

**DRAFT**  
**BOROUGH OF HIGH BRIDGE – COUNCIL MEETING AGENDA**

Date: October 24, 2019 – 7:30 p.m. – Location: 7 Maryland Ave., High Bridge, NJ 08829

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

**CALL TO ORDER: CALLED TO ORDER BY MAYOR LEE**

**FLAG SALUTE: LEAD BY MAYOR LEE**

**ROLL CALL**

Councilman Columbus	present	Councilwoman Moore	present	Mayor Lee	present
Councilwoman Ferry	absent	Councilman Strange	absent		
Councilwoman Hughes	present	Councilman Zappa	present		

Also present were Attorney Barry Goodman, Administrator Michael Pappas, Clerk Adam Young, Department of Public Works Director Rick Roll, and five members of the public and press.

**READING AND APPROVAL OF MINUTES**

Motion to dispense with the reading of the regular October 10, 2019 minutes: Hughes / Moore  
Roll call vote: Columbus, yes ; Ferry, absent ; Hughes, yes ; Moore, yes ; Strange, absent ; Zappa, yes ;  
Motion passes: 4 yes, 2 absent

Motion to approve October 10, 2019 regular minutes: Hughes / Moore  
Roll call vote: Columbus, yes ; Ferry, absent ; Hughes, yes ; Moore, yes ; Strange, absent ; Zappa, yes ;  
Motion passes: 4 yes, 2 absent

**PROCLAMATION**

**A.** Proclamation 011-2019: Recognizing Anne Underhill for her dedication to the citizens of our area - Read and presented by Mayor Lee.

**PUBLIC COMMENTS: 5 MINUTES PER PERSON: NONE**

**PUBLIC HEARINGS**

**A.** **Ordinance 2019-039**: Golf cart path improvements, purchase of vehicle equipment lift, and purchase of tractor mower

Motion to table public hearing for Ordinance 2019-039 to November 14, 2019:  
Roll call vote: Columbus, yes ; Ferry, absent ; Hughes, yes ; Moore, yes ; Strange, absent ; Zappa, yes ;  
Motion passes: 4 yes, 2 absent

**B.** **Ordinance 2019-040**: Amend Ordinance 184-28 Schedule 7 Parking prohibited at all times (Washington Ave.)

Motion to open the public hearing for Ordinance 2019-040: Zappa / Columbus  
Roll call vote: Columbus, yes ; Ferry, absent ; Hughes, yes ; Moore, yes ; Strange, absent ; Zappa, yes ;  
Motion passes: 4 yes, 2 absent

Councilman Zappa discussed the intent of the Ordinance. Dir. Roll specified where signs and markings will be placed on Washington Ave.

Motion to close the public hearing for Ordinance 2019-040: Moore / Columbus  
Roll call vote: Columbus, yes ; Ferry, absent ; Hughes, yes ; Moore, yes ; Strange, absent ; Zappa, yes ;  
Motion passes: 4 yes, 2 absent

Motion to adopt Ordinance 2019-040: Moore / Columbus

Roll call vote: Columbus, yes ; Ferry, absent ; Hughes, yes ; Moore, yes ; Strange, absent ; Zappa, yes ;  
Motion passes: 4 yes, 2 absent

## DISCUSSION ITEMS

**A.** Main Street Parking - Mayor Lee spoke about having a Town Hall meeting with twenty people about parking on Main Street, the intent to have a safe Main Street and also not lose spaces on Main Street, having Borough professionals measure Main Street, and spoke to a plan which may add parking spaces with clear markings. Councilman Zappa spoke about the request from the public for having a traffic expert from the Borough Engineer's office do a traffic study for eight thousand dollars which Council agreed is currently too costly, and spoke about having a Resolution to have the markings on the roads.

## CONSENT AGENDA

RESOLUTION #	TITLE
Resolution – 298 – 2019	Authorizing the High Bridge Police Department to participate in the defense logistics agency, law enforcement support office, 1033 program
Resolution – 299 – 2019	Support of referendum - property tax deduction for veterans
Resolution – 300 – 2019	Amend Solicitor's Permit - Howl-o-ween
Resolution – 301 – 2019	Award of contract - construction permit program

Motion to approve the consent agenda items (add as amended if necessary): Moore / Zappa

Roll call vote: Columbus, yes ; Ferry, absent ; Hughes, yes ; Moore, yes ; Strange, absent ; Zappa, yes ;

Motion passes: 4 yes, 2 absent

## COUNCIL COMMITTEE ASSIGNMENTS

**Councilman Zappa** - Engineering, Department of Public Works

Spoke about construction timeline for McDonald Street beginning next week which includes water main work, the bridge replacement on Main Road is nearly completed, and the Department of Public Works is completing leaves in different sections which is going well.

**Councilwoman Hughes** - Environmental, Solid Waste / Recycling, Public Health & Open Space

Spoke about November 9th rabies clinic, the Environmental Commission has a speaker about the spotted lantern fly.

**Councilwoman Moore** - Special Events / Finance

Spoke about the PaintOut competition beginning and culminating with an auction, the art media accepted in the competition, the Halloween Trunk-or-treat starting this weekend along with the rules of the event and that the event is rain or shine, the December 7th tree lighting at St. Joseph's Church, the events Committee Chair working with the HBBA decorating the Main St. planters with the middle-schoolers, and the Events Committee is looking for members.

**Councilman Strange** - Emergency Services / Recreation: No report at this time

**Councilwoman Ferry** - Historical / Education: No report at this time

**Councilman Columbus** - Golf / Economic Development Committee

Spoke about the golf ad-hoc Committee members meeting to discuss repairs, read the statistics of the golf course for September, October's good results, the charity event on October 25th teeing off, the State Tourism Grant was not approved, SBA seminar has been postponed, the Economic Development Committee worked with Events Committee for coming events, and there are two open seats so new members are welcome.

**Administrator Michael Pappas** - Administrative report

Administrator Pappas spoke about seeking funding provisions for the Safe Routes-to-school to see if more funds are available, asked Attorney Goodman to review the final draft of the position descriptions, spoke about attending an affordable housing seminar about having residents seek assistance in the Borough through this program, and 100 West Main cosmetic adjustments needing no permits at this time, a sign on the front of the building which has contact information, and spoke about the request to utilize water at the property.

**Mayor Michele Lee** - Executive Services

Spoke about getting a formal agreement from NJ Transit for the dog park, the hope to get a formalized document, the playground equipment has been fixed, mulch has been laid, JORBA will be starting to do work on the trails, attended the HC Economic Summit which included a "Film Hunterdon" initiative and starting a Hunterdon County Tourism Board with representation from the Borough, attended a meeting of the 78-22 Coalition where one-seat rides were discussed, the need for more safety grants to be applied for, getting interest further out than Westfield on the train line, and a successful Main Street traffic meeting was held.

**PUBLIC COMMENTS: 5 MINUTES PER PERSON: NONE**

**LEGAL ISSUES**

Attorney Goodman stated that an executive session may be needed if no progress from the Town of Clinton is made pertaining to the Town of Clinton sewer agreement.

**BILL LIST**

Approval of Bills as signed and listed on the Bill Payment List. **Total Amount: \$2,121,765.62**

Motion to approve bill list: Moore / Zappa

Roll call vote: Columbus, yes ; Ferry, absent ; Hughes, yes ; Moore, yes ; Strange, absent ; Zappa, yes ;

Motion passes: 4 yes, 2 absent

**COMMUNICATIONS**

A. Tax and Finance monthly reports

B. 2018 Town of Clinton Sewer Audit

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

Motion to adjourn: Zappa / Columbus

Roll call vote: Columbus, yes ; Ferry, absent ; Hughes, yes ; Moore, yes ; Strange, absent ; Zappa, yes ;

Motion passes: 4 yes, 2 absent

**Next Council Meeting:** November 14, 2019 - 7:30 pm – Fire House, 7 Maryland Ave., High Bridge, NJ

Introduction 10/10/2019  
Publication (summary) 10/17/2019  
Planning Board 10/21/2019  
Adoption  
Publication (Title)

## **ORDINANCE 2019-038**

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

#### **Amend Land Use Ordinance for Nonconforming Lots**

**WHEREAS**, the Land Use Ordinance has certain provisions regarding nonconforming buildings, structures, uses and lots, and the Borough wishes to clarify the treatment of certain nonconforming lots.

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

1. Chapter 145 of the Code of the Borough of High Bridge, “Land Use and Development” (2005), Section 305 entitled “Nonconforming buildings, structures, uses and lots,” is hereby amended and supplemented so that Section 145-305(I) shall now provide as follows:

#### I. Nonconforming lots

- (1) Whenever any nonconforming lot which legally existed as of December 23, 2004 is smaller than the minimum lot size currently required in the subject zoning district for the proposed use, and such lot is at least one-half the minimum lot size currently required in its subject zoning district, the Zoning Officer shall issue zoning permits and the Construction Official shall issue construction permits for said lot and no variance shall be required for the substandard lot area, provided that the lot width is the size which was allowed by the approving authority at the time the lot was created, the yard setbacks are in line with the setbacks of existing structures on the lot, and no other variances are required. In no event shall a non-conforming structure be enlarged in any manner that would either create a new or additional noncompliance with any bulk regulations or increase the degree of noncompliance with respect to any bulk regulations.
- (2) Whenever the owner of a lot existing at the time of adoption of this chapter has dedicated or conveyed land to the Borough, County or State in order to meet the minimum street width requirements of this chapter, and the area or depth of the lot has been rendered substandard only by virtue of such dedication or conveyance, and the owner has no other adjacent lands

with which to satisfy the lot area or lot depth requirements of the zone in which the lot is located, the Zoning Officer shall issue zoning permits and the Construction Official shall issue construction permits and certificates of occupancy for said lot as if these requirements were met, and no variance shall be required for the substandard lot area and/or lot depth, as applicable.

2. All other Ordinances or parts of Ordinances inconsistent herewith are hereby amended only as to such inconsistency.

3. In the event that any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

4. This Ordinance shall take effect upon final passage and publication in accordance with the law, and upon filing a certified copy thereof with the Hunterdon County Planning Board.

Introduction: 10/10/2019  
Publication: 10/17/2019  
Tabled: 10/24/2019  
Adoption:  
Publication:

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

**ORDINANCE #2019-039**

ORDINANCE APPROPRIATING \$62,800.00 FROM THE CAPITAL IMPROVEMENT FUND FOR IMPROVEMENTS TO THE CART PATH, PURCHASE OF EQUIPMENT LIFT, AND TRACTOR MOWER AT HIGH BRIDGE HILLS GOLF COURSE IN THE BOROUGH OF HIGH BRIDGE, IN THE COUNTY OF HUNTERDON, NEW JERSEY.

BE IT ORDAINED BY THE BOROUGH COMMON COUNCIL OF THE BOROUGH OF HIGH BRIDGE, IN THE COUNTY OF HUNTERDON, NEW JERSEY AS FOLLOWS:

Section 1. \$62,800.00 is hereby appropriated from the Capital Improvement Fund for improvements to the cart path, purchase of equipment lift, and tractor mower at High Bridge Hills Golf Course, including all work and materials necessary therefore and incidental thereto in and by the Borough of High Bridge, in the County of Hunterdon, New Jersey (the "Borough").

Section 2. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 3. This ordinance shall take effect as provided by the law.

Introduction  
Publication (summary)  
Adoption  
Publication (Title)

**ORDINANCE 2019-041**

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

**Amend Borough Code, Chapter 407, Chapter 303, and 149 regarding water meters**

**WHEREAS**, the Borough of High Bridge has adopted Water regulations in Chapter 407 of the Borough Ordinances; and

**WHEREAS**, the Borough has adopted Sewer regulations in Chapter 303 of the Borough Ordinances; and

**WHEREAS**, the Borough has adopted regulations regarding Continuing Certificates of Occupancy in Chapter 149 of the Borough Ordinances; and

**WHEREAS**, the Borough seeks to amend these Chapters to clarify the provisions regarding the installation of water meters in buildings that have more than one dwelling unit or commercial unit and to ensure that appropriate water meters are installed in connection with new construction and resales of property and to clarify the treatment of water and sewer customers in buildings with more than one dwelling unit or commercial unit.

**NOW, THEREFORE BE IT ORDAINED**, by the governing body of the Borough of High Bridge, in the County of Hunterdon, and the State of New Jersey:

1. Chapter 407 of the Borough Ordinances, Section 407-16 “Definitions” is amended to modify the definition of Customer as follows:

**CUSTOMER:** A person, firm or corporation, including an association or combination of persons, firms or corporations, by which or for which application is made to the Borough of High Bridge for water service, or which, according to the records of the Borough of High Bridge and/or because of ownership of property, is responsible for the use of water and distribution facilities at a location to which water is now or shall hereafter be furnished by the Borough of High Bridge. In buildings with more than one dwelling unit or commercial unit, the number of customers shall be set by the Utility Collector based on individual units as set forth on the property record cards maintained by the Borough Tax Assessor.

2. Chapter 407 of the Borough Ordinances, Section 407-17(B) is amended to delete the current provision and provide as follows:
  - B. Only one service connection, one shut off valve and one meter per unit shall be installed and maintained in accordance with current Borough standards. Where there are multiple residential units or commercial units on the same property, each residential unit or commercial unit shall have a separate meter, provided however, that owners of one- and two-family dwellings existing as of January 1, 2020 shall not be required to install separate water meters for each residential unit but must have at least one water meter for the entire building.
3. Chapter 407 of the Borough Ordinances, Section 407-17(B) is amended to provide a new section 407-17(C):
  - C. If new water meters are installed in a building, water meters shall be installed for each separate unit in the building, unless the owner of the building requests in writing to the Utility Collector to have the entire building considered as a single account (with the account including charges for each customer in the building). If separate meters are installed, meters shall be installed for every unit in the building.
4. Chapter 407 of the Borough Ordinances, Section 407-36(A) is amended to delete the current provision and provide as follows:
  - A. All water supplied to each individual dwelling unit or commercial unit in the Borough of High Bridge, except temporary service upon the express approval of the Borough of High Bridge, shall be metered, and each individual unit shall be a customer, provided however, that owners of multiple dwelling units within buildings who include water as part of the rental payment charged to tenants may apply in their annual landlord registration statement pursuant to Section 284-3 to have the entire building considered as one single account (with the account including charges for each customer in the building).
5. Chapter 149 of the Borough Ordinances, Section 149-4(B) is amended to delete the current provision and provide as follows:
  - B. The CCO Officer shall inspect to determine that each separate dwelling unit or commercial unit within the subject property/structure has its own separate water meter in compliance with current Borough standards and shall require the water meter for each unit to have two ball valve shutoff valves located on each of the inlet and outlet of the meter, provided, however that owners of one- and two-family dwellings existing as of January 1, 2020 shall

not be required to install separate water meters for each residential unit but must have at least one water meter for the entire building. If deficient, the CCO Officer shall submit a report to the water department.

6. Chapter 303 of the Borough Ordinances, Section 303-7 is amended to provide a new section 303-7(F) (4):

(4) In determining the charges for premises or buildings with more than one dwelling unit or commercial or industrial establishment, the number of active sewer users shall be set by the Utility Collector based on individual units as set forth on the property record cards maintained by the Borough Tax Assessor.

7. All ordinances or parts of ordinances deemed to be inconsistent with this ordinance are hereby repealed.
8. This ordinance shall become effectively immediately upon final adoption and publication in accordance with the laws of the State of New Jersey.

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Michele Lee, Mayor

ATTEST:

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Adam Young, Municipal Clerk

Introduction:  
Publication:  
Adoption:  
Publication:

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

**ORDINANCE #2019-042**

ORDINANCE APPROPRIATING \$62,800.00 FROM THE CAPITAL IMPROVEMENT FUND FOR IMPROVEMENTS TO THE CART PATH, EQUIPMENT PURCHASES, AND REPAIRS TO THE SPRINKLER SYSTEM AT HIGH BRIDGE HILLS GOLF COURSE IN THE BOROUGH OF HIGH BRIDGE, IN THE COUNTY OF HUNTERDON, NEW JERSEY.

BE IT ORDAINED BY THE BOROUGH COMMON COUNCIL OF THE BOROUGH OF HIGH BRIDGE, IN THE COUNTY OF HUNTERDON, NEW JERSEY AS FOLLOWS:

Section 1. \$62,800.00 is hereby appropriated from the Capital Improvement Fund for improvements to the cart path, equipment purchases , and repairs to the sprinkler system at High Bridge Hills Golf Course, including all work and materials necessary therefore and incidental thereto in and by the Borough of High Bridge, in the County of Hunterdon, New Jersey (the “Borough”).

Section 2. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 3. This ordinance shall take effect as provided by the law.

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

**ORDINANCE #2019-043**

**ORDINANCE APPROPRIATING AN ADDITIONAL  
\$102,510 FROM GRANT FUND FOR STREETSCAPE  
PHASE 2, IN AND BY THE BOROUGH OF HIGH BRIDGE,  
IN THE COUNTY OF HUNTERDON, NEW JERSEY.**

BE IT ORDAINED BY THE BOROUGH COMMON COUNCIL OF THE BOROUGH OF HIGH BRIDGE, IN THE COUNTY OF HUNTERDON, NEW JERSEY AS FOLLOWS:

Section 1. An additional \$102,510 is hereby appropriated from the Grant Fund by award from the Federal Highway Administration Transportation Assistance Program to provide to the Streetscape Phase II improvements, including all work and materials necessary therefore and incidental thereto, as described in Ordinance #2013-16, finally adopted August 15, 2013 appropriating \$215,000 from the New Jersey Department of Transportation Enhancement Program Grant (“Ordinance #2013-16”), and Ordinance #2014-04, finally adopted January 23, 2014 appropriating \$250,000 from the Capital Improvement Fund (“Ordinance #2014-04”). The total appropriation for the project described in and authorized by Ordinance #2013-16, Ordinance #2014-04 and Ordinance #2019-043 is now \$567,510.

Section 2. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 3. This ordinance shall take effect as provided by the law.

Introduction:  
Publication (summary):  
Adoption:  
Publication (Title):

**ORDINANCE 2019-044**

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

**ORDINANCE AUTHORIZING TAX EXEMPTION AND PAYMENT IN  
LIEU OF TAXES PURSUANT TO NJSA 40A:21-1 ET SEQ. IN  
CONNECTION WITH THE CONSTRUCTION OF IMPROVEMENTS AT  
PROPERTY LOCATED AT 81 WEST MAIN STREET, BLOCK 30, LOT 13 & 14**

**WHEREAS**, the Borough of High Bridge pursuant to Resolution 95-27 has designated the entire Borough to be an area in need of rehabilitation, pursuant to *N.J.S.A.* 40A:12A-1, *et seq.*; and

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

**WHEREAS**, on February 11, 2016 the Borough Council adopted Ordinance 2016-5 which readopted Chapter 365 and permitted tax exemptions and abatements for multiple dwellings; and

**WHEREAS**, Riverview Village, LLC currently owns the Premises at 81 West Main Street, Block 30, Lots 13 and 14 (the "Premises") and is developing the Premises for a project consisting of approximately 15 residential dwelling units (the "Project"); and

**WHEREAS**, Riverview Village LLC applied to the Borough for a tax exemption pursuant to the Five Year Exemption and Abatement Law, *N.J.S.A.* 40A:21-1 *et seq.* with respect to the Project (the "Application"); and

**WHEREAS**, Riverview Village LLC has proposed to pay an Annual Service Charge in lieu of taxes on the improvements on the Premises on a five-year phase-in basis pursuant to Chapter 365-6 of the Borough Ordinances and *N.J.S.A.* 40A:21-10; and

**WHEREAS**, the Mayor of the Borough of High Bridge has recommended the approval of the Application; and

**WHEREAS**, the Borough Council adopted a Resolution approving the Application of Riverview Village LLC; and

**WHEREAS**, the Borough Council has determined that it is in the best interest of the Borough to grant a tax exemption and enact this Ordinance to allow Riverview

Village LLC to obtain a program for payments in lieu of taxes on the improvements on the Premises, and to approve a financial agreement, in the form attached hereto and incorporated herein as **Exhibit A** (the "Financial Agreement"), as a means of facilitating the same; and

**WHEREAS**, the Borough Council has determined that the Project will result in significant benefits to the Borough, including the redevelopment of an existing dilapidated structure, the creation of jobs during construction and providing much-needed attractive quality housing in the Borough, and the Project can result in significant benefits to the Borough which are far greater to the Borough than the cost, if any, associated with the grant of a tax exemption for the Property.

**NOW, THEREFORE, BE IT ORDAINED**, that the Borough Council hereby approves the Financial Agreement between the Borough and Riverview Village, LLC, attached hereto as **Exhibit A**, pursuant to the Five Year Exemption and Abatement Law, *N.J.S.A.* 40A:21-1 et. seq., and approves the Annual Service Charges set forth in the Financial Agreement, and hereby authorizes the Mayor to execute such Financial Agreement.

Introduction:  
Publication:  
Adoption:  
Publication:

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

**ORDINANCE #2019-045**

ORDINANCE APPROPRIATING AN ADDITIONAL \$100,000.00 FROM THE WATER CAPITAL IMPROVEMENT FUND FOR WATER MAIN BYPASS ON MINE ROAD IN THE BOROUGH OF HIGH BRIDGE, IN THE COUNTY OF HUNTERDON, NEW JERSEY.

BE IT ORDAINED BY THE BOROUGH COMMON COUNCIL OF THE BOROUGH OF HIGH BRIDGE, IN THE COUNTY OF HUNTERDON, NEW JERSEY AS FOLLOWS:

Section 1. An additional \$100,000.00 is hereby appropriated from the Water Capital Improvement Fund for improvements to the water main bypass on Mine Road, including all work and materials necessary therefore and incidental thereto, as described in Ordinance #2018-029, finally adopted July 26, 2018 appropriating \$25,000.00 in and by the Borough of High Bridge, in the County of Hunterdon, New Jersey (the "Borough") ("Ordinance #2018-029"). The total appropriation for the project described in and authorized by Ordinance #2018-029 and Ordinance #2019-045 is now \$125,000.00.

Section 2. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 3. This ordinance shall take effect as provided by the law.

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

**AMEND ORDINANCE CHAPTER 184-10: PARKING PROHIBITED AT ALL TIMES,  
ESTABLISHING CHAPTER 184-24.2, SCHEDULE 3B PERMISSIBLE PARKING  
DISTANCES**

**RESOLUTION: 302-2019**

**ADOPTED:**

Amend Ordinance Chapter 184-10: Parking prohibited at all times, establishing Chapter 184-24.2, Schedule 3B Permissible Parking Distances

**WHEREAS** the Mayor and Council have determined it necessary to establish parking regulations within the municipality;

**WHEREAS** in accordance with N.J.S.A. 39:4-138.6 as the municipal authority to mandate the permissible distance a person may park a motor vehicle from a crosswalk, side line of a street or intersecting highway, or “stop” sign the Mayor and Council hereby establish Chapter 184-24.2, Schedule 3B Permissible Parking Distances;

**WHEREAS** the Ordinance 184-10: Parking prohibited at all times is amended to include:

**§ 184-10: Parking prohibited at all times.**

**A.** No person shall park a vehicle at any time upon any of the streets or parts thereof, including parking of traffic on municipal property and Board of Education Property described in Schedule 7 (§ **184-28**), attached to and made a part of this chapter.

**B.** No person may park a vehicle in a yard, outside the building footprint, unless it is in a previously approved designated driveway or parking lot.

**C.** No owners or operators of any motor vehicle to park said motor vehicle outside the painted lines which mark out the regulated parking space on designated streets, all municipal parking lots and / or any regulated parking areas. No owner or operator shall park or stand a motor vehicle so as to block or impede the progress of any other vehicle, or access by another vehicle to a vacant parking space, or exit from a parking space occupied by another motor vehicle.

**D.** No person shall park at any time upon any of the streets or parts thereof within the designated prohibited distances as described in Schedule 3B (§184-24.2).

**§ 184-24.2, Schedule 3B: Permissible Parking Distances.**

***Outbound designation*** defined as the travel segment of a roadway associated to an intersection or crosswalk, or portion thereof, where vehicular traffic flows away from an intersection and / or crosswalk with the legally established direction of travel.

Main Street

Intersection of Bridge Street:

- South of Intersection / northbound side of roadway 25' of stop sign

Intersection of McDonald Street:

- North of Intersection Northbound side 5' of crosswalk
- North of Intersection Southbound side 21' of crosswalk

Intersection of Vancycle Place:

- South of intersection / southbound side 5' of crosswalk
- North of intersection / northbound side 5' of crosswalk

McDonald Street

Intersection of Main Street:

- East of Intersection / westbound side 25' of stop sign

Intersection of Mill Street:

- West of Intersection / eastbound side to curb extension

VanSyckle Place

Intersection of Main Street:

- West of Intersection / eastbound side 25' of stop sign

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey hereby amend Ordinance Chapter 184-10: Parking prohibited at all times and establish Chapter 184-24.2, Schedule 3B Permissible Parking Distances

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

**CALLING FOR STUDY COMMISSION TO REVIEW THE  
OPEN PUBLIC RECORDS ACT**

**RESOLUTION: 303-2019**

**ADOPTED:**

**WHEREAS**, the Borough of High Bridge strongly believes in and supports open transparent government, and that citizens and residents have the right to be informed about the workings of government in order to best participate in a democracy; and

**WHEREAS**, on January 8, 2002 then Acting Governor DiFrancesco signed into law the Open Public Records Act (OPRA) which mandates that government records shall be available, with limited exceptions, for public access and simplifying the procedures for requesting such specific records; and

**WHEREAS**, the intent of the law was to provide the public with easy access to government records with an uncomplicated process for obtaining the records and eliminating bureaucratic red tape; and

**WHEREAS**, over the course of 18 years OPRA has been a positive light, but it has also been fraught with abuse and misuse, and has become an unanticipated financial cost to the taxpayers of New Jersey; and

**WHEREAS**, the Borough of High Bridge has labored under a well-intended law that has spiraled out of control, due to the volume and nature of requests, the cost to taxpayers in responding to the requests, and the potential liability in having to pay disproportionate prevailing party attorney's fees should the requests turn into litigated matters, as well as the liability in determining which documents shall be released, with or without redaction, while attempting to maintain individual privacy; and

**WHEREAS**, it is not only the volume of OPRA requests that challenge our resources, but it is also the cost associated with reviewing, retrieving, and processing the OPRA request(s) by public entity personnel and counsel and possibly defending our action(s) before the Government Records Council or in Superior Court; and

**WHEREAS**, the Borough of High Bridge received and responded to one hundred ninety-one (191) OPRA requests in 2017, two hundred forty-two (242) OPRA requests in 2018, and to date has received and responded to one hundred eighteen (118) OPRA requests as of September 1, 2019; and

**WHEREAS**, the Borough of High Bridge municipal staff and Police Department staff has spent approximately forty-one (41) hours responding to OPRA requests received in 2019 to date, and a

yearly average of approximately one hundred eight (108) hours since 2017; and

**WHEREAS**, due to the often-conflicting case law and Government Record Council decisions, as well as the unique characteristics of OPRA request, the Borough of High Bridge must often times rely on the municipal attorney to review certain OPRA requests, resulting in additional fees of approximately two thousand sixty-five dollars (\$2,065) in response to OPRA requests in 2017, two thousand one hundred seventeen dollars and fifty cents (\$2,117.50) in response to OPRA requests in 2018, and currently has spent three thousand seven hundred ten dollars (\$3,710) in response to OPRA requests in 2019; and

**WHEREAS**, with limited exceptions, OPRA has not been amended to address the clear and apparent advancement in technology that has changed the way government records are created, stored, and/or transmitted; the various interpretive decisions; privacy concerns; abuse for commercial gain; and/or the ever-increasing cost to taxpayers; and

**WHEREAS**, as the current law approaches its twentieth (20th) anniversary it has outgrown its original intended use and has become ripe for comprehensive review and reform;

**NOW, THEREFORE BE IT RESOLVED** that the governing body of the Borough of High Bridge appeals to the legislature to form a Commission comprised of Mayors, Municipal Clerks, Municipal Managers, Attorneys, Police Chiefs, open government advocates, privacy experts, members of the media, citizens and other appropriate stakeholders, to review and examine the effects of OPRA on local government and the needs to be fulfilled by the law, and use the Commission's findings to perform a comprehensive reform of OPRA; and

**BE IT FURTHER RESOLVED**, that copies of this resolution be forwarded to Assemblyman John DiMaio, Assemblyman Erik C. Peterson, Senator Michael J. Doherty, Assembly Speaker Craig Coughlin, Senate President Stephen Sweeney, Senator Loretta Weinberg, Executive Director of the Government Records Council, the Governor of the State of New Jersey, the Municipal Clerks Association of New Jersey and New Jersey State League of Municipalities.

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

**AUTHORIZATION TO ADVERTISE FOR PART-TIME DEPARTMENT OF  
WORKS LABORER**

**RESOLUTION: 304-2019**

**ADOPTED:**

**WHEREAS**, there is a need for a part-time Department of Works laborer with plumbing license and with CDL preferred; and

**WHEREAS**, the position is required to be advertised,

**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 advertises for the above position.

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

**Award of Contract - Main Street Streetscape Phase 2**

**RESOLUTION: 305-2019**

**ADOPTED:**

**WHEREAS**, the Borough of High Bridge (“Borough”) has entered into an Agreement with the New Jersey Department of Transportation for funding for the Main Street Streetscape – Phase 2 improvement project (the “Improvements”); and

**WHEREAS**, Maser Consulting P.A. has prepared plans and specifications for the Improvements, and the Borough published the appropriate advertisements to enable the Borough to seek bids for the project; and

**WHEREAS**, three bids were received and opened on October 3, 2019, in accordance with the advertised date for acceptance of bids from the following contractors:

<b>Contractor</b>	<b>Base Bid</b>
AA Berms, LLC	\$411,064.00
Topline Construction Corp.	\$481,422.66
Berto Construction Inc.	\$547,986.00

and;

**WHEREAS**, the Borough Engineer has reviewed the bids and recommended award of the low bid from AA Berms, LLC; and

**WHEREAS**, the Borough Attorney has also reviewed the bids and found that the bid from AA Berms LLC conforms to the bid requirements.

**NOW, THEREFORE, BE IT RESOLVED** the Mayor and Council of the Borough of High Bridge, in the County of Hunterdon and the State of New Jersey, hereby award to AA Berms LLC, 106 Mill Street, Belleville, New Jersey 07109 a contract for the construction of the Main Street Streetscape Improvements (Phase 2) in the amount of \$411,064.00 and authorize the Borough to enter into a contract with AA Berms LLC.

ATTEST:

\_\_\_\_\_  
Adam Young, Clerk

\_\_\_\_\_  
Michele Lee, Mayor

I, Bonnie Ann Fleming, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from FHA TAP Grant Fund – Acct#10141760 and Streetscape Phase II—Acct#309203.



\_\_\_\_\_:

Bonnie Ann Fleming  
Chief Financial Officer

#### CERTIFICATION

I, Adam Young, Deputy Clerk of the Borough of High Bridge, hereby certify that this resolution was duly adopted by the Borough of High Bridge Council at a meeting duly held on the 14<sup>th</sup> day of November, 2019; that this resolution has not been amended or repealed; and that it remains in full force and effect as of the date I have subscribed my signature.

\_\_\_\_\_  
Adam Young, Clerk

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

**APPROPRIATION TRANSFERS**

**RESOLUTION: 306-2019**

**ADOPTED: pending**

**WHEREAS**, N.J.S.A. 40A:4-58 provides that during the last two months of each fiscal year, when a municipality has expended an amount in excess of the respective sums appropriated for any given purpose, the municipality may transfer from accounts in which there are excess amounts of appropriations; and

**WHEREAS**, N.J.S.A. 40A:4-58 further provides that these amounts may be covered by a transfer from excess appropriations from any line item which has funds in excess of amounts deemed necessary to fulfill the purpose of the appropriation; and

**WHEREAS**, no transfers are made from appropriations for contingent expenses or deferred charges.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Common Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey that the Chief Financial Officer is hereby authorized to make the following line-item transfers in the 2019 Budget:

<u>Account</u>	<u>Transfer Amount From:</u>	<u>Transfer Amount To:</u>
<b><u>Current Fund</u></b>		
Administrator-S&W		\$4,600.00
Administrator-O/E		\$500.00
Newsletter		\$3,200.00
Clerk-S&W	\$2,000.00	
Clerk – O/E	\$2,000.00	
Codification	\$300.00	
Finance-S&W		\$1,000.00
Finance – O/E	\$1,000.00	
Tax Collector-S&W		\$1,000.00
Tax Collector – O/E	\$1,000.00	
Tax Assessor – O/E	\$600.00	
Buildings & Grounds-O/E	\$2,000.00	
Planning Board – O/E		\$1,500.00
Construction – O/E		\$3,200.00
Insurance	\$6,400.00	
DPW – O/E	\$7,000.00	
Parks & Playgrounds – O/E		\$7,000.00
Special Events		\$300.00
<b>TOTAL</b>	<b>\$22,300.00</b>	<b>\$22,300.00</b>
<b><u>Sewer Utility</u></b>		
Sewer-S&W		\$1,000.00
Sewer-O/E	\$3,400.00	
Soc Sec		\$2,400.00
<b>TOTAL</b>	<b>\$3,400.00</b>	<b>\$3,400.00</b>

**Solid Waste Utility**

SW-S&W		\$1,500.00
SW-O/E	\$1,900.00	
Soc Sec		\$400.00
<b>TOTAL</b>	<b>\$1,900.00</b>	<b>\$1,900.00</b>

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

**RESOLUTION: 307-2019**

**ADOPTED: pending**

**HIGH BRIDGE HILLS GOLF RATES**

**WHEREAS**, ranges for High Bridge Hills Golf Club In-Season rates were established in Ordinance 2019-003 and adopted by the High Bridge Borough Council; and

**WHEREAS**, the rates effective immediately shall be as follows:

<b>A. General Public Golf Rates</b>	<b>Monday - Friday</b>	<b>Weekends &amp; Holidays</b>
Daily	\$50	\$65
Twilight	\$34	\$40
Super Twilight	\$22	\$24
Senior (60+)*	\$37	N/A
9 Holes	\$26	N/A
<b>B. Hunterdon County Residents</b>	<b>Monday - Friday</b>	<b>Weekends &amp; Holidays</b>
Daily	\$45	\$60
Twilight	\$29	\$35
Super Twilight	\$20	\$22
Senior (60+)*	\$32	N/A
9 Holes	\$23	N/A
<b>C. Borough of High Bridge Resident/Taxpayer Rates</b>	<b>Monday - Friday</b>	<b>Weekends &amp; Holidays</b>
Daily	\$40	\$55
Twilight	\$24	\$30
Super Twilight	\$18	\$20
Senior (60+)*	\$27	N/A
9 Holes	\$20	N/A

Prices Include Green Fee, Cart Fee & any applicable taxes. Rates subject to change at any time without notice.

Valid ID must be presented at check-in for High Bridge Residents and Hunterdon County Residents.

\*\*The Senior Special – Mon-Fri excluding Holidays – Includes lunch OR a select sleeve of golf balls. Senior Rates are honored for players over the age of 60+. Valid ID must be presented at check-in. Lunch served 11am-3pm daily and lunch vouchers must be redeemed

same day of play. Cannot be combined with any other offer.

Replay Rates are available M-F for \$20 and Sat-Sun & Holidays for \$30 - includes Green Fee, Cart Fee, GPS & any applicable taxes. Replays are based on availability and cannot be booked in advance. Replays are valid for up to 18 holes.

Guests of Members pay the Hunterdon County Rate applicable for their tee time. Must be member-accompanied play. Active Duty Military and Active Duty Police or First Responders pay the Hunterdon County Rate applicable for their tee time.

Player Development Program Cards are \$299 and include unlimited Range Balls. Based on availability, PDP Card holders may also play after 5:00pm (after 3:00pm Off-Season) each day of the week for \$15 - includes Green Fee, Cart Fee, GPS & any applicable taxes. Benefits are non-transferable and expire on 12/31. Range is open weather permitting and may be restricted to mats only. Range Membership only is \$199.

Players must be at least 16 years of age and possess a valid driver license to drive a golf cart

\*\*\*Junior Special (17 or younger) - \$8 anytime on a weekday or after 11:00am on Saturdays, Sundays or Holidays. Juniors must walk or be a passenger with a licensed driver – only 2 people per golf cart. Saturdays, Sundays & Holidays before 11am, Juniors must pay the prevailing rates. Juniors under the age of 14 must be accompanied by a paying adult.

## **2019 High Bridge Hills Memberships**

### **Public**

*Full Membership* - \$2,550 (7 Day Access)

*Weekday* - \$1,400 (5 Day Access, M-F Excluding Holidays)

*Weekday Plus* - \$1,950 (Weekday Anytime Access, and after 12pm Weekends and Holidays)

*Twilight* - \$1,200 (7 Day Access after 2:00pm In-Season, 1:00pm Off-Season)

### **Borough of High Bridge Resident**

*Full Membership* - \$2,250 (7 Day Access)

*Weekday* - \$1,175 (5 Day Access, M-F Excluding Holidays)

*Weekday Plus* - \$1,625 (Weekday Anytime Access, and after 12pm Weekends and Holidays)

*Twilight* - \$999 (7 Day Access after 2:00pm In-Season, 1:00pm Off-Season)

### **Benefits**

- Unlimited Green & Cart Fees
- 10 Day Advance Tee Times
- Unlimited Range & Practice Facility Use
- GHIN Handicap Service Included
- 10% off all Golf Shop Merchandise (Excluding Clubs, Special Orders & Sale Merchandise)
- Reduced Guest Fees (Guests will pay the applicable Hunterdon County Rate)

- Addition of a Spouse to any Membership - \$800
- Addition of a Junior (17 & under) to any Membership - \$350
- Addition of a Men's Locker - \$100
  
- All Memberships expire 12/31 of each year
- Memberships are 50% off 07/15 of each year
- Benefits are non-transferable and non-refundable

Off-Season 2018-2019 Rates – 10/29/18-04/07/19

A. General Public Golf Rates	Monday - Friday	Weekends & Holidays
18 Holes	\$42	\$55
9 Holes	\$27	\$30
Twilight	\$27	\$30
Senior (60+)**	\$34	\$45

B. Hunterdon County Residents	Monday - Friday	Weekends & Holidays
18 Holes	\$37	\$50
9 Holes	\$22	\$25
Twilight	\$22	\$25
Senior (60+)**	\$29	\$40

C. Borough of High Bridge Resident/Taxpayer Rates	Monday - Friday	Weekends & Holidays
18 Holes	\$32	\$45
9 Holes	\$20	\$25
Twilight	\$20	\$25
Senior (60+)**	\$25	\$35

**NOW THEREFORE BE IT RESOLVED**, by the Borough Council of the Borough of High Bridge, County of Hunterdon, State of New Jersey, that the golf rates shall be approved and become effective immediately.

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

**AMENDMENT OF PROFESSIONAL SERVICE CONTRACT**

**RESOLUTION: 308-2019**

**ADOPTED:**

**WHEREAS**, a professional service contract for Borough Engineer was awarded to Maser Consulting P.A. by Resolution #24-2019 on January 3, 2019, and amended by Resolution #081-2019 adopted on February 7, 2019, and amended by Resolution #136-2019 adopted on April 11, 2019, and amended by Resolution #150-2019 adopted on April 25, 2019, and amended by Resolution #213-2019 adopted on June 27, and Resolution #249-2019 adopted August 15, 2019, and, Resolution #259-2019 adopted September 12, 2019; and

**WHEREAS**, additional professional services are required for engineering expenses for inspections and project completion associated with Washington Avenue Phase I in the Capital Fund budget in the amount of \$3,500.00; and

**WHEREAS**, additional professional services are required for engineering expenses for inspections and project completion associated with Washington Avenue Phase II in the Capital Fund budget in the amount of \$4,000.00; and

**WHEREAS**, additional professional services are required for engineering expenses for inspections and project completion associated with the Streetscape Phase II in the Grant Fund in the amount of \$8,500.00; and

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

**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 Maser Consulting P.A. for Borough Engineer shall hereby be amended to include an additional \$3,500.00 for inspections and project completion associated with Washington Avenue Phase I, an additional \$4,000.00 for inspections and project completion associated with Washington Avenue Phase II, and an additional \$8,500.00 for inspections and project completion associated with Streetscape Phase II in the Capital Fund and Grant Fund.

I, Bonnie Ann Fleming, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from: Capital Fund: Washington Avenue Phase I -- Acct#30980302 for \$3,500.00, and Washington Avenue Phase II-Acct#30981302 for \$4,000.00 and Grant Fund - Streetscape Phase II – Acct #10141760 for \$8,500.00.



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Bonnie Ann Fleming  
Chief Financial Officer

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

**EMERGENCY APPROPRIATION FOR INSTALLATION OF A PERMANENT WATER  
LINE AT THE MINE ROAD BRIDGE**

**NO. 309-2019**

**ADOPTED:**

**WHEREAS**, an emergency has arisen with respect to installing a permanent water line at the Mine Road Bridge in conjunction with the County bridge replacement project and the need to award a contract for completion in 2019, and an inadequate provision was made in the 2019 budget for the aforesaid purpose, and NJS 40A:4-46 et seq provides for the creation of an emergency appropriation for the purpose mentioned above, and;

**WHEREAS**, the total amount of the prior emergency appropriations created is \$40,000, following adoption of Ordinance #2019-018 on May 23, 2019 for \$66,000.00 and adoption of Ordinance #2019-023 on June 27, 2019 for \$36,000.00, and adoption of Ordinance #2019-032 on October 10, 2019 for \$120,000, and;

**WHEREAS**, the appropriation to be created by this resolution is \$100,000.00, and three (3) percent of the total operating appropriations in the Current and Utility Fund budgets for 2019 is \$191,645 and;

**WHEREAS**, the foregoing appropriation together with the prior appropriations does not exceed three (3) percent of the total operating appropriations (including utility operation appropriations) in the budget for 2019;

**NOW, THEREFORE, BE IT RESOLVED**, (by not less than 2/3 of all governing body members affirmatively concurring) that in accordance with NJS 40A:4-48:

1. An emergency appropriation is hereby made for installation of the permanent water line at the Mine Road Bridge.
2. That said emergency appropriation shall be provided for in full in the 2019 Water Capital Improvement Fund budget, upon final adoption of Ordinance #2019-045 appropriating \$100,000.00.
3. That two (2) certified copies of this resolution be filed with the Director of the Division of Local Government Service.

CERTIFICATION FOR EMERGENCY APPROPRIATION FROM  
CHIEF FINANCIAL OFFICER

Purpose of emergency appropriation: Installation of a Permanent Water Line at the Mine Road Bridge.

A contract for a water main bypass at the Mine Road Bridge was awarded on October 25, 2018 to Penn Bower Excavating Inc. The bypass work was to be completed in conjunction with the County replacement of the Mine Road Bridge. The County had to delay the start of the project due to prohibitions on construction in a Trout Maintenance waterway, until June 2019. The project began in October 2019, much later than expected, due to other projects the County was completing. In coordinating the work to be done with the County, it was determined that the installation of the permanent water line would also need to be done by High Bridge. Now due to the urgency to complete the project before winter, it is necessary for the Borough to award a contract for installation of a permanent water line at the Mine Road bridge.

The Borough Council intends to award the additional work on November 14, 2019. This emergency appropriation will be cancelled upon adoption of the Water Capital Ordinance appropriating the additional funding.

Date of occurrence: November 13, 2019.

Have any contracts been awarded, or purchase orders been placed in connection with this emergency appropriation? No



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Bonnie Ann Fleming  
Chief Financial Officer

Date 11/14/19

Municipality: Borough of High Bridge

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

**APPROVING APPLICATION OF RIVERVIEW VILLAGE LLC FOR  
FIVE YEAR TAX EXEMPTION PURSUANT TO NJSA 40A:21-1 ET SEQ. FOR  
PROPERTY LOCATED AT 81 WEST MAIN STREET, BLOCK 30, LOT 13 & 14**

**RESOLUTION: 310-2019**

**ADOPTED:**

**WHEREAS**, the Borough of High Bridge pursuant to Resolution 95-27 has designated the entire Borough to be an area in need of rehabilitation, pursuant to *N.J.S.A. 40A:12A-1, et seq.*; and

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

**WHEREAS**, on February 11, 2016, the Borough Council adopted Ordinance 2016-5 which readopted Chapter 365 and permitted tax exemptions and abatements for multiple dwellings; and

**WHEREAS**, Riverview Village, LLC currently owns the Premises at 81 West Main Street, Block 30, Lots 13 and 14 (the "Premises") and is developing the Premises for a commercial project consisting of 15 residential dwelling units (the "Project"); and

**WHEREAS**, Riverview Village LLC has applied to the Borough for a tax exemption pursuant to the Five Year Exemption and Abatement Law, *N.J.S.A. 40A:21-1 et seq.* with respect to the Project (the "Application"); and

**WHEREAS**, the Mayor of the Borough of High Bridge has recommended the approval of the Application.

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

1. The Application for Tax Exemption pursuant to *NJSA 40A:21-1 et seq.* on behalf of Riverview Village, LLC for property designated as an area in need of rehabilitation and located at 81 West Main Street, Block 30, Lots 13 and 14 in the Borough of High Bridge is hereby approved.

2. The form of proposed Financial Agreement submitted along with the Application should be introduced for consideration and final adoption by ordinance, pursuant to the Five Year Exemption and Abatement Law, *NJSA 40A:21-1 et seq.*

3. This Resolution shall take effect immediately.

ATTEST:

\_\_\_\_\_  
Adam Young, Clerk

\_\_\_\_\_  
Michele Lee, Mayor

CERTIFICATION

I, Adam Young, Deputy Clerk of the Borough of High Bridge, hereby certify that this resolution was duly adopted by the Borough of High Bridge Council at a meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 2019; that this resolution has not been amended or repealed; and that it remains in full force and effect as of the date I have subscribed my signature.

\_\_\_\_\_  
Adam Young, Clerk

**PILOT APPLICATION**

Application for Tax Exemption Under Short Term Tax Exemption Law

Submitted to Borough of High Bridge, New Jersey

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

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

Proposed Project

Applicant will redevelop a property designated as Block 30, Lots 13 and 14 on the tax map of the Borough of High Bridge (the "Property"). Applicant proposes to construct 15 residential dwelling units (the "Project"). The Project design is consistent with the zoning ordinance and Master Plan of the Borough. The estimated completion date of the Project is June 2020. Attached hereto as Exhibit B is a Site Plan of the Project. Copies of the proposed lease for the Project is enclosed as Exhibit C.

Applicant estimates that the cost to complete the Project is \$ 1,595,000.00

Applicant estimates that 0 part-time employees will be employed at the Property within two years of completion of the Project.

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

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

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

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

The real property taxes currently assessed are \$130,400 for the land and \$10,000 on the improvements, and the annual taxes are \$5,799.92.

The proposed structure of payments is as follows:

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

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

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

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Percent Owned</u>
Robert Fernandes	25 Mountainview Boulevard Suite 200 Basking Ridge, NJ 07920	100%

Respectfully Submitted,

Riverview Village, LLC

By: 

Robert Fernandes, Managing Member

Attachments:

Exhibit A: Financial Agreement

Exhibit B: Site Plan

Exhibit C: Proposed Lease Form

**EXHIBIT A TO PILOT APPLICATION**  
**(FINANCIAL AGREEMENT)**

**FINANCIAL AGREEMENT**

**BETWEEN**

**BOROUGH OF HIGH BRIDGE**

**and**

**RIVERVIEW VILLAGE LLC**

**Dated: \_\_\_\_\_, 2019**

**Five-Year Exemption Pursuant to**

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

**THIS FINANCIAL AGREEMENT** (“this Agreement”), made as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **RIVERVIEW VILLAGE, LLC** (“Redeveloper”), qualified to do business under the provisions of the Five-Year Exemption and Abatement Law, N.J.S.A. 40A:21-1 et. seq. (the “Abatement Law”), having its principal office located c/o R. Fernandes Homes, 25 Mountainview Boulevard, Suite 200, Basking Ridge, New Jersey 07920, and **BOROUGH OF HIGH BRIDGE** (“Borough”), a municipal corporation in the County of Hunterdon and the State of New Jersey, whose offices are located at 97 West Main Street, High Bridge, New Jersey 08829.

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

**WHEREAS**, Redeveloper proposed to redevelop Block 30, Lots 13 and 14 (the “Project Site”), by developing a multifamily project consisting of the construction of approximately 15 residential dwelling units, together with parking areas (the “Project”); and

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

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

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

**WHEREAS**, the Borough adopted Ordinance 2016-5 on February 11, 2016 readopting Chapter 365 and permitting tax exemptions and abatements for multiple dwellings; and

**WHEREAS**, the Borough has determined that it is in the best interest of the Borough to grant a tax exemption, and has enacted Ordinance \_\_\_\_\_ adopted on \_\_\_\_\_, 2019 to allow the Redeveloper to obtain an abatement with respect to the improvements in the Project and make payments in lieu of real estate taxes; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Project. A new multifamily project consisting of the construction of 15 residential dwelling units on the Land.

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

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

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

## **ARTICLE II - APPROVAL**

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

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

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

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

## ARTICLE IV - ANNUAL SERVICE CHARGE

### Section 4.1 Annual Service Charge.

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

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

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

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

Section 4.3 Effective Date for First Payment. The obligation to pay the Annual Service Charge is to commence from the issuance of a Certificate of Occupancy for the Project.

Section 4.4 Failure to Make Payments. Redeveloper's failure to make the requisite Annual Service Charge payment within fifteen (15) days of the due date shall, following ten (10) days written notice to Redeveloper, constitute a violation and breach of this Agreement by Redeveloper, and the Borough shall, among its other remedies, have the right to proceed against the Property of Redeveloper pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:55-1 et. seq. In addition, the Borough may terminate this Agreement as to Redeveloper by duly authorized action of the Borough's governing body after having provided Redeveloper with a written "Notice of Default" (as hereinafter defined) and expiration of any cure period. Any default arising out of Redeveloper's failure to pay Land Taxes or Annual Service Charges shall be subject to the default procedural remedies as provided in Section 4.6 of this Agreement.

Section 4.5 Material Conditions. It is expressly agreed and understood that all payments

of Land Taxes, Annual Service Charges, including the methodology of computation, and any interest payments due, are material conditions of this Agreement. If any term, covenant or condition of this Agreement or the Application, to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 4.6 Remedies.

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

(b) In the event of a default on the part of Redeveloper to pay the Annual Service Charge, a material condition, the Borough, among its other remedies, reserves the right to proceed against the Land and Property of Redeveloper, in the manner provided by N.J.S.A. 54:5-1 to 54:5-129, and any act supplementary or amendatory thereof. Whenever the word "taxes" appears or is implied to mean taxes or municipal liens on Land, such statutory provisions shall be

read, as far as is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on Land. In such event, however, Redeveloper does not waive any defense it may have to contest the right of the Borough to proceed in the above-mentioned manner by conventional or In Rem Tax Foreclosure.

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

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

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

Section 5.2 Filing of Certificate of Occupancy. It shall be the primary responsibility of Redeveloper to provide the Tax Assessor, the Tax Collector and the Chief Financial Officer of the Borough with a copy of the Certificate(s) of Occupancy for each unit, promptly after issuance thereof.

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

Section 6.1 Operation of Project. The Project shall be operated in accordance with the provisions of the Abatement Law and Redeveloper hereby agrees at all times prior to the

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

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

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

#### **ARTICLE VIII - NOTICES**

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

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

(b) When sent by Redeveloper to the Borough, it shall be addressed to the Borough Clerk, Borough of High Bridge, 97 West Main Street, High Bridge, New Jersey 08829, with a copy to Borough Attorney, Barry S. Goodman, Esq., Greenbaum Rowe Smith & Davis LLP, 99 Wood Avenue South, Iselin, New Jersey 08830.

#### **ARTICLE IX - INDEMNIFICATION**

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

#### **ARTICLE X - DEFAULT**

Section 10.1 Default. Default shall be defined as the failure of Redeveloper to materially comply with the terms of this Agreement and, further, by failure of Redeveloper to materially comply with statute, ordinance or lawful regulation that may materially adversely affect the Borough's ability to enforce this Agreement and receive the benefits hereof.

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

Redeveloper is diligently seeking to cure any non-monetary default, such cure period shall be correspondingly extended).

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

#### **ARTICLE XI - TERMINATION**

Section 11.1 Termination Upon Default of Redeveloper. In the event Redeveloper fails to cure or remedy a default or breach in accordance herewith following a Notice of Default, the Borough may cancel this Agreement upon thirty (30) days' notice for monetary defaults and sixty (60) days' notice for non-monetary defaults to Redeveloper, during which time the default may be cured.

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

#### **ARTICLE XII - MISCELLANEOUS**

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

Section 12.2 Oral Representations. There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the municipal ordinance authorizing this Agreement, and the Application constitute the entire agreement between the parties, and there shall be no modifications thereto other than by a written instrument executed by both parties and delivered to each.

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

Section 12.4 Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both Redeveloper and the Borough have participated in the review and approval of same.

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

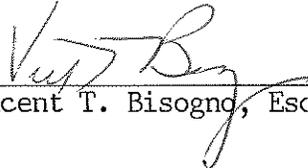
Section 12.6 Pronouns. He or it shall mean the masculine, feminine or neuter gender, the singular, as well as, the plural, as proper meaning requires.

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

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

**WITNESS:**

**RIVERVIEW VILLAGE, LLC**

**BY:**   
Vincent T. Bisogno, Esq.

**BY:**   
Name: Robert Fernandes  
Title: Managing Member

**WITNESS:**

**BOROUGH OF HIGH BRIDGE**

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

**BY:** \_\_\_\_\_  
Michele Lee, Mayor

**EXHIBIT B TO PILOT APPLICATION**

**(SITE PLAN)**



**EXHIBIT C TO PILOT APPLICATION**  
**(PROPOSED LEASE FORM)**

# General Residential Lease Agreement

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between \_\_\_\_\_, hereinafter referred to as "Landlord", and  
\_\_\_\_\_, hereinafter referred to as "Tenant".

## Agreement to Lease/Term

1. The Landlord does hereby lease to the Tenant the property known and described as the "Premises" for the term stated. The words "Landlord" and "Tenant" include all landlords and tenants under this Lease.

The term of this Lease is one year and shall begin on \_\_\_\_\_ and end on \_\_\_\_\_.

## Premises

2. The Premises are known and commonly referred to as: \_\_\_\_\_, and consists of \_\_\_\_\_. The Premises does not include any secured storage areas:

## Rent

3. The total annual rent is \$ \_\_\_\_\_, payable in advance in monthly installments of \$ \_\_\_\_\_, without any offsets or deductions of any kind.

Payments are due and payable on the first day of each month during the term of this Lease, time being of the essence. If the Tenant does not pay rent in full by the 5th of the month, the Tenant will be in breach of this contract. The monthly rent is not considered paid until the total monthly installment has been received by the Landlord at the following address: \_\_\_\_\_. Each Tenant is individually responsible for the entire rental payment and other provisions of this Lease. Any arrangement for contributions or payments between Tenants does not affect or bind the Landlord. If any two (2) or more rent checks are returned for insufficient funds or are uncollected for any reason, the Tenant will be required to make future rent payments by certified check, cashier's check or money order only. A five percent (5%) late charge will be assessed as additional rent for each rental payment received after the fifth (5<sup>th</sup>) day of the month in which the payment is due. A charge of \$25.00 will be assessed as additional rent for each dishonored or returned check. The foregoing charges will be due and payable with the monthly rent payment.

## Security Deposit

4. The Tenant shall deposit security money ("the Security") with the Landlord in the sum of \$ \_\_\_\_\_. The Security will be deposited in an interest bearing \_\_\_\_\_ account with the following bank: \_\_\_\_\_, located at the following address \_\_\_\_\_. The current interest rate for the said account is \_\_\_\_\_ percent ( %). The Landlord shall confirm and update the foregoing information in writing to the Tenant within thirty (30) days of each annual interest payment.

If the Landlord moves the Security to another account, either with the same institution or with a different institution, the Landlord shall within thirty (30) days of the said action, notify the Tenant in writing of the following relative to the new account: a) the name and address of the institution, b) the type of account and c) the current interest rate for the account.

If the Landlord's interest in the Premises is transferred, the Landlord shall (a) turn over the Security to the new Landlord and (b) notify the Tenant of the name and address of the new Landlord. Notice must be given within five (5) days after the transfer, by registered or certified mail. The Landlord shall then no longer be liable to the Tenant for the Security. The new Landlord will then become liable to the Tenant for the return of the Security.

The Security Deposit shall be increased parallel with any rent increase such that the Security Deposit will continue to represent one and one-half (1½) months' rent. The additional Security Deposit monies shall be due on the same date as the first increased rent payment for any given term.

Within thirty (30) days after the end of the Term or thirty (30) days after surrendering the Premises, whichever is later, the Landlord shall return the Security to the Tenant, including accrued interest, less any deductions made under this Lease, and/or provide the Tenant with a statement itemizing the deductions. This shall be done by personal delivery, registered mail or certified mail.

It is further understood that the Security will not be released unless the following items are done by the Tenant, or the cost of these items will be paid for by Landlord and deducted from the Security:

- a. Entire Premises are cleaned, including without limitation all floors, carpeting, walls, appliances, closets, cabinets, vanities, countertops and electrical and plumbing fixtures.
- b. Painted walls are restored to original color and any contact paper, stickers, etc., as well as any related residue, are completely removed from walls.
- c. Indentations or scratches in wood or, resilient floorings caused by moving or other means repaired or replaced to original condition.

- d. All rent, including any and all additional rent, is paid in full.
- e. All keys returned. If keys are not returned, new locks will be purchased and installed at Tenant's expense.

#### **Occupancy; No Assignment or Subletting**

- 5. Only the Tenant and the Tenant's immediate family members may reside in the Premises. No other person may reside in the Premises other than as a temporary guest.

The Tenant may not assign or transfer this Lease to anyone, or sublet all or any part of the Premises, without the Landlord's prior written consent.

#### **Additional Rent/Costs Due to Tenant's Default**

- 6. Any and all amounts due and payable from the Tenant to the Landlord pursuant to this or any other section of this Lease Agreement, including without limitation security deposit monies, utilities (if applicable), common area/maintenance charges (if applicable), additional property taxes (if applicable), late fees, dishonored check fees, attorney's fees and legal costs, shall be payable as additional rent. If the Tenant fails to comply with any provision of this Lease Agreement, the Landlord may do so on behalf of the Tenant and charge the cost of doing so to the Tenant. The Landlord may charge to the Tenant any and all reasonable attorney's fees and legal costs incurred by the Landlord as a result of the Tenant's violation of any provision of this Lease agreement. Any additional rent shall be due and payable as Rent with the next monthly Rent payment. Nonpayment of additional rent gives the Landlord the same rights against the Tenant as failure to pay the Rent.

#### **Violation, Eviction and Re-Entry**

- 7. If the Tenant should default on any rental payment or breach/violate any other provision of this Lease, the Landlord has the right to end this Lease, re-enter the Premises, if vacant, and/or start eviction proceedings. The Landlord may also evict the Tenant for all other causes provided by law. Eviction is a court procedure to remove a Tenant. It is started by the filing of a complaint in court and the service of a summons on a Tenant to appear in court. The summons and a copy of the complaint are served upon the Tenant in a manner prescribed by the Rules of Court of the Superior Court of New Jersey. After a court order of eviction and compliance with the warrant of removal, the Landlord may re-enter and take back possession of the Premises. If the cause for eviction is nonpayment of rent, notice does not have to be given to the Tenant before the Landlord files a complaint. If there is any other cause to evict, the Landlord must give to the Tenant the notice required by law before the Landlord files a complaint.

#### **Breach of Lease/Damages**

- 8. The Tenant is liable to the Landlord for all damages caused by the Tenant's violation of

any agreement in this Lease, including reasonable attorney's fees and legal costs. After eviction or early move-out, the Tenant shall pay the rent for the balance of the term of the Lease or until the Landlord re-rents the Premises, if sooner. If the Landlord re-rents the Premises for less than the Tenant's Rent, the Tenant must pay the difference until the end of the Lease term. If the Landlord re-rents the Premises for more than the Tenant's rent, the Tenant is not entitled to the excess. The Tenant shall also pay (a) all reasonable expenses incurred by the Landlord in preparing the Property for re-renting and (b) any commissions paid to a broker for finding a new tenant.

**IF THE TENANT IS SUCCESSFUL IN ANY ACTION OR SUMMARY PROCEEDING ARISING OUT OF THIS LEASE, THE TENANT SHALL RECOVER ATTORNEY'S FEES OR EXPENSES, OR BOTH FROM THE LANDLORD TO THE SAME EXTENT THE LANDLORD IS ENTITLED TO RECOVER ATTORNEY'S FEES OR EXPENSES, OR BOTH AS PROVIDED IN THIS LEASE.**

### **Quiet Enjoyment**

9. If the Tenant complies with this Lease, the Landlord shall provide the Tenant with quiet enjoyment of the Premises.

### **Utilities and Services**

10. The Tenant shall arrange to transfer utility and service accounts to the Tenant's name and shall pay for all applicable utilities and/or service charges effective with the commencement of the term of this Lease. Such utilities and services shall include, but may not be limited to, those checked below (if applicable to the Premises). Landlord shall be responsible for any items checked below (if applicable to the Premises).

- |                                     |                            |                          |                               |
|-------------------------------------|----------------------------|--------------------------|-------------------------------|
| <input checked="" type="checkbox"/> | Water (hot and cold water) | <input type="checkbox"/> | Maintenance Service Contracts |
| <input type="checkbox"/>            | Sewer                      | <input type="checkbox"/> | Exterminating Contracts       |
| <input type="checkbox"/>            | Heat and Air Conditioning  | <input type="checkbox"/> | Telephone                     |
| <input type="checkbox"/>            | Electricity                | <input type="checkbox"/> | Garbage                       |
| <input type="checkbox"/>            | Gas                        | <input type="checkbox"/> | Cable Television              |

### **Tenant Regulations**

11. Attached as Exhibit A, Regulations Appendix

### **Landlord's Repairs**

12. The Landlord shall make reasonably necessary repairs of damage to the Premises and vital facilities caused by ordinary wear and tear within a reasonable time after notice by the Tenant.

### **Access to Property**

13. The Tenant agrees to allow the Landlord or the Landlord's designee to enter the Premises, upon reasonable notice and at reasonable hours, to determine the condition of the Premises, make necessary repairs, alterations or improvements, supply services and to show the Premises to possible buyers, mortgage lenders, contractors and insurers. Notice of entry shall not be required in the event of an emergency.

The Landlord and/or the Landlord's agent may show the Premises to rental applicants or prospective buyers at reasonable hours on reasonable notice to the Tenant within three (3) months before the end of the term of this Lease. During this three (3) month period, a "For Sale" or "For Rent" sign may be displayed on the Premises.

### **No alterations or Installation of Equipment**

14. The Tenant may not make any changes or additions to the Premises without the Landlord's written consent. All changes or additions made without the Landlord's written consent shall be removed by the Tenant on demand. All changes or additions made with the Landlord's written consent shall be paid for in full by the Tenant and shall become the property of the Landlord. They shall remain as part of the Premises at the end of the Term unless the Landlord demands that the Tenant remove them. The Tenant shall promptly pay all costs for restoring any changes and removing any additions to the Premises, and restoring the Premises to their original condition. The Tenant shall not allow any construction lien, mechanic's lien or other lien or claim to be filed against the Premises. If any lien or claim is filed against the Premises, the Tenant shall have it promptly removed.

### **Fire and Other Casualty**

15. The Tenant shall notify the Landlord at once of any fire, flood or other casualty on the Premises. The Tenant is not required to pay Rent when the Premises is unusable. If part of the Premises can be used, the Tenant must pay rent pro rata for the usable part. However, if the fire or other casualty is the result of or is due to the neglect of the Tenant or the Tenant's guest(s), the Tenant shall pay full rent and shall also pay for repairs and all other damages. If the Premises is partially damaged by fire or other casualty without the act or neglect of the Tenant, the Landlord shall repair the damage as soon as possible. This includes the damage to the Premises and fixtures installed by the Landlord. The Landlord need not repair or replace anything installed by the Tenant. Either party may cancel this Lease if the Premises is so damaged by fire or other casualty that it cannot reasonably be repaired within ninety (90) days, and the Tenant shall be responsible for rent only up to the date of the fire or other casualty. If the parties cannot agree as to the extent of the damage, the opinion of a contractor mutually chosen by the Landlord and the Tenant will be binding on both parties. The Tenant may not cancel this Lease if the fire or other casualty is caused by the act or the neglect of the Tenant or the Tenant's guest(s).

## **Liability/Indemnification/Insurance**

16. The Landlord shall not be liable to the Tenant or to any third party guest of the Tenant for injury or damage to person or property unless the injury or damage is proximately caused by the gross negligence or intentional misconduct of the Landlord. The Landlord shall not be liable to the Tenant for indemnification of any payment made by the Tenant or by the Tenant's insurance carrier if the payment was or should have been paid pursuant to an insurance policy the issuance and maintenance of which is required by this Lease and on which the Landlord is required by this Lease to be named as an additional insured.

The Tenant shall carry fire/flood/casualty insurance sufficient to cover all of the Tenant's furnishings and other personal property. The Tenant shall also carry liability coverage with limits of not less than \$100,000.00 per person, \$300,000.00 per incident and \$50,000.00 property damage. Any policy of insurance shall name the Landlord as an additional insured and shall provide that the Landlord shall be given ten (10) days notice prior to cancellation. A copy of each such insurance policy will be provided to the Landlord at least ten (10) days prior to the policy's commencement date.

The Tenant shall release, hold harmless, indemnify and defend the Landlord from and against any and all claims of any nature arising from the Tenant's acts or omissions or otherwise arising from the Tenant's use of the Premises, including payment of reasonable attorneys' fees and legal costs relating to any such claims. The Landlord shall notify the Tenant of any such claim against the Landlord within thirty (30) days after the Landlord is notified of the same, but failure to notify the Tenant shall not limit the Tenant's obligations under this Paragraph, except to the extent of any actual prejudice suffered by the Tenant due to the lack of notice. Should the Tenant fail to discharge or undertake to defend the Landlord relative to any such claim, the Landlord may settle the claim, and the Tenant's liability to the Landlord shall be conclusively established by such settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses, including attorneys' fees and legal costs, incurred by the Landlord Buyer in effecting the settlement.

## **Pets**

17. Pets shall not be allowed in the Premises except with the written consent of the Landlord specifically identifying the number and type of pet(s) allowed. In the event that the Landlord gives such consent, the Tenant warrants that the said pet(s) shall not cause personal injury, danger, nuisance, noise or health hazard. The Tenant further warrants that the said pet(s) shall not soil or otherwise damage the Premises, including grounds, walks, parking areas and other common areas. The Tenant further warrants that the said pet(s) have no prior history of causing danger, personal injury or property damage. The Tenant shall immunize and license the pet(s) as required by law. The Tenant shall be responsible for any damage caused by the pet(s) and shall indemnify the Landlord for any claims

brought against the Landlord relating to the pet(s), including without limitation any damages, attorney fees and costs that may be incurred by the Landlord.

### **Tenant's Letter**

18. At the request of the Landlord, the Tenant shall sign a letter confirming that (a) this Lease has not been amended and is in effect, (b) the Landlord has fully performed all the Landlord's agreements in this Lease, (c) the Tenant has no rights to the Premises, except as stated in this Lease, (d) the Tenant has paid all rent to date, and (e) the Tenant has not paid Rent for more than one (1) month in advance. This letter shall also list any and all personal property attached to the Premises which is owned by the Tenant.

### **Notices**

19. All notices given under this Lease must be in writing. Unless otherwise provided by law, notices must be given either by personal delivery or by certified or registered mail, return receipt requested. EACH PARTY MUST ACCEPT THE CERTIFIED MAIL SENT BY THE OTHER PARTY.

### **No Waiver**

20. The Landlord's failure to enforce any agreement in this Lease does not prevent the Landlord from enforcing the agreement as to any later violation. Delivery of keys to the Landlord shall not be considered termination of this Lease.

### **Survival**

21. If any agreement in this Lease is contrary to law, the rest of this Lease shall remain in effect.

### **Renewal Lease**

22. At the end of any term the Landlord may offer the Tenant a renewal lease with reasonable changes. If so, the Landlord must notify the Tenant of the changes not less than ninety (90) days before the term ends. This will be in the form of a letter to the Tenant. The Tenant must notify the Landlord in writing, by signing a copy of the letter from the Landlord, of the Tenant's acceptance or rejection of the changes not less than sixty (60) days before the Term ends. If the Tenant fails to properly notify the Landlord of the Tenant's acceptance, by signing a copy of the letter from the Landlord, it will be considered a rejection. If the Tenant does not accept the changes, the Tenant must vacate the Premises when the Term ends.

### **End of Term/Surrender**

23. At the end of the Term the Tenant shall (a) leave the Premises clean, (b) remove all the

Tenant's property, (c) repair all damage caused by the Tenant, including damage from moving, (d) sweep the floors, (e) vacuum carpets, (f) remove all garbage, and (g) return the Premises to the Landlord in the same condition as it was at the beginning of the Term, excepting normal wear and tear. If the Tenant leaves any property in the Premises, the Landlord may, in accordance with applicable State law, (a) move and/or store it and charge the Tenant for the cost of moving and/or storage, (b) dispose of it and charge the Tenant for the cost of disposal, or (c) keep it as abandoned property.

### **Condemnation/Eminent Domain**

24. If any portion of the premises of which the Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Premises or any portion thereof, then this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing. The Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. The Tenant may, however, file a claim for any taking of fixtures and improvements owned by the Tenant, and for moving expenses. Except as provided in the preceding sentence, all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

### **Subordination**

25. This Lease and the Tenant's rights hereunder are subject and subordinate to any present and future mortgages on the Premises. The Landlord is hereby expressly authorized to execute any documents on the Tenant's behalf as the Tenant's attorney in fact for the limited purpose of formalizing such subordination.

### **Binding**

26. This Lease is binding upon the Landlord, the Tenant and all parties who lawfully succeed to their rights or take their places.

**Entire Agreement; Headings in Bold**

27. This Lease contains the entire agreement of the Landlord and the Tenant and may not be changed except in writing signed by all of the parties. The headings appearing in bold type before each clause or as Headings of this Lease, are for convenience and reference and do not define the Lease conditions.

**Additional Agreements**

28. Tenant and Landlord hereby agree to the following additional terms and conditions:

- A. Parking: \_\_\_\_\_
- B. Tenant may store personal property only in areas specifically designated by Landlord.
- C. If the Tenant becomes locked out of the Premises, Tenant may hire, at Tenant's sole expense, a professional, licensed, bonded and insured locksmith to regain entry. In the alternative, Tenant may request that Landlord unlock the Premises and, if Landlord is available, Landlord may do so and charge Tenant \$50.00 as additional rent.
- D. At the conclusion of the tenancy, Tenant shall return all keys to the Premises to Landlord. Tenant shall be charged \$25.00 for each and every key not returned.
- E. The Premises includes the following appliances: \_\_\_\_\_. Tenant is responsible for any repairs to the same caused by Tenant's acts or neglect and for any damage to the same beyond normal wear and tear.
- F. Water beds are not permitted in the Premises.
- G. Tenant shall maintain working batteries in all battery operated and/or battery backed smoke and/or carbon monoxide detectors in the Premises, and shall test the detectors frequently. Tenant shall immediately notify Landlord of any malfunctioning detectors.
- H. Smoking is not permitted in the Premises. Tenant shall make every reasonable effort to prevent smoke from entering the Premises from the outside through windows, doors, etc.
- I. Tenant agrees to cooperate with the Regulations in **Regulations Appendix**, attached.

### **Broker's Commissions**

29. The parties represent to one another that no real estate broker or agent is involved in the within transaction, and that no commission is due or will become due to any person or entity relating to this transaction. Should any such commission be determined to be due, it shall be paid entirely by the party who committed to the payee or whose conduct otherwise gave rise to the payee's claim.

### **Signatures**

30. The Landlord and the Tenant agree to the terms of this Lease by signing below. If a party is a corporation or other legal entity, this Lease is signed by its duly authorized officer(s) and/or representative(s). By signing this Lease, the Tenant hereby acknowledges having read and understanding each and every term and condition contained herein.

### **Applicable Law**

31. This Lease Agreement pertains to real property located in the State of New Jersey and shall be interpreted and construed in accordance with the laws of the State of New Jersey. Any dispute arising from this Lease Agreement shall be adjudicated by the Superior Court of New Jersey unless otherwise agreed by the parties in writing.

### **Window Guard Notification (Not Applicable to Single Family Residences)**

32. This will verify that the below window guard notification was provided verbally at the time of lease signing to the undersigned tenants by the owner, lessor, agent, or other person who manages or controls the premises and that the tenants were made aware of his/her right to request installation of window guards and understands this notification.

#### **WINDOW GUARD NOTIFICATION:**

**THE OWNER (LANDLORD) IS REQUIRED BY LAW TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN 10 YEARS OF AGE OR YOUNGER IS, OR WILL BE, LIVING IN THE APARTMENT OR IS, OR WILL BE REGULARLY PRESENT THERE FOR A SUBSTANTIAL PERIOD OF TIME IF THE TENANT GIVES THE OWNER (LANDLORD) A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE OWNER (LANDLORD) IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF THE TENANT, TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN THE TENANT'S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING. IF THE BUILDING IS A CONDOMINIUM, COOPERATIVE, OR MUTUAL HOUSING BUILDING, THE OWNER (LANDLORD) OF**

THE APARTMENT IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN THE APARTMENT AND THE ASSOCIATION IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN HALLWAY WINDOWS. WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN THE FIRST FLOOR WINDOWS WHERE THE WINDOW SILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.

**Disclosure of Information Regarding Lead Based Paint and/or Lead Based Paint Hazards**

33. Any residential dwelling which was built prior to 1978 may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. Landlord is required to provide Tenant with any information on lead-based paint hazards from risk assessments or inspections in Landlord's possession and notify Tenant of any known lead-based paint hazards from risk assessments or inspections in Landlord's possession and notify Tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to leasing. Landlord represents that the subject property [ ] was [ ] was not constructed prior to 1978. Landlord represents that Landlord has no knowledge of the presence of lead based paint or lead based paint hazards. Landlord possesses no reports pertaining to lead based paint.

**WITNESSETH:**

\_\_\_\_\_  
Date \_\_\_\_\_, Tenant

\_\_\_\_\_  
Date \_\_\_\_\_, Landlord

**THIS PAGE SHOULD BE KEPT SEPARATE FROM THE LEASE**

**VERIFICATION OF VERBAL WINDOW GUARD NOTIFICATION**

This will verify that the below window guard notification was provided verbally at the time of the lease signing to the undersigned tenant by the owner, lessor, agent, or other person who manages or controls the unit ("owner/representative") and that the tenant was made aware of his/her right to request installation of window guards and understands this notification.

**WINDOW GUARD NOTIFICATION:**

**THE OWNER (LANDLORD) IS REQUIRED BY LAW TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN 10 YEARS OF AGE OR YOUNGER IS, OR WILL BE, LIVING IN THE APARTMENT OR IS, OR WILL BE REGULARLY PRESENT THERE FOR A SUBSTANTIAL PERIOD OF TIME IF THE TENANT GIVES THE OWNER (LANDLORD) A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE OWNER (LANDLORD) IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF THE TENANT, TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN THE TENANT'S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING. IF THE BUILDING IS A CONDOMINIUM, COOPERATIVE, OR MUTUAL HOUSING BUILDING, THE OWNER (LANDLORD) OF THE APARTMENT IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN THE APARTMENT AND THE ASSOCIATION IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN HALLWAY WINDOWS. WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN THE FIRST FLOOR WINDOWS WHERE THE WINDOW SILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.**

Dated: \_\_\_\_\_ Tenant (Signature)

Dated: \_\_\_\_\_ Tenant (Print Name)

Dated: \_\_\_\_\_ Tenant (Signature)

Dated: \_\_\_\_\_ Tenant (Print Name)

Dated: \_\_\_\_\_ Owner/Representative (Signature)

Dated: \_\_\_\_\_ Owner/Representative (Print Name)

**EXHIBIT A**  
**REGULATIONS APPENDIX**

YOU AGREE TO COOPERATE WITH US BY OBSERVING THE  
FOLLOWING REGULATIONS:

**YOU WILL NOT:**

1. Leave any personal belongings on lawns, walks, driveways or in halls, on steps or porches.
2. Overload the electrical system or use the kitchen sink or toilet for garbage or waste-disposal or wastewater unreasonably.
3. Erect any window or door signs or private radio or television aerials or shades, awnings or window guards, except such as shall be put up or approved by the Landlord.
4. Change the locks on your apartment door or install any additional locks.
5. Store highly inflammable material in the storerooms or in your apartment or do anything that will violate any law or ordinance or increase the insurance rates on the building.
6. Carry on any illegal or immoral activity in or about the apartment.
7. Install air-conditioning units in windows, unless approved by the Landlord.
8. Hang clothing from windows of the apartment or outside the premises.
9. Drive picture or other nails into walls or woodwork, or have permanent rug installations requiring nails, tacks or staples without prior consent of the Landlord.
10. Make or permit any disturbing noises in the building or permit anything by anyone else that will interfere with the rights and comforts of other tenants.
11. Play radios, high fi, or T.V. beyond a reasonable volume so as not to disturb the comfort of other tenants.
12. Permit your children to play in the stairways, parking areas or areas not designated for play.
13. Barbecue food on the porch or otherwise use inflammable material.
14. Leave laundry in laundry room for a period of time exceeding twelve (12) hours. Any laundry left in the laundry room over the time limit will be disposed of.

15. Park on the circular driveway except for short periods of time solely for purposes of loading or unloading packages from the automobile or for receiving and discharging passengers.
16. Put any sign or projection (such as TV or radio antenna) in or out of the windows or exteriors of the Apartment without the Landlord's prior written consent.
17. Allow dogs, cats, or other animals in this Apartment without the Landlord's written consent.

**YOU WILL:**

1. Place your garbage for disposal in the containers provided. First place garbage in plastic bags and secure.
2. Use the Laundry and Drying areas on certain days if the Landlord so decides.
3. Lock Laundry and Garbage rooms when not in use.
4. Permit us to enter the apartment during reasonable hours to:
  - a. Inspect for or make necessary repairs, or
  - b. Show the apartment to future tenants.
5. Give any notice to us of any accident or injury to water pipes or electrical lines in the building.
6. Keep the heat thermostat at a minimum temperature of 50° when you are absent for any long periods of time such as vacations.
7. Upon termination of the within lease, return all keys of the apartment and appurtenances.
8. Park cars in designated garages and parking spaces and not in driveways.
9. Close garage doors at all times except for egress and ingress.
10. Keep the premises in a good state of preservation and cleanliness.

You agree that we may change these regulations from time to time, as may be required, to protect the property and add to your enjoyment of it.

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

**RESOLUTION: 311-2019**

**ADOPTED:**

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**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>
#2019-004	4.06	1	Bala Partners, LLC	\$3,064.79
Premium	4.06	1	Bala Partners, LLC	\$1,600.00
#2019-005	4.06	24	Pro Capital 8	\$1,233.61
Premium	4.06	24	Pro Capital 8	\$1,800.00

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

**Award of Contract – Pole Lighting**

**RESOLUTION: 312-2019**

**ADOPTION:**

**WHEREAS**, the Borough of High Bridge wishes to furnish and install poles and flood lighting in the Commons Park, and

**WHEREAS**, two quotes were received:

Rowe Electric, Inc	\$32,450.00
Maglio Electric	\$38,097.00

**WHEREAS**, Rowe Electric, Inc had the lowest price of \$32,450.00, and

**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 approve the award of contract to Rowe Electric, Inc.

I, Bonnie Ann Fleming, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from: Capital Ord #2019-30 – #30981801.



Bonnie Ann Fleming  
Chief Financial Officer

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

**Award of Contract – Park Surveillance Equipment**

**RESOLUTION: 313-2019**

**DATE: pending adoption**

**WHEREAS**, the Borough of High Bridge wishes to install surveillance equipment, and

**WHEREAS**, Johnston Communications Voice & Data is on the 8-UCCP Co-Op Bid #42-2017 which the Borough may use for purchases, and

**WHEREAS**, the total cost of all the equipment is \$13,449.18, and

**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 approve the award of contract to Johnston Communications Voice & Data.

I, Bonnie Ann Fleming, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from: Capital - #30981101.



Bonnie Ann Fleming  
Chief Financial Officer

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

**AUTHORIZING AMENDMENT TO LEASE - 71 MAIN STREET**

**RESOLUTION: 314-2019**

**ADOPTED:**

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**WHEREAS**, the Borough entered into a Lease for the Borough library at 71 Main Street and there is a need to have an amendment to the Lease to clarify the operation of the parking lot under the Lease.

**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:

1. The Borough is authorized to enter into a Lease Addendum for the Borough library to clarify the operation of the parking lot, in the form annexed to this Resolution.
2. The Mayor and Borough Clerk are authorized to sign the Lease Addendum.
3. This Resolution shall take effect immediately

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

**CAPITAL BUDGET AMENDMENT**

**RESOLUTION: 315-2019**

**ADOPTED:**

**WHEREAS**, the local capital budget for the year 2019 was adopted on the 21st day of March; and amended by Resolution #144-2019 adopted on April 11, 2019 and also amended by Resolution #149-2019 adopted on April 25, 2019; and also amended by Resolution #164-2019 adopted on May 9, 2019; and Resolution #230-2019 adopted July 18, 2019, and Resolution #271-2019 adopted on September 12, 2019, and Resolution #275-2019 adopted on September 26, 2019; and

**WHEREAS**, it is desired to amend said capital budget section;

**NOW, THEREFORE BE IT RESOLVED**, by the Governing Body of the Borough of High Bridge, County of Hunterdon that the following amendment to the capital budget section of the Borough of High Bridge be made.

**BE IT FURTHER RESOLVED**, that two certified copies of this resolution be filed forthwith in the Office of the Director of the Local Government Services. It is hereby certified that this is a true copy of a resolution amending the capital budget section as previously adopted.

CAPITAL BUDGET AMENDMENT

FROM  
Capital Budget (Current Year Action)  
2019

Planned Funding Services for  
Current Year 2019

1 Project	2 Project Number	3 Estimated Total Cost	4 Amounts Reserved in Prior Years	5a 2019 Budget Appropriations	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid and Other Funds	5e Debt Authorized	To be Funded in Future Years
<b>Water Capital Fund</b>		\$ -			\$ -				
<b>Subtotal Water Capital</b>		\$ 5,271,000	\$ -		\$ 171,000		\$ -	\$ 1,100,000	\$ 4,000,000
<b>Total All Projects</b>		\$ 8,541,800	\$ 64,000	\$ -	\$ 602,300	\$ -	\$ 592,500	\$ 1,100,000	\$ 6,183,000

FROM  
5 YEAR CAPITAL PROGRAM 2019-2023  
Anticipated Project Schedule  
and Funding Requirement

5  
Funding Amounts Per Year

1 Project	2 Project Number	3 Estimated Total Cost	4 Estimated Completion Time	Budget Year 2019	2020	2021	2022	2023	-
<b>Water Capital Fund</b>		\$ -	2019	\$ -					
<b>Subtotal Water Capital</b>		\$ 5,271,000	-	\$ 1,271,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
<b>Total All Projects</b>		\$ 8,541,800		\$ 2,358,800	\$ 1,580,000	\$ 1,330,000	\$ 1,486,000	\$ 1,787,000	

CAPITAL BUDGET AMENDMENT

From  
5 YEAR CAPITAL PROGRAM 2019-2023  
Summary of Anticipated  
Funding Sources and Amounts

1 Project	2 Estimated Total Cost	3 Budget Appropriations		4 Capital Improvement Fund	5 Capital Surplus	6 Grants in Aid and Other Funds	7 Bonds and Notes		
		Current Year 2019	Future Years				General	Self Liquidating	Assessment
<b><u>Water Capital Fund</u></b>									
	\$ -			\$ -					
<b><u>Subtotal Water Capital</u></b>	<b><u>\$5,271,000</u></b>		<b><u>\$ 4,000,000</u></b>	<b><u>\$ 171,000</u></b>		<b><u>\$ -</u></b>		<b><u>\$ 1,100,000</u></b>	
<b>Total All Projects</b>	<b>\$ 8,541,800</b>		<b>\$ 6,183,000</b>	<b>\$ 666,300</b>	<b>\$ -</b>	<b>\$ 592,500</b>	<b>\$ -</b>	<b>\$ 1,100,000</b>	<b>\$ -</b>

CAPITAL BUDGET AMENDMENT

CAPITAL BUDGET AMENDMENT

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School

**\$ -**

CAPITAL BUDGET AMENDMENT

TO  
Capital Budget (Current Year Action)  
2019

Planned Funding Services for  
Current Year 2019

1	2	3	4	5a	5b	5c	5d	5e	To be
Project	Project Number	Estimated Total Cost	Amounts Reserved in Prior Years	2019 Budget Appropriations	Capital Improvement Fund	Capital Surplus	Grants in Aid and Other Funds	Debt Authorized	Funded in Future Years
<b>Water Capital Fund</b>									
Mine Rd Bridge-Water Main		\$ 100,000			\$ 100,000		\$ -		\$ -
<b>Subtotal Water Capital</b>		<b>\$ 5,371,000</b>	<b>\$ -</b>		<b>\$ 271,000</b>		<b>\$ -</b>	<b>\$ 1,100,000</b>	<b>\$ 4,000,000</b>
<b>Total All Projects</b>		<b>\$ 8,641,800</b>	<b>\$ 64,000</b>	<b>\$ -</b>	<b>\$ 702,300</b>	<b>\$ -</b>	<b>\$ 592,500</b>	<b>\$ 1,100,000</b>	<b>\$ 6,183,000</b>

TO  
5 YEAR CAPITAL PROGRAM 2019--2023  
Anticipated Project Schedule  
and Funding Requirement

1	2	3	4	5					
Project	Project Number	Estimated Total Cost	Estimated Completion Time	Budget Year 2019	Funding Amounts Per Year				
					2020	2021	2022	2023	2024
<b>Water Capital Fund</b>									
Mine Rd Bridge-Water Main		\$ 100,000		\$ 100,000	\$ -		\$ -		\$ -
<b>Subtotal Water Capital</b>		<b>\$ 5,371,000</b>	<b>-</b>	<b>\$ 1,371,000</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>
<b>Total All Projects</b>		<b>\$ 8,641,800</b>		<b>\$ 2,458,800</b>	<b>\$ 1,580,000</b>	<b>\$ 1,330,000</b>	<b>\$ 1,486,000</b>	<b>\$ 1,787,000</b>	<b>\$ -</b>

CAPITAL BUDGET AMENDMENT

TO  
 5 YEAR CAPITAL PROGRAM 2019-2023  
 Summary of Anticipated  
 Funding Sources and Amounts

1 Project	2 Estimated Total Cost	3 Budget Appropriations		4 Capital Improvement Fund	5 Capital Surplus	6 Grants in Aid and Other Funds	7 Bonds and Notes				
		Current Year 2019	Future Years				General	Self Liquidating	Assessment	School	
<b>Water Capital Fund</b>											
Mine Rd Bridge-Water Main	\$ 100,000	\$ -		\$ 100,000	\$ -		\$ -			\$ -	
<b>Subtotal Water Capital</b>	<b>\$ 5,371,000</b>	<b>\$ -</b>	<b>\$ 4,000,000</b>	<b>\$ 271,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,100,000</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Total All Projects</b>	<b>\$ 8,641,800</b>	<b>\$ -</b>	<b>\$ 6,183,000</b>	<b>\$ 766,300</b>	<b>\$ -</b>	<b>\$ 592,500</b>	<b>\$ -</b>	<b>\$ 1,100,000</b>	<b>\$ -</b>	<b>\$ -</b>	

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

**Award of Contract – Mine Road Permanent Water Line**

**RESOLUTION: 316-2019**

**ADOPTED:**

**WHEREAS**, the Borough of High Bridge wishes to install a permanent water line on the Mine Road bridge, and

**WHEREAS**, two quotes were received:

Penn Bower	\$ 39,995.00
Crossroads Paving Company	\$ 48,500.00

**WHEREAS**, Penn Bower had the lowest price of \$39,995.00, and

**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 approve the award of contract to Penn Bower.

I, Bonnie Ann Fleming, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from: Water Capital - #615331.



Bonnie Ann Fleming  
Chief Financial Officer

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

**AUTHORIZATION TO MEET IN EXECUTIVE SESSION**

**RESOLUTION: 317-2019**

**ADOPTED:**

**WHEREAS**, the Mayor and Council of the Borough of High Bridge seek to discuss legal advice for the Emergency Medical Services LOSAP program, legal advice for the formulation of a sewer agreement with the Town of Clinton and such other issues as are announced during the open session of the Council Meeting on November 14, 2019 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.



**Office of the Administrator**

County of Hunterdon  
71 Main Street, Building #1  
PO Box 2900  
Flemington, NJ 08822-2900

Kevin P. Davis, Hunterdon County Administrator  
[kdavis@co.hunterdon.nj.us](mailto:kdavis@co.hunterdon.nj.us) (908) 788-1400

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November 1, 2019

Honorable Adam Young, Municipal Clerk  
High Bridge Borough  
97 West Main Street  
High Bridge, NJ 08829

Dear Mr. Young,

I would appreciate you passing a copy of this communication to members of your municipality's governing body, Emergency Management Coordinator, and chief law enforcement official.

The most recent annual homelessness Point-in-Time-Count, conducted by each county, as required by the U.S. Department of Housing and Urban Development (HUD), did not report any Hunterdon County municipalities with a documented homeless population of at least 10 unsheltered homeless, the threshold that initiates municipal responsibility for Code Blue homeless warming stations under state law.

The County has provided a day time warming facility for homeless persons at both County Library facilities for several years and will continue to do so this winter.

Last year, the County opened an evening warming facility located on Court Street in Flemington to supplement the day time warming services. This warming center provided assistance for Flemington Borough, which had a documented homeless population that triggered Code Blue obligations, and also accepted individuals from all Hunterdon municipalities.

However, given that no municipality is required to meet the Code Blue obligations, per the most recent Point-in-Time-Count, the Court Street facility will not be in use this year.

The County acknowledged last year that the Court Street location was not a long term and sustainable solution and that municipalities, which are responsible under the law for providing Code Blue assistance, should seek more permanent services in the non-profit community.

The County has been advised that there appears to be interest for providing these services by the non-profit community. You may wish to contact Hunterdon Helpline in Flemington, (908) 782-4357, which has proposed opening a warming facility. Hunterdon Helpline indicates it can provide the individuals who use the facility with wrap around services in an effort to move those individuals into housing and providing ancillary services that would allow them to keep that housing in place for the long term. There is a cost for these services.



**Office of the Administrator**

County of Hunterdon  
71 Main Street, Building #1  
PO Box 2900  
Flemington, NJ 08822-2900

Kevin P. Davis, Hunterdon County Administrator  
[kdavis@co.hunterdon.nj.us](mailto:kdavis@co.hunterdon.nj.us) (908) 788-1400

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There may also be more agencies in the community which may respond to a request for proposal for these services, should your municipality wish to proceed by contracting for warming facility services. Please contact the County Department of Human Services (908) 788-1253 for a list of potential agencies serving Hunterdon County.

The Hunterdon County Freeholders recognize there is a homeless community in need of assistance during the winter months and have indicated an interest in a County assisted solution, one created by and acceptable to municipalities with a homeless population.

**Representatives of your municipality are invited to join the discussion at a county-wide meeting at the Freeholder meeting room, 2<sup>nd</sup> Floor, County Administration Building, 71 Main Street, Flemington, on November 13<sup>th</sup> at 8:15 am to explore/facilitate a possible suitable single solution to assisting the homeless during a Code Blue period.**

The County looks forward to hearing from you and assisting in reaching a solution which addresses the needs of individuals in the community in need of these services.

For more information on the New Jersey Code Blue law, please see  
<ftp://www.njleg.state.nj.us/20162017/PL17/68.PDF>  
(N.J.S.A. A:9-43.18, et seq).

Very truly yours,

Kevin P. Davis  
Hunterdon County  
Administrator

Cc: Hunterdon County Board of Chosen Freeholders  
Shana Taylor, County Counsel  
Meagan Q. O'Reilly, Director Human Services Department

KPD/rmc



Adam Young <ayoung@highbridge.org>

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## Ordinance 2019-038 comments

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**Barbara Kinsky** <pbsecretary@highbridge.org>

Wed, Oct 23, 2019 at 8:51 AM

To: Adam Young <ayoung@highbridge.org>

Upon review of Ordinance 2019-038, the Board accepted the Ordinance for consistency with the Master Plan with a recommendation to Council to add that this ordinance will not apply to vacant lots in the Borough.

The vote was passed with 8 affirmative votes and 1 against.

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Thanks,

**Barbara Kinsky, Planning Board Secretary**

97 West Main Street, High Bridge, NJ 08829

P: (908)-638-6455 | F: (908) 638-9374 | [www.highbridge.org](http://www.highbridge.org)



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**UNAPPROVED**  
**MEETING MINUTES OF**  
**THE PLANNING BOARD/BOARD OF ADJUSTMENT**  
**OF HIGH BRIDGE BOROUGH**

**Meeting Date:** October 21, 2019  
P.M.

**Meeting Time:** 7:30

**Meeting Location:** High Bridge Rescue Squad, 95 West Main Street, High Bridge, NJ 08829

**1. CALL TO ORDER:**

This is regular meeting of the Planning/Zoning Board of the Borough of High Bridge. Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act in that a Notice was published in the Hunterdon County Democrat and the Express Times on December 20, 2018 and the Notice of and agenda for this meeting were posted on the bulletin board in the Borough Hall.

**2. FLAG SALUTE:** Led by presiding officer.

**3. ROLL CALL:**

Coleen Conroy, present; Pablo Delgado, present; William Giordano, absent; Don Howell, present; Keith Milne, present; Tom Wescoe, present, Chris Zappa, present; Steve Dhein, present; Michele Lee, present; John Moskway, present.

Also present were three members of the public including press. Planning Board secretary and Board Attorney William Caldwell were also in attendance.

**4. PUBLIC COMMENTS:** It is the policy of the Planning Board/Board of Adjustment that all public comments on an issue shall be limited to five (5) minutes per person and no person may make more than one (1) comment per subject. Comments may be made on any subject pertaining to Board issues. Comments pertaining to Public Hearings should be saved for that section of the agenda. No debating between residents. Comments should be addressed to the Chairman and Board members at the public microphone. NONE

**5. READING AND APPROVAL OF MINUTES:** September 16, 2019

Motion to dispense with the reading of the prior meetings minutes:

Motion: Howell Second: Milne Voice vote: All ayes. Motion passed.

Motion to approve the September 16, 2019 meeting minutes.

Motion: Milne, Second: Wescoe Voice Vote: All ayes. Motion passed.

**Board of Adjustment meeting begins:**

**6. OLD BUSINESS:** Motion to approve for final approval PB-app-01-2018. Riverview Village, 81 West Main Street, Block 30, Lots 13 &14: Howell Second: Conroy. 5 ayes and 2 abstentions, motion passed.

Coleen Conroy, aye; Pablo Delgado, abstain; William Giordano, absent, Don Howell, aye; Keith Milne, aye; Tom Wescoe, aye, Steve Dhein, aye; John Moskway, abstain.

**Regular meeting resumes:**

**7. NEW BUSINESS:**

**A.** A review of Ordinance #2019-038 for consistency with the Master Plan.

Motion to accept Ordinance #2019-038 as being consistent with the Master Plan with the recommendation to Council to add that this Ordinance will not apply to vacant lots. : Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Coleen Conroy, aye; Pablo Delgado, aye; William Giordano, absent, Don Howell, aye; Keith Milne, no; Tom Wescoe, aye, Chris Zappa, aye; Steve Dhein, aye; John Moskway, aye; Michele Lee, aye. 8 ayes, 1 no, motion passed.

Discussion:

Chairman Dhein reviewed the comments from the letter from Darlene Green. The Board focused specifically on the comment regarding yard setbacks. Mr. Dhein asked Mayor Lee and Councilman Zappa to explain the purpose of this Ordinance. Mr. Zappa explained that any future alterations to a property could not affect the setback lines in a manner

which would make them more noncompliant. Mr. Howell asked if there was any language to prevent this Ordinance to be used for a vacant lot. Mr. Caldwell explained that a new building would need to meet all the current setbacks for that zone. The Board also discussed other non-conforming lots in the Borough. Mr. Delgado quoted statistics from the Master Plan regarding the number of current nonconforming lots in the Borough. He expressed concerns regarding the number of nonconforming lots currently present in the Borough according to the Master Plan. The Board also discussed what timeframe existing nonconforming lots would be affected by this Ordinance, as the Ordinance refers to Lots that have “legally existed as of December 23,2004” and also refers to “the time the lot was created” Concerns were expressed as to whether these statements were inconsistent with each other. Mr. Caldwell stated he did not any issue with the wording. The Board also discussed the types of issues that would make a structure non-conforming, such as setback lines and impervious coverage. Mr. Caldwell also explained the function of the Zoning Officer and that this Ordinance would be used by the Zoning Officer to decide whether or not the resident would need to get a variance. Mr. Caldwell explained that the purpose of this Ordinance is allow homeowners to expand their residences without having to seek variances. Mrs. Conroy feels that this will take some of the road blocks out so that a resident can improve their homes, yet still protect neighbors. Mr. Milne expressed concerns regarding spot zoning, and Mr. Dhein explained that this will prevent it.

#### **9. Discussion Items:**

1. Chairman Dhein suggested that Gmail accounts be opened for viewing documents.

2. Chairman Dhein brought up a situation regarding a resident that had gone before Council to ask about relief due to his lot being non-conforming. . Concerns were expressed by some Board members that Council had passed a resolution that allowed for the Zoning Officer to issue the permit resident based on the substance of Ordinance 2019-038. . If the aforementioned Ordinance 2019-038, is passed by Council this point will be mute, however a discussion ensued regarding opinions by Board members that the function of the Board was circumvented in this instance. The Board asked its attorney, Mr. Caldwell to speak with the Borough Attorney, Mr. Goodman and get a clear understanding of the events that transpired and to clarify if a permissible process was followed as dictated by the MLUL. Mr. Caldwell will report back to the Board at the next meeting.

**8. PUBLIC COMMENTS:** : It is the policy of the Planning Board/Board of Adjustment that all public comments on an issue shall be limited to one(1) minute per person and no person may make more than one (1) comment per subject. Comments may be made on any subject pertaining to Board issues. Comments pertaining to Public Hearings should be saved for that section of the agenda. No debating between residents. Comments should be addressed to the Chairman and Board members at the public microphone. NONE

**9. ADJOURNMENT:** Motion to adjourn: Zappa; Second: Delgado Voice vote: all ayes, motion passed.

**Next Meeting date:** November 18, 2019

**Meeting Location:** High Bridge Rescue Squad, 95 West Main Street, High Bridge, NJ 08829

**Meeting Time:** 7:30 P.M.

### List of Bills - (All Funds)

Vendor	Description	Account	PO Payment	Check Total
<b>CURRENT FUND</b>				
2020 - <b>ADAM YOUNG</b>	PO 25879 CLERK - OE - MILEAGE		60.32	
<b>10512099</b>	<i>Municipal Clerk-OE-Misc.</i>	60.32		<b>60.32</b>
1331 - <b>AMERIGAS</b>	PO 25709 HEATING FUEL - PROPANE - FIRE HOUSE		44.22	
<b>10545023</b>	<i>Propane - Firehouse</i>	44.22		<b>44.22</b>
2183 - <b>ARF RENTAL SERVICES, INC</b>	PO 25724 SPECIAL EVENTS - PORTABLE TOILETS -		323.22	
<b>10537099</b>	<i>Special Events-Misc.</i>	323.22		<b>323.22</b>
2183 - <b>ARF RENTAL SERVICES, INC</b>	PO 25725 SPECIAL EVENTS - PORTABLE TOILETS -		323.22	
<b>10537099</b>	<i>Special Events-Misc.</i>	323.22		<b>323.22</b>
2564 - <b>BALA PARTNERS, LLC</b>	PO 26387 OUTSIDE LIEN REDEMPTION-CERT #2019-		3,064.79	
<b>104156</b>	<i>REVENUE - O/S LIEN REDEMPTION</i>	3,064.79		<b>3,064.79</b>
2025 - <b>BANK OF AMERICA</b>	PO 25736 BUILDINGS & GROUNDS/WATER/SPECIAL E		994.32	
<b>10517121</b>	<i>BUILDINGS &amp; GROUNDS-OFFICE SUPPLIES</i>	372.00		
<b>10510021</b>	<i>General Admin-OE-Office Supplies</i>	205.90		
<b>10517040</b>	<i>Buildings &amp; Grounds - New Boro Hall</i>	329.00		
<b>10512028</b>	<i>Municipal Clerk-OE-Office Equipment</i>	35.92		
<b>10529099</b>	<i>Dept. of Public Works-OE-Misc.</i>	51.50		
	PO 26297 EMERGENCY MGMT - OE - CERT		189.64	
<b>10525221</b>	<i>EMERGENCY MANAGEMENT: OFFICE SUPPLIES</i>	189.64		
	PO 26310 ENVIRONMENTAL COMMISSION - RED OAK		290.85	
<b>10533599</b>	<i>Environmental Comm.-OE-Misc.</i>	290.85		<b>1,474.81</b>
2397 - <b>UNUM</b>	PO 25598 GROUP INSURANCE - LTD - POLICY #06		164.66	
<b>10522073</b>	<i>Employee Group Insurance:Life Ins</i>	164.66		<b>164.66</b>
506 - <b>BILLY CASPER GOLF, LLC</b>	PO 25812 GOLF - OE - MANAGEMENT FEE		4,600.00	
<b>10537620</b>	<i>GOLF-OTHER EXPENSES</i>	4,600.00		<b>4,600.00</b>
1530 - <b>HIGH BRIDGE HILLS GOLF COURSE</b>	PO 25823 GOLF - OE - NOV		43,578.93	
<b>10537620</b>	<i>GOLF-OTHER EXPENSES</i>	43,578.93		<b>43,578.93</b>
52 - <b>CERTIFIED SPEEDOMETER SERVICE, INC</b>	PO 26305 POLICE - OE - MAINTENANCE CONTRACTS		100.00	
<b>10524026</b>	<i>Police Department-OE-Maintenance Contras</i>	100.00		<b>100.00</b>
987 - <b>COMCAST</b>	PO 25634 POLICE - INTERNET - 2019 - A/C 0957		385.70	
<b>10510120</b>	<i>INTERNET</i>	109.90		
<b>10544126</b>	<i>Telephone - Police</i>	275.80		
	PO 25635 INTERNET/PHONE - BOROUGH HALL - ACC		344.56	
<b>10510120</b>	<i>INTERNET</i>	129.90		
<b>10544121</b>	<i>Telephone - Boro Hall</i>	214.66		
	PO 25636 INTERNET/PHONE - FIRE DEPT - ACCT #		268.83	
<b>10510120</b>	<i>INTERNET</i>	95.90		
<b>10544124</b>	<i>Telephone - Fire</i>	172.93		
	PO 25637 INTERNET/PHONE - RESCUE SQUAD - ACC		244.54	
<b>10510120</b>	<i>INTERNET</i>	89.95		
<b>10544123</b>	<i>Telpehone - Squad</i>	154.59		<b>1,243.63</b>

### List of Bills - (All Funds)

Vendor	Description	Account	PO Payment	Check Total
382 - COUNTY OF HUNTERDON 101320	PO 25841 4TH QTR 2019 COUNTY TAX - INV #1900 COUNTY TAX PAYABLE		308,537.03	308,537.03
382 - COUNTY OF HUNTERDON 101321	PO 25842 4TH QTR 2019 LIBRARY TAX - INV #190 LIBRARY TAX PAYABLE		30,809.71	30,809.71
382 - COUNTY OF HUNTERDON 101325	PO 25843 4TH QTR 2019 COUNTY OPEN SPACE TAX COUNTY OPEN SPACE TAX PAYABLE		30,599.27	30,599.27
213 - COUNTY OF HUNTERDON 101418	PO 26101 3RD QTR 2019 - FOOD - HEALTH INSPEC RESERVE-FOOD HANDLERS FEES		1,600.00	1,600.00
2464 - DANNUCCI ROOFING CO. INC 10517092	PO 26296 BUILDINGS & GROUNDS - DPW - SALT DO Buildings & Grounds - DPW		475.00	475.00
1349 - DEER CARCASS REMOVAL SERVICE LLC 10517050	PO 25730 BUILDINGS & GROUNDS - DEER CARCASS Buildings & Grounds - Deer Carcass Remv		114.00	114.00
73 - EASTSIDE SERVICE, INC 10524028	PO 26341 POLICE - OE - VEHICLE REPAIRS 14-10 Police Department-OE-Vehicle Repair		166.77	166.77
10524028	PO 26342 POLICE - OE - VEHICLE REPAIR 14-10 Police Department-OE-Vehicle Repair		1,351.65	1,351.65
10524028	PO 26343 POLICE - OE - VEHICLE REPAIRS 14-16 Police Department-OE-Vehicle Repair		177.07	177.07
10524028	PO 26354 POLICE - OE - VEHICLE REPAIR 14-15 Police Department-OE-Vehicle Repair		705.45	705.45
10524028	PO 26367 POLICE - OE - VEHICLE REPAIR 14-15 Police Department-OE-Vehicle Repair		97.30	2,498.24
73 - EASTSIDE SERVICE, INC 10524028	PO 26368 POLICE - OE - VEHICLE REPAIR 14-16 Police Department-OE-Vehicle Repair		859.83	859.83
160 - ELIZABETHTOWN GAS 10544725	PO 25687 HEATING - RESCUE SQUAD - ACT# 71679 Heating - Squad Bldg		27.04	27.04
10544721	PO 25688 HEATING - BOROUGH HALL - ACT#779535 Heating - Boro Hall		36.39	36.39
10544722	PO 25689 HEATING - BORO GARAGE - ACCTS # 503 Heating - Garage		78.15	141.58
2519 - ELWOOD STUDIO 10511524	PO 26054 WEBSITE MAINT Website Production		525.00	525.00
92 - GREENBAUM ROWE SMITH & DAVIS LLP 10515566	PO 25784 LEGAL - OE Legal-OE-General Borough Matters		5,110.00	5,110.00
10515594	Legal-OE-Public Contracts Law		2,520.00	2,520.00
10515561	Legal-OE-Fernandes		1,540.00	1,540.00
10515562	Legal-OE-Town of Clinton		175.00	175.00
10515560	Legal-OE-Municipal Meetings		490.00	490.00
			385.00	5,110.00
2296 - WELLS FARGO VENDOR FIN	PO 25714 BUILDINGS & GROUNDS - COPIER LEASE		338.89	338.89

## List of Bills - (All Funds)

Vendor	Description	Account	PO Payment	Check Total
10517123	BUILDINGS & GROUNDS-COPIER LEASE		338.89	338.89
2312 - IMPERIAL COPY PRODUCTS, INC	PO 25713 BUILDINGS & GROUNDS - COPIER LEASE			247.13
10517123	BUILDINGS & GROUNDS-COPIER LEASE		247.13	247.13
90 - JCP&L	PO 25645 SOLITUDE HOUSE - 7 & 9 RIVER ROAD A			17.71
10543027	Electricity - Solitude Museum/Garage		17.71	
	PO 25646 ELECTRIC - SPRINGSIDE - ACCT#100050			17.94
10543520	STREET LIGHTING		17.94	
	PO 25647 STREET LIGHTING - MAIN STREET - STR			35.00
10543520	STREET LIGHTING		35.00	70.65
90 - JCP&L	PO 25660 STREET LIGHTING - OCT 2019 - ACCT#2			4,614.41
10543520	STREET LIGHTING		2,752.88	
10543024	Electricity - DPW		103.76	
10543025	Electricity - Boro Hall		198.42	
10543034	Electricity - Washington Ave.		40.44	
10543022	Electricity - Fire		529.33	
10543031	Electricity - Rt 513		3.10	
10543021	Electricity - Rescue Squad		277.73	
10543032	Electricity - Boro Commons		19.28	
10543027	Electricity - Solitude Museum/Garage		16.03	
10543033	Electricity - Bridge Street		5.68	
10543023	Electricity - Police		667.76	4,614.41
138 - LORCO PETROLEUM SERVICE	PO 26359 DPW - OE - MISC - REMOVAL OF DRAIN			75.00
10529099	Dept. of Public Works-OE-Misc.		75.00	75.00
146 - MGL PRINTING SOLUTIONS	PO 26313 FINANCE DEPT.- PRINTED MATERIALS -			156.97
10513021	Financial Admin-OE-Office Supplies		156.97	156.97
214 - NJ ADVANCE MEDIA	PO 25640 ADVERTISING - ACCT #1160892 / 11648			14.34
10511032	ADVERTISING		14.34	14.34
157 - NJ STATE LEAGUE OF MUNICIPALITIES	PO 26348 MAYOR - OE - MICHELE LEE			135.00
10511020	MAYOR AND COUNCIL: OTHER EXPENSES		135.00	135.00
630 - NJMMA	PO 26347 ADMIN - OE - SEMINAR - MICHAEL PAPP			45.00
10510024	General Admin-OE-Conferences/Seminars		45.00	45.00
2549 - POSITIVE PROMOTIONS	PO 26306 POLICE - OE - MISCELLANEOUS			171.95
10524099	Police Department-OE-Misc.		171.95	171.95
1412 - QUEST ENVIRONMENTAL & ENG SVCS, INC	PO 26206 ENVIRONMENTAL TESTING			1,500.00
10629021	ENVIRONMENTAL TESTING		1,500.00	1,500.00
410 - RICHARD DRIFT JR.	PO 26391 DPW - OE - UNIFORMS - WORK BOOTS			150.00
10529029	Dept. of Public Works-OE-Uniforms		150.00	150.00
2335 - RICK ALLEN'S AUTO REPAIR, INC.	PO 26349 DPW - OE - VEHICLE REPAIR - TRUCK 2			965.61
10529028	Dept. of Public Works-OE-Vehicle Repair		965.61	965.61

### List of Bills - (All Funds)

Vendor	Description	Account	PO Payment	Check Total
2218 - RIVER NET COMPUTERS, LLC 10524026	PO 26344 POLICE - OE - MAINTENANCE CONTRACTS Police Department-OE-Maintenance Contras	249.99	249.99	249.99
2218 - RIVER NET COMPUTERS, LLC 10524031	PO 26362 POLICE - OE - EQUIPMENT REPAIR Police Department-OE-Equipment Repair	98.49	98.49	98.49
1797 - SAFETY DOWN UNDER, INC 10529055	PO 26274 PARKS & PLAYGROUNDS - PLAYGROUND MU PARKS & PLAYGROUNDS - OTHER EXPENSES	7,000.00	7,000.00	7,000.00
2462 - SKYLANDS VISITOR MAGAZINE 10511032	PO 25965 ADMIN/ADVERTISING - OE - PRINTED MA ADVERTISING	810.00	810.00	810.00
1226 - STATE TREASURER-NJ 10514525	PO 26330 TAX COLLECTOR - OE - EDUCATION - RE Tax Collector-OE-Education/Training	50.00	50.00	50.00
169 - STATE OF NJ-DIV PENSIONS&BENE 10522071 101408	PO 25616 INSURANCE - GROUP HEALTH - NOV 2019 Employee Group Insurance:Health RESERVE - HEALTH BENEFITS	10,987.12 6,289.20	17,276.32	17,276.32
1978 - STAVOLA 10529039	PO 25733 DPW - OE - BLACKTOP Dept. of Public Works-OE-Blacktop	214.17	214.17	214.17
2238 - SYSTEM ONE ALARM SERVICES, INC 10517040 10517091	PO 25750 BUILDINGS & GROUNDS - BOROUGH HALL Buildings & Grounds - New Boro Hall PO 25751 BUILDINGS & GROUNDS - POLICE DEPT - Buildings & Grounds - Police Bldg	175.00 175.00	175.00 175.00	350.00
2396 - THE STANDARD INSURANCE CO 10522072	PO 25590 GROUP INSURANCE - DENTAL - POLICY # Employee Group Insurance:Dental	1,555.52	1,555.52	1,555.52
2438 - STANDARD INSURANCE CO 10522073	PO 25594 GROUP INSURANCE - LIFE - POLICY #00 Employee Group Insurance:Life Ins	450.52	450.52	450.52
686 - STATE OF NEW JERSEY 10517070	PO 26357 BUILDINGS & GROUNDS - SITE REMEDIAT Buildings & Grounds - Site Remediation	550.00	550.00	550.00
2565 - US BANK CUST/PROCAP 8/PRO CAP MGT II 104156	PO 26389 OUTSIDE LIEN REDEMPTION-CERT #2019- REVENUE - O/S LIEN REDEMPTION	1,233.61	1,233.61	1,233.61
1500 - VERIZON WIRELESS 10524030 10544127	PO 25641 POLICE - OE - WIRELESS DEVICES - Police Department-OE-Wireless Devices TELEPHONE-POLICE-CELL PHONES	185.72 173.60	359.32	359.32
1500 - VERIZON WIRELESS 10525230	PO 25642 EMERGENCY MANAGEMENT - OE - AIRCARD EMERGENCY MANAGEMENT: WIRELESS DEVICES	99.57	99.57	99.57
1500 - VERIZON WIRELESS	PO 25643 TELEPHONE - DPW/ASSESSOR - CELL PH		136.10	

### List of Bills - (All Funds)

Vendor	Description	Account	PO Payment	Check Total
10544128	TELEPHONE-DPW-CELL PHONES		136.10	136.10
1500 - VERIZON WIRELESS	PO 25644 TELEPHONE - ADMIN CELL PHONE - ACCT			102.10
10544129	TELEPHONE-ADMIN-CELL PHONE		42.54	
10544130	TELEPHONE-ASSESSOR-CELL PHONE		59.56	102.10
2141 - VSP VISION CARE	PO 25602 GROUP INSURANCE - VISION - ACCOUNT			240.96
10522074	Employee Group Insurance:Vision		240.96	240.96
1777 - WESTERN PEST SERVICES	PO 25693 BUILDINGS & GROUNDS - BORO HALL - A			44.00
10517040	Buildings & Grounds - New Boro Hall		44.00	
	PO 25694 BUILDINGS & GROUNDS - RESCUE - RAT			97.00
10517098	Buildings & Grounds - Rescue Squad		97.00	
	PO 25695 BUILDINGS & GROUNDS - POLICE - RAT			97.00
10517091	Buildings & Grounds - Police Bldg		97.00	238.00
<b>PREMIUM FUND</b>				
2564 - BALA PARTNERS, LLC	PO 26388 PREMIUM - OUTSIDE LIEN REDEMPTION-C			1,600.00
221400	TAX SALE PREMIUMS		1,600.00	1,600.00
2565 - US BANK CUST/PROCAP 8/PRO CAP MGT II	PO 26390 PREMIUM - OUTSIDE LIEN REDEMPTION-C			1,800.00
221400	TAX SALE PREMIUMS		1,800.00	1,800.00
<b>WATER UTILITY FUND</b>				
2397 - UNUM	PO 25599 WATER - GROUP INSURANCE - LTD - POL			29.68
60510040	WATER - OE - INSURANCE - GROUP		29.68	29.68
1148 - BUCKMAN'S INC.	PO 25735 WATER - OE - CHEMICALS			473.15
60510053	WATER - OE - CHEMICALS		473.15	473.15
176 - EUROFINS QC, INC	PO 25912 WATER - OE - ANALYSIS			38.00
60510045	WATER - OE - WATER ANALYSIS		38.00	38.00
90 - JCP&L	PO 25672 WATER- STREET LIGHT - OCT 2019 - AC			4,488.93
60510098	WATER - OE - ELECTRIC		4,488.93	4,488.93
146 - MGL PRINTING SOLUTIONS	PO 26313 FINANCE DEPT.- PRINTED MATERIALS -			156.96
60510031	WATER - OE - DATA PROCESSING		156.96	156.96
1694 - ONE CALL CONCEPTS, INC	PO 25696 WATER - OE - MISC - ONE CALL MESSAG			21.76
60510099	WATER - OE - MISCELLANEOUS		21.76	21.76
1431 - ROSS VALVE MFG CO., INC	PO 26353 WATER - EQUIPMENT REPAIRS - INV 010			147.14
60510051	WATER - OE - REPAIRS/CONTRACTS		147.14	147.14
327 - STATE OF NEW JERSEY - PWT	PO 25712 WATER - OE - PERMITS/FEEES			175.67
60510046	WATER - OE - PERMITS/FEEES		175.67	175.67

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

Vendor	Description	Account	PO Payment	Check Total
169 - STATE OF NJ-DIV PENSIONS&BENE	PO 25616 INSURANCE - GROUP HEALTH - NOV 2019		5,110.88	
60510040	WATER - OE - INSURANCE - GROUP	5,110.88		5,110.88
2396 - THE STANDARD INSURANCE CO	PO 25591 WATER - GROUP INSURANCE - DENTAL -		365.83	
60510040	WATER - OE - INSURANCE - GROUP	365.83		365.83
2438 - STANDARD INSURANCE CO	PO 25595 WATER - GROUP INSURANCE - LIFE - PO		109.36	
60510040	WATER - OE - INSURANCE - GROUP	109.36		109.36
2141 - VSP VISION CARE	PO 25603 WATER - GROUP INSURANCE - VISION -A		62.91	
60510040	WATER - OE - INSURANCE - GROUP	62.91		62.91
<b>SEWER UTILITY FUND</b>				
2397 - UNUM	PO 25600 SEWER - GROUP INSURANCE - LTD - POL		24.25	
62510040	SEWER - OE - INSURANCE - GROUP	24.25		24.25
987 - COMCAST	PO 25639 SEWER - 2019 - TELEPHONE - ACCT# 84		101.54	
62510097	SEWER - OE - TELEPHONE	101.54		101.54
260 - ELECTRONIC DRIVES & CONTROLS, INC.	PO 25767 SEWER - OE - REPAIRS/CONTRACTS - IN		868.75	
62510051	SEWER - OE - REPAIRS/CONTRACTS	868.75		868.75
90 - JCP&L	PO 25684 SEWER- STREET LIGHTING - OCT 2019 -		979.52	
62510098	SEWER - OE - ELECTRIC	979.52		979.52
2499 - MCGOWAN LLC	PO 25910 WATER / SEWER - OE - CONTRACTS - BA		650.00	
62510051	SEWER - OE - REPAIRS/CONTRACTS	650.00		650.00
146 - MGL PRINTING SOLUTIONS	PO 26313 FINANCE DEPT.- PRINTED MATERIALS -		156.97	
62510031	SEWER - OE - DATA PROCESSING	156.97		156.97
169 - STATE OF NJ-DIV PENSIONS&BENE	PO 25616 INSURANCE - GROUP HEALTH - NOV 2019		3,003.38	
62510040	SEWER - OE - INSURANCE - GROUP	3,003.38		3,003.38
2396 - THE STANDARD INSURANCE CO	PO 25592 SEWER - GROUP INSURANCE - DENTAL -		309.07	
62510040	SEWER - OE - INSURANCE - GROUP	309.07		309.07
2438 - STANDARD INSURANCE CO	PO 25596 SEWER - GROUP INSURANCE - LIFE -POL		81.29	
62510040	SEWER - OE - INSURANCE - GROUP	81.29		81.29
2141 - VSP VISION CARE	PO 25604 SEWER - GROUP INSURANCE - VISION -		49.85	
62510040	SEWER - OE - INSURANCE - GROUP	49.85		49.85
<b>SOLID WASTE UTILITY FUND</b>				
2397 - UNUM	PO 25601 SOLID WASTE - GROUP INSURANCE - LTD		11.72	
64510040	SOLID WASTE-OE-GROUP INSURANCE	11.72		11.72

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

Vendor	Description	Account	PO Payment	Check Total
476 - REPUBLIC SERVICES OF NJ LLC 64510090	PO 25803 SOLID WASTE - CONTRACTED HAULER - 2 SOLID WASTE-OE-CONTRACTED HAULER	21,956.00	21,956.00	21,956.00
169 - STATE OF NJ-DIV PENSIONS&BENE 64510040	PO 25616 INSURANCE - GROUP HEALTH - NOV 2019 SOLID WASTE-OE-GROUP INSURANCE	2,187.07	2,187.07	2,187.07
2396 - THE STANDARD INSURANCE CO 64510040	PO 25593 SOLID WASTE - GROUP INSURANCE - DEN SOLID WASTE-OE-GROUP INSURANCE	161.82	161.82	161.82
2438 - STANDARD INSURANCE CO 64510040	PO 25597 SOLID WASTE - GROUP INSURANCE - LI SOLID WASTE-OE-GROUP INSURANCE	43.06	43.06	43.06
2141 - VSP VISION CARE 64510040	PO 25605 SOLID WASTE - GROUP INSURANCE - VIS SOLID WASTE-OE-GROUP INSURANCE	26.11	26.11	26.11

**DEVELOPER ESCROW TRUST FUND**

130 - MOTT MACDONALD 7118564	PO 26309 ESCROW - RIVERVIEW VILLAGE - 30/13- RIVERVIEW VILLAGE-81 WEST MAIN-#18-001	1,062.25	1,062.25	1,062.25
130 - MOTT MACDONALD 7118564	PO 26336 ESCROW - RIVERVIEW VILLAGE - 30/13- RIVERVIEW VILLAGE-81 WEST MAIN-#18-001	382.50	382.50	382.50

**SPECIAL EVENTS**

181 - RENTAL CENTER USA OF HUNTERDON, LLC 781001	PO 26159 COMMUNITY DAY 2019 COMMUNITY DAY	2,368.20	2,368.20	2,368.20
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TOTAL

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524,750.70

Total to be paid from Fund 10 CURRENT FUND	475,747.08
Total to be paid from Fund 22 PREMIUM FUND	3,400.00
Total to be paid from Fund 60 WATER UTILITY FUND	11,180.27
Total to be paid from Fund 62 SEWER UTILITY FUND	6,224.62
Total to be paid from Fund 64 SOLID WASTE UTILITY FUND	24,385.78
Total to be paid from Fund 71 DEVELOPER ESCROW TRUST FUND	1,444.75
Total to be paid from Fund 78 SPECIAL EVENTS	2,368.20
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	524,750.70

**Checks Previously Disbursed**

110819	HIGH BRIDGE BOROUGH-PAYROLL	CASH	3,248.37	11/08/2019
110819	HIGH BRIDGE BOROUGH-PAYROLL	CASH	6,563.94	11/08/2019
110819	HIGH BRIDGE BOROUGH-PAYROLL	CASH	8,468.49	11/08/2019
110819	HIGH BRIDGE BOROUGH-PAYROLL	CASH	58,059.98	11/08/2019
18035	TOWNSHIP OF CLINTON	PO# 26316 PLANNING BOARD - GENERATOR AT WELL	600.00	11/06/2019
18034	TOWNSHIP OF CLINTON	PO# 26316 PLANNING BOARD - GENERATOR AT WELL	3,000.00	11/06/2019
110119	INVESTORS BANK	CASH	7,805.48	11/01/2019
102519	HIGH BRIDGE BOROUGH-PAYROLL	CASH	3,481.02	10/25/2019

### List of Bills - (All Funds)

Vendor	Description	Account	PO	Payment	Check Total
102519	HIGH BRIDGE BOROUGH-PAYROLL	CASH		6,783.54 10/25/2019	
102519	HIGH BRIDGE BOROUGH-PAYROLL	CASH		9,151.25 10/25/2019	
102519	HIGH BRIDGE BOROUGH-PAYROLL	CASH		58,409.78 10/25/2019	
18033	GILES, MATHEW & ROSALINDA	PO# 26291	REFUND TAX OVERPAYMENT BY RESOLUTI	1,828.79 11/04/2019	
17907	GILES, MATHEW & ROSALINDA	PO# 26291	REFUND TAX OVERPAYMENT BY RESOLUTI	1,828.79 9/27/2019	
17907	GILES, MATHEW & ROSALINDA	REISSUE TO CORRECT ADDRESS		-1,828.79 11/04/2019 *VOID*	
				-----	
				169,229.43	
				-1,828.79 *VOIDED	
				-----	
				167,400.64	

Totals by fund	Previous Checks/Voids	Current Payments	Total
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Fund 10 CURRENT FUND	129,704.03	475,747.08	<b>605,451.11</b>
Fund 22 PREMIUM FUND		3,400.00	<b>3,400.00</b>
Fund 60 WATER UTILITY FUND	17,619.74	11,180.27	<b>28,800.01</b>
Fund 62 SEWER UTILITY FUND	13,347.48	6,224.62	<b>19,572.10</b>
Fund 64 SOLID WASTE UTILITY FUND	6,729.39	24,385.78	<b>31,115.17</b>
Fund 71 DEVELOPER ESCROW TRUST FUND		1,444.75	<b>1,444.75</b>
Fund 78 SPECIAL EVENTS		2,368.20	<b>2,368.20</b>
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BILLS LIST TOTALS	167,400.64	524,750.70	<b>692,151.34</b>
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