

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

Date: March 9, 2017 – 7:30 p.m. – Location: 97 West Main Street, High Bridge, NJ 08829

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**CALL TO ORDER: THE MAYOR CALLED THE MEETING TO ORDER**

**FLAG SALUTE: LED BY MAYOR**

**ROLL CALL:**

Councilman LoIacono, present; Councilwoman Shipps, present; Councilman Strange, present; Councilwoman Hughes, present; Councilman Stemple, absent; Council President Zappa, present; Mayor Desire, present. Also present were Attorney Barry Goodman, Administrator Michael Pappas, Acting Clerk Adam Young, Chief Bartman and seven members of the public and press. Councilwoman Lynn Hughes entered at 7:38 p.m.

**READING AND APPROVAL OF MINUTES: MINUTES – FEBRUARY 23, 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 February 23rd, 2017 minutes: Zappa; Second: Shipps  
Roll call vote: LoIacono, yes; Shipps, yes; Stemple, absent; Strange, yes; Hughes, absent; Zappa, yes;  
Results: 4 yes, motion passes

Motion to approve the February 23, 2017 minutes: Shipps; Second: Shipps  
Roll call vote: LoIacono, yes; Shipps, yes; Stemple, absent; Strange, yes; Hughes, absent; Zappa, yes;  
Results: 4 yes, motion passes

**VISITORS: NONE**

**PROCLAMATIONS/AWARDS:**

A. Earth Day – Mayor Desire read the Earth Day Proclamation

**PUBLIC COMMENTS: 5 MINUTES PER PERSON**

Nancy Hunt spoke about plans for the Taylor Wharton 275th celebration.

**PUBLIC HEARINGS:**

A. **Ordinance 2017-06**: Amending Section 601.E Establishment of Planning Board - Alternates

Motion to open the public hearing for **Ordinance 2017-06**: Zappa; Second, LoIacono  
Roll call vote: LoIacono, yes; Shipps, yes; Stemple, absent; Strange, yes; Hughes, yes; Zappa, yes;  
Results: 5 yes, motion passes

Council explained the proposed Ordinance to expand from two to four alternates for Planning Board.

Motion to close the public hearing for **Ordinance 2017-06**: LoIacono, Second, Strange  
Roll call vote: LoIacono, yes; Shipps, yes; Stemple, absent; Strange, yes; Hughes, yes; Zappa, yes;  
Results: 5 yes, motion passes

Motion to adopt **Ordinance 2017-06**: Shipps, Second, Strange  
Roll call vote: LoIacono, yes; Shipps, yes; Stemple, absent; Strange, yes; Hughes, yes; Zappa, yes;  
Results: 5 yes, motion passes

**B.** **Ordinance 2017-07:** Bond Ordinance for Improvements to Various Roads

Motion to open the public hearing for **Ordinance 2017-07:** Zappa; Second, LoIacono  
Roll call vote: LoIacono, yes; Shipps, yes; Stemple, absent; Strange, yes; Hughes, yes; Zappa, yes;  
Results: 5 yes, motion passes

Motion to close the public hearing for **Ordinance 2017-07:** LoIacono; Second, Hughes  
Roll call vote: LoIacono, yes; Shipps, yes; Stemple, absent; Strange, yes; Hughes, yes; Zappa, yes;  
Results: 5 yes, motion passes

Motion to adopt **Ordinance 2017-07:** LoIacono; Second, Strange  
Roll call vote: LoIacono, yes; Shipps, yes; Stemple, absent; Strange, yes; Hughes, yes; Zappa, yes;  
Results: 5 yes, motion passes

**DISCUSSION ITEMS:**

**A.** Request of an extension of leave without pay – Scott Hammel - Administrator Pappas spoke on the request by Mr. Hammel. Council discussed the want to extend the leave.

Motion to amend the agenda to add **Resolution 083-2017** - Request of an extension of leave without pay – Scott Hammel. Motion: Strange; Second: Hughes  
Roll call vote: LoIacono, yes; Shipps, yes; Stemple, absent; Strange, yes; Hughes, yes; Zappa, yes;  
Results: 5 yes, motion passes

Motion to approve **Resolution 083-2017** - Request of an extension of leave without pay – Scott Hammel. Motion: Hughes; Second: Shipps  
Roll call vote: LoIacono, yes; Shipps, yes; Stemple, absent; Strange, yes; Hughes, yes; Zappa, yes;  
Results: 5 yes, motion passes

**B.** Easement connecting the Commons Park to 71 Main Street – Still in the process of examining the documents.

**C.** Painted fire hydrants – Council discussed the request and would like the owner of the nearest hydrant being considered to be contacted.

**D.** Planning of 275<sup>th</sup> celebration – Council discussed the proposed date of October 14<sup>th</sup> and 15<sup>th</sup> along with planned activities.

Motion to amend the agenda to add **Resolution 084-2017** – 275<sup>th</sup> Taylor Wharton Celebration date  
Motion: Strange; Second: LoIacono  
Roll call vote: LoIacono, yes; Shipps, yes; Stemple, absent; Strange, yes; Hughes, yes; Zappa, yes;  
Results: 5 yes, motion passes

Motion to approve **Resolution 084-2017** – 275<sup>th</sup> Taylor Wharton Celebration date  
Motion: Strange; Second: Zappa  
Roll call vote: LoIacono, yes; Shipps, yes; Stemple, absent; Strange, yes; Hughes, yes; Zappa, yes;  
Results: 5 yes, motion passes

**E.** Borough events – An updated will be given at the next meeting.

**F.** Animal Control & Investigative Services, LLC contract - Attorney Goodman explained the options available for Council as it pertains to the change in the animal control contract.

Motion to amend the agenda to add **Resolution 085-2017** – Animal Control Officer contract  
Motion: Zappa; Second: Shipps  
Roll call vote: LoIacono, yes; Shipps, yes; Stemple, absent; Strange, yes; Hughes, yes; Zappa, yes;

Results: 5 yes, motion passes

Motion to approve **Resolution 085-2017** – Animal Control Officer contract

Motion: Hughes; Second: Shipps

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

Results: 5 yes, motion passes

Motion to amend the agenda to add **Resolution 086-2017** – Resolution Urging the State Legislature to approve A-1834/S-178 which requires the Department of Health to license additional angioplasty facilities, with at least one in each county. Motion: Lolocono; Second: Shipps

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

Results: 5 yes, motion passes

Motion to approve **Resolution 086-2017** – Resolution Urging the State Legislature to approve A-1834/S-178 which requires the Department of Health to license additional angioplasty facilities, with at least one in each county. Motion: Hughes; Second: Lolocono

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

Results: 5 yes, motion passes

**OLD BUSINESS: NONE**

**INTRODUCTION OF ORDINANCES:**

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

Motion to introduce **Ordinance 2017-08:** Lolocono; Second, Strange

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

Results: 5 yes, motion passes

Mayor Desire states that the **Ordinance 2017-08** shall be published in whole or summary in the Express Times and/or the Hunterdon County Democrat along with the Public Hearing date of April 13, 2017.

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

Motion to introduce **Ordinance 2017-09:** Shipps; Second, Zappa

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

Results: 5 yes, motion passes

Mayor Desire states that the **Ordinance 2017-09** shall be published in whole or summary in the Express Times and/or the Hunterdon County Democrat along with the Public Hearing date of March 23, 2017.

**NEW BUSINESS:**

**A. Resolution 075-2017** – Budget introduction – Public hearing of April 13, 2017.

Council discussed the summary of the budget.

Motion to approve **Resolution 075-2017** : Zappa; Second, Lolocono

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

Results: 5 yes, motion passes

**COUNCIL COMMITTEE: GOALS**

Mayor, member, or official	Department
Councilman Lolocono presented goals	Golf, Recreation
Councilwoman Shipps presented goals	Special Events, Economic Development, Newsletter, Website

## 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 076-2017	Change order – Cregar Road
Resolution 077-2017	Increase temporary budget
Resolution 078-2017	Length of Service Award Program
Resolution 079-2017	Rigid plastics and shredding event
Resolution 080-2017	Earth Day Proclamation
Resolution 081-2017	Special events fees updated – Salsa Night
Resolution 082-2017	Electronics Recycling Event

Motion to approve the consent agenda items (add “as amended” if needed): Zappa; Second: Lolocono  
Roll call vote: Lolocono, yes; Shipps, yes; Stemple, absent; Strange, yes; Hughes, yes; Zappa, yes;  
Results: 5 yes, motion passes

## WRITTEN COMMUNICATIONS:

- A.** Animal Control & Investigative Services, LLC communication
- B.** JTG change order
- C.** LOSAP list

## PUBLIC COMMENTS: 1 MINUTE PER PERSON

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

## LEGAL ISSUES: NONE

## BILL LIST:

Motion to amend the bill list to exclude the Animal Control contract payment of \$1600.00.

Motion: Lolocono; Second: Hughes

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

Results: 5 yes, motion passes

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

**Total Amount: \$222,769.23**

Motion to approve bill list: Zappa; Second: Strange

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

Results: 5 yes, motion passes

Councilwoman Shipps abstains from anything Police Department related.

## EXECUTIVE SESSION: NONE

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

Motion to adjourn: Lolocono, Second: Shipps

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

Results: 5 yes, motion passes

**Next Council Meeting:** March 23, 2017 - 7:30 pm – 97 West Main Street, High Bridge, NJ 08829

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

**Appoint honorary Administrators for the day**

**RESOLUTION: 096-2017**

**ADOPTED: pending**

**WHEREAS**, Arya Norberg, Kaschner Whyte, and Logan Zappa are students of the High Bridge Elementary School who participated in the visit to the Borough of High Bridge Borough Hall, and

**WHEREAS**, Arya Norberg, Kaschner Whyte, and Logan Zappa submitted essays about how the Borough helps them, and the public, and have been selected for recognition,

**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 approves the appointment of Arya Norberg, Kaschner Whyte, and Logan Zappa as honorary Assistant Administrators for March 23, 2017.

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

**APPOINTMENT OF MICHAEL DARMSTADT TO THIRD ALTERNATE  
MEMBER OF THE PLANNING BOARD / BOARD OF ADJUSTMENT**

**NUMBER: 097-2017**

**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 Member and,

**WHEREAS**, Michael Darmstadt has been nominated and has accepted to fill the vacant second alternate 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 Michael Darmstadt to the full time seat on the Planning Board / Board of Adjustment expiring December 31, 2018.

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

**PROCLAMATION**

**RESOLUTION: 088-2017**

**ADOPTED: pending**

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**PROCLAIM SUPPORT FOR ARBOR DAY**

**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce topsoil erosion by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

**WHEREAS**, trees in our borough increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of High Bridge that we do hereby proclaim Friday, April 28, 2017 as Arbor Day in the Borough of High Bridge, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

Borough of High Bridge  
County of Hunterdon  
State of New Jersey

PROCLAMATION

RESOLUTION: 095-2017

ADOPTED: pending

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PROCLAIM SUPPORT FOR 2017 UDrive. UText. UPay. Distracted Drive Crackdown  
April 1<sup>st</sup> to 21<sup>st</sup>, 2017

**Whereas**, distracted driving is a serious, life-threatening practice that is preventable; and

**Whereas**, distracted driving can result in injuries and deaths to all road users (motorists, pedestrians and bicyclists); and

**Whereas**, distracted driving occurs when drivers divert their attention away from the task of driving to focus on another activity instead; and

**Whereas**, in 2014 alone distracted driving-related crashes resulted in 3,179 deaths and 431,000 injuries on our nation's roads; and

**Whereas**, in New Jersey distracted driving was listed as a contributing circumstance in more than 800,000 crashes between 2010-2014; and

**Whereas**, the State of New Jersey will participate in the nationwide *Distracted Driving 2017 Crackdown* from April 1 - 21, 2017 in an effort to raise awareness and decrease driver distraction through a combination of enforcement and education; and

**Whereas**, the national slogan for the campaign is UDrive. UText. UPay; and

**Whereas**, a reduction in distracted driving in New Jersey will save lives on our roadways;

**Therefore**, be is resolved that the Council of the Borough of High Bridge declares it's support for the *Distracted Driving 2017 Crackdown* both locally and nationally from April 1 - 21, 2017 and pledges to increase awareness of the dangers of distracted driving.

**Introduced:** March 9, 2017

**Adopted:**

**Ordinance 2017-08  
BOROUGH OF HIGH BRIDGE  
COUNTY OF HUNTERDON  
STATE OF NEW JERSEY**

**CALENDAR YEAR 2017**

**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS  
AND TO ESTABLISH A CAP BANK - (N.J.S.A. 40A: 4-45.14)**

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to .5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

**WHEREAS**, the Borough Council of the Borough of High Bridge in the County of Hunterdon finds it advisable and necessary to increase its CY 2017 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the High Bridge Borough Council hereby determines that a 3.5 % increase in the budget for said year, amounting to \$116,792.82 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS**, the High Bridge Borough Council hereby determines that any amount authorized herein above that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW THEREFORE BE IT ORDAINED**, by the Borough Council of the Borough of High Bridge, in the County of Hunterdon, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2017 budget year, the final appropriations of the Borough of High Bridge shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$136,258.29, and that the CY 2017 municipal budget for the Borough of High Bridge be approved and adopted in accordance with this ordinance; and,

**BE IT FURTHER ORDAINED**, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Introduction:  
Adoption:

March 9, 2017

**ORDINANCE #2017-09  
BOROUGH OF HIGH BRIDGE  
COUNTY OF HUNTERDON  
STATE OF NEW JERSEY**

**ORDINANCE PROVIDING FOR A SPECIAL EMERGENCY  
APPROPRIATION IN THE AMOUNT OF \$25,000.00 BY THE  
BOROUGH OF HIGH BRIDGE, IN THE COUNTY OF HUNTERDON,  
IN THE STATE OF NEW JERSEY, TO FUND REVISION AND  
CODIFICATON OF ORDINANCES**

WHEREAS, N.J.S.A. 40A:4-53 provides that it shall be lawful to make a special emergency appropriation to finance the cost of expenses associated with the codification of ordinances; and

WHEREAS, the amount of \$25,000.00 has been determined as the amount needed to pay for the costs for work performed by General Code in the revision and codification of ordinances;

WHEREAS, the special emergency appropriation shall be provided for in succeeding annual budgets by the inclusion of at least 1/5 of the amount authorized pursuant to this act (N.J.S. 40A:4-55)

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED, BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGH BRIDGE, IN THE COUNTY OF HUNTERDON, STATE OF NEW JERSEY AS FOLLOWS:** *(not less than two-thirds of all governing members thereof affirmatively concurring):*

SECTION 1. Pursuant to N.J.S.A 40A:4-53, the Borough has determined and hereby authorizes a special emergency appropriation in the amount of \$25,000.00 for revision and codification of ordinances.

SECTION 2. A certified copy of the Ordinance, as finally adopted, shall be filed with the Director of the Division of Local Government Services.

SECTION 3. This Ordinance shall be effective upon adoption at the second reading, approval and publication in accordance with the law.

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

**Request of an extension of leave without pay – Scott Hammel**

**RESOLUTION 083-2017**

**ADOPTED: March 9, 2017**

**WHERE AS**, Scott Hammel has requested an extension of leave without pay into July, 2017.

**NOW, THEREFORE BE IT RESOLVED** The Mayor and Council of the Borough of High Bridge that Scott Hammel is granted an extension of leave without pay into July of 2017.

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

**AMENDMENT OF PROFESSIONAL SERVICE CONTRACT**

**RESOLUTION: 086-2017**

**ADOPTED: pending**

**WHEREAS**, a professional service contract was awarded to Bedard, Kurowicki & Co. by Resolution #56-2017 adopted January 12, 2017; and

**WHEREAS**, an audit for 2016 is required for the High Public Library and the LOSAP Program with an estimated cost totaling \$5,000.00; and

**WHEREAS**, a certification of funds available has been completed by the CFO for said additional work.

**NOW THEREFORE BE IT RESOLVED** that the Borough Council of the Borough of High Bridge, in the County of Hunterdon and State of New Jersey that the contract originally awarded to , Bedard, Kurowicki & Co. shall hereby be amended to include an additional \$5,000.00 for the 2016 High Bridge Public Library and LOSAP audit.

I, Bonnie Ann Fleming, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from 2017 Budget as introduced: Acct#10513520-Audit.



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Bonnie Ann Fleming  
Chief Financial Officer

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

**RESOLUTION: 087-2017**

**ADOPTED: pending**

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**Approval of Raffle Licenses**

**WHEREAS**, the North Hunterdon Youth Little League wishes to hold an off premises draw Raffle on June 11, 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 North Hunterdon Youth Little League, contingent upon approval by the State and the members of applicant who will be in charge of the games successfully meet the requirements for the determination of character, may hold their raffle on June 11, 2017, 11:00 am to 4:00pm at the Little League fields on Jericho Rd.

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

**PROCLAMATION**

**RESOLUTION: 088-2017**

**ADOPTED: pending**

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**PROCLAIM SUPPORT FOR ARBOR DAY**

**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce topsoil erosion by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

**WHEREAS**, trees in our borough increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of High Bridge that we do hereby proclaim Friday, April 28, 2017 as Arbor Day in the Borough of High Bridge, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

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

**AUTHORIZATION TO REFUND ESCROW MONEY**

**RESOLUTION: 089-2017**

**ADOPTED: pending**

**WHEREAS**, the application that was submitted to Planning Board for Block 2, Lot 22 on Fine Road has been withdrawn; and

**WHEREAS**, the escrow monies shall be returned to the applicant.

**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 refund said escrow accounts.

<b>APPLICANT</b>	<b>ACCOUNT #</b>	<b>AMOUNT</b>
Graybush, Richard	7113502	\$500.00

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

**RESOLUTION: 090-2017**

**ADOPTED: pending**

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**WHEREAS**, The Hunterdon County Board of Chosen Freeholders has approved an Open Space Trust Fund and established a Municipal Grants Program to provide Program Funds in connection with municipal acquisition of lands for recreation, conservation and general open space purposes, farmland preservation, preparation of plan elements of a municipal Master Plan and/or restoration of county-owned historic facilities.

The Governing Body of Borough of High Bridge desires to obtain Open Space Trust Funds in the amount of \$10,843.48 to fund the following project(s):

Lake Solitude Financing.

Now Therefore the Governing Body resolves that:

1. Bonnie Ann Fleming is authorized to: (a) make an application to the County of Hunterdon for Open Space Trust Funds, (b) provide additional application information and furnish such documents as may be required for the Municipal Grants Program and (c) act as the principal contact person and correspondent of the above named municipality.
2. If the County of Hunterdon determines that the application is complete and in conformance with the Hunterdon County Open Space, Farmland and Historic Preservation Trust Fund Plan and the Policies and Procedures Manual for the Municipal Grants Program adopted thereto, the municipality is willing to use the approved Open Space Trust Funds in accordance with such adopted policies and procedures, and applicable state and local government rules, regulations and statutes thereto.
3. The Honorable Mayor Mark Desire is hereby authorized to sign and execute any required documents and agreements with the County of Hunterdon for the approved Open Space Trust Funds.

# MUNICIPAL GRANTS PROGRAM APPLICATION

## Applicant Information

1. Name of Municipality: High Bridge Borough

Mailing Address: 97 West Main St., High Bridge, NJ 08829

Telephone No.: 638-6455

Telefacsimile No.: 638-4703

Email address: bfleming@highbridge.org

Chief Executive Officer: Mayor Mark Desire.

Principle contact person for this application: Bonnie Ann Fleming CFO/CTC

2. Has the municipality approved and implemented, and currently collecting revenue from an annual open space tax levy, pursuant to P.L. 1997, c. 24?  Yes  No.

If yes, has a Recreation Plan, Conservation Plan or Farmland Preservation Plan or sub-element of the municipal Master Plan been prepared?  Yes  No

Indicate Name and date of Plan: \_\_\_\_\_

## Project Information

3. Type of Project Application

Acquisition of land for public *Recreation and Conservation Purposes*

Acquisition of land for *Farmland Preservation Purposes*

Payment of *new* debt service or indebtedness incurred for eligible land acquisition

*Plan* element - indicate type: \_\_\_\_\_

Restoration of *County-owned historic facilities* - specify facility: \_\_\_\_\_

4. County Open Space Trust Funds requested: \$10,843.48

5. Refer to annual Open Space Trust Fund allocation(s), separately provided

Please indicate other funding sources for the project application in question

*Include all program sources and amount of funds:*

other state funds: NJEIT / Green Acres

other county funds: \_\_\_\_\_

another municipality/municipalities: \_\_\_\_\_

federal funds: \_\_\_\_\_

private: \_\_\_\_\_

other: \_\_\_\_\_

6. Project Title: Lake Solitude Acquisition

7. Complete the following for Land Acquisition Projects

**Property location and description:**

Municipal location: River Road/Nassau Road

Block 4.07	Block 7	Block 40	Block 40
Lot 1	Lot 1	Lot 2	Lot 11.01
Acres	Acres	Acres	Acres

Total area (in acres): 128

Has this acquisition been completed?  Yes  No

If yes, indicate date of acquisition: June 26, 2008

*Refer to page 12, Section II, 4.A.1.a) for payment conditions*

If no, indicate anticipated date of closing: \_\_\_\_\_

*Refer to page 13, Section II, 4.A.1.b) for payment conditions*

Do you intend to apply County Open Space Trust Funds toward the purchase of development rights through the SADC and/or CADB farmland preservation program?

Yes  No If yes, indicate program and review status: \_\_\_\_\_

*Refer to page 10, Section II, 2.C.1. for submission requirement*

Do you intend to apply County Open Space Trust Funds toward the purchase of land through the Green Acres Program?  Yes  No If yes, has the project received funding approval?  Yes  No If yes, indicate the assigned Project #: 1014-03-075

Please use the space below to describe the project's site characteristics; existing and/or intended use; any public access limitations or restrictions; and method of acquisition, i.e. fee simple or lesser interests such as a perpetual easement or permanent deed restriction. *Attach easement or restriction – if applicable*

The Lake Solitude parcel consists of a man-made lake, earthen dam and two existing dwellings. The property was acquired by taking in 2001. Appeals filed with the court have led to a settlement between the concerned parties. The property remains as open space. Remediation of the dam was completed in November 2012.

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Municipal location: \_\_\_\_\_

Block	Block	Block	Block
Lot	Lot	Lot	Lot
Acres	Acres	Acres	Acres

Description of facility

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Is the *County-owned historic facility* listed in Table 5 of the Hunterdon County Open Space, Farmland and Historic Preservation Trust Fund Plan? Refer to Section V, Exhibit C.  Yes  No

If no, does the facility in question meet the criteria for listing on the national or state register of historic places? Use the space below or use additional pages as needed & attach relevant documentation.

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Please describe the proposed restoration/rehabilitation undertaking below. Use the space below or use additional pages as needed. Refer to page 8, Section II, 1.C.III.

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## CERTIFICATION

I, Mayor Mark Desire, hereby certify that the information provided within this Municipal Grants Program application is accurate and complete.

Signature: \_\_\_\_\_  
Mark Desire, Mayor

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

### ✓ CHECKLIST OF ATTACHMENTS

- Completed application form
- Enabling resolution of the municipal Governing Body - see Attachment M-1
- Legible street map with site location clearly indicated (acquisition only)
- Copy of existing/current deed, including restrictions or encumbrances and utility easements, if any (acquisition only)
- Current owner(s) of record, including name and address (acquisition only)
- Existing/current land survey map, if available (acquisition only)
- Site location and explanation of any known environmental "areas of concern" (acquisition only)
- Copy of the Accepted Appraisal and summary review or certification by a governmental review agency, if available (acquisition only)
- Updated Open Space Inventory identifying all *Preserved Lands* in the municipality -see Attachment M-2\*
- Draft plan element of the municipal Master Plan, if available (plan projects only)
- Letter of support from the local historic preservation commission or committee (restoration of *County-owned historic facilities* only)
- Loan Repayment Refer to Section II. 1.,2, & 4 for other required submissions, as applicable

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\* Each municipality has been provided a regional Open Space map and a current Open Space Inventory ("OSI") compiled by the County Planning Board identifying all *Preserved Lands*. The current inventory should be reviewed, updated and re-submitted to the County Open Space Trust Fund Program – whether or not it is part of a Municipal Grants Program application request. The OSI will be periodically updated and retransmitted for review.



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

**RESOLUTION: 091-2017**

**ADOPTED: pending**

**Lien Redemptions**

**WHEREAS**, the High Bridge Tax Collector has received funds from a property owner(s) or other party of interest for redemption of a Tax Sale Lien(s), and

**WHEREAS**, lien holders are entitled to payment for redemption of the Tax Lien(s) upon receipt of funds by the Tax Collector, and

**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 High Bridge Tax Collector is hereby authorized to redeem said lien(s) and return applicable premiums in the following amount(s):

<u>TAX LIEN CERT NO.</u>	<u>BLOCK</u>	<u>LOT</u>	<u>LIEN HOLDER</u>	<u>AMOUNT</u>
#2015-013	30	4	BV001	\$29,232.02
Premium	30	4	BV001	\$28,600.00

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

**RESOLUTION: 092-2017**

**ADOPTED: pending**

**REFUND OUTSIDE DUTY ESCROW**

**WHEREAS**, the application for Police Outside Duty has been accepted and;

**WHEREAS**, a balance remains in the escrow account of this applicant, for which no further action is required and;

**WHEREAS**, the Chief of Police has acknowledged the work has been completed as directed;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of High Bridge, County of Hunterdon, State of New Jersey, that the monies held shall be refunded as follows:

<b>APPLICANT</b>	<b>ACCOUNT #</b>	<b>AMOUNT</b>
V-Comm	10141613	\$ 87.56

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

**Approval to submit grant application for Solitude House roof repairs**

**RESOLUTION 093-2017**

**ADOPTED: pending**

**WHEREAS**, the Hunterdon County Board of Chosen Freeholders has approved an Open Space, Recreation, Farmland and Historic Preservation Trust Fund and established a Historic Preservation Grant Program to provide County funds in connection with the acquisition of historic properties and the preservation of historic properties, buildings, structures facilities, sites, areas or objects, in Hunterdon County; and

**WHEREAS**, the Borough of High Bridge desires to further the public interest by obtaining funding in the amount of \$ 5206.25 from the County of Hunterdon to fund the following historic preservation project: *Roof repairs to The Solitude House* at a cost of \$5206.25.

**NOW, THEREFORE**, the governing body/board resolves that Mayor Mark Desire (*name of authorized official*) or the successor to the office of Mayor (*title of authorized official*) is hereby authorized to:

- (a) make application for such Historic Preservation Grant Funds,
- (b) provide additional application information and furnish such documents as may be required, and
- (c) act as the authorized correspondent of the above named applicant; and

**WHEREAS**, the County of Hunterdon shall determine if the application is complete and in conformance with the scope and intent of the Hunterdon County Open Space, Farmland and Historic Preservation Trust Fund Plan, adopted Freeholder Board Policies and the Procedures Manual for the Historic Preservation Grant Program adopted thereto, and notify the applicant of the amount of the funding award; and

**WHEREAS**, the applicant is willing to use the County funds in accordance with such adopted Policies and Procedures, and rules, regulations and applicable statutes;

**NOW, THEREFORE, BE IT FURTHER RESOLVED, BY THE** Council of the Borough of High Bridge

1. That the Mayor (*title of authorized official*) of the above named body or board is hereby authorized to execute any documents and agreements with the County of Hunterdon known as Solitude House roof repairs;
2. That the applicant has its share of funds, if required, in the amount of \$3,915.00;
3. That, in the event the County of Hunterdon's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;
4. That the applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
5. That this resolution shall take effect immediately.

**CERTIFICATION**

I, Acting Clerk Adam Young (*name and title of Secretary, Clerk or equivalent*) do hereby certify that the foregoing is a true copy of a resolution adopted by the Council of the Borough of High Bridge (*name of legal body or board*) at a meeting held on the twenty-third day of March, 2017.

**IN WITNESS WHEREOF**, I have hereunder set my hand and the official seal of this body this twenty-third day of March, 2017.

\_\_\_\_\_  
(*Signature of Secretary, Clerk or equivalent*)

**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**

**ADOPTED: pending**

**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

PROCLAMATION

RESOLUTION: 095-2017

ADOPTED: pending

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PROCLAIM SUPPORT FOR 2017 UDrive. UText. UPay. Distracted Drive Crackdown  
April 1<sup>st</sup> to 21<sup>st</sup>, 2017

**Whereas**, distracted driving is a serious, life-threatening practice that is preventable; and

**Whereas**, distracted driving can result in injuries and deaths to all road users (motorists, pedestrians and bicyclists); and

**Whereas**, distracted driving occurs when drivers divert their attention away from the task of driving to focus on another activity instead; and

**Whereas**, in 2014 alone distracted driving-related crashes resulted in 3,179 deaths and 431,000 injuries on our nation's roads; and

**Whereas**, in New Jersey distracted driving was listed as a contributing circumstance in more than 800,000 crashes between 2010-2014; and

**Whereas**, the State of New Jersey will participate in the nationwide *Distracted Driving 2017 Crackdown* from April 1 - 21, 2017 in an effort to raise awareness and decrease driver distraction through a combination of enforcement and education; and

**Whereas**, the national slogan for the campaign is UDrive. UText. UPay; and

**Whereas**, a reduction in distracted driving in New Jersey will save lives on our roadways;

**Therefore**, be is resolved that the Council of the Borough of High Bridge declares it's support for the *Distracted Driving 2017 Crackdown* both locally and nationally from April 1 - 21, 2017 and pledges to increase awareness of the dangers of distracted driving.

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

**RESOLUTION: 098-2017**

**ADOPTED: pending**

**AUTHORIZATION TO MEET IN EXECUTIVE SESSION**

**WHEREAS**, the Mayor and Council of the Borough of High Bridge seek to discuss the golf course lease and such other issues as are announced during the open session of the Council Meeting on March 23, 2017 that can be discussed in Executive Session; and

**WHEREAS**, pursuant to the provisions of N.J.S.A. 10:4-12b, matters concerning personnel, pending litigation, contracts and land acquisition may be discussed in sessions from which members of the public may be excluded; and

**WHEREAS**, the Mayor and Council are of the opinion that such discussions should, in the best interest of the citizens of the Borough of High Bridge, be held in Executive Session.

**WHEREAS**, the executive session minutes will be released if and as required by law, including as to (1) pending or anticipated contract negotiations in which the Borough is or may become a party, the purchase, lease or acquisition of real property, and the setting of banking rates or investment of public funds, after the contract is signed or it is clear that negotiations will not resume, (2) pending or anticipated litigation, after the conclusion of the lawsuit in which the Borough is or may become a party, including the time for any appeals, or, if no lawsuit is filed, after the statute of limitations has run on the issue or it is otherwise clear that no lawsuit will be filed, (3) tactics and techniques utilized in protecting the safety and property of the public, if the disclosure would not impair such protection, and (4) matters that would impair the right to receive funds from the US Government if and when the impairment no longer exists. The Borough does not anticipate that executive session minutes covered by the following sections of the Open Public Meetings Act will be released: N.J.S.A. 10:4-12b(1)(information rendered confidential by State or Federal statute), b(3)(material constituting an unwarranted invasion of privacy), b(7)(advice falling within the attorney-client privilege), b(8)(certain employment matters, unless the affected employees or appointees request the release in writing) and b(9)(deliberations regarding the imposition of specific civil penalties)."

**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. The general public shall be excluded from the discussions in these matters pursuant to the provisions of N.J.S.A. 10:4-12B.
2. Matters discussed in Executive Session shall, when appropriate, be made public.
3. It is anticipated that formal action may be taken following this Executive Session.

# Memo

**To:** Mayor Desire

**From:** Bonnie Ann Fleming, CFO/CTC

**CC:** Borough Council

**CC:** Borough Administrator

**Date:** 03/17/17

**Re:** Monthly Report

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Attached please find copies of the Weekly /Monthly Tax and Finance Department Reports for the month of February.

Including:

- Weekly Management Reports 02/03-02/24/17
- Tax Collector's Monthly Receipts
- Capital Project Balances
- YTD Interest
- YTD Revenues
- Monthly Receipts and Disbursements
- YTD Budget Balances

**WEEKLY MANAGEMENT REPORT- TAX AND FINANCE DEPARTMENT**

**02/24/17**

TAX – Nine subsequent tax payments by lien holders were applied and Affidavits returned.

The Property Tax Reimbursement applications were mailed from the State this week. Nine applications were brought to Borough Hall for certification of taxes paid.

FINANCE – Adjustments to the Annual Financial Statement sheets were given to the auditors. Replacement pages were prepared and the AFS was filed with the State.

An electronic copy of the Annual Debt Statement and Annual Financial Statement were forwarded to Phoenix Advisors for posting on the MSRB site.

A bond ordinance was prepared for the for the February 23 Council meeting with the assistance of the Borough Bond Counsel.

I prepared the supplemental debt statement to be filed with the State and forwarded a copy to the Acting Clerk and Administrator.

A budget meeting was held on Wednesday. The preliminary 2017 budget was reviewed and amendments suggested which will be incorporated into the 2<sup>nd</sup> draft.

I prepared a resolution to authorize additional funds for Phase I of the TDR grant to Maser Consulting for the 02/23 Council meeting.

The Finance department attended a budget update webinar on Friday, Feb 24 to review recent changes to the budget process.

Payroll checks were distributed for the 02/24 payroll. Bank transfers were completed and subsidiary ledgers were updated.

Eighty-nine checks were prepared and mailed from the 02/23 bill list. Bank transfers were completed on line.

Twenty-one purchase orders were entered and processed.

\$25,000 in utility receipts was processed by the Assistant Utility Collector.

MISC – Seamless Docs provided a webinar to explain their program to the Acting Clerk, Police Chief, and Administrator.

I contacted our former risk manager to review increases on our Fire department coverage.

I scheduled an air quality test for the Police building prior to mold remediation. Samples will be taken before and after.

**WEEKLY MANAGEMENT REPORT- TAX AND FINANCE DEPARTMENT**

**02/17/17**

TAX – Calculations for subsequent tax and utility payments due for 4 properties were provided to the lien holders upon request.

A redemption certificate was prepared and mailed upon request.

I notified Corelogic, a mortgage servicer of our new mailing address.

157 delinquent tax notices were prepared for mailing.

FINANCE – The 2016 Library State Aid Application was completed and mailed. Copies were also given to the Borough Librarian.

I contacted Sherry Tracey from Phoenix Advisors to discuss reporting for MSRB as well as re-examining refunding of the 2010 bond issue and the potential for a new bond issue in 2017. Based on the current market we would not recognize the required savings to initiate a refunding but we will re-visit this later in the year.

A discussion with the Borough Engineer was held regarding outstanding issues such as final payment and close-out of the Cregar Road Phase 5 project, additional escrow requirements for a soil erosion permit, and size and placement of a pad for the generator at Well 8.

Payroll input sheets were prepared and submitted for the 02/25 check date.

The Annual Financial Statement was received from the auditors and is being reviewed.

Monthly reconciliations were completed and reports prepared for the 02/23 Council Meeting.

Forty-seven Purchase Orders were processed.

A resolution was prepared to cancel balances on stale checks. These are for obligations that are no longer open.

I reviewed budget worksheets with the administrator and submitted copies to the Finance Committee for review.

I submitted copies of audits and billing statements from the Town of Clinton to the Borough Attorney upon request.

I contacted Bond Counsel to discuss preparation of a bond ordinance for road improvements.

MISC – I contacted SeamlessDocs regarding electronic forms we could utilize on our website. After a brief demonstration on Monday, a more in-depth on-line demonstration was scheduled for next week with other departments.

I asked the Police Chief to change our address for emergency services to 97 West Main Street.

A meeting was held with the Administrator and our new Risk Manager to discuss flood insurance.

Two contractors visited the Police Building to provide quotes for water damages from previously filed claims. I contacted the insurance company to advise them of the need to change contractors due to the original contractor no longer providing services in our area.

I contacted Councilwoman Hughes to find out dates and contractors to be used for upcoming recycling events. A resolution will be prepared for the March Council Meeting authorizing the events and vendors.

**WEEKLY MANAGEMENT REPORT- TAX AND FINANCE DEPARTMENT**

**02/10/17**

TAX – I reviewed the Financial Agreement for 20 Main Street.

I contacted an Attorney's Office with tax information for 81 West Main Street.

I assisted a taxpayer through the check payment process for taxes on the Borough website.

Reviewed the outstanding PD5 list to determine how many seniors still need to respond. There was one form still outstanding. Having identified the individual, I was able to have him complete a form when he came in to drop off his taxes on Friday.

A resolution for two lien redemptions was prepared for the Feb 9 Council Meeting.

Requests by the current lien holders for subsequent tax and utility payments were received and completed for nine properties.

A request for outstanding liens and fines was received on two properties. An email was sent to the Construction Official, Zoning Officer, Tax Assessor, Planning Board Secretary, and Borough Acting Clerk requesting pertinent information.

FINANCE – I completed and filed the Annual UCC Report on-line after review by the Construction Official.

The February invoices for payroll and armored car services were submitted to Investors for payment.

Work continues on the Budget Worksheets.

Payroll checks were prepared for 2/10 payroll date. Agency checks were processed; bank transfers initiated and subsidiary ledgers were updated. An insert was provided from the Division of Pensions and Benefits regarding seminars and webinars for PERS and PFRS members

Debt service payment for the 2010 Bonds due 02/15 was confirmed with DTC. A wire transfer was scheduled on-line.

Fifty-eight checks were processed from the approved 02/09 Bill List.

Taxes from fifty-five property owners were received at Borough Hall this week.

I reviewed the completion costs of the environmental testing and remediation at the Komline site with our environmental engineer.

I prepared a resolution for hiring a part-time office assistant and to award an additional contract to Maser for Highlands Historic Preservation Plan.

Two Contracts for Summer Concerts were received. I signed and returned a copy to each.

A discussion was held with Borough Hall staff and the Administrator regarding the summer recreation program. Rates and updating of forms was discussed.

I attended a Department Head Meeting with the Administrator to review the results of the 02/09 Council Meeting.

A list of items requested by the new auditors was scanned and emailed including amortization schedules and grant award letters.

MISC – An OPRA request for wages of all employees for 2016 was completed and scanned to the Clerk.

I contacted our on-line payment vendor to question adding the CCO and Landlord registration fees to our current services. If we can transform our current applications to true electronic forms, we can link them to the bill pay service. I discussed software with the Police Chief who had been considering purchasing Adobe Pro software for this purpose.

I contacted Seamless Docs, a company I had met with at the League of Municipalities Convention to explain how their software could work for us in creating electronic forms.

I set up an appointment with the Risk Manager to review flood insurance coverage next week.

I contacted a company for a mold remediation quote for the Police Building. Green Pro, the company we had received a quote from, is no longer doing business in our area.

I received a contract from BKC, our newly appointed auditing firm for 2017. Corrections requested following review by the Borough Attorney were confirmed. An updated Professional Liability Certificate was requested and received. The contract was given to the Clerk to be signed by the Mayor.

I requested an update from the Borough Engineer for replenishment of an escrow account.

I directed the Clerical Assistant to combine the Tax Collector Block and Lot files with the Tax Assessor's Block and Lot files to save space.

**WEEKLY MANAGEMENT REPORT- TAX AND FINANCE DEPARTMENT**

**02/03/17**

TAX – A check for a lien redemption was received and posted.

A second lien redemption was received, but for the wrong amount. After calling the payee, another check for the difference was requested in order to cancel the lien.

1<sup>st</sup> quarter tax payments were processed totaling \$1,585,145.

The Assistant Utility Collector posted \$25,915 in utility payments for the Utility Collector.

Two senior deductions were charged back due to death and income disqualifications.

I contacted VITAL for the Master Tax file that was ordered in January to be sent to MSI for updating of the 2017 Tax files.

FINANCE – 1099-Miscellaneous forms were printed and mailed to the IRS and eligible recipients.

I completed and filed the Annual Debt Statement electronically. A copy was also provided to the Auditor.

A list of PDF/Excel Tax and Finance reports were emailed to the new auditors upon request. The auditors began their work on Tuesday. A variety of reports and copies of documents were provided upon request.

The Professional Service Contracts awarded on Jan. 5 and signed by Mayor and Council President were mailed to the Borough Attorney, Planning Board Attorney, Bond Council, and Financial Advisor with a cover letter requesting they sign and return one copy.

The Annual Uniform Construction Code Report was prepared for review by the Construction Official.

I contacted the Depository Trust to update our mailing address.

I discussed use of Co-Ops with the Borough Engineer.

I reviewed the generator pad site for Well 8 with the Borough Engineer and electrical contractor.

I contacted Comcast and MSI to coordinate WiFi installation for the DPW facility.

After review by our Risk Manager of various Borough Hall forms, policies and applications it was suggested that the Personnel Policy, Solitude House and Grounds Application, and Field Reservation forms be updated with proof of liability requirements. I passed the information on to the Acting Clerk for amendments to the forms.

The 4<sup>th</sup> qtr. TOC invoice for sewerage charges was received and divided into an amount payable to the Town of Clinton and an amount to be escrowed in an Attorney Trust Account.

Updated Tax information for the Winter/Spring Newsletter was provided.

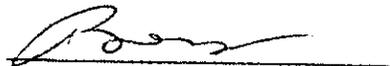
## COLLECTOR'S REPORT OF RECEIPTS

To the Borough of High Bridge Council:

I herewith submit to you my report of receipts for the Month ending:

**February 28, 2017**

	QTR	CURRENT	YTD
CURRENT 2017	95.60%	\$ 2,075,152.89	\$ 2,979,669.49
TAXES YEAR 2016		\$ 32,475.64	\$ 55,462.54
TAXES YEAR 2018		\$ -	\$ -
MISC REV		\$ -	\$ -
TAX SALE COST		\$ -	\$ -
LIENS		\$ 46,038.59	\$ 46,254.57
INTEREST/PENALTY		\$ 3,085.96	\$ 4,212.13
PREMIUM		\$ -	\$ -
DUE UTILITY COLLECTOR		\$ -	\$ -
REDEMPTIONS - MUNI LIENS		\$ -	\$ -
<b>TOTAL</b>		<b>\$ 2,156,753.08</b>	<b>\$ 3,085,598.73</b>

  
 \_\_\_\_\_  
 Bonnie Ann Fleming  
 Tax Collector

03/17/17  
 \_\_\_\_\_  
 Date

2009 - 2017 CAPITAL PROJECT BALANCES

ORD	PROJECT	TOTAL APPROPRIATED	CASH ON HAND-CIF	TOTAL COST	BORROWED	CANCELLED	GRANTS	BALANCE
#21-2016	General Road Improvements	\$ 50,000.00	\$ 50,000.00	\$ 28,993.50	\$ -	\$ -	\$ -	\$ 21,006.50
#13-2016	Boro Hall-SilverSoil/Furnishings	\$ 60,000.00	\$ 60,000.00	\$ 59,322.56	\$ -	\$ -	\$ -	\$ 677.44
#06-2016	Police Vehicle	\$ 50,000.00	\$ 50,000.00	\$ 36,830.97	\$ -	\$ -	\$ -	\$ 13,169.03
#07-2016	Cregar Rd-Phase 6-Water	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 30,000.00
#08-2016	Cregar Rd-Phase 6-Sewer	\$ 80,000.00	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -	\$ 80,000.00
#09-2016	Cregar Rd-Phase 5	\$ 385,000.00	\$ 225,000.00	\$ 224,153.00	\$ -	\$ 160,000.00	\$ 160,000.00	\$ 847.00
#08-2013	Infiltration Study	\$ 60,000.00	\$ 60,000.00	\$ 6,577.15	\$ -	\$ -	\$ -	\$ 53,422.85
#16-2013/#4-201	Streetscape Phase 2	\$ 465,000.00	\$ 250,000.00	\$ 33,143.45	\$ -	\$ -	\$ 215,000.00	\$ 431,856.55
#05-2012/#12-20	Borough Hall	\$ 708,000.00	\$ 230,000.00	\$ 706,990.78	\$ -	\$ -	\$ 245,000.00	\$ 1,009.22

HIGH BRIDGE INTEREST EARNED 2017

AC #	CURRENT	GREEN ACRES	DOG	WATER	WATER CAP	SEWER	SEWER CAP	SOLID WASTE	SW CAP	SUI	HISTORIC PRESVTN	REHAB ESC	REC TRUST	DEV ESC	SPECIAL EVENTS	TOTAL
	417	441	433	567+utility	575	492+util	508	518+utility	524	591	954	484	611	425	583	
JANUARY	1,941.87	5.12	4.00	57.16	1.69	363.35	68.43	98.68	2.62	45.51	0.32	22.38	1.86	0.11	4.12	2,617.22
FEBRUARY	2,097.64	4.78	4.16	50.08	1.58	308.02	63.88	94.48	2.44	42.54	0.28	20.90	1.73	0.10	3.76	2,696.37
MARCH	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
APRIL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
JUNE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
JULY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
AUGUST	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SEPTEMBER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OCTOBER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NOVEMBER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DECEMBER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>4,038.51</b>	<b>9.90</b>	<b>8.16</b>	<b>107.24</b>	<b>3.27</b>	<b>671.37</b>	<b>132.31</b>	<b>193.16</b>	<b>5.06</b>	<b>88.05</b>	<b>0.60</b>	<b>43.28</b>	<b>3.59</b>	<b>0.21</b>	<b>7.88</b>	<b>5,313.59</b>

YEAR TO DATE REVENUE AS OF: FEBRUARY 2017

	Estimated	Received	Bal Due	Receivable
Amount to be Raised by Taxation	\$ 12,732,167.00	\$ (2,979,669.49)	\$ 9,752,497.51	76.60%
Delinquent Taxes	\$ 174,000.00	\$ (55,462.54)	\$ 118,537.46	68.12%
<b>Local Revenues:</b>				
Alcoholic Bev	\$ -	\$ -	\$ -	#DIV/0!
Other (Amuse/Food/Handlers/Raffle/Vendor)	\$ -	\$ -	\$ -	#DIV/0!
Municipal Court	\$ -	\$ (4,427.58)	\$ (4,427.58)	#DIV/0!
Interest and Costs on Taxes	\$ -	\$ (4,212.13)	\$ (4,212.13)	#DIV/0!
Interest	\$ -	\$ (4,039.51)	\$ (4,039.51)	#DIV/0!
Utility Surplus	\$ -	\$ -	\$ -	#DIV/0!
Golf Revenues	\$ -	\$ -	\$ -	#DIV/0!
Misc Rev - Unanticipated	\$ -	\$ (30,640.66)	\$ (30,640.66)	#DIV/0!
<b>State Aid:</b>				
Consolidated Prop Tax Relief Aid	\$ -	\$ -	\$ -	#DIV/0!
Energy Receipts Tax	\$ -	\$ -	\$ -	#DIV/0!
Garden State Trust	\$ -	\$ -	\$ -	#DIV/0!
<b>Fees &amp; Permits:</b>				
Uniform Construction Fees	\$ -	\$ (12,419.00)	\$ (12,419.00)	#DIV/0!
<b>Public/Private Revenue Anticipated:</b>				
<b>Misc Revenues: Other</b>				
Recreation Fees	\$ -	\$ (3,000.00)	\$ (3,000.00)	#DIV/0!
Cable TV	\$ -	\$ (12,951.11)	\$ (12,951.11)	#DIV/0!
Boro Hall Sign Grant	\$ -	\$ (2,300.00)	\$ (2,300.00)	#DIV/0!
Comcast Tech Grant	\$ -	\$ -	\$ -	#DIV/0!
Forfeiture Funds	\$ -	\$ -	\$ -	#DIV/0!
Pedestrian Safety - Ch 159	\$ -	\$ -	\$ -	#DIV/0!
Hunt Cty Open Space	\$ -	\$ -	\$ -	#DIV/0!
Green Acres Grant	\$ -	\$ -	\$ -	#DIV/0!
Body Armor Fund	\$ -	\$ -	\$ -	#DIV/0!
Clean Community Grant	\$ -	\$ -	\$ -	#DIV/0!
NJDEP Fed.Hwy Adm-Recreation Trail Grant	\$ -	\$ -	\$ -	#DIV/0!
FEMA Funding- PA4254-JONAS	\$ -	\$ (10,750.80)	\$ (10,750.80)	#DIV/0!
FEMA Generator Grant	\$ -	\$ -	\$ -	#DIV/0!
Body Camara Grant	\$ -	\$ -	\$ -	#DIV/0!
NJEM Grant	\$ -	\$ -	\$ -	#DIV/0!
Click It or Ticket Grant-Somerset County	\$ -	\$ -	\$ -	#DIV/0!
Driver Sober Grant	\$ -	\$ (3,900.00)	\$ (3,900.00)	#DIV/0!
SIF-Sign Trailer Grant	\$ -	\$ -	\$ -	#DIV/0!
SIF Radar Sign Grant	\$ -	\$ -	\$ -	#DIV/0!
Recycling Tonnage	\$ -	\$ (3,326.76)	\$ (3,326.76)	#DIV/0!
<b>Surplus:</b>	\$ -	\$ -	\$ -	#DIV/0!
<b>Total Revenue Anticipated&amp;MRNA</b>	\$ 174,000.00	\$ (147,430.09)	\$ 26,569.91	15.27%
<b>Amnt to be Raised - Municipal</b>	\$ 3,417,167.00	\$ -	\$ 3,417,167.00	100.00%
<b>Local/Reg/Cty/Lib/Open Taxes</b>	\$ 9,315,000.00	\$ 2,979,669.49	\$ 12,294,669.49	131.99%
<b>Total Tax Levy</b>	\$ 12,732,167.00	\$ -	\$ -	



RECEIPTS AND DISBURSEMENTS FEBRUARY 2017

FUND	BEGIN BALANCE	RECEIPTS	DISBURSEMENTS	END BALANCE
Green Acres	12,293.01	4.78	0.00	12,297.79
Premium	182,675.76	70.48	2,175.76	180,570.48
Dog	10,339.15	1,024.16	235.20	11,128.11
Capital	609,212.69	239.61	11,028.26	598,424.04
Water Utility	99,630.13	3,897.32	31,409.49	72,117.96
Water Capital	4,061.86	1.58	1.69	4,061.75
Sewer Utility	833,224.61	22,586.85	214,848.11	640,963.35
Sewer Capital	164,283.97	63.88	68.43	164,279.42
Solid Waste Utility	206,669.40	9,419.92	35,187.65	180,901.67
Solid Waste Cap	6,283.40	2.44	2.62	6,283.22
Sui	109,307.30	486.71	0.00	109,794.01
Historic Preservation	711.20	0.28	0.00	711.48
Rehab Escrow	53,738.14	20.90	0.00	53,759.04
Recreation Trust	4,454.23	1.73	0.00	4,455.96
Special Events	9,680.47	153.76	0.00	9,834.23
Dev Escrow	85,993.14	4,942.49	30,305.00	60,630.63
Current	984,885.19	3,564,936.76	973,208.93	3,576,613.02
<b>TOTAL FUNDS</b>	<b>3,377,443.65</b>	<b>3,607,853.65</b>	<b>1,298,471.14</b>	<b>5,686,826.16</b>

**GOLF**

	P&L Receipts	P&L Exp	Difference
Jan	\$ 19,555.00	\$ 50,758.00	\$ (31,203.00)
Feb	\$ 39,018.00	\$ 49,276.00	\$ (10,258.00)
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sep			\$ -
Oct			\$ -
Nov			\$ -
Dec			\$ -
<b>TOTAL</b>	<b>\$ 58,573.00</b>	<b>\$ 100,034.00</b>	<b>\$ (41,461.00)</b>



# Expenditure Budget CURRENT FUND Activity to 3/17/2017

\*ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)

Account Number	Description	Budget	Activity	Encumbered	Balance
10510010	GENERAL ADMIN: SALARIES & WAGES	14,500.00	11,451.90	-	3,048.10
10510020	GENERAL ADMIN: OTHER EXPENSES	5,300.00	167.08	4,472.92	660.00
10510120	INTERNET	3,200.00	1,388.90	1,261.10	550.00
10511020	MAYOR AND COUNCIL: OTHER EXPENSES	750.00	248.00	0.03	501.97
10511032	ADVERTISING	3,000.00	389.46	2,110.54	500.00
10511520	NEWSLETTER	2,000.00	1,368.15	510.01	121.84
10512010	MUNICIPAL CLERK: SALARIES & WAGES	8,000.00	4,044.90	-	3,955.10
10512020	MUNICIPAL CLERK: OTHER EXPENSES	2,500.00	953.30	1,486.00	60.70
10513010	FINANCIAL ADMIN: SALARIES & WAGES	14,300.00	8,689.00	-	5,611.00
10513020	FINANCIAL ADMIN: OTHER EXPENSES	4,000.00	2,280.72	1,545.00	174.28
10514510	TAX COLLECTOR: SALARIES & WAGES	14,300.00	8,681.35	-	5,618.65
10514520	TAX COLLECTOR: OTHER EXPENSES	4,000.00	3,251.63	610.00	138.37
10515010	TAX ASSESSMENT: SALARIES & WAGES	12,500.00	6,013.16	-	6,486.84
10515020	TAX ASSESSMENT: OTHER EXPENSES	250.00	100.00	50.00	100.00
10515520	LEGAL: OTHER EXPENSES	16,000.00	-	-	16,000.00
10516520	ENGINEERING SERVICES: OTHER EXPENSES	5,500.00	282.50	2,717.50	2,500.00
10517020	BUILDINGS & GROUNDS	13,000.00	3,767.30	1,710.17	7,522.53
10517120	BUILDINGS & GROUNDS-OFFICE	3,000.00	1,450.67	1,540.08	9.25
10518010	PLANNING BOARD: SALARIES & WAGES	1,500.00	607.50	-	892.50
10518020	PLANNING BOARD: OTHER EXPENSES	1,000.00	586.34	408.00	5.66
10518510	ZONING OFFICER: SALARIES & WAGES	1,500.00	1,041.65	-	458.35
10519510	CONSTRUCTION OFFICIAL: SALARIES & WAGES	9,500.00	7,271.25	-	2,228.75
10519520	CONSTRUCTION OFFICIAL: OTHER EXPENSES	200.00	123.00	51.00	26.00
10520510	CCO-BLDG INSPECTION: SALARIES & WAGES	1,500.00	1,180.53	-	319.47
10521020	LIABILITY INSURANCE	35,500.00	34,436.45	148.01	915.54
10521520	WORKER'S COMPENSATION INSURANCE	11,200.00	11,122.48	0.01	77.51
10522020	EMPLOYEE GROUP INSURANCE	100,200.00	37,163.40	15,006.49	48,030.11
10524010	POLICE DEPARTMENT: SALARIES & WAGES	265,500.00	154,557.41	-	110,942.59
10524020	POLICE DEPARTMENT: OTHER EXPENSES	25,000.00	12,919.37	7,057.79	5,022.84
10524520	LEASE/PURCHASE POLICE VEHICLES	4,150.00	3,110.55	0.04	1,039.41
10525220	EMERGENCY MANAGEMENT: OTHER EXPENSES	1,000.00	160.04	130.14	709.82
10525520	HIGH BRIDGE VOLUNTEER FIRE DEPT.	10,000.00	10,000.00	-	-
10526520	LOSAP CONTRIBUTION	32,900.00	-	27,300.00	5,600.00
10527020	ECONOMIC DEVELOPMENT	250.00	-	200.00	50.00
10529010	DEPT.OF PUBLIC WORKS: SALARIES & WAGES	35,000.00	21,497.21	-	13,502.79
10529020	DEPT.OF PUBLIC WORKS: OTHER EXPENSES	27,500.00	15,264.60	11,413.39	822.01
10529060	FIELD MAINTENANCE - OTHER EXPENSES	1,500.00	-	-	1,500.00
10533020	BOARD OF HEALTH: OTHER EXPENSES	1,600.00	-	1,600.00	-
10533520	ENVIRONMENTAL COMMISSION: OTHER EXPENSES	500.00	-	-	500.00
10537020	SPECIAL EVENTS: OTHER EXPENSES	500.00	115.88	115.90	268.22
10537620	GOLF-OTHER EXPENSES	240,000.00	136,593.36	13,179.80	90,226.84
10539010	LIBRARY: SALARIES & WAGES	6,000.00	4,256.20	-	1,743.80
10543020	ELECTRICITY	8,500.00	3,516.77	465.82	4,517.41
10543520	STREET LIGHTING	13,500.00	4,913.33	3,996.34	4,590.33
10544020	TELEPHONE	5,200.00	2,749.81	1,178.16	1,272.03
10544620	GASOLINE	8,500.00	5,683.90	1,316.10	1,500.00
10544720	HEATING FUEL	12,500.00	8,895.03	594.97	3,010.00
10547120	CONTRIBUTION TO PERS	30,450.00	-	30,450.00	-
10547220	SOCIAL SECURITY SYSTEM(OASI)	29,500.00	20,282.18	-	9,217.82
10547520	CONTRIBUTION TO PFRS	170,132.00	-	170,132.00	-
10629021	ENVIRONMENTAL TESTING	5,000.00	-	-	5,000.00
10649020	MUNICIPAL COURT: OTHER EXPENSES	9,500.00	-	9,475.00	25.00
10690020	CAPITAL IMPROVEMENT FUND	150,000.00	-	-	150,000.00
10692020	BOND PRINCIPAL	30,000.00	30,000.00	-	-
10693020	BOND INTEREST	110,235.00	110,234.38	-	0.62
10694220	NJEIT-LK SOLITUDE	10,808.00	10,686.18	-	121.82
10694320	DAM RESTORATION LOAN	118,566.00	118,564.80	-	1.20
10694520	CAPITAL LEASE	31,224.00	15,610.96	-	15,613.04
<b>TOTALS</b>		<b>1,683,215.00</b>	<b>837,672.58</b>	<b>312,232.31</b>	<b>533,310.11</b>



Agenda Date: 9/23/16  
Agenda Item: IIA

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
44 South Clinton Avenue, 3<sup>rd</sup> Floor, Suite 314  
Post Office Box 350  
Trenton, New Jersey 08625-0350  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)

ENERGY

IN THE MATTER OF THE PETITION OF PIVOTAL	)	ORDER SUSPENDING INCREASES,
UTILITY HOLDINGS, INC. D/B/A ELIZABETHTOWN	)	CHANGES OR ALTERATIONS IN
GAS FOR APPROVAL OF INCREASED BASE TARIFF	)	RATES FOR SERVICE
RATES AND CHARGES FOR GAS SERVICE AND	)	
OTHER TARIFF REVISIONS	)	BPU DOCKET NO. GR16090826

**Parties of Record:**

**Mary Patricia Keefe, Esq.**, Pivotal Utility Holdings, Inc. d/b/a Elizabethtown Gas  
**Stefanie A. Brand, Esq.**, Director, Division of Rate Counsel

**BY THE BOARD:**

On September 1, 2016, pursuant to N.J.S.A. 48:2-21 and N.J.A.C. 14:1-5.12, Pivotal Utility Holdings, Inc. d/b/a/ Elizabethtown Gas ("ETG or "Company"), a public utility of the State of New Jersey subject to the jurisdiction of the New Jersey Board of Public Utilities ("Board"), filed a petition for the authority to: (1) increase base delivery rates for gas service designed to produce an increase in revenues of approximately \$19 million or 6.6%; (2) modify its depreciation rates; (3) to roll in and recover certain costs and finalize certain rates associated with the Accelerated Infrastructure Replacement Program approved by the Board in Docket No. GO12070693 and the Elizabethtown Natural Gas Distribution Utility Reinforcement Program approved by the Board in Docket Nos. GO13090826 and GR15060656; (4) establish certain regulatory assets; (5) establish a new Societal Benefits Charge component rate, the Customer Benefit Charge of \$0.0097 per therm; and (6) implement other tariff revisions.

According to the petition, the requested increase is necessary to permit the Company to meet the cost of operating facilities used and useful in the service of the public while earning a just and reasonable return on the investment in such facilities and maintain its financial integrity. ETG also states that the additional revenue is needed to compensate investors for risks assumed by the Company, continue to provide safe and adequate service to the public, as well as maintain its facilities in a condition sufficient to enable ETG to discharge its public duty.

It appearing that the proposed revisions, if approved, will increase existing rates and change or alter existing classifications in ETG's tariff, it is HEREBY ORDERED that:

IN THE MATTER OF THE PETITION OF PIVOTAL UTILITY HOLDINGS, INC. D/B/A  
ELIZABETHTOWN GAS FOR APPROVAL OF INCREASED BASE TARIFF RATES AND  
CHARGES FOR GAS SERVICE AND OTHER TARIFF REVISIONS

DOCKET NO. GR16090826

SERVICE LIST

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Agenda Date: 1/25/17  
Agenda Item: 2G

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
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[www.nj.gov/bpu](http://www.nj.gov/bpu)

ENERGY

IN THE MATTER OF THE PETITION OF PIVOTAL )  
UTILITY HOLDINGS, INC. D/B/A ELIZABETHTOWN )  
GAS FOR APPROVAL OF INCREASED BASE TARIFF )  
RATES AND CHARGES FOR GAS SERVICE AND )  
OTHER TARIFF REVISIONS )  
)  
) ORDER FURTHER SUSPENDING )  
) INCREASES, CHANGES OR )  
) ALTERATIONS IN RATES FOR )  
) SERVICE )  
)  
) BPU DOCKET NO. GR16090826

**Parties of Record:**

**Mary Patricia Keefe, Esq.**, Pivotal Utility Holdings, Inc. d/b/a Elizabethtown Gas  
**Stefanie A. Brand, Esq.**, Director, Division of Rate Counsel  
**Steven S. Goldenberg, Esq.**, New Jersey Large Energy Users Coalition

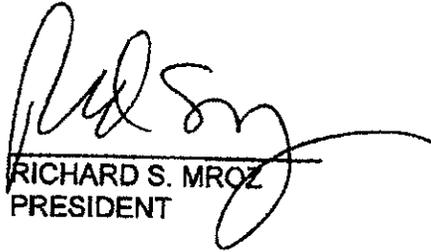
**BY THE BOARD:**

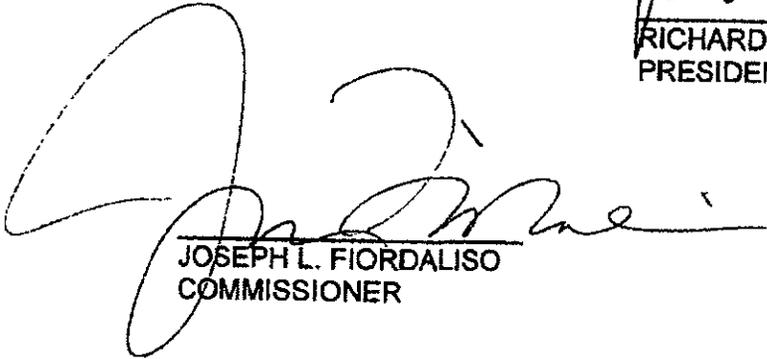
On September 1, 2016, pursuant to N.J.S.A. 48:2-21 and N.J.A.C. 14:1-5.12, Pivotal Utility Holdings, Inc. d/b/a/ Elizabethtown Gas ("ETG or "Company"), a public utility of the State of New Jersey subject to the jurisdiction of the New Jersey Board of Public Utilities ("Board"), filed a petition for the authority to: (1) increase base delivery rates for gas service designed to produce an increase in revenues of approximately \$19 million or 6.6%; (2) modify its depreciation rates; (3) to roll in and recover certain costs and finalize certain rates associated with the Accelerated Infrastructure Replacement Program approved by the Board in Docket No. GO12070693 and the Elizabethtown Natural Gas Distribution Utility Reinforcement Program approved by the Board in Docket Nos. GO13090826 and GR15060656; (4) establish certain regulatory assets; (5) establish a new Societal Benefits Charge component rate, the Customer Benefit Charge of \$0.0097 per therm; and (6) implement other tariff revisions.

This Order shall be effective on February 1, 2017.

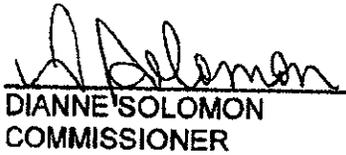
DATED: 1/25/17

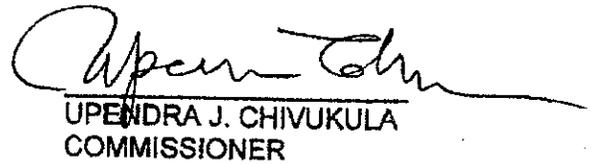
BOARD OF PUBLIC UTILITIES  
BY:

  
RICHARD S. MROZ  
PRESIDENT

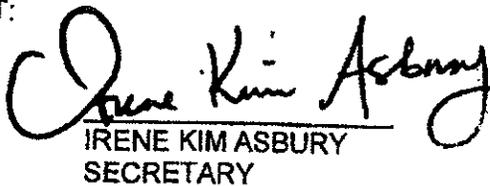
  
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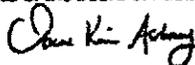
  
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COMMISSIONER

ATTEST:

  
IRENE KIM ASBURY  
SECRETARY

I HEREBY CERTIFY that the within  
document is a true copy of the original  
in the files of the Board of Public Utilities



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**Pivotal Utility Holdings, Inc.  
d/b/a Elizabethtown Gas**

**Notice of Public Hearings Regarding  
Proposed Gas Base Rate Increases and Other Rate and Tariff Changes**

On September 1, 2016, Pivotal Utility Holdings, Inc. d/b/a Elizabethtown Gas ("Elizabethtown" or the "Company") filed a Petition with the New Jersey Board of Public Utilities ("Board" or "BPU"), which was assigned Docket No. GR16090826, and which was subsequently transmitted to the Office of Administrative Law as a contested case where it was docketed as PUC 15870-16, for approval of request to increase base tariff rates and charges for gas service, establish a Customer Benefits Charge ("CBC") of \$0.0097 per therm, inclusive of taxes, to recover state agency assessments and uncollectible costs and implement other rate design and tariff revisions. The Company is also proposing to change its depreciation rates. The Company proposed that these changes become effective October 1, 2016, or such other date as the Board may determine. The new base rates proposed herein would increase annual revenues by approximately \$19 million or 6.6%. The new CBC rate as proposed herein would increase revenues by approximately \$4.4 million for a total increase in revenues of approximately \$23.4 million or 8.2%.

Set forth below are the current and proposed rates, inclusive of taxes and assessments, that will permit customers to determine the effect upon them of the proposed increase. Any assistance required by customers in this regard will be furnished by the Company upon request.

		<u>Current Base Tariff Rates</u>			<u>Proposed Base Tariff Rates</u>			<u>CBC</u>
		<u>Service*</u>	<u>Demand**</u>	<u>Distribution***</u>	<u>Service*</u>	<u>Demand**</u>	<u>Distribution***</u>	<u>Rider</u>
RDS	Residential Delivery Service	\$7.99	-	\$0.3453	\$11.49	-	\$0.3808	\$0.0097
SGS	Small General Service	\$16.13	-	\$0.3592	\$21.97	-	\$0.3688	\$0.0097
GDS	General Delivery Service	\$19.97	\$0.810	\$0.2207	\$28.96	\$0.808	\$0.2149	\$0.0097
NGV	Public Station, per therm			\$1.0591			\$1.0570	\$0.0097
LVD	Large Volume Demand	\$481.30	\$1.035	\$0.0497	\$274.68	\$1.032	\$0.0538	\$0.0097
EGF	Electric Generation Firm	\$55.97	\$0.792	\$0.0195	\$55.86	\$0.450	\$0.0522	\$0.0097
GLS	Unmetered Gas Light	-	-	\$6.47	-	-	\$7.24	\$0.0097
CSI	Interruptible Cogeneration Srv.	\$108.37	-	\$0.0322	\$108.16	-	\$0.0321	\$0.0097
IS	Interruptible Service	\$356.75	\$0.081	\$0.0518	\$356.03	\$0.081	\$0.0517	\$0.0097
FTS	Firm Transportation Srv.	\$187.21	\$0.810	\$0.0752	\$274.68	\$1.032	\$0.0538	\$0.0097
ITS	Interruptible Transportation Srv.	\$631.29	\$0.314	\$0.0848	\$630.03	\$0.313	\$0.0845	\$0.0097

\* These are fixed charges imposed on a monthly basis.

\*\* These are fixed charges based on a commercial or industrial customer's individual contract quantity.

\*\*\* These charges are imposed on a per therm basis except for Unmetered Gas Light, which represents a monthly charge per mantel.

**The Effect Of The Proposed Increase On Typical Residential Monthly Bills (RDS Customers)**

<u>Consumption</u>	<u>Present Bill</u>	<u>Proposed Bill</u>	<u>Proposed</u>	<u>Percent</u>
<u>in Therms</u>			<u>Change</u>	<u>Change</u>
10	\$15.37	\$19.33	\$3.96	25.8%
50	\$44.91	\$50.67	\$5.76	12.8%
100	\$81.82	\$89.84	\$8.02	9.8%
250	\$192.57	\$207.37	\$14.80	7.7%

The actual percentage increase applicable to specific customers will vary according to the usage. Moreover, any rate relief found by the Board to be just and reasonable may be allocated by the Board and applied by the Company to any class or classes of customers or any rate schedules as the Board may determine, so that final rates approved by the Board in this proceeding for any specific customer class or rate schedule may be higher or lower than those set forth herein.

Copies of the Petition are available for inspection at the Company offices located at 520 Green Lane, Union, New Jersey 07083 or online at Elizabethtown's website: [www.elizabethtowngas.com](http://www.elizabethtowngas.com) or at the Board of Public Utilities, 44 S. Clinton Avenue, 7<sup>th</sup> Floor, Trenton, New Jersey 08625.

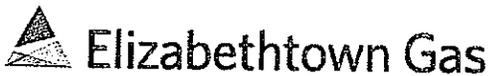
**PLEASE TAKE NOTICE** that the New Jersey Office of Administrative Law has scheduled public hearings on the aforementioned petition at the following times and places:

Monday, March 20, 2017  
4:30 pm and 5:30 pm  
Liberty Hall Corporate Center  
1085 Morris Avenue  
Union, New Jersey 07083

Monday March 27, 2017  
4:30 pm and 5:30 pm  
Hunterdon County Complex  
Route 12, Building #1  
Flemington, New Jersey 08822

The public is invited to attend and interested persons will be permitted to testify and/or make a statement of their views on the proposed increases. Information provided at the public hearings will become part of the record of this case and will be considered by the Board in making its decision. In order to encourage full participation in this opportunity for public comment, please submit requests for needed accommodations, including interpreter, listening devices and/or mobility assistance, 48 hours prior to the Hearing. In addition, members of the public may submit written comments concerning the Petition to the BPU regardless of whether they attend the Hearing by addressing them to: Irene Kim Asbury, Secretary, Board of Public Utilities, 44 S. Clinton Avenue, 3<sup>rd</sup> Floor, Suite 314, PO Box 350, Trenton, New Jersey 08625-0350. Written comments indicating Docket No. PUC 15870-16 may also be submitted directly to the Clerk of the Office of Administrative Law, 33 Washington Street, Newark, New Jersey 07102. Hearings will continue, if necessary, on such additional dates and at such locations as the Office of Administrative Law may designate in order to ensure that all interested persons may be heard.

Mary Patricia Keefe  
Vice President, External Affairs and Business Support  
Pivotal Utility Holdings, Inc. d/b/a Elizabethtown Gas



Elizabethtown Gas

Mary Patricia Keefe  
Vice President Regulatory  
Affairs and Business Support

520 Green Lane  
Union, NJ 07083  
908 662 8452 tel  
908 662 8496 fax  
908 368 9671 cell  
mkeefe@southernco.com

March 3, 2017

To: County Clerk, Municipal Clerk and County Administrator

**IN THE MATTER OF THE PETITION OF  
PIVOTAL UTILITY HOLDINGS, INC.  
D/B/A ELIZABETHTOWN GAS  
FOR APPROVAL OF INCREASED BASE  
TARIFF RATES AND CHARGES FOR  
GAS SERVICE AND OTHER TARIFF  
REVISIONS**

**BPU DOCKET NO. GR16090826**

**OAL DOCKET NO. PUC 15870-2016 N**

Pursuant to law, Pivotal Utility Holdings, Inc. d/b/a Elizabethtown Gas ("Elizabethtown" or the "Company") is providing you with notice of a filing made on September 1, 2016 with the New Jersey Board of Public Utilities ("Board") for an increase in base rates, changes in the Board approved depreciation rates and changes to the Elizabethtown tariff. Copies of the Company's filing are on the enclosed CD. You may also download the filing from the Company's website at [www.elizabethtowngas.com](http://www.elizabethtowngas.com).

By orders dated September 23, 2016 and January 25, 2017, the Board issued orders suspending the proposed revised increase to base rates until February 1, 2017 and then again until June 1, 2017. Copies of these orders are included with this notice.

Evidentiary hearings related to this request has been scheduled on May 15, 16, 17, 18, 22, 23, 24 and 25, 2017 at 9:30 am at the Office of Administrative Law located at 33 Washington Street, 7<sup>th</sup> Floor, Newark, NJ 07103 and Elizabethtown hereby serves upon you the notice of that hearing related to the above referenced matter. As noted on the attached copy of the public notice, the subject hearings are scheduled for March 20, 2017 in Union, New Jersey and for March 27, 2017 in Flemington, New Jersey.

Copies of the Petition are available for inspection at the Company offices located at 520 Green Lane, Union, New Jersey 07083 or online at Elizabethtown's website: [www.elizabethtowngas.com](http://www.elizabethtowngas.com) or at the Board of Public Utilities, 44 S. Clinton Avenue, 7<sup>th</sup> Floor, Trenton, New Jersey 08625.

Very truly yours,

Mary Patricia Keefe  
Vice President, External Affairs and Business Support

Enclosure

Founded 1884

**GEBHARDT  
& KIEFER**  
A PROFESSIONAL CORPORATION  
L A W O F F I C E S

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KELLY A. LICHTENSTEIN

PO Box 4001 • CLINTON, NJ 08809-4001

(UPS / FedEx / COURIER DELIVERIES:  
1318 Rt. 31, ANNANDAJE, NJ 08801)

TELEPHONE (908) 735-5161  
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SOMERSET COUNTY OFFICE  
BY APPOINTMENT

WILLIAM C. GEBHARDT  
1884-1929  
W. READING GEBHARDT  
1919-1990  
PHILIP R. GEBHARDT  
1924-1986  
E. HERBERT KIEFER  
1933-1986

- ALSO MEMBER OF PA BAR
- ▼ ALSO MEMBER OF NY BAR
- ◆ ALSO MEMBER OF US TAX COURT
- CERTIFIED BY THE SUPREME COURT OF NJ AS A MATRIMONIAL LAW ATTORNEY
- ♣ TRAINED DIVORCE MEDIATOR
- TRAINED IN COLLABORATIVE DIVORCE

JOHN G. MANFREDA  
jmanfreda@gklegal.com

March 13, 2017

Michael Pappas, Administrator  
High Bridge Borough  
97 W. Main Street  
High Bridge, NJ 08829

**RE: Estate of Lyn C. Stuhmer, deceased  
Late of High Bridge, Hunterdon County, NJ  
DOD: April 3, 2016**

Dear Mr. Pappas:

I represent the Estate of Lyn C. Stuhmer, who died a resident of High Bridge Borough on April 3, 2016. Ms. Stuhmer died intestate (without a Will). An application for administration was filed with the Hunterdon County Surrogate's Court, however, because several of the Decedent's collateral relatives could not be located, the Surrogate's Office declined to grant Letters of Administration to my client, Charles R. Stuhmer. Ultimately, most of the collateral relatives were contacted and finally, on December 13, 2016, the Hunterdon County Surrogate's Court appointed Mr. Stuhmer (who is the maternal uncle of the Decedent) to serve as Temporary Administrator of the estate. Until Mr. Stuhmer was appointed Temporary Administrator, the High Bridge Post Office would not release any of the Decedent's mail to Mr. Stuhmer. Consequently, until he was appointed Temporary Administrator in December, Mr. Stuhmer was unable to monitor the Decedent's financial affairs.

Ms. Stuhmer owned a duplex property located at 30-32 Tisco Avenue in the Borough. She resided in the 30 Tisco Avenue unit, but the 32 Tisco Avenue unit was vacant at the time she passed away.

Recently I was able to locate the remaining heirs of the estate whose consent was necessary in order for Mr. Stuhmer to apply for full Letters of Administration. A Judgment granting full administration to Mr. Stuhmer was entered by Judge O'Neill of

March 13, 2017

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the Chancery Division, Probate Part on March 2, 2017. I have now filed the appropriate paperwork to have Mr. Stuhmer qualify to serve as the plenary Administrator of the estate.

It recently came to my client's attention that High Bridge Borough adopted an Ordinance which enables the Borough to declare a property to be vacant if it has been unoccupied for more than six months. The Tisco Avenue property has been vacant since the Decedent passed away on April 3, 2016. However, since general Letters of Administration are about to be issued to Mr. Stuhmer by the Surrogate's Court, he will soon be in a position to list the property for sale. A realtor has been retained and, as counsel to the estate, I will handle the real estate closing.

The purpose of this correspondence is to ask the Borough to waive application of the Vacant Property Registration Ordinance for this estate. In support of this request, I enclose herewith the following documents:

- (1) The Decedent's Death Certificate.
- (2) A Certificate of Letters of Temporary Administration issued by the Hunterdon County Surrogate's Court on December 13, 2016.
- (3) Judgment granting full administration to Charles Raymond Stuhmer dated March 2, 2017.

The property is insured and the Administrator anticipates having access to the Decedent's liquid funds in the next few weeks. Funds will then become available to pay any back taxes that might be due and owing with respect to these properties. All of the foregoing should be completed before the end of April.

Based on the foregoing, we would respectfully request that application of the Vacant Property Ordinance #2014-8 be waived with respect to the Estate of Lyn C. Stuhmer for the properties located at 30-32 Tisco Avenue in the Borough.

Please advise. Thank you.

Respectfully submitted,

JOHN G. MANFREDA

JGM:co/Encl.

Cc: Mayor Mark Desire  
High Bridge Borough Council  
Charles R. Stuhmer, Administrator  
Barry Goodman, Esq., Borough Attorney

S:\Stuhmer, Lyn - Estate\CORR\High Bridge Council ltr 3-13-17.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 3, 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 **April 13, 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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A. FORM OF LEASE AGREEMENT

## 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 \$1,300.00 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**

DOCUMENT III

NON-COLLUSION AFFIDAVIT  
BID TO LEASE SECOND FLOOR OF SOLITUDE HOUSE  
7 RIVER ROAD, HIGH BRIDGE, NEW JERSEY

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ live at \_\_\_\_\_, in  
the County of \_\_\_\_\_ and the State  
of \_\_\_\_\_.

I am of full age, being duly sworn according to law on my oath depose and say:

1. I am \_\_\_\_\_ (the Bidder), who has  
made the bid for the above named Project.

I executed the Bid with full authority to do so.

The Bid is genuine, submitted in good faith and not a sham.

Neither the Bidder nor any of its employees or agents has, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Lease. I further certify that neither the Bidder, nor any of its employees or agents, have directly or indirectly with any other Bidder, or person colluded to put in a sham bid or refrain from proposing, and have not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the Bid prices of the Bidder or of any other Bidder to secure any advantage.

All statements contained in this Bid and Affidavit are true and correct and were made with full knowledge that the Borough of High Bridge relies upon the truth of the statements contained in this Affidavit, in awarding the Lease for the Premises. I am aware that I am personally subject to the penalties of perjury, as is the Bidder if statements made herein are untrue.

I further warrant that no person or selling agent has been employed or retained to solicit or secure this Lease under an agreement or understanding for a commission, percentage, brokerage or contingent fee. If the Bidder engages bona fide employees or a bona fide established commercial or selling agency to perform any similar related acts, the names are set forth as follows:

\_\_\_\_\_

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

\_\_\_\_\_

(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 is 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**

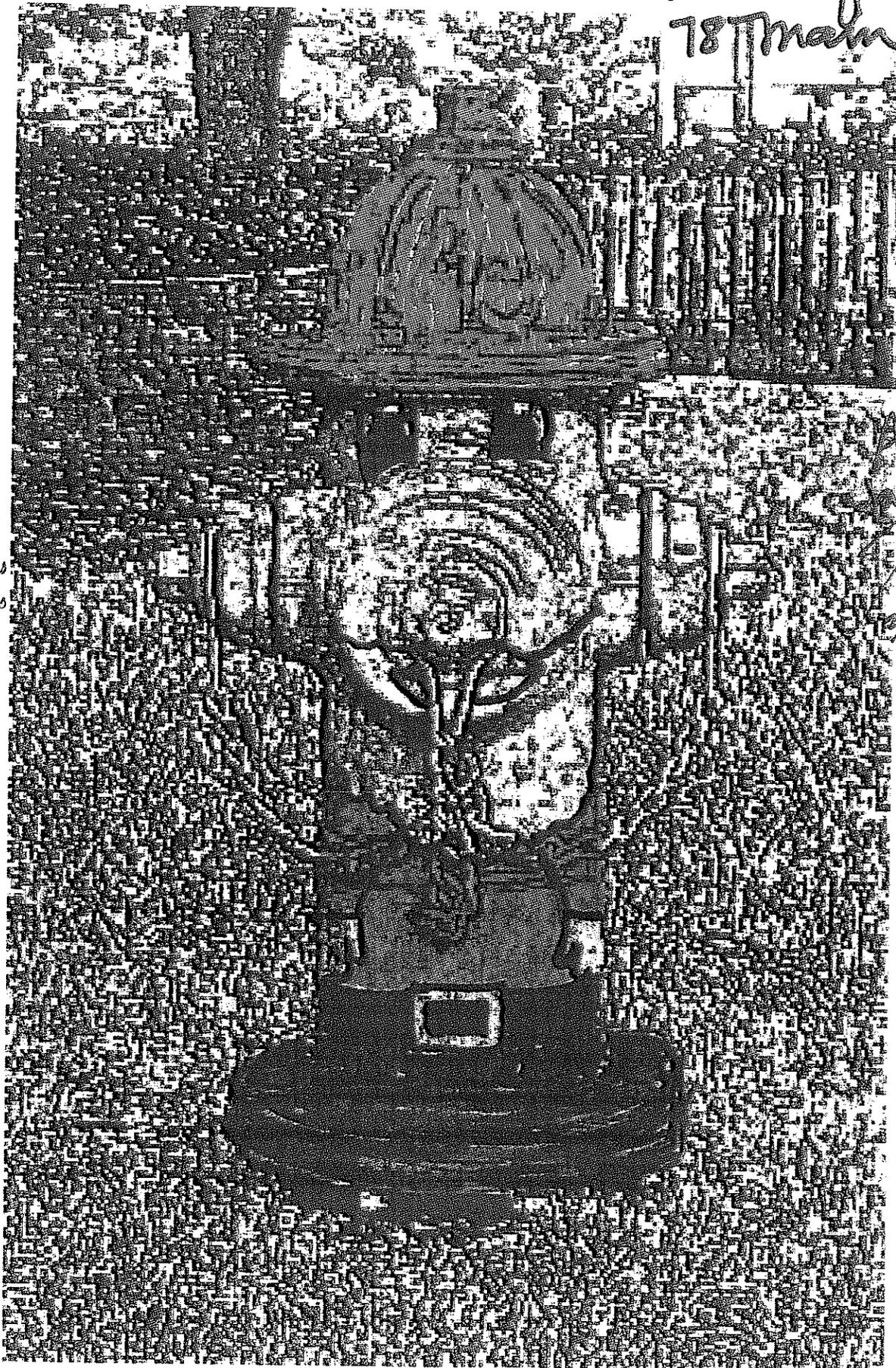
DOCUMENT VII

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

# HBA Gnome Hydrant Proposal for 78 Main, HB



red hat  
white beard  
rosy cheeks  
flesh tones  
green shirt  
brown pants

Approved,  
[Signature]  
12/14/17