

Draft
BOROUGH OF HIGH BRIDGE
REGULAR COUNCIL MEETING MINUTES

Date: August 15, 2024 – 7:30 p.m. – Location: Fire House, 7 Maryland Ave., High Bridge NJ

CALL TO ORDER BY MAYOR LEE

FLAG SALUTE: LEAD BY MAYOR LEE

ROLL CALL

Councilman Doyle	present	Councilwoman Matos	present	Mayor Lee	present
Councilwoman Ferry	present	Councilman Nowell	present		
Councilman Graham	present	Councilman Silvestri	present		

Also present were Attorney Barry Goodman, Clerk Adam Young, Administrator Brett Bartman and fifteen members of the public and press. Mr. Bartman joined by audio visual platform.

READING OF PRIOR MINUTES: 07/18/2024

Motion to dispense with the reading of the July 18, 2024 regular minutes: Silvestri / Ferry

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

APPROVAL OF PRIOR MINUTES: 07/18/2024

Motion to approve the July 18, 2024 regular minutes: Silvestri / Ferry

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

VISITORS: NONE

PUBLIC COMMENTS: 3 MINUTES PER PERSON

Gordon Marx, Don Bardaker, and Joseph Supnet spoke in support of purchasing golf course equipment, supporting the Resolution for an RFP for the barn, repairs needed at the course, and increasing revenue with a venue.

PUBLIC HEARINGS:

A. Ordinance 2024-030: Bond Ordinance 2024

Motion to open the public hearing for Ordinance 2024-030: Nowell / Silvestri

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Mayor Lee spoke about the intent of the Ordinance. Councilman Doyle spoke about the need to fund golf course equipment. Councilman Silvestri asked about why the bond encompasses so many items and the Police vehicle expenses. Mayor Lee spoke about this being done for efficiency. Councilman Doyle spoke about the addition of cameras being purchased in addition to the Police vehicle.

Motion to close the public hearing for Ordinance 2024-030: Ferry / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Motion to adopt Ordinance 2024-030: Ferry / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

B. Ordinance 2024-031: Borough Hall Improvements and Equipment

Motion to open the public hearing for Ordinance 2024-031: Nowell / Ferry

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Mayor and Councilman Doyle spoke about repairs needed at Borough Hall.

Motion to close the public hearing for Ordinance 2024-031: Nowell / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;
 Motion passes: 6 yes
 Motion to adopt Ordinance 2024-031: Nowell / Graham
 Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;
 Motion passes: 6 yes

WRITTEN COMMUNICATIONS:

- A.** July Zoning Report
- B.** Veterans Deduction Letter
- C.** July Administrator's Report

OLD BUSINESS: NONE

NEW BUSINESS:

A. Consent Agenda

RESOLUTION #	TITLE
Resolution - 208 - 2024	Acceptance of the 2023 Audit
Resolution - 209 - 2024	Amended Historical Committee Borough Events 2024
Resolution - 210 - 2024	Authorization of Social Affairs Permit - High Bridge Fire Department - Golf Outing
Resolution - 211 - 2024	Authorization of Social Affairs Permit and Event Code Exemptions - For High Bridge
Resolution - 212 - 2024	Award of Contract - Commons Bathroom
Resolution - 213 - 2024	Award of Contract - Highland, Maryland, Elm, Tisco Water Main Improvement Project
Resolution - 214 - 2024	Ch 159 - Highlands Land Use Ordinance Updates
Resolution - 215 - 2024	Ch 159 - Highlands Stormwater Grant
Resolution - 216 - 2024	Ch 159 - Hunterdon County Historic Preservation - West Side Porch Grant
Resolution - 217 - 2024	Ch 159 - Redevelopment Grant - Highlands
Resolution - 218 - 2024	Decommissioning and Destruction of Equipment
Resolution - 219 - 2024	Emergency Authorization for Pumps
Resolution - 220 - 2024	Lien Redemption
Resolution - 221 - 2024	Reappointment of Clerk
Resolution - 222 - 2024	Request for Proposal – Golf Course
Resolution - 223 - 2024	Resolution of Support For The JCP&L Energize NJ Program

Motion to approve the consent agenda Resolutions 208-2024 through Resolution 211-2024, Resolution 214-2024 through Resolution 218-2024, and Resolutions 220-2024 through Resolution 221-2024: Nowell / Ferry

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Resolution 212-2024 – Councilman Silvestri spoke about having a not-to-exceed amount. Attorney Goodman spoke about the bid specifications setting the parameters.

Motion to adopt Resolution 212-2024: Ferry / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Resolution 213-2024 – Councilman Silvestri spoke about the intent of the Resolution.

Motion to adopt Resolution 213-2024: Ferry / Nowell

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Resolution 219-2024 – Councilman Silvestri spoke about the intent of the Resolution.

Motion to adopt Resolution 219-2024: Ferry / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Resolution 222-2024 – Councilman Silvestri spoke about the request for proposal not addressing the club house, the project and golf course not offsetting tax burden to the taxpayers, the golf course not financially performing as originally intended, and having a more conversation about the course.

Mayor Lee spoke about starting to see a return now, the necessity of repairs at the course, the possibility of total increased revenue, and reviewing the proposals.

Motion to adopt Resolution 222-2024: Ferry / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Resolution 223-2024 – Councilman Silvestri and Councilman Nowell spoke about the Resolution of support.

Motion to adopt Resolution 223-2024: Ferry / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

B. Discussion Item – Hunterdon County Proposed Four-way Stop Sign

Motion to table Discussion Item - Hunterdon County Proposed Four-way Stop Sign: Ferry / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

INTRODUCTION OF NEW ORDINANCES:

A. Ordinance 2024-032: Amending Borough Code Chapter 120 Animals

Motion to introduce Ordinance 2024-032: Nowell / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Mayor Lee states that the Ordinance 2024-032 shall be published in the Hunterdon Review and/or the Hunterdon County Democrat along with the public hearing date of September 12, 2024.

B. Ordinance 2024-033: Amending Borough Code Chapter 180-18, Fire Prevention

Motion to introduce Ordinance 2024-033: Ferry / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Mayor Lee states that the Ordinance 2024-033 shall be published in the Hunterdon Review and/or the Hunterdon County Democrat along with the public hearing date of September 12, 2024.

C. Ordinance 2024-034: Ordinance Amending The 100 West Main Street Redevelopment Plan

Motion to introduce Ordinance 2024-034: Ferry / Nowell

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Mayor Lee states that the Ordinance 2024-034 shall be published in the Hunterdon Review and/or the Hunterdon County Democrat along with the public hearing date of September 26, 2024.

D. Ordinance 2024-035: Amendment to Update Stormwater Management Code

Motion to introduce Ordinance 2024-035: Ferry / Nowell

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Mayor Lee states that the Ordinance 2024-035 shall be published in the Hunterdon Review and/or the Hunterdon County Democrat along with the public hearing date of September 12, 2024.

COUNCIL COMMITTEE AND SPECIAL ASSIGNMENT REPORTS: NONE

LEGAL ISSUES: NONE

APPROVAL OF BILL LIST:

Approval of Bills as signed and listed on the Bill Payment List. **Total Amount: \$1,773,736.61**

Motion to approve bill list: Ferry / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

PUBLIC COMMENTS: 1 MINUTE PER PERSON

Councilman Silvestri gave a Department of Public Works report.

EXECUTIVE SESSION: NONE

ADJOURNMENT:

Motion to adjourn: Ferry / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Next Council Meeting: September 12, 2024 - 7:30 pm – Fire House, 7 Maryland Ave., High Bridge, NJ

Introduction: 08/15/2024
Publication: 08/22/2024
Adoption
Publication

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

ORDINANCE: 2024-032

AMENDING BOROUGH CODE CHAPTER 120 ANIMALS

WHEREAS, the Borough maintains Borough Code Chapter 120, entitled Animals, which shall be amended to read:

§ 120-11. Deadline for making application.

Applications for licenses for dogs which are required to be licensed by the provisions of 120-9(A)(1) shall be made before the first day of ~~April~~ February of each year. In all other cases, the application for a license shall be made within ten (10) days of the date upon which the dog in question first becomes subject to the provisions of this section.

§ 120-12. Application fees.

The person applying for the license shall pay a fee of ~~\$15.20~~ 10.00 for each dog, annually, which includes one dollar and twenty cents (\$1.20) for any dog under Public Laws of 1983, Chapter 181. Any person applying for a license shall pay a fee of ~~\$3.00~~ 5.00 for any dog of reproductive age which has not had its reproductive capacity permanently altered through sterilization, pursuant to Assembly Bill 1917 adopted as Chapter 172 of the Laws of 1983. The same fees shall be charged for the annual renewal of each license and registration tag. There shall be a late fee of ~~five~~ ten dollars (~~\$5.00~~ 10.00) for any renewal license which is applied for ~~after it is due~~ in February and an additional five (\$5.00) late fee for each month after that. There shall be no charge for replacement of the first license or tag. There shall be a charge of two dollars (\$2.00) for the replacement of any license or tag after the first replacement license or tag has been issued within one (1) calendar year. Notwithstanding the above, the fee for each potentially dangerous dog license and each renewal thereof shall be \$500.00 annually in accordance with N.J.S.A. 4:19-31.

§ 120-13. Expiration date of license.

Each dog license and registration tag shall expire on the last day of ~~March~~ December of the year following the year in which is was issued.

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of High Bridge, in the County of Hunterdon, to amend the Borough code as above.

NOW THEREFORE BE IT FURTHER ORDAINED, that this Ordinance is effective immediately upon passage.

Underlined text indicates added text.
Strikethrough text indicates removed text.

Introduction: 08/15/2024
Publication: 08/22/2024
Adoption
Publication

ORDINANCE: 2024-033
BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY

Amending Borough Code Chapter 180-18 – Fire Prevention

WHEREAS, the Borough adopted Resolution 048-2024 on January 4, 2024 with the below updated rates, and

WHEREAS, the Borough maintains Borough Code Chapter 180-18, entitled Fees for smoke alarm, carbon monoxide alarm and portable fire extinguisher compliance, which shall be amended to read:

§ 180-18 Fees for smoke alarm, carbon monoxide alarm and portable fire extinguisher compliance.

Fees for certificate of smoke alarm and carbon monoxide alarm and portable fire extinguisher compliance (CSACMAPFEC) as required by N.J.A.C. 5:70-2.3, shall be based upon the amount of time remaining before the change of occupant is expected, as follows:

A. Requests for CSACMAPFEC received more than 10 business days prior to the change of occupant: ~~\$45~~ 100;

B. Requests for CSACMAPFEC received 10 business days or less prior to the change of occupant: ~~\$90~~ 200;

~~C. Requests for a CSACMAPFEC received fewer than four business days prior to the change of occupant: \$161.~~

C. The reinspection fee for a Temporary Certificate of Occupancy (“TCO”) or a Certificate of Occupancy (“CCO”) shall be \$50.

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of High Bridge, in the County of Hunterdon, to amend the Borough code as above.

NOW THEREFORE BE IT FURTHER ORDAINED, that this Ordinance is effective immediately upon passage.

Introduction: 08/15/2024
Publication: 08/22/2024
Planning Board: 08/19/2024
Adoption:
Publication:

ORDINANCE 2024-034

AN ORDINANCE OF THE BOROUGH OF HIGH BRIDGE, COUNTY OF HUNTERDON, STATE OF NEW JERSEY, AMENDING THE 100 WEST MAIN STREET REDEVELOPMENT PLAN, PREPARED BY COLLIERS ENGINEERING & DESIGN

WHEREAS, the Borough of High Bridge Planner prepared the 100 West Main Street Redevelopment Plan for property at Block 24, Lot 16, as shown on the official tax maps of the Borough, and known commonly as 100 West Main Street (the “**Property**”), which Plan was adopted by the Borough on March 22, 2018 pursuant to Ordinance 2018-012 and amended on May 24, 2018 pursuant to Ordinance 2018-018 (the “**Redevelopment Plan**”); and

WHEREAS, the Mayor and Council believe that certain restrictions in the Redevelopment Plan on multi-family residential uses should be removed and other corrections should be made to the Redevelopment Plan; and

WHEREAS, suggestions from the Mayor and Council have been incorporated in an amended Redevelopment Plan prepared by the Borough Planner;

WHEREAS, immediately following the introduction of this Ordinance, the Borough Clerk was directed to refer this Ordinance and the amended Redevelopment Plan to the Borough of High Bridge Planning Board (the “**Planning Board**”) for its review and recommendations pursuant to the Local Redevelopment and Housing Law, which review was to take place within forty-five (45) days of the referral; and

WHEREAS, on August 19, 2024 the Planning Board reviewed the amended Redevelopment Plan and adopted a resolution recommending its adoption; and

WHEREAS, upon review of the Planning Board’s recommendation of the Redevelopment Plan, the Borough Council has determined to adopt the amended Redevelopment Plan, in the form attached hereto as Exhibit A to ensure the success of redevelopment of the Property in conformity with the Borough’s redevelopment and master plan objectives.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of High Bridge as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.

2. The amended 100 West Main Street Redevelopment Plan, dated August, 2024, a copy of which is attached to this Ordinance as Exhibit A, is hereby adopted pursuant to the terms of N.J.S.A. 40A:12A-7.

3. A copy of this Ordinance and the Redevelopment Plan shall be available for public inspection at the office of the Borough Clerk during regular business hours.

4. If any provision or portion of this Ordinance is held to be unconstitutional, preempted by Federal or State law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated and shall remain in full force and effect.

5. This ordinance shall take effect immediately upon final publication as required by law.

6. All ordinances and parts of ordinances that are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

7. This Ordinance shall take effect after final passage and publication as required by law.

8. The Borough Clerk is hereby directed to publish notice of the passage thereof and to file a copy of this Ordinance as finally adopted with the Hunterdon County Planning Board as required by N.J.S.A. 40:55D-16, the Borough Tax Assessor, and the commissioner of the Department of Community Affairs.

ATTEST:

ADOPTED:

Adam Young,
Borough Clerk

Michele Lee,
Mayor

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

**RESOLUTION OF THE BOROUGH OF HIGH BRIDGE, IN
THE COUNTY OF HUNTERDON, NEW JERSEY, IN
SUPPORT OF ORDINANCE AMENDING THE 100 WEST
MAIN STREET REDEVELOPMENT PLAN DESPITE
INCONSISTENCY WITH MASTER PLAN**

RESOLUTION: 224-2024

ADOPTED:

WHEREAS, the Borough Council on August 15, 2024 introduced Ordinance 2024-034 Amending the 100 West Main Street Redevelopment Plan; and

WHERE AS, the Ordinance proposes to amend the 100 West Main Street Redevelopment Plan to revise the principal permitted uses in the Plan to allow multi-family residential uses in an entire building and not limiting multi-family residential uses to upper floors, to remove first floor multi-family residential uses as a permitted conditional use and allow this as a principal permitted use, and to amend the bulk standards for maximum front yard setback to provide 75 feet, maximum permitted building height to provide 48 feet and 4 stories and maximum residential density to provide 23 units per acre; and

WHERE AS, pursuant to the Ordinance, the Borough referred the Ordinance and amended Redevelopment Plan to the Borough of High Bridge Planning Board (“Planning Board”) for its review and recommendations; and

WHERE AS, the Planning Board reviewed the Ordinance and amended Redevelopment Plan at its August 19, 2024 meeting; and

WHERE AS, the Planning Board determined that the Ordinance was generally consistent with the Master Plan except for the density in reference to the 2018 Housing and Development Plan and the C-1 determination in reference to the 2013 Land Use Plan Element future development map where a mixture of different uses would be permitted with a commercial focus; and

WHERE AS, N.J.S.A. 40:55D-62a authorizes the Borough Council to adopt an amendment to the Redevelopment Plan which is inconsistent in whole or in part with the land use plan element and housing plan element of the Master Plan by an affirmative vote of the majority of the full authorized membership of the governing body and if the Borough Council adopts a resolution setting forth its reasons for deviating from the land use or housing plan.

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

Section 1. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. The Borough Council accepts the findings of the Planning Board that the Ordinance is inconsistent in part with the land use plan element and housing plan element of the

Master Plan and approves the adoption of the Ordinance despite the inconsistency. The reason for the inconsistency is to provide a maximum density of 23 units per acre, which is appropriate for the redevelopment of the property and to serve the goals of the Redevelopment Plan in order to improve the aesthetic appearance of the Redevelopment Area, and to provide a location for multi-family housing, including affordable housing. The density of 23 units per acre is consistent with other inclusionary multi-family housing projects in the Borough and would allow a maximum of 98 residential units on the site, which is appropriate for redevelopment of the site. The site is one of the few remaining parcels in the Borough that can provide a substantial contribution to the Borough's affordable housing needs, and the greater density will permit a greater number of affordable housing units.

Section 3. This Resolution shall take effect immediately.

100 West Main Street Redevelopment Plan

For Block 24, Lot 16

Borough of High Bridge
Hunterdon County, New Jersey



Engineering
& Design

August 2024

Amendment #2

100 WEST MAIN STREET REDEVELOPMENT PLAN

Known as Block 24, Lot 16

BOROUGH OF HIGH BRIDGE

Hunterdon County, New Jersey



Recommended by the Planning Board: March 19, 2018
Amendment #1 Rec. by the Planning Board: May 21, 2018
Amendment #2 Rec. by the Planning Board:

Adopted by the Mayor & Council: March 22, 2018
Amendment #1 Adopted by the Mayor & Council: May 24, 2018
Amendment #2 Adopted by the Mayor & Council:

Prepared by:

Darlene A. Green, AICP, PP
License #6114

The original Redevelopment Plan preparation was funded by the
New Jersey Highlands Council.

MC Project No. HIB-033

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□

I. INTRODUCTION

On March 17, 2016 the Mayor and Council adopted Resolution 103-2016, requesting the Planning Board to undertake a preliminary investigation to determine if the property known as Block 24, Lot 16, with a street address of 100 West Main Street, would qualify as an Area in Need of Redevelopment pursuant to the New Jersey Local Redevelopment and Housing Law (hereafter “LRHL”), N.J.S.A. 40A:12A-1 et seq. On March 21, 2016, the Planning Board authorized Maser Consulting to undertake the preliminary investigation of the property to determine if it qualifies as an “Area in Need of Redevelopment”.

The Planning Board received a report, dated May 25, 2016, from Maser Consulting, which indicated that the four buildings on the site are in poor condition, unsafe, obsolete and uninhabitable. The report provided detailed findings, which recommended that the site be qualified under four of the criteria.

Based on Maser Consulting's report, the Planning Board found that the site met Criteria A, B, D and H and therefore constituted an Area in Need of Redevelopment. Subsequently, on June 23, 2016 the Mayor and Council adopted Resolution 166-2016, which designated the property as an Area in Need of Redevelopment.

Simultaneously, the Borough applied to the New Jersey Highlands Council for a grant to prepare a Redevelopment Plan for 100 West Main Street. On June 6, 2017 the Highlands advised the Borough it would provide grant funds for the preparation of a Redevelopment Plan.



Photo 1: Dilapidated structures on the site.

This Redevelopment Plan is essentially a master plan with “teeth” – a planning document that merges the vision of a master plan with the authority of a zoning ordinance. The required components of a Redevelopment Plan are described in the following section.

REQUIRED PLAN COMPONENTS

This document has been prepared in accordance with Section 40A:12A-7a of the LRHL, which requires redevelopment plans to include an outline for the planning, development, redevelopment or rehabilitation of the designated parcels. Specifically, the following components are required:

1. □ The Redevelopment Plan's relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements. (See Chapter IV.)

- 2.□ Proposed land uses and building requirements in the project area. (See Chapter VI.)
- 3.□ Adequate provisions for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market. (See Chapter VI.)
- 4.□ An identification of any property within the area, which is proposed to be acquired in accordance with the redevelopment plan. (See Chapter VI.)
- 5.□ Any significant relationship of the redevelopment plan to the master plans of contiguous municipalities; the master plan of the county in which the municipality is located; the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act", P.L. 1985, c.398 (C.52:18A-196 et al.). (See Chapter V.)
- 6.□ An inventory for all housing units affordable to low and moderate income households that are to be removed as a result of implementation of the redevelopment plan. Additionally, a plan for the replacement of any affordable housing to be removed from the Redevelopment Area. (See Chapter VI.)
- 7.□ Description of the plan relationship to pertinent municipal development regulations as defined in the Municipal Land Use Law (hereafter "MLUL"). The plan shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the study area. (See Chapter IV.)

- 8.□ All provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan. (See Chapter IV.)

II. REDEVELOPMENT AREA

This Redevelopment Plan has been prepared for Block 24, Lot 16. This parcel is situated at 100 West Main Street between Arch Street to the north and Dennis Avenue to the south. The property is 4.275 acres in size and contains a total of four buildings.



Photo 2: View of the site and its buildings.

The property was used as a tool production plant for 50 years and was known as "Exact Level and Tool Manufacturing". The company closed in the mid-1980s and has since been subject to code violations issued by the Construction Code Official, Board of Health, Fire Marshall and others. The property is currently in disrepair with a partially collapsed roof and ongoing neglect over the past 30 years.

The property is located within the MUC – Mixed Use Corridor Zone, which was created in 2014. The following principal uses are permitted within the MUC Zone:

- Retail stores
- Personal service establishments
- Business/professional offices
- Financial services
- Medical and health services
- Health clubs/fitness facilities
- Child-care centers
- Restaurants and taverns
- Municipal parks, playgrounds and buildings
- Mixed-use structures with two or more permitted uses
- Live-work units

Additionally, the following uses are permitted conditional uses in the MUC Zone:

- Automobile repair, service, gas stations
- Financial services with drive-thru facilities
- Public utilities
- Wireless telecommunications equipment
- Clubs, lodges and fraternal organizations

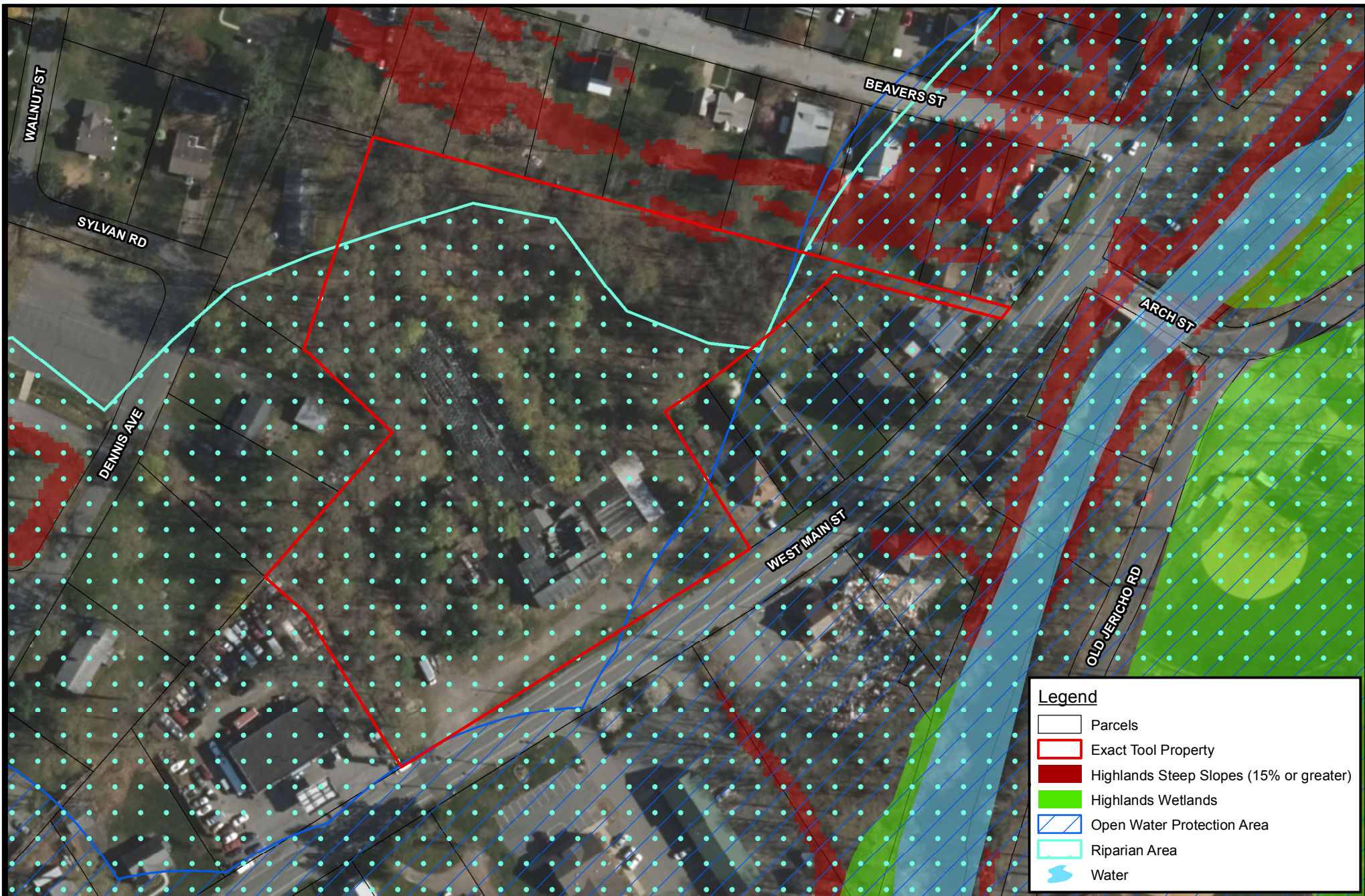
The bulk standards for the MUC Zone are as follows:

- Minimum Lot Area – 15,000 square feet
- Minimum Lot Frontage – 65 feet
- Minimum Front Yard Setback – 10 feet
- Maximum Front Yard Setback – 40 feet
- Minimum Side Yard Setback – 10 feet
- Minimum Rear Yard Setback – 30 feet
- Maximum Height – 35 feet/3 stories
- Maximum Lot Coverage – 70%

As the Borough has opted into the Highlands Planning Area, the site is also located in the Highlands Existing Community Zone. This overlay zone and the associated Highlands Land Use Ordinances would only be applicable if a future application could not achieve an exemption or exclusion from the Highlands Land Use Ordinances. These regulations do not impact bulk standards but do limit certain types of land uses that are considered minor and major contaminants.

The property is surrounded by a mix of non-residential and residential land uses. East of the property are single-family residential dwellings along the west side of West Main Street. On the east side of West Main Street is a commercial property, which is partially demolished due to a fire and is now vacant. To the south across West Main Street is the Borough of High Bridge municipal complex, which includes the Borough Hall, Borough Police Department and Emergency Squad. To the southwest of the property is a gasoline service station and automobile repair shop. The Redevelopment Area is adjacent to single-family residential properties to the west, northwest, north and northeast.

The site is served by both public water and sewer. According to the Highlands Council, the property does not contain any stream, wetland, Forest Resource Area, Critical Habitat Resource Area or Prime Groundwater Recharge Area. The majority of the site is within the Highlands designated riparian area. Less than 10% of the site is considered an Open Water Protection Area according to the Highlands mapping. See map on page 4.



Corporate Headquarters
331 Newman Springs Road
Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

**100 WEST MAIN STREET:
HIGHLANDS RESOURCES**

BOROUGH OF HIGH BRIDGE
HUNTERDON COUNTY, NEW JERSEY



0 62.5 125
Feet

Scale: 1 inch = 125 feet

Date: January 2018

MC Project No: HIB-033

III. PLAN GOALS

This chapter provides the goals of the Redevelopment Plan, which are as follows:

- 1.□ To improve the aesthetic appearance of the Redevelopment Area, which contains dilapidated structures, debris and graffiti.
- 2.□ To provide new commercial opportunities to enhance this section of West Main Street.
- 3.□ To create an opportunity for mixed use development.
- 4.□ To provide a location for multi-family housing, including affordable housing.

IV. RELATIONSHIP TO LOCAL OBJECTIVES

Redevelopment Plans are required to demonstrate any significant relationship “to pertinent municipal development regulations as defined in the Municipal Land Use Law,” and consistency “with the municipal master plan.” The following sections discuss the most recent planning documents in High Bridge and review the proposed Redevelopment Plan against the site’s current zoning.

MASTER PLAN REEXAMINATION REPORT (2011)

The Borough of High Bridge’s Master Plan was most recently reexamined in 2011. The current Borough of High Bridge Master Plan was adopted on September 1985, and previously reexamined in 1991, 1995 and 2004. Because of the significant

passage of time since original adoption, we will refer only to the 2011 Reexamination for the purpose of this Plan, relying on it to be the most current and accurate document.

This Reexamination report, as well as the 1995 and the 2004 Reexamination reports, expresses concerns regarding the Route 513 corridor in the area of Exact Level. At that time, this area was zoned Commercial, however there appeared to be no incentive to develop. Subsequently thereto, in 2014 these parcels were rezoned MUC, which is the current zoning.

The 2011 Reexamination report, and the 2004 Reexamination report by reference, specifically recommends that “the Exact Level and Tool property, identified on the Borough’s tax maps as Block 24, Lot 16, be studied to determine if it meets the criteria established by the LRHL.”

SUSTAINABLE ECONOMIC DEVELOPMENT PLAN (2011)

This document, completed in 2011, examines the Borough’s economic status and looks at efforts and activities to improve High Bridge’s economic health. Goals, strategies and actions that this Redevelopment Plan assists in accomplishing or advancing include the identification of the Exact Tool property as a potential redevelopment site, and “[w]orking with the Highlands Council and Exact Level & Tool’s owner to move the property through the cleanup and redevelopment process.”

LAND USE PLAN ELEMENT (2013)

This Land Use Plan Element updates a 1985 document, incorporating current concerns and conditions into the land use vision for the municipality, including the adoption of the Highlands Act and High Bridge’s formal conformance therewith in 2010.

As with the 2011 Master Plan Reexamination report, the 2013 Land Use Element again recommends studying the Exact Level and Tool property, Block 24, Lot 16, as a potential Area in Need of Redevelopment. The Element goes on to say that “[t]he property is contaminated and according to the New Jersey Department of Environmental Protection’s website, remediation began in August of 1986.” But, that upon completion of remediation, the redevelopment of the site should take place.

The Element reiterates that position along with recommended zoning changes, saying, “The Borough should study the Exact Level & Tool property, Block 24, Lot 16, to determine if it meets the criteria to be an area in need of redevelopment, once the extent of environmental contamination has been determined.”

ZONING ORDINANCE

The Redevelopment Area lies within the MUC (Mixed Use Corridor) zoning district, which was created in 2014. Prior to that the area was zoned C (Commercial). The permitted uses for the MUC zone are found in Chapter 145, Article 4, Section 406.1 of the municipal code and are listed on page 3 of this Plan, along with the bulk standards for the MUC Zone. This document has utilized the bulk standards found in the MUC and Downtown Business (DB) Zone as a springboard in crafting the land use regulations for this Redevelopment Plan.

PLAN RELATIONSHIP TO ZONING

This Redevelopment Plan supersedes the underlying zoning for the parcel described in this document. The vision for the lot is to demolish the existing buildings and construct new, visually-attractive buildings that form a gateway entrance to the Borough as well as the downtown area.

CONCLUSION

The 100 West Main Street Redevelopment Plan as proposed is substantially consistent with High Bridge’s 2011 Master Plan Reexamination Report, 2011 Sustainable Economic Development Plan, 2013 Land Use Plan Element and Zoning Ordinance. This document advances the recommendations provided in the various master plan documents for the former Exact Tool site and places the Borough one step closer to realizing the redevelopment of the site.

V. RELATIONSHIP TO OTHER PLANS

This chapter of the report describes the relationship to the master plans of adjacent communities and Hunterdon County as well as the report’s relationship to the State Development and Redevelopment Plan.

PLANS OF ADJACENT COMMUNITIES

High Bridge is located in Hunterdon County and is surrounded by the Townships of Lebanon and Clinton. The Redevelopment Area does not border any of the adjacent communities.

Because the parcel is not immediately adjacent to other municipalities, the Redevelopment Plan’s adoption will not impact other communities or their Master Plans.

COUNTY DOCUMENTS

The following County documents support redevelopment and would be advanced by this Redevelopment Plan.

HUNTERDON COUNTY GROWTH MANAGEMENT PLAN (2007)

Serving as the County Master Plan, the Hunterdon County Growth Management Plan is largely a document for the preservation of environmental resources and open space in a mostly rural county. However, the document does acknowledge the use of redevelopment as an important revitalization tool for municipalities.

HUNTERDON COUNTY COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (2014)

In 2014, the Hunterdon County Comprehensive Economic Development Strategy plan was adopted. The plan stated that “[r]evitalization of downtown communities combined with ample repurposing and redevelopment will meet the growing demand for compact, walkable communities,” and acknowledging the opportunity to “[f]ill vacant industrial, retail, and office space.” While not a downtown, this parcel is in walking distance to the train station and downtown district.

The Plan also lists as a goal, “Promote flexible zoning and other incentives to facilitate conversion/redevelopment of vacant buildings for new or mixed uses.” The redevelopment of 100 West Main Street would advance this goal.

STATE DOCUMENTS

HIGHLANDS REGIONAL MASTER PLAN (2008)

The Highlands Region includes 88 municipalities, including High Bridge. The Regional Master Plan seeks to evaluate how best to

protect the natural and cultural resources of the Highlands Region while striving to accommodate a sustainable economy.

Nothing within this document specifically addresses the redevelopment of the Exact Level site. However, the overall Plan does stress smart growth principles and encourages redevelopment. Goal 6H is to promote development and redevelopment in or adjacent to existing developed lands. Policy 6H4 is to promote compatible growth opportunities that include infill development, adaptive reuse, redevelopment and brownfields redevelopment in existing developed areas. Policy 6H5 is to promote land uses which create a sense of place with attractive, walkable neighborhoods that support community connectivity of development lands and community facilities.

The redevelopment of Lot 16 would advance the above goals and policies of the Highlands Council.

NEW JERSEY STATE PLAN

The State Strategic Plan is the revision to the 2001 State Development and Redevelopment Plan. The document sets forth a vision for the future of New Jersey along with strategies to achieve that vision. The State Strategic Plan was intended to be adopted by the State Planning Commission in November 2012 but was postponed due to Super Storm Sandy. The Commission is revising the document to incorporate disaster planning goals considering Super Storm Sandy.

The draft final State Strategic Plan has four overarching goals along with ten “Garden State Values”. This Redevelopment Plan has the ability to advance six of the ten values:

- **Concentrate Development and Mix Uses** – promote mixed-use development that is compact, offers shopping

and services within convenient walking distance of home and jobs

- **Prioritize Redevelopment and Existing Infrastructure** – prioritize the reuse and remediation of existing sites and structures
- **Increase Job and Business Opportunities** – provide opportunities for investment near housing, infrastructure and transportation
- **Create High-Quality, Livable Places** – create places to live, work and recreate; provide pedestrian-friendly streetscapes and enhance community design and character
- **Provide Transportation Choice and Efficient Mobility of Goods** – maintain transportation options
- **Diversify Housing Opportunities** – support the construction of housing that meets the needs of households of all sizes and income levels, located near transit and where services are available

VI. REDEVELOPMENT PLAN

This chapter of the 100 West Main Street Redevelopment Plan provides the general provisions, including review process, as well as land use and design requirements for the redevelopment of the site.

GENERAL PROVISIONS

RELOCATION

No temporary or permanent relocation of residents is contemplated, as there are no residential (market-rate or affordable) units on the parcel. Therefore, no relocation

assistance is necessitated by the 100 West Main Street Redevelopment Plan.

PROPERTIES TO BE ACQUIRED

In designating the Redevelopment Area, the Borough Council did provide notice that they reserve the right to utilize condemnation, if needed. The Council's preference is for the site to be developed by a private developer after the purchase of the property from the current owners. Currently, the Borough does not propose to acquire the site.

DEVIATIONS FROM REDEVELOPMENT PLAN REQUIREMENTS

The Planning Board of the Borough of High Bridge may, after review of a site plan that is in one or more aspects inconsistent with the Redevelopment Plan, grant deviations from the strict application of the regulations contained in this Redevelopment Plan in accordance with the provisions for bulk variances in N.J.S.A. 40:55D-70c. Notwithstanding the above, no deviations shall be granted that would permit any of the following:

- a use or principal structure that is not otherwise permitted by this Redevelopment Plan;
- an increase in the maximum permitted floor area ratio;
- or an increase in the maximum permitted height of a principal structure by more than 10 feet or 10%, whichever is less.

REVIEW PROCEDURES

The review procedures for this Redevelopment Plan are as follows:

- The Mayor and Council shall act as the Redevelopment Entity.
- All development applications shall be submitted to the High Bridge Planning Board through the normal site plan and subdivision procedures as outlined in N.J.S.A. 40:55-1 et seq. and the Borough of High Bridge Code.
- The Planning Board shall deem any application for redevelopment subject to this 100 West Main Street Redevelopment Plan incomplete if the applicant has not been designated as the redeveloper by the Redevelopment Entity and a redevelopment agreement has been executed. No development shall occur on such property except as determined pursuant to such redevelopment agreement.
- The Board of Adjustment is not permitted to grant any deviations from the use provisions of this Redevelopment Plan. Any proposed changes to the Redevelopment Plan involving specific permitted land uses shall be in the form of an amendment to the Redevelopment Plan adopted by the Mayor and Council, in accordance with the procedures set forth in the LRHL.

LAND USE & DEVELOPMENT REQUIREMENTS

This section of the report is divided into three categories:

- Definitions
- Use and Bulk Requirements
- Architectural Standards

DEFINITIONS

Adult daycare – a non-residential facility that supports the health, nutritional, social and daily living needs of adults in a professionally staffed facility. No overnight facilities are provided.

Alternative Treatment Center - any commercial establishment engaged in the cultivation and/or distribution of medical marijuana, including cannabis derived oils, tinctures, and lotions; and related paraphernalia.

Artist studio – a work space in which an artist does his work, such as painting, drawing, photography, sculpture or similar fine art. Said space can be used to both create art work and sell art work.

Child care center - any facility which is maintained for the care, development or supervision of six or more children under six years of age who attend for less than 24 hours per day and which is licensed by the New Jersey Department of Human Services.

Electronic smoking device - an electronic device that can be used to deliver nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, cigarillo, or pipe.

Head shop - a retail business that sells any type of syringe, needle, eye dropper, spoon, pipe, testing kit, rolling paper or other paraphernalia or appliances designed for or ordinarily used in smoking, testing, weighing, measuring, injecting, cooking or sniffing marijuana, cocaine, opium, hashish or other controlled dangerous substances as defined by N.J.S.A. 24:21-1 et seq.

Higher education – a facility that offers education beyond high school. These types of facilities include universities, colleges, seminaries and institutes or branches of a main campus.

Incubator space – an office space-type environment that is flexibly designed that accommodates administrative, research and development and/or limited manufacturing activities. The space can be shared by multiple entities that share services. There shall be no emission of any smoke, fumes, gas, dust, odors or any other atmospheric pollutant, which will disseminate beyond the boundaries of the lot occupied by an incubator space. There shall be no vibration that is discernible to the human sense of feeling beyond the boundaries of the subject site.

Indoor recreation – A recreational land use conducted entirely within a building, including, but not limited to an arcade, rock climbing, bowling alley, community center, gymnasium, swimming pool or tennis courts.

Instructional use - uses for the teaching and practice of dance, drama, art, language, martial arts, music, aerobics, sports, fitness, photography and the like. These uses may, from time to time, hold group events, such as birthday parties.

Limited manufacturing – an activity that involves the fabrication, reshaping, reworking, assembly or combining of products from previously prepared materials and which does not involve the synthesis of chemical or chemical products or the processing of any raw materials.

Liquid nicotine - any solution containing nicotine which is designed or sold for use with an electronic smoking device.

Liquid nicotine container - a bottle or other container of liquid, wax, gel, or other substance containing nicotine, where the liquid or other contained substance is sold, marketed or intended for use in a vapor product but does not include containers prefilled and sealed by the manufacturer and not intended to be opened by the consumer.

Massage and bodywork therapies - systems of activity of structured touch which include, but are not limited to, holding, applying pressure, positioning and mobilizing soft tissue of the body by manual technique and use of visual, kinesthetic, auditory and palpating skills to assess the body for purposes of applying therapeutic massage and bodywork principles. Such application may include, but is not limited to, the use of therapies such as heliotherapy or hydrotherapy, the use of moist hot and cold external applications, explaining and describing myofascial movement, self-care and stress management as it relates to massage and bodywork therapies. Massage and bodywork therapy practices are designed to affect the soft tissue of the body to promote and maintain the health and well-being of the client. Massage and bodywork therapies do not include the diagnosis of illness, disease, impairment or disability.

Medical office - the office of a licensed medical or health care practitioner providing health care services to a person for the purpose of maintaining or restoring a person's physical or mental health. The term "licensed" is defined in the New Jersey Administrative Code.

Movie theater – a theater where movies are shown for public entertainment.

Outdoor dining – a designated area of a restaurant, but outside the principal building, and where patrons may sit at tables while consuming food and beverages.

Performance space – a space used for theater, poetry, dance performance, recitals for live music and the like.

Personal service – establishments primarily engaged in providing services involving the care of a person or his or her personal goods or apparel. Examples include dry cleaners, salons, barber shops, travel agencies and the like.

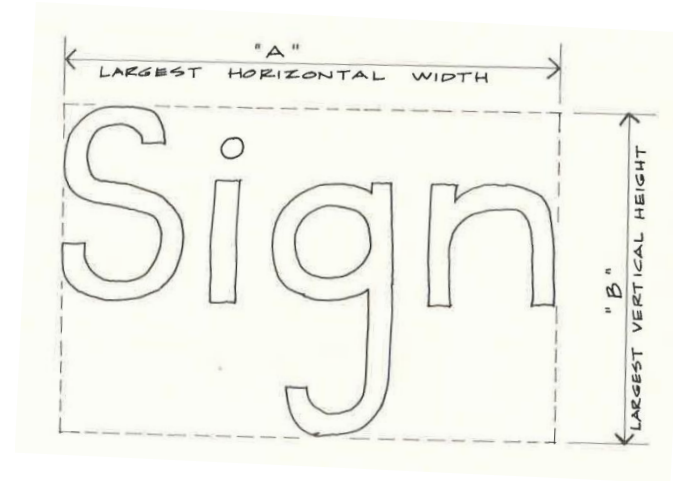
Professional office – a room or group of rooms used for conducting the affairs of a business, profession, industry or government and generally furnished with desks, tables, files and communication equipment.

Retail – establishments engaged in selling goods or merchandise for personal or household consumption and rendering services incidental to the sale of such goods.

Restaurant – an establishment where food and drink are prepared, served and consumed primarily within the principal building.

Sign - any object, device, display or structure, or part thereof, situated outdoors or indoors, permanent or temporary in nature, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, logos, fixtures, colors, illumination or projected images.

Sign area - the entire space within a single continuous perimeter enclosing the extreme limits of a sign or where a sign consists of individual letters or logos, the space bounded by the maximum horizontal and vertical dimensions of the lettering/logo. For double-sided identical signs, only one side constitutes total sign area. See example to the upper right:



Sign, Directional – On-site signage that provides direction or information to pedestrians or vehicular traffic that is related to the movement of pedestrians and/or vehicular traffic on the premises (e.g. "entrance", "exit", "one-way", and the like). Logos are not permitted on directional signs.

Sign, Directory - a sign, parallel and attached to the building that contains listings of one or more commercial establishments located on the upper floors of a building that share a common entrance.

Sign, Monument – a sign not affixed to a building where the entire bottom is in contact with the ground.

Sign, Street Address – a sign denoting the street address of the premises on which it is attached or located.

Sign, Wall - all flat signs of solid-face construction and/or individual letters which are placed against a building or other structure and attached to the exterior front, rear or side wall of any building or other structure, so that the display surface is parallel with the plane of the wall. Signs painted on an exterior

wall shall be deemed to be wall signs subject to all applicable requirements.

Sign, Window - any sign temporarily or permanently affixed to the glass of a window or door of a business or that is visible through a window or door and placed within 2 feet of the glass.

Vapor product - any non-combustible product containing nicotine that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, to produce vapor from nicotine in a solution or any form, including any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device, and any vapor cartridge or other container of nicotine in a solution or other form intended to be used with, or in, any such device.

USE AND BULK REQUIREMENTS

A. Principal permitted uses.

1. ☐ Adult daycare.
2. ☐ Artist studio.
3. ☐ Child care center.
4. ☐ Higher education.
5. ☐ Incubator space.
6. ☐ Instructional uses.
7. ☐ Massage and bodywork therapies as licensed by the State of New Jersey.
8. ☐ Movie theater.
9. ☐ Multi-family residential uses.

¹ The Borough is prohibiting certain hours of operation due to health and safety concerns. The Redevelopment Area has residential uses on three of its five sides. This Redevelopment Plan proposes to introduce commercial uses to the site and wishes to limit noise, light and traffic impacts to these adjacent residential neighbors.

10. ☐ Retail.
11. ☐ Performance space.
12. ☐ Personal services.
13. ☐ Professional and medical offices.
14. ☐ Restaurants.
15. ☐ Tattoo studio.
16. ☐ Indoor recreation.
17. ☐ Two or more of the aforementioned uses in one building.

B. Permitted accessory uses.

1. ☐ Off-street parking.
2. ☐ Outdoor dining associated with a permitted restaurant.
3. ☐ Outdoor displays of goods shall be permitted during business hours and shall be located on the parcel.

C. Permitted conditional uses.

1. ☐ None.

D. Prohibited uses.

1. ☐ Any use not specifically permitted is prohibited.
2. ☐ Adult-themed retail stores.
3. ☐ Automotive repair facilities.
4. ☐ Gas stations.
5. ☐ Alternative treatment centers.
6. ☐ Head shops.
7. ☐ New or used car lots.
8. ☐ Uses that include a drive-through facility that operates between 9pm and 5am.¹
9. ☐ Uses that are open between 11pm and 5am.²

² The Borough is prohibiting certain hours of operation due to health and safety concerns. The Redevelopment Area has residential uses on three of its five sides. This Redevelopment Plan proposes to introduce commercial uses to the site and wishes to limit noise, light and traffic impacts to these adjacent residential neighbors.

E. Bulk standards.

- 1.□ Minimum lot area – 4 acres
- 2.□ Minimum lot width – 300 feet
- 3.□ Minimum front yard setback – 25 feet
- 4.□ Maximum front yard setback – 75 feet
- 5.□ Minimum side yard setback to adjacent non-residential uses – 20 feet
- 6.□ Minimum side and rear yard setback to adjacent residential uses – 50 feet
- 7.□ Maximum building coverage – 60%
- 8.□ Maximum impervious coverage – 80%
- 9.□ Maximum permitted building height – 48 feet and 4 stories; however, roof-mounted equipment, elevator penthouses, and parapets shall extend no more than six feet above the maximum permitted building height.
- 10.□ Maximum residential density – 23 units per acre

F. Off-street parking.

- 1.□ General Provisions
 - a.□ All parking spaces shall measure no less than 9 feet in width by 18 feet in length and be delineated by hairpin striping.
 - b.□ Parking shall be set back a minimum of 5 feet from a public street, 15 feet from an adjacent non-residential use and 35 feet from an adjacent residential use.
 - c.□ All lighting for off-street parking areas shall be so arranged and shielded as to reflect the light downward and prevent any light from shining directly on adjoining streets, residential zones and residential buildings.
 - d.□ Parking lot lighting shall provide a maintained minimum average of 0.5 footcandles.

- e.□ Light illumination at the property line with adjacent existing residential uses shall not exceed zero footcandles.

2.□ Parking Ratios. The following off-street parking shall be provided:

- a.□ Artist studio – 1 space for each 1,000 square feet of gross floor area
- b.□ Higher education – 1 space for each 500 square feet of gross floor area
- c.□ Incubator space – 1 space for each 750 square feet of gross floor area
- d.□ Indoor recreation – 1 space per 200 square feet of floor area
- e.□ Instructional uses – 1 space for each 120 square feet of public area for uses with less than 5,000 square feet of public area. For uses with 5,000 or more square feet of public area, the parking requirement shall be determined based maximum fire occupancy
- f.□ Retail uses -1 space per 350 square feet of gross floor area
- g.□ Movie theater – 1 space for each 3 seats
- h.□ Medical and dental office - 1 space per 150 square feet of gross floor area
- i.□ Office uses other than medical and dental - 1 space per 250 square feet of gross floor area
- j.□ Performance space – 1 space for each three occupants as permitted by the fire code
- k.□ Personal service, massage, bodywork therapy uses, tattoo studio - 1 space per 200 square feet of gross floor area
- l.□ Restaurants - 1 space per 3 seats and 1 space per 2 employees during the peak shift

- m. ☐ Child care center and adult daycare – 1 space per 300 square feet of gross floor area
 - n. ☐ Residential units – 1.8 spaces for each one-bedroom unit; 2 spaces for each two-bedroom unit; 2.1 spaces for each three-bedroom unit
3. ☐ Shared parking. Nothing in the above requirements or in this sub-section shall be construed to prevent the employment of shared parking:
- a. ☐ On-site shared parking. For parcels containing a mixed-use building, on-site shared parking may be implemented in one of two manners.
 - (1) ☐ A 50% shared parking allowance shall be permitted for combining weekday uses with evening/weekend uses in the same building. Office, higher education and retail uses are weekday uses, while residential, movie theater, performance space and restaurant uses are considered to be evening/weekend uses.
 - (2) ☐ 50% of the parking requirement of the evening/weekend use of the building may be met through parking already provided for the weekday use. For example, a building contains office space that requires 30 parking spaces and residential units that require 16 parking spaces. The residential parking is permitted to be reduced by 50% or 8 parking spaces. Therefore, the development would only be required to construct 38 parking spaces instead of 46.
4. ☐ Screening
- a. ☐ Off-street parking shall be screened from public view by installing evergreen shrubs, which are a minimum of 3 feet high.
 - b. ☐ Parking within 50 feet of an existing adjacent residential use shall be screened from the residential

use by installing a staggered, double row of evergreen shrubs, which are a minimum of 3 feet high. At least 30% of said shrubs shall be a minimum of 3.5 feet high.

5. ☐ Landscaping

- a. ☐ Within surface parking lots 1 landscape island shall be provided for every 20 parking spaces.
- b. ☐ Said landscape island shall contain a minimum of 160 square feet.
- c. ☐ At least half of the landscape islands shall contain a shade tree and other landscaping; the remainder shall contain shrubs.

G. Loading.

- 1. ☐ Facilities for loading shall be provided on the property in other than the front yard. Each parcel shall demonstrate the adequacy of the proposed loading area(s) to meet the requirements of the proposed use. Alternatively, if no loading area is proposed, the applicant/owner shall provide testimony and/or proof to the Planning Board that the use can function without a dedicated loading area.
- 2. ☐ Loading areas shall be buffered from existing residential uses by:
 - a. ☐ A six-foot-tall solid fence, or
 - b. ☐ A landscape buffer 10 feet wide with two rows of staggered deciduous shrubs, which are a minimum of 6 feet high. Said buffer shall effectively form a screen.

H. Trash

- 1. ☐ Trash receptacles shall be in the rear yard and shall be enclosed with a solid fence or masonry. No trash receptacle shall be visible from any public street.

- 2.□ No dumpster or trash facility shall be located less than 20 feet to a property line shared with an existing single-family home.
- 3.□ Such facilities shall be designed so that they fit within an overall project design.
- 4.□ Provisions for the collection, disposition and recycling of recyclable materials shall be subject to any other applicable ordinances of the Borough of High Bridge.
- 5.□ Trash may be alternatively stored inside the building.

I. Stormwater. All applications for development shall conform to the stormwater regulations contained in the Borough of High Bridge's code.

J. Landscaping.

- 1.□ Street trees shall be provided along all public streets with a minimum 3-inch caliper, spaced no more than 50 feet apart. Branching height should bear a relationship to the size and species of the tree but shall have a minimum clearance height of 7 feet above grade before branching begins.
- 2.□ There shall be a minimum 35-foot-wide buffer strip along any abutting residential use. The only item that may infringe on the buffer strip is a trash area. Within the buffer strip all existing trees shall be maintained unless dead or diseased.
- 3.□ The buffer strip shall contain a mixture of plants and shall include the following:
 - a.□ One shade tree for every 60 linear feet of buffer;
 - b.□ One evergreen tree for every 50 linear feet of buffer;
 - c.□ One ornamental tree for every 80 linear feet of buffer; and
 - d.□ Ten shrubs for every 100 linear feet of buffer.

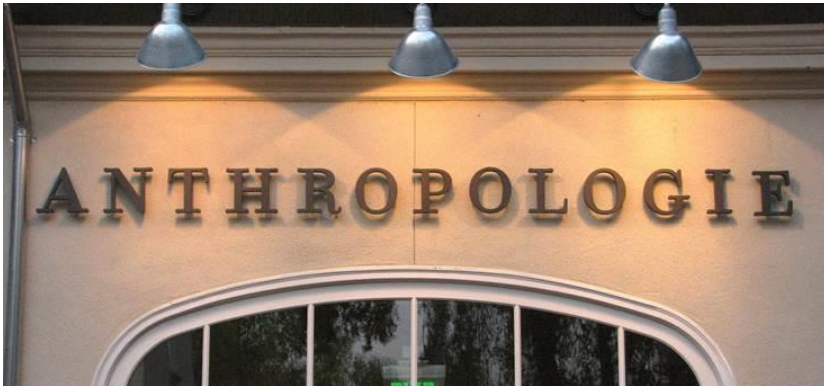
- 4.□ Existing plants within the buffer shall count towards the above requirements.
- 5.□ Proposed buffer plantings shall be arranged in a natural staggered pattern and shall not be lined up in straight, single rows.
- 6.□ Any portion of the Redevelopment Area not used for structures, roadways, loading, parking, etc. shall be landscaped with grass, trees and shrubs, as designed by a Landscape Architect.
- 7.□ At the time of planting, evergreen trees shall be a minimum of 6 feet tall, deciduous trees a minimum of 3 inches in caliper, ornamental trees a minimum of 2 inches in caliper and shrubs a minimum of 3 feet tall.

K. Signage. The following standards shall apply to all signs in the Redevelopment Area. No sign type other than those identified below shall be permitted.

- 1.□ Wall signage.
 - a.□ One wall sign shall be permitted per ground floor business.
 - b.□ The following types of wall signs shall be permitted:
 - (1)□ Back-lit raised letters with concealed ballast.
 Example below.



- (2) Individual cut letters with gooseneck lighting.
Example below.



- c. The maximum sign area shall be 95% of the linear business frontage, with a maximum area of 50 square feet. For example, if the linear business frontage is 20 feet, the maximum sign area shall be 19 square feet.
 - d. The horizontal dimension of the sign shall not exceed 80% of the width of the building frontage occupied by the use.
 - e. Wall signs shall not be permitted above the roofline or the bottom of any second-floor windows, whichever is lower.
 - f. Wall signs shall not project more than 8 inches from the façade.
2. Monument signage.
- a. If the building is set back 40 or more feet from the property line, 1 monument sign shall be permitted.
 - b. The maximum sign area shall be 30 square feet, excluding the base.
 - c. The maximum sign height shall be 6 feet, including the base.

- d. The sign shall be set back from the right-of-way a minimum of 8 feet.
 - e. The base of the monument sign shall be constructed of materials that are consistent with the building architecture.
 - f. Monument signs may be externally lit.
3. Street address signage.
- a. Street address signage shall be provided on each building or on a monument sign.
 - b. Street address numbers shall have a maximum height of 12 inches.
4. Directory signage.
- a. Where a building has upper story non-residential uses, 1 directory sign shall be permitted per entrance to said upper story establishments.
 - b. The maximum sign area shall be 6 square feet.
 - c. Directory signage shall be located next to the exterior entrance to the upper story establishment(s). The top edge of the sign shall be no higher than 7 feet above the sidewalk or grade.
5. Directional signage.
- a. Directional signage shall be permitted at driveways that abut public streets.
 - b. The maximum sign area shall be 3 square feet.
 - c. The maximum sign height shall be 3 feet from grade.
 - d. Directional signage may be internally illuminated.
6. Temporary window signage advertising special sales or events shall be permitted, subject to the following limitations:
- a. One or more temporary window signs may be displayed at the same time.
 - b. Temporary window signs shall not cover more than 25% of the glass surface.

- c. Temporary window signs shall not be displayed for a period longer than 30 days.
- 7. Temporary grand opening signs, subject to the following limitations:
 - a. One temporary grand opening or coming soon sign may be displayed for the grand opening of a business, relocation of a business or to announce the approaching arrival of a new business.
 - b. Said sign shall not exceed a maximum of 20 square feet.
 - c. Said sign shall be located within the window of the commercial establishment or on the exterior of the building no higher than the roofline.
 - d. A temporary grand opening sign shall not be displayed for a period longer than 45 days.
- 8. Temporary real estate signage.
 - a. For each parcel, 1 temporary real estate sign for each street frontage may be displayed.
 - b. Temporary real estate signs shall be removed within 7 days following the closing or settlement of a sale, lease or rental of the real estate that was offered for sale, lease or rent.

L. Affordable Housing Standards.

- 1. Any application within the Redevelopment Area providing for 5 or more residential units shall be required to provide affordable housing. A minimum 20% affordable housing set-aside shall be provided regardless of whether the units are offered as sale or rental.
- 2. Affordable housing units shall meet the bedroom distribution requirements contained in the Uniform Housing Affordability Controls.

- 3. The units shall meet the low/moderate income distribution requirements contained in the Uniform Housing Affordability Controls. At least 13% of the units shall be reserved for very-low-income units.
- 4. All units shall be deed restricted for a minimum of 40 years in accordance with P.L. 2024, c.2.
- 5. The developer shall be responsible for retaining a qualified Administrative Agent to administer the units, subject to the Borough's approval.
- 6. Non-residential development shall be subject to the State-wide Non-Residential Development Fee Act.

ARCHITECTURAL STANDARDS

M. Purpose

- 1. The purpose of the architecture design standards is to establish a set of principles and requirements to guide future redevelopment. These principles will enhance the Redevelopment Area and encourage redevelopment at a scale that is pedestrian-oriented. The guidelines work to provide standards that allow for flexibility and creativity while encouraging high-quality development. High-quality development is long-lasting and will increase property values. The goal is to create buildings that are attractive and enliven the streetscape.

N. Massing

- 1. Building wall offsets, including both projections and recesses, shall be provided along any street-facing building wall measuring greater than 50 feet in length in order to provide architectural interest and variety to the massing of a building and relieve the negative visual effect of a single, long wall.

- 2.□ The maximum spacing between such vertical offsets shall be 40 feet. The minimum projection or depth of any individual vertical offset shall not be less than 8 inches.
- 3.□ Vertical offsets can include pilasters, projecting bays, changes in façade materials and balconies.

O. Articulation

- 1.□ All street-facing building walls shall have a clearly defined base, body and cap.
- 2.□ The base of the building shall align with either the kickplate or sill level of the first story.
- 3.□ The body section of a building may be horizontally divided at floor, lintel or sill levels with belt courses.
- 4.□ The architectural treatment of a façade shall be completely continued around all street-facing façades of a building. All sides of a building shall be architecturally designed to be consistent regarding style, materials, colors and details.

P. Roof

- 1.□ The height of elevator shafts, ventilators, air conditioning and any other apparatus which may be carried on the roof level shall be screened and shall be no higher than 5 feet above the permitted height. Said roof-top equipment shall not be visible from surrounding properties or streets.
- 2.□ The shape, pitch and color of a roof shall be architecturally compatible with the style, materials and colors of such building.
- 3.□ If the building has a flat roof, a parapet shall project vertically to hide any roof-mounted mechanical equipment. Additionally, a cornice shall project out horizontally from the façade and shall be ornamented with moldings, brackets or other details.

- 4.□ Pitched roofs are encouraged to have dormers, chimneys, cupolas and other similar elements to provide architectural interest. These elements shall be compatible with the style, materials, colors and details of the building.
- 5.□ Roofline offsets shall be provided along any gable roof measuring more than 50 feet in length to provide architectural interest and articulation to a building.
- 6.□ Rooftop heating, ventilating and air-conditioning systems, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be inconspicuous as viewed from the street and adjacent properties.
- 7.□ If a building containing a fourth floor/story is proposed, said fourth floor/story shall be located within a mansard roof for at least 70% of the length of the street-facing façade.

Q. Transparency

- 1.□ Ground floor non-residential uses in the Redevelopment Area shall have large pane display windows. Such windows shall be framed by the surrounding wall and shall be a minimum of 70% of the total ground level facade area. A building's "ground level façade area" is the area bounded by the side edges of the building and the plane coincident with the internal floor of the building and the internal ceiling of the building.
- 2.□ Transoms above display windows in the Redevelopment Area are encouraged.
- 3.□ Windowsills shall not be more than 3 feet above the sidewalk in the Redevelopment Area for non-residential uses. Base panels or bulkheads are encouraged between the sidewalk and the windowsills.

- 4. ☐ Windows shall be vertically proportioned (taller than wider) where possible.
- 5. ☐ Buildings of architectural styles that normally have windows with muntins (vertical dividers) or divided lights shall utilize those types of windows.
- 6. ☐ Glass blocks are not permitted on façades that abut a public street.
- 7. ☐ Exterior security grates are prohibited.

R. Entrances

- 1. ☐ All entrances to a building shall be defined and articulated by utilizing such elements as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades and other such elements, where appropriate.

S. Materials

- 1. ☐ Building façades visible from a public street shall consist of durable, long-lasting materials.
- 2. ☐ Appropriate materials include brick, stone, cast stone, Hardieplank or other high-quality material.

VII. RELATIONSHIP TO ZONING

ZONING PROVISIONS

EFFECT OF PLAN

The 100 West Main Street Redevelopment Plan supersedes the existing zoning for the parcel and the applicable provisions of the Borough of High Bridge's Land Use Ordinance as provided in Chapter VI above.

TERMS & DEFINITIONS

Any terms or definitions not addressed within this Redevelopment Plan shall rely on the applicable terms and conditions set forth in Chapter 145, Land Use and Development.

OTHER APPLICABLE DESIGN & PERFORMANCE STANDARDS

Any design or performance standards not addressed within this Redevelopment Plan shall rely on the applicable design and performance standards set forth in Chapter 145, Land Use and Development.

CONFLICT

If any word, phrase, clause, section or provision of this plan, is found by a court or other jurisdiction to be invalid, illegal or unconstitutional; such word, phrase, section or provision shall be deemed severable and the remainder of the Redevelopment Plan shall remain in full force and effect.

ZONING MAP REVISION

This Redevelopment Plan supersedes the underlying zoning, which requires the Official Zoning Map to be amended for the parcel. The Zoning Map is hereby amended to illustrate the following block and lots as the "West Main Street Redevelopment Plan":

- ☐ Block 24, Lot 16

VIII. AMENDMENTS & DURATION

AMENDMENTS TO THE REDEVELOPMENT PLAN

This plan may be amended from time to time in accordance with the procedures of the LRHL. To the extent that any such amendment materially affects the terms and conditions of duly executed redevelopment agreements between one or more redevelopers and the Borough of High Bridge, the provisions of the redevelopment plan amendment will be contingent upon the amendment of the redeveloper agreement to provide for the plan amendment.

CERTIFICATES OF COMPLETION & COMPLIANCE

Upon the inspection and verification by the Mayor and Council that the redevelopment of a parcel subject to a redeveloper agreement has been completed, a Certificate of Completion and Compliance will be issued to the redeveloper and such parcel will be deemed no longer in need of redevelopment.

This Redevelopment Plan will remain in effect until a Certificate of Completion has been issued for the designated parcel, or until the Redevelopment Plan is deemed no longer necessary for the public interest and repealed by Ordinance of the Mayor and Council.

SELECTION OF REDEVELOPER(S)

In order to assure that the vision of the 100 West Main Street Redevelopment Plan will be successfully implemented in an effective and timely way and in order to promptly achieve the goals of the Plan, the Mayor and Council, acting as the Redevelopment Entity, will designate the redeveloper(s) for any

redevelopment project in the area governed by this Redevelopment Plan. All redeveloper(s) will be required to execute a redevelopment agreement satisfactory to the Mayor and Council.

The implementation of this Redevelopment Plan may utilize a process for the competitive selection of one or more redeveloper(s). The intent of this section of the Redevelopment Plan is to set forth the procedural standards to guide redeveloper selection. The Mayor and Council, acting as the Redevelopment Entity may, at any time, proactively solicit potential redevelopers by utilizing appropriate methods of advertisement and other forms of communication, or may, in its discretion, entertain an unsolicited proposal from a prospective redeveloper(s) for redevelopment of the area.

The selection of a redeveloper by the Mayor and Council, acting as the Borough of High Bridge's Redevelopment Entity for the areas, may be based on a competitive selection process. Under a competitive selection process, which may be undertaken from time to time at the discretion of the Mayor and Council, an applicant for selection as a redeveloper will be required to submit materials to the Mayor and Council that specify their qualifications, financial resources, experience and design approach to the property in question. The competitive selection process will likely include the submission of some or all of the following materials (additional submission materials may be requested by the Mayor and Council as deemed appropriate to the lands in question):

- □ Conceptual plans and elevations sufficient in scope to demonstrate that the design approach, architectural concepts, number and type of development, parking, traffic circulation, landscaping and other elements are

consistent with the objectives and standards of this Redevelopment Plan.

- Anticipated construction schedule, including estimated pre-construction time period to secure permits and approvals.
- Documentation evidencing the financial responsibility and capability with respect to carrying out site environmental remediation and the proposed redevelopment including but not limited to: type of company or partnership, disclosure of ownership interest, list of comparable projects successfully completed, list of references with name, address and phone information, list of any general or limited partners, and financial profile of the redeveloper entity.

The following provisions regarding redevelopment are hereby included in connection with the implementation of this Redevelopment Plan and the selection of a redeveloper(s) for any property included in the Redevelopment Plan and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations to the contrary:

- 1.□ The redeveloper, its successor or assigns shall develop the property in accordance with the uses and building requirements specified in the Redevelopment Plan.
- 2.□ Until the required improvements are completed, and a Certificate of Completion is issued by the Redevelopment Entity, the redeveloper covenants provided for in N.J.S.A. 40A:12A-9 and imposed in any redeveloper agreement, lease, deed or other instrument shall remain in full force and effect.

- 3.□ The redevelopment agreement(s) shall contain provisions to assure the timely construction of the redevelopment project, the qualifications, financial capability and financial guarantees of the redeveloper(s) and any other provisions to assure the successful completion of the project.
- 4.□ The designated redeveloper(s) shall be responsible for any installation or upgrade of infrastructure related to their project whether on-site or off-site. Infrastructure items include, but are not limited to gas, electric, water, sanitary and storm sewers, telecommunications, recreation or open space, streets, curbs, sidewalks, street lighting and street trees or other improvements. The extent of the designated redeveloper's responsibility will be outlined in the redeveloper's agreements with the Borough. All utilities shall be placed underground.
- 5.□ All infrastructure improvements shall comply with applicable local, state and federal law and regulations, including the Americans with Disabilities Act.

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Ordinance 2024-035

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

**AMENDING CHAPTER 334 STORMWATER MANAGEMENT TO UPDATE THE
STORMWATER MANAGEMENT CODE**

WHERE AS, the Council of the Borough of High Bridge wishes to amend Chapter 334 to the following:

334-1. Scope and purpose.

A. Policy Statement

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose

The purpose of this ordinance is to establish minimum stormwater management requirements and controls for “major development,” as defined below in § 334-2.

C. Applicability

1. This ordinance shall be applicable to the following major developments:
 - a. Non-residential major developments; and
 - b. Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
2. This ordinance shall also be applicable to all major developments undertaken by the Borough of High Bridge.
3. An application required by ordinance pursuant to 334-1(C)(1) above that has been submitted prior to June 27th, 2024, shall be subject to the stormwater management requirements in effect on June 26th, 2024.

4. An application required by ordinance for approval pursuant to 334-1(C)(1) above that has been submitted on or after March 2, 2021, but prior to June 27, 2024, shall be subject to the stormwater management requirements in effect on June 26th, 2024.
5. Notwithstanding any rule to the contrary, a major development for any public roadway or railroad project conducted by a public transportation entity that has determined a preferred alternative or reached an equivalent milestone before July 17, 2023, shall be subject to the stormwater management requirements in effect prior to July 17, 2023.

D. Compatibility with Other Permit and Ordinance Requirements

Development approvals issued pursuant to this ordinance are to be considered an integral part of development approvals and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

This ordinance is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

§ 334-2. Definitions

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

"CAFRA Centers, Cores or Nodes" means those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

"CAFRA Planning Map" means the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

"Community basin" means an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this chapter.

"Compaction" means the increase in soil bulk density.

"Contributory drainage area" means the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

"Core" means a pedestrian-oriented area of commercial and civic uses serving the

surrounding municipality, generally including housing and access to public transportation.

“County review agency” means an agency designated by the County Commissioners to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

1. A county planning agency or
2. A county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

“Department” means the Department of Environmental Protection.

“Designated Center” means a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

“Design engineer” means a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge-enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.*

In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act , N.J.S.A 4:1C-1 *et seq.*

“Disturbance” means the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Milling and repaving is not considered disturbance for the purposes of this definition.

“Drainage area” means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

“Environmentally constrained area” means the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of

endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

“Environmentally critical area” means an area or feature which is of significant environmental value, including but not limited to: stream corridors, natural heritage priority sites, habitats of endangered or threatened species, large areas of contiguous open space or upland forest, steep slopes, and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department’s Landscape Project as approved by the Department’s Endangered and Nongame Species Program.

“Empowerment Neighborhoods” means neighborhoods designated by the Urban Coordinating Council “in consultation and conjunction with” the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

“Erosion” means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

“Green infrastructure” means a stormwater management measure that manages stormwater close to its source by:

1. Treating stormwater runoff through infiltration into subsoil;
2. Treating stormwater runoff through filtration by vegetation or soil; or
3. Storing stormwater runoff for reuse.

"HUC 14" or "hydrologic unit code 14" means an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

“Impervious surface” means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

“Infiltration” is the process by which water seeps into the soil from precipitation.

“Lead planning agency” means one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

“Major development” means an individual “development,” as well as multiple developments that individually or collectively result in:

1. The disturbance of one or more acres of land since February 2, 2004;
2. The creation of one-quarter acre or more of “regulated impervious surface” since February 2, 2004;
3. The creation of one-quarter acre or more of “regulated motor vehicle surface” since March 2, 2021; or
4. A combination of 2 and 3 above that totals an area of one-quarter acre or more.

The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.

5. Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of paragraphs 1, 2, 3, or 4 above. Projects undertaken by any government agency that otherwise meet the definition of “major development” but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered “major development.”

“Major development” means an individual “development,” as well as multiple developments that individually or collectively result in the disturbance of one or more acres of land since February 2, 2004.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually result in the disturbance of one or more acres of land since February 2, 2004. Projects undertaken by any government agency that otherwise meet the definition of “major development” but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered “major development.”

“Motor vehicle” means land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

“Motor vehicle surface” means any pervious or impervious surface that is intended to be used by “motor vehicles” and/or aircraft, and is directly exposed to precipitation including, but not limited to, driveways, parking areas, parking garages, roads, race-tracks, and runways.

“Municipality” means any city, borough, town, township, or village.

“New Jersey Stormwater Best Management Practices (BMP) Manual” or “BMP Manual” means the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this chapter. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department’s determination as to the ability of that best management practice to contribute to compliance with the standards contained in this chapter. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this chapter, provided the design engineer demonstrates to the municipality, in accordance with § 334-4 F. of this ordinance and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will

contribute to achievement of the design and performance standards established by this chapter.

“Node” means an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

“Nutrient” means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

“Person” means any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

“Pollutant” means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011 *et seq.*)), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. “Pollutant” includes both hazardous and nonhazardous pollutants.

“Public roadway or railroad” means a pathway for use by motor vehicles or trains that is intended for public use and is constructed by, or on behalf of, a public transportation entity. A public roadway or railroad does not include a roadway or railroad constructed as part of a private development, regardless of whether the roadway or railroad is ultimately to be dedicated to and/or maintained by a governmental entity.

“Public transportation entity” means a Federal, State, county, or municipal government, an independent State authority, or a statutorily authorized public-private partnership program pursuant to P.L. 2018, c. 90 (N.J.S.A. 40A:11-52 *et seq.*), that performs a public roadway or railroad project that includes new construction, expansion, reconstruction, or improvement of a public roadway or railroad.

“Recharge” means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

“Regulated impervious surface” means any of the following, alone or in combination:

1. A net increase of impervious surface;
2. The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a “new stormwater conveyance system” is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);
3. The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or
4. The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

“Regulated motor vehicle surface” means any of the following, alone or in combination:

1. The total area of motor vehicle surface that is currently receiving water;
2. A net increase in motor vehicle surface; and/or
quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

“Sediment” means solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

“Site” means the lot or lots upon which a major development is to occur or has occurred.

“Soil” means all unconsolidated mineral and organic material of any origin.

“State Development and Redevelopment Plan Metropolitan Planning Area (PA1)” means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State’s future redevelopment and revitalization efforts.

“State Plan Policy Map” is defined as the geographic application of the State Development and Redevelopment Plan’s goals and statewide policies, and the official map of these goals and policies.

“Stormwater” means water resulting from precipitation (including rain and snow) that runs off the land’s surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.

“Stormwater management BMP” means an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management BMP may either be normally dry (that is, a detention basin or infiltration system), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

“Stormwater management measure” means any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

“Stormwater runoff” means water flow on the surface of the ground or in storm sewers, resulting from precipitation.

“Stormwater management planning agency” means a public body authorized by legislation to prepare stormwater management plans.

“Stormwater management planning area” means the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

“Tidal Flood Hazard Area” means a flood hazard area in which the flood elevation resulting from the two-, 10-, or 100-year storm, as applicable, is governed by tidal flooding from the Atlantic Ocean. Flooding in a tidal flood hazard area may be contributed to, or influenced by, stormwater runoff from inland areas, but the depth of flooding generated by the tidal rise and fall of the Atlantic Ocean is greater than flooding from any fluvial sources. In some situations, depending upon the extent of the storm surge from a particular storm event, a flood hazard area may be tidal in the 100-year storm, but fluvial in more frequent storm events.

“Urban Coordinating Council Empowerment Neighborhood” means a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

“Urban Enterprise Zones” means a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60 et. seq.

“Urban Redevelopment Area” is defined as previously developed portions of areas:

1. Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
2. Designated as CAFRA Centers, Cores or Nodes;
3. Designated as Urban Enterprise Zones; and
4. Designated as Urban Coordinating Council Empowerment Neighborhoods.

“Water control structure” means a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

“Waters of the State” means the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

“Wetlands” or “wetland” means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under

normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

§ 334-3. Design and performance standards for stormwater management measures.

- A. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:
 - 1. The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.
 - 2. The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.
- B. The standards in this ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

§ 334-4. Stormwater management requirements for major development.

- A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with § 334-10.
- B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlenbergi* (bog turtle).
- C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of § 334-4 P, Q and R:
 - 1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
 - 2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and

3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.
- D. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of § 334-4 O, P, Q and R may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:
1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
 2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of § 334-4 O, P, Q and R to the maximum extent practicable;
 3. The applicant demonstrates that, in order to meet the requirements of § 334-4 O, P, Q and R, existing structures currently in use, such as homes and buildings, would need to be condemned; and
 4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under § 334-4 D.3 above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of § 334-4 O, P, Q and R that were not achievable onsite.
- E. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in § 334-4 .O, P, Q and R. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:
- <https://dep.nj.gov/stormwater/bmp-manual/>.
- F. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this ordinance the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

Table 1 Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Cistern	0	Yes	No	--
Dry Well ^(a)	0	No	Yes	2
Grass Swale	50 or less	No	No	2 ^(e) 1 ^(f)
Green Roof	0	Yes	No	--
Manufactured Treatment Device ^{(a) (g)}	50 or 80	No	No	Dependent upon the device
Pervious Paving System ^(a)	80	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Bioretention Basin ^(a)	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Infiltration Basin ^(a)	80	Yes	Yes	2
Small-Scale Sand Filter	80	Yes	Yes	2
Vegetative Filter Strip	60-80	No	No	--

(Notes corresponding to annotations ^(a) through ^(g) are found on Page D-16)

Table 2 Green Infrastructure BMPs for Stormwater Runoff Quantity (or for Groundwater Recharge and/or Stormwater Runoff Quality with a Waiver or Variance from N.J.A.C. 7:8-5.3)				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Bioretention System	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Infiltration Basin	80	Yes	Yes	2
Sand Filter ^(b)	80	Yes	Yes	2
Standard Constructed Wetland	90	Yes	No	N/A
Wet Pond ^(d)	50-90	Yes	No	N/A

(Notes corresponding to annotations ^(b) through ^(d) are found on Page D-16)

Table 3 BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity only with a Waiver or Variance from N.J.A.C. 7:8-5.3				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Blue Roof	0	Yes	No	N/A
Extended Detention Basin	40-60	Yes	No	1
Manufactured Treatment Device ^(h)	50 or 80	No	No	Dependent upon the device
Sand Filter ^(c)	80	Yes	No	1
Subsurface Gravel Wetland	90	No	No	1
Wet Pond	50-90	Yes	No	N/A

(Notes corresponding to annotations ^(b) through ^(d) are found on Page D-16)

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at § 334-4 O.2;
 - (b) designed to infiltrate into the subsoil;
 - (c) designed with underdrains;
 - (d) designed to maintain at least a 10-foot wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
 - (e) designed with a slope of less than two percent;
 - (f) designed with a slope of equal to or greater than two percent;
 - (g) manufactured treatment devices that meet the definition of green infrastructure at § 334-2;
 - (h) manufactured treatment devices that do not meet the definition of green infrastructure at § 334-2.
- G. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with § 334-4 B. Alternative stormwater management measures may be used to satisfy the requirements at § 334-4 O only if the measures meet the definition of green infrastructure at § 334-2. Alternative stormwater management measures that function in a similar manner to a BMP listed at § 334-4 O.2 are subject to the contributory drainage area limitation specified at § 334-4 O.2 for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at § 334-4 O.2 shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with § 334-4 D is granted from § 334-4 O.
- H. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.

- I. Design standards for stormwater management measures are as follows:
 1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
 2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of § 334-8 C.1;
 3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;
 4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at § 334-8; and
 5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.
- J. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at § 334-2 may be used only under the circumstances described at § 334-4 O.4.
- K. Any application for a new agricultural development that meets the definition of major development at § 334-2 shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at § 334-4 O, P, Q and R and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.
- L. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at § 334-4 P, Q and R shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.

- M. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the The Hunterdon County Clerk's Office. A form of deed notice shall be submitted to the municipality for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at § 334-4 O, P, Q and R and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to § 334-10 .B.5. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.
- N. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to § 334-4 of this ordinance and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the The Hunterdon County Clerk's Office and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with M above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with M above.
- O. Green Infrastructure Standards
1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
 2. To satisfy the groundwater recharge and stormwater runoff quality standards at § 334-4 P and Q, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at § 334-4 F. and/or an alternative stormwater management measure approved in accordance with § 334-4 G. The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

Best Management Practice	Maximum Contributory Drainage Area
Dry Well	1 acre
Manufactured Treatment Device	2.5 acres
Pervious Pavement Systems	Area of additional inflow cannot exceed three times the area occupied by the BMP
Small-scale Bioretention Systems	2.5 acres
Small-scale Infiltration Basin	2.5 acres
Small-scale Sand Filter	2.5 acres

3. To satisfy the stormwater runoff quantity standards at § 334-4 R, the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with § 334-4 G.
4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with § 334-4 D is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with § 334-4 G may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at § 334-4 P, Q and R.
5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at § 334-4 P, Q and R, unless the project is granted a waiver from strict compliance in accordance with § 334-4 D.

P. Groundwater Recharge Standards

1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at § 334-5, either:
 - i. Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
 - ii. Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the

projected 2-year storm, as defined and determined pursuant to § 334-5 D of this ordinance, is infiltrated.

3. This groundwater recharge requirement does not apply to projects within the “urban redevelopment area,” or to projects subject to 4 below.
4. The following types of stormwater shall not be recharged:
 - i. Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than “reportable quantities” as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan approved pursuant to the Administrative Requirements for the Remediation of Contaminated Sites rules, N.J.A.C. 7:26C, or Department landfill closure plan and areas; and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and
 - ii. Industrial stormwater exposed to “source material.” “Source material” means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

Q. Stormwater Runoff Quality Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.
2. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:
 - i. Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.
 - ii. If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.
3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the

New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with 2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.

- 4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

Table 4 - Water Quality Design Storm Distribution

Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)
1	0.00166	41	0.1728	81	1.0906
2	0.00332	42	0.1796	82	1.0972
3	0.00498	43	0.1864	83	1.1038
4	0.00664	44	0.1932	84	1.1104
5	0.00830	45	0.2000	85	1.1170
6	0.00996	46	0.2117	86	1.1236
7	0.01162	47	0.2233	87	1.1302
8	0.01328	48	0.2350	88	1.1368
9	0.01494	49	0.2466	89	1.1434
10	0.01660	50	0.2583	90	1.1500
11	0.01828	51	0.2783	91	1.1550
12	0.01996	52	0.2983	92	1.1600
13	0.02164	53	0.3183	93	1.1650
14	0.02332	54	0.3383	94	1.1700
15	0.02500	55	0.3583	95	1.1750
16	0.03000	56	0.4116	96	1.1800
17	0.03500	57	0.4650	97	1.1850
18	0.04000	58	0.5183	98	1.1900
19	0.04500	59	0.5717	99	1.1950
20	0.05000	60	0.6250	100	1.2000
21	0.05500	61	0.6783	101	1.2050
22	0.06000	62	0.7317	102	1.2100
23	0.06500	63	0.7850	103	1.2150
24	0.07000	64	0.8384	104	1.2200
25	0.07500	65	0.8917	105	1.2250
26	0.08000	66	0.9117	106	1.2267
27	0.08500	67	0.9317	107	1.2284
28	0.09000	68	0.9517	108	1.2300
29	0.09500	69	0.9717	109	1.2317
30	0.10000	70	0.9917	110	1.2334
31	0.10660	71	1.0034	111	1.2351
32	0.11320	72	1.0150	112	1.2367
33	0.11980	73	1.0267	113	1.2384
34	0.12640	74	1.0383	114	1.2400
35	0.13300	75	1.0500	115	1.2417
36	0.13960	76	1.0568	116	1.2434
37	0.14620	77	1.0636	117	1.2450
38	0.15280	78	1.0704	118	1.2467
39	0.15940	79	1.0772	119	1.2483
40	0.16600	80	1.0840	120	1.2500

- If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (A \times B) / 100,$$

Where

R = total TSS Percent Load Removal from application of both BMPs, and

A = the TSS Percent Removal Rate applicable to the first BMP

B = the TSS Percent Removal Rate applicable to the second BMP.

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in § 334-4 P, Q and R.
7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
10. The stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.

R. Stormwater Runoff Quantity Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at § 334-5, complete one of the following:
 - i. Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the current and projected 2-, 10-, and 100-year storm events, as defined and determined in § 334-5 C and D, respectively, of this ordinance, do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
 - ii. Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff

rates of stormwater leaving the site for the current and projected 2-, 10-, and 100-year storm events, as defined and determined pursuant to § 334-5 C and D, respectively, of this ordinance, and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;

- iii. Design stormwater management measures so that the post-construction peak runoff rates for the current and projected 2-, 10-, and 100-year storm events, as defined and determined in § 334-5 C and D, respectively, of this ordinance, are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or
 - iv. In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with 2.i, ii and iii above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.
3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

§ 334-5. Calculation of Stormwater Runoff and Groundwater Recharge:

- A. Stormwater runoff shall be calculated in accordance with the following:
 1. The design engineer shall calculate runoff using the following method:

The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 *Part 630, Hydrology National Engineering Handbook*, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

<https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=21422>

or at United States Department of Agriculture Natural Resources Conservation Service, New Jersey State Office.

2. For the purpose of calculating curve numbers and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term applies to the NRCS

methodology above at § 334-5. A.1. A curve number or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover has existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.
4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS *Technical Release 55 – Urban Hydrology for Small Watersheds* or other methods may be employed.
5. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

B. Groundwater recharge may be calculated in accordance with the following:

The New Jersey Geological Survey Report GSR-32: A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at:

<https://www.nj.gov/dep/njgs/pricelst/gsreport/gsr32.pdf>

or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

- C. The precipitation depths of the current two-, 10-, and 100-year storm events shall be determined by multiplying the values determined in accordance with items 1 and 2 below:
1. The applicant shall utilize the National Oceanographic and Atmospheric Administration (NOAA), National Weather Service's Atlas 14 Point Precipitation Frequency Estimates: NJ, in accordance with the location(s) of the drainage area(s) of the site. This data is available at:

https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=nj; and

2. The applicant shall utilize Table 5: Current Precipitation Adjustment Factors below, which sets forth the applicable multiplier for the drainage area(s) of the site, in accordance with the county or counties where the drainage area(s) of the site is located. Where the major development lies in more than one county, the precipitation values shall be adjusted according to the percentage of the drainage area in each county. Alternately, separate rainfall totals can be developed for each county using the values in the table below.

Table 5: Current Precipitation Adjustment Factors

County	Current Precipitation Adjustment Factors		
	2-year Design Storm	10-year Design Storm	100-year Design Storm
Atlantic	1.01	1.02	1.03
Bergen	1.01	1.03	1.06
Burlington	0.99	1.01	1.04
Camden	1.03	1.04	1.05
Cape May	1.03	1.03	1.04
Cumberland	1.03	1.03	1.01
Essex	1.01	1.03	1.06
Gloucester	1.05	1.06	1.06
Hudson	1.03	1.05	1.09
Hunterdon	1.02	1.05	1.13
Mercer	1.01	1.02	1.04
Middlesex	1.00	1.01	1.03
Monmouth	1.00	1.01	1.02
Morris	1.01	1.03	1.06
Ocean	1.00	1.01	1.03
Passaic	1.00	1.02	1.05
Salem	1.02	1.03	1.03
Somerset	1.00	1.03	1.09
Sussex	1.03	1.04	1.07
Union	1.01	1.03	1.06
Warren	1.02	1.07	1.15

- D. Table 6: Future Precipitation Change Factors provided below sets forth the change factors to be used in determining the projected two-, 10-, and 100-year storm events for use in this chapter, which are organized alphabetically by county. The precipitation depth of the projected two-, 10-, and 100-year storm events of a site shall be determined by multiplying the precipitation depth of the two-, 10-, and 100-year storm

events determined from the National Weather Service's Atlas 14 Point Precipitation Frequency Estimates pursuant to (c)1 above, by the change factor in the table below, in accordance with the county or counties where the drainage area(s) of the site is located. Where the major development and/or its drainage area lies in more than one county, the precipitation values shall be adjusted according to the percentage of the drainage area in each county. Alternately, separate rainfall totals can be developed for each county using the values in the table below.

Table 6: Future Precipitation Change Factors

County	Future Precipitation Change Factors		
	2-year Design Storm	10-year Design Storm	10-year Design Storm
Atlantic	1.22	1.24	1.39
Bergen	1.20	1.23	1.37
Burlington	1.17	1.18	1.32
Camden	1.18	1.22	1.39
Cape May	1.21	1.24	1.32
Cumberland	1.20	1.21	1.39
Essex	1.19	1.22	1.33
Gloucester	1.19	1.23	1.41
Hudson	1.19	1.19	1.23
Hunterdon	1.19	1.23	1.42
Mercer	1.16	1.17	1.36
Middlesex	1.19	1.21	1.33
Monmouth	1.19	1.19	1.26
Morris	1.23	1.28	1.46
Ocean	1.18	1.19	1.24
Passaic	1.21	1.27	1.50
Salem	1.20	1.23	1.32
Somerset	1.19	1.24	1.48
Sussex	1.24	1.29	1.50
Union	1.20	1.23	1.35
Warren	1.20	1.25	1.37

§ 334-6 Sources for Technical Guidance:

- A. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at:

<https://dep.nj.gov/stormwater/bmp-manual/>.

1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.

2. Additional maintenance guidance is available on the Department's website at:

<https://dep.nj.gov/stormwater/maintenance-guidance/>.

- B. Submissions required for review by the Department should be mailed to:

The Division of Watershed Protection and Restoration, New Jersey Department of Environmental Protection, Mail Code 501-02A, PO Box 420, Trenton, New Jersey 08625-0420.

§ 334-7 Solids and Floatable Materials Control Standards:

- A. Site design features identified under § 334-4 F above, or alternative designs in accordance with § 334-4 G above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see § 334-7 A.2 below.

1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:

- i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
- ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater system floors used to collect stormwater from the surface into a storm drain or surface water body.

- iii. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.
2. The standard in A.1. above does not apply:

- i. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
- ii. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
- iii. Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:
 - a. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
 - b. A bar screen having a bar spacing of 0.5 inches.

Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

- iv. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or
- v. Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

§ 334-8. Safety Standards for Stormwater Management Basins:

- A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This section applies to any new stormwater management BMP.
- B. The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in § 334-8 C.1, § 334-8 C.2, and § 334-8 C.3 for trash racks, overflow grates, and escape provisions at outlet structures.
- C. Requirements for Trash Racks, Overflow Grates and Escape Provisions
 - 1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:

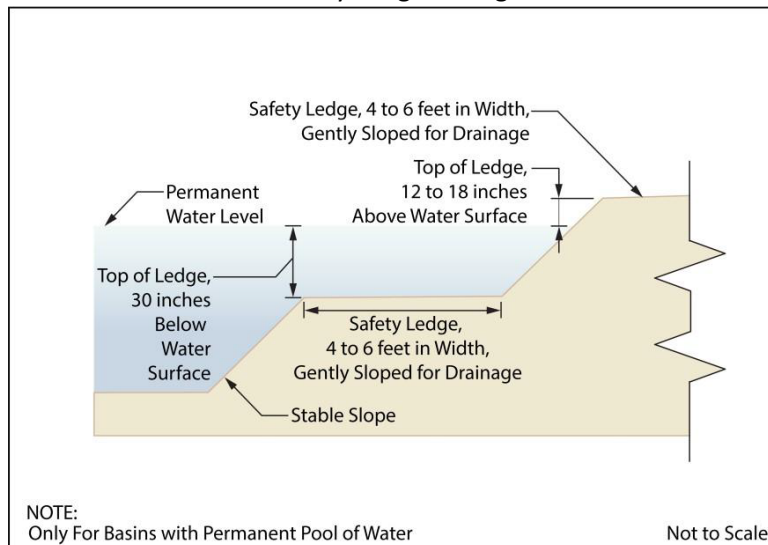
- i. The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
 - ii. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;
 - iii. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
 - iv. The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.
2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
 - i. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
 - ii. The overflow grate spacing shall be no greater than two inches across the smallest dimension
 - iii. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.
3. Stormwater management BMPs shall include escape provisions as follows:
 - i. If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to § 334-8 C, a free-standing outlet structure may be exempted from this requirement;
 - ii. Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See § 334-8 E for an illustration of safety ledges in a stormwater management BMP; and
 - iii. In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.

D. Variance or Exemption from Safety Standard

A variance or exemption from the safety standards for stormwater management BMPs may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.

E. Safety Ledge Illustration

Elevation View –Basin Safety Ledge Configuration



§ 334-9. Requirements for a Site Development Stormwater Plan:

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at § 334-9 C below as part of the submission of the application for approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.
3. The applicant shall submit the required number of copies of the materials listed in the checklist for site development stormwater plans in accordance with § 334-9 C of this ordinance.

B. Site Development Stormwater Plan Approval

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the municipality's review engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this ordinance.

C. Submission of Site Development Stormwater Plan

The following information shall be required:

1. Topographic Base Map

The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

2. Environmental Site Analysis

A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plans

A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan

This plan shall provide a demonstration of how the goals and standards of § 334-3 through § 334-5 are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map

The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- i. Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
- ii. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations

- i. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in § 334-4 of this ordinance.
- ii. When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of § 334-10.

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements in § 334-9 C.1 through § 334-9 C.6 of this ordinance when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

§ 334-10. Maintenance and Repair:

A. Applicability

Projects subject to review as in § 334-1 C of this ordinance shall comply with the requirements of § 334-10 B and § 334-10 C.

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons

responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.

3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
5. If the party responsible for maintenance identified under § 334-10 B.3 above is not a public agency, the maintenance plan and any future revisions based on § 334-10 B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
6. Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.
7. The party responsible for maintenance identified under § 334-10 B.3 above shall perform all of the following requirements:
 - i. maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
 - ii. evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
 - iii. retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by § 334-10 B.6 and B.7 above.
8. The requirements of § 334-10 B.3 and B.4 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another

governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.

<https://dep.nj.gov/stormwater/maintenance-guidance/>.

9. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.
- C. Nothing in this subsection shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53

§ 334-11. Penalties:

Any person(s) who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this ordinance shall be subject to the penalties as provided in Chapter 1, Article II, General Penalty.:

§ 334-12. Severability:

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

§ 334-13. Effective Date:

This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law.

ALL OF WHICH IS ADOPTED THIS _____ day of _____, 20_, by the Adam Young, Clerk of the Borough of High Bridge.


COLLECTOR'S REPORT OF RECEIPTS

To the Borough of High Bridge Council:

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

July 31, 2024

	QTR	CURRENT	YTD
CURRENT 2024	82.23%	\$ 454,591.17	\$ 7,858,549.56
TAXES YEAR 2023		14,594.81	119,314.65
TAXES YEAR 2025		-	-
MISC REV		-	100.00
TAX SALE COST		-	-
LIENS		-	27,081.24
PILOT		-	26,510.14
INTEREST/PENALTY		4,184.15	15,197.82
PREMIUM		-	-
DUE UTILITY COLLECTOR		-	2,453.30
REDEMPTIONS - MUNI LIENS		-	-
TOTAL		\$ 473,370.13	\$ 8,049,206.71


Jennifer Harrington
Tax Collector


Date



BOROUGH OF HIGH BRIDGE
97 WEST MAIN STREET, HIGH BRIDGE NJ 08829-1900

E: ZONING@HIGHBRIDGE.ORG

OFFICE OF THE ZONING OFFICER

Monthly Zoning Officer's Report:

August 2024

Zoning Permits – Residential Use:

1. Block 33 Lot 61	Tree removal	Approved 8-12-2024
2. Block 12 Lot 7	Condenser	Approved 8-16-2024
3. Block 7 Lot 1	Deck	Approved 8-19-2024
4. Block 25 Lot 20	Tree removal	Approved 8-22-2024
5. Block 20.05 Lot 6	Fence	Approved 8-22-2024
6. Block 25 Lot 7.01	Tree removal	Approved 8-26-2024
7. Block 13 Lot 4	Tree removal	Approved 8-22-2024
8. Block 25 Lot 16	Generator	Approved 8-27-2024
9. Block 19 Lot 74	Tree removal (4)	Approved 8-27-2024
10. Block 15 Lot 15	Replace porch	Approved 8-28-2024

Zoning Permits- Commercial Use:

Zoning Signs:

General Inquiries/ Letters:

Accessory structure setbacks
Pool Information
Little house
Home Occupation

Complaints:

Vacant lot – dumping
Dead trees

Warning & Violations:

Multiple Property maintenance

Summons:

Land Use Board Referrals:

Respectfully submitted,
Allison Witt, Zoning Officer

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

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE
APPROPRIATION
NJS 40A:4-87**

RESOLUTION: 225-2024

ADOPTED:

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an appropriation for the equal amount;

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of High Bridge, in the County of Hunterdon, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2024 in the sum of \$30,000.00, which is now available as a revenue from Miscellaneous Revenues Section F: Public and Private Revenues Offset with Appropriations: Hunterdon County ARP Grant. Pursuant to the provision of the statute, and

BE IT FURTHER RESOLVED that the like sum of \$30,000.00 is hereby appropriated under the caption Public and Private Programs Offset by Revenues: Hunterdon County ARP Grant.



The Board of County Commissioners
County of Hunterdon
State of New Jersey

71 Main Street, Administration Building
PO Box 2900
Flemington, New Jersey 08822-2900

Jeff Kuhl, Director
Susan J. Soloway, Deputy Director

John E. Lanza, Commissioner
Zachary T. Rich, Commissioner
Shaun C. Van Doren, Commissioner

August 29, 2024

Mayor Michele Lee
97 West Main Street
High Bridge, New Jersey , 8829
Dear Mayor Michele Lee,

Subject: Grant Approval Notification - American Rescue Plan Funds

I am pleased to inform you that the County of Hunterdon has reviewed your grant application submitted under the provisions of the American Rescue Plan Act. After careful consideration, we are delighted to announce the approval of your grant proposal.

Grant Recipient: High Bridge Borough

Grant Amount: \$30,000.00

Grant Purpose: Fence and ADA walkway for Union Forge Park and Construction of Handrail

Important Deadline Dates: Encumber by 12/31/2024 and spend by 12/31/2025

The Hunterdon County Municipal Infrastructure Grant Program has a very competitive grant application process with every Hunterdon County municipality applying, for a total ask of nearly \$2.5 million, for \$1 million in available funding.

Hunterdon County's independent review panel found High Bridge Borough's application to be compelling and worthy of funding, an accomplishment for which you should be proud.

Please note, that the grant awards were given for specific aspects of the applied for project; if you have to modify your project for any reason, you will be required to do so in writing to Holman Frenia Allison, PC, Certified Public Accountants and Advisors (HFA) and copy the County.

The American Rescue Plan aims to provide essential support and resources to communities and organizations impacted by the ongoing challenges posed by the COVID-19 pandemic. Your proposed project/initiative aligns closely with the goals outlined in the American Rescue Plan and demonstrates a clear commitment to addressing critical needs within our community.

As a grant recipient, you are responsible for adhering to all terms and conditions outlined in the grant agreement, including reporting requirements, budgetary guidelines, and project milestones. We trust that you will utilize the allocated funds effectively and efficiently to achieve the intended objectives of your project/initiative.

Recipients must comply with the same requirements as direct LFRF recipients, including the treatment of eligible uses of funds, procurement, reporting, and single audit requirements.

Please find attached a copy of the grant agreement detailing the terms and conditions of the award. Kindly review the document carefully, sign where indicated, and return a signed copy to our office at your earliest convenience. Upon receipt of the signed agreement, we will proceed with the disbursement of funds as outlined in the grant agreement.

Upon receipt of the grant proceeds from the County, the local units are to record the proceeds as a grant fund unappropriated reserve, mirroring the process of the original ARP funds allocation. When proceeds are used for COVID-19 allowable expenditures, the local unit must adopt a Chapter 159 resolution and move the proceeds from the unappropriated reserve account to a grant fund appropriation account. The County is requesting that a new or additional grant fund appropriation account be utilized to track these grant proceeds separate from other ARP proceeds received.

Once again, congratulations on your successful grant application! We look forward to witnessing the positive impact of your project/initiative on our community and stand ready to offer any assistance or support you may require throughout the duration of the grant period.

Should you have any questions or require further clarification, please do not hesitate to contact our office.

Thank you for your dedication to serving our community and for your invaluable contributions to the County of Hunterdon.

Sincerely,



Jeff Kuhl

Director, Hunterdon County Board of County Commissioners

County of Hunterdon

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

APPLICATION FOR PETITION TO EXTEND LICENSED PREMISES FOR EVENT

RESOLUTION 226-2024

ADOPTED:

WHEREAS, an application has been filed for a place-to-place transfer of Plenary Retail Consumption License 1014-33-004-005, license name SMOKING GUN ENTERPRISES LLC, d/b/a MRS RILEYS PUBLIC HOUSE, for the purpose of expanding the premises under license wherein the sale, service and storage of alcoholic beverages are authorized for the specific event Oktoberfest to be held on October 6, 2024 between 1 p.m. and 9 p.m. with a rain date of October 20, 2024 between 1 p.m. and 9 p.m.; and

WHEREAS, the submitted application form is complete in all respects, the fees have been paid, and the license has been properly renewed for the current license term; and

NOW, THEREFORE, BE IT RESOLVED that the Borough of High Bridge does hereby approve, effective September 12, 2024, the expansion of the aforesaid Plenary Retail Consumption Licensed premises located at 4-6 Main Street High Bridge, NJ 08829 to place under license the area delineated in the application form and the sketch of the licensed premises attached thereto.

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

**RESOLUTION FOR APPROVAL FOR MAINTENANCE AND REPAIRS TO
SOLITUDE HOUSE**

RESOLUTION: 227-2024

ADOPTED:

WHEREAS, the High Bridge Historical Committee is recommending the following priorities for maintenance and repairs of Borough-owned historic buildings and structures (Solitude House):

Project #1 Annex 2nd Floor:

Solitude Heritage Association would like to donate the following items to the HBHC so that they can complete painting of 3 bedrooms and the hallway area of the Annex building at Solitude:

- Wall/ceiling patching (spackle)
- Paint for walls, trim and ceilings (neutral historic colors from the Benjamin Moore historic color line)
- Paint materials (brushes, rollers, paint trays)

Remodel of the Annex 2nd floor work will be completed through donated man hours by committee members and volunteers upon approval by Borough Council.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of High Bridge, in the County of Hunterdon and in the State of New Jersey hereby approves recommended priorities for maintenance and repairs as listed.

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

**APPROVING BOROUGH TITLE VI PLAN AND LIMITED ENGLISH
PROFICIENCY (LEP) PLAN**

RESOLUTION: 228-2024

ADOPTED:

WHEREAS, the Borough as a subrecipient of federal funding must comply with Title VI, providing programs and services to all in a nondiscriminatory manner; and

WHEREAS, the Borough has established a Title VI Plan (Exhibit 1) and Limited English Proficiency (LEP) Plan (Exhibit 2); and

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of High Bridge, in the County of Hunterdon and in the State of New Jersey does hereby the Title VI Plan and Limited English Proficiency (LEP) Plan.

Title VI Plan



Brett Bartman
Borough Administrator
(908) 638-6455
administrator@highbridge.org

Borough of High Bridge
Title VI Plan 2024

I. Non-Discrimination Policy Statement

It is the policy of the Borough of High Bridge that no person shall on the grounds of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of the Borough of Highbridge as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

This policy applies to all operations of the Borough of High Bridge, including its contractors and anyone who acts on behalf of the Borough of High Bridge. This policy also applies to the operations of any department or agency to which the Borough of High Bridge extends federal financial assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quality, quantity, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

Title VI compliance is a condition of receipt of federal funds. The Title VI Coordinator is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 U.S.C § 2000d and related statutes, and the requirements of 23 Code of Federal Regulation (CFR) pt. 200 and 49 CFR pt. 21.

If information is needed in another language, please contact Borough Hall at (908) 638-6455.

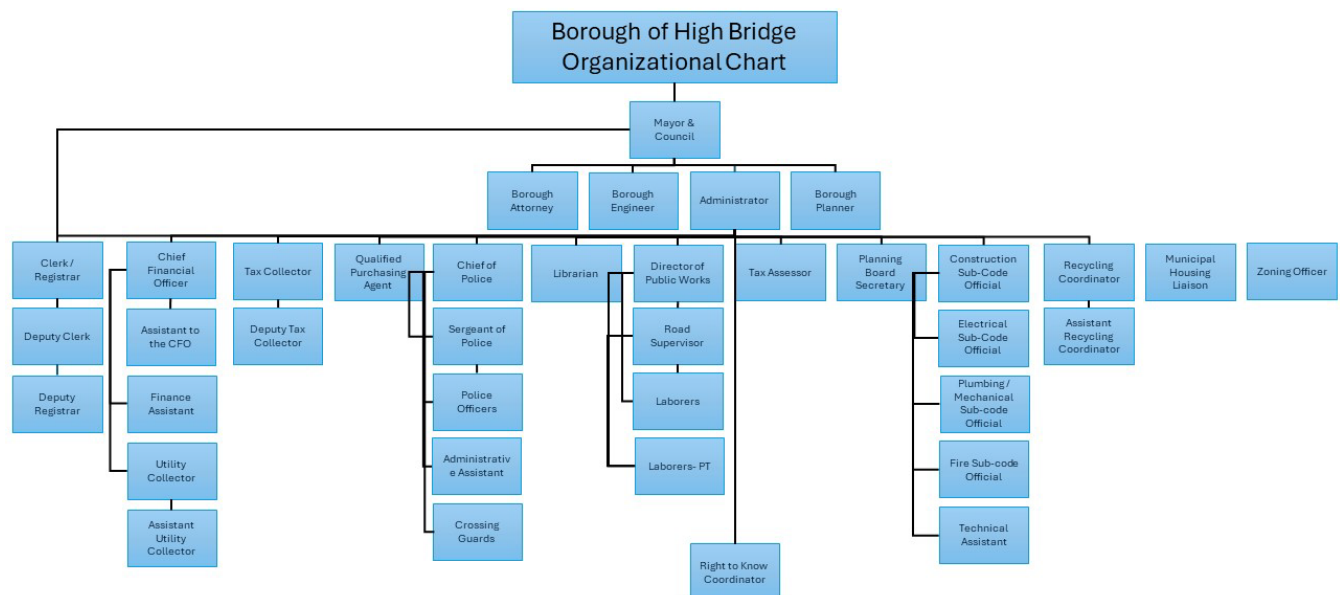
II. Organization, Staffing, and Structure

The Borough Administrator is ultimately responsible for assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes and has directed that non-discrimination is required of all agency employees, contractors, and agents pursuant to 23 CFR Part 200 and 49 CFR Part 21.

The Borough of High Bridge has created the position of Borough Administrator to perform the duties of the Title VI Coordinator and ensure implementation of agency's Title VI program. The position of Borough Administrator is located within Borough Hall Administration.

The Title VI Coordinator is responsible for:

- Submitting a Title VI plan and annual reports on the agency's behalf;
- Developing procedures for the prompt processing and disposition of complaints;
- Investigating complaints, compiling a complaint log, and reporting to NJDOT.
- Developing procedures for the collection and analysis of statistical data.
- Developing a program to conduct Title VI reviews of program areas;
- Conducting annual Title VI assessments of pertinent program areas;
- Developing Title VI information for dissemination;
- Establishing procedures for resolving deficiency status and reducing to writing the remedial action agreed to be necessary.



III. Title VI Complaint Procedures

The Borough of High Bridge will investigate complaints that have been filed by any person or class of persons who believe they have been subjected to discrimination or retaliation based on race, color, sex, age, national origin, low income or disability.

To file a complaint, an individual or his/her representative should:

- Complete and sign the complaint on the agency's [Title VI Complaint Form](#). Include the complainant's name, address and telephone number.
- Initiate the filing **no more than** 180 days after the date of the alleged act of discrimination; the date when the individual(s) became aware of the alleged discrimination; or where there has been a continuing course of conduct, the date that the conduct was discontinued or the latest instance of conduct.
- A person may also file a complaint directly with:
Title VI Program Coordinator
Borough of High Bridge
97 West Main Street, High Bridge, New Jersey 08829
Brett Bartman, Borough Administrator
(908) 638-6455 (p) | (908) 638-9374 (f)
administrator@highbridge.org

OR

Federal Highway Administration (FHWA)
U.S. Department of Transportation
Office of Civil Rights
1200 New Jersey Avenue
SE 8th Floor E81-105
Washington, DC 20590

The Borough Administrator will acknowledge in writing the receipt of every complaint filed within 10 business days of receiving it. If additional information is required, the Borough Administrator will extend the response time by ten business days. If the complaint is rejected, the Borough Administrator will inform the complainant of the appropriate appeal authority and set up a timeline for an appeal.

With the complainant's consent, and in the best interest of all parties involved in the complaint, attempts may be made to resolve the matter informally. However, if the complainant is dissatisfied with the Borough's decision, he or she may bring the matter to the attention of the FHWA, US Department of Transportation (USDOT) and the US Department of Justice (USDOJ).

If the complaint has merit, the Title VI Nondiscrimination Coordinator will supervise a thorough investigation and submit a written Report of Findings.

Within 60 days of the receipt of the complaint, the Borough Administrator will notify the complainant of the Borough's findings, the proposed disposition of the matter, the avenues available for appeal and the timeline to appeal if there is dissatisfaction with the Department's decision. The proposed remedy will include the actions necessary to correct and prevent future occurrences.

The Borough Administrator will issue letters of findings for all investigations processed or develop informal settlements for all complaints processed. In accordance with regulations at 23 CFR 200, the Borough will forward a copy of the complaint and a copy of the Borough's report of the investigation to the FHWA Division Office within 60 days of the date the complaint was received. The FHWA may grant an extension of an additional 60 days for justifiable reasons. The Borough has the responsibility to periodically inform the FHWA Division Office of the status of all complaints.

The FHWA maintains guidance, [Questions and Answers for Complaints Alleging Violations of Title VI of the Civil Rights Act of 1964](#), that provides information on the laws, regulations and guidance that govern administrative complaints under Title VI and the eligibility considerations, procedures, routing processes and time frames for reviewing complaints, and key definitions.

The FHWA maintains a [Procedures Manual for Processing External Complaints of Discrimination](#).

VI. Data Collection

https://data.census.gov/profile/High_Bridge_borough,_New_Jersey?g=160XX00US3431320

VII. Public Participation

- The Borough of High Bridge utilizes U.S. Census Data as well as Hunterdon County Board Elections Voter demographic information to identify minority populations for outreach.
- The Borough of High Bridge provides outreach communication to residents through the Borough website <https://highbridge.org/>, a digital Public Service Announcement (PSA) system via email that anyone may register directly through the Borough Website, digital newsletters, town hall and council meetings.
- Communication outreach to Limited English Proficient individuals is done through the communication methods previously list with translated forms as availability and need determines.
- The Borough of High Bridge as a subrecipient of funding provides for under our Limited English Proficient plan to provide for language assistance. As community stakeholder's minority populations when needing language assistance have methods as provided under our Limited English Proficient Plan to provide for language assistance

to communicate any input to borough officials.

VIII. Notice of Rights

Your Rights Against Discrimination under Title VI of the Civil Rights Act of 1964

The Borough of High Bridge operates its programs and services without regard to race, color, national origin, sex, age, and disability. Anyone who believes they have been excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any the Borough of High Bridge program or activity because of their race, color, national origin, age, sex, or disability may file a discrimination complaint with the Borough of High Bridge or the New Jersey Department of Transportation.

To file a Title VI discrimination complaint, contact:

Brett Bartman, Borough Administrator
(908) 638-6455
administrator@highbridge.org

IX. Limited English Proficiency Program

See Limited English Proficiency Program Plan – Borough of High Bridge

X. Environmental Justice in Minority and Low-Income Populations

In accordance with Executive Order 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”, the Borough of High Bridge will develop strategies to address disproportionately high and adverse health or environmental effects on minority and low-income populations to promote nondiscrimination in Federal-Aid programs substantially affecting human health and the environment, and to provide minority and low-income communities access to public information and an opportunity for public participation in matters relating to human health or the environment.

Limited English Proficiency (LEP) Plan

Borough of High Bridge



INTRODUCTION

This *Limited English Proficiency Plan Template* has been prepared to address the Borough of High Bridge responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English proficiency. The Plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., and its implementing regulations, which states that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, states that differing treatment based upon a person's inability to speak, read, write or understands English is a type of national origin discrimination which is covered under Title VI. It directs each agency (e.g., FHWA) to publish guidance for its respective recipients (e.g., NJDOT) clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies that receive federal funds and also extends to its subrecipients.

Plan Summary

The Borough of High Bridge has developed this *Limited English Proficiency Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided. As defined by Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and notification to LEP persons regarding the availability of assistance. For detailed guidance regarding LEP, see [Office for Access to Justice | Department of Justice Language Access Plan](#)

In order to prepare this plan, the Borough of High Bridge used the Federal Highway Administration (FHWA) Four-Factor LEP analysis:

1. The number or proportion of LEP persons in the service area who may be served by the Borough of High Bridge.
2. The frequency with which LEP persons come in contact with Borough of High Bridge services.
3. The nature and importance of services provided by the Borough of High Bridge to the LEP population.
4. The interpretation services available to the Borough of High Bridge and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is found in the following section.

MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS

1. The number or proportion of LEP persons in the service area who may be served or are likely to require the Borough of High Bridge services

The Borough of High Bridge staff reviewed the [United States Census Bureau Data](#) and determined that:

- a. 3,546 individuals in the Borough of High Bridge service area comprising 22.1 % of the population speak a language other than English;
- b. In the Borough of High Bridge service area, of those persons with limited English proficiency:
 - ____% speak German
 - 8.8 % speak Spanish
 - ____% speak African languages
 - ____% speak Chinese
 - ____% speak Serbo-Croatian
 - ____% speak Scandinavian
 - ____% speak Japanese
 - ____% speak Russian
 - ____% speak other Indic languages
 - ____% speak Vietnamese
 - ____% speak French
 - ____% speak Tagalog
 - ____% speak other Slavic languages
 - 2.2 % speak Arabic, Indo-European languages
 - ____% speak Native North American Languages
 - 11.1 % speak all other language

2. The frequency with which LEP persons come in contact with Borough of High Bridge services

The Borough of High Bridge reviewed the frequency with which their staff have, or potentially have, contact with LEP persons. This includes documenting phone inquiries or office visits.

- a. the Borough of High Bridge other staff have had very little contact with LEP persons.

3. The nature and importance of services provided by the Borough of High Bridge to the LEP population

There is no large geographic concentration of any type of LEP individuals in the service area for the Borough of High Bridge. The overwhelming majority of the population, 77.9 %, speaks only English. As a result, there are few social, service, or professional and leadership organizations within the Borough of High Bridge service area that focuses on outreach to LEP individuals. The Borough of High Bridge, Borough Hall staff is most likely to encounter LEP individuals through office visits, phone conversations, notifications from department staff regarding the results of service delivery, and attendance and participation at public meetings.

4. The resources available to the Borough of High Bridge, and overall cost to provide LEP assistance

The Borough of High Bridge reviewed its available resources that could be used to provide LEP assistance and inventoried its documents to determine which are suitable for translation if the need arises.

The Borough of High Bridge contacted local citizens and organizations willing to provide voluntary [language translation and interpretation services](#) if needed within a reasonable time period. Other language translation options could be provided by bilingual staff or by telephone from a professional interpretation service for which the Borough of High Bridge would pay a fee.

LANGUAGE ASSISTANCE

A person who does not speak English as her primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be eligible to language assistance with respect to the Borough of High Bridge services. Language assistance can include interpretation (that means oral or spoken transfer of a message from one language into another language) and translation (that means the written transfer of a message from one language into another language).

How the Borough of High Bridge staff can identify an LEP person in need of language assistance:

- Post notices of the LEP Plan and the availability of [interpretation or translation services](#) free of charge in languages LEP persons would understand.
- Providing the Borough of High Bridge staff with language identification cards to assist in identifying the language interpretation services needed if the occasion arises.
- Periodically surveying the Borough of High Bridge staff regarding their interaction with LEP persons during the previous period (e.g., quarterly, semi-annually, and annually).
- Greeting participants at the Borough of High Bridge sponsored informational meeting or event. Conversational interaction with participants can help determine LEP needs for future events.

Language Assistance Measures

Although there is a very low percentage of LEP individuals in the Borough of High Bridge service area, (i.e., persons who speak English less than “very well” or “not at all”,) the Borough of High Bridge will take the following actions:

1. The Borough of High Bridge staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.
2. The following resources will be available to accommodate LEP persons:
 - Volunteer Spanish language interpreters will be provided within a reasonable time period.

- [Language interpretation services](#) for all other languages will be accessed through a [professional telephone interpretation service](#).

STAFF TRAINING

The information below will be disseminated to staff. Training opportunities on these topics also will be provided:

- Title VI Policy and LEP responsibilities
- Description of language assistance services offered to the public
- Proper use of interpreter service provider's language identification cards
- Documentation of language assistance requests
- Handling of Title VI/LEP complaints

All contractors or subcontractors performing work for the Borough of High Bridge are required to follow the Title VI/LEP guidelines.

TRANSLATION OF DOCUMENTS

The Borough of High Bridge weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating documents, the likelihood of frequent changes in documents and other relevant factors, the Borough of High Bridge has determined that it is an unreasonable burden to translate documents at this time.

Due to the very small LEP population, the Borough of High Bridge does not have a formal outreach procedure in place as of 2024. Translation resources have been identified and are limited in this region. However, if the need arises to conduct outreach to LEP individuals, the Borough of High Bridge will consider the following options:

- When staff prepares documents or schedules public meeting whose audience is expected to include LEP individuals, the Borough of High Bridge will provide meeting notices, flyers, and agendas in the appropriate non-English language(s).
- The Borough of High Bridge will assess requests for the translation of documents based on the potential effect and known LEP population.

MONITORING

Monitoring and Updating the LEP Plan – The Borough of High Bridge will update the LEP Plan as required. At a minimum, the plan will be reviewed and updated when recent data from the U.S. Census is available, or when it is clear that higher concentrations of LEP individuals are present in the Borough of High Bridge service area. Updates to the LEP Plan will include the following:

- The number of documented LEP contacts encountered annually.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area (census data, surveys, information from community-based organizations, and other sources).
- Determination as to whether the need for translation services has changed.
- Determination of the effectiveness of language assistance efforts
- Determination of the adequacy of the Borough of High Bridge financial resources to fund language assistance resources.
- Determination of the Borough of High Bridge full compliance with the goals of the LEP Plan.
- Determination of the Borough of High Bridge processing of LEP complaints

DISSEMINATION OF THE BOROUGH OF HIGH BRIDGE LEP PLAN

The Borough of High Bridge will take the Following:

- Notify LEP persons of the availability, upon request of documents in other languages.
- On the Borough of High Bridge website, post the LEP Plan and procedure to access language services.
- Prepare and post Press Releases in non-English languages as necessary.



TITLE VI NON-DISCRIMINATION COMPLAINT FORM

It is the policy of the Borough of High Bridge to abide by Title VI of the Civil Rights Act of 1964 and related non-discrimination authorities, which provides in part that: *No person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, low income, or ability to read, write or speak English, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance.* Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within the 180 days period; the date when the individual(s) became aware of the alleged discrimination; or where there has been a continuing course of conduct, the date that the conduct was discontinued or the latest instance of conduct.

This form may be used to file a complaint with the Borough of High Bridge for alleged violations of Title VI of the Civil Rights Act of 1964. If you need assistance completing this form due to a physical impairment or other reason, please contact us by phone at (908) 638-6455 or email at administrator@highbridge.org.

Only the Complainant or the Complainant's designated representative should complete all pages of this form.

Complainant's Name: _____ Gender (male/female/nonbinary): _____

Home Address: _____ City/town _____ State _____ Zip _____

Race: _____ Primary Phone: _____ Email: _____

Name of Agency or Department that allegedly discriminated:

Agency or Department Name: _____

Name of Individual(s) (if known): _____

Street Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone Number: _____ Date alleged discrimination occurred: _____

Name(s) and description of Witnesses: _____

Describe the alleged discrimination with details and description of individuals involved. Please provide documentation, if any. **(Use additional sheets if necessary):**

Have you filed this Complaint with another Federal, State, or local agency or with a Federal or State Court? Yes ☐ No ☐

If yes, when and who did you file the complaint with: _____

Basis of Discrimination:

☐ Race ☐ Color ☐ Age ☐ National Origin
☐ Disability ☐ Sex ☐ Low Income ☐ Limited English Proficiency (LEP)

NOTE: The laws enforced by this department prohibit retaliation or intimidation against anyone because that individual has either taken an action or participated in an action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint or if you have questions regarding the completion of this form, please contact:

Title VI Program Coordinator
Borough of High Bridge
97 West Main Street, High Bridge, New Jersey 08829
Phone: 908-638-6455 | Fax: 908-638-9374 | <https://highbridge.org/>



Title VI Complaint Process

The Borough of High Bridge will investigate complaints that have been filed by any person or class of persons who believe they have been subjected to discrimination or retaliation based on race, color, sex, age, national origin, low income or disability.

To file a complaint, an individual or his/her representative should:

- Complete and sign the complaint on the agency's Title VI Complaint Form. Include the complainant's name, address and telephone number.
- Initiate the filing **no more than** 180 days after the date of the alleged act of discrimination; the date when the individual(s) became aware of the alleged discrimination; or where there has been a continuing course of conduct, the date that the conduct was discontinued or the latest instance of conduct.
- A person may also file a complaint directly with:
New Jersey Department of Transportation (NJDOT)
Contact NJDOT Title VI/Nondiscrimination Unit by email at titlevi@dot.nj.gov

OR

Federal Highway Administration (FHWA)
U.S. Department of Transportation
Office of Civil Rights
1200 New Jersey Avenue
SE 8th Floor E81-105
Washington, DC 20590

The Borough Administrator will acknowledge in writing the receipt of every complaint filed within 10 business days of receiving it. If additional information is required, the Borough Administrator will extend the response time by ten business days. If the complaint is rejected, the Borough Administrator will inform the complainant of the appropriate appeal authority and set up a timeline for an appeal.

With the complainant's consent, and in the best interest of all parties involved in the complaint, attempts may be made to resolve the matter informally. However, if the complainant is dissatisfied with the Borough's decision, he or she may bring the matter to the attention of the FHWA, US Department of Transportation (USDOT) and the US Department of Justice (USDOJ).

If the complaint has merit, the Title VI Nondiscrimination Coordinator will supervise a thorough investigation and submit a written Report of Findings. Within 60 days of the receipt of the complaint, the Borough Administrator will notify the complainant of the Borough's findings, the proposed disposition of the matter, the avenues available for appeal and the timeline to appeal if there is dissatisfaction with the Department's decision. The proposed remedy will include the actions necessary to correct and prevent future occurrences.

The Borough Administrator will issue letters of findings for all investigations processed or develop informal settlements for all complaints processed. In accordance with regulations at 23 CFR 200, the Borough will forward a copy of the complaint and a copy of the Borough's report of the investigation to the FHWA Division Office within 60 days of the date the complaint was received. The FHWA may grant an extension

of an additional 60 days for justifiable reasons. The Borough has the responsibility to periodically inform the

FHWA Division Office of the status of all complaints.

The FHW maintains guidance, [Questions and Answers for Complaints Alleging Violations of Title VI of the Civil Rights Act of 1964](#), that provides information on the laws, regulations and guidance that govern administrative complaints under Title VI and the eligibility considerations, procedures, routing processes and time frames for reviewing complaints, and key definitions.

The FHWA maintains a [Procedures Manual for Processing External Complaints of Discrimination](#).



Title VI Complaint Consent/Release

Please read the information below and sign the form.

As a Complainant, I understand that in the course of an investigation it may become necessary for the Borough of High Bridge to reveal my identity to persons at the organization or agency under investigation. I am also aware of the obligations of the Borough of High Bridge to honor requests under the State's Open Public Records Act. I understand that it may be necessary for the Borough of High Bridge to disclose information, including personal identifying details, which it has gathered as a part of its investigation of my complaint. In addition, I understand that as a Complainant I am protected by federal regulations from intimidation or retaliation for having taken an action or participated in an action to secure rights that I have under nondiscrimination laws and regulations.

Signature

Date

Print Name

Please return this complaint form to:

Title VI Program Coordinator

Borough of High Bridge

97 West Main Street, High Bridge, New Jersey 08829

Phone: 908-638-6455 | Fax: 908-638-9374 | <https://highbridge.org/>

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

**WAIVE PLANNING BOARD APPLICATION FEES AND PORTION OF
ESCROW FEES**

RESOLUTION: 229-2024

ADOPTED:

WHEREAS, the Borough of High Bridge Planning Board Secretary has received Planning Board application number PBApp 2024-003 for the High Bridge Fire Department, and;

WHERE AS, the Borough Council wishes to waive the Planning Board variance application fees, and;

WHERE AS, the Borough Council wishes to waive the Planning Board variance application escrow fees up to a maximum of \$2500.00 value in donated time from Borough professionals, and;

BE IT FURTHER RESOLVED the Governing Body of High Bridge does hereby authorize the waiver of Planning Board application fees and the Planning Board variance application escrow fees up to a maximum of \$2500.00 value in donated time from Borough professionals for the Planning Board application number PBApp 2024-003.

I, Adam Young, Borough Clerk of the Borough of High Bridge, in the County of Hunterdon, State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Borough Council of the Borough of High Bridge, County of Hunterdon, State of New Jersey at a Regular meeting of said Council held September 12, 2024.

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the seal of the borough of High Bridge in the County of Hunterdon and State of New Jersey this 12th day of September 2024.

Adam Young, Borough Clerk

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

**APPROVE TEAMSTERS LOCAL UNION 469 COLLECTIVE
BARGAINING AGREEMENT**

RESOLUTION: 230-2024

ADOPTED:

WHEREAS, the Borough of High Bridge seeks to adopt a contract with the Teamsters Local Union 469; and

WHEREAS, the Borough Negotiation Committee, representing Mayor and Council, and the Teamsters Local Union 469 have partnered to develop a collective bargaining agreement; and

WHEREAS, a copy of the collective bargaining agreement has been reviewed by Mayor and Council; and

WHEREAS, the Borough Council has ratified said contract;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the of the Borough of High Bridge, in the County of Hunterdon, in the State of New Jersey that the proposed collective bargaining agreement, as ratified by the Borough Council, is hereby approved and that the Mayor is hereby authorized to execute the agreement on behalf of the Borough of High Bridge.

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

**APPROVING WOMEN FOR HIGH BRIDGE SPONSORED SCARECROW
DECORATING CONTEST**

RESOLUTION: 231-2024

ADOPTED:

WHEREAS, the Women of High Bridge wish to sponsor a scarecrow decorating contest between October 12th thru November 30th; and

WHEREAS, the Borough approves this contest and provides for such decorations to be displayed on the decorative lighting poles on Main Street between Church Street and Bridge Street; and

BE IT FURTHER RESOLVED the Governing Body of High Bridge does hereby authorize the Women for High Bridge sponsored scarecrow decorating contest.

I, Adam Young, Borough Clerk of the Borough of High Bridge, in the County of Hunterdon, State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Borough Council of the Borough of High Bridge, County of Hunterdon, State of New Jersey at a Regular meeting of said Council held September 12, 2024

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the seal of the borough of High Bridge in the County of Hunterdon and State of New Jersey this 12th day of September 2024.

Adam Young, Borough Clerk

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

**APPROVAL OF SOCIAL AFFAIR PERMIT FOR THE CALIFON FIRE COMPANY –
GOLF OUTING**

RESOLUTION: 232-2024

ADOPTED:

WHEREAS, the Califon Fire Company has applied to the Borough of High Bridge and State of New Jersey for a Plenary Special Permit for Social Affair; and

WHEREAS, the Califon Fire Company, as a Non-Profit Organization, is allowed to hold a social affair under N.J.S.A.33:74-1.

WHEREAS, the Califon Fire Department has scheduled an event at the 203 Cregar Road, High Bridge NJ, 08829 on October 4, 2024 from 8 a.m. to 4 p.m.;

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 of the Plenary Special Permits for Social Affair for the non-profit group Califon Fire Company for the event times and dates listed above.

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

AWARD OF CONTRACT-UNION FORGE PARK PLAYGROUND FENCE

RESOLUTION: 233-2024

ADOPTED:

WHEREAS, the Borough of High Bridge solicited quotes for fencing at the Union Forge playground; and

WHEREAS, three quotes were received and reviewed by the DPW Director, and found to be complete; and

WHEREAS, the results of the quotes were as follows:

Hollywood Fence, LLC	\$18,930.00
York Fence Co	\$37,980.00
Fox Fence	\$44,212.00

WHEREAS, Hollywood Fence, LLC had the lowest total price of \$18,930.00.

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 Hollywood Fence, LLC.

I, Michael Pitts, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from: Hunterdon County ARP Grant-Acct#10141774.



Michael Pitts
Chief Financial Officer

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

AWARD OF CONTRACT – POLICE VEHICLE

RESOLUTION: 234-2024

APPROVED:

WHEREAS, the Borough of High Bridge Police Department wishes to purchase a Police vehicle, and

WHEREAS, the Borough of High Bridge is a participant of the Cranford Police Cooperative Pricing System which has a contract (47-CPCPS) in place for said Police vehicle, and

WHEREAS, Hertrich Fleet Services, Inc is an authorized dealer for this contract with a price of \$42,440.00.

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 Hertrich Fleet Services, Inc.

I, Michael Pitts, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from: Capital – #309881P.



Michael Pitts
Chief Financial Officer

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

BOROUGH EVENT EXEMPTIONS TO PROVISIONS OF CHAPTER 268, ARTICLE 1

RESOLUTION: 235-2024

ADOPTED:

WHEREAS, under Chapter 268, Article 1, General Provisions provides for the requirement of obtaining a license for the purposes as outlined within the scope of the chapter; and

WHEREAS, the Council wishes to allow for the temporary exemptions of such licensing requirements of Chapter 268, Article 1 for the Grounds for Arts Borough event vendors; and

WHEREAS, the temporary exemptions afforded shall be in effect as follows:

- DATE(s): Saturday, September 14, 2024
- TIME(S): 1 p.m. to 5 p.m.
- LOCATION: Tisco Building Grounds and Union Forge Fields

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge, in the County of Hunterdon, State of New Jersey, it is established that the licensing requirements of Chapter 268, Article 1 are temporarily exempted for the purpose of allowing the participation in the Grounds for Arts Borough event for event vendors.

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

AUTHORIZATION TO REFUND ESCROW

RESOLUTION 236-2024

ADOPTED:

WHEREAS, the applications before the Zoning and Construction Departments have been finalized, and;

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

WHEREAS, the Borough Engineer has acknowledged the work has been completed as directed;

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

APPLICANT	ACCOUNT #	AMOUNT
Meijer	7118662	\$246.25

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

**AUTHORIZING CHANGE ORDER #7/FINAL CHANGE ORDER
BUNNVALE WELL SITE IMPROVEMENT PROJECT**

RESOLUTION: 237-2024

ADOPTED: _____

WHEREAS, the Borough of High Bridge and DeMaio Electric Company, Inc. entered into a contract for the Bunnvale Well Site Improvement Project; and

WHEREAS, the Borough Council previously approved Change Orders #1-6 which increased the contract amount from \$1,392,800.00 to \$1,556,890.95; and

WHEREAS, the aforesaid necessitates a final change order to reflect the actual final contract amount, which change order is permissible under the Local Public Contracts Law and the Local Government Services regulations with respect to the same; and

WHEREAS, there is Change Order #7/Final Change Order increasing the adjusted contract price from \$1,556,890.95 to \$1,568,437.84, which was an increase in the amount of \$11,546.89 to the contract amount based on the approved additional services; and

WHEREAS, William H. Burr, IV, Borough Engineer, recommends authorizing Change Order #7/Final Change Order, accepting the Project, Releasing the Performance Guarantee and accepting the Maintenance Bond; and

WHEREAS, the contractor has submitted to the Borough a “Conditional Waiver and Release Upon Final Payment” confirming that all indebtedness associated with this project has been satisfied; and

NOW, THEREFORE, BE IT RESOLVED this 12th day of September, 2024 by the Council of the Borough of High Bridge, in the County of Hunterdon and State of New Jersey, as follows:

1. It hereby acknowledges that this project has been satisfactorily completed, accepts same and, accordingly, releases Performance and Payment Bond No. 999203911, in the amount of \$1,392,800.00 from Liberty Mutual.
2. It authorizes the appropriate municipal officials to pay the balance due on the final contract, which is hereby accepts, and which has resulted in an adjusted contract amount of \$1,568,437.84.
3. It hereby accepts the Maintenance Bond No. 999203911, in the sum of \$235,266.00, issued by Liberty Mutual.
4. It hereby directs Adam Young, Municipal Clerk, to transmit certified copies of this Resolution to the following:
 - Borough Administrator
 - CFO/QPA
 - Borough Attorney
 - Borough Engineer

- DPW Director
- DeMaio Electrical Company, Inc.

Adam Young, RMC, Borough Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

(Clerk)
Adam Young, RMC
Borough Clerk

(Presiding Officer)
Michele Lee, Mayor

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

2024 GENERAL APPOINTMENTS LIST UPDATED

RESOLUTION: 238-2024

ADOPTED:

WHEREAS, The Council of the Borough of High Bridge, Hunterdon County, New Jersey, wishes to make the General Appointments found below; and,

WHEREAS, these appointments provide necessary services to the community.

NOW, THEREFORE, the Council of the Borough of High Bridge, Hunterdon County, New Jersey, hereby approve the General Appointments as outlined below.

	OFFICE	APPOINTED
1.	Administrator	Brett Bartman
2.	Deputy Administrator	Vacant
3.	Certified Finance Officer	Michael Pitts
4.	Certified Tax Collector	Jennifer Harrington
5.	Clerk	Adam Young
6.	Water, Sewer, Solid Waste Utilities Collector	Jennifer Harrington
7.	1 st Assistant Water, Sewer, Solid Waste Utilities Collector	Gabrielle Oliver
8.	Certified Recycling Professional	Charles Metz
9.	Assistant Recycling Professional	Jennifer Harrington
10.	Clean Communities Coordinator	Charles Metz
11.	Assessment Search Officer	Jennifer Harrington
12.	Dog Licensing Agent	Adam Young
13.	Municipal Housing Liaison (COAH)	Cameron Keng
14.	Registrar of Vital Statistics	Adam Young
15.	Deputy Registrar of Vital Statistics	Ella Ruta
16.	Acting Qualified Purchasing Agent	Jennifer Harrington
17.	Assistant Qualified Purchasing Agent	Vacant
18.	Public Agency Compliance Officer (P.A.C.O.)	Brett Bartman
19.	Public Employees Occupational Safety and Health (PEOSH)	Brett Bartman
20.	Statewide JIF Commissioner	Brett Bartman
21.	Statewide JIF Deputy Commissioner	Jennifer Harrington
22.	Construction Code Official Fire Code Official , Building Inspector	Ralph Price <u>Kyle Smith</u>
23.	Electrical Sub-code Official	Ralph Price <u>Paul Shipani</u>
24.	Plumbing Sub-code Official	Dan Niro <u>Henry Bell</u>
25.	Planning Board/Board of Adjustment Secretary	Barbara Kinsky
26.	Deputy Planning Board/Board of Adjustment Secretary	Adam Young
27.	Fire Official	Frederick Roll

Memorandum

To: Brett Bartman, Borough Administrator

From: William H. Burr, IV, P.E., Borough Engineer

Date: September 5, 2024

Subject: Bunnvale Well Site Improvement Project – Final Payment Application
Borough of High Bridge, Hunterdon County, NJ

Project No.: HIB-103

Dear Mr. Bartman:

The contractor, DeMaio Electrical Company, Inc. (DeMaio), has submitted a request for final payment with respect to the Bunnvale Well Site Improvements Project. Attached, please find the following documents in support of final payment to DeMaio including:

- Final payment application from DeMaio Electric Company, Inc. dated 08/12/24.
- Change Order No. 7 (Final Change Order) in the amount of \$11,546.89, dated August 15, 2024.
- Maintenance Bond in an amount of \$235,266.00, dated May 3, 2024 to run for a period of two (2) years.
- "Conditional Waiver And Release Upon Final Payment" from DeMaio, dated August 12, 2024.

Be advised that the contractor has performed all work under the original contract in a satisfactory manner. Upon review of this payment request, our office has no objection to the Borough processing Final Payment Application (inc. Final Change Order) to the contractor in the amount of **\$42,684.71** for this project.

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

WHB/kd

Attachments

PAYMENT APPLICATION

Page 1

TO: Borough of High Bridge 97 West Main Street High Bridge, NJ 08829 Attn: Bonnie Fleming FROM: DeMaio Electrical Company, Inc. P.O. Box 5907 Hillsborough, NJ 08844 FOR:	PROJECT NAME AND LOCATION: HDWS2022 Bunnvale Well Site Improvement Project 97 West Main Street High Bridge, NJ 08829 ARCHITECT: Colliers Engineering & Design 331 Newman Spring Road, Suit 203 Red Bank, NJ 07701	APPLICATION # 14 Final PERIOD THRU: 08/12/2024 PROJECT #s: DATE OF CONTRACT: 12/27/2022	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
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CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

1. CONTRACT AMOUNT	\$1,392,800.00
2. SUM OF ALL CHANGE ORDERS	\$175,637.84
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,568,437.84
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,568,437.84
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$1,568,437.84
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$1,525,753.13
8. PAYMENT DUE	\$42,684.71
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$164,090.95	\$0.00
Total approved this month	\$11,546.89	\$0.00
TOTALS	\$175,637.84	\$0.00
NET CHANGES	\$175,637.84	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR:
 By:  Date: 8/12/2024
 Andrew DeMaio / Project Manager

ENGINEER:
 By:  Date: 8/28/2024


OWNER:
 By: _____ Date: _____

ENGINEER'S CERTIFICATION

Engineer's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Engineer has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Engineer knows of no reason why payment should not be made.

CERTIFIED AMOUNT.....

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

Engineer:  Jordan Volk
 By: _____ Date: 8/27/2024

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

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PROJECT: HDWS2022
Bunnvale Well Site Improvement Project

APPLICATION #: 14 Final
DATE OF APPLICATION: 08/12/2024
PERIOD THRU: 08/12/2024
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
CO#1	Change Order # 1 - Directional Drilling	\$27,641.34	\$27,641.34	\$0.00	\$0.00	\$27,641.34	100%	\$0.00	
CO2	Change Order # 2 - Increase Well Pump Starters & Wiring Size	\$4,657.92	\$4,657.92	\$0.00	\$0.00	\$4,657.92	100%	\$0.00	
CO3	Change Order # 3 - Water Main Relocation	\$53,392.00	\$53,392.00	\$0.00	\$0.00	\$53,392.00	100%	\$0.00	
CO4	Change Order # 4 Well TV Inspection	\$7,827.64	\$7,827.64	\$0.00	\$0.00	\$7,827.64	100%	\$0.00	
CO5	Change Order # 5 Additional Directional Drilling	\$35,102.05	\$35,102.05	\$0.00	\$0.00	\$35,102.05	100%	\$0.00	
CO6.00	Change Order # 6 - Well 4 Building & Well Concrete								
CO6.01	Demolish Concrete Around Well Heads	\$12,766.38	\$12,766.38	\$0.00	\$0.00	\$12,766.38	100%	\$0.00	
CO6.02	Demolish Well #4 Building	\$16,976.00	\$16,976.00	\$0.00	\$0.00	\$16,976.00	100%	\$0.00	
CO6.03	Pour New Concrete Pads Around Well Heads	\$5,727.62	\$5,727.62	\$0.00	\$0.00	\$5,727.62	100%	\$0.00	
CO7.00	Change Order # 7 - Closeout Change Order								
CO7.01	Feb. Emergency Calls	\$6,205.15	\$0.00	\$6,205.15	\$0.00	\$6,205.15	100%	\$0.00	
CO7.02	Interest on Late Payments (Settlement)	\$5,341.74	\$0.00	\$5,341.74	\$0.00	\$5,341.74	100%	\$0.00	
01	Bunnvale Well Site Improvements								
01.01	Mobilization	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	100%	\$0.00	
01.02	Excavate for New Clearwell Chamber	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
01.03	Supply & Install Clearwell Chamber	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100%	\$0.00	
	SUB-TOTALS	\$285,637.84	\$274,090.95	\$11,546.89	\$0.00	\$285,637.84	100%	\$0.00	

CONTINUATION PAGE

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PROJECT: HDWS2022
Bunnvale Well Site Improvement Project

APPLICATION #: 14 Final
DATE OF APPLICATION: 08/12/2024
PERIOD THRU: 08/12/2024
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
01.04	Excavate for Well #2 Valve Chamber	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
01.05	Supply & Install Well #2 Valve Chamber	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
01.06	Excavate for Well #3 Valve Chamber	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
01.07	Supply & Install Well #3 Valve Chamber	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
01.08	Excavate for Well #4 Valve Chamber	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
01.09	Supply & Install Well #4 Valve Chamber	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
01.10	Excavate for Well #5 Valve Chamber	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
01.11	Supply & Install Well #5 Valve Chamber	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
01.12	Excavate for DIP to Well #2	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
01.13	Directional Drill for DIP to Well #2	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	
01.14	Supply & Install DIP to Well #2	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
01.15	Excavate for DIP to Well #3	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
01.16	Supply & Install DIP to Well #3	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
01.17	Excavate for DIP to Well #4	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100%	\$0.00	
01.18	Supply & Install DIP to Well #4	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
01.19	Excavate for DIP to Well #5	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100%	\$0.00	
	SUB-TOTALS	\$485,637.84	\$474,090.95	\$11,546.89	\$0.00	\$485,637.84	100%	\$0.00	

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PROJECT: HDWS2022
Bunnvale Well Site Improvement Project

APPLICATION #: 14 Final
DATE OF APPLICATION: 08/12/2024
PERIOD THRU: 08/12/2024
PROJECT #s:

Payment Application containing Contractor's signature is attached.

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ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
01.20	Supply & Install DIP to Well #5	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
01.21	Excavate for DIP to Existing Water Main	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
01.22	Supply & Install DIP to Existing Water Main	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00	
01.23	Supply & Install Well #2 Air Release Valve	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	
01.24	Supply & Install Well #3 Air Release Valve	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	
01.25	Supply & Install Well #4 Air Release Valve	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	
01.26	Supply & Install Well #5 Air Release Valve	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	
01.27	Supply & Install Well #2 Check Valve	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	
01.28	Supply & Install Well #3 Check Valve	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	
01.29	Supply & Install Well #4 Check Valve	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	
01.30	Supply & Install Well #5 Check Valve	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	
01.31	Supply & Install Well #2 DIP & Gate Valves	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00	
01.32	Supply & Install Well #3 DIP & Gate Valves	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00	
01.33	Supply & Install Well #4 DIP & Gate Valves	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00	
01.34	Supply & Install Well #5 DIP & Gate Valves	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00	
01.35	Supply & Install Well #2 Flow Meter	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
	SUB-TOTALS	\$638,137.84	\$626,590.95	\$11,546.89	\$0.00	\$638,137.84	100%	\$0.00	

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PROJECT: HDWS2022
Bunnvale Well Site Improvement Project

APPLICATION #: 14 Final
DATE OF APPLICATION: 08/12/2024
PERIOD THRU: 08/12/2024
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
01.36	Supply & Install Well #3 Flow Meter	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
01.37	Supply & Install Well #4 Flow Meter	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
01.38	Supply & Install Well #5 Flow Meter	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
01.39	Supply & Install Well #2 Hydrant	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
01.40	Supply & Install Well #3 Hydrant	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
01.41	Supply & Install Well #4 Hydrant	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
01.42	Supply & Install Well #5 Hydrant	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
01.43	Supply & Install Well #2 Well Pump & Appurtenances	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	100%	\$0.00	
01.44	Supply & Install Well #3 Well Pump & Appurtenances	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	100%	\$0.00	
01.45	Supply & Install Well #4 Well Pump & Appurtenances	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	100%	\$0.00	
01.46	Supply & Install Well #5 Well Pump & Appurtenances	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	100%	\$0.00	
01.47	Supply & Install Chamber Lighting Fixturer	\$2,300.00	\$2,300.00	\$0.00	\$0.00	\$2,300.00	100%	\$0.00	
01.48	Supply & Install Sump Pumps	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	
01.49	Supply & Install Chamber Ladders	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	
01.50	Supply & Install Chamber Hatches	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	
01.51	Excavate for Prefab Building Concrete Pad	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
	SUB-TOTALS	\$981,437.84	\$969,890.95	\$11,546.89	\$0.00	\$981,437.84	100%	\$0.00	

CONTINUATION PAGE

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PROJECT: HDWS2022
Bunnvale Well Site Improvement Project

APPLICATION #: 14 Final
DATE OF APPLICATION: 08/12/2024
PERIOD THRU: 08/12/2024
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
01.52	Rebar, Form & pour Prefab Building Concrete Pad	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100%	\$0.00	
01.53	Supply & Install Prefabricated Building	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	100%	\$0.00	
01.54	Excavate for Generator Concrete Pad	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
01.55	Rebar, Form & Pour Generator Concrete Pad	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
01.56	Excavate for Electrical Conduits to Well #2	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
01.57	Supply & Install Electrical Conduits to Well #2	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
01.58	Wire Well #2	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	
01.59	Excavate for Electrical Conduits to Well #3	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
01.60	Supply & Install Electrical Conduits to Well #3	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
01.61	Wire Well #3	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	
01.62	Excavate for Electrical Conduits to Well #4	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100%	\$0.00	
01.63	Supply & Install Electrical Conduits to Well #4	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
01.64	Wire Well #4	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	
01.65	Excavate for Electrical Conduits to Well #5	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100%	\$0.00	
01.66	Supply & Install Electrical Conduits to Well #5	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
01.67	Wire Well #5	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	
	SUB-TOTALS	\$1,224,437.84	\$1,212,890.95	\$11,546.89	\$0.00	\$1,224,437.84	100%	\$0.00	

CONTINUATION PAGE

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PROJECT: HDWS2022

APPLICATION #:

14 Final

Bunnvale Well Site Improvement Project

DATE OF APPLICATION:

08/12/2024

Payment Application containing Contractor's signature is attached.

PERIOD THRU:

08/12/2024

PROJECT #s:

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
01.68	Excavate for Electrical Conduits to Electrical Building	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
01.69	Supply & Install Electrical Conduits to Electrical Building	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
01.70	Pour Electrical Service Duct Bank	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
01.71	Wire Electrical Service	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00	
01.72	Install Electrical Service Grounding	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
01.73	Supply & Install Main Circuit Breaker	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
01.74	Supply & Install Generator	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100%	\$0.00	
01.75	Excavate & Install Electrical Conduits to Generator	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
01.76	Wire Generator	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
01.77	Install Generator Pad Grounding	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
01.78	Supply & Install ATS	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
01.79	Wire ATS	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
01.80	(Duplicate Line Eliminated)								
01.81	Supply & Install Panelboard	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
01.82	Wire Panelboard	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
01.83	Supply & Install Surge Protective Device	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	
	SUB-TOTALS	\$1,364,437.84	\$1,352,890.95	\$11,546.89	\$0.00	\$1,364,437.84	100%	\$0.00	

CONTINUATION PAGE

Page 8 of 9

PROJECT: HDWS2022

APPLICATION #: 14 Final

Bunnvale Well Site Improvement Project

DATE OF APPLICATION: 08/12/2024

Payment Application containing Contractor's signature is attached.

PERIOD THRU: 08/12/2024

PROJECT #s:

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
01.84	Wire Surge Protective Device	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	
01.85	Supply & Install Unit Heaters	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	
01.86	Wire Unit Heater	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	
01.87	Supply & Install Pump Control Panel	\$70,000.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	100%	\$0.00	
01.88	Wire Pump Control Panel	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
01.89	Supply & Install Clearwell Level Instruments	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100%	\$0.00	
01.90	Wire PreFabricated Building Loadcenter	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
01.91	Startup Generator & ATS	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
01.92	Supply Generator & ATS O&M Manuals	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
01.93	Startup Well Control Panel & Pumps	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
01.94	Supply Well Control Panle O&M Manuals	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
01.95	Supply Building O&M Manuals	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
01.96	Supply Well Pump O&M Manuals	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
02.00	Site Demolition								
02.01	Demolish Well #2 Piping & Piers	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
02.02	Demolish Well #3 Piping & Piers	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
	SUB-TOTALS	\$1,486,437.84	\$1,474,890.95	\$11,546.89	\$0.00	\$1,486,437.84	100%	\$0.00	

CONTINUATION PAGE

PROJECT: HDWS2022
Bunnvale Well Site Improvement Project

APPLICATION #: 14 Final
DATE OF APPLICATION: 08/12/2024
PERIOD THRU: 08/12/2024
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
02.03	Demolish Well #4 Piping & Piers	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	
02.04	Demolish Well #5 Piping & Piers	\$13,000.00	\$13,000.00	\$0.00	\$0.00	\$13,000.00	100%	\$0.00	
02.05	Demolish Existing Air Stripper	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
02.06	Demolish Metal Utility Cabinet	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	
03.00	Soil Erosion and Sediment Control								
03.01	Install Silt Fence	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
03.02	Install Tracking Pad	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
04.00	Clean Up & Restoration	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00	
TOTALS		\$1,568,437.84	\$1,556,890.95	\$11,546.89	\$0.00	\$1,568,437.84	100%	\$0.00	

Bunnvale Well Site

Improvements	HIB103
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PROJECT	CONTRACT NO.
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Borough of High Bridge

MUNICIPALITY

Hunterdon NJ

COUNTY STATE

DATE August 15, 2024

To: DeMaio Electrical Co., Inc. (CONTRACTOR)
P.O. Box 5907
Hillsborough, NJ 08844

Item Number (1)	Description of charges (Quantities, units, unit prices, Change in completion schedule, etc.) (2)	Decrease in contract price (3)	Increase in contract price (4)
1	Electrical Service and Troubleshooting, Costs Related to Schedule Change		\$ 11,546.89
	Change in contract price due to this Change Order:		
	Total :	\$ -	\$ 11,546.89
	Difference between col. (3) & (4)	\$ 11,546.89	
	Net difference	\$ 11,546.89	

The sum of \$ 11,546.89 is hereby added to the total contract price and the total adjusted contract price to date is

\$ 1,568,437.84

The time period for completion in the contract is the same.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY HERETO

Owner


Contractor

Project Engineer

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE Borough of High Bridge Water Department	2. PROJECT NO. 1014001-004	3. CONTRACT NO. HIB103	4. MODIFICATION NO. 7										
5. TO (CONTRACTOR) DeMaio Electrical Co., Inc. P.O. Box 597 Hillsborough, NJ, 08844		6. PROJECT LOCATION AND DESCRIPTION Bunnvale Well Site, 214 Buffalo Hollow Road, Lebanon Township, New Jersey											
7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).													
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 25%; text-align: center;"> _____ Date </div> <div style="width: 40%; text-align: center;"> Brett Bartman, Borough Administrator _____ Type Name and Title </div> <div style="width: 35%; text-align: center;"> _____ Signature </div> </div>													
8. DESCRIPTION OF CHANGE: <i>Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:</i> <p>The electrical components and instrumentation in the new electrical building required a weekend service visit for instrumentation and well pump calibration. Changes in the overall project schedule resulted in additional project cost changes to accommodate adjustments to electrical design.</p> <p>As a result of the above, the contract price is revised as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">ITEM NO.</th> <th style="text-align: left; border-bottom: 1px solid black;">ITEM DESCRIPTION</th> <th style="text-align: right; border-bottom: 1px solid black;">UNIT PRICE</th> <th style="text-align: right; border-bottom: 1px solid black;">ESTIMATED QUANTITY</th> <th style="text-align: right; border-bottom: 1px solid black;">TOTAL COST</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">1</td> <td style="text-align: left;">The electrical components and instrumentation in the new electrical building required a weekend service visit for instrumentation and well pump calibration.</td> <td style="text-align: right;">\$11,546.89</td> <td style="text-align: right;">1</td> <td style="text-align: right;">\$11,546.89</td> </tr> </tbody> </table> <p>TOTAL COST OF THIS MODIFICATION \$ <u>\$11,546.89</u></p> <p>The contract time is hereby: increase <input type="checkbox"/> decrease <input type="checkbox"/> or remains the same <input checked="" type="checkbox"/> by <u>0</u> calendar days as a result of this modification.</p> <p>The foregoing modification is hereby accepted:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> CONTRACTOR BY: <u>Andrew DeMaio</u> DATE: <u>8/15/2024</u> </div> <div style="width: 30%;"> OWNER BY: <u>Brett Bartman</u> DATE: _____ </div> <div style="width: 30%;"> (NJPE SEAL) ENGINEER BY: <u>Jordan Volk, PE</u> DATE: <u>8/27/24</u> </div> </div>				ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST	1	The electrical components and instrumentation in the new electrical building required a weekend service visit for instrumentation and well pump calibration.	\$11,546.89	1	\$11,546.89
ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST									
1	The electrical components and instrumentation in the new electrical building required a weekend service visit for instrumentation and well pump calibration.	\$11,546.89	1	\$11,546.89									
APPROVAL: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%; text-align: center;"> _____ STATE OF NEW JERSEY </div> <div style="width: 45%; text-align: center;"> _____ DATE </div> </div>													

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE Borough of High Bridge Water Department	10. PROJECT NO. 1014001-004	11. CONTRACT NO. HIB103	12. MODIFICATION NO. 7
13. CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary)			
<p>(Proposed)</p> <p>See attached Change Order Recommendation by Jordan Volk of Colliers Engineering & Design.</p> <p>The Change Order is in agreement with DeMaio Electrical Co, Inc., Borough of High Bridge Water Department, and Colliers Engineering & Design.</p>			
NET INCREASE \$ <u>\$11,546.89</u>		NET DECREASE \$ _____	
		CALENDER DAYS INCREASE <u>0</u> DAYS	
DATE: 8/15/2024	TYPE NAME AND TITLE: Andrew DeMaio, Project Manager, DeMaio Electrical Co., Inc.		SIGNATURE: 

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO. Borough of High Bridge Water Department 1014001-004	15. CONTRACT NO. HIB103	16. MODIFICATION NO. 7
17. ORIGINAL CONTRACT BID PRICE \$ <u>1,392,800.00</u> TOTAL OF PREVIOUS CHANGE ORDERS \$ <u>164,090.95</u> TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ <u>1,568,437.84</u>		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: The electrical components and instrumentation in the new electrical building required a weekend service visit for instrumentation and well pump calibration. Changes in the overall project schedule resulted in additional project cost changes to accommodate adjustments to electrical design.		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE: None.		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) : See attached Change Order Recommendation by Jordan Volk of Colliers Engineering & Design, dated August 15, 2024.		
DATE:	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: Brett Bartman, Borough Administrator	SIGNATURE:



Bond # 999203911

MAINTENANCE BOND

Bond #: 999203911

KNOW ALL MEN BY THESE PRESENTS, that we,
DeMaio Electrical Company Inc

as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto
Borough of High Bridge

at 97 W. Main Street High Bridge NJ 08829

(hereinafter called the Oblige), in the penal sum of Two Hundred Thirty five thousand two hundred and sixty six and 00/xx
(235,266.00)

for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: 5/3/2024

WHEREAS, the said Principal has heretofore entered into a contract with the Oblige for
Bunnvale Well Site Improvement Project

and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Oblige;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a
period of Twenty Four months from and after the date of the completion of the contract indemnify the
Oblige against any loss or damage directly arising by reason of any defect in the material or workmanship that may
be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the
particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its
home office in the city of Boston, Massachusetts, promptly and in any event
within ten (10) days after the Oblige or his representative shall learn of such default; and that no claim, suit or
action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from
the end of the maintenance period as herein set forth.

DeMaio Electrical Company Inc

(Principal)

By:

Ada Ramos

Ada Ramos, Witness

By:

Jenny M. Wolters
(Attorney-in-Fact)

Jenny M. Wolters





THE OHIO CASUALTY INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits\$205,269,499.00	Unearned Premiums \$4,119,585,324.00
*Bonds – U.S Government\$9,800,297,880.00	Reserve for Claims and Claims Expense..... \$11,539,414,910.00
*Other Bonds\$2,624,053,574.00	Funds Held Under Reinsurance Treaties \$0.00
*Stocks\$580,310,204.00	Reserve for Dividends to Policyholders \$524,079.00
Real Estate\$0.00	Additional Statutory Reserve \$0.00
Agents' Balances or Uncollected Premiums...\$2,470,513,419.00	Reserve for Commissions, Taxes and Other Liabilities \$1,067,720,142.00
Accrued Interest and Rents\$117,249,509.00	Total \$16,727,244,455.00
Other Admitted Assets\$6,440,345,225.00	Special Surplus Funds \$83,803,503.00
Total Admitted Assets \$22,238,039,310.00	Capital Stock..... \$8,848,635.00
	Paid in Surplus..... \$2,066,113,364.00
	Unassigned Surplus..... \$3,352,029,353.00
	Surplus to Policyholders \$5,510,794,855.00
	Total Liabilities and Surplus..... \$22,238,039,310.00

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the New Hampshire Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202137-976955**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James Venezia; Douglas R. Voight; Jenny M. Wolters

all of the city of Chester state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of September, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of September, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of May, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a

check from: Borough of High Bridge

in the sum of: \$42,684.71 Forty-Two Thousand Six Hundred Eighty-Four Dollars and Seventy-One Cents

payable to: DeMaio Electrical Company, Inc.

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has

on the job of: Bunnvale Well Site Improvement Project

located at: 214 Buffalo Hollow Road
High Bridge, NJ 08829

This claim was for labor, services, equipment or material

furnished to: Borough of High Bridge

and shall be released to the following extent.

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the

amount of: \$0.00

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 08/12/2024 _____

Company: DeMaio Electrical Company, Inc. _____

Signature:  _____

By: Andrew DeMaio / Project Manager
(Name & Title) _____

28.	Continuing Certificate of Occupancy (CCO)/Code Enforcement Officer	Frederick Roll
29.	Zoning Officer	Allison Witt
30.	Animal Control Officer	Charles Metz
31.	Assistant Animal Control Officer	David Banks
32.	Librarian	Theresa Steets
33.	School Crossing Guards	Robert Bork
		Sandy Banks
		Colleen Hann
		Bonnie Pyke
		Mark Mandelberg
34.	Director of the Department of Public Works	Charles Metz
35.	DPW Part Time	Sean Smith
		Timothy Hinson
		William Harrington-CDL
36.	Right to Know Coordinator	Charles Metz
37.	OEM Coordinator	Sean Smith
38.	Deputy OEM Coordinators	Brett Bartman
39.	Primary Water Operator	Alan Brower
40.	Secondary Water Operator	Matthew Schafer
41.	Primary Sewer Operator	McGowan, LLC
42.	Secondary Sewer Operator	McGowan, LLC
43.	Humane Law Enforcement Officer	Det. Matthew Lazier
42.	Union Forge Custodian	Gary Mills
<u>43.</u>	<u>Title VI Coordinator</u>	<u>Brett Bartman</u>
44.	Tax Assessor	Anna Maria Obiedzinski
		<u>Debra Blaney</u>
<u>45.</u>	Fire Sub-Code Official	<u>Andrew Buterbaugh</u>

Underlined text indicates added text

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

RELEASE OF PERFORMANCE BOND OF LMR DISPOSAL LLC

RESOLUTION: 239-2024

ADOPTED:

WHEREAS, the Borough consented the assignment of the contract between the Borough and LMR Disposal LLC for the solid waste collection, disposal and recycling services to Casella Major Accounts Services LLC by Resolution dated June 13, 2024; and

WHEREAS, Casella Major Accounts Services has provided a performance bond with regard to those services; and

WHEREAS, the Borough has agreed to release the performance bond of LMR Disposal Services LLC.

NOW, THEREFORE, BE IT RESOLVED on this 12th day of September 2024, by the Council of the Borough of High Bridge, in the County of Hunterdon and State of New Jersey that the performance bond of LMR Disposal Services LLC shall be released.

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

TISCO FALL MARKET FEES

RESOLUTION: 240-2024

ADOPTED:

WHEREAS, the TISCO Fall Market Borough event shall be held on October 5, 2024 ; and

NOW, THEREFORE, BE IT RESOLVED by the Council of The Borough of High Bridge, in the County of Hunterdon, and in the State of New Jersey, that the TISCO Fall Market fees be set as follows:

- Vendor registrations for 10' x 10' space: \$60.00
- Vendor registrations for 6' x 6' space: \$40.00
- Food Vendor fee: \$75.00

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

UPDATED BOARDS AND COMMITTEE APPOINTMENTS

RESOLUTION: 241-2024

ADOPTED:

WHEREAS, The Council of the Borough of High Bridge, Hunterdon County, New Jersey, wishes to make the Board and Committee Appointments found below; and,

WHEREAS, these appointments provide necessary services to the community,

NOW, THEREFORE, The Council of the Borough of High Bridge, Hunterdon County, New Jersey, hereby approve the Board and Committee Appointments as outlined below.

BOARD OF HEALTH (7 members) - 4 year term

MEMBER	TERM EXPIRATION
Rose Trilone	12/31/2024
Vacant	12/31/2025
Nicole Cahill	12/31/2025
Vacant	12/31/2026
Vacant	12/31/2026
Donna Exley	12/31/2027
John Conant	12/31/2027
Curtis Nowell, Council Liaison	

HISTORICAL COMMITTEE (7 members) – 3 year term

MEMBER	TERM EXPIRATION
Alfred Schweikert	12/31/2025
Vacant	12/31/2025
Nancy Hunt	12/31/2026
Vacant	12/31/2026
Matt Curtin	12/31/2024
Ellie Curtin	12/31/2024
Warren Love	12/31/2024
Kelly Matos, Council Liaison	

ECONOMIC DEVELOPMENT COMMITTEE (7 members) – 3 year term

MEMBER	TERM EXPIRATION
Lauren Hamlin	12/31/2026
Vacant	12/31/2026
Jennifer Kucharski	12/31/2024
Vacant	12/31/2024
Vacant	12/31/2025
Vacant	12/31/2025
Vacant	12/31/2025
ALTERNATES	
Vacant	12/31/2024
Vacant	12/31/2026
Mayor or Council President, Ex-Officio	
Kenneth Doyle, Council Liaison	

ENVIRONMENTAL COMMISSION: (7 members) – 3 year term

MEMBER	TERM EXPIRATION
Linda DeMarzo	12/31/2026
Ann Willard	12/31/2026
Jeanie Baker	12/31/2024
Alan Mart, Planning Board Liaison	12/31/2024
Lynn Hughes	12/31/2025
Amanda Regan	12/31/2025
Coleen Conroy	12/31/2025
ALTERNATES	
Bob Haake	12/31/2026
Mia Baldwin	12/31/2024
Curtis Nowell, Council Liaison	

GOLF COMMITTEE (7 Members) 3 year term

MEMBER	TERM EXPIRATION
Maurice Koffman	12/31/2026
Rick Roll	12/31/2026
Mike Exley	12/31/2024
Kevin Thompson	12/31/2024
Don Broadhecker	12/31/2025
Vacant Joseph Supnet	12/31/2025
Gordon Marx	12/31/2025
Kenneth Doyle, Council Liaison	

SPECIAL EVENTS COMMITTEE (8 Members) 3 year term

MEMBER	TERM EXPIRATION
Vacant, Chairperson	12/31/2026
Vacant	12/31/2026
Vacant	12/31/2024
Vacant	12/31/2024
Vacant	12/31/2024
Vacant	12/31/2025
Vacant	12/31/2025
Chris Graham, Council Liaison	

GREEN TEAM: (7 members) – 1 year term

MEMBER	TERM EXPIRATION
Lynn Hughes	12/31/2024
Jeanie Baker	12/31/2024
Linda DeMarzo	12/31/2024
Pia Kristjansen, Chair	12/31/2024
Kirsten Norberg	12/31/2024
Ryan Brosnan	12/31/2024
Coleen Conroy	12/31/2024
Curtis Nowell, Council Liaison	

CREATIVE TEAM: (1 year term)

MEMBER	TERM EXPIRATION
Pia Krisjansen	12/31/2024
Cheryn Bolasci	12/31/2024
Kim Farrier	12/31/2024
Liam Smith	12/31/2024
Kirsten Norberg	12/31/2024
Evan Schlomann	12/31/2024
Vacant	12/31/2024
Curtis Nowell, Council Liaison	

PLANNING BOARD (9 members plus 2 alternates)

Class IV 4 years, Class I - term, Class II 1 year or 4, Class III 1 year, Alternates 2 years.
 (1 Class IV - member of Bd. of Adj., Environmental Comm., or School - 3 yrs/or term)

MEMBER	CLASS	TERM EXPIRATION
Michele Lee	Mayor - Class I	12/31/2026
Curtis Nowell	Council - Class III	12/31/2024
Alan Mart	Class II - Environmental Commission Liaison	12/31/2025
Coleen Conroy	Class IV	12/31/2025
Benjamin Yu	Class IV	12/31/2025
William Giordano	Class IV	12/31/2024
Joseph Suozzo	Class IV	12/31/2024
John Musnuff	Class IV	12/31/2027
Joseph Brosnan	Class IV	12/31/2027
Alternates		
Leah Epstein - Alt. 1		12/31/2024
Tom Osborne - Alt. 2		12/31/2025
Vacant - Alt 3		12/31/2024
Vacant - Alt 4		12/31/2025

RECREATION COMMITTEE (7 members) – 3 year term

MEMBER	TERM EXPIRATION
Joseph Masser	12/31/2026
Ashley Marin	12/31/2026
Andrew Schneider, Chair	12/31/2024
Tania Fennell	12/31/2024
Jon Pish, Secretary	12/31/2025
Joe Campolattano, Vice Chair	12/31/2025
Andrew Fulda	12/31/2025
Chris Graham, Council Liaison	

TREE BOARD (3 Environmental Commission members appointed annually) – 1 year term

MEMBER	TERM EXPIRATION
Jeanie Baker	12/31/2024
Lynn Hughes	12/31/2024
Linda DeMarzo	12/31/2024
Curtis Nowell, Council Liaison	

NEWSLETTER AND WEBSITE COMMITTEE:

(3 members) – 1 year term

MEMBER	TERM EXPIRATION
Michele Lee, Mayor, ex-officio	
Lynn Hughes	12/31/2024
Vacant	12/31/2024
Curtis Nowell, Council Liaison	

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

CANCELLATION AND REFUND OF TAXES -VETERANS EXEMPTION

RESOLUTION: 242-2024

ADOPTED:

WHEREAS, pursuant to NJSA 54:4-3.30 et seq. a full property tax exemption shall be granted to eligible 100% disabled veterans; and

WHEREAS, a claim form D.V.S.S.E. has been filed with the Tax Assessor; and

WHEREAS, certification of 100% disability has been received from the US Department of Veterans Affairs with the effective date of disability as July 8, 2019; and

WHEREAS, an exemption has been granted on this property as of the application date of August 15, 2024;

WHEREAS, the cancellation of taxes shall be as follows:

<u>Block</u>	<u>Lot</u>	<u>Issued To:</u>	<u>Year-Qtr</u>	<u>Amount</u>
19	6	Larsen, Arthur & Karen	2024-4	\$3,722.95

WHEREAS, the amount paid for the period eligible for exemption shall be cancelled and refunded as follows:

<u>Block</u>	<u>Lot</u>	<u>Issued To:</u>	<u>Year-Qtr</u>	<u>Amount</u>
19	6	Larsen, Arthur & Karen	2024-3	\$2,081.81

NOW THEREFORE BE IT RESOLVED by the High Bridge Borough Council in the County of Hunterdon, State of New Jersey that a full property tax exemption shall apply to the owner of Block 19 Lot 6 with the effective date beginning August 15, 2024.

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

**RESOLUTION APPROVING ECLECTIC ARCHITECTURE LLC FOR THE
PROPOSAL FOR PROFESSIONAL PRESERVATION CONSULTING SERVICES TO
DEVELOPMENT CONSTRUCTION DOCUMENTS TO GUIDE THE PRESERVATION
AND RESTORATION OF THE SOLITUDE HOUSE NORTH PORCH**

RESOLUTION: 243-2024

ADOPTED:

WHEREAS, the Borough of High Bridge was awarded a Historic Site Management Grant, Project Number 2022.0029 through the New Jersey Historic Trust in the amount of \$6,375.00 (Resolution 083-2023); and

WHEREAS, the Borough has a matching share of \$2,125.00 for a total cost of \$8,500.00 for construction documents to guide the preservation and restoration of the Solitude House North Porch; and

WHEREAS, Michael J. Margulies, Architect AIA of Eclectic Architecture LLC has provided the attached proposal for professional services for such documents; and

BE IT FURTHER RESOLVED the Governing Body of High Bridge does hereby authorize the Mayor or Administrator to execute the attached proposal.

I, Adam Young, Borough Clerk of the Borough of High Bridge, in the County of Hunterdon, State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Borough Council of the Borough of High Bridge, County of Hunterdon, State of New Jersey at a Regular meeting of said Council held September 12, 2024

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the seal of the borough of High Bridge in the County of Hunterdon and State of New Jersey this 12th day of September 2024.

Adam Young, Borough Clerk

ECLECTIC ARCHITECTURE LLC

FINE DESIGN & HISTORIC PRESERVATION

20 MUNICIPAL DRIVE
PHILLIPSBURG, NEW JERSEY 08865-7800
PHONE 908-387-8630 - FAX 908-387-1493

PROPOSAL FOR PROFESSIONAL PRESERVATION CONSULTING SERVICES

September 11, 2024

Borough of High Bridge
Attn: Brett Bartman, Deputy Administrator
97 West Main Street
High Bridge, NJ 08829
908-638-6455
administrator@highbridge.org

Re: Solitude House – North Porch Preservation
7 Raritan River Road
High Bridge, NJ

A. Project Understanding

This proposal is for professional services to help with the preservation of the North Porch at the historic property known as Solitude House. As part of a project started in February of 2022, Michael J. Margulies of Eclectic Architecture conducted an assessment and architectural documentation of the porches at Solitude House. This project will serve as the basis for future proposed work on the North Porch.

The North Porch is a two-story structure on the northeast corner of the house. The first floor is an open deck with detailing similar to that of the 19th century elements of the southeast porch and the southwest entry porch. The second story appears to have been altered in the early 20th century to provide for an enclosed sleeping porch or conservatory. Photographic evidence shows the porch similar to its current configuration throughout the 20th century.



Image circa 1939

The porch has been considerably repaired over the course of the 20th century. Its current condition is good to poor with substantial deterioration visible in the finishes and structure. The deck, which has had its foundations and framing altered, is in poor condition on the eastern end. The eastern end deck boards are at the level of grade making drainage difficult and water damage inevitable. Post bases have been repaired and trim replaced showing several unmatching board sizes and profiles. The roof of the first floor structure, which is also the floor framing for the second floor, is showing severe deterioration on the north eave. Exposed rafter tails are rotted along with sheathing boards indicating a compromised structure. The roof of the second floor appears to be water-tight but shows many inappropriate repairs including the replacement of a large percentage of the original beadboard ceilings with plywood.

As part of the proposed project, Eclectic Architecture will start with the documentation from February 2022 and develop construction documents to guide the preservation and restoration of the North Porch. It is anticipated that the configuration of the porch will remain in its current, early 20th century configuration. The treatment approach would be primarily “preservation”. This means that the project will focus on the repair of existing historic material and the retention of the configuration and elements as they appear today and in the photographic evidence spanning the last 100+ years.

It is not anticipated that there will be archaeology required for this project. All proposed work is intended to be above grade without ground disturbance. In the event that ground disturbance is required, such as if it is found that foundation work is required below grade, archaeological assessment would be an additional service which can be performed through a sub-consultant. The result of the assessment may affect the bidding documents by requiring an archaeological component to the project.

B. Project Approach

1. ☐ **Existing Conditions** - Eclectic Architecture will update and verify the February 2022 documentation at the time the project starts.
2. ☐ **Construction Documents.** Drawings and specifications will be prepared for the preservation and restoration of the North Porch. The result will be a set of documents directing the proposed project that would be used for obtaining approvals, bidding and construction.
3. ☐ **Approvals.** Eclectic Architecture will prepare and submit an Application for Project Authorization for the work on the North Porch to the New Jersey State Historic Preservation Office on behalf of the Borough.
4. ☐ **Bidding and Negotiating.** Eclectic Architecture will assist the Borough in compiling the bidding documents. Bids will be reviewed and recommendations for award will be offered.
5. ☐ **Construction Observation.** This task would include attendance at a pre-construction meeting, project meetings, the coordination of project submittals, and project close-out. It is assumed that the construction will commence within one year of the completion of the bidding documents and that it will be conducted in a single phase with a single prime bid structure.

C. Project Team

Eclectic Architecture, LLC will remain as a single point of contact and provide the management and coordination of any sub-consultants. It is not anticipated that sub-consultants will be required unless unforeseen and unconventional structural concerns arise such as archaeology.

D. Professional Fee

The professional fee will be set at a fixed fee in order to facilitate the Borough seeking funding.

Total Professional fee: \$8,500

Additional services would include any work done at the directive of the Client that are beyond the proposed scope of work.

The following are the hourly rates of team members for any additional services that are

Principal Architect/Senior Project Manager	\$150/hour
Drafting	\$100/hour
Clerical	\$ 50/hour

F. Other Conditions

1. ☐ All work conducted will be based upon all applicable Federal and State standards for the treatment of historic structures.
2. ☐ The project team will meet or exceed the requirements for historians, architectural historians and architects established in 36-CFR-61 Professional Qualification Standards.
3. ☐ Billing rates and fees are subject to change if there is no contract agreement before January 1, 2024.
4. ☐ Work products are owned and copyrighted by the Architect as instruments of service. A license will be granted for the reproduction of the work product for the purposes of execution of the project, public awareness and education as long as full credit is given to Eclectic Architecture, LLC. Any other use of the copyrighted materials without full and fair financial compensation and credit will be considered a copyright infringement.

Respectfully submitted for the firm,



Michael J. Margulies, Architect, AIA

Accepted by: _____

Date: _____

Printed Name: _____

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

FORMAL TERMINATION OF GOLF COURSE LEASE

RESOLUTION: 244-2024

ADOPTED:

WHEREAS, in connection with due diligence concerning Green Acres, the Borough of High Bridge was advised that a Lease dated June 1, 1999, between the Borough of High Bridge and the High Bridge Hills Golf Course, Inc., was recorded; and

WHERE AS, the Lease specifically provided that it was not to be recorded; and

WHERE AS, High Bridge Hills Golf Course, Inc., does not appear to be an active entity; and

WHERE AS, the Lease was for a five-year term: and

WHERE AS, there has been no performance by High Bridge Golf Course, Inc., as required in the Lease for many years, if there ever was any such performance: and

WHERE AS, the Borough is desirous of formally terminating the Lease.

NOW, THEREFORE, BE IT RESOLVED on this 12th day of September 2024, by the Council of the Borough of High Bridge, in the County of Hunterdon and State of New Jersey that the Lease be and hereby is formally terminated and shall be discharged of record.

LEASE

THIS LEASE is made as of the 1st day of June, 1999, between **THE BOROUGH OF HIGH BRIDGE**, a body politic and municipal corporation of the State of New Jersey, having an address of 71 Main Street, High Bridge, New Jersey 08829, hereinafter sometimes referred to as "Landlord," and **HIGH BRIDGE HILLS GOLF COURSE, INC.**, a New Jersey non-profit corporation, having its principal office at 203 Cregar Road, High Bridge, New Jersey 08829, hereinafter sometimes referred to as "Tenant."

WITNESSETH:

WHEREAS, Landlord is the owner of a parcel of land located in: (i) the Borough of High Bridge, Hunterdon County, New Jersey and is shown and designated as Block 20, Lots 1 and 1.01 on the tax map of the Borough of High Bridge; (ii) the Township of Clinton, Hunterdon County, New Jersey and is shown and designated as Block 66, Lot 15 on the tax map of the Township of Clinton; and (iii) the Township of Lebanon, Hunterdon County, New Jersey and is shown and designated as Block 1, Lot 2 on the tax map of the Township of Lebanon; which land is more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Premises is or shall be improved as an 18-hole public golf course, clubhouse, driving range, and other related amenities known as the High Bridge Hills Golf Course (the "Course"); and

WHEREAS, pursuant and subject to the provisions of the Local Lands and Building Law, N.J.S.A. Sections 40A:12-14 and 40A:12-15, Tenant desires to lease the Premises from Landlord and Landlord desires to Lease the Premises to Tenant for the public purpose set forth herein on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rents to be paid and of the mutual terms, covenants and conditions herein contained, Landlord and Tenant do hereby agree to and with each other as follows:

ARTICLE 1

LEASED PREMISES

Section 1.01. Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the Premises upon and subject to the terms and conditions set forth in this Lease. The Premises and Tenant's rights under this Lease are additionally subject to liens, easements, rights of way and encumbrances of record, zoning ordinances and other laws, statutes, regulations and codes, and such matters as an accurate survey of the Premises would reveal.



ARTICLE 2

TERM OF LEASE, CONDITIONS PRECEDENT AND RENT COMMENCEMENT DATE

Section 2.01. Subject to the provisions of Article 22 herein and subject to the terms, covenants and conditions stated herein, the Premises are hereby leased to Tenant for operation as a public golf course, subject to certain conditions precedent set forth in this Article, to have and to hold the same for a period commencing on the date hereof and ending five (5) years from the date hereof (the "Term"), unless sooner terminated pursuant to the terms and conditions of this Lease.

Section 2.02. Tenant's obligation to pay rent and maintenance charges shall commence on the date hereof.

ARTICLE 3

RENT AND OTHER PAYMENTS

Section 3.01. The rent payable shall be made in quarterly installments made one month after the end of each quarter during the Term of this Lease without notice or demand and without abatement, deduction, counterclaim, set-off or defense. Payments of rent and all other payments, if any, required to be made to Landlord shall be in lawful dollars of the United States of America and shall be paid to Landlord at the address set forth above or to such other person and/or to such other place as Landlord may designate from time to time in writing.

Section 3.02. The quarterly rent payable by Tenant from and after the date hereof shall be the sum of Tenant's Quarterly Net Operating Income, as such term is herein defined below:

"Tenant's Quarterly Net Operating Income" shall mean the Quarterly Gross Revenues, as such term is herein defined below, for the previous quarter minus all operating expenses for that quarter which are attributable, in accordance with generally accepted accounting principles, to the use and operating of the Premises as an 18-hole public golf course, clubhouse, driving range, and other related amenities including, without limitation, employee costs, expense reimbursements (including, without limitation, reasonable out-of-pocket travel related expenses), all insurance costs related to the operation of the Premises as an 18-hole public golf course, clubhouse, driving range, and other related amenities and personal and real property taxes; provided, however, such expenses shall include, unless paid by Landlord and not by Tenant, any charges for amortization and depreciation, capital expenditures of up to three (3%) percent of gross revenues per annum, working capital, income taxes, payments of interest or principal on bond financing, Landlord's distributions or overhead allocations or management fees, including base fees and incentive fees, which incentive fees shall be no more than is consistent with maintenance of Tenant's status as a tax exempt charitable organization pursuant to section 5.08 of this Lease.

"Quarterly Gross Revenues" shall mean the total aggregate amount of revenue for the quarter for business done, sales made, and services performed in, on, or from the Premises in its being used as a 18-hole public golf course, clubhouse, driving range, and other related amenities both for cash and on credit (net of credit card discounts), including without limitation, all charges for greens fees, practice range fees, membership fees, annual passes, cart, and other rentals, the gross amount charged for merchandise, food and beverage, dues, and the gross amount received from all other sources and income derived from activities in, on, or from the Premises less any and all actual refunds or credits for returned merchandise, exchanges, and allowances, including allowances for bad debts (provided the purchase price of the merchandise was previously included in Tenant's gross sales), and less all sums collected by Tenant from Tenant's customers and paid by Tenant for all sales, use, value included, and excise taxes on sales and rentals where such taxes are both added to the selling price or charge, stated separately, and paid by Tenant directly to the taxing authorities. As used herein, Quarterly Gross Revenues shall be exclusive of all insurance and condemnation proceeds, and proceeds and sales of equipment and property, other than inventory in the ordinary course of business.

Upon reasonable notice (which may be verbal), representatives of Landlord shall have the right to any time during normal business hours to review all of Tenant's books and records including the general ledger, accounts payable, income statement, balance sheet, and budget variance reports relating to the Premises including, without limitation, Tenant's work papers related to Tenant's preparation of operating statements and calculating any fee that may become due relating to the operation of the Course; such an examination will include the right of Landlord to request an annual financial audit performed by an independent accountant. Additionally, Tenant hereby gives the Landlord the right to exercise, either with Tenant or on its own, any right Tenant may have to examine the books and records of any management company that may be retained by Tenant for the management of the Course, upon reasonable notice (which may be verbal) to Tenant. All expenses related to any such reviews or audits shall be exclusively borne by Landlord (solely from the revenues generated from the operations of the Course) for purposes of this Lease unless such reviews reveal an overpayment of any fees or other amounts in which case Tenant shall pay for the reviews from its own funds. Landlord's exercise of its right of review or to dispute any fee or expense reimbursement claimed by Tenant shall not delay payment of the undisputed portion thereof by Landlord within the time frames set forth herein. However, payment by Landlord of a fee or other amount hereunder shall not constitute a waiver of Landlord's right to subsequently dispute the amount thereof.

Section 3.03 All amounts (other than rent) payable by Tenant under this Lease, including, but not limited to any maintenance charges, whether payable to Landlord or a third party shall be deemed to be additional rent and Landlord shall have the same remedies in the event of a failure to pay the same as are provided for a failure to pay rent. As used herein, the term "rent" shall

be deemed to refer to rent and additional rent, collectively. All rent shall be paid without any abatement, demand, counterclaim or setoff whatsoever.

Section 3.04. Tenant shall be required to pay a late charge equal to the lesser of (i) \$1,000.00 or (ii) five (5%) percent of any installment of rent or additional rent payable hereunder which is not received by Landlord within thirty (30) days of the date when due. Further, if any installment or installments of rent or additional rent accruing hereunder are not paid within thirty (30) days of the date when due, such amounts shall bear and Tenant shall pay interest thereon at a per annum rate (the "Default Rate") equal to the lesser of (i) Chase Manhattan Bank "prime" rate (or if such rate is not available a reasonably equivalent rate selected by Landlord) plus 2% for each month or part thereof that the same remains overdue after thirty (30) days or (ii) the highest rate of interest permitted to be charged under applicable law.

ARTICLE 4
TAXES, ASSESSMENTS, WATER
RENTS, CHARGES, ETC.

Section 4.01. Commencing with the date hereof, Tenant covenants and agrees to pay to Landlord thirty (30) days before the date when due and payable, as additional rent, assessments, use and occupancy taxes, transit taxes, water and sewer charges, interests and rents, charges for public utilities, excises, levies, license or permit fees and all other charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including but not limited to assessments for public improvements or benefits, which shall during the Term hereby demised be laid, assessed, levied, or imposed upon or become due and payable or a lien upon the Property or any part thereof (all of which assessments, water rates or charges, levies and other charges are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable or may at the option of the taxpayer be paid, in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Landlord agrees to elect to pay the same in installments and Tenant shall pay Tenant's Share of the same together with any accrued interest on the unpaid balance of such Imposition in installments to Landlord thirty (30) days prior to date of each installment as the same respectively becomes due and payable and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest; and provided, further, that any Imposition relating to a fiscal period of the taxing authority, a part of which period is included within the Term of this Lease, and a part of which is included in a period of time after the termination of the Term of this Lease, shall (whether or not, during the Term of this Lease, such Imposition shall be laid, assessed, levied, or imposed upon or become due and payable and a lien upon the Premises or any part thereof) be

adjusted as between Landlord and Tenant as of the termination of the Term of this Lease; Landlord shall pay the same proportion of such Imposition which the part of such fiscal period included in the period of time after the termination of the Term of this Lease bears to such fiscal period, and Tenant shall pay the remainder thereof. With respect to any imposition for public improvements or benefits which by law is payable, or at the option of the taxpayer may be paid, in installments, Landlord shall pay the installments thereof which become due and payable subsequent to the termination of this Lease, and Tenant shall pay those installments which become due and payable during the Term of this Lease.

Section 4.02. If at any time during the Term of this Lease or any renewal or extension thereof, the method or scope of taxation prevailing at the commencement of the Term shall be altered or enlarged so as to cause (by way of substitution) the whole or any part of any Imposition now or hereafter levied, assessed or imposed on the real estate and the improvements thereon to be levied, assessed or imposed, wholly or partially as a capital levy, or otherwise, or on the rents received therefrom, or if, by reason of any such alteration or enlargement of the methods or scope of taxation, any tax, corporate franchise tax, assessment, levy (including but not limited to, any municipal, county, state or federal levy), charge or other imposition, or any part thereof, shall be measured by or based in whole or in part, upon the Premises, or the value thereof, and shall be imposed on Landlord or Tenant, then all such taxes, assessments, levies, charges or impositions, on the part thereof so measured or based, shall be deemed to be included within the Impositions payable by Tenant to the extent that such Impositions would be payable if the Premises were the only property of Landlord subject to such Impositions and the rent the only income of Landlord, and Tenant shall pay and discharge the same as herein provided. It is the intention of the parties hereto that the rent to be paid hereunder shall be paid to Landlord absolutely net without deduction of any nature whatsoever, foreseeable or unforeseeable, except as in this Lease otherwise expressly provided. The payment to be made by Tenant pursuant to this section shall be made before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, and Tenant covenants to furnish Landlord, within thirty (30) days after the last date upon which the same is payable as in this section provided, with official receipts or other evidence satisfactory to Landlord that such tax or excise on rents or other tax, has, to the extent aforesaid, been paid. Such tax, excise on rents, or other imposition shall be deemed to be an item of additional rent hereunder.

Section 4.03. Nothing in this Lease contained shall require Tenant to pay any franchise, unincorporated business, estate, inheritance, succession, capital levy or transfer tax of Landlord, or any income, excess profits or revenue tax or any other tax, assessment, charge or levy upon the rent payable by Tenant under this Lease.

Section 4.04. The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any such Imposition, of the nonpayment of any such Imposition, shall be prima facie evidence that such Imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill.

Section 4.05. If required by any mortgagee of Landlord, Tenant agrees to deposit funds for tax payments in escrow with such mortgagee pursuant to the mortgagee's requirements.

ARTICLE 5

USE OF THE PREMISES BY LESSEE

Section 5.01. Tenant shall have the right at its sole cost and expense to use the Premises solely as an 18-hole golf course, clubhouse, driving range, and other related amenities, with facilities and membership open to the general public and subject to any covenants, easements and restrictions presently of record and applicable to the Premises to certain limitations and approvals of Landlord as provided herein, and for no other purpose. Landlord may, but shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises or any improvements constructed thereon throughout the term of this Lease. Tenant hereby assumes full and sole responsibility for the condition, operation, management, construction, repair, replacement and maintenance of the Premises. It is agreed that the Premises shall not be used:

(a) For any purpose which will produce noxious odors or gases or otherwise constitute a nuisance;

(b) To refine, produce, store, handle, transfer process or transport "Hazardous Wastes" or "Hazardous Substances" as such terms are now or may hereafter be defined under N.J.S.A. 58:10-23.11(b)(k); N.J.S.A. 13:1K-6 et. seq. ("ISRA") or N.J.A.C. 7:1-E-Appendix A, as now or hereafter amended or replaced; or

(c) For the installation of any underground storage tank.

Section 5.02. The purpose of this Lease is to allow Tenant to, and Tenant shall, prepare the Premises for construction of the initial improvement and to arrange for the construction, erection and operation of an 18-hole public golf course, clubhouse, driving range, and other related amenities, as further described herein. It is understood and agreed that Tenant will obtain Landlord's written approval of plans for any improvements costing over \$50,000, which approval shall not unreasonably be withheld or delayed beyond thirty (30) days after a written request therefor and which may be provided by a person designated by Landlord for this purpose. Landlord's failure to object shall be deemed consent. Any additional buildings, improvements, alterations or repairs which at any time may take place upon the Premises shall be made subject to Article 6 of this Lease and shall not diminish the value of the improvements constructed on the Premises. Nothing contained herein shall restrict Tenant's right to demolish the improvements at any time erected on the Premises, for the purpose of replacing the same, subject to Article 6 hereof, with improvements equal or greater in value.

Section 5.03. It is hereby covenanted, stipulated and agreed by and between Landlord and Tenant that during the demised term no construction lien shall be suffered against any of the buildings or improvements which at any time may be put upon the Premises, and that in case any construction lien shall be taken or attempted to be taken against the same or any part thereof or interest therein, Tenant shall promptly pay or discharge the same by bonding or escrow monies to cover the same, and that, if Tenant shall do none of the foregoing for fifteen (15) days after written notice of such lien is given to Tenant by Landlord, Landlord shall have the right and privilege at its option to pay off or do any of the above for all or any portion of said lien, and the amount so paid, including reasonable expenses shall, at the option of Landlord, be additional rent due from Tenant at the next rent day after any such payment, with interest thereon at the rate as provided in Section 15.01. It is further agreed, and notice is hereby given, that no mechanic's or other liens shall in any manner or degree affect the claim of Landlord on such building or attach to its rights in the Premises. Nothing in this Lease (nor in any consent given by Landlord under the terms of this Lease) shall be deemed to constitute authorization by Landlord of any contract for improvement of the real property so as to permit a construction lien by Tenant's contractor(s) to attach to Landlord's fee simple interest in the Premises.

Section 5.04. Tenant will indemnify, defend and save Landlord harmless from any claim, liability, judgment, fine, violation, government order or other penalty imposed upon Landlord, including reasonable attorneys' fees incurred in connection therewith, arising out of the use, occupancy, control or management of the Premises by Tenant, its assignees, subtenants or their respective agents, servants, employees or invitees. Landlord will give prompt notice, including copies of all papers and other process served upon it, to Tenant. Tenant, upon written demand from Landlord, will, at its own cost and expense, defend any such proceeding. Nothing herein contained shall be deemed to impose any obligation on Tenant for the acts or omissions of Landlord, its servants, agents or invitees.

Section 5.05. Tenant hereby guarantees completion of the improvements to be constructed initially on the Premises within one (1) year after the date hereof (the "Completion Date"). On or before the date hereof, Tenant will supply to Landlord certificates of insurance evidencing the payment of all insurance premiums required to be paid by Tenant and the carrying by Tenant of an "umbrella" policy of insurance with a limit of Five Million and 00/100 Dollars (\$5,000,000.00) naming Landlord as an insured as its interest may appear.

Section 5.06. Tenant agrees to provide and maintain proper grading and to install, at its sole cost and expense, drainage facilities on the Premises in connection with the initial improvements to be constructed, which drainage facilities shall be subject to Landlord's approval, which will not be unreasonably withheld or delayed, and Tenant shall maintain said facilities during the term of the Lease. Said facilities shall be adequate to prevent, under normal conditions of rainfall, any appreciable spilloff onto the property of any other property owners.

Section 5.07. Tenant agrees that after the Completion Date it shall at all times during the term of this Lease operate an 18-hole public golf course, clubhouse, driving range, and other related amenities on the Premises, which shall be staffed and operated in accordance with the general practice of other golf courses the central Jersey area, shall be open for business on the days and for the hours that other golf courses are generally open, and shall be open to the public at large, provided that membership shall be made available to members of the public who wish to purchase them.

Section 5.08 Tenant shall operate the Course so as to maintain its status as a not for profit corporation of the State of New Jersey and qualify for (or maintain) status as a tax exempt charitable organization pursuant to Section 501(c)(4) or other provisions of the Internal Revenue Code.

ARTICLE 6

ALTERATIONS, ADDITIONS, REPAIRS, ETC.

Section 6.01. Following the issuance of a Certificate of Occupancy of the initial building to be constructed on the Premises, Tenant shall not make any additions, alterations or improvements to the Premises, other than non-structural alterations having a cost of less than \$50,000.00, without Landlord's prior written consent, which consent, if given, shall be given within thirty (30) days after a written request therefor by Tenant. Such consent shall not be unreasonably withheld or unduly delayed beyond thirty (30) days after a written request, provided that all of the conditions contained in this Section 6.01 are satisfied. Landlord's failure to object shall be deemed consent. Tenant agrees that any alterations or improvements (including, but not limited to, any repair or replacement for which Tenant is responsible pursuant to this Article) be they structural or non-structural shall be made in compliance with the following conditions:

(a) No alteration or improvement shall be undertaken until detailed plans and specifications have been submitted to and if required approved in writing by Landlord and any of Landlord's mortgagees.

(b) If requested by Landlord, all alterations and improvements involving an estimated cost of more than \$50,000.00 shall be conducted under the supervision of a licensed architect or engineer, at Tenant's expense.

(c) All alterations and improvements when completed shall be of such a nature as not to diminish, or otherwise adversely affect, the value of the Premises, nor to increase, reduce or otherwise alter in any way the size of any building or the cubic (area) content thereof, nor to change the character of the Premises. All work done by Tenant in connection with any alterations and improvements shall be done promptly and in a good and workmanlike manner and in compliance with all applicable laws, codes and regulations.

(d) Tenant shall, at Tenant's sole cost and expense, at all times when any work is in progress in connection with any alterations or improvements, maintain or cause Tenant's contractors and subcontractors to maintain or cause Tenant's contractors and subcontractors to maintain Builder's Risk Casualty Insurance coverage in the amount of the full replacement cost of any such improvements, and Statutory Worker's Compensation Insurance, covering all persons employed in connection with the work and with respect to whom death or injury claims could be asserted against Landlord, Tenant or the Premises, General Liability Insurance for the mutual benefit of Tenant and Landlord with limits of not less than Five Million (\$5,000,000.00) Dollars in the event of injury to any number of persons in one accident, and with limits of not less than One Million (\$1,000,000.00) Dollars for property damage. All such insurance will be issued by a company or companies authorized to do business in New Jersey and satisfactory to Landlord, and all such policies (or certificates therefor) shall be delivered to Landlord endorsed "premium paid" by the company or agency issuing the same or with other evidence of payment of the premium satisfactory to Landlord and Landlord's Mortgagee.

Section 6.02. In connection with any alteration, addition, repair, replacement, or improvement contemplated by this Article and any repairs or restoration work contemplated by this Article and any repairs or restoration work contemplated by the other terms and conditions of this Lease, Tenant shall comply with all applicable laws, ordinances, orders, rules, regulations and requirements and shall, prior to commencing such work, procure all requisite permits at its own cost and expense. The originals or certified copies of all such approvals, authorizations, and permits, and upon completion of any substantial alteration, addition or improvement, a complete set of reproducible mylar as-built drawings shall be delivered to and retained by Landlord or kept on site and made available to Landlord. Landlord will, on written request from Tenant, execute any documents necessary to be signed on its part to obtain any such permit, provided, however, that Tenant shall discharge any reasonable expense or liability of Landlord in connection therewith. All alterations, additions, and improvements made hereunder by Tenant shall be performed in a first-class workmanlike manner. At all times when any such work is in progress, Tenant shall maintain or cause to be maintained adequate worker's compensation insurance covering all persons employed in connection with the work.

Section 6.03. All the buildings, structures, improvements, alterations and additions constructed or, in the event of Tenant's default prior to the completion of any construction, those partially constructed upon the Premises by Tenant shall become the exclusive property of Landlord upon the expiration of the Term of this Lease or upon any earlier termination thereof and shall remain upon and be surrendered in "as is" condition together with the Premises as a part thereof upon the expiration of the Term of this Lease or upon any earlier termination thereof.

Section 6.04. Tenant shall, at no expense whatsoever to Landlord, throughout the term of this Lease, take good care of the Premises and maintain it for use, at all times, as an 18-hole public golf course, clubhouse, driving range, and other related amenities, and shall not do or suffer any waste with respect thereto. Tenant shall promptly make all repairs to the Premises of

every kind and nature, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, reasonably necessary to keep the Premises in good and lawful order and condition, including, but not limited to, and without in any way limiting the foregoing, repairs to the roof, floors, foundation, structural elements, windows and doors, HVAC, plumbing, electrical, mechanical and other building systems, parking areas, sidewalks, curbs, storm drainage, and exterior lighting. Tenant further agrees to undertake and perform any and all repairs if, when and as required by, and to the satisfaction of, any of Landlord's mortgagees. Tenant shall maintain the Premises for use as golf course. When used in this Article, the term "repairs" shall include repairs, maintenance, replacements, restorations and/or renewals. All repairs made by Tenant shall be performed in a good and workmanlike manner and equal in quality and class to the original work. When the Course is open, Tenant shall keep and maintain all portions of the Premises including, but not limited to, sidewalks and parking areas, in a clean and orderly condition, free of snow (including the treatment of ice), graffiti, dirt and rubbish, and Tenant shall not permit or suffer any overloading of the floors of the Premises.

Section 6.05. Tenant shall permit Landlord and the authorized representatives of Landlord, upon notice which is reasonable under the circumstances, to enter the Premises at all reasonable times during usual business hours for the purpose of exhibiting same to potential purchasers, or inspecting the same and for curing substantial defaults (subject to the applicable notice provisions of this Lease) on the part of Tenant, or at the expense of Tenant, for the performance of any work therein that may be necessary to comply with any laws, ordinances, rules, orders, regulations or requirements of any public authority, or that may be necessary to prevent substantial waste or deterioration in connection with the Premises. Nothing in this Article shall imply any duty upon the part of Landlord to cure any such defaults or to do any such work or relieve Tenant from any of its obligations under this Lease. The performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Tenant or any other occupant of the Premises or part thereof, by reason of making repairs or the performance of any work on the Premises or an account of bringing materials, supplies and equipment into or through the Premises during the course thereof.

ARTICLE 7

INSURANCE

Section 7.01. During the term of this Lease, Tenant shall, either through the Borough of High Bridge or otherwise, at its sole cost and expense, provide and maintain for the benefit of Landlord policies of:

(a) insurance on the entire Premises, including, but not limited to the golf course, as well as any building(s) or improvement(s) it may erect upon the Premises against loss or damage by fire, including extended coverage, in amounts at all times sufficient to prevent Landlord or Tenant from becoming a co-insurer under the terms of the applicable policies, but in any event in an amount not

less than one hundred percent (100%) of the then full insurable value of such building(s) or improvement(s). The term "full insurable value" shall mean actual replacement value (exclusive of cost of excavation, foundations and footings). Such "full insurable value" shall be determined from time to time (but not more frequently than once in any twenty-four (24) calendar months) at the request of Landlord, by one of the insurers or, at the option of Tenant, by an appraiser, engineer, architect or contractor approved in writing by Landlord (which approval shall not be unreasonably withheld) and paid by Tenant. No omission on the part of Landlord to request any such determination shall relieve Tenant of any of its obligations under this Article. In the event of any change in the co-insurance requirements applicable to the Premises by the "Insurance Services Office" of New Jersey or any similar body, or by statute, the policies to be furnished by Tenant shall comply with such change;

(b) workers' compensation insurance covering all persons employed in connection with the initial construction of the proposed building ("construction work") and any substantial alteration, repair(s) or demolition(s) subsequent thereto ("subsequent construction work"). Substantial subsequent construction work shall be work costing in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Premises. Certificates of workers' compensation insurance bearing notations evidencing the payment of premiums or accompanied by other evidence reasonably satisfactory to Landlord of such payment, shall be delivered to Landlord prior to the commencement of any such construction work or subsequent construction work;

(c) general public liability insurance policies in standard form, insuring Landlord with respect to ownership, maintenance and use against liability for injury or damage to persons or property in or upon the Premises, including the sidewalk in front of the same, during the entire Term of this Lease, including the period of construction, alteration or demolition. Said policies shall be written by insurance companies licensed to do business in the State of New Jersey and shall be in the amount of at least Five Million and 00/100 Dollars (\$5,000,000.00) in respect to any one occurrence and in the amount of Three Million and 00/100 Dollars (\$3,000,000.00) in respect of injuries to any one person, and in the amount of One Million and 00/100 Dollars (\$1,000,000.00) in respect of damages to property, and shall contain provision for thirty (30) days' written notice by mail to Landlord of any change or any cancellation of said policy.

(d) Such other insurance (or increased coverages) as Landlord may, from time to time reasonably request as at such time are commonly maintained under similar circumstances or may be required by any of Landlord's mortgagees.

(e) Tenant shall deliver to Landlord duplicate originals or certificates of the insurance policies referred to above, as requested by Landlord or any of Landlord's mortgagees.

Section 7.02. All insurance provided for in Section 7.01 hereof, if readily obtainable, shall be effected under standard form policies, issued by companies licensed to do business in the State of New Jersey. If any of such policies shall not be readily obtainable, the same

may be issued by companies licensed to do business in the United States, which are well rated by National Rating Organizations. All insurance provided for in Section 7.01 hereof and any insurance for fire and extended coverage carried shall include Landlord and any of Landlord's mortgagees as a named insured as their interests may appear. All policies shall be obtained and fully paid for by Tenant.

Section 7.03. Each policy delivered hereunder shall contain an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice to Landlord. Tenant shall procure and pay for renewals of such insurance from time to time and Tenant shall promptly deliver to Landlord certificates thereof at least thirty (30) days before the expiration thereof, if obtainable, or if not obtainable, evidence reasonably satisfactory to Landlord or any of Landlord's mortgagees indicating that the required insurances are in full force and effect.

Section 7.04. At the expiration of the Term of this Lease, all policies which are transferable shall be transferred to Landlord free of all right, title and interest of Tenant and those claiming under Tenant, and Landlord shall pay to Tenant an amount equal to the unearned premiums apportioned as of such expiration date.

Section 7.05. Except as provided in Article 8, Tenant shall not be entitled to any abatement, allowance, reduction or suspension of rent because part or all of the building or improvement(s) shall be untenable owing to the partial or total destruction thereof, and notwithstanding anything herein to the contrary, no such damage or destruction shall affect in any way the obligation of Tenant to pay the rent, additional rent and other charges herein reserved or required to be paid, nor release Tenant of or from any obligation imposed upon Tenant under this Lease.

Section 7.06. Landlord and Tenant hereby release each other from any and all liability or responsibility to each other or anyone claiming through or under them by way of subrogation or otherwise, for any loss or damage caused by fire, lightening, or any of the extended coverage casualties, even if such fire or other casualty shall have been caused by the fault or negligence of Landlord or Tenant, as the case may be, or anyone for whom they may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as Tenant's policies of insurance shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of Landlord to recover thereunder and only to the extent of the proceeds paid under such policies. Tenant agrees that it will request its insurance carriers to include in its policies such a clause or endorsement, and to pay the cost therefor.

ARTICLE 8

DESTRUCTION OF PREMISES BY FIRE OR ELEMENTS

Section 8.01. Notwithstanding any provision of this Lease, or any provision of law now or hereafter in effect, this Lease and the Term hereof, or any renewal, shall not be affected by the

destruction of the Premises, or any building thereon, by reason of fire, the elements or any other cause. The proceeds of any policies insuring the Premises against damage or destruction, or any other claims and recoveries for such damage or destruction, shall belong to Tenant. However, if the Premises shall be rendered substantially untenable for a period of three (3) days or longer, by reason of fire, the elements or other cause, during the last one (1) year of the lease Term, Tenant may, at its sole option, cancel and terminate this Lease by notice to Landlord within ninety (90) days from the date of the damage, in which event the lease Term shall end as of the date of the notice, the rent shall be prorated as of said date, any advance rent shall be refunded to Tenant, and Tenant shall, as a condition of such termination, either demolish the damaged structure or structures, or vacate the Premises in its damaged condition, as Landlord, in its sole discretion which is specifically not subject to arbitration, shall elect by written notice to Tenant within thirty (30) days from the date of the receipt of Tenant's notice of Lease termination.

Section 8.02. In the event that this Lease is not terminated as provided for herein, then all insurance proceeds shall be held in trust by Landlord's mortgagee or another financial institution selected by Landlord and shall be released to Tenant by Landlord's mortgagee or Landlord, as applicable, as the work progresses. All disbursements of insurance proceeds shall be made in compliance with any requirements of any Landlord's mortgagee and the provisions of this Lease. Any interest accruing on the insurance proceeds during the period that the work is progressing shall become part of the insurance fund and utilized for payment of the work. Any funds remaining after completion of the work shall be the sole and separate property of Tenant.

ARTICLE 9

EMINENT DOMAIN

Section 9.01. If, during the Term of this Lease or any extension Term, all or any part of the Premises shall be taken as a result of the exercise of the power of eminent domain (hereinafter referred to as the "proceeding"), the condemnation award shall be apportioned between Landlord and Tenant as follows:

(a) In the event that the condemnation award is separated into an award for the land and an award for the building or buildings and site improvements and land improvements made and erected thereon, the award for the land and any consequential damages to Landlord's reversionary interest in the Premises or Landlord's adjoining property shall be paid to Landlord and the award for the building or buildings and site improvements shall be divided between Landlord and Tenant, with Tenant receiving that percentage of the award for improvements equal to the proportion that the remaining years in the Term of this Lease (including any extension terms exercised by Tenant prior to the date of the taking) bears to the remaining useful life of the primary building on the Premises; provided, however, that in the event of a partial taking in which this Lease is not terminated, Tenant shall be entitled to use the award for Improvements to the extent required to restore the Improvements (which shall be disbursed in the same manner as casualty insurance proceeds under

Section 8.02) and the remaining portion of the award for the Improvements shall be divided proportionately between Landlord and Tenant in the manner previously described.

(b) In the event that the condemnation award is not separated into an award for the land and an award for the building or buildings and site improvements erected thereon, then the parties shall apportion the said award between themselves to provide compensation to Landlord for the land and to Tenant for the building or buildings and land and site improvements. In the event the parties are unable to agree on a formula for distribution then, and in that event, the said question shall be submitted for arbitration.

(c) In either event each party shall be solely responsible for early lien or liens which it may have created on said Premises or its interest therein, and that party's proceeds of the award shall be used solely and exclusively for the satisfaction of its liens. To the extent said proceeds are insufficient to satisfy said party's liens, any deficiency shall be satisfied by the party responsible for the creation of the lien.

(d) It is expressly understood and agreed that Tenant and Landlord shall jointly prosecute any condemnation proceedings, the reasonable costs thereof, including attorneys' fees, experts and miscellaneous costs, to be mutually shared by Landlord and Tenant, and the selection of counsel to be mutually approved by Landlord and Tenant. In any event, neither Landlord nor Tenant shall negotiate a settlement in connection with any condemnation proceedings unless the same shall be mutually agreed upon between Landlord and Tenant.

(e) Notwithstanding anything contained herein to the contrary, Tenant shall not be entitled to any award for the value of the leasehold, as such.

Section 9.02. If the entire Premises, or substantially all of the Premises, shall be taken in said proceeding, then this Lease and all the right, title and interest of Tenant hereunder shall cease and come to an end on the date of the vesting of title and the rent shall be pro-rated as of that date and Landlord shall promptly refund to Tenant any pro-rata advance rent.

Section 9.03. If less than all or substantially all of the Premises are so taken in said proceeding, and such taking substantially impairs Tenant's ability to use the Premises for the purposes set forth in this Lease, then Tenant shall have the option to cancel and terminate this Lease, by notice given within sixty (60) days of the date of vesting of title, and the rent shall be apportioned as of the date of Lease cancellation. As a condition of such cancellation, Tenant shall either demolish and remove all buildings from the Premises or enclose the building by an enclosure substantially similar to the remaining structure so as to restore the building to a fully enclosed structure. Landlord shall have the option, in its sole discretion, to determine whether the building shall be demolished and removed from the Premises or whether it shall be enclosed, which election shall be made within thirty (30) days from the receipt of notice from Tenant of its election to terminate the Lease by reason of such partial taking.

Section 9.04. If Tenant does not elect to terminate this Lease or is not entitled to terminate this Lease by reason of any partial taking, the rent shall be equitably adjusted as of the date of the taking of title and if the parties fail to agree upon such equitable adjustment, the same shall be determined by arbitration.

ARTICLE 10

DEFAULT PROVISIONS

Section 10.01. If any one or more of the following events (herein sometimes called "Events of Default") shall happen:

(a) If default shall be made in the due and punctual payment of any rent or any additional rent payable under this Lease or any part thereof when and as the same shall become due and payable, and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, and if such default shall not have been remedied by Tenant within said thirty (30) days; or

(b) If default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing subparagraph (a) and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, or in the case of a default or a contingency which cannot with due diligence be cured within such period of thirty (30) days, Tenant fails to proceed with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within thirty (30) days that the time of Tenant within which to cure the same shall be extended for such period as may be reasonably necessary to complete the same with all due diligence); or

(c) If there shall be filed an involuntary petition against Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall make an assignment for the benefit of creditors, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy act or any other present or future applicable Federal, State or other statute or law, and, in the event of any of the foregoing which involves an involuntary proceeding wherein Tenant does not acquiesce or consent, Tenant shall fail within thirty (30) days to remedy the situation after the occurrence of such event; or

(d) If Tenant should vacate or abandon the Premises or cease to operate the Premises as a public golf course with membership and access to golf facilities open to the public;

then and in any such event, Landlord at any time thereafter may give written notice to Tenant specifying such Event of Default or Events of Default and stating that this Lease and the term herein

demised shall expire and terminate on the date specified in any such notice, which shall be at least five (5) days after the giving of such notice, and upon the date specified in such notice, this Lease and the Term hereby demised and all rights of Tenant under this Lease shall fully cease, expire and terminate as fully as though such was the date of termination as originally fixed by this Lease and Tenant shall quit and surrender the entire Premises to Landlord.

Section 10.02. Upon any such expiration or termination of this Lease pursuant to Section 10.01 or any termination by summary proceedings or otherwise, Tenant shall quit and peacefully surrender the entire Premises and the then buildings and improvements thereon to Landlord, without any payment therefor by Landlord, and Landlord, upon or at any time after any such expiration or termination may, without further notice, enter upon and re-enter the Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant from the Premises and may have, hold and enjoy the Premises and the buildings and improvements thereon and the right to receive all rental income of and from the same.

Section 10.03. At any time and from time to time after any such expiration or termination pursuant to Section 10.01 or any termination by summary proceedings or otherwise, Landlord may, but shall not be obligated to, relet the Premises or any part thereof, in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions as Landlord, in its uncontrolled discretion, may determine and may collect and receive the rents therefor.

Section 10.04. In the event of any such re-entry, termination of Lease and/or dispossession by summary proceedings or otherwise, Tenant shall not thereby be relieved of its liability and obligations under this Lease, which shall survive any such re-entry, termination and/or dispossession, and in that event: (a) the rent and other charges required to be paid by Tenant up to the time of such re-entry, dispossession and/or termination of Lease, shall become due and payable; and (b) Tenant or the legal representative of Tenant shall also pay Landlord, at Landlord's option:

(a) liquidated damages, in an amount which, at the time of such termination, re-entry or dispossession or removal by the Landlord, as the case may be, is equal to the excess, if any, of the then present value of the installments of rent (including all additional rent), payable hereunder, for the period which would otherwise have constituted the unexpired portion of the then current Term of this Lease (inclusive of any extension term previously exercised by Tenant), over the then present value of the market rental value of the Premises for such unexpired portion of the then current Term (inclusive of any extension term previously exercised by Tenant) of this Lease, discounted at the rate of seven (7.00 %) percent per annum; or

(b) damages (payable in monthly installments, in advance, on the first day of each calendar month following such termination, re-entry or dispossession, and continuing until the date originally fixed herein for the expiration of the then current Term of this Lease) in any amount or

amounts equal to the excess, if any, of the sums of the aggregate expenses paid by the Landlord during the month immediately preceding such calendar month for all such items as, by the terms of this Lease, are required to be paid by the Tenant, plus an amount equal to the amount of the installment of rent which would have been payable by the Tenant hereunder in respect to such calendar month, had this Lease and the Term not been so terminated, and/or had the Landlord not so re-entered, over the sum of rents, if any, collected by or accruing to the Landlord in respect to such calendar month pursuant to such re-letting or any holding over by any subtenants of the Tenant. Any suit for any month shall not prejudice in any way the rights of the Landlord to collect the deficiency for any subsequent month by a similar proceeding. The Landlord, at its option and at Tenant's expense, may make such alterations, repairs and/or decorations in the Premises as in its reasonable judgment the Landlord considers advisable and necessary, and the making of such alterations, repairs and/or decorations shall not operate or be construed to release the Tenant from liability hereunder. The Landlord shall in no event be liable in any way whatsoever for failure to re-let the Premises, or in the event that the Premises are re-let, for failure to collect rent thereof under such re-letting; and in no event shall the Tenant be entitled to receive any excess of such rents over the sums payable by the Tenant to the Landlord hereunder but such excess shall be credited to the unpaid rentals due hereunder, and to the expenses of re-letting and preparing for re-letting as above provided. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by the Landlord to postpone suit until the date when the Term of this Lease would have expired if it has not been terminated under the provisions of this Lease, or under any provision of law, or had the Landlord not re-entered into or upon the Premises.

Section 10.05. Tenant hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any present or future law or statute, or of the institution of legal proceedings to that end, and Tenant, for and on behalf of itself and all persons claiming through or under Tenant, also waives any and all right of redemption or re-entry or repossession or to restore the operation of this Lease in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in case of re-entry or repossession by Landlord or in case of any expiration or termination of this Lease.

Section 10.06. No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 10.07. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease now or

hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by either party of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 11

LANDLORD'S ENTRY DULY AUTHORIZED

Section 11.01. Landlord represents that Landlord's entry into this Lease was duly authorized by a vote of the common council of the Borough of High Bridge on May 27, 1999.

ARTICLE 12

UTILITIES

Section 12.01. Tenant agrees to pay as of the date hereof, all charges, if any, for gas, water, sewer, electricity, heat or any other utility or service supplied to the Premises, and the cost of repair, maintenance, replacement and reading of any meters measuring Tenant's consumption thereof. Tenant expressly agrees that Landlord shall not be responsible for the failure of supply to Tenant of any of the aforesaid, or any other, utility or services.

Section 12.02. Tenant expressly agrees that Landlord is not, nor shall it be, required to furnish to Tenant or any other occupant of the Premises, during the term hereof, any gas, water, sewer, electricity, heat or any other utility, facility, equipment, labor, materials or services of any kind whatsoever.

ARTICLE 13

NO RIGHT OF TENANT TO REQUIRE LANDLORD TO MORTGAGE ITS FEE TITLE AND NO RIGHT OF TENANT TO MORTGAGE LEASEHOLD INTEREST

Section 13.01. During the term of this Lease Tenant shall have no right at any time and from time to time to:

- (a) mortgage this Lease, to assign, pledge or hypothecate it as security for any mortgage, or any replacement or renewal thereof; or
- (b) require Landlord to mortgage or otherwise subordinate its fee title and interest in the Premises to any bank or other lender as security for any construction and/or leasehold mortgage, or any replacement or renewal thereof.

ARTICLE 14

ASSIGNMENT AND SUBLETTING

Section 14.01. (a) Tenant, for itself, its heirs, distributees, successors and assigns, expressly covenants that it shall not by operation of law or otherwise assign, sublet, mortgage or encumber this Lease, or any part thereof, or permit the Premises to be sublet or otherwise used by others without the prior written consent of Landlord in each instance. Any attempt to do so by the Tenant shall be void. The consent by Landlord to any particular assignment, sublet, mortgage, encumbrance, subletting or use of the Premises by others shall not constitute a waiver of Landlord's right to consent to any other assignment, sublet, mortgage, encumbrance or use of the Premises by others.

(b) Without Landlord's prior written consent, this Lease and the interest of Tenant therein, shall not pass by operation of law, and shall not be subject to garnishment or sale under execution in any suit or proceeding which may be brought against or by Tenant or any assignee or sublessee of Tenant. No assignment or subletting by Tenant of this Lease regardless of whether Landlord shall have consented thereto, shall release or relieve Tenant from any of Tenant's obligations to fully perform all of the terms, covenants and conditions in this Lease contained on its part to be performed, nor shall any assignment or transfer of this Lease be effective unless the assignee or transferee shall, at the time of such assignment or transfer, assume, in writing, in recordable form, all terms, covenants and conditions of this Lease thereafter to be performed by Tenant and shall agree to be bound thereby. The foregoing shall apply to Tenant assigning, mortgaging or transferring this Lease as primary security in connection with Tenant's mortgaging of its leasehold interest to any bona fide lending institution, which said assignment, transfer or mortgage shall include the assumption by the mortgagee of the terms, covenants and conditions of this Lease.

Section 14.02. Tenant shall have the privilege, without the consent of Landlord, to assign its interest in this Lease only to a non-profit corporation which is a successor to Tenant either by merger or consolidation or if said assignee is a wholly owned subsidiary of Tenant. However, no such assignment shall be valid unless, within ten (10) days after the execution thereof, Tenant shall deliver to Landlord a duplicate original instrument of assignment, in form and substance satisfactory to Landlord, duly executed by the assignee, in which such assignee shall assume observance and performance of, and agree to be bound by all of the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed.

ARTICLE 15

LANDLORD'S RIGHT TO REMEDY TENANT NON-PERFORMANCE

Section 15.01. Tenant covenants and agrees that if it shall at any time fail to pay any Imposition pursuant to the provisions of Article 4 hereof, or to take out, pay for, maintain or deliver any of the insurance policies provided for in Article 7 hereof, or shall fail to make any other payment

or perform any other act on its part to be made or performed as in this Lease provided, then Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant and without waiving, or releasing Tenant from, any obligations of Tenant in this Lease contained, pay any such Imposition, effect any such insurance coverage and pay premiums therefor, and may make any other payment or perform any other act on the part of Tenant to be made and performed as in this Lease provided, in such manner and to such extent as Landlord may deem desirable, and in exercising any such rights to pay necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. All sums so paid by Landlord and all necessary and incidental costs and expenses in connection with the performance of any such act by Landlord, together with interest thereon at the Default Rate for each month or part thereof that the same remains overdue after thirty (30) days from the date of the making of such expenditure by Landlord, shall be deemed additional rent hereunder and, except as otherwise in this Lease expressly provided, shall be payable to Landlord on demand or at the option of Landlord may be added to any rent then due or thereafter becoming due under this Lease, and Tenant covenants to pay any such sum or sums with interest as aforesaid and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of the rent.

ARTICLE 16

TENANTS'S COMPLIANCE WITH LAWS AND ORDINANCES AND RIGHT TO CONTEST SAME

Section 16.01. Tenant covenants throughout the term of this Lease, at Tenant's sole cost and expense, promptly to comply with all laws and ordinances and the judgments, orders, rules, regulations and requirements of all Federal, State and municipal governments and appropriate departments, commissions, boards and officers thereof, where the Premises are situated, or any other body now or hereafter constituted exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, and whether or not the same require structural repairs or alterations which may be applicable to the Premises, the fixtures thereof and the sidewalks, curbs, if any, adjoining the Premises, or the use or manner of use of the Premises. Tenant shall also comply with all the rules, regulations and requirements of any liability insurance carrier insuring the Premises, insofar as the same affect the condition or use of the Premises.

Section 16.02. Tenant covenants and agrees that it will not violate the terms and conditions of any policies of insurance to be provided by Tenant pursuant to Article 7 of this Lease.

Section 16.03. Tenant shall, at its own cost and expense, obtain and keep in full force and effect any and all necessary permits, licenses, certificates or other authorizations required in connection with the lawful and proper use, occupancy, operation and management of the

Premises including, but not limited to, any required certificate of occupancy, and Tenant shall indemnify and hold harmless Landlord from and against all claims, liability, damage, loss, costs and expenses (including reasonable attorneys' fees) in connection therewith.

Section 16.04. No abatement, diminution or reduction of the rent, or of any additional rent or other charges required to be paid by Tenant pursuant to the terms of this Lease, shall be claimed by, or allowed to Tenant for any inconvenience, interruption, cessation or loss of business or otherwise caused directly or indirectly by any present or future laws, rules, requirements, orders, directions, ordinances or regulations of the United States of America, or of the State, County or City government, or of any other municipal, governmental or lawful authority whatsoever, or by priorities, rationing or curtailment of labor or materials, or by war, civil commotion, strikes or riots, or any matter or thing resulting therefrom or by any other cause or causes, nor shall this Lease be affected by any such causes unless within Landlord's direct control.

Section 16.05. Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirements of the nature herein referred to, and if, by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be held in abeyance without subjecting Tenant or Landlord to any liability of whatsoever nature for failure so to comply therewith or alternatively, Tenant secures Landlord against any such liability by bonding or otherwise in a manner reasonably satisfactory to Landlord, Tenant may postpone compliance therewith until the final determination of any proceedings, provided that all such proceedings shall be prosecuted with all due diligence and dispatch; and in any event, Tenant covenants and agrees to indemnify, and defend Landlord and hold Landlord harmless from liability in connection with the foregoing proceedings.

ARTICLE 17

NOTICES AND CERTIFICATES

Section 17.01. All notices, demands and communications (herein referred to as "notices") hereunder shall be deemed properly served or given if (i) delivered personally, (ii) sent by nationally recognized overnight delivery service for next day delivery, or (iii) sent by United States registered or certified mail, return receipt requested.

(a) Any such notice to be given to Landlord shall be addressed as follows:

Borough of High Bridge
c/o Claire A. Knapp, Borough Clerk
71 Main Street
High Bridge, NJ 08829

With a copy to:

Peter A. Buchsbaum, Esq.
Greenbaum, Rowe, Smith, Ravin, Davis & Himmel
P. O. Box 5600
Woodbridge, NJ 07095

(b) Any such notice to be given to Tenant shall be addressed as follows:

High Bridge Hills Golf Club, Inc.
203 Cregar Road
High Bridge, NJ 08829

Section 17.02. Any notice shall be deemed served on the date of any personal service one (1) day after sending by nationally recognized delivery service, or upon the date indicated on the postal receipt if served by United States registered or certified mail. In the event any notice forwarded by registered or certified mail shall be refused by the addressee, said notice shall be forwarded by regular mail, with sufficient postage prepaid thereon, and shall be deemed received on the first business date following the posting thereof.

Section 17.03. Either party may change the address at which it receives notices by giving the other at least fifteen (15) days' written notice thereof.

Section 17.04. Each party hereto agrees at any time and from time to time, upon not less than ten (10) days' prior written request by the other party, to execute, acknowledge and deliver to the other party or to any other person designated by the other party (such as any purchaser, mortgagee or assignee or prospective purchaser, mortgagee or assignee) a statement in writing certifying to (1) the current status of the Lease, (2) specifying non-default if that be the case, or the nature of the default, if there be any, (3) stating the modifications thereto, if any, and the dates to which the rental and other charges have been paid in advance, if any, (4) setting forth the current rental, and (5) such other matters as may be reasonably requested by an institutional lender; it being intended that any such statement delivered pursuant hereto may be relied upon by the party to whom it is addressed including any prospective purchaser, mortgagee or assignee, or any assignee of any mortgage covering the Premises.

ARTICLE 18

SURRENDER

Section 18.01. Tenant shall upon the expiration or earlier termination of this Lease for any reason whatsoever surrender to Landlord the building, structures, fixtures and building equipment upon the Premises, together with all additions, alterations and replacements thereof, in good condition, less damage by the elements (not caused by Tenant's negligence), casualty and ordinary wear and tear. However, nothing herein contained shall be deemed to prevent Tenant or any subtenant from removing any movable trade fixtures, machinery provided any damages resulting from such removal shall be repaired. Tenant's obligations hereunder shall survive expiration or termination of this Lease.

ARTICLE 19

QUIET ENJOYMENT

Section 19.01. Landlord covenants and agrees that Tenant, upon paying the rent and all other charges herein provided for and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of the Lease free from interference by Landlord or anyone claiming by, through or under Landlord.

ARTICLE 20

COVENANT RUNNING WITH LAND AND BINDING HEIRS AND SUCCESSORS

Section 20.01. All reference to the parties to this Lease, and all covenants, terms, conditions and agreements of this Lease, shall be deemed and construed to apply to and be binding upon them and their respective successors and assigns, except as herein expressly stated to the contrary, as if they were in each case fully named and stated. All covenants, conditions, terms and agreements of this Lease are intended as, and shall be deemed and construed to be, covenants running with the land.

ARTICLE 21

NON-RECORDATION

Section 21.01. It is understood and agreed between the parties hereto that this Lease will not be recorded.

ARTICLE 22

LANDLORD'S OPTION TO TERMINATE

Section 22.01. Notwithstanding anything in this Lease to the contrary, Landlord, upon its sole discretion, shall have the right, after the first year of the Term of this Lease, to terminate this Lease; provided, however, that to terminate this Lease, Landlord must give Tenant at least ninety (90) day's written notice.

Section 22.02 Upon the termination of this Lease as provided in this Section 22, the parties hereto shall have no further rights or liabilities under this Lease except those rights and liabilities which expressly survive termination of this Lease. However, Landlord agrees that termination pursuant to this Article 22 shall not affect the continued validity of any management agreement into which Tenant has entered for management of the Course which agreement shall remain in full force and effect in accordance with its terms.

ARTICLE 23

LANDLORD'S RIGHT OF ENTRY

Article 23.01. Landlord and Landlord's agents and representatives shall have the right to enter into or upon the Premises, or any part thereof, at all reasonable hours for the following purposes: (1) examining the Premises, provided that there is no unreasonable interference with the conduct of Tenant's business; (2) making such repairs or alterations therein as may be necessary in Landlord's reasonable judgment for the safety and preservation of any improvements on the Premises; or (3) showing the Premises to prospective new tenants during the last year of the Term. However, Landlord shall give Tenant five (5) days prior written notice before commencing any non-emergency repair or alteration.

Section 23.02. Landlord may enter upon the Premises at any time in case of emergency without prior notice to Tenant.

Section 23.03. Landlord, in exercising any of its rights under this Article 23, shall not be deemed guilty of an eviction, partial eviction or disturbance of Tenant's use or possession of the Premises and shall not be liable to Tenant for same.

Section 23.04. Any work performed by or on behalf of Landlord in or on the Premises pursuant to this Article 23 shall be performed with as little inconvenience to Tenant's business as possible, and in such manner as to not unreasonably interfere therewith.

ARTICLE 24

SUBORDINATION AND ESTOPPEL

Article 24.01. Tenant agrees that this Lease is subject and subordinate to the lien of any mortgages or deeds of trust now on or which at any time may be made a lien upon the Premises, and to all advances made or hereafter to be made upon the security thereof. This subordination provision shall be self operative and no further instrument of subordination shall be required, provided, however, that Tenant agrees to execute and deliver, upon request, such further instrument or instruments confirming this subordination as shall be desired by Landlord or by any mortgagee or proposed mortgagee of the Premises; and Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such instrument or instruments. Tenant further agrees that at the option of the holder of any mortgage or of the trustee under any deed of trust securing the Premises, this Lease may be made superior to said mortgage or deed of trust by the insertion therein of a declaration that this Lease is superior.

Section 24.02. Tenant agrees at any time and from time to time upon not less than ten (10) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord, or to any party designated by Landlord, a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified) and stating the modifications, (b) the dates to which the rent and

additional rent have been paid, (c) that there are no Events of Default or events which with the passage of time and failure to cure would become Events of Default (or stating such as may exist), and (d) that there are no breaches by Landlord of its covenants and obligations to Tenant (or stating such as may exist), it being intended that any such statement delivered pursuant to this Paragraph 24.02 may be relied upon by a prospective purchaser of Landlord's interest or a mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in the Premises.

Section 24.03. At the option of the holder of any mortgage, Tenant agrees to attorn to such holder or other person or entity ("Purchaser") who acquires Landlord's interest in the Premises by foreclosure or deed in lieu of foreclosure, in which event the terms of this Lease shall remain in full force and effect. Tenant further agrees that Tenant shall not hold such Purchaser (i) liable for failure of Landlord to perform any of its obligations under the Lease accruing prior to the date the Purchaser shall become the owner of the Premises, (ii) subject to any offsets, defenses, abatements or counterclaims accrued against Landlord prior to the date the Purchaser shall become the owner of the Premises, (iii) liable for return of any rental security deposit under the Lease unless the Purchaser has actually received such deposit, (iv) bound by any payments made by Tenant more than one (1) month in advance unless such sums are actually received or expressly approved by the mortgagee or the Purchaser, or (v) bound by an agreement amending, assigning, subleasing, or terminating the Lease made without the mortgagee's prior written consent prior to the time the Purchaser succeeded to the Landlord's interest.

Section 24.04. Tenant agrees to make any change or amendment to this Lease as may be reasonably required by any institutional lender making a first mortgage loan on the Premises; provided that no such change shall increase any of Tenant's obligations or materially change Tenant's obligations to its detriment hereunder nor decrease the size or location of the Premises or decrease Tenant's rights under the Lease.

Section 24.05. If requested in writing by any of Landlord's mortgagees, Tenant agrees to give such mortgagee prompt written notice of any alleged default by Landlord hereunder, and afford to such mortgagee a reasonable opportunity to cure any such default.

Section 24.06. To the extent Landlord's consent or approval is required as to any matter under this Lease, Landlord shall not be deemed to have unreasonably withheld such consent or approval if the consent or approval of the holder of any mortgage is required by the terms of such holder's mortgage and loan documents and such holder does not consent or approve.

ARTICLE 25

LANDLORD'S RESERVED RIGHTS

Section 25.01. Landlord expressly reserves the right to alter, modify, diminish or reasonably change the Premises, including but not limited to, the right to construct signs, buildings and other permanent improvements on the Premises, and to alter, demolish or expand the existing buildings on the Premises not needed for the operation of the golf course on the Premises.

ARTICLE 26

LANDLORD'S LIABILITY

Section 26.01. Neither Landlord nor any agent or employee of Landlord shall be liable to Tenant for any injury or damage to Tenant or to any other person or for any damage to, or loss (by theft or otherwise) of Tenant's property or of property of any other person, irrespective of the cause of such injury, damage or loss, unless caused by or due to the sole negligence of Landlord, its servants, agents or employees without contributory negligence on the part of Tenant.

Section 26.02. Tenant agrees to take such steps as it may deem necessary and adequate for the protection of itself, and its servants, agents, employees, invitees and licensees and the property of the foregoing, by insurance, as a self-insurer or otherwise.

ARTICLE 27

TENANT'S LIABILITY

Section 27.01. Tenant shall indemnify, defend and hold Landlord and its agents and employees harmless from and against (a) any and all claims (i) arising from (x) the conduct or management of the Premises or of any business therein, or (y) any work or thing whatsoever done, or any condition created in or about the Premises during the Term of this Lease and during the period of time, if any, prior to the date hereof that Tenant may have been given access to the Premises, or (ii) arising from any negligent or otherwise wrongful act or omission of Tenant or its employees, agents or contractors, or (iii) by reason of any breach, violation or nonperformance by Tenant, its agents, servants, employees, invitees or licensees of any covenant or provision of this Lease, and (b) all costs, expenses (including reasonable attorney fees), damages and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon. In case of any action or proceeding by Tenant brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall resist and defend such action or proceeding (by counsel reasonably satisfactory to Landlord). Any such costs, expenses, damages and liabilities shall be deemed additional rent, due in the next calendar month after it is incurred. The provisions of this Article shall survive the expiration or sooner termination of this Lease.

ARTICLE 28

DEFINITION OF LANDLORD

Section 28.01. The term "Landlord" as used in this Lease means only the owner for the time being of the Premises. Subject to the termination provisions set forth in Article 22 of this Lease, in the event of any transfer of title of the Premises, the transferring Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, the transferee shall be the new Landlord and responsible for all obligations of Landlord thereafter arising, and this Lease shall be deemed and construed as a covenant running with the land without further agreement between the parties or their successors in interest.

Section 28.02. No Personal Liability. Notwithstanding anything to the contrary in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord and Tenant, that there shall be absolutely no personal liability on the part of Landlord, Tenants its successors, assigns or any mortgagee in possession, with respect to any of the terms, covenants and conditions of this Lease, and that each party shall look solely to each other's equity in the improvements on the Premises and Premises, for the satisfaction of each and every remedy in the event of any breach by either party of any of the terms, covenants and conditions of this Lease to be performed by either party such exculpation of liability to be absolute and without any exceptions whatsoever.

ARTICLE 29

ENVIRONMENTAL

Section 29.01. Tenant covenants not to possess, use, store, process, spill or discharge any hazardous substances, wastes, materials, or other substances (collectively "Hazardous Substances") regulated under any federal, state or local environmental statute (collectively, "Environmental Laws") upon the Premises or any adjacent lands. In the event of any such discharge, Tenant shall immediately notify Landlord, and shall, at Tenant's sole cost and expense, immediately take any and all actions required by law or any of Landlord's mortgagees with respect thereto. Tenant shall obtain and comply with any and all required environmental permits.

Section 29.02. Tenant agrees to remove and clean up any Hazardous Substances at any time upon notice from Landlord and, in any event, prior to cessation of operation or termination of this Lease. In the event that the clean-up is not completed prior to the termination date of this Lease, Tenant shall be deemed to be a hold-over tenant and all the obligations of Tenant under the Lease shall continue until such completion including, but not limited to, the Tenant's obligation to pay rent; provided, however, that Tenant's rights under the Lease shall not include any possessory right but shall be limited to a right of access for the sole and limited purpose of completing the required clean-up.

Section 29.03. Landlord shall have the right to inspect the Premises and surrounding lands and waters and to conduct environmental surveys and testing of any nature whatsoever (collectively "Inspection"), at any time. Landlord's right to conduct Inspection shall include, without limitation, a right of access to all portions of the Premises for testing and a right to inspect all of Tenant's raw materials, processes, work in progress, finished products, machinery, waste disposal procedures, waste disposal equipment and waste materials, and the right to remove samples of any of the foregoing analysis. Landlord shall pay the cost of such Inspection unless any one or more of the following conditions are applicable, in which event the entire cost and expense of the Inspection shall be borne by the Tenant:

(1) the Inspection is required by any governmental authority having jurisdiction ("Environmental Regulator") or any mortgagee of Landlord; or

(2) the Inspection reveals any unlawful environmental contamination of or discharge on the Premises; or

(3) the Inspection is the result of or in response to any discharge, spill or contamination of the Premises, or any clean-up of any of the foregoing.

As used herein, the costs and expenses of Inspection shall include all costs directly related to such Inspection, and/or as may be required by any governmental authority in the formulation of a clean-up plan or otherwise.

Section 29.04. Landlord shall have the right of injunctive relief to enforce any and all of Tenant's obligations under this Article.

Section 29.05. Landlord shall have the right to remedy, at Tenant's sole cost and expense, which shall be due from Tenant upon demand as additional rent, any environmental contamination revealed by any Inspection or clean-up required by any Environmental Regulator, in the event Tenant fails to remediate such contamination promptly in accordance with applicable law.

Section 29.06. All rights and remedies of the Landlord under this Article are cumulative and in addition to any other rights or remedies provided to Landlord elsewhere in this Lease or pursuant to applicable law. In the event of any conflict between the provisions of this Article and the other provisions of this Lease, the provision which gives the greater protection to the Landlord shall control.

Section 29.07. If any Environmental Law (such as the CERCLA) is modified or amended, or if any future environmental statute or regulation imposes obligations relating to Hazardous Substances, then Tenant shall have the responsibility of complying with the statute and/or regulation and Tenant shall assume the cost of said compliance and agrees to indemnify and save Landlord harmless from and against any and all liability, loss, costs and expenses, including reasonable attorneys' fees arising out of these statutes or regulatory obligation.

Section 29.08. The provisions of this Article 29 shall survive termination or expiration of this Lease.

ARTICLE 30

MISCELLANEOUS

Section 30.01. Entire Agreement. This Lease contains the entire agreement between the parties, and any attempt hereafter made to change, modify, discharge or effect an abandonment of it in whole or in part shall be void and ineffective unless in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

Section 30.02. Jury Trial Waiver. LANDLORD AND TENANT DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM

BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM, INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. In the event Landlord commences any summary proceeding for possession of the Premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, other than a compulsory counterclaim which would be forfeited if not so asserted.

Section 30.03. Brokers. Landlord and Tenant represent that they have not dealt with any real estate broker in connection with this Lease.

Section 30.04. Separability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and all other terms and provisions of this Lease shall be valid and enforced to the fullest extent permitted by law.

Section 30.05. Interpretation. (a) Whenever in this Lease any words of obligation or duty are used, such words or expressions shall have the same force and effect as though made in the form of covenants.

(b) Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

(c) All pronouns and any variations thereof shall be deemed to refer to the neuter, masculine, feminine, singular or plural as the identity of the Tenant requires.

(d) This Lease shall be strictly construed neither against Landlord nor Tenant. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land.

(e) If, and to the extent that, any of the provisions of any Rider to this Lease conflict or are otherwise inconsistent with any of the preceding provisions of this Lease, whether or not such inconsistency is expressly noted in the Rider, the provisions of the Rider shall prevail.

(f) Tenant agrees that all of Tenant's covenants and agreements herein contained providing for the payment of money and Tenant's covenant to remove construction liens shall be deemed conditions as well as covenants, and that if default be made in any such covenants and is not cured within any applicable cure period, Landlord shall have all of the rights provided for herein.

(g) The parties mutually agree that the headings and captions contained in this Lease are inserted for convenience of reference only, and are not to be deemed part of or to be used in construing this Lease.

(h) The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns except as otherwise provided herein.

(i) Wherever Tenant is required to do anything to the satisfaction of Landlord it shall be deemed that reasonable satisfaction of Landlord will be sufficient. Whenever Landlord has agreed not to unreasonably withhold or delay its consent, Landlord shall not be deemed to have unreasonably withheld or delayed its consent or approval if such consent or approval shall be subject to the consent or approval of any ground lessor or mortgagee by the terms of the instrument creating such interest, and such ground lessor or mortgagee shall have refused to, or delayed in, giving the same. Further, with respect to any provision of this Lease which provides, or is held to provide that Landlord shall not unreasonably withhold or unreasonably delay any consent or any approval, Tenant, in no event, shall be entitled to make, nor shall Tenant make, any claim for, and Tenant hereby waives any claim for money damages; nor shall Tenant claim any money damages by way of set off, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval; but Tenant's sole remedy shall be to seek specific performance of the consent or approval in question.

(j) This Lease has been executed and delivered in the State of New Jersey and shall be construed in accordance with the law of the State of New Jersey, and Landlord and Tenant acknowledge that all of the applicable law of the State of New Jersey is superimposed on the rights, duties and obligations of Landlord and Tenant hereunder and this Lease shall not otherwise provide that which such law prohibits.

(k) Landlord has made no representations or promises with respect to the Premises, except as expressly contained herein. Tenant has inspected the Premises and agrees to take the same in an "AS IS" condition, except as otherwise expressly set forth.

Section 30.06. Counterparts. This Lease is being executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 30.07. No Waiver. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the

monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, additional rent or other charge, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent, additional rent or other charge, or pursue any other remedy in this Lease provided. No act or thing done by Landlord or Landlord's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or Landlord's agent shall have any power to accept the keys of the Premises prior to the termination of the Lease and the delivery of keys to any such agent or employee shall not operate as a termination of the Lease or a surrender of the Premises.

Section 30.08. The submission of this Lease for examination and/or signature does not constitute a reservation of, or option for, the Premises, and the Tenant has hereunto affixed its signature with the understanding that this Lease shall not become effective or in any way bind the Landlord until such time as the same has been approved and executed by Landlord and a copy thereof delivered to Tenant.

Section 30.09. (a) Every term, condition, agreement or provision contained in this Lease shall be deemed to be also a covenant.

(b) The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means or redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease.

(c) The failure of Landlord to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Lease herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision or agreement. A receipt and acceptance by Landlord of rent or any other payment, or the acceptance of performance of anything required by this Lease to be performed by Tenant, with knowledge of the breach by Tenant of any terms, covenants, conditions, provisions or agreements of this Lease, shall not be deemed a waiver of such breach nor shall any such acceptance of rent or any other payment in a lesser amount than as herein provided for (regardless of any endorsement on any check, or any statement in any letter accompanying any payment of rent or any other payment) operate or be construed either as an accord and satisfaction or in any manner other than as a payment on account of the earliest rent or any other payment then unpaid by Tenant. No waiver by Landlord or any term, covenant, condition, provision or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

(d) In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of any violation or attempted or threatened violation, of any of the terms, covenants, conditions, provisions or agreements of this Lease.

(e) This Lease may not be changed, modified or discharged orally but only by an agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought.

(f) For the purposes of any suit brought or based hereon, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained on this Lease on successive periodic sums which mature hereunder.

(g) Tenant shall pay, upon demand, all of the Landlord's reasonable costs, charges and expenses, including the reasonable fees of counsel, agents and others retained by Landlord, incurred in enforcing Tenant's obligations hereunder.

Section 30.10. Holdover. If Tenant continues in occupancy of the Premises after the expiration of the term of this Lease, such occupancy shall not be deemed to extend or renew the term of this Lease, but shall be deemed to create a tenancy from month to month upon the terms, covenants and conditions (including the additional rent) set forth in this Lease. The provisions of this Article shall not be construed to relieve Tenant from liability to Landlord for damages resulting from any such holding over.

IN WITNESS WHEREOF, the said parties have caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

WITNESS:



BOROUGH OF HIGH BRIDGE, Landlord

By: [Signature]

WITNESS:

HIGH BRIDGE HILLS GOLF COURSE, INC.,
Tenant

[Signature]

By: [Signature]

EXHIBIT A

Metes and Bounds Description of Premises:

BEGINNING at a point in the travelled way of Cregar Road, said point also being the termination of the ninth course in the description of a 93.40 acre tract of land conveyed by Mary E. Swan to Paul and Margaret Uhlig by deed dated February 7, 1953, and recorded at the Hunterdon County Clerk's Office in Book 526 of Deeds on page 85, and running thence by the following three courses by lines running within said Cregar Road;

1. North 81 degrees 00 minutes 43 seconds East 276.93 feet to a railroad spike found; thence,
2. North 64 degrees 55 minutes 43 seconds East 1,210.39 feet to a point; thence,
3. North 54 degrees 46 minutes 05 seconds East 287.29 feet to a point at or near the intersection of the travelled ways of Cregar Road and West Main Street; thence,
4. by a line running within the right-of-way of West Main Street, South 53 degrees 10 minutes 35 seconds East 268.56 feet to an iron pin found on the easterly edge of the travelled way of said West Main Street; thence,
5. by a line which runs along said West Main Street, South 15 degrees 50 minutes 12 seconds East 499.51 feet to an iron pin found; thence,
6. by a line which at first runs along a subdivision known as Woodglen Manor and then along a subdivision known as Jenny Jump Knolls, South 13 degrees 04 minutes 42 seconds East 1,318.69 feet to an iron pin found; thence,
7. by a line running along a subdivision known as West High Bridge Heights, South 75 degrees 42 minutes 29 seconds West, 1,001.51 feet to a iron pipe found just westerly of a small brook; thence,
8. by a line running along lands belonging now or formerly to John S. and Phyllis R. Bitow, South 06 degrees 28 minutes 12 seconds East 648.22 feet to an iron pipe found just westerly of the aforementioned brook) thence,
9. by a line which at first runs along said lands of Bitow and then along lands belong now or formerly to John S. Bitow, North 85 degrees 57 minutes 37 seconds West 434.55 feet to an iron pin found at the termination of course No. 1 as contained in the description of the aforementioned 93.40 acre tract of land as set forth in Book 526 of Deed on Page 85; thence,
10. by a line which continues along said lands of Bitow and along lands now or formerly of John and Phyllis Bitow, et als, South 52 degrees 40 minutes 04 seconds West 1,577.42 feet to a point in the easterly right-of-way line of New Jersey State Highway Route 31; thence by the following two courses running along said easterly right-of-way,
11. North 11 degrees 56 minutes 00 seconds West 2,205.14 feet to a concrete monument found at a point of curvature; thence,
12. by a curve to the right with a radius of 3,779.83 feet, an arc length of 2.36 feet, with a central angle of 00 degrees 02 minutes 09 seconds whose chord bears North 11 degrees 54 minutes 56 seconds West 2.36 feet to an iron pipe found; thence,
13. along lands now or formerly of Frederick and Vondella Plushanski, North 78 degrees 09 minutes 26 seconds East 503.64 feet to a point; thence,

14. still along said Plushanski and along lands now or formerly of Frances Cannariaro, lands now or formerly of Martin N. and Eileen Adams, and land now or formerly or Ridge Plaza, North 11 degrees 44 minutes 06 seconds West 825.20 feet to a point in the travelled way of said Cregar Road; thence,
15. within said travelled way, South 83 degrees 52 minutes 03 seconds East 465.00 feet to the Place of Beginning

All bearings being in accordance with the meridian as shown on New Jersey State Highway Department General Property Parcel Map - Route 30, Section 8, dated February 1930 and the tract or parcel containing a calculated area of 144.78 acres of land, more or less (6,306.739 S.F.) as surveyed in August of 1996 by H. Clay McEldowney, P.D., L.S., N.J. license No. 20891.

SUBJECT to the rights of the public in or to that portion of the above-described parcel which lies within the existing road right-of-way of Cregar Road which runs along course 1 through 3 above.

SUBJECT also to the rights of the public in and to that portion of the above-described parcel which lies within the existing road right-of-way of West Main Street which runs along courses 4 and 5 above.

SUBJECT also to a pole line easement to New Jersey Power and Light Company for poles along West Main Street as set forth in Book 625 of Deeds on page 432.

SUBJECT also to that portion of a 250-foot wide easement to New Jersey Power and Light Company which lies within the above-described tract as set forth in Book 544 of Deeds on page 46.

SUBJECT also to possible water rights to High Bridge Borough as set forth in Book 315 of Deeds on page 177.

SUBJECT also to a pole line easement to New Jersey Power and Light Company as set forth in Book 346 of Deeds on page 563.

SUBJECT also to a pole line easement to New Jersey Power and Light Company for poles running along the farm drive from Cregar Road to service the dwelling as set forth in Book 670 of Deeds on page 458.

SUBJECT to any other easements or restrictions either recorded or unrecorded.

SUBJECT to any right-of-way granted to any public utility.

Together with rights for a water line as set forth in Book 581 of Deeds on page 449.

Being the same lands and premises described in a deed dated July 16, 1990, from Richard C. Uhlig, Executor of the Estate of Margaret Uhlig, to Richard C. Uhlig and Viola Whispell, Co-Trustees, recorded at the Hunterdon County Clerk's Office in Book 1045 of Deeds on page 1038; and described in a deed dated November 6, 1990, from Richard C. Uhlig, Executor of the Estate of Margaret Uhlig to Richard C. Uhlig, Executor of the Estate of Margaret Uhlig, recorded at the Hunterdon County Clerk's Office in book 1050 of Deeds on page 497; and described in a deed dated January 4, 1954, from Wade E. Griswold and Marjorie M. Griswold, his wife, to Paul Uhlig and Margaret Uhlig, his wife, recorded at the Hunterdon County Clerk's Office in book 535 of Deeds on page 437; and described in a deed dated October 2, 1941, from Leslie Miller, et ux, to Paul R. Uhlig, et ux, recorded at the Hunterdon County Clerk's Office in Book 431 of Deeds on page 294.

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
CURRENT FUND			
36 - AMBASSADOR MEDICAL SERVICES	PO 30224 DPW - OE - RANDOM DRUG/ALCOHOL TEST INVO	200.00	200.00
2822 - ANTHONY FREZZA	PO 30683 DPW - OE - BOOTS / CDL	250.00	250.00
2934 - APPROVED ENERGY II, LLC	PO 30751 ELECTRIC - 9 RIVER RD - ACCT #80313799-3	38.23	38.23
2730 - AT&T MOBILITY	PO 30390 WIRELESS DEVICES	489.13	489.13
2025 - BANK OF AMERICA	PO 30203 BUILDINGS & GROUNDS/WATER/SPECIAL EVENTS	2,743.72	
	PO 30849 POLICE - OE - MAINTENANCE CONTRACTS	1,260.00	4,003.72
2791 - BOB JOHNSON'S COMPUTER STUFF INC	PO 30698 POLICE - OE - EQUIPMENT REPAIR	37.00	37.00
46 - CALIFON LUMBER	PO 30208 DPW - OE - HARDWARE	707.31	
	PO 30785 GOLF - OE	320.89	1,028.20
2903 - CIOCCA CDJR, INC	PO 30820 POLICE - OE - VEHICLE REPAIR 14-11	102.71	102.71
2896 - CIOCCA FMFL, INC	PO 30773 POLICE - OE - VEHICLE REPAIR 14-16	612.00	
	PO 30819 POLICE - OE - VEHICLE REPAIR 14-03	3,540.22	4,152.22
1398 - COLLIERS ENGINEERING & DESIGN	PO 29695 WEST MAIN STABILIZATION - FEMA - DRUDE	12,986.25	12,986.25
1398 - COLLIERS ENGINEERING & DESIGN	PO 30764 GRANT - \$4M - HIB0168 - HIGHLAND AVE WAT	55,468.75	55,468.75
1398 - COLLIERS ENGINEERING & DESIGN	PO 30854 GRANT - \$4M - BUNNVALE	66,368.45	66,368.45
987 - COMCAST	PO 30256 POLICE - INTERNET - 2024 - A/C 8499-0527	490.37	490.37
987 - COMCAST	PO 30257 INTERNET/PHONE - BOROUGH HALL - ACCT #84	1,280.38	1,280.38
987 - COMCAST	PO 30258 INTERNET/PHONE - FIRE DEPT - ACCT # 8499	645.28	645.28
987 - COMCAST	PO 30259 DPW - INTERNET A/C 8499 05 271 0008535	387.50	387.50
987 - COMCAST	PO 30260 INTERNET - COMMONS ACCT# 8499-0527-10126	299.57	299.57
987 - COMCAST	PO 30261 INTERNET - SOLITUDE - ACCT # 8499-05-271	389.48	389.48
2820 - COMMON SENSE FOR ANIMALS	PO 30389 ACO ANIMAL IMPOUND - MONTHLY	1,223.00	1,223.00
213 - COUNTY OF HUNTERDON	PO 30669 BUILDINGS & GROUNDS - OFFICE - ENVELOPES	486.00	486.00
2770 - DAVID BANKS	PO 30672 WATER / DPW - OE - EQUIPMENT - REIMBURSE	20.60	20.60
1349 - DEER CARCASS REMOVAL SERVICE LLC	PO 30613 BUILDINGS & GROUNDS - DEER CARCASS REMO	228.00	228.00
2899 - DEFENSE TECHNOLOGY, LLC	PO 30414 POLICE - OE - SEMINARS/DUES/MEMBERSHIPS	225.00	225.00
2773 - DeMAIO ELECTRICAL CO., INC	PO 30581 WATER CAPITAL - WATER SYSTEM UPGRADES	42,684.71	42,684.71
2086 - E-Z PASS	PO 30828 B&G POLICE - OE - MISC	50.00	50.00
2086 - E-Z PASS	PO 30847 DPW - OE - MISC - ACCT 2000 1237 3769 6	100.00	100.00
160 - ELIZABETHTOWN GAS	PO 30248 HEATING - BOROUGH HALL - ACT#7795355339	37.92	37.92
160 - ELIZABETHTOWN GAS	PO 30250 HEATING - BORO GARAGE - ACCTS # 50386045	2,017.83	2,017.83
90 - FIRST ENERGY	PO 30265 STREET LIGHTING - 27 MAIN STREET - STREE	28.11	28.11
90 - FIRST ENERGY	PO 30267 STREET LIGHTING - SNACK SHACK - WASHINGT	168.99	168.99
90 - FIRST ENERGY	PO 30268 STREET LIGHTING - 72 MAIN STREET - STREE	36.01	36.01
90 - FIRST ENERGY	PO 30277 STREET LIGHTING - SEPT 2024 - ACCT#20000	6,630.01	6,630.01
90 - FIRST ENERGY	PO 30349 ELECTRIC - NORTHWOOD AVE - ACCT#100 154	415.07	415.07
714 - FLEMINGTON DEPARTMENT STORE	PO 30803 POLICE - OE - UNIFORMS/CLOTHING SCHAFER	89.95	89.95
2790 - FOLEY INC	PO 30400 DPW - OE - VEHICLE	2,341.36	2,341.36
190 - FRANK RYMON & SONS, INC	PO 30572 DPW - OE - EQUIPMENT	169.50	169.50
86 - GALLS LLC	PO 30095 POLICE - OE - UNIFORMS/CLOTHING SKOBO	145.98	145.98
2422 - GREATAMERICA FINANCIAL SVCS.	PO 30246 BUILDINGS & GROUNDS - OFFICE EQUIPMENT -	155.00	155.00
92 - GREENBAUM ROWE SMITH & DAVIS LLP	PO 30453 LEGAL	7,919.86	7,919.86
33 - GRIFFITH-ALLIED TRUCKING LLC	PO 30200 DPW - GASOLINE ACCT #10-7163673	5,216.05	5,216.05
1530 - HIGH BRIDGE HILLS GOLF COURSE	PO 30345 GOLF - OE - AUG	143,158.94	143,158.94
2659 - HOPE ELECTRIC LLC	PO 30736 BUILDINGS AND GROUNDS	371.25	371.25
111 - HUNTERDON MILL & MACHINE	PO 30817 DPW - OE - PARTS - CUST #3410318	528.62	528.62
2523 - IN-HOUSE PRINTS	PO 30848 DPW - OE - UNIFORMS	1,138.50	1,138.50
118 - INSTITUTE FOR PROF.DEVELOPMENT	PO 30547 TAX COLLECTOR - OE - SEMINAR - J. HARRIN	50.00	50.00
2686 - JEC COMPUTERS, LLC	PO 30761 POLICE - OE - MAINTENANCE CONTRACTS	249.99	
	PO 30821 POLICE - OE - EQUIPMENT REPAIR	742.50	
	PO 30822 POLICE - OE - MAINTENANCE CONTRACTS	249.99	1,242.48
2945 - LARSEN, ARTHUR & KAREN	PO 30841 TAXES - REFUND BY RESOLUTION	2,081.81	2,081.81
2748 - LEBANON DOOR LLC	PO 30482 BUILDINGS & GROUNDS - RESCUE SQ -	1,859.50	1,859.50
1495 - LINDE GAS & EQUIPMENT INC	PO 30586 DPW-OE-MISC- CUSTOMER #71761637 - 12 MON	16.60	16.60
2506 - MANDIGO, AARON	PO 30851 DPW - OE - CDL	125.00	125.00
2064 - MARCO TECHNOLOGIES, LLC	PO 30392 BUILDINGS & GROUNDS - POLICE BLDG - COPI	184.53	184.53
2664 - MASON, GRIFFIN & PIERSON, PC	PO 30439 PLANNING BOARD - OE - LEGAL	133.00	133.00
2330 - McGRATH MUNICIPAL EQUIPMENT, LLC	PO 30501 DPW - OE - EQUIPMENT	300.00	300.00
426 - MCMANIMON ,SCOTLAND, & BAUMANN LLC	PO 30673 LEGAL - BOND COUNSEL	3,134.25	3,134.25
2572 - NATIONAL HIGHWAY PRODUCTS, INC	PO 30502 DPW - OE - SIGNS	2,290.75	2,290.75

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
214 - NJ ADVANCE MEDIA	PO 30197 ADVERTISING - ACCT #1160892 / 1164892 /	487.73	487.73
98 - NORTH EAST PARTS GROUP LLC	PO 30206 DPW	61.47	61.47
2840 - NORTH EAST ROOF MAINTENANCE, INC	PO 30750 SOLITUDE HOUSE PORCH	20,200.00	20,200.00
2888 - ON-SITE FLEET SERVICE, INC	PO 30460 DPW - OE - VEHICLE REPAIR	5,756.90	5,756.90
2812 - OXFORD AUTO AND TIRE	PO 30838 POLICE - OE - VEHICLE REPAIR 14-11	592.40	592.40
2493 - P3 GENERATOR SERVICES	PO 30514 B&G -GENERATOR MAINT - FIRE HOUSE & POLI	150.43	150.43
590 - PENN BOWER, INC	PO 30772 BLOWOFF FOR BUNNVALE	11,500.00	11,500.00
287 - PERFORMANCE TIRE CO., INC.	PO 30397 DPW - OE - VEHICLE REPAIR	540.91	540.91
2887 - PIETER S HEINEKEN	PO 30239 WEBSITE MAINT	525.00	525.00
171 - POWERCO, INC.	PO 30436 DPW - OE - EQUIPMENT	481.72	481.72
1432 - PRECAST MANUFACTURING COMPANY	PO 30825 DPW - OE - EQUIPMENT - BLOCK	4,016.00	4,016.00
1453 - PUMPING SERVICES, INC	PO 30853 GRANT - \$4M - SOLITUDE PUMPS	6,263.10	6,263.10
2843 - REMINGTON & VERNICK ENGINEERS II INC	PO 30478 STORMWATER ENGINEERING - 1014T003	1,170.00	
	PO 30814 STORMWATER GRANT - 1014T004	5,748.75	6,918.75
2335 - RICK ALLEN'S AUTO REPAIR, INC.	PO 30774 POLICE - OE - VEHICLE REPAIR 14-11	1,380.42	
	PO 30835 POLICE - OE - VEHICLE REPAIR 14-17	97.43	
	PO 30836 POLICE - OE - VEHICLE REPAIR 14-11	469.62	1,947.47
559 - SHAMMY SHINE CAR WASHES INC.	PO 30752 POLICE - OE - MAINTENANCE CONTRACTS	60.00	60.00
559 - SHAMMY SHINE CAR WASHES INC.	PO 30818 POLICE - OE - MAINTENANCE CONTRACTS	45.00	45.00
559 - SHAMMY SHINE CAR WASHES INC.	PO 30850 POLICE - OE - MAINTENANCE CONTRACTS	50.00	50.00
615 - SIRCHIE FINGER PRINT LABS	PO 30833 POLICE - OE - OFFICE SUPPLIES	480.13	480.13
2947 - SMOKING GUN ENTERPRISES LLC	PO 30857 MISC REV - ABC	75.00	75.00
2878 - SPARTAN TREE SERVICE, LLC	PO 30205 DPW - OE - RECYCLE - TREE REMOVAL	6,500.00	6,500.00
1978 - STAVOLA	PO 30404 DPW - OE - BLACKTOP - #2913	953.29	953.29
2209 - SUPERIOR TOWING & TRANSPORT, LLC	PO 30759 POLICE - OE - VEHICLE REPAIR 14-16	231.00	231.00
1397 - SUPLEE, CLOONEY & COMPANY	PO 30481 AUDIT SERVICES - OE - 2024 AUDIT	23,100.00	23,100.00
1586 - TIRPOK GROUP, INC	PO 30778 POLICE - OE - UNIFORMS / CLOTHING	102.60	102.60
1586 - TIRPOK GROUP, INC	PO 30834 POLICE - OE - UNIFORMS/CLOTHING	40.23	40.23
2661 - UNITED SITE SERVICES	PO 30424 BUILDINGS & GROUNDS - LAKE SOLITUDE & CO	283.80	283.80
1606 - W.B. MASON COMPANY	PO 30417 OFFICE SUPPLIES	628.58	628.58
2296 - WELLS FARGO VENDOR FIN	PO 30247 BUILDINGS & GROUNDS - COPIER LEASE #450-	299.99	299.99
2946 - WSFS CUST LVTLOPS/FIRSTTRUST	PO 30842 OUTSIDE LIEN REDEMPTION-CERT #2023-004 4	5,516.90	5,516.90
PREMIUM FUND			
2946 - WSFS CUST LVTLOPS/FIRSTTRUST	PO 30843 PREMIUM - OUTSIDE LIEN REDEMPTION-CERT #	2,100.00	2,100.00
GENERAL CAPITAL FUND			
1398 - COLLIERS ENGINEERING & DESIGN	PO 29301 CAPITAL - CENTER ST IMP - HIB0141	960.00	960.00
1398 - COLLIERS ENGINEERING & DESIGN	PO 30763 CAPITAL - HIB0157 - COMMONS BATHROOM	5,651.50	5,651.50
2659 - HOPE ELECTRIC LLC	PO 30748 CAPITAL - BUILDING REPAIRS - BH & PD	7,842.55	7,842.55
2840 - NORTH EAST ROOF MAINTENANCE, INC	PO 30750 SOLITUDE HOUSE PORCH	19,000.00	19,000.00
590 - PENN BOWER, INC	PO 30728 ROAD REPAIRS	19,000.00	19,000.00
WATER UTILITY FUND			
2819 - BRIGHTSPEED	PO 30306 WATER - 2024 - TELEPHONE CUST # 908-730-	53.19	53.19
2534 - CAPITOL SUPPLY INC	PO 30204 WATER - OE - HARDWARE & EQUIP	5,707.35	5,707.35
90 - FIRST ENERGY	PO 30289 WATER- STREET LIGHT - SEPT 2024 - ACCT 2	2,045.60	2,045.60
90 - FIRST ENERGY	PO 30350 WATER- BUNNVALE WELL - 2024 - ACCT 100 1	1,265.79	1,265.79
1694 - ONE CALL CONCEPTS, INC	PO 30425 WATER - OE - MISC - ONE CALL MESSAGES -	150.86	150.86
2493 - P3 GENERATOR SERVICES	PO 30514 B&G -GENERATOR MAINT - FIRE HOUSE & POLI	851.91	851.91
590 - PENN BOWER, INC	PO 30411 WATER - OE - REPAIRS/CONTRACTS - REPAIR	8,202.60	8,202.60
1431 - ROSS VALVE MFG CO., INC	PO 30676 WATER - EQUIPMENT REPAIRS - INV	10,956.50	10,956.50
1397 - SUPLEE, CLOONEY & COMPANY	PO 30481 AUDIT SERVICES - OE - 2024 AUDIT	2,000.00	2,000.00
WATER CAPITAL FUND			
1398 - COLLIERS ENGINEERING & DESIGN	PO 30043 CAPITAL - HIB0143 - UNION, HART, CENTRAL	2,568.75	2,568.75
SEWER UTILITY FUND			
987 - COMCAST	PO 30262 SEWER - 2024 - TELEPHONE - ACCT# 8499 05	61.85	61.85
90 - FIRST ENERGY	PO 30301 SEWER- STREET LIGHTING - SEPT 2024 -2000	915.89	915.89
1397 - SUPLEE, CLOONEY & COMPANY	PO 30481 AUDIT SERVICES - OE - 2024 AUDIT	2,000.00	2,000.00

SOLID WASTE UTILITY FUND

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
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2048 - LMR DISPOSAL, LLC	PO 30344 SOLID WASTE - CONTRACTED HAULER- 2024 -	29,750.00	29,750.00
1397 - SUPLEE, CLOONEY & COMPANY	PO 30481 AUDIT SERVICES - OE - 2024 AUDIT	2,000.00	2,000.00

DEVELOPER ESCROW TRUST FUND

1398 - COLLIERS ENGINEERING & DESIGN	PO 30495 ESCROW - 1 MAIN ST - DeTOMMASO - HIP0047	1,770.00	1,770.00
1398 - COLLIERS ENGINEERING & DESIGN	PO 30787 ESCROW - 100 WEST MAIN - HIP0053	765.00	765.00
2948 - MEIJER, ILDIKO	PO 30855 ESCROW - DRIVEWAY - REFUND BY RESOLUTION	246.25	246.25

SUI

253 - STATE OF NJ DEPT OF LABOR & WORKFOR	PO 30611 SUI	14.78	14.78
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SPECIAL EVENTS

2025 - BANK OF AMERICA	PO 30811 GFA - SUPPLIES	205.59	205.59
2867 - BIKEGUY1 SPORTS, LLC	PO 30831 CRIT RACE 2024 - RACE EXPENSES	2,721.52	2,721.52
46 - CALIFON LUMBER	PO 30809 GFA EVENT 2024 - SUPPLIES	236.70	236.70
213 - COUNTY OF HUNTERDON	PO 30832 GFA - BROCHURES	287.00	287.00
2847 - CURTIS NOWELL	PO 30797 GROUNDS FOR ARTS 2024	206.68	206.68
2949 - INCONIGLIOS, MATT	PO 30856 CRIT RACE 2024	40.00	40.00
1204 - LYNN HUGHES	PO 30808 GARDEN GRANT - OE - REIMBURSEMENT	38.72	38.72

TOTAL

603,046.40

Total to be paid from Fund 10 CURRENT FUND	473,429.82
Total to be paid from Fund 22 PREMIUM FUND	2,100.00
Total to be paid from Fund 30 GENERAL CAPITAL FUND	52,454.05
Total to be paid from Fund 60 WATER UTILITY FUND	31,233.80
Total to be paid from Fund 61 WATER CAPITAL FUND	2,568.75
Total to be paid from Fund 62 SEWER UTILITY FUND	2,977.74
Total to be paid from Fund 64 SOLID WASTE UTILITY FUND	31,750.00
Total to be paid from Fund 71 DEVELOPER ESCROW TRUST FUND	2,781.25
Total to be paid from Fund 73 SUI	14.78
Total to be paid from Fund 78 SPECIAL EVENTS	3,736.21

603,046.40