on the 13th day of April, 2017.

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

**Authorize Bid Specifications and Issuance of an RFP for Solitude House Caretaker**

**RESOLUTION: 094-2017**

**TABLED TO: April 13, 2017**

**WHEREAS**, the Borough of High Bridge is in need of the following service(s), and

**WHEREAS**, the Mayor and Council of the Borough of High Bridge have reviewed the proposed Solitude House Caretaker lease bid specifications, and

**WHEREAS**, the Mayor and Council of the Borough of High Bridge have need to advertise the aforementioned bid specifications,

**NOW, THEREFORE, BE IT REOLVED** by the Mayor and Council of the Borough of High Bridge, in the County of Hunterdon and the State of New Jersey, hereby authorizes the bid specifications and authorizes the issuance of a Request for Proposals for the following service(s):

- Solitude House Caretaker

**Borough of High Bridge  
County of Hunterdon  
State of New Jersey**

**RESOLUTION: 104-2017**

**ADOPTED: pending**

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**Approval of Raffle Licenses**

**WHEREAS**, the High Bridge Schools PTO wishes to hold an off premises 50/50 Raffle on Saturday, May 20th, 2017 and

**WHEREAS**, the four copies of the Application have be submitted with the appropriate fees for the Borough and the State, and proof of Registration with the State, and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of High Bridge, in the County of Hunterdon, State of New Jersey, that the High Bridge Schools PTO, contingent upon approval by the State, may hold their raffle on May 20, 2017, 9:00 am to 12:00 pm on Main Street, High Bridge NJ.

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

**AWARD OF CONTRACT RBZ ENTERPRISES STREETScape DESIGN  
PHASE II**

**RESOLUTION: 105-2017**

**ADOPTED: pending**

**WHEREAS**, Resolution #58-2015 adopted February 12, 2015 authorized RBZ Enterprises to prepare engineering designs for Streetscape Phase II; and

**WHEREAS**, additional design work is necessary due to revisions required by NJ DOT;

**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 awards to RBZ Enterprises, PO Box 5074 Clinton, NJ 08809 in the amount of \$6,000.00 for the revisions to the design of Streetscape Phase II.

I, Bonnie Ann Fleming, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from: Streetscape #30920302

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Bonnie Ann Fleming  
Chief Financial Officer

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

**ENDORSEMENT OF THE MUNICIPAL RECYCLING TONNAGE GRANT APPLICATION AND  
DESIGNATION OF RECYCLING COORDINATOR/ASSISTANT COORDINATOR**

**RESOLUTION: 106-2017**

**ADOPTED: pending**

**WHEREAS**, the Mandatory Source Separation and Recycling Act, P.L. 1987, c. 102, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

**WHEREAS**, it is the intent and spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and expand existing programs; and

**WHEREAS**, the New Jersey Department of Environmental Protection is promulgating recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

**WHEREAS**, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

**WHEREAS**, a resolution authorizing this municipality to apply for the 2016 Recycling Tonnage Grant will memorialize the commitment of this municipality to recycling and indicate the assent of the Borough Council of the Borough of High Bridge to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

**WHEREAS**, JoAnn Fascenelli of Lebanon Township shall be designated the 2016 Recycling Coordinator for an annual rate of \$510.00 with Jennifer Harrington assisting in the preparation and filing of the completed reports for the Borough of High Bridge for an annual rate of \$2,040.00.

**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 the Borough of High Bridge hereby endorses the submission of a Municipal Recycling Tonnage Grant Application to the New Jersey Department of Environmental Protection, Office of Recycling and designates JoAnn Fascenelli, 2016 Recycling Coordinator, and Jennifer Harrington, Assistant Recycling Coordinator for the Borough of High Bridge, 97 West Main Street, High Bridge, New Jersey, 08829, to ensure that the said Application is properly filed.

**ATTEST:**

Adam Young  
Acting Municipal Clerk

Mark Desire  
Mayor

**Borough of High Bridge  
County of Hunterdon  
State of New Jersey**

**RESOLUTION: 107-2017**

**ADOPTED: pending**

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**Utility Rates**

**WHEREAS**, Chapter 407-35 of the Code of the Borough of High Bridge The Mayor and Council is hereby authorized to establish by resolution the charges and fees for water and incidental services from time to time.

**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 as follows:

1. WATER UTILITY METERED RATES: Pursuant to Section 35, charges for the residential use of water in metered service shall be as follows:
  - (1) Up to the first 1,000 gallons: \$50.00 per thousand gallons or any part thereof.
  - (2) Next 14,000 gallons: \$4.50 per thousand gallons or any part thereof.
  - (3) Next 35,000 gallons: \$7.40 per thousand gallons or any part thereof.
  - (4) Over 50,000 gallons: \$10.00 per thousand gallons or any part thereof.
  
2. WATER UTILITY METERED RATES: Pursuant to Section 35, charges for the commercial use of water in metered service shall be as follows:
  - (1) Up to the first 1,000 gallons: \$100.00 per thousand gallons or any part thereof.
  - (2) Next 5,000 gallons: \$10.00 per thousand gallons or any part thereof.
  - (3) Next 10,000 gallons: \$5.65 per thousand gallons or any part thereof.
  - (4) Next 15,000 gallons: \$7.25 per thousand gallons or any part thereof.
  - (5) Over 30,000 gallons: \$6.92 per thousand gallons or any part thereof.

**BE IT FURTHER RESOLVED** by the Mayor and Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey in accordance with Ordinance 325-3 the solid waste rate shall be as follows:

1. The fixed cost for Solid Waste Disposal shall be set at \$60.00 per quarter

**BE IT FURTHER RESOLVED** by the Mayor and Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey in accordance with Ordinance 303-7 the Sewer Rates shall be as follows:

1. The fixed cost for sanitary sewer service shall be set at \$70.00 per quarter
2. The treatment rate per 1,000 gallons of water shall be \$4.45

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

**SELF-EXAMINATION OF BUDGET RESOLUTION  
*[as required by DCA]***

**RESOLUTION 108-2017**

**ADOPTED: pending adoption**

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the Borough of High Bridge has been declared eligible to participate in the program by the Division of Local government Services, and the Chief Financial officer has determined that the local government meets the necessary conditions to participate in the program for the 2017 budget year.

NOW THEREFORE BE IT RESOLVED by the governing body of the Borough of High Bridge that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
  - a. Payment of interest and debt redemption charges
  - b. Deferred charges and statutory expenditures
  - c. Cash deficit of preceding year
  - d. Reserve for uncollected taxes
  - e. Other reserves and non-disbursement items
  - f. Any inclusions of amounts required for school purposes.
2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).
3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
4. That pursuant to the Local Budget Law:

- a. All estimates of revenue are reasonable, accurate and correctly stated,
- b. Items of appropriation are properly set forth
- c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.

5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.

6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

Approved:

Vote recorded as follows:

*Borough of High Bridge*  
HUNTERDON COUNTY, NEW JERSEY

**CERTIFICATION OF APPROVED BUDGET**

It is hereby certified that the Approved Budget complies with the requirements of law and approval is given pursuant to N.J.S.A. 40A:4-78(b) and N.J.A.C. 5:30-7.

It is further certified that the municipality has met the eligibility requirements of N.J.A.C. 5:30-7.4 and 7.5, and that I, as Chief Financial Officer, have completed the local examination in compliance with N.J.A.C. 5:30-7.6.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer

This certification form and resolution of the governing body executing such certification should be annexed to the adopted budget (N.J.A.C. 5:30-7.6(e))

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

**Volunteer Tuition Credit Program participation**

**RESOLUTION 109-2017**

**ADOPTED: pending adoption**

A Resolution for the Mayor and Common Council of the Borough of High Bridge to support and participate in the Volunteer Tuition Credit Program (P.L. 1998, c. 145)

WHEREAS, the Mayor and Common Council of the Borough of High Bridge in the County of Hunterdon, deems it appropriate to enhance the recruitment and retention of volunteer firefighters and emergency medical volunteers in the Borough of High Bridge, and

WHEREAS, the State of New Jersey has enacted P.L. 1998, c. 145 which permits municipal governments to allow their firefighting and emergency medical volunteers to take advantage of the Volunteer Tuition Credit Program at no cost to the municipal government

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council of the Borough of High Bridge in the County of Hunterdon that the Volunteer Tuition Credit Program as set forth in P.L. 1998, c.145 is herewith adopted for the volunteer firefighters and emergency medical volunteers in the municipality; and

BE IT FURTHER RESOLVED, that the Borough Administrator is herewith delegated the responsibility to administer the program and is authorized to enter into all agreements and to maintain files of all documents as may be required under the P.L. 1998, c. 145, a copy of which is herewith made part of this resolution.



1000 Bishops Gate Blvd. Ste 300  
Mt. Laurel, NJ 08054-5404

t1.800.444.4554 Opt.2  
f1.800.777.3929

March 27, 2017

Mr. Mark Desire, Mayor  
High Bridge FPSA  
97 West Main St  
High Bridge, New Jersey, 08829

RE: High Bridge Fpsa, Hunterdon County, New Jersey  
Public Protection Classification: 04/4Y  
Effective Date: July 01, 2017

Dear Mr. Mark Desire,

We wish to thank you and Chief Jeffrey Smith for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision- making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things -- the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."

- Communities graded with single "9" or "8B" classifications will remain intact.
- Properties over 5 road miles from a recognized fire station would receive a class 10.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

*Alex Shubert*

Alex Shubert

Manager -National Processing Center

cc: Mr. Frank Mazza, Mayor, HIGH BRIDGE, HUNTERDON  
Mr. Harry Heller III, Communications Supervisor, Hunterdon County Communications Center  
Mr. Michael Hann, Public Works Director, High Bridge Water Department  
Chief Jeffrey Smith, Chief, High Bridge Fire Department



# Hunterdon County Agriculture Development Board

Hunterdon County Administration Building #1

Route 12 County Complex

PO Box 2900

Flemington, New Jersey 08822-2900

March 24, 2017

Dear Hunterdon County Agriculture Community Representatives,

Disseminating information to Hunterdon County's agriculture community remains a top priority for the County Agricultural Development Board and its staff; however, the list of recipients for CADB monthly meeting packets continues to increase. While we view this growth as a great opportunity to keep partners informed and engaged, careful consideration from our office has determined that monthly materials will no longer be sent by mail. Instead, this information will be distributed digitally via monthly emails and made available for view/download on our website, (<http://www.co.hunterdon.nj.us/cadb.htm>). We believe the benefits of a digital network are many and will facilitate timelier access to materials, allot even more time during comment periods, and convey news and updates in real-time, just to name a few.

In light of this change, we ask each municipality, organization, or community member to fill out the attached form and email it to [SPena@co.hunterdon.nj.us](mailto:SPena@co.hunterdon.nj.us) at your earliest convenience to ensure no lapse in CADB monthly information. Please note that a failure to respond will result in the removal of any email addresses we have as part of our current distribution list, as we will assume the email is inactive or that you no longer wish to receive these materials.

Hard copies of this letter will be sent via mailing address, and to any email addresses we have on file to ensure all those currently receiving packets will be informed of the change. Additionally, sign in sheets will be available at all future CADB meetings to add your name to our digital distribution list at a later time.

As with all changes, there is an acclimation period, and we appreciate your cooperation as we make this adjustment together. In cases where there is no email address, requests can be made each month for a paper copy of the agenda to be sent by U.S. mail. Paper copies of other agenda materials will be made available with advanced notice for pick-up at the monthly CADB meetings.

Thank you again for your cooperation and patience as we transition into a digital means of information distribution. We thank you for your continued commitment to agriculture in Hunterdon County.

Respectfully,

*Melanie J Mason*

Melanie J Mason  
Hunterdon County CADB Staff



Telephone: (908) 788-1490 / Telecopier: (908) 788-1662  
<http://www.co.hunterdon.nj.us/cadb.html>

# Hunterdon County Agriculture Development Board

Hunterdon County Administration Building #1

Route 12 County Complex

PO Box 2900

Flemington, New Jersey 08822-2900

Dear Mrs. Pena,

In response to the letter dated March 27, 2017 regarding electronic delivery of Hunterdon's CADB agenda please add the below individuals to the updated distribution list.

Name	Email	Organization	Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Please send to: [Spena@co.hunterdon.nj.us](mailto:Spena@co.hunterdon.nj.us)



Telephone: (908) 788-1490 / Telecopier: (908) 788-1662  
<http://www.co.hunterdon.nj.us/cadb.html>



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

Perryville III Corporate Park  
53 Frontage Road, Suite 110  
Hampton, NJ 08827  
T: 908.238.0900  
F: 908.238.0901  
www.maserconsulting.com

## MEMORANDUM

**To: Bonnie Fleming, CFO**

**From: William H. Burr, IV, P.E.**

**Date: March 29, 2017**

**Re: Improvements to Cregar Road (Section 5) – Final Payment #4  
Borough of High Bridge, Hunterdon County, NJ  
MC Project No. HIB-006**

---

Dear Mayor and Council Members:

The contractor, JTG Construction, Inc., has submitted a final payment request #4 with respect to Improvements to Cregar Road, Section 5. Please be advised that the contractor has performed the work under the original contract in a satisfactory manner.

Please find the original signed and sealed final payment application, as well as, the maintenance bond, affidavit of no liens and final certified payroll documents attached with this correspondence.

Upon review of this payment request and attached documents versus the work completed in the field, our office has no objection to the Borough processing Final Payment #4 to the contractor in the amount of \$39,656.58, for this project.

Should you have any questions regarding this memorandum, please do not hesitate to contact this office.

WHB/PTB/dw  
Attachments

Cc: Michael Pappas, Administrator  
Mayor & Council ✓

\\cngfas01\projects\hib\hib-006\correspondence\out\170321\_ptb\_jtg\_final payment #4.docx

**NOTICE TO BIDDERS  
REQUEST FOR SEALED BIDS  
LEASE OF SECOND FLOOR OF SOLITUDE HOUSE  
7 RIVER ROAD  
BOROUGH OF HIGH BRIDGE, NEW JERSEY**

Public notice is hereby given that the Borough of High Bridge acting as the owner of 7 River Road, High Bridge, New Jersey (the "Borough") is seeking bids from qualified individuals to lease the single family residence known as "Solitude House second Floor" located at the building owned by the Borough having an address of 7 River Road, High Bridge, New Jersey. The intent of this Request for Bid (RFB) is to select a caretaker/tenant for the residence.

The apartment will be available for inspection by prospective bidders, by appointment only, April 25<sup>th</sup>, 2017, between the hours of 10:00 AM and 2:00 PM. Appointments are to be made by contact Borough Administrator, Michael Pappas, at 908-638-6455 between the hours of 8:30 AM and 4:00 PM, Monday through Friday.

Minimum bid shall be in the form of in-kind services, inclusive of labor and materials, equivalent to at least \$1,300.00 monthly, \$15,600.00 annually. The Apartment is designated as Non-Smoking.

Sealed bids will be received and opened by the Borough on May 4<sup>th</sup>, 2017 at 12:00 PM, prevailing time, in the Borough Hall, 97 West Main St., High Bridge, NJ 08829.

Sealed bids will be received by mail or delivery service up until the date and time indicated above. However, the Borough will not be responsible for packages not arriving at the time and place designated, irrespective of the date and time the package was mailed, posted or left with a delivery service. The Bidder assumes any and all risk of late delivery of its Bid. Bids not received on time will be returned to the Bidder unopened. Specifications and Instructions to Bidders and Bid Forms may be obtained at the High Bridge Borough Hall, 97 West Main St., High Bridge, NJ 08829, during regular business hours. Bids will be on the Bid Forms provided in the manner designated therein and addressed to Adam Brown, Acting Borough Clerk, High Bridge Borough Hall, 97 West Main St., High Bridge, NJ 08829, and clearly marked on the outside "SEALED BID TO LEASE SOLITUDE HOUSE SECOND FLOOR."

All Bidders' questions must be in writing and are to be directed to the Borough Administrator, Michael Pappas, 97 West Main St., High Bridge, NJ 08829.

Bids may not be modified after submittal. Bidders may withdraw Bids at any time prior to the opening of Bids, by written request to be received prior to the time designated for Bid opening. No Bid may be withdrawn within sixty (60) days after Bid opening.

The Borough will award a contract or reject all Bids within sixty (60) days unless otherwise agreed by the parties.

The Borough reserves the right to reject any or all bids or to waive any informalities in any Bid received and to accept the Bid which in its judgment will best serve the interest of the Borough.

BY ORDER OF THE BOROUGH OF HIGH BRIDGE OF THE COUNTY OF HUNTERDON.

*Mark Desire*

By: Mark Desire, Mayor

Date: ( INSERT DATE )

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## DOCUMENT I - INSTRUCTIONS TO BIDDERS

### 1. INVITATION TO BID

A. Bids to lease the second floor of the residence known as "Solitude House Second Floor" located at 7 River Road, High Bridge, New Jersey (the "Premises") as described in the Notice to Bidders and as hereinafter described will be received. The Bids shall cover the rent to be paid to the Borough under the Lease Agreement to be entered into by the successful Bidder.

B. Before submitting a Bid, the Bidder shall become familiar with the Premises, the form of Lease Agreement and the Specifications. The Bidder shall investigate the Premises and make such examination thereof as may be necessary in order to determine whether the Premises are suitable for its proposed occupancy.

C. The minimum bid shall be in the form of in-kind repair services, inclusive of labor and materials, in lieu of Rent equivalent to at least \$1,300.00 per month. A security deposit of 1-1/2 months equivalent rent will be required.

D. The Borough of High Bridge reserves the right to accept or reject any or all Bids.

E. The Bid Documents include the Instructions to Bidders, Non-Collusion Affidavit, Affidavit Certifying No Gifts, Insurance Certification, Specifications and Schedules.

Bid Documents may be examined at the Borough of High Bridge, 97 West Main Street, High Bridge, New Jersey 08829, telephone 908-638-6455.

- (i) Bid Documents may be obtained from the Borough of High Bridge either hard copy or digitally.
- (ii) A shipping charge is required for each set if shipping of documents via standard delivery service is desired.

### 2. OBLIGATION OF BIDDER

A. At the time of the opening of Bids each Bidder will be presumed to have inspected the Premises and to have read and to be thoroughly familiar with Bid Documents. The failure or omission of any Bidder to receive or examine any form, instrument or document or to visit the Premises and acquaint itself with conditions there existing, shall not relieve any Bidder from any obligation with respect to its Bid.

### 3. QUALIFICATION OF BIDDERS

A. The Borough of High Bridge may make investigations as it deems necessary to determine the responsibility and qualifications of the Bidder and the ability of the Bidder to perform under the Lease Agreement. The Bidder shall furnish to the Borough of High Bridge all such information and data for this purpose. The Borough of High Bridge reserves the right to reject any bid if the evidence submitted by, or investigation of, such

Bidder fails to satisfy the Borough of High Bridge that the Bidder is properly qualified to carry out the obligations of the Lease.

#### 4. INTERPRETATIONS AND ADDENDA

A. The Bidder shall carefully examine the Bid Documents and the Premises and shall at once report to the Borough Representative in writing any errors, inconsistencies and ambiguities discovered.

B. No oral interpretations will be made to any Bidder as to the meaning of the Bid Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Borough of High Bridge, 97 West Main Street, High Bridge, New Jersey 08829, (telephone 908-638-6455) (fax 908-638-9374). Attention: Adam Young, Acting Borough Clerk. No inquiry received less than five (5) days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum or Bulletin, which, when issued, will be sent as promptly as is practicable to all persons to whom the Bid Documents have been issued. If a response to a submitted question is not issued in an Addendum, Bidders shall assume that no change to the Bid Documents is considered necessary or desirable in response to the question.

C. During the Bid period, the Project Representative may furnish Addenda or Bulletins for additions to or alterations of the Bid Documents. It shall be the responsibility of the Bidder to ascertain that it has received all Addenda and Bulletins issued, prior to submitting its bid.

D. All issued Addenda and Bulletins shall become part of the Bid Documents.

E. Any addendum to the bid specifications issued by the Borough of High Bridge will be advertised in the same manner as the original RFP.

F. Addenda will be sent by certified mail, overnight courier or certified facsimile transmission not later than five (5) days (Saturdays, Sundays and holidays excepted) before Bid opening, to all Bidders who have obtained Bid Documents from the Borough of High Bridge prior to the date of the last Addendum and to any Bidder who has submitted a Bid prior to the date of the last Addendum.

- (i). Addenda will be available for examination at the High Bridge Borough Hall, 97 West Main Street, High Bridge, New Jersey 08829.
- (ii). Bidders shall verify what Addenda have been issued during the period up until five (5) days (Saturdays, Sundays and holidays excepted) before Bid opening, shall examine all of these Addenda and shall reflect all of these Addenda in their Bids.
- (iii). All Addenda issued, whether or not received or examined by the Bidder, are part of the Bid Documents. Failure of the Bidder to receive or examine any Addendum shall not relieve the Bidder from any of the requirements of the Bid Documents.

## 5. PREPARATION OF BIDS

A. Enclose Bids in a sealed envelope, identified on the outside with name and address of Bidder and clearly marked on the outside "Lease for Solitude House Second Floor".

B. Bids shall be submitted on the Bid Form furnished by the Borough of High Bridge, properly filled out and duly executed. The Bid Form shall be provided by the Borough of High Bridge to Prospective Bidders who have picked up Bid Documents at least a week prior to the Bid Opening. Bid Forms shall not be altered or added to in any way. Rent amounts shall be filled in, in ink or typewritten, in both words and figures. In case of discrepancy, the amount described in words shall govern. All blank spaces in the bid form must be filled out or completed by the Bidder.

C. Bids must be made by individuals and his/her post office address shall be stated and he/she shall sign the Bid.

D. Bids not based on the Bid Documents (including all Addenda issued), Bids containing a qualification or exception to the requirements of the Bid Documents, conditional or uninvited alternative Bids, Bids that are not complete or properly signed or submitted in accordance with the requirements of the Bid Documents and Bids containing an alteration of a form or irregularity of any kind may be rejected.

E. Bid security made payable to the Borough of High Bridge in the amount of \$100.00 by either certified or cashier's check.

- (i) The successful Bidder's bid security will be retained until the Bidder has signed the Lease Agreement and furnished the required proof of insurance.
- (ii) The Borough of High Bridge reserves the right to retain the bid securities of the three highest responsive Bidders until three (3) days (Sundays and holidays excepted) after the awarding and signing of the Lease Agreement with the successful Bidder or until sixty (60) days after Bid opening, whichever occurs first.
- (iii) If a Bidder fails to enter into the Lease Agreement within ten (10) days after it has received notice of acceptance of its Bid, the Borough of High Bridge will retain that Bidder's bid security as liquidated damages, not as a penalty.

## 6. FORM OF LEASE AGREEMENT

A. The form of Lease Agreement between the Borough of High Bridge and the proposed tenant shall be the form of Lease Agreement included in the Bid Documents.

## 7. AWARD OF LEASE

A. Award, if made, will be to the Bidder which the Borough of High Bridge, in its sole discretion, deems to best meet the requirements and needs of the Borough of High

Bridge and the Lease Agreement shall be signed by parties thereto no later than ten (10) days after the notification of award of the Lease.

B. The Borough of High Bridge reserves the right to interview Bidders of its choice, after bids are received and opened, but prior to the Borough of High Bridge's completion of the evaluation of the Bids.

C. Award made to a Bidder not a resident of the State of New Jersey is conditioned upon Bidder designating a proper agent in the State on whom service can be made in the event of litigation.

D. The Borough of High Bridge reserves the right to reject any or all Bids, or to waive any informality in a bid, if it is in the interest of the Borough of High Bridge to do so.

E. Within ten (10) days after the Award of the Lease, the Bidder to whom the Lease is awarded shall be required to execute the Lease Agreement and deliver a letter from the Bidder's insurance company stating that the insurance company will issue the insurance policy or policies required under the Lease Agreement simultaneously with the commencement of the Lease term.

#### 8. FORMS

A. The Bid Form will be supplied by the Borough of High Bridge to all Prospective Bidders who have picked up Bid Documents at least one week prior to the Bid.

B. The following forms are included hereinafter for the use of the Bidder:

1. Bid Form
2. Non-Collusion Affidavit
3. Affidavit: No Gifts to Borough of High Bridge Employees, Etc.
4. Insurance Certification Form
5. Form of Lease Agreement
6. Repair Schedule

#### 9. NON-COLLUSION AFFIDAVIT

A. Bidder shall submit with its bid Non-Collusion Affidavit on form as bound herein.

#### 10. CONTRACT

A. As indicated in the Advertisement for Bids, it is intended to receive sealed Bids and to award: a Lease for the Premises.

#### 11. GENERAL RESERVATIONS

Bids may be rejected for reasons which include, but are not limited to, the following:

- A. Bids received after the submittal deadline specified in the cover letter will not be reviewed or considered.
- B. Bids not meeting the mandatory minimum qualifications.
- C. Bids not signed by an authorized representative of the Bidder.
- D. Bids containing false, misleading, or inaccurate statements or references.
- E. Bids which do not respond completely to the Request for Sealed Bids.

**END OF DOCUMENT I**

**DOCUMENT II  
BID FORM**

**TO LEASE SECOND FLOOR OF SOLITUDE HOUSE  
7 RIVER ROAD  
HIGH BRIDGE BOROUGH, NEW JERSEY**

TO: Borough of High Bridge  
Adam Young, Acting Borough Clerk  
97 West Main Street  
High Bridge, New Jersey 08829

1. Pursuant to and in compliance with your Notice to Bidders, the Instruction to Bidders and the other Bid Documents, the undersigned offers to lease the above-referenced living space, for an initial term of one (1) year, in accordance with the terms contained in the proposed form of Lease Agreement and for in-kind repair services in lieu of Rent of \$\_\_\_\_\_ per month (minimum of \$1,300.00 inclusive of labor and materials).

The Undersigned shall be required to provide a detailed schedule of work to be performed on a monthly basis for the term of the lease, 1 Year. Schedule shall include estimated cost of materials, labor hours and per hour labor cost.

The Undersigned shall also be obligated to pay utilities and other items to Landlord as provided in the proposed Lease Agreement.

In submitting this Bid, it is understood by the undersigned that the right is reserved by the Borough of High Bridge to reject the Bid.

Enclosed in this Bid is an affidavit in proof that the undersigned has not entered into collusion with other persons or entities in respect to this Bid or other bids for the Lease for which this Bid is submitted.

As indicated in the Instructions to Bidder, the following enclosures must be included in a Bid, and the absence of any of them shall be judged by the Borough of High Bridge to make the Bid incomplete and non-responsive. The Bidder shall check off each item below to confirm its enclosure in this Bid.

\_\_\_\_\_ a. Bid Security in the form of a certified or cashier's check in the amount of \$100.00.

\_\_\_\_\_ b. Non-Collusion Affidavit (Document III).

\_\_\_\_\_ c. Affidavit: Certifying No Gifts to Borough of High Bridge employees, etc. (Document IV).

\_\_\_\_\_ d. A Tenant Waiver/Release/Hold Harmless and Indemnification agreement signed by the Bidder is required. If the Bidder is awarded the Lease, the Tenant shall provide the Borough of High Bridge with a Certificate of Insurance showing evidence of

Tenant Insurance to protect their personal property and general liability coverage to protect them when guests of their own are on the premises. The Certificate of Insurance should name the Borough of High Bridge as an additional insured. The Tenant insurance limit can be at their own discretion but the general liability limit should be no less than \$500,000. The effective date of this policy shall be the same as the lease agreement effective date.

2. In submitting this Bid, it is understood by the undersigned that all Addenda issued during the bid period, whether or not received or examined by the undersigned, are part of the Bid Documents, and will be part of the Lease Documents.

3. If this Bid is not accepted-within sixty (60) days of Bid opening, the undersigned's Bid security shall be returned in accordance with the provisions set forth in the Instruction to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

4. The undersigned hereby represents that it:

- a. has carefully studied the Bid Documents and compared them with each other, and has understood the Bid Documents fully; and
- b. has made this Bid in accordance with the Bid Documents and N.J.S.A. 40A:12-14; and
- c. has carefully examined the Premises; and
- d. has determined that the Premises are suitable for its purposes; and
- e. has discovered no error, inconsistency or ambiguity in the Bid Documents that the Bidder has not reported to the Borough Representative in writing; and
- f. has no question about the proposed Lease Documents and how they are to be interpreted and construed that has not been submitted to the Borough Clerk in writing, has no objections to the proposed Lease Documents and takes no exception to the proposed Lease Documents; and
- g. is familiar with the requirements of applicable law, statutes, ordinances, building codes, rules and regulations affecting the Premises; and
- h. has reviewed the form of Lease Agreement and has no objection to it, and further has reviewed the insurance requirements in detail with its insurance company and will be able to provide the required insurance.

This Bid may be withdrawn prior to the time established for opening of Bids or any authorized postponement of that time, only by written request to the Borough of High Bridge received prior to Bid Opening. This Bid may not be withdrawn within sixty (60) days after Bid Opening.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**END OF DOCUMENT II**



(Type or print name of Affiant)

(Seal)

Subscribed and sworn to before me

This \_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**END OF DOCUMENT III**



This day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of  
My Commission Expires \_\_\_\_\_

**END OF DOCUMENT IV**

**DOCUMENT V**

**INSURANCE CERTIFICATION**

(NOTE: THE BIDDER, IF SELECTED, MUST PROVIDE A CERTIFICATE OF INSURANCE WITH AN EFFECTIVE DATE COINCIDING WITH THE LEASE AGREEMENT)

This Tenant Waiver/Release/Hold Harmless and Indemnification agreement must be signed if Bidder is selected.

**TENANT WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

1. Tenant shall voluntarily waive, release and hold harmless the Borough of High Bridge, its Mayor and Council, officers, employees, agents and other volunteers from any and all claims, causes of action and damages for bodily injury or death that Tenant may suffer as a result of, or in any manner connected with, directly or indirectly, the tenant lease at the Solitude House..

2. Tenant shall defend, hold harmless and indemnify the Borough of High Bridge, its Mayor and Council, officers, employees, agents and other volunteers, from and against all damages, claims, liabilities, causes of action, judgments, settlements, costs and expenses (including, but not limited to, reasonable expert witness and attorney fees) that may at any time arise or be claimed by any person as a result of bodily injury, death or property damage, or as a result of any other claim or cause of action of any nature whatsoever.

I have read, fully understand and agree to the assumption of risk, waiver, release, hold harmless and indemnification terms set forth above.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print name of Affiant)

Subscribed and sworn to before me  
This    day of            , 20\_\_.

\_\_\_\_\_  
Notary Public of  
My Commission Expires \_\_\_\_\_

If the Bidder is awarded the Lease, the Tenant shall provide the Borough of High Bridge with a Certificate of Insurance showing evidence of Tenant Insurance to protect their personal property and general liability coverage to protect them when guests of their own are on the premises. The Certificate of Insurance should name the Borough of High

Bridge as an additional insured. The Tenant insurance limit can be at their own discretion but the general liability limit should be no less than \$500,000. The effective date of this policy shall be the same as the lease agreement effective date.

**END OF DOCUMENT V**

**DOCUMENT VI  
FORM OF LEASE AGREEMENT**

This Lease is made on \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN**, \_\_\_\_\_, the Tenant, presently located at 7 River Road Solitude House, Second Floor, High Bridge, New Jersey 08829

**AND**, THE BOROUGH OF HIGH BRIDGE, a municipal corporation of the State of New Jersey, the Landlord, located at 97 West Main Street, High Bridge, New Jersey 08829.

The Tenant agrees to provide repair services, in lieu of rent, to the Landlord and the Landlord agrees to lease to the Tenant, the single family residence known as "Solitude House Second Floor", located at 7 River Road in the Borough of High Bridge, County of Hunterdon and State of New Jersey, and to be occupied by the Tenant. The Landlord's agent under this Lease shall be the Borough Administrator or such other person as directed in writing by the Landlord.

The Tenant acknowledges that the first floor of the "Solitude House" is currently vacant but may be utilized as a historic museum containing artifacts of the Borough of High Bridge and open to the public, as well as for special meetings and special events.

**1. TERM.** The term of this Lease begins on \_\_\_\_\_ and ends on \_\_\_\_\_.

**2. RENT.** The value of in-kind services for the term is \$ \_\_\_\_\_ The Tenant agrees to provide in-kind repair services as follows: \$ \_\_\_\_\_ per month. In the event in-kind repair work is not completed as scheduled, the Tenant agrees and shall pay the equivalent in the form of rent. All payments must be made to the Landlord at the Landlord's address listed above.

**3. SECURITY DEPOSIT.** The Tenant deposited of \$ \_\_\_\_\_ at the time of the prior lease signing with the Landlord as security that the Tenant will comply with all the terms of this Lease. If the Tenant complies with the terms of this Lease, the Landlord will return this deposit within 30 days after vacating or the end of the Lease, including any extension or renewal. The Landlord may use as much of the deposit as necessary to pay for damages resulting from the Tenant's occupancy. If this occurs prior to the Lease termination, the Landlord may demand that the Tenant replace the amount of the security deposit used by the Landlord. If the Landlord sells or transfers the property, the Landlord may transfer the deposit to the new owners for the Tenant's benefit. The Landlord will notify the Tenant of any sale of the property or transfer of the deposit. The Landlord will then be released of all liability to return the security deposit. The Landlord will comply with the Rent Security Law (N.J.S.A. 46:8-19 et seq.). This includes depositing the above listed security deposit in an interest bearing account and notifying the Tenant, in writing, of the name and address of the banking institution and the account number. Interest due the Tenant will be paid to the Tenant annually, as required by law. The Tenant's security deposit shall be maintained in an interest bearing account at the Investors Bank, located at 55 Old Highway 22, Clinton, New Jersey 08809.

**4. USE OF PROPERTY.** The Tenant may use the Second Floor Residence Unit of the Solitude House only as a private residence for only the persons whose names appear at the beginning of the Lease as the "Tenant". The Tenant may park up to two motor vehicles (that is, a car and / or SUV or pick-up truck) in or about or near the leased premises in the place as designated by the Landlord, and such vehicles shall only be used for their private, personal use. The Tenant will not keep, park or maintain in or about the leased premises or Borough property, any commercial vehicle, nor any motor vehicle which is not currently registered, or which is owned by someone other than the Tenant.

The Tenant acknowledges that the leased premises are part of the Solitude Village Historic Complex, and as such, no alteration of any fixture or structure or the property shall be permitted without the prior written approval of the Landlord.

The Tenant shall be permitted the use of 115V window air conditioners provided that the installation of the units will not damage any windows or window frames and do not cause any overloading of the circuit breaker / fuse system servicing the structure.

**5. PETS.** No pets shall be permitted without written consent from the landlord.

**6. UTILITIES.** The Tenant shall pay for electric, phone, gas, and all other utilities. The Borough provides the heat, sewer/solid waste, water usage and treatment charges.

The Landlord, at its cost and expense, shall provide lawn maintenance (weekly grass cutting during the growing season, fall leaf raking as determined solely by the Landlord) and snow removal from the driveway and general parking area designated for the Tenant. Tenant shall remove snow and ice from walk ways.

**7. EVICTION.** If the Tenant does not comply with the agreed upon in-kind schedule, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Lease and for all causes allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term to whatever extent such is allowed by the law. The Tenant must also pay all costs, including reasonable attorney fees related to the eviction and collection of any monies owed the Landlord, along with the costs of re-entering, re-renting, cleaning and repairing the residence. Rent or in-kind services received from any new Tenant will reduce the amount owed the Landlord. The term "eviction" means the same as "re-entry" as set forth in the New Jersey Eviction Statute, N.J.S.A. 2.2A:18-61.1(e). Any and all charges referred to herein, or in any part of this Lease are additional rents.

**8. PAYMENTS TO LANDLORD.** If the Tenant fails to comply with the terms of this Lease, the Landlord may take any required action and charge the cost, including reasonable attorney fees, to the Tenant. Failure to pay such costs upon demand is a violation of this Lease. The costs referred to herein are additional rent.

**9. CARE OF THE RESIDENCE.** The Tenant has examined the residence, including the living quarters, all facilities and appliances and is satisfied with its present physical condition. The Tenant agrees to maintain the property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Tenant must pay for all repairs, replacements and damages caused by the act or neglect of the Tenant as additional rent and such also includes any damages caused by the Tenant's household members, any permitted pets, or any guests of the

Tenant or his household members. The Tenant will remove all personal property from the residence at the end of this Lease. Any property that is left becomes the property of the Landlord and may be thrown out.

The Landlord shall maintain the building and all utility systems servicing the said building to include the annual servicing of the oil burner and testing with adjustments for maximum efficiency. The Tenant shall give prompt notice of any malfunction in a system or deficiencies, including non-sealing doors and windows or ground water infiltration, and the Landlord shall take such remedial actions as soon as possible after receiving the said notice. There shall be no abatement of any rental installment unless such deficiency exceeds seven calendar days, and then in that event, such abatement shall be pro-rated on a daily basis until the repair or remediation is made in the Landlord's sole discretion.

**10. INTERRUPTION OF SERVICES.** The Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for any reason beyond the Landlord's control.

**11. ALTERATIONS.** The Tenant must get the Landlord's prior written consent to do anything to the residence. Alterations, additions and improvements become the Landlord's property. Landlord has no duty to paint the residence. If Tenant makes permitted alterations, he must restore the residence to the condition it was in when the tenancy began, at the sole cost of the Tenant.

**12. COMPLIANCE WITH LAWS.** The Tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering this residence in part.

**13. NO WAIVER BY LANDLORD.** The Landlord does not give up any rights by accepting rent/in-kind services or any portion thereof or by failing to enforce the terms of this Lease.

**14. NO ASSIGNMENT OR SUBLETTING OR OCCUPANCY BY OTHERS.** The residence may not be occupied by anyone other than the Tenant. The Tenant may not sublet the residence nor may Tenant assign this Lease.

**15. COMPLIANCE WITH LOCAL RECYCLING REGULATIONS.** The Tenant shall comply with all recycling regulations of the Municipality and they shall be liable for any fines upon failure to comply with the recycling regulations or any other Municipal Ordinances or Regulation.

**16. DAMAGE TO THE PREMISES.** If the residence becomes damaged by fire or some other casualty, the Landlord has the right to either repair the damage or not. If the Landlord decides not to repair, then there is no liability against the Landlord for anything and there is no liability against the Tenant except to provide in-kind services/pay rent for the time the residence was occupied. If the damage resulted from any act or omission of the Tenant, his household members and/or guests or visitors, then the Tenant is responsible for any and all damages as additional rent on demand. The Landlord carries no insurance covering loss to Tenant's belongings and Tenant is responsible for securing his own insurance protection against loss to his/her belongings by fire or other cause.

**17. INSURANCE.** Tenant shall purchase at their own cost and expense, liability insurance on their personal property and for any damages or losses or personal injury caused to themselves or others on the said property, and shall indemnify and hold harmless the Landlord from any claim for such liability, and shall name the Borough of High Bridge as an additional insured. The Tenant shall supply copy of the policy prior to taking occupancy. The Borough of High Bridge retains the right to have its carrier determine the acceptability of the tenant's coverage to ensure the Borough is adequately protected. Failure to provide such documentation by the Tenant shall automatically nullify this lease and provide the Landlord with immediate ability to notice the Tenants to vacate this property.

**18. BAD CHECKS.** Tenant agrees that a charge of 20.00 will be made for any return of any check submitted to the Landlord by any bank and then returned unpaid for any reason, with the charge being additional rent, payable with the next installment of rent, or deductible from the Tenant's security deposit.

**19. TENANT ACCOUNT.** All payments made by Tenant will first be applied to any past due balance and/or charges as per Lease agreement and balance, if any, applied to current rent.

**20. RIGHTS ON VACATING.** On the termination of the tenancy, such as by eviction, expiration of the Lease and/or Tenant moving out for any reason, or the Tenant being removed by eviction, the Tenant and/or his household members and/or visitors leave anything in the residence, Landlord will hold such property for 30 days, but without any liability for any loss or damage to such property. If the Tenant and/or his household members do not claim such property within 30 days it becomes abandoned and the Landlord can do anything he wants with such property. In addition, the Tenant must pay

the Landlord storage charges for keeping the property for the time the Landlord keeps it will, as well as the cost of moving the property from the residence to where the Landlord may store the property for the time he has it.

**21. PROPERTY LEFT OUTSIDE THE RESIDENCE.** Anything that is left outside the residence by anybody is assumed to be abandoned and may be thrown out or disposed of in any way by the Landlord.

**22. TENANT TO OBEY ALL LAWS.** No Tenant or his guests may do anything in the residence/house or on the grounds of which the residence is part, which is against any law or regulation of the Landlord or the Municipality where the residence is located, or the County or the State or the United States.

**23. RE-ENTRY.** If the Tenant and/or guests or visitors violate any terms of this Lease, then the Landlord has the right of re-entry. The term "re-entry" is a legal term referred to in N.J.S.A. 2a:18-61.1(e), which is a statute enacted by the State of New Jersey regulating the rights of landlords and tenants. The term "re-entry", in this section and in any part of this Lease, refers to and means the right of re-entry referred to in the Statute discussed in this section.

**24. SOLICITING.** Nobody, whether or not a Tenant, its guests or invitees, may conduct any type of commercial business, nor may solicit for anything on the premises of the Landlord.

**25. SIGNS, ETC.** Neither the Tenant and/or guests or visitors, may put out a sign or projection (such as a TV or radio dish) in or out of any of the windows or exteriors of the residence without Landlord's prior written consent. Nor may any clothes, curtains, etc., be hung out of or extend from the residence.

**26. NO FIRE RISKS.** Tenant must neither do anything nor keep anything that does or might increase fire insurance rates or violate any laws about fires or regulations of any fire department or any other Municipal Officials. Likewise, neither Tenant nor Tenant's guests or visitors may do anything or keep anything that is a fire risk. At no time may anyone, including but not limited to Tenant, disturb or in any way tamper with any smoke and/or fire alarm. Smoke detectors shall be supplied by the Landlord and maintained in operating condition by the Tenant.

**27. VALIDITY OF LEASE.** If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in full force and effect.

**28. PARTIES.** The Landlord and the Tenant are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

**29. ENTIRE LEASE.** All promises the Landlord has made are contained in this written Lease. This Lease can only be changed by an agreement, in writing, by both the Tenant and the Landlord.

**30. ADDITIONAL AGREEMENTS.** In the following sections, "we" means the Landlord, "you" means the Tenant and "us" means both the Landlord as Tenant. We may cancel this Lease by giving you (a) Three days notice if the building is damaged, is unlivable, and it is anticipated that it cannot be repaired within 30 days of the date of the notice; (b) Four days notice, if it is found that any of the information you set forth in the application you filled out to rent the residence was or is incorrect, since we relied on that information when we rented you the residence; (c) If you do not move out when this Lease ends or is canceled or your tenancy is terminated, we may, bring dispossess proceedings against you; (d) If you do not leave the residence in good condition, normal wear and tear excluded, when you move out, you will pay on demand all costs of doing any work required to restore the premises.

**31. ENTRY BY LANDLORD.** The Landlord may enter the residence/house at any reasonable hour to inspect, repair, decorate or alter the residence upon at least 24 hours advance notice, unless access is required due to an existing emergency. During the last 60 days of this Lease, the Landlord may show the residence to prospective tenants between 9:00 A.M. and 7:00 P.M., including Saturdays, Sundays and holidays. The Landlord may place "For Rent", "For Sale" and similar signs anywhere on the land where the residence/house is located. If the Tenant refuses access to the Landlord, then Tenant is responsible for all losses that result, including attorney fees and such may be charged as additional rent.

**32. QUIET ENJOYMENT.** The Tenant may live in and use the residence without interference subject to the terms of this Lease. The Landlord is not responsible for any disturbances caused by any other invitees, visitors or guests to the Solitude Village Historic Complex of which the residence is a part. The property is owner occupied and accordingly the Landlord shall strictly enforce the "quiet enjoyment" provisions under this contract.

**33. SUBORDINATION.** The Lease and the Tenant's rights are subject and subordinate to present and future mortgages on the premises which include the residence. The Landlord may execute any papers on the Tenant's behalf as the Tenant's attorney in fact to accomplish this.

**34. HAZARDOUS USE.** The Tenant will not keep anything in the residence which is dangerous, flammable, explosive or might increase the danger of fire or any other hazard, or any part of the residence complex. **The residence is being leased as a non-smoking property.** Therefore, any and all smoking shall be conducted outside the structure of the property.

**35. INJURY OR DAMAGE.** The Tenant will be responsible for any injury or damage caused by the act or neglect of the Tenant, the Tenant's household members or their visitors. The costs of any such damage or injury must be immediately paid by the Tenant on demand, as additional rent.

**36. RENEWALS AND CHANGES IN LEASE.** The Landlord may begin to market and show the apartment 90 days before the termination of the existing lease. This lease will be bid annually.

**37. NOTICES.** Any notice required by this Lease will be served or made as follows: to the Tenant by regular mail addressed to the Tenant at the address of the residence; to the Landlord by regular mail, at the address of the Landlord at Borough Administrator, 97 West Main Street, High Bridge, New Jersey 08829.

**38. MOVING OUT BEFORE END OF LEASE.** If the Tenant moves out of or otherwise abandons the residence before the end of the term of this Lease, then the Landlord has the right and duty to find a new tenant for the residence. Until the Landlord finds a new tenant for the residence, the Tenant must pay all rents that would have been paid if the Tenant had not moved out of or otherwise abandoned the residence. In addition to the rent, the Tenant must pay all of the expenses incurred by the Landlord in re-renting the residence, including advertising costs, broker's fees and attorney fees and costs. The Tenant agrees that the Tenant will not claim any set-off if the Landlord re-rents the residence at a rent higher than the Tenant had been paying before the Tenant moved out of or otherwise abandoned the residence.

**39. NON-LIABILITY OF LANDLORD.** The Landlord will not be liable to anyone if there is a change in the condition of the residence, regardless of the reason for the change and regardless of whether the injury is to person or property. This provision may be limited by law, but the Landlord does not voluntarily agree to the limitation imposed by law.

**40. CONDEMNATION.** If the residence is condemned, or taken for some purpose of condemnation, then all payments made to Landlord because of the condemnation, are the property of the Landlord. If such condemnation occurs, then this Lease then ends and the liability of the Tenant for rent will only be for the time the Tenant actually occupies the residence. Landlord will not be liable to Tenant for anything because of the condemnation.

**41. APPLIANCES.** If the residence includes a stove, refrigerator, microwave and ceiling fans/lights, or any other fixture owned by the Landlord, then the Tenant shall maintain these appliances and fixtures in good working order during and upon termination of this tenancy.

**42. DEFAULT.** If Tenant violates any terms of this Lease in any way and the Landlord incurs any expenses as a result, including attorney fees, then the Tenant must pay all such expenses on demand as additional rent. The term "expenses" includes attorney fees and costs, but is not limited to any specific type of expense; every type of expense is included.

**43. NON-LIABILITY FOR PERSONAL PROPERTY OF TENANT.** The Landlord is not liable for any loss of or damage to any personal property of Tenant, members of

Tenant's household or guests or visitors, and Tenant specifically acknowledges same, and has purchased insurance as previously set forth.

**44. FURTHER NON-LIABILITY OF LANDLORD.** The Landlord is not responsible for any injury to Tenant and/or his household members and/or guests from any latent defect, overflow, seepage or leakage of water. Likewise, Landlord is not responsible for property damage from such causes or by theft or otherwise, and Tenant specifically acknowledges same, and has purchased insurance as previously set forth.

**45. GENERAL NON-LIABILITY OF LANDLORD.** The Landlord is not responsible for failure to provide or do anything he is required to provide or do if such failure was caused by conditions beyond Landlord's control.

**46. LANDLORD DISCLOSURE STATEMENT.** Attached hereto and made a part of this Lease is a Landlord Disclosure Statement for this residence/house. The Tenant hereby acknowledges receipt of same.

**47. TENANT ACKNOWLEDGMENT.** By signing this Lease, the Tenant acknowledges that he has read this Lease and understands this Lease.

#### **RULES AND REGULATIONS.**

You must follow Rules and Regulations. If not, you will be evicted according to law.

a. No internal combustion engines may be in the building at any time nor may fuel or lubricants be kept in the building.

b. There shall not be any obstructions in any part of the building at any time.

c. No Tenants shall do any act that is against the laws of the Municipality or the State or the United States nor keep anything in their residence that is against said laws.

d. No screen doors or awnings shall be installed or used in the interior or exterior of the residence.

e. No article shall be fastened to, nor holes drilled, nor nails or screws driven into the wall or partitions of the building, nor shall the walls or partitions be painted, papered or otherwise covered, or in any way marked or broken, without the written consent of the Landlord. Existing holes drilled, nails, screws in the walls or partitions of the building or painting or papering as a result of previous tenancies are excepted.

f. Everybody must dispose of all trash, garbage etc., in the manner that the Landlord directs and when they direct.

g. All tenants must give the Landlord a key for any lock on the residence and the Landlord is expressly given permission to enter the residence whenever the Landlord is of the opinion that access is needed for an emergency, and the opinion of the Landlord is unquestioned and unquestionable. By signing this Lease, Tenant expressly allows the Landlord access to the residence at any time and for such reason.

h. No locks may be placed on the residence or any part of the residence without the written permission of the Landlord.

i. The Tenant and his household members shall not conduct any business or profession on the premises or in or from the residence.

j. No record player, TV, radio, etc., may be played in such a manner or at such level as to bother anyone else in the proximity of the residence.

k. The Landlord may impose new Rules and Regulations at any time, on notice to the Tenant. If such occurs, then such new Rules and Regulations have the same effect as if they were originally part of this Lease. In the event that the Tenant determines that the new Rules and Regulations are unacceptable or interfere with the residential tenancy, the Tenant shall have the right to terminate the Lease upon 60 days advance written notice to the Landlord.

l. Whenever any terms in this Lease is in the singular or the plural, it has the same effect on anyone whose rights and/or duties are governed by such term; the same applies regardless of the gender of any term in this Lease.

WITNESS:

LANDLORD: The Borough of High Bridge

\_\_\_\_\_

By: Mark Desire, Mayor

TENANT(S):

\_\_\_\_\_

\_\_\_\_\_

**SPECIFICATIONS FOR LEASE OF SECOND FLOOR OF SOLITUDE HOUSE  
7 RIVER ROAD, HIGH BRIDGE, NEW JERSEY**

**A. SUMMARY OF LEASE**

The Borough of High Bridge acting as a landlord (hereinafter referred to as the "Borough" or the "Borough of High Bridge"), in compliance with NJSA 40A:12-14, seeks competitive bids to secure a lease agreement with a suitable tenant for the second floor of Solitude House located at 7 River Road, High Bridge, New Jersey 08829. The lease agreement shall require repair services in lieu of rent to be completed on a monthly basis and for additional rent (as defined in the lease agreement) to also be paid monthly. The lease agreement shall require a term of one (1) year. The attached schedules are a part of these specifications unless indicated otherwise.

**B. DESCRIPTION OF PREMISES**

The rental space is located within the Solitude House building owned by the Borough of High Bridge located at 7 River Road, High Bridge, New Jersey. The space is currently occupied by a residential tenant.

**C. INFORMATION TO BE SUBMITTED**

The following minimum information must be included in the numerical order presented below:

1. Transmittal Letter- The transmittal letter shall be signed by any owner, managing partner, or other person authorized to sign on behalf of the Bidder.
2. Table of Contents - The bid shall also include a Table of Contents, Index or other document which clearly identifies the material contained in the bid by section and page number.

Answer the following specific questions and provide the requested information in your bid.

- a. Have you ever failed to comply with any lease agreement?
- b. Are there any judgments, claims, arbitration proceedings or lawsuits pending or outstanding against you?
- c. Have you filed any lawsuits or requested arbitration with regard to any lease within the last five (5) years?

- d. Has any owner made a claim against you which has resulted in arbitration or litigation within the past five (5) years?
- e. Have you been convicted of a crime, or are you presently the target of any criminal or administrative investigation.
- f. Have you filed for bankruptcy or made an assignment for the benefit of creditors or have admitted in writing your inability to pay your debts or been declared insolvent?

If the answer to any question is yes, please provide details.

- 3. Liability Insurance - Demonstrate that the Bidder can comply with the insurance requirements: See Paragraph 17 of the Lease Agreement.
- 4. References
  - a. Submit a listing of all residential premises that you have rented within the past five years. Include in this list the location of the leased space and the name, address and telephone number of the owner of the leased space.
  - b. In addition to the owners of the leased space listed under a. above, submit the name, telephone number and addresses and contact person of at least three (3) references.

**END OF DOCUMENT VI**

**DOCUMENT VII**

**REPAIR SCHEDULE SPECIFICATIONS FOR LEASE OF SECOND FLOOR OF SOLITUDE HOUSE  
7 RIVER ROAD, HIGH BRIDGE, NEW JERSEY**

MONTH	Description of work to be completed	Material Cost	Labor Hours	Hourly Labor Cost	Total Value
Month One					
Month Two					
Month Three					
Month Four					
Month Five					
Month Six					
Month Seven					
Month Eight					
Month Nine					
Month Ten					
Month Eleven					
Month Twelve					

**END OF DOCUMENT VII**

**List of Bills - (All Funds)**

Vendor	Description	Account	PO Payment	Check Total
<b>CURRENT FUND</b>				
2020 - ADAM YOUNG	PO 24171 CLERK - OE - EDUCATION - MILEAGE RE		342.40	
10512025	Municipal Clerk-OE-Education/Training	342.40		342.40
1331 - AMERIGAS	PO 23862 HEATING FUEL - PROPANE - RESCUE SQU		670.57	
10545021	Propane - Rescue Squad	670.57		670.57
1331 - AMERIGAS	PO 23863 HEATING FUEL - PROPANE - FIRE HOUSE		237.04	
10545023	Propane - Firehouse	237.04		237.04
2025 - BANK OF AMERICA	PO 23807 BUILDINGS & GROUNDS/WATER/SPECIAL E		30.00	
10510025	General Admin-OE-Education/Training	30.00		30.00
46 - CALIFON LUMBER	PO 24040 BUILDINGS & GROUNDS / DPW - OE -		170.48	
10517040	Buildings & Grounds - New Boro Hall	12.45		
10529025	Dept. of Public Works-OE-Equipment/Hdwr	158.03		170.48
98 - CLINTON NAPA	PO 23996 DPW - OE - VEHICLE REPAIR		515.61	
10529028	Dept. of Public Works-OE-Vehicle Repair	515.61		515.61
987 - COMCAST	PO 23849 INTERNET/PHONE - BOROUGH HALL - ACC		259.57	
10510120	INTERNET	99.90		
10544121	Telephone - Boro Hall	159.67		
10510120	PO 23850 INTERNET/PHONE - FIRE DEPT - ACCT #		254.62	
10544124	INTERNET	109.95		
10544124	Telephone - Fire	144.67		
10510120	PO 23851 INTERNET/PHONE - RESCUE SQUAD - ACC		225.28	
10544123	INTERNET	109.95		
10544123	Telpehone - Squad	115.33		
10510120	PO 23852 POLICE - INTERNET - 2017 - A/C 0957		369.10	
10510120	INTERNET	115.71		
10544126	Telephone - Police	253.39		1,108.57
2210 - CONSTELLATION NewENERGY, INC	PO 23566 STREET LIGHTING - DEC 2016 - CUST I		526.89	
10543520A	(2016) STREET LIGHTING	504.24		
10543024A	(2016) Electricity - DPW	16.47		
10543022A	(2016) Electricity - Fire	6.18		526.89
2210 - CONSTELLATION NewENERGY, INC	PO 24014 STREET LIGHTING - JAN 2017 - CUST I		526.28	
10543520	STREET LIGHTING	503.65		
10543024	Electricity - DPW	16.45		
10543022	Electricity - Fire	6.18		526.28
835 - CRISTAL ASSOCIATES LLC	PO 23925 BUILDNGS/GROUNDS - OE - MISC JANITO		126.50	
10517059	Buildings & Grounds - Janitorial	126.50		126.50
1789 - TREASURER, STATE OF NEW JERSEY	PO 24174 RESERVE - VITAL STATS - MARRIAGE RE		50.00	
101404	RESERVE - VITAL STATS	50.00		50.00
2061 - DIRECT DEVELOPMENT, LLC	PO 24164 NEWSLETTER - PRODUCTION		672.00	

**List of Bills - (All Funds)**

Vendor	Description	Account	PO Payment	Check Total
10141739	CLEAN COMMUNITIES		672.00	672.00
73 - EASTSIDE SERVICE, INC	PO 24151 POLICE - OE - VEHICLE REPAIR 14-11			42.49
10524028	Police Department-OE-Vehicle Repair	42.49		
	PO 24152 POLICE - OE - VEHICLE REPAIR 14-16			155.82
10524028	Police Department-OE-Vehicle Repair	155.82		
	PO 24153 POLICE - OE - VEHICLE REPAIR 14-10			72.04
10524028	Police Department-OE-Vehicle Repair	72.04		
	PO 24162 POLICE - OE - VEHICLE REPAIR 14-15			253.70
10524028	Police Department-OE-Vehicle Repair	253.70		524.05
160 - ELIZABETHTOWN GAS	PO 23853 HEATING - BOROUGH HALL - ACT#655639			491.37
10544721	Heating - Boro Hall	491.37		
	PO 23856 HEATING - BORO GARAGE - ACCTS # 503			868.57
10544722	Heating - Garage	868.57		1,359.94
2278 - ESSEX COUNTY REGISTRARS ASSOC	PO 24133 CLERK - OE - EDUCATION - ADAM YOUN			25.00
10512025	Municipal Clerk-OE-Education/Training	25.00		25.00
2133 - FINCH FUEL OIL CO.	PO 23860 DPW - GASOLINE ACCT #45007-02			1,762.00
10544621	Gas	1,762.00		1,762.00
714 - FLEMINGTON DEPARTMENT STORE	PO 24144 POLICE - OE - UNIFORMS			112.75
10524033	Police Department-OE-Uniforms/Clothing	112.75		
	PO 24150 POLICE - OE - UNIFORMS / CLOTHING			330.00
10524033	Police Department-OE-Uniforms/Clothing	330.00		442.75
1679 - GPANJ	PO 24045 FINANCE - OE - EDUCATION - JENN HAR			255.00
10513025	Financial Admin-OE-Education/Training	255.00		255.00
1282 - GRAINGER	PO 24149 BUILDINGS & GROUNDS - NEW BORO HALL			391.77
10517040	Buildings & Grounds - New Boro Hall	391.77		391.77
92 - GREENBAUM ROWE SMITH & DAVIS LLP	PO 24137 LEGAL			5,775.00
10515566	Legal-OE-General Borough Matters	3,990.00		
10515589	Legal-OE-COAH	175.00		
10515583	Legal-OE-OPRA	245.00		
10515560	Legal-OE-Municipal Meetings	1,365.00		5,775.00
1496 - HARRINGTON, JENNIFER	PO 24166 FINANCE - OE - CONFERENCE REIMBURSE			277.38
10513024	Financial Admin-OE-Conferences/Seminars	277.38		277.38
1477 - HIGH BRIDGE BUSINESS ASSOC.	PO 24088 ECONOMIC DEVELOPMENT - PA SYSTEM CO			200.00
10527020	ECONOMIC DEVELOPMENT	200.00		200.00
473 - HUNTERDON COUNTY MUNIC. CLERK'S	PO 24134 MUNICIPAL CLERK - OE - DUES			15.00
10512023	Municipal Clerk-OE-Dues/Membership	15.00		15.00
111 - HUNTERDON MILL & MACHINE	PO 24145 PARKS & PLAYGROUNDS - BATTING CAGES			35.17
10529099	Dept. of Public Works-OE-Misc.	35.17		35.17

**List of Bills - (All Funds)**

Vendor	Description	Account	PO Payment	Check Total
2064 - IMAGE SYSTEMS FOR BUSINESS INC 10517123	PO 23924 BUILDINGS & GROUNDS - POLICE BLDG - BUILDINGS & GROUNDS-COPIER LEASE		144.00	144.00
90 - JCP&L 10543027	PO 23864 SOLITUDE HOUSE - 7 & 9 RIVER ROAD A Electricity - Solitude Museum/Garage	18.19		18.19
10543520	PO 23865 ELECTRIC - SPRINGSIDE - ACCT#100050 STREET LIGHTING	11.68		11.68
10543520	PO 23866 STREET LIGHTING - MAIN STREET - STR STREET LIGHTING	32.34		32.34
10543520	PO 23867 STREET LIGHTING - SHOP E - 1 WASHIN STREET LIGHTING	11.93		11.93
				<b>74.14</b>
90 - JCP&L 10543520	PO 23870 STREET LIGHTING - MAR 2017 - ACCT#2 STREET LIGHTING	2,456.88		
10543025	Electricity - Boro Hall	269.86		
10543026	Electricity - Library	48.20		
10543024	Electricity - DPW	104.27		
10543034	Electricity - Washington Ave.	36.06		
10543022	Electricity - Fire	535.16		
10543031	Electricity - Rt 513	7.20		
10543021	Electricity - Rescue Squad	330.77		
10543032	Electricity - Boro Commons	3.32		
10543027	Electricity - Solitude Museum/Garage	13.46		
10543033	Electricity - Bridge Street	10.60		
10543023	Electricity - Police	492.17		<b>4,307.95</b>
978 - JODI McKINNEY 10517122	PO 24121 BUILDINGS & GROUNDS - OFFICE EQUIP BUILDINGS & GROUNDS-OFFICE EQPMT REPAIRS		280.00	280.00
976 - LOWE'S 10517059	PO 24022 BLDGS&GRDS/DPW/WATER - MISC EQUIPME Buildings & Grounds - Janitorial	42.64		42.64
1398 - MASER CONSULTING PA 10518033	PO 24034 PLANNING BOARD - OE - ENGINEERING Planning Board-OE-Engineering	357.50		357.50
1398 - MASER CONSULTING PA 10141730	PO 24089 PLAN CONFORMANCE GRANT - HIB026 PLAN CONFORMANCE GRANT	2,076.25		2,076.25
426 - MCMANIMON ,SCOTLAND, & BAUMANN LLC 10515579	PO 24136 LEGAL - OE - BOND Legal-OE-Bond Counsel	600.20		600.20
146 - MGL PRINTING SOLUTIONS 10514521	PO 24139 TAX COLLECTOR - OE - OFFICE SUPPLIE Tax Collector-OE-Office Supplies	33.50		33.50
214 - NJ ADVANCE MEDIA 10511032	PO 23998 ADVERTISING - ACCT #1160892 ADVERTISING	221.37		221.37
208 - NJ POLICE TRAFFIC OFFC ASSOC 10524023	PO 24123 POLICE - OE - DUES Police Department-OE-Dues/Membership	50.00		50.00
157 - NJ STATE LEAGUE OF MUNICIPALITIES	PO 23913 ADMIN - 2017 MEMBERSHIP / BULLETIN		454.00	

**List of Bills - (All Funds)**

Vendor	Description	Account	PO Payment	Check Total
10511020	MAYOR AND COUNCIL: OTHER EXPENSES		454.00	454.00
157 - NJ STATE LEAGUE OF MUNICIPALITIES	PO 24157 ADMIN - OE - PRINTED MATERIAL - MIC			30.00
10510027	General Admin-OE-Printed Material	30.00		30.00
1371 - OLD YORK HEATING & COOLING, INC	PO 23538 BUILDINGS & GROUNDS - FIRE HOUSE /			1,300.00
10517093A	(2016) Buildings & Grounds - Fire House	1,300.00		1,300.00
1495 - PRAXAIR DISTRIBUTION, INC	PO 23959 DPW-OE-MISC- CUSTOMER #71761637 - 1			50.65
10529025	Dept. of Public Works-OE-Equipment/Hdwr	50.65		50.65
1765 - RUDERMAN & GLICKMAN, PC	PO 23543 LEGAL - OE - SPECIAL COUNSEL			600.00
10515565A	(2016) Legal-OE-Special Counsel	600.00		600.00
189 - RUTGERS CTR FOR GOV SERVICES	PO 24035 DPW - OE - EDUCATION - RICK ROLL			913.00
10529024	Dept. of Public Works-OE-Conferences/Ses	913.00		913.00
189 - RUTGERS CTR FOR GOV SERVICES	PO 24068 ADMIN - OE - EDUCATION - MICHAEL PA			888.00
10510025	General Admin-OE-Education/Training	888.00		888.00
2266 - SILLIMAN CONSULTING, LLC	PO 24084 POLICE - OE - EQUIPMENT REPAIR			250.00
10524031	Police Department-OE-Equipment Repair	250.00		250.00
1586 - TIRPOK GROUP, INC	PO 24146 POLICE - OE - UNIFORMS / CLOTHING			41.05
10524033	Police Department-OE-Uniforms/Clothing	41.05		41.05
1657 - VALCOPY SERVICES, INC	PO 23923 BUILDINGS & GROUNDS - BORO HALL OFF			279.89
10517123	BUILDINGS & GROUNDS-COPIER LEASE	279.89		279.89
934 - VALIC FINANCIAL ADVISORS, INC.	PO 24111 LOSAP - 2016			25,900.00
10526520	LOSAP CONTRIBUTION	25,900.00		25,900.00
1500 - VERIZON WIRELESS	PO 23971 POLICE - OE - WIRELESS DEVICES - M			373.98
10524030	Police Department-OE-Wireless Devices	160.04		
10544127	TELEPHONE-POLICE-CELL PHONES	213.94		373.98
1500 - VERIZON WIRELESS	PO 23981 EMERGENCY MANAGEMENT - OE - AIRCARD			80.02
10525230	EMERGENCY MANAGEMENT: WIRELESS DEVICES	80.02		80.02
1500 - VERIZON WIRELESS	PO 23982 TELEPHONE - DPW - CELL PHONES ACC			98.42
10544128	TELEPHONE-DPW-CELL PHONES	98.42		98.42
1606 - W.B. MASON COMPANY	PO 24006 OFFICE SUPPLIES			111.09
10510021	General Admin-OE-Office Supplies	23.28		
10517121	BUILDINGS & GROUNDS-OFFICE SUPPLIES	87.81		111.09
1599 - WINNING TEAMS BY NISSEL LLC	PO 24163 DPW - OE - PARKS & PLAYGROUNDS - SP			623.20
10529099	Dept. of Public Works-OE-Misc.	623.20		623.20

**List of Bills - (All Funds)**

Vendor	Description	Account	PO Payment	Check Total
<b>DOG FUND</b>				
153 - NJ DEPT OF HEALTH & SENIOR SERVICES 231320	PO 24173 MARCH DOG FEES RESERVE FOR STATE DEPT OF HEALTH FEES		48.00	48.00
		48.00		48.00
<b>GENERAL CAPITAL FUND</b>				
2066 - RBZ ENTERPRISES, INC 30920302	PO 22534 CAPITAL - STREETScape - PHASE 2 - D ENG/LEGAL SECTION 20 COSTS		2,339.65	2,339.65
		2,339.65		2,339.65
<b>WATER UTILITY FUND</b>				
1148 - BUCKMAN'S INC. 60510053	PO 23928 WATER - OE - CHEMICALS WATER - OE - CHEMICALS		465.36	465.36
		465.36		465.36
249 - CENTURYLINK 60510097	PO 24024 WATER - 2017 - TELEPHONE CUST# 908 WATER - OE - TELEPHONE		49.04	49.04
		49.04		49.04
90 - JCP&L 60510098	PO 23882 WATER- STREET LIGHT - MAR 2017 - AC WATER - OE - ELECTRIC		2,361.46	2,361.46
		2,361.46		2,361.46
1694 - ONE CALL CONCEPTS, INC 60510099	PO 24043 WATER - OE - MISC - ONE CALL MESSAG WATER - OE - MISCELLANEOUS		55.00	55.00
		55.00		55.00
<b>SEWER UTILITY FUND</b>				
92 - GREENBAUM ROWE SMITH & DAVIS LLP 6251004201	PO 24138 LEGAL - TOC TOC-LEGAL-GREENBAUM		7,402.50	7,402.50
		7,402.50		7,402.50
111 - HUNTERDON MILL & MACHINE 62510052	PO 23995 WATER/SEWER -OE - PARTS SEWER - OE - HARDWARE & EQUIPMENT		59.68	59.68
		59.68		59.68
90 - JCP&L 62510098	PO 23895 SEWER- STREET LIGHTING - MAR 2017 - SEWER - OE - ELECTRIC		1,034.94	1,034.94
		1,034.94		1,034.94
<b>SOLID WASTE UTILITY FUND</b>				
2246 - DOWN 2 EARTH FARMS, LLC 64510080	PO 24117 SOLID WASTE - OE - RECYCLING - LEAV SOLID WASTE-OE-RECYCLING		1,975.00	1,975.00
		1,975.00		1,975.00
<b>DEVELOPER ESCROW TRUST FUND</b>				
1398 - MASER CONSULTING PA 7118538	PO 24118 ESCROW - FERNANDES - GATEWAY 20 MAIN-FERNANDES-PP01-2016		122.50	122.50
		122.50		122.50
1398 - MASER CONSULTING PA 7118544	PO 24119 ESCROW - ELIZABETHTOWN GAS - CREGAR ELIZABETHTOWN-CREGAR RD		1,657.50	1,657.50
		1,657.50		1,657.50
130 - MOTT MACDONALD	PO 24169 ESCROW - FERNANDES - HIGH BRIDGE GA		150.00	150.00

**List of Bills - (All Funds)**

Vendor	Description	Account	PO Payment	Check Total
7118538	20 MAIN-FERNANDES-PP01-2016	150.00		150.00
<b>SPECIAL EVENTS</b>				
1444 - FASTSIGNS	PO 24161 SOAP BOX DERBY 2017 - BANNER UPDATE		92.03	
781010	SOAP BOX DERBY	92.03		92.03
1477 - HIGH BRIDGE BUSINESS ASSOC.	PO 24087 SPECIAL EVENTS - PA SYSTEM CONTRIBU		200.00	
781001	COMMUNITY DAY	150.00		
781011	EASTER/FALL EVENTS	50.00		200.00
2178 - NATALIE FERRY	PO 24096 SPECIAL EVENTS - REIMBURSEMENT		98.66	
781011	EASTER/FALL EVENTS	88.28		
781010	SOAP BOX DERBY	10.38		98.66
2277 - RUSSELL PURSELL	PO 24132 SOAP BOX DERBY 2017 - ENTERTAINMENT		500.00	
781010	SOAP BOX DERBY	500.00		500.00
1911 - SWIFT FARMS LLC	PO 24147 SOAP BOX DERBY 2017 - HAY		800.00	
781010	SOAP BOX DERBY	800.00		800.00

TOTAL

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75,631.57

Total to be paid from Fund 10 CURRENT FUND	56,220.25
Total to be paid from Fund 23 DOG FUND	48.00
Total to be paid from Fund 30 GENERAL CAPITAL FUND	2,339.65
Total to be paid from Fund 60 WATER UTILITY FUND	2,930.86
Total to be paid from Fund 62 SEWER UTILITY FUND	8,497.12
Total to be paid from Fund 64 SOLID WASTE UTILITY FUND	1,975.00
Total to be paid from Fund 71 DEVELOPER ESCROW TRUST FUND	1,930.00
Total to be paid from Fund 78 SPECIAL EVENTS	1,690.69
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	75,631.57

**Checks Previously Disbursed**

9999	HIGH BRIDGE BOROUGH-PAYROLL	CASH	2,567.12	4/10/2017
9999	HIGH BRIDGE BOROUGH-PAYROLL	CASH	5,154.59	4/10/2017
9999	HIGH BRIDGE BOROUGH-PAYROLL	CASH	6,273.78	4/10/2017
9999	HIGH BRIDGE BOROUGH-PAYROLL	CASH	52,565.00	4/10/2017
9999	HIGH BRIDGE BOROUGH-PAYROLL	CASH	2,502.53	3/24/2017
9999	HIGH BRIDGE BOROUGH-PAYROLL	CASH	5,073.85	3/24/2017
9999	HIGH BRIDGE BOROUGH-PAYROLL	CASH	6,138.41	3/24/2017
9999	HIGH BRIDGE BOROUGH-PAYROLL	CASH	57,635.23	3/24/2017
			-----	
			137,910.51	

Total paid from Fund 10 CURRENT FUND	110,200.23
Total paid from Fund 60 WATER UTILITY FUND	12,412.19
Total paid from Fund 62 SEWER UTILITY FUND	10,228.44

List of Bills - (All Funds)

Vendor	Description	Account	PO Payment	Check Total
Total paid from Fund 64 SOLID WASTE UTILITY FUND	5,069.65			
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	137,910.51			
Total for this Bills List: <b>213,542.08</b>				