

REVISED 12/5/2022 1:00 P.M.

Agenda
Hightstown Borough Council

December 5, 2022

Hightstown Firehouse – 140 North Main Street

6:30 PM – Public Session

PLEASE TURN OFF ALL CELL PHONES DURING YOUR ATTENDANCE AT THIS MEETING TO AVOID SOUNDS/RINGING OR CONVERSATION THAT MAY INTERFERE WITH THE MEETING OR THE ABILITY OF ATTENDEES TO HEAR THE PROCEEDINGS. THANK YOU FOR YOUR COOPERATION.

Meeting called to order by Mayor Lawrence Quattrone.

STATEMENT: Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was provided to the *Trenton Times* and the *Windsor-Hights Herald*, and is posted on the Borough's website.

Roll Call

Flag Salute

Approval of the Agenda

Minutes
October 3, 2022 – Public Session
October 3, 2022 – Executive Session
October 17, 2022 - Public Session
October 17, 2022 - Executive Session

Presentations
Cultural Arts Commission

Engineering Items
2022-216 Amending Resolution 2021-048 Authorizing Design, Inspection and Administration of Improvements to Railroad Avenue and Dey Street
2022-217 Rescinding Resolution 2022-97
2022-218 Authorizing Change Order No. 2 Improvements to Railroad Avenue, Dey Street, Center Street and South Academy Street – S. Brothers, Inc.

Public Comment
Any person wishing to address Council with his or her comments will have a maximum of three minutes to do so at this time.

Ordinances
Ordinance 2022-19 First Reading and Introduction An Ordinance Granting Renewal of Municipal Consent to Comcast of Central New Jersey, LLC to Construct, Connect, Operate and Maintain a Cable Television and Communication System in the Borough of Hightstown, Mercer County New Jersey

Ordinance 2022-20 First Reading and Introduction An Ordinance Amending and Supplementing Article 19-2, Entitled “Charges and Rents,” of Chapter 19, “Water and Sewer,” of “The Revised General Ordinances of the Borough of Hightstown,” in Certain Limited Respects.

Ordinance 2022-21 First Reading and Introduction Bond Ordinance Providing for Various Capital Improvements in and by the Borough of Hightstown, In the County of Mercer, New Jersey Appropriating \$819,100 Therefor and Authorizing the Issuance of \$775,780 Bonds for Notes of the Borough to Finance Part of the Cost Thereof

Ordinance 2022-22 First Reading and Introduction Bond Ordinance Providing for Water Meter Replacements and Upgrades for the Water and Sewer Utility by the Borough of Hightstown, in the County of Mercer, New Jersey, Appropriating \$73,000 Therefor and Authorizing the Issuance of \$69,500 Bonds or Notes of the Borough to Finance the Cost Thereof

Ordinance 2022-23 First Reading and Introduction Bond Ordinance Providing a Supplemental Appropriations of \$85,000 for Improvements to Various Roads in and by the Borough of Hightstown, in the County of Mercer, New Jersey and Authorizing the Issuance of \$85,000 Bonds or Notes of the Borough to Finance Part of the Cost Thereof

Ordinance 2022-24 First Reading and Introduction Bond Ordinance Providing a Supplemental Appropriation of \$65,000 for Improvements to Various Roads in and By the Borough of Hightstown, In the County of Mercer, New Jersey, and Authorizing the Issuance of \$65,000 Bonds or Notes of the Borough to Finance Part of the Cost Thereof

Resolutions

2022-219 Authorizing Payment of Bills

2022-198 Authorizing Payment No. 20 – The Musial Group, P.A. (Architectural and Contract Administration Services for Municipal Facilities Located at 230 Mercer Street)

2022-220 Authorizing a Shared Service Agreement Between the Township of Manalapan and the Borough of Hightstown for Animal Control Services

Consent Agenda

2022-221 Authorizing the Borough of Hightstown to Enter into a Temporary Use and License Agreement with East Windsor Regional School District Relating to Painting Activities on the Exterior of the Water Tank Located at Leshin Lane

2022-222 A Resolution Authorizing the Borough of Hightstown to Enter into a Cooperative Pricing Agreement

2022-223 Establishing Salaries of Certain Officers and Employees of the Borough of Hightstown for the Year 2023

Discussion

PCS – Municipal Facility Peer Review Proposals

Subcommittee Reports

Mayor/Council/Administrative Reports

Executive Session

Resolution 2022-224 Authorizing a Meeting that Excludes the Public

Personnel – Superintendent Public Works Superintendent

Adjournment

**Meeting Minutes
Hightstown Borough Council
October 3, 2022
6:30 p.m.**

The meeting was called to order by Mayor Quattrone at 6:32 p.m. and he read the Open Public Meetings Act statement which stated, “Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was sent to the *Trenton Times* and the *Windsor-Hights Herald*, and is posted on the Borough website.” Do to COVID-19 and self-distancing protocols, this meeting was held remotely through www.zoom.com.

The flag salute followed Roll Call.

| | PRESENT | ABSENT |
|---|--------------|--------|
| <i>Councilmember Susan Bluth</i> | ✓ | |
| <i>Councilmember Joseph Cicalese</i> | ✓ | |
| <i>Councilmember Cristina Fowler</i> | ✓ | |
| <i>Councilmember Joshua Jackson</i> | ✓ | |
| <i>Councilmember Steven Misiura</i> | Arrived late | |
| <i>Councilmember Frederick Montferrat</i> | ✓ | |
| <i>Mayor Quattrone</i> | ✓ | |

Also in attendance: Margaret (Peggy) Riggio, Borough Clerk; Dimitri Musing, Borough Administrator; Fred Raffetto, Borough Attorney; George Lang, CFO.

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Moved by Councilmember Montferrat; Seconded by Councilmember Fowler

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Jackson and Montferrat voted yes.

Agenda approved 5-0.

APPROVAL OF MINUTES

Councilmember Bluth the following minutes as a consent, May 2, 2022 Public Session, May 2, 2022 Executive Session, May 15, 2022 Public Session, May 15, 2022 Executive Session, June 6, 2022 Public Session, June 6, 2022 Executive Session; Councilmember Cicalese seconded.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler and Montferrat voted yes. Councilmember Jackson abstained.

Minutes approved 4-0 with 1 abstention.

Councilmember Misiura joined the meeting at this time.

PUBLIC COMMENT

Mayor Quattrone opened the public comment period and the following individuals spoke:

Michael Bollentin, 203 Maxwell Avenue – Stated that is has been brought to his attention that there is a lawsuit being brought against the Borough which is described as unfair negotiation practices for a business that has interest in expanding and coming into the Borough. It's a business that could bring in an extensive amount of money as a tax revenue. He asked if there was any movement in the Borough for any companies or businesses related to the cannabis industry.

Eugen Sarafin, 628 South Main Street – Spoke against the Republican party and the Supreme Court.

Steve Turetsky, 1 Brakeman Court – Commented about the increased truck traffic and the excessive amount of dump trucks. Full dump trucks are coming through and shaking the homes. Hoping we can gather enough residents and raise a voice again to the East Windsor Township Council and remind them that they're not permitted to be driving the trucks through Hightstown, particularly these dump trucks. Huge warehouses are being built in East Windsor, this is most likely going to happen for the next six to nine months.

There being further comments, Mayor Quattrone closed the public comment period.

RESOLUTIONS

Resolution 2022-176 Authorizing Payment of Bills

Moved by Councilmember Jackson; Seconded by Councilmember Fowler.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Jackson, Misiura and Montferrat voted yes.

Resolution adopted 6-0.

Resolution 2022-176

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AUTHORIZING PAYMENT OF BILLS

WHEREAS, certain bills are due and payable as per itemized claims listed on the following schedules, which are made a part of the minutes of this meeting as a supplemental record;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the bills be paid on audit and approval of the Borough Administrator, the appropriate Department Head and the Treasurer in the amount of \$761,223.65 from the following accounts:

| | | |
|-----------------------|--|---------------------|
| Current | | \$118,194.16 |
| W/S Operating | | 65,169.31 |
| General Capital | | 550,444.43 |
| Water/Sewer Capital | | 21,054.75 |
| Grant | | 175.00 |
| Trust | | 400.00 |
| Unemployment Trust | | 0.00 |
| Animal Control | | 0.00 |
| Law Enforcement Trust | | 0.00 |
| Tax Lien Trust | | 0.00 |
| Public Defender Trust | | 0.00 |
| Housing Trust | | 0.00 |
| Escrow | | <u>5,786.00</u> |
| | | |
| Total | | <u>\$761,223.65</u> |

Resolution 2022-177 Resolution Authorizing a Window Contract for a Rebuild/Retrofit of the Existing Roto-Press Continuous Self-Cleaning Bar/Filter at the Advanced Wastewater Treatment Plant

Moved by Councilmember Montferrat; Seconded by Councilmember Bluth

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Jackson, Misiura and Montferrat voted yes.

Resolution adopted 6-0.

Resolution 2022-177

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**RESOLUTION AUTHORIZING A WINDOW CONTRACT FOR A
REBUILD/RETROFIT OF THE EXISTING ROTO-PRESS
CONTINUOUS SELF-CLEANING BAR/FILTER AT THE ADVANCED
WASTEWATER TREATMENT PLANT**

WHEREAS, the Borough of Hightstown has determined that there is a need for a rebuild of the existing Roto-Press Continuous Self-Cleaning Bar/Filter at the Advanced Wastewater Treatment Plant; and

WHEREAS, N.J.S.A. 40A:11-3 states that a contract, the cost of which will not exceed \$44,000 in a fiscal year, shall be awarded without public advertising for bids and bidding therefore, but N.J.S.A. 40A:11-6.1 provides that prior to the award of said contract, the municipality shall solicit quotations whenever practicable for a contract, the estimated cost of which is fifteen percent or more of the bid threshold, and award the contract to the entity who submitted the most advantageous quotation price and other factors considered; and

WHEREAS, the Superintendent of the AWWTP obtained a quote for the rebuild of the Roto-press from Parkson, 1401 West Cypress Creek Road, Suite 100, Fort Lauderdale, FL 33309 in the amount of \$20,300.00; and

WHEREAS, the Superintendent has stated that the original Roto-press is a Parkson machine and that the rebuild requires proprietary parts specific to this machine; and

WHEREAS, the Qualified Purchasing Agent has reviewed the quote received from Parkson and recommends that the quote be accepted for work to begin; and

WHEREAS, the Chief Finance Officer has certified that funds are available for this purchase charging budget line C-08-55-952-001-541.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown, County of Mercer, State of New Jersey, that:

1. The Borough Council for the aforementioned reasons, hereby declares that Parkson, 1401 West Cypress Creek Road, Suite 100, Fort Lauderdale, FL 33309, submitted a quote and hereby approves purchase to said entity for the aforesaid services in the amount of \$20,300.00
2. Parkson has completed and submitted a Business Entity Disclosure Certification which certifies that Parkson has not made any reportable contributions to a political or candidate committee in the Borough of Hightstown in the previous one year, and that Parkson will refrain from making any reportable contributions through length of the project.
3. The Borough Council hereby authorizes the Borough Clerk/Purchasing Agent to execute the quote and proceed with the issuance of a purchase order to begin the work detailed herein.
4. That the Business Disclosure Entity Certification to be placed on file with this resolution.

Resolution 2022-178 Authorizing Payment #1 and change Order #1 – Allied Painting, Inc. (Water Tank Painting and Repair at First Avenue, Leshin Lane and Cranbury Station Road)

Moved by Councilmember Fowler; Seconded by Councilmember Cicalese

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Jackson, Misiura and Montferrat voted yes.

Resolution adopted 6-0.

Resolution 2022-178

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**AUTHORIZING PAYMENT #1 AND CHANGE ORDER #1– ALLIED PAINTING,
INC. (WATER TANK PAINTING AND REPAIR AT FIRST AVENUE, LESHIN LANE
AND CRANBURY STATION ROAD)**

WHEREAS, on May 16, 2022, the Borough Council awarded a contract for the Water Tank Painting and Repairs at First Avenue, Leshin Lane and Cranbury Station Road to Allied Painting Inc., of Cherry Hill, New Jersey at the price of \$427,300.00; and

WHEREAS, the contractor has submitted a request for payment No. 1 in the amount of \$130,732.00, for partial payment through August 31, 2022; and

WHEREAS, the contractor has submitted Change Order No. 1 which includes power washing the exterior of the Cranbury Station Road Water Tank as requested by the Borough and exterior paint touch-ups and repairs to rusted surfaces on the interior dry area not previously observed at the Cranbury Station Road Water Tank; and

WHEREAS, Change Order No. 1 increases the contract amount by \$12,900.00, or 3% of the total contract; and

WHEREAS, the Borough Engineer has recommended approval of Change Order No. 1; and

WHEREAS, the Borough Engineer has recommended approval of Payment Request No. 1 to the contractor in the amount of \$130,732.00; and

WHEREAS, the CFO had certified availability of the funds for the \$12,900 change order.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that Change Order No. 1 and Payment Request No. 1 to Allied Painting, Inc., of Cherry Hill New Jersey for \$130,732.00, is hereby approved as detailed herein, and the Deputy CFO is authorized to issue same.

CONSENT AGENDA

Councilmember Bluth moved Resolutions 2022-179; 2022-180; 2022-181; 2022-182 and 2022-183 as a Consent Agenda; Councilmember Jackson seconded.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Jackson, Misiura and Montferrat voted yes.

Resolutions adopted 6-0.

Resolution 2022-179

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

RESOLUTION OF COMPLIANCE REGARDING THE 2020 AUDIT

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

WHEREAS, the Annual Report of Audit for the year 2020 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

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

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, at a minimum, the sections of the audit entitled:

**General Comments
Recommendations**

; and

WHEREAS, the members of the governing body have personally reviewed at a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

**General Comments
Recommendations**

as evidenced by the group affidavit form of the governing body; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five (45) days after receipt of the annual audit, as per the regulations of the Local Finance Board; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Borough of Hightstown hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

Resolution 2022-180

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**EXTENDING THE GRACE PERIOD FOR PAYMENT OF 2022 THIRD QUARTER
TAXES**

WHEREAS, 2022 Third Quarter Taxes were due on August 1, 2022, with a ten-day grace period; and

WHEREAS, due to the late receipt of the tax rate from the County, the mailing of the tax bills was delayed; and

WHEREAS, the Mayor and Borough Council finds it to be equitable and proper that the grace period for payment of the 2022 third quarter tax be extended until the 24th day of October, 2022; and

WHEREAS, if the 2022 third quarter tax payment is not received by October 24, 2022, late fees shall be effective from the due date of August 1, 2022, as is required.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the grace period for payment of 2022 third quarter taxes be extended until the 24th day of October, 2022.

Resolution 2022-181

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**REQUESTING APPROVAL FOR INSERTION OF A SPECIAL ITEM OF REVENUE
IN THE 2022 BUDGET**

WHEREAS, N.J.S.A. 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, said Director may also approve the insertion of an item of appropriation for equal amount;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Hightstown hereby request the Director of the Division of Local Government Services to approve the insertion of a special item of revenue and equal appropriation in the budget of the Borough of Hightstown for the year 2022 as follows:

| Source | Amount | Revenue Title | Appropriation Title |
|------------------------------------|---------------|------------------------------|------------------------------|
| Bureau of Justice Assistance (BJA) | \$3,362.49 | Bulletproof Vest Partnership | Bulletproof Vest Partnership |

Resolution 2022-182

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**A RESOLUTION SUPPORTING LIGHT UP THE LAKE 2022
SPONSORED BY HIGHTSTOWN BOROUGH CULTURAL ARTS
COMMISSION**

WHEREAS, the Cultural Arts Commission is a recognized commission of Hightstown Borough pursuant to Article 2-48 entitled “Cultural Arts” of “The Revised General Ordinances of the Borough of Hightstown”; and

WHEREAS, one of the obligations of the Cultural Arts Commission as set forth in the in Article 2-48 is to sponsor artistic activities for the benefit of the Hightstown Community; and

WHEREAS, one such activity planned and sponsored by the Cultural Arts Commission is entitled “Light up the Lake” in which individuals paint or carve their own pumpkin to be displayed along Peddie Lake; and

WHEREAS, this year’s light up the lake is scheduled to take place on October 29, 2022, at Memorial Park, 123 North Main Street, Hightstown.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Hightstown support Light of the Lake 2022 and look forward to another successful community event sponsored by the Cultural Arts Commission.

Resolution 2022-183

BOROUGH OF HIGHTSTOWN

*COUNTY OF MERCER
STATE OF NEW JERSEY*

**A RESOLUTION SUPPORTING THE CLOSURE OF STOCKTON
STREET FOR HALLOWEEN ACTIVITIES**

WHEREAS, as in years past, Stockton Street will be closed on October 31, 2022, to provide for safe Halloween activities for the community; and

WHEREAS, the road closure will begin at 5:30 p.m. and last until 9:30 p.m.; and

WHEREAS, Stockton Street will be closed from Church Street to Summit Avenue; and

WHEREAS, residents are asked to discontinue distribution of candy at 9:00 p.m.; and

WHEREAS, the Hightstown Police Department will be on site to ensure the safety of all participants.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Hightstown support the closure of Stockton Street on October 31, 2022 as detailed herein and look forward to another memorable evening for the Hightstown Community.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Cicalese

- Complete Streets – met last week.
- Parks & Rec – Chair, Jordan Adler resigned. Several openings on the commission.

Councilmember Fowler

- Harvest Fair – Unfortunately, had to cancel because of the tropical storm. There typically is no rain date scheduled because most vendors do not like to have to commit to 2 dates. Many of the scheduled vendors have already asked that their vendor fee be moved to the 2023 fair.

Councilmember Montferrat

- Property Maintenance – Working with the Construction Office and they are making good progress.
- Thanked the Harvest Fair Committee. A lot of work had gone into the planning. He is looking forward to next year.

Council President Bluth

- Cultural Arts Commission – Light up the Lake will be taking place at Memorial Park on October 29th.

Fred Raffetto, Borough Attorney

- Informed Council that the closing for 239 Wycoff Mills Road had taken place

George Lang, CFO

- Bond Anticipation Notes were sold with Lakeland Bank. One year note at 3.19% which is a good rate

Peggy Riggio, Borough Clerk

- Bids for chemicals were received and opened. We did receive bids for all chemicals needed. All contracts will be for 1 year.
- Cameras for the Stockton Street Parking Lot have been received and are operational. Dave Bell will work with Public Works on getting them installed.
- Laptops for Council have been ordered. They are do to arrive this week.
- Election Day is November 8th. Polls are open from 5:00 a.m. – 8:00 p.m. There is also early voting available and vote by mail. Information is on the Borough website.
- Stockton Street will once again be closed on Halloween for trick or treating.

Dimitri Musing, Borough Administrator

- Expressed gratitude to the Harvest Fair Committee. They worked hard to organize the event and had to cancel due to Hurricane Ian.
- Thanked Public Works for their work in getting the Borough ready for the storm.
- He feels the Borough is running well right now. Our top priority is property maintenance.

Mayor Quattrone

- Received many calls this weeks. He would like residents to know that that their concerns do not fall on deaf ears.
- Thanked the Harvest Fair Committee for their work. It was sad we had to cancel but it was the right call.
- There has been a lot of talk about traffic. All cars have the right to use the roads. State highway trucks pass all day and all night. As far as the new warehouse in East Windsor; construction vehicles are being paid by load or trip. They have a job to do and have a right to use the road. Council needs to make decisions based on what is best for the entire community. We try to do the best we can. When something doesn't work, we do our best to work around it to make it work.

EXECUTIVE SESSION

Resolution 2022-184 Authorizing a Meeting that Excludes the Public

Moved by Councilmember Montferrat; Seconded by Councilmember Cicalese

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Jackson, Misiura and Montferrat voted yes.

Resolution adopted 6-0.

Resolution 2022-195

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on November 7, 2022, via www.zoom.com, that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed:

Contract Negotiations – Potential of Appointment of Special Council

Attorney Client Privilege

Personnel – Superintendent AWWTP

Litigation – Schloss v. Hightstown

Action may be taken following Executive Session

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public February 7, 2023, or when the need for confidentiality no longer exists.

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with sections 8 and 4a of the Open Public Meetings Act.

Council adjourned to executive session at 7:03 p.m.

Council returned to public session at 7:41 p.m.

ADJOURNMENT 7:42 p.m.

Moved by Councilmember Fowler; Seconded by Councilmember Montferrat. All ayes.

Respectfully Submitted,

Margaret Riggio
Borough Clerk

Approved by Hightstown Borough Council: _____

**Meeting Minutes
Hightstown Borough Council
October 17, 2022
6:30 p.m.**

The meeting was called to order by Council President Bluth at 6:30 p.m. and she read the Open Public Meetings Act statement which stated, "Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was sent to the *Trenton Times* and the *Windsor-Hights Herald*, and is posted on the Borough website." Do to COVID-19 and self-distancing protocols, this meeting was held remotely through www.zoom.com.

The flag salute followed Roll Call.

| | PRESENT | ABSENT |
|---|---------|--------|
| <i>Councilmember Susan Bluth</i> | ✓ | |
| <i>Councilmember Joseph Cicalese</i> | ✓ | |
| <i>Councilmember Cristina Fowler</i> | ✓ | |
| <i>Councilmember Joshua Jackson</i> | ✓ | |
| <i>Councilmember Steven Misiura</i> | ✓ | |
| <i>Councilmember Frederick Montferrat</i> | ✓ | |
| <i>Mayor Quattrone</i> | | ✓ |

Also in attendance: Margaret (Peggy) Riggio, Borough Clerk; Dimitri Musing, Borough Administrator; Fred Raffetto, Borough Attorney.

The Flag Salute followed roll call.

APPROVAL OF AGENDA

Moved by Councilmember Jackson; Seconded by Councilmember Fowler.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Jackson, Misiura and Montferrat voted yes.

Agenda approved 6-0.

APPROVAL OF MINUTES

June 20, 2022 Public Session and June 20, 2022 Executive Session

Moved by Councilmember Misiura; Seconded by Councilmember Cicalese.

Roll Call Vote: Councilmembers Bluth, Cicalese, Jackson and Misiura voted yes. Councilmembers Fowler and Montferrat abstained.

Minutes approved 4-0 with 2 abstentions.

July 5, 2022 Public Session and July 5, 2022 Executive Session

Moved by Councilmember Fowler; Seconded by Councilmember Cicalese.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Jackson and Misiura voted yes. Councilmember and Montferrat abstained.

Minutes approved 5-0 with 1 abstention.

July 12, 2022 Budget Workshop, July 18, 2022 Public Session and July 18, 2022 Executive Session

Moved by Councilmember Montferrat; Seconded by Councilmember Cicalese.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Jackson, Misiura and Montferrat voted yes.

Minutes approved 6-0.

PUBLIC COMMENT

Council President Bluth opened the public comment period and the following individuals spoke:

Michael Bollentin, 203 Maxwell Avenue - Stated the he is in possession of a draft of the soon to be filed \$44 million lawsuit against the Borough for several violations of due process to include failing to respond to a complaint of redress and demand. Feels it is possible for the Council to prevent this action for moving into the court and save the residents of the Borough the potential burden of paying for the inaction of the Borough Council by amending the agenda this evening so that Council can address and discuss the matter. Stated that he is a Mayoral candidate in November's election and would like to schedule a debate so the voters can make an informed decision before they cast their votes.

Eugene Sarafin, 628 South Main Street – Stated that Mr. Bollentin cannot be campaigning during public comment. Also commented that Mr. Bollentin wants to try to talk about a lawsuit in public. This should be left to the attorneys and courts. Spoke against the republican party. Commented about the article in The Trenton Times about Hightstown and Doug Mastriano, Candidate for Governor in Pennsylvania.

Bryan Fort, 43 Norton Ave – Stated that he believes the Wycoff Mills Road closure has been very effective. Truck traffic is disappearing from Wycoff Mills Road and North Main Street. He suspects that the trucks are taking the bypass, as they should. He supports this decision and believes that many others do too. He thanked Council for taking this measure. He inquired as to what Council is doing to reduce taxes. He asked why Councilmembers why abstaining on voting. Commented that he does not understand why Council is still conducting Zoom meetings and asked when meetings will return to public.

Barbara Klapsageorge, 418 North Main Street – Wanted to share a positive comment about the change on Wycoff Mills Road. She stated that in just one week she has seen a difference on North Main Street. She believes that pedestrians are safer, bicyclists are safer and there are fewer cars using the bike lane as a speedy way to pass stopped traffic waiting to turn left on Wycoff Mills Road. The amount of vehicles has instantly decreased as Wycoff Mills Road was a convenient bypass. These drivers now need to be directed to stay on route 133, The convenient official bypass straight to route 33. Thanked Council and staff for all the time and effort put into making this wise decision.

There being further comments, Council President Bluth closed the public comment period.

George Lang, CFO, joined at this time.

RESOLUTIONS

Resolution 2022-185 Authorizing Payment of Bills

Moved by Councilmember Cicalese; Seconded by Councilmember Fowler.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Jackson, Misiura and Montferrat voted yes.

Resolution adopted 6-0.

Resolution 2022-185

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AUTHORIZING PAYMENT OF BILLS

WHEREAS, certain bills are due and payable as per itemized claims listed on the following schedules, which are made a part of the minutes of this meeting as a supplemental record;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the bills be paid on audit and approval of the Borough Administrator, the appropriate Department Head and the Treasurer in the amount of \$2,022,879.32 from the following accounts:

| | | | |
|-----------------------|--|-----------------------|--|
| Current | | \$1,897,363.55 | |
| W/S Operating | | 46,002.23 | |
| General Capital | | 202.50 | |
| Water/Sewer Capital | | 0.00 | |
| Grant | | 96.50 | |
| Trust | | 0.00 | |
| Unemployment Trust | | 434.90 | |
| Animal Control | | 0.00 | |
| Law Enforcement Trust | | 0.00 | |
| Tax Lien Trust | | 76,534.14 | |
| Public Defender Trust | | 0.00 | |
| Housing Trust | | 0.00 | |
| Escrow | | <u>2,245.50</u> | |
| | | | |
| Total | | <u>\$2,022,879.32</u> | |
| | | | |

Resolution 2022-186 Authorizing Change Order No. 2 – Allied Painting, Inc. (Water Tank Painting and Repair at First Avenue, Leshin Lane and Cranbury Station Road

Moved by Councilmember Jackson; Seconded by Councilmember Fowler.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Jackson, Misiura and Montferrat voted yes.

Resolution adopted 6-0.

Resolution 2022-186

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**AUTHORIZING CHANGE ORDER #2– ALLIED PAINTING, INC. (WATER TANK
PAINTING AND REPAIR AT FIRST AVENUE, LESHIN LANE AND CRANBURY
STATION ROAD)**

WHEREAS, on May 16, 2022, the Borough Council awarded a contract for the Water Tank Painting and Repairs at First Avenue, Leshin Lane and Cranbury Station Road to Allied Painting Inc., of Cherry Hill, New Jersey at the price of \$427,300.00; and

WHEREAS, the contractor has submitted Change Order No. 2 which includes removing the existing cathodic protection system and furnishing and installing a new cathodic protection system at the Leshin Lane Water Tower; and

WHEREAS, Change Order No. 2 increases the contract amount by \$40,000.00, or 9% of the original awarded amount; and

WHEREAS, the Borough Engineer has recommended approval of Change Order No. 2; and

WHEREAS, the CFO had certified availability of the funds for the \$40,000.00 change order.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that Change Order No. 2 to Allied Painting, Inc., of Cherry Hill New Jersey for is hereby approved as detailed herein.

DISCUSSION

Capital Budget Meeting Dates

Mr. Musing stated that we need to have a meeting to discuss the Capital Budget. Mr. Musing and Ms. Riggio will look for dates to schedule a special capital budget meeting.

MAYOR/COUNCIL/ADMINISTRATIVE REPORTS

Councilmember Montferrat

- Stated that he abstained from voting on minutes as he was on vacation for the meetings being voted on.
- Bethel Light Foundation held their music festival and all went well.

Councilmember Misiura

- Planning Board
 - The Americana application was approved with multiple conditions.
 - There was a minor subdivision on Wilson Avenue was approved
 - Planning Board was directed to undertake a study for an area in need of redevelopment. Planning Board would like Council to consider amending this resolution removing the language for eminent domain.

Councilmember Cicalese

- Board of Health – met last week. They are continuing to track the Covid cases in Hightstown. The Health Department had a flu clinic last week and another one is scheduled for November 3rd.

Councilmember Jackson

- HPC meets this week.

Councilmember Fowler

- Environmental Commission meets next week. They are still in need a one commissioner.
- Planning has started for the 2023 Memorial Day Parade.
- She was sick for the June 20th meeting so abstained from voting on the minutes.

Peggy Riggio, Borough Clerk

- 10/18 is the last day to register to vote in the November election
- Election Day – November 8th. Vote by mail and Early Voting information can be found on the Borough website.
- Special events permits is being worked on
- Borough offices are open by appointment only. All staff is present 5 days a week from 8:30 – 4:30.
- Rabies Clinic will take place in December. Check the Borough website for information

Dimitri Musing, Borough Administrator

- Currently working on updating some ordinances and Council will be updated when they are ready.

Council President Bluth

- Cultural Arts Commission – Light up the Lake will take place October 29th at 6:00 at Memorial Park. BethelLight will be hosting painting and carving of pumpkins during the day. There will be a children's activity at the park from 4:00 – 6:00.
- In Person Council Meetings
 - Councilmember Bluth stated that she would like to see Council return to in person meetings. Discussion ensued. Council unanimously agreed to return to in person meetings as soon as possible. Ms. Riggio will work with the Fire House to secure the dates and will advise Council when they can resume meetings at the firehouse.

EXECUTIVE SESSION

Resolution 187 Authorizing a Meeting that Excludes the Public

Moved by Councilmember Montferrat; Seconded by Councilmember Fowler.

Roll Call Vote: Councilmembers Bluth, Cicalese, Fowler, Jackson, Misiura and Montferrat voted yes.

Resolution adopted 6-0.

Resolution 2022-187

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on October 17, 2022, via www.zoom.com, that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed:

Attorney Client Privilege

Contract Negotiations - EWRSD Leshin Lane Water Tower Agreement

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public January 3, 2023, or when the need for confidentiality no longer exists.

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with sections 8 and 4a of the Open Public Meetings Act.

Adjourn to Executive Session 7:10 p.m.

Moved by Councilmember Jackson; Seconded by Councilmember Cicalese. All ayes.

Council returned to public session at 7:41 p.m.

ADJOURNMENT 7:42 p.m.

Moved by Councilmember Fowler; Seconded by Councilmember Montferrat. All ayes.

Respectfully Submitted,

Margaret M. Riggio
Borough Clerk

Approved by Hightstown Borough Council: _____

Ordinance 2022-19

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT
TO COMCAST OF CENTRAL NEW JERSEY, LLC TO CONSTRUCT,
CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND
COMMUNICATIONS SYSTEM IN THE BOROUGH OF HIGHTSTOWN,
MERCER COUNTY, NEW JERSEY**

**BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL OF THE
BOROUGH OF HIGHTSTOWN, MERCER COUNTY, NEW JERSEY, AS FOLLOWS:**

SECTION 1. PURPOSE OF THE ORDINANCE.

The Borough hereby grants to Comcast of Central New Jersey, LLC renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets alleys, sidewalks, easements, public ways and public places in the Borough, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus, and equipment as may be necessary for the construction, operation and maintenance in the Borough of a cable television and communications system.

SECTION 2. DEFINITIONS.

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms in supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. § 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- A. "Borough" or "Municipality" is the Borough of Hightstown, County of Mercer, State of New Jersey.
- b. "Company" or "Comcast" is the grantee of rights under this Ordinance and is known as Comcast of Central New Jersey, LLC
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. § 48:5A-1, et seq.
- d. "FCC" is the Federal Communications Commission.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board.

- g. “Basic Cable Service” means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. “Application” is the Company’s Application for Renewal of Municipal Consent.
- i. “Primary Service Area” or ‘PSA’ consists of the area of the Borough currently served with existing plant as set forth in the map annexed to the Company’s Application for Municipal Consent.

SECTION 3. STATEMENT OF FINDINGS.

A public hearing concerning the consent herein granted to the Company was held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearing having been held and fully opened to the public, and the Borough, having received at said public hearing all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Borough hereby finds that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company’s operating and construction arrangements are adequate and feasible.

SECTION 4. DURATION OF FRANCHISE.

The non-exclusive Municipal Consent granted herein shall expire ten (10) years from the date of expiration of the previous Certificate of Approval issued by the Board.

In the event that the Borough shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Borough shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval; provided however, that the Borough shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

SECTION 5. FRANCHISE FEE.

Pursuant to the terms and conditions of the Act, N.J.S.A. 48:5A-30(d), the Company shall, during each year of operation under the consent granted herein, pay to the Municipality 3.5% of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Municipality or any higher amount permitted by the Act or otherwise allowable by law, whichever is greater. The current franchise fee paid to the Borough is 3.5%.

SECTION 6. FRANCHISE TERRITORY.

The consent granted under this Ordinance for the renewal of the franchise shall apply to the entirety of the Borough and any property subsequently annexed hereto.

SECTION 7. EXTENSION OF SERVICE.

The Company shall, during the franchise period, be required to offer service to any present or future dwelling unit, school, institution, and business located and to be located along any public rights-of-way in the primary service area, as set forth in the Company's application. Any extension of plant beyond the Primary Service Area shall be governed by the Company's Line Extension Policy, as set forth in the Company's Application, with a HPM ("homes-per-mile") of 35 dwellings per linear mile from the nearest active trunk or feeder line from which a usable cable signal may be obtained. For purposes of this section and the Company's implementation of the LEP, a home shall only be counted as a "dwelling unit" if such home is occupied and within two hundred seventy-five (275) feet of the public right of way.

SECTION 8. CONSTRUCTION REQUIREMENTS.

- a. Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as reasonably good a condition as existed prior to the commencement of said work.
- b. Relocation: If at any time during the period of this consent, the Borough shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Borough, shall remove, re-lay or relocate its equipment, at the expense of the Company. In requiring Company to remove, re-lay or relocate any portion of its property, the Borough shall treat Company the same as, and require no more of Company than, any other similarly situated entity utilizing the Public Rights of Way, including with respect to reimbursement of costs.
- c. Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the Borough so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables. Except in an emergency, the Company will not, without the prior consent of the Supervisor of the Borough's Department of Public Works, or his/her delegate, trim or remove trees in the public rights-of-way or parks in the Borough. The Supervisor or delegate will respond to a request for authorization within 48 hours, Monday through Friday. If requested, the Company will perform any trimming under the direct supervision of the Supervisor or his designee.
- d. Installation of Equipment: The Company shall install equipment in the same location and manner as existing public utilities whenever possible, in order to minimize the impact of same on surrounding property.
- e. Temporary removal of cables: The Company shall, upon request of the Borough, at the Company's expense, temporarily raise, lower or remove its cables and associated facilities in order to facilitate the moving of Borough-owned buildings, equipment, vehicles and machinery and to accommodate other like circumstances. In light of a temporary removal

request by other than the Borough for non-Borough-owned buildings, equipment, vehicles and machinery, the cost of such temporary removal shall be the responsibility of the requesting party.

SECTION 9. CUSTOMER SERVICE.

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the Borough Council upon written request of the Borough Administrator or Clerk.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.
- c. The Company shall use every reasonable effort to meet or exceed voluntary standards for telephone accessibility by the National Cable Television Association (NCTA).
- d. Nothing herein shall impair the right of any subscriber or the Borough to express any comment with respect to telephone accessibility to the Complaint Officer, or impair the right of the Complaint Officer to take any action that is permitted under law.

SECTION 10. MUNICIPAL COMPLAINT OFFICER.

The Office of Cable Television is hereby designed as the Complaint Officer for the Municipality pursuant to N.J.S.A. 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5. The Municipality shall have the right to request copies of records and reports pertaining to complaints by Municipality customers from the OCTV.

SECTION 11. LOCAL OFFICE.

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. § 14:18-5.1 for the purpose of receiving, investigating and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters. Such a business office shall have a publicly listed toll-free telephone number and be open during standard business hours, and in no event (excepting emergent circumstances) less than 9:00 A.M. to 5:00 P.M., Monday through Friday.

SECTION 12. PERFORMANCE BOND.

During the life of the franchise the Company shall give to the Borough a bond in the amount of

Twenty-Five Thousand Dollars (\$25,000). Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

SECTION 13. SUBSCRIBER RATES.

The rates of the Company shall be subject to regulation as permitted by federal and state law.

SECTION 14. COMMITMENTS BY THE COMPANY.

- a. The Company shall continue to provide at no cost Total Preferred cable television service to one (1) outlet to each qualified existing school and library in the Borough, public and private, elementary, intermediate and secondary, provided the school building is within one hundred seventy-five (175) feet of active cable distribution plant or through customer owned conduit. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school or library requesting service. Monthly service charges shall be waived on all additional outlets.
- b. The Company shall continue to provide at no cost Total Preferred cable television service to one (1) outlet to each qualified municipal building in the Borough (Borough Hall, Police Headquarters, Fire Department, and First Aid building), provided they are within one hundred seventy-five (175) feet of active cable distribution plant or through customer owned conduit. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Borough.
- c. Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Borough a one-time E/G Access Capital Grant in the amount of \$10,000 to meet the Access capital needs of the community.
- d. The Communications Act of 1934, as amended [47 U.S.C. §543 (b)], allows the Company to itemize and/or identify: (1.) the amount on the subscriber bill assessed as a franchise fee and the identity of the governmental authority to which the fee is paid; (2.) the amount on the bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, education, and/or governmental access channels or the use of such channels; and (3.) any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The Company reserves its external cost, pass-through rights to the full extent permitted by law.

SECTION 15. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

- a. The Company shall continue to make available a system-wide educational and public access channel that may be shared with other municipalities maintained by the Company. Qualified individuals and organizations may utilize public access for the purpose of cablecasting non-commercial access programming in conformance with the Company's published public access rules.

- b. The Company shall not exercise editorial control over any educational or governmental use PEG Access channels, except Company may refuse to transmit any educational or governmental access program or portion of an educational or governmental access program that contains obscenity, indecency, or nudity.
- c. The Company shall take any steps that are necessary to ensure that the signals originated on the access channels are carried without material degradation, and with a signal whose quality is equal to that of the other standard channels that the Company transmits.

SECTION 16. EMERGENCY USES.

- a. The Company will comply with the Emergency Alert System (“EAS”) rules in accordance with applicable state and federal statutes and regulations.
- b. The Company shall in no way be held liable for any injury suffered by the Borough or any other person, during an emergency, if for any reason the Borough is unable to make full use of the cable television system as contemplated herein.

SECTION 17. LIABILITY INSURANCE.

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of One Million Dollars (\$1,000,000) covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or “umbrella”) policy in the amount of Five Million Dollars (\$5,000,000).

SECTION 18. INCORPORATION OF THE APPLICATION.

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with application State or Federal law.

SECTION 19. COMPETITIVE EQUITY.

Should the Borough grant municipal consent for a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. § 14:17-6.7.

SECTION 20. PROPRIETARY INFORMATION

The Company shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Borough agrees to treat any information disclosed by the Company as confidential and only to disclose it to those employees, representatives, and agents of the Borough that have a need to know in order to enforce this Ordinance Agreement and who agree to maintain the confidentiality of all such information, unless such information is deemed to be subject to New Jersey's Open Public Records Act.

The Company shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Company to be competitively sensitive. The Company may make proprietary or confidential information available for inspection but not copying or removal by the Borough's representative. In the event that the Borough has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Company has designated as confidential, trade secret or proprietary, the Borough shall notify the Company of such request and cooperate with Company in opposing such request.

SECTION 21. FORCE MAJEURE.

The Company shall not be liable or responsible for, in whole or in part, any delay or failure to perform any of its obligations hereunder which may result from accidents, pandemics, floods, fires, earthquakes, tornadoes or other acts of God; war, acts of war (whether or not a declaration of war is made), civil disobedience; civil disturbance, sabotage or vandalism, customer tampering or interference, or act of public enemy; strikes, other labor or job actions or unavailability of materials or equipment; or other events or circumstances beyond the reasonable control of the Company.

SECTION 22. THIRD PARTY BENEFICIARIES.

Nothing in this Franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

SECTION 23. NEW DEVELOPMENTS.

The Borough, for its part, shall endeavor to exercise reasonable efforts to require developers and utility companies to provide the Company with at least fifteen (15) days advance notice of an available open trench for the placement of necessary cable.

SECTION 24. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon passage and publication as required by law, and the issuance of a Renewal Certificate of Approval from the BPU.

SECTION 25. SEVERABILITY.

The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

SECTION 26. REPEALER.

All parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2022-20

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**AN ORDINANCE AMENDING AND SUPPLEMENTING ARTICLE 19-2, ENTITLED
“CHARGES AND RENTS,” OF CHAPTER 19, “WATER AND SEWER,” OF
“THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN,”
IN CERTAIN LIMITED RESPECTS.**

WHEREAS, the Borough of Hightstown (the “Borough”) previously established Article 19-2, entitled “Charges and Rents,” of Chapter 19, “Water and Sewer,” of “The Revised General Ordinances of the Borough of Hightstown” (also referenced as the “Borough Code”); and

WHEREAS, the Mayor and Council wish to revise the charges for water and sewer service within the Borough, as well as to remove outdated provisions of the Borough Code which relate to the Borough’s prior receipt of septage/grey water; and

WHEREAS, these revisions will require amendments to Section 19-2-2, entitled “Water Charges,” and Section 19-2-3, entitled “Sewer Charges,” of the Borough Code, as set forth in more detail below.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Hightstown in the County of Mercer and State of New Jersey, as follows:

1. That Section 19-2-2, entitled “Water Charges,” of Chapter 19, “Water and Sewer,” of Article 19-2, “Charges and Rents,” of “The Revised General Ordinances of the Borough of Hightstown is hereby amended and supplemented in the following respects (additions are show with underline; deletions are shown with ~~strikethrough~~):

§ 19-2-2. Water Charges.

| Type | Charge |
|---|---|
| Quarterly base charge for water connections (per connection unit) | \$46.75 <u>\$54.70</u> per unit |
| Quarterly base charge for auxiliary residential water-only connection (per connection unit), installed as per § 19-2-5C | \$30 <u>\$35.00</u> per unit |
| Water usage charge per each 100 cubic feet of metered water usage (all account types except auxiliary residential water-only connections) | \$2.08 <u>\$2.43</u> |
| Water usage charge per each 100 cubic feet of metered water usage for auxiliary residential water-only connections | \$3.03 <u>\$3.55</u> per unit |
| Tanked water | \$20 <u>\$23.40</u> per 1,000 gallons |
| Quarterly base charge for private fire service lines: | |

| Type | Charge |
|---------------------------|-------------------------------------|
| Size of fire service line | Charge |
| 2" | \$10.05 <u>\$11.76</u> |
| 4" | \$52.50 <u>\$61.43</u> |
| 6" | \$162.75 <u>\$190.42</u> |
| 8" | \$351.75 <u>\$411.55</u> |
| 10" | \$630 <u>\$737.11</u> |

The Borough shall assess a charge of \$15 for all water meter readings not required for the calculation of quarterly water bills.

All water charges above shall increase by an additional 1% every January 1, starting on January 1, ~~2023~~ 2024.

2. That Section 19-2-3, entitled "Sewer Charges," of Chapter 19, "Water and Sewer," of "The Revised General Ordinances of the Borough of Hightstown is hereby amended and supplemented in the following respects (additions are show with underline; deletions are shown with ~~strikethrough~~):

§ 19-2-3. Sewer Charges.

The following charges and rents shall be charged for use of the sewer system. For premises connected with the water mains of the public water and sewer system owned by the Borough, a sum shall be charged in accordance with the following rates and be computed from the amount and use of water taken from the water mains during the most recently billed quarter of the calendar year as evidenced by the reading of the water meter for the premises. Sewer charges shall be based upon the following:

A. Connections and Usage.

- (1) Quarterly base charge for sewage connections (per connection unit) whether or not any water is used during the quarter: ~~\$78.50~~ \$91.85 per unit.
- (2) Sewage usage charge per each 100 cubic feet of metered water usage (all account types): ~~\$4.31~~ \$5.04.
- (3) Rates for Subsection A(1) and (2) above shall increase by 1% every January 1, starting on January 1, ~~2023~~ 2024.

~~B. Receipt of Septage/Grey Water.~~

| Type | Charge |
|--|-----------------------------------|
| For processing of grey water delivered via tank truck by commercial entities | \$39 per 1,000 gallons |
| The contents of each tanker will be tested so as to determine the pH level of the material. | |

| Type | Charge |
|--|-------------------------------------|
| For material with a measured pH found to be between 5.0 and 5.5, an additional surcharge will be assessed | \$7.50 per 1,000 gallons |
| For material with a measured pH found to be below 5.0, an additional surcharge will be assessed | \$15 per 1,000 gallons |
| For processing of septic tank waste delivered via tank truck by commercial entities | |
| Septic containing less than 3% total solids | \$61 per 1,000 gallons |
| The contents of each tanker will be tested so as to determine the pH level of the material. | |
| For material with a measured pH found to be between 5.0 and 5.5, an additional surcharge will be assessed | \$7.50 per 1,000 gallons |
| For material with a measured pH found to be below 5.0, an additional surcharge will be assessed | \$15 per 1,000 gallons |
| Septic containing greater than 3% total solids but less than 4% total solids | \$72 per 1,000 gallons |
| The contents of each tanker will be tested so as to determine the pH level of the material. | |
| For material with a measured pH found to be between 5.0 and 5.5, an additional surcharge will be assessed | \$7.50 per 1,000 gallons |
| For material with a measured pH found to be below 5.0, an additional surcharge will be assessed | \$15 per 1,000 gallons |
| Septic containing greater than 4% total solids but less than 5% total solids | \$82 per 1,000 gallons |
| The contents of each tanker will be tested so as to determine the pH level of the material. | |
| For material with a measured pH found to be between 5.0 and 5.5, an additional surcharge will be assessed | \$7.50 per 1,000 gallons |
| For material with a measured pH found to be below 5.0, an additional surcharge will be assessed | \$15 per 1,000 gallons |
| Septic containing greater than 5% total solids | \$93 per 1,000 gallons |
| The contents of each tanker will be tested so as to determine the pH level of the material. | |
| For material with a measured pH found to be between 5.0 and 5.5, an additional surcharge will be assessed | \$7.50 per 1,000 gallons |
| For material with a measured pH found to be below 5.0, an additional surcharge will be assessed | \$15 per 1,000 gallons |
| Septic (Jugglers) | \$93 per 1,000 gallons |

| Type | Charge |
|--|-------------------------------------|
| The contents of each tanker will be tested so as to determine the pH level of the material. | |
| For material with a measured pH found to be between 5.0 and 5.5, an additional surcharge will be assessed | \$7.50 per 1,000 gallons |
| For material with a measured pH found to be below 5.0, an additional surcharge will be assessed | \$15 per 1,000 gallons |
| Car Wash | \$72 per 1,000 gallons |
| The contents of each tanker will be tested so as to determine the pH level of the material. | |
| For material with a measured pH found to be between 5.0 and 5.5, an additional surcharge will be assessed | \$7.50 per 1,000 gallons |
| For material with a measured pH found to be below 5.0, an additional surcharge will be assessed | \$15 per 1,000 gallons |
| Septic from Recreational Vehicles (RV) | \$15 per 1,000 gallons |

~~C.B.~~ No petroleum oil or grease from mineral sources will be accepted at the Advanced Wastewater Treatment Plant.

~~D.C.~~ The term “calendar year” as used in this section shall be the period between January 1 and December 31.

3. That all other provisions of Chapter 19 of the Borough Code which are not referenced in Sections 1 and 2 of this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

4. That all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

5. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Introduced:

Adopted:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2022-21

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**BOND ORDINANCE PROVIDING FOR VARIOUS
CAPITAL IMPROVEMENTS IN AND BY THE BOROUGH
OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW
JERSEY, APPROPRIATING \$819,100 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$775,780 BONDS OR
NOTES OF THE BOROUGH TO FINANCE PART OF THE
COST THEREOF.**

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$819,100, including the aggregate sum of \$43,320 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$775,780 pursuant to the Local Bond Law. In anticipation of

the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

| <u>Purpose</u> | <u>Appropriation & Estimated Cost</u> | <u>Estimated Maximum Amount of Bonds & Notes</u> | <u>Period of Usefulness</u> |
|---|---|--|-----------------------------|
| a) <u>Police:</u> | | | |
| (i) Acquisition of a server management system, including all related costs and expenditures incidental thereto. | \$12,500 | \$11,900 | 5 years |
| (ii) Acquisition of stalker street signs, including all related costs and expenditures incidental thereto. | \$12,500 | \$11,900 | 10 years |
| b) <u>Fire Department:</u> | | | |
| (i) Acquisition of self-contained breathing apparatus bottles, rescue equipment upgrades and turnout gear, including all related costs and expenditures incidental thereto. | \$117,500 | \$107,800 | 5 years |
| (ii) Engine bay floor repair and the acquisition of a vehicle compression system and a vehicle exhaust system, including all related costs and expenditures incidental thereto and further including all work | | | |

and materials necessary therefor and incidental thereto.

| | | |
|----------|----------|----------|
| \$84,500 | \$80,400 | 15 years |
|----------|----------|----------|

c) Department of Public Works:

(i) Acquisition of an automated garbage truck, including all related costs and expenditures incidental thereto.

| | | |
|-----------|-----------|---------|
| \$460,000 | \$438,000 | 5 years |
|-----------|-----------|---------|

(ii) Acquisition of road signage and a rectangle rapid flashing beacon, including all related costs and expenditures incidental thereto.

| | | |
|----------|----------|----------|
| \$48,300 | \$45,990 | 10 years |
|----------|----------|----------|

d) Parks and Recreation:

Acquisition of basketball catch nets for Dawes Park, including all related costs and expenditures incidental thereto.

| | | |
|---------|---------|----------|
| \$5,800 | \$5,500 | 15 years |
|---------|---------|----------|

e) Roads:

East Ward Street Bridge improvements, including all work and materials necessary therefor and incidental thereto.

| | | |
|----------|----------|----------|
| \$78,000 | \$74,290 | 10 years |
|----------|----------|----------|

| | | |
|--------|------------------|------------------|
| TOTAL: | <u>\$819,100</u> | <u>\$775,780</u> |
|--------|------------------|------------------|

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to

mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the Borough may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 6.95 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$775,780, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$29,600 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

(e) Any action taken prior to the date of adoption of this bond ordinance in furtherance of the several improvements or purposes described in Section 3, including but not limited to, expenditures of funds appropriated hereby, are hereby ratified, confirmed and approved.

Section 7. The Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes or improvements

described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2022-22

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**BOND ORDINANCE PROVIDING FOR WATER METERS
REPLACEMENTS AND UPGRADES FOR THE WATER
AND SEWER UTILITY AND BY THE BOROUGH OF
HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW
JERSEY, APPROPRIATING \$73,000 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$69,500 BONDS OR
NOTES OF THE BOROUGH TO FINANCE THE COST
THEREOF.**

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF
HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY (not less than two-thirds of
all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby
authorized to be undertaken by the Borough of Hightstown, in the County of Mercer, New Jersey
(the "Borough") as a general improvement. For the improvement or purpose described in Section
3(a), there is hereby appropriated the sum of \$73,000, including the sum of \$3,500 as the down
payment required by the Local Bond Law. The down payment is now available by virtue of
provision for down payment or for capital improvement purposes in one or more previously
adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by
application of the down payment, negotiable bonds are hereby authorized to be issued in the
principal amount of \$69,500 pursuant to the Local Bond Law. In anticipation of the issuance of
the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and
within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is water meters replacements and upgrades, including all work and materials necessary therefor and incidental thereto and further including all related costs and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the

amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 15 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes

provided in this bond ordinance by \$69,500, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$3,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 40c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the

requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2022-23

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**BOND ORDINANCE PROVIDING A SUPPLEMENTAL
APPROPRIATION OF \$85,000 FOR IMPROVEMENTS TO
VARIOUS ROADS IN AND BY THE BOROUGH OF
HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW
JERSEY, AND AUTHORIZING THE ISSUANCE OF \$85,000
BONDS OR NOTES OF THE BOROUGH TO FINANCE
PART OF THE COST THEREOF.**

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance has heretofore been authorized to be undertaken by the Borough as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the supplemental amount of \$85,000, such sum being in addition to the \$873,000 appropriated therefor by Bond Ordinance #2020-05, finally adopted July 20, 2022 (the “Original Bond Ordinance”) and including the \$600,000 grant expected to be received from the State of New Jersey Department of Transportation Municipal Aid Program (the “State Grant). Pursuant to 40A:2-11(c), no down payment is provided for the costs of the project since the project is being partially funded by the State Grant.

Section 2. In order to finance the additional cost of the improvement, negotiable bonds are hereby authorized to be issued in the principal amount of \$85,000 pursuant to the Local Bond

Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement heretofore authorized and the purpose for the financing of which the bonds are to be issued is improvements to various roads, including Springcrest Drive, Taylor Avenue, Spruce Court and Glen Drive, including curb, sidewalk and roadway improvements, and further including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is \$358,000, including the \$273,000 authorized by the Original Bond Ordinance and the \$85,000 bonds or bond anticipation notes authorized herein.

(c) The estimated cost of the improvement or purpose is \$958,000, including the \$873,000 appropriated by the Original Bond Ordinance and the \$85,000 appropriated herein.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers

thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been

filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$358,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$183,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement. Of this amount, \$113,000 was estimated for these items of expense in the Original Bond Ordinance and an additional \$70,000 is estimated therefor herein.

Section 7. The Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 3 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant

to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Ordinance 2022-24

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**BOND ORDINANCE PROVIDING A SUPPLEMENTAL
APPROPRIATION OF \$65,000 FOR IMPROVEMENTS TO
VARIOUS ROADS IN AND BY THE BOROUGH OF
HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW
JERSEY, AND AUTHORIZING THE ISSUANCE OF \$65,000
BONDS OR NOTES OF THE BOROUGH TO FINANCE
PART OF THE COST THEREOF.**

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance has heretofore been authorized to be undertaken by the Borough as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the supplemental amount of \$65,000, such sum being in addition to the \$430,000 appropriated therefor by Bond Ordinance #2015-15, finally adopted August 17, 2015 (the “Original Bond Ordinance”), as supplemental by #2017-15, finally adopted November 6, 2017 (the “Supplemental Bond Ordinance”) and the \$132,000 appropriated therefor by the Supplemental Bond Ordinance and including the \$275,000 grant from the Safe Route to School Program administered by the State of New Jersey Department of Transportation (the “State Grant”). Pursuant to 40A:2-11(c), no down payment is provided for the costs of the project since the project is being partially funded by the State Grant.

Section 2. In order to finance the additional cost of the improvement, negotiable bonds are hereby authorized to be issued in the principal amount of \$65,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement heretofore authorized and the purpose for the financing of which the bonds are to be issued is improvements to Stockton Steet and Joseph Street, including, but not limited to, repaving and improvements to sidewalks and curbs on Joseph Street, and further including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is \$627,000, including the \$430,000 authorized by the Original Bond Ordinance, the \$132,000 authorized by the Supplemental Bond Ordinance and the \$65,000 bonds or bond anticipation notes authorized herein.

(c) The estimated cost of the improvement or purpose is \$627,000, including the \$430,000 authorized by the Original Bond Ordinance, the \$132,000 authorized by the Supplemental Bond Ordinance and the \$135,000 appropriated herein.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued

hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$65,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$255,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement. Of this amount, \$80,000 was estimated for these items of expense in the Original Bond Ordinance, \$40,000 was estimated for these items of expense in the Supplemental Bond Ordinance and an additional \$135,000 is estimated therefor herein.

Section 7. The Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 3 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the

obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduction:

Adoption:

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

LAWRENCE D. QUATTRONE
MAYOR

Resolution 2022-216

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**AMENDING RESOLUTION 2021-048 AUTHORIZING DESIGN, INSPECTION AND
ADMINISTRATION OF IMPROVEMENTS TO RAILROAD AVENUE AND DEY
STREET**

WHEREAS, on March 1, 2021, with the adoption of Resolution 2021-48, Borough Council authorized Borough Engineer, Carmela Roberts, construction inspection and contract administration services for Improvements to Railroad Avenue and Dey Street at an amount not to exceed \$46,000.00; and

WHEREAS, due to additional work needed pursuant to NJDEP Lead Service rules, the cost for construction inspection and contract administration services increased by \$7,000.00; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for this expenditure.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that Resolution 2021-048 is hereby amended to increase the cost for contract inspection and contract administration services for Improvements to Railroad Avenue and Dey Street by \$7,000 for a total cost not to exceed \$53,000.00.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 5, 2022.

Margaret Riggio
Borough Clerk

Resolution 2022-217

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

RESCINDING RESOLUTION 2022-97

WHEREAS, Resolution 2022-97 awarded a contract to Earle Asphalt Company for the replacement of galvanized pipes located on Railroad Avenue and Dey Street; and

WHEREAS, the Borough has been notified by Earle Asphalt Company that they are unable to complete the necessary water service placement at this time.

NOW THEREFORE BE IT RESOLVED, the Mayor and Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey hereby rescind resolution 2022-97.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 5, 2022.

Margaret Riggio
Borough Clerk

Resolution 2022-218

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**AUTHORIZING CHANGE ORDER NO. 2 IMPROVEMENTS TO
RAILROAD AVENUE, DEY STREET, CENTER STREET AND SOUTH
ACADEMY STREET – S. BROTHERS, INC.**

WHEREAS, on November 1, 2021, the Borough Council awarded a contract for Improvements to Railroad Avenue, Dey Street, Center Street and South Academy Street in Hightstown Borough to S. Brothers, Inc, of South River, New Jersey at the price of \$573,798.00; and

WHEREAS, the contractor has submitted Change Order No. 2, in the amount of \$53,204.00 which represents replacement of seven (7) existing galvanized water services between the curb and water meter in accordance with new State regulations; and

WHEREAS, the Borough Engineer has recommended approval of Change order No. 2; and

WHEREAS, the Finance Officer has certified that funds are available for this expenditure.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown Change Order No. 1, in the amount of \$53,204.00 to S. Brothers, Inc. of South River, New Jersey is hereby approved as detailed herein.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 5, 2022.

Margaret Riggio
Borough Clerk

November 18, 2022

Dimitri Musing, Borough Administrator
Borough of Hightstown
156 Bank Street
Hightstown, New Jersey 08520

Re: Improvements to Railroad Avenue and Dey Street
Borough of Hightstown, Mercer County, New Jersey
Our File No.: H1801

Dear Dimitri:

As you know, the Borough is currently under contract with S. Brothers, Inc. for roadway improvements at Railroad Avenue and Dey Street. This contract includes replacement of existing galvanized water services from the main to the curb.

After the contract was awarded, NJDEP clarified the Lead Service Rules which requires the Borough to replace all galvanized water services between the curb and the house. This was not included in the contract originally awarded to S. Brothers, Inc.

Once NJDEP clarified the Lead Service Rules in 2022, quotes were requested in April 2022 from S. Brothers, Inc. as well as the Borough's Emergency Repair Contractor, Earle Asphalt. They provided quotes of \$50,172.00 and \$31,550.00, respectively.

At that time, the Borough directed Earle to move forward with this work. This office has been in constant contact with Earle to coordinate and inspect. However, Earle recently notified the Borough that their plumbing subcontractor has since pulled out of the contract. Therefore, Earle is unable to complete the necessary water service replacement.

Upon receipt of Earle's notification, we contacted a local plumber, Herrs Plumbing, to obtain an additional quote. Herrs quoted this work at \$46,145.00. This is above the bid threshold of \$44,000 and therefore could not be awarded without a formal bid advertisement.

In consultation with the Borough, we requested a new quote from S. Brothers, Inc. The revised quote is for \$53,204.00. Although this is greater than the bid threshold, it can be added to their current contract for Improvements to Railroad Avenue and Dey Street while still complying with the NJ Local Public Contracts Law. The Borough can authorize S. Brothers, Inc. to move forward with this work by way of a change order and resolution. S. Brothers, Inc. has indicated that the construction will take place in early December 2022 subject to weather, availability of materials, and the receipt of the necessary plumbing permits.

Although the contract for Improvements to Railroad Avenue and Dey Street is still open, the improvements and punch list are substantially complete. Nearly all construction and inspection have been completed.

As this was not anticipated, costs for inspection and construction administration were not included in our contract. Had this work been completed when the roadway improvements were taking place, we would have been able to absorb the costs because the inspection would have occurred during the same time period.

As a result, I am requesting that the Borough allow for an increase in our contract by \$7,000 to cover these costs. This will include conducting of field inspections, review quantities, prepare the formal change order, prepare payment recommendations, and prepare a punch list if needed.

Should you have any questions or concerns, please do not hesitate to contact my office.

Very truly yours,



Carmela Roberts, P.E., C.M.E.
Borough Engineer

cc: Peggy Riggio, RMC, CMR, Borough Clerk
George Lang, Borough CFO
Cameron Corini, P.E., C.M.E., Roberts Engineering Group, LLC
Kelly Pham, E.I.T., Roberts Engineering Group, LLC

Resolution 2022-219

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AUTHORIZING PAYMENT OF BILLS

WHEREAS, certain bills are due and payable as per itemized claims listed on the following schedules, which are made a part of the minutes of this meeting as a supplemental record;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the bills be paid on audit and approval of the Borough Administrator, the appropriate Department Head and the Treasurer in the amount of \$104,419.07 from the following accounts:

| | | | |
|-----------------------|--|---------------------|--|
| Current | | \$51,038.89 | |
| W/S Operating | | 16,719.57 | |
| General Capital | | 34,089.00 | |
| Water/Sewer Capital | | 0.00 | |
| Grant | | 1,000.00 | |
| Trust | | 0.00 | |
| Unemployment Trust | | 532.11 | |
| Animal Control | | 0.00 | |
| Law Enforcement Trust | | 0.00 | |
| Tax Lien Trust | | 0.00 | |
| Public Defender Trust | | 0.00 | |
| Housing Trust | | 0.00 | |
| Escrow | | <u>1,039.50</u> | |
| | | | |
| Total | | <u>\$104,419.07</u> | |
| | | | |
| | | | |

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 5, 2022.

Margaret Riggio
Borough Clerk

To: Mayor and Council

From: Finance Office

Re: Manual Bill List for 12/5/22

| CURRENT ACCOUNT | DATE ISSUED | PO # | CHECK # | Amount |
|----------------------------------|-------------|----------|---------|-------------|
| NJ DEPT OF TRANSPORTATION | 11/29/2022 | 22-01503 | 34772 | \$ 525.00 |
| TOTAL | | | | \$ 525.00 |
| <u>WATER AND SEWER OPERATING</u> | | | | |
| TOTAL | | | | \$ - |
| <u>ESCROW</u> | | | | |
| TOTAL | | | | \$ - |
| <u>GRANT</u> | | | | |
| BECKER FAMILY ENTERPRISES | 11/22/2022 | 22-01439 | 1764 | \$ 1,000.00 |
| TOTAL | | | | \$ 1,000.00 |
| <u>TRUST- OTHER</u> | | | | |
| TOTAL | | | | \$ - |
| <u>ANIMAL CONTROL TRUST</u> | | | | |
| TOTAL | | | | \$ - |
| <u>LAW ENFORCEMENT TRUST</u> | | | | |
| TOTAL | | | | \$ - |
| <u>UNEMPLOYMENT TRUST</u> | | | | |
| TOTAL | | | | \$ - |
| <u>PUBLIC DEFENDER TRUST</u> | | | | |
| TOTAL | | | | \$ - |
| <u>TAX LIENTRUST</u> | | | | |
| TOTAL | | | | \$ - |
| <u>GENERAL CAPITAL</u> | | | | |
| TOTAL | | | | \$ - |
| <u>WATER AND SEWER CAPITAL</u> | | | | |
| TOTAL | | | | \$ - |
| MANUAL TOTAL | | | | \$ 1,525.00 |

| | | | | | | | | | | | |
|---|---------|---------------------------------|-----------|--------------------------------|----------|----------|----------|--------------------|---------------|------|--|
| P.O. Type: All | | Include Project Line Items: Yes | | Open: N | | Paid: N | | Void: N | | | |
| Range: First | | to Last | | Rcvd: Y | | Held: Y | | Aprv: N | | | |
| Format: Detail without Line Item Notes | | | | Bid: Y | | State: Y | | Other: Y Exempt: Y | | | |
| Vendors: All | | Include Non-Budgeted: Y | | | | | | | | | |
| Rcvd Batch Id Range: First to Last | | | | | | | | | | | |
| | | | | | | | | | | | |
| Vendor # Name | | | | | | | | | | | |
| PO # | PO Date | Description | Contract | PO Type | | First | Rcvd | Chk/Void | | 1099 | |
| Item Description | Amount | Charge Account | Acct Type | Description | Stat/Chk | Enc Date | Date | Date | Invoice | Excl | |
| | | | | | | | | | | | |
| ACTI0010 ACTION UNIFORM CO, LLC | | | | | | | | | | | |
| 22-01018 08/29/22 CLOTHING ALLOWANCE - JIMENEZ | | | | | | | | | | | |
| 1 CLOTHING ALLOWANCE - JIMENEZ | 850.00 | 2-01-25-240-001-043 | B | Uniform Allowance/Leather Gds. | R | 08/29/22 | 11/30/22 | | 46844 | N | |
| 22-01333 10/26/22 CLOTHING ALLOWANCE - ESPOSITO | | | | | | | | | | | |
| 1 CLOTHING ALLOWANCE - ESPOSITO | 443.97 | 2-01-25-240-001-043 | B | Uniform Allowance/Leather Gds. | R | 10/26/22 | 11/30/22 | | 47066 | N | |
| Vendor Total: | | 1,293.97 | | | | | | | | | |
| | | | | | | | | | | | |
| A0010 ADVANCE AUTO PARTS | | | | | | | | | | | |
| 22-01144 09/21/22 EMS VEHICLE MAINTENANCE | | | | | | | | | | | |
| 1 SEA FOAM | 51.96 | 2-01-25-260-001-034 | B | Vehicle Repair | R | 09/21/22 | 11/30/22 | | 6372226440024 | N | |
| 2 LITHIUM SPRAY | 19.58 | 2-01-25-260-001-034 | B | Vehicle Repair | R | 09/21/22 | 11/30/22 | | 6372226440024 | N | |
| 4 TRICO ICE | 39.98 | 2-01-25-260-001-034 | B | Vehicle Repair | R | 09/21/22 | 11/30/22 | | 6372226440024 | N | |
| 5 CHEMICAL GUYS | 11.99 | 2-01-25-260-001-034 | B | Vehicle Repair | R | 09/21/22 | 11/30/22 | | 6372226440024 | N | |
| 6 RAIN 2 IN 1 WASHER FLUID | 27.96 | 2-01-25-260-001-034 | B | Vehicle Repair | R | 09/21/22 | 11/30/22 | | 6372226440024 | N | |
| 7 SYLVANIA 3057R ZEVO RED LED | 42.98 | 2-01-25-260-001-034 | B | Vehicle Repair | R | 09/21/22 | 11/30/22 | | 6372226440024 | N | |
| 8 SYLVANIA 921: WHITE LED | 27.49 | 2-01-25-260-001-034 | B | Vehicle Repair | R | 09/21/22 | 11/30/22 | | 6372226440024 | N | |
| 9 ARMOR ALL ULTRA SHINE WASH & | 37.96 | 2-01-25-260-001-034 | B | Vehicle Repair | R | 09/21/22 | 11/30/22 | | 6372226440024 | N | |
| 10 SYLVANIA 2825:WHITE LED MINI | 21.99 | 2-01-25-260-001-034 | B | Vehicle Repair | R | 09/21/22 | 11/30/22 | | 6372226440024 | N | |
| 11 DUPLICOLOR RUST FIX, RUST | 29.98 | 2-01-25-260-001-034 | B | Vehicle Repair | R | 09/21/22 | 11/30/22 | | 6372226440024 | N | |
| 12 RUST-OLEUM ACRYLIC ENAMEL | 38.97 | 2-01-25-260-001-034 | B | Vehicle Repair | R | 09/21/22 | 11/30/22 | | 6372226826643 | N | |
| | 350.84 | | | | | | | | | | |
| 22-01462 11/18/22 POCKET CODE READER | | | | | | | | | | | |
| 1 INV 6372225549293 | 60.99 | 2-01-26-290-001-034 | B | Motor Vehicle Parts & Access. | R | 11/18/22 | 11/30/22 | | 6372225549293 | N | |
| Vendor Total: | | 411.83 | | | | | | | | | |

| Vendor # | Name | PO # | PO Date | Description | Contract | PO Type | Stat/Chk | First | Rcvd | Chk/Void | 1099 | |
|-------------------------------------|---------------------------------------|----------|---------------------|-------------|---------------------------|---------|-------------|----------|------|----------|---------------|------|
| Item | Description | Amount | Charge | Account | Acct | Type | Description | Enc | Date | Date | Invoice | Excl |
| A0054 AQUA PRO-TECH LABORATORIES | | | | | | | | | | | | |
| 22-01442 | 11/16/22 INVOICE #227107570 | | | | | | | | | | | |
| 1 | OUTSIDE LAB TESTING | 1,592.65 | 2-09-55-501-002-532 | B | Outside Lab Testing | R | 11/16/22 | 11/30/22 | | | 227107570 | N |
| Vendor Total: | | 1,592.65 | | | | | | | | | | |
| READY005 BLUETRITON BRANDS, INC | | | | | | | | | | | | |
| 22-01022 | 08/29/22 BEAR PARK DISTILLED WATER | | | | | | | | | | | |
| 1 | BEAR PARK DISTILLED WATER | 191.88 | 2-09-55-501-002-506 | B | Lab. Equipment & Supplies | R | 08/29/22 | 11/30/22 | | | 02H5050008134 | N |
| 2 | SHIPPING | 9.99 | 2-09-55-501-002-506 | B | Lab. Equipment & Supplies | R | 11/22/22 | 11/30/22 | | | 02H5050008134 | N |
| | | 201.87 | | | | | | | | | | |
| 22-01443 | 11/16/22 DEER-PARK DISTILLED | | | | | | | | | | | |
| 1 | DEER PARK DISTILLED WATER | 191.88 | 2-09-55-501-002-506 | B | Lab. Equipment & Supplies | R | 11/16/22 | 11/30/22 | | | 12K5050008134 | N |
| 2 | DELIVERY FEE | 9.99 | 2-09-55-501-002-506 | B | Lab. Equipment & Supplies | R | 11/16/22 | 11/30/22 | | | 12K5050008134 | N |
| | | 201.87 | | | | | | | | | | |
| Vendor Total: | | 403.74 | | | | | | | | | | |
| BUCKM005 BUCK MINING & MATERIAL INC | | | | | | | | | | | | |
| 22-01461 | 11/18/22 LEAF DISPOSAL | | | | | | | | | | | |
| 1 | LEAF DISPOSAL - NOV 1 THRU 15 | 2,304.00 | 2-01-26-311-001-166 | B | LEAF DISPOSAL | R | 11/18/22 | 11/30/22 | | | 1077 | N |
| Vendor Total: | | 2,304.00 | | | | | | | | | | |
| C0067 CENTRAL JERSEY POWER | | | | | | | | | | | | |
| 22-01148 | 09/21/22 RAZOR TRIMMER LINE | | | | | | | | | | | |
| 1 | INV 192912 RAZOR TRIMMER LINE | 68.62 | 2-01-26-310-001-024 | B | Building Maintenance | R | 09/21/22 | 11/30/22 | | | 192912 | N |
| Vendor Total: | | 68.62 | | | | | | | | | | |
| CLARK005 CLARKE CATON HINTZ | | | | | | | | | | | | |
| 22-01427 | 11/09/22 PROJECT 5645 HIGHTSTOWN BORO | | | | | | | | | | | |
| 1 | PROJECT 5645 HIGHTSTOWN BORO | 102.00 | 2-01-20-100-001-031 | B | PROF SERVICES | R | 11/09/22 | 11/30/22 | | | 84627 | N |

| Vendor # | Name | | | | | | | | | | | |
|---------------------------------------|----------|-------------------------------|----------|---------------------|--------------------------------------|----------|----------|----------|--------------|------|------|--|
| PO # | PO Date | Description | Contract | PO Type | | | First | Rcvd | Chk/Void | | 1099 | |
| Item Description | | | Amount | Charge Account | Acct Type Description | Stat/Chk | Enc Date | Date | Date Invoice | Excl | | |
| CLARK005 CLARKE CATON HINTZ Continued | | | | | | | | | | | | |
| 22-01429 | 11/10/22 | PROJECT 5645.06 CANNABIS ORD. | | | | | | | | | | |
| 1 PROJECT 5645.06 CANNABIS | | | 680.30 | 2-01-20-155-001-027 | B General Matters | R | 11/10/22 | 11/30/22 | 84629 | N | | |
| Vendor Total: | | | 782.30 | | | | | | | | | |
| COMCA010 COMCAST | | | | | | | | | | | | |
| 22-01505 | 11/29/22 | INV 930909813 HPD 11/15/22 | | | | | | | | | | |
| 1 INV 930909813 HPD 11/15/22 | | | 195.34 | 2-01-20-140-001-060 | B Internet Services and Web Services | R | 11/29/22 | 11/30/22 | 159437413 | N | | |
| Vendor Total: | | | 195.34 | | | | | | | | | |
| COREM005 CORE & MAIN LP | | | | | | | | | | | | |
| 22-00956 | 08/15/22 | WATER METER PARTS | | | | | | | | | | |
| 1 510M S/POINT M2 WIRED METERS | | | 1,650.00 | 2-09-55-501-001-524 | B Meter & Meter Parts | R | 08/15/22 | 11/30/22 | R952459 | N | | |
| 2 IPERL 3/4S 3TS 100CF SM | | | 2,900.00 | 2-09-55-501-001-524 | B Meter & Meter Parts | R | 08/15/22 | 11/30/22 | R388875 | N | | |
| | | | 4,550.00 | | | | | | | | | |
| Vendor Total: | | | 4,550.00 | | | | | | | | | |
| D0057 DETAIL MEDIC LLC | | | | | | | | | | | | |
| 22-01422 | 11/09/22 | HPD VEHICLE MAINTENANCE | | | | | | | | | | |
| 1 HPD VEHICLE MAINTENANCE | | | 400.00 | 2-01-26-315-001-131 | B Vehicle Maint. - Police | R | 11/09/22 | 11/30/22 | 4554 | N | | |
| 2 HPD VEHICLE MAINTENANCE | | | 400.00 | 2-01-26-315-001-131 | B Vehicle Maint. - Police | R | 11/09/22 | 11/30/22 | 4557 | N | | |
| 3 HPD VEHICLE MAINTENANCE | | | 400.00 | 2-01-26-315-001-131 | B Vehicle Maint. - Police | R | 11/09/22 | 11/30/22 | 4559 | N | | |
| | | | 1,200.00 | | | | | | | | | |
| Vendor Total: | | | 1,200.00 | | | | | | | | | |
| DRPUT005 DR PUTHENMADAM RADHAKRISHNAN | | | | | | | | | | | | |
| 22-00553 | 05/12/22 | PROF SVCS HEALTH CLINIC 2022 | | B | | | | | | | | |
| 11 PROF SVCS HEALTH CLNC 11/7/22 | | | 357.18 | 2-01-27-330-001-031 | B Contract-Professional Serv.(B) | R | 09/15/22 | 11/30/22 | 11/7/22 | N | | |
| Vendor Total: | | | 357.18 | | | | | | | | | |

| Vendor # | Name | PO # | PO Date | Description | Contract | PO Type | Stat/Chk | First | Rcvd | Chk/Void | 1099 | |
|------------------------------------|---|----------|---------------------|-------------|-----------|------------------------------------|----------|----------|----------|----------|------------|------|
| Item | Description | Amount | Charge | Account | Acct Type | Description | Enc | Date | Date | Date | Invoice | Excl |
| EZ001 E Z PASS N.J. | | | | | | | | | | | | |
| 22-01498 | 11/29/22 E-Z PASS TOLLS | | | | | | | | | | | |
| 1 | E-Z PASS TOLLS | 10.10 | 2-01-26-315-001-131 | | B | Vehicle Maint. - Police | R | 11/29/22 | 11/30/22 | | 11/17/22 | N |
| Vendor Total: | | 10.10 | | | | | | | | | | |
| E0576 EAST WINDSOR REGIONAL SCHOOL | | | | | | | | | | | | |
| 22-01460 | 11/18/22 OCT 2022 FUEL USE | | | | | | | | | | | |
| 1 | OCT 2022 FUEL USE - FIRE | 595.11 | 2-01-31-460-001-166 | | B | Motor Fuel - Fire Dept. | R | 11/18/22 | 11/30/22 | | OCT 2022 | N |
| 2 | OCT 2022 FUEL USE - POLICE | 2,154.32 | 2-01-31-460-001-145 | | B | Motor Fuel - Police | R | 11/18/22 | 11/30/22 | | OCT 2022 | N |
| 3 | OCT 2022 FUEL USE - FIRST AID | 292.07 | 2-01-31-460-001-148 | | B | Motor Fuel - Emergency Medical | R | 11/18/22 | 11/30/22 | | OCT 2022 | N |
| 4 | OCT 2022 FUEL USE - GARBAGE | 2,614.63 | 2-01-31-460-001-147 | | B | Motor Fuel - Public Works | R | 11/18/22 | 11/30/22 | | OCT 2022 | N |
| 5 | OCT 2022 FUEL USE - STREETS | 968.52 | 2-01-31-460-001-147 | | B | Motor Fuel - Public Works | R | 11/18/22 | 11/30/22 | | OCT 2022 | N |
| 6 | OCT 2022 FUEL USE - WATER | 149.67 | 2-09-55-501-001-512 | | B | Motor Fuel | R | 11/18/22 | 11/30/22 | | OCT 2022 | N |
| 7 | OCT 2022 FUEL USE - SEWER | 145.27 | 2-09-55-501-002-512 | | B | Motor Fuel | R | 11/18/22 | 11/30/22 | | OCT 2022 | N |
| 8 | OCT 2022 FUEL USE - CONSTRUC | 38.80 | 2-01-31-460-001-151 | | B | MOTOR FUEL-CONSTRUCTION DEPARTMENT | R | 11/18/22 | 11/30/22 | | OCT 2022 | N |
| 9 | OCT 2022 FUEL FACILITY FEE | 120.00 | 2-01-31-460-001-144 | | B | Upgrades to Fueling Facility | R | 11/18/22 | 11/30/22 | | OCT 2022 | N |
| | | 7,078.39 | | | | | | | | | | |
| Vendor Total: | | 7,078.39 | | | | | | | | | | |
| E0070 EMERGENCY EQUIPMENT SALES | | | | | | | | | | | | |
| 22-01464 | 11/18/22 ADD ADD'L BRAKE LIGHTS TO REAR | | | | | | | | | | | |
| 1 | ADD ADD'L BRAKE LIGHTS TO REAR | 276.00 | 2-01-25-260-001-034 | | B | Vehicle Repair | R | 11/18/22 | 11/30/22 | | 21-0514 | N |
| 2 | M9 SERIES B/T/T LIGHT CL LENS | 482.11 | 2-01-25-260-001-034 | | B | Vehicle Repair | R | 11/18/22 | 11/30/22 | | 21-0514 | N |
| 3 | CHROME FLANGE LIGHTEAD | 29.81 | 2-01-25-260-001-034 | | B | Vehicle Repair | R | 11/18/22 | 11/30/22 | | 21-0514 | N |
| 4 | SHIPPING & HANDLING | 19.00 | 2-01-25-260-001-034 | | B | Vehicle Repair | R | 11/18/22 | 11/30/22 | | 21-0514 | N |
| 5 | ELECTRICAL SUPPLIES | 16.92 | 2-01-25-260-001-034 | | B | Vehicle Repair | R | 11/18/22 | 11/30/22 | | 21-0514 | N |
| | | 823.84 | | | | | | | | | | |
| Vendor Total: | | 823.84 | | | | | | | | | | |
| Q0176 EUROFINS QC, LLC | | | | | | | | | | | | |
| 22-01376 | 11/01/22 WATER ANALYSIS | | | | | | | | | | | |
| 1 | INV 6300032719 WATER ANALYSIS | 255.00 | 2-09-55-501-001-532 | | B | Outside Testing/Labs | R | 11/01/22 | 11/30/22 | | 6300032719 | N |
| 22-01398 | 11/02/22 WATER ANAYLIS | | | | | | | | | | | |
| 1 | INV 6300032997 WATER ANAYLIS | 255.00 | 2-09-55-501-001-532 | | B | Outside Testing/Labs | R | 11/02/22 | 11/30/22 | | 6300032997 | N |

[illegible]

| Vendor # | Name | PO # | PO Date | Description | Contract | PO Type | Stat/Chk | First | Rcvd | Chk/Void | 1099 | |
|---------------------------------------|---|-----------|---------------------|---|-----------|-------------|----------|-------|------|---------------|---------|------|
| Item | Description | Amount | Charge | Account | Acct Type | Description | Enc | Date | Date | Date | Invoice | Excl |
| H1100 HOME DEPOT CREDIT SERVICES | | | | | | | | | | | | |
| 22-01485 | 11/29/22 NOV 2022 INVOICES | | | | | | | | | | | |
| 1 INV | 5045162 - SCREWS/6" HOLDER | 18.44 | 2-01-26-310-001-024 | B Building Maintenance | R | 11/29/22 | 11/30/22 | | | 5045162 | | N |
| 2 INV | 3970359 - FILTERS/JOINT | 211.33 | 2-09-55-501-002-503 | B Sewer Plant Maintenance | R | 11/29/22 | 11/30/22 | | | 3970359 | | N |
| 3 INV | 7522752 - HAMMER/ANCHORS | 24.48 | 2-01-26-310-001-024 | B Building Maintenance | R | 11/29/22 | 11/30/22 | | | 7522752 | | N |
| 4 INV | 6522916 - LEAF RAKES | 55.92 | 2-01-26-311-001-034 | B Equipment Parts & Accessories | R | 11/29/22 | 11/30/22 | | | 6522916 | | N |
| | | 310.17 | | | | | | | | | | |
| Vendor Total: | | 310.17 | | | | | | | | | | |
| INTER015 INTERSTATE WASTE SERVICES OF | | | | | | | | | | | | |
| 22-00992 | 08/23/22 MUNICIPAL RECYCLING 6/16-12/31 | | B | | | | | | | | | |
| 9 RECYCLING | 12/1/22-12/31/22 | 11,659.25 | 2-01-26-311-001-029 | B Recycling Contract co-mingle-paper/cdbd | R | 08/23/22 | 11/30/22 | | | 8565709 | | N |
| Vendor Total: | | 11,659.25 | | | | | | | | | | |
| J0258 JCP&L (STREET LIGHTING) | | | | | | | | | | | | |
| 22-01468 | 11/18/22 ACCT 724 & 765 DATED 11/16/22 | | | | | | | | | | | |
| 1 100 011 415 724 | STREET LIGHTS | 397.20 | 2-01-31-435-001-075 | B Street Lighting | R | 11/18/22 | 11/30/22 | | | 95806547948 | | N |
| 2 100 011 415 765 | STREET LIGHTS | 1,805.55 | 2-01-31-435-001-075 | B Street Lighting | R | 11/18/22 | 11/30/22 | | | 95806547949 | | N |
| | | 2,202.75 | | | | | | | | | | |
| Vendor Total: | | 2,202.75 | | | | | | | | | | |
| J0378 KENNCO LLC | | | | | | | | | | | | |
| 22-01400 | 11/02/22 MONTHLY CYLINDER RENTAL | | | | | | | | | | | |
| 1 INV | R17094 | 24.40 | 2-01-26-290-001-050 | B DPW Work Equipment | R | 11/02/22 | 11/30/22 | | | R17094 | | N |
| Vendor Total: | | 24.40 | | | | | | | | | | |
| L0037 LINCOLN FINANCIAL GROUP | | | | | | | | | | | | |
| 22-01467 | 11/18/22 DECEMBER 2022 LIFE INSURANCE | | | | | | | | | | | |
| 1 DECEMBER 2022 | LIFE INSURANCE | 281.48 | 2-01-23-210-003-115 | B Medical Ins-Emp1 Grp Health | R | 11/18/22 | 11/30/22 | | | DECEMBER 2022 | | N |
| 2 DECEMBER 2022 | LIFE INSURANCE | 9.08 | 2-01-23-210-003-115 | B Medical Ins-Emp1 Grp Health | R | 11/18/22 | 11/30/22 | | | DECEMBER 2022 | | N |
| 3 DECEMBER 2022 | LIFE INSURANCE | 5.91 | 2-01-23-210-003-115 | B Medical Ins-Emp1 Grp Health | R | 11/18/22 | 11/30/22 | | | DECEMBER 2022 | | N |
| 4 DECEMBER 2022 | LIFE INSURANCE | 63.56 | 2-09-55-501-002-514 | B Insurance | R | 11/18/22 | 11/30/22 | | | DECEMBER 2022 | | N |

| Vendor # Name | | | | | |
|--|---------------|---------------------|------------------------------|------------------------|-------------------|
| PO # | PO Date | Description | Contract PO Type | First Rcvd Chk/Void | 1099 |
| Item Description | Amount | Charge Account | Acct Type Description | Stat/Chk Enc Date Date | Date Invoice Excl |
| L0037 LINCOLN FINANCIAL GROUP | Continued | | | | |
| 22-01467 11/18/22 DECEMBER 2022 LIFE INSURANCE | Continued | | | | |
| 5 DECEMBER 2022 LIFE INSURANCE | <u>18.16</u> | 2-09-55-501-001-514 | B INSURANCE | R 11/18/22 11/30/22 | DECEMBER 2022 N |
| | 360.03 | | | | |
| Vendor Total: | 360.03 | | | | |
| LSCME005 LSC MECHANICAL | | | | | |
| 22-01463 11/18/22 DIAGNOSTIC FEE 2006 AMBULANCE | | | | | |
| 1 DIAGNOSTIC FEE 2006 AMBULANCE | 125.00 | 2-01-25-260-001-034 | B Vehicle Repair | R 11/18/22 11/30/22 | 5475 N |
| Vendor Total: | 125.00 | | | | |
| M0180 MCMASTER-CARR | | | | | |
| 22-01458 11/18/22 SWIVEL SHAFT & SILICONE GREASE | | | | | |
| 1 SWIVEL SHAFT ROD END | 19.76 | 2-09-55-501-002-503 | B Sewer Plant Maintenance | R 11/18/22 11/30/22 | 88449214 N |
| 2 CAN SILICONE GREASE | 17.60 | 2-09-55-501-002-503 | B Sewer Plant Maintenance | R 11/18/22 11/30/22 | 88449214 N |
| 3 SHIPPING | <u>8.11</u> | 2-09-55-501-002-503 | B Sewer Plant Maintenance | R 11/21/22 11/30/22 | 88449214 N |
| | 45.47 | | | | |
| Vendor Total: | 45.47 | | | | |
| M0065 METTLER-TOLEDO, LLC | | | | | |
| 22-01288 10/17/22 PREVENTIVE MAINTENANCE | | | | | |
| 1 FULL PREVENTIVE MAINT ONSITE | 147.49 | 2-09-55-501-002-506 | B Lab. Equipment & Supplies | R 10/17/22 11/30/22 | 655093685 N |
| 2 BASIC TEST REPORT | <u>185.00</u> | 2-09-55-501-002-506 | B Lab. Equipment & Supplies | R 10/17/22 11/30/22 | 655093685 N |
| | 332.49 | | | | |
| Vendor Total: | 332.49 | | | | |
| S0244 N.J. STATE DEPT OF LABOR | | | | | |
| 22-01504 11/29/22 3RD QTR 2020 UNEMPLOYMENT | | | | | |
| 1 3RD QTR 2020 UNEMPLOYMENT | 532.11 | T-16-56-286-000-833 | B RESERVE-UNEMPLOYMENT TRUST | R 11/29/22 11/30/22 | 3RD QTR 2020 N |
| Vendor Total: | 532.11 | | | | |

| Vendor # | Name | PO # | PO Date | Description | Contract | PO Type | First | Rcvd | Chk/Void | 1099 | | |
|---------------------------------------|--|----------|---------------------|-------------|-----------|-----------------------------|----------|----------|----------|------|--------------|------|
| Item | Description | Amount | Charge | Account | Acct Type | Description | Stat/Chk | Enc Date | Date | Date | Invoice | Excl |
| N0275 NJ LEAGUE OF MUNICIPALITIES | | | | | | | | | | | | |
| 22-01279 | 10/12/22 Cannabis Webinar | | | | | | | | | | | |
| 1 | CEU Webinbar - Cannabis | 75.00 | 2-01-21-180-001-042 | | B | Education & Training | R | 10/12/22 | 11/30/22 | | S22314 | N |
| Vendor Total: | | 75.00 | | | | | | | | | | |
| P0088 PARKER MCCAY, P.A. | | | | | | | | | | | | |
| 22-01466 | 11/18/22 Services through 10/31/22 | | | | | | | | | | | |
| 1 | #3154386; Srvc thru 10/31/22 | 1,072.50 | 2-01-21-180-001-107 | | B | Planning Board - Attorney | R | 11/18/22 | 11/30/22 | | 3154386 | N |
| 2 | #3154387; Srvc thru 10/31/22 | 792.00 | 2021-02 | | P | Amended Site Plan | R | 11/18/22 | 11/30/22 | | 3154387 | N |
| 3 | #3154389; Srvc thru 10/31/22 | 66.00 | 2022-06 | | P | 480 MERCER STREET WAREHOUSE | R | 11/18/22 | 11/30/22 | | 3154389 | N |
| | | 1,930.50 | | | | | | | | | | |
| Vendor Total: | | 1,930.50 | | | | | | | | | | |
| POLIC005 POLICE & SHERIFFS PRESS, INC | | | | | | | | | | | | |
| 22-01448 | 11/18/22 HPD ID CARDS | | | | | | | | | | | |
| 1 | HPD ID CARDS | 32.60 | 2-01-20-125-001-023 | | B | Printing & Stationary | R | 11/18/22 | 11/30/22 | | 169723 | N |
| Vendor Total: | | 32.60 | | | | | | | | | | |
| P0044 PSE&G | | | | | | | | | | | | |
| 22-01469 | 11/21/22 ENERGY BILLS DATED 11/15/22 | | | | | | | | | | | |
| 1 | 75 235 176 09 MERCER ST | 19.18 | 2-01-31-446-001-070 | | B | Gas Heat - Borough Hall | R | 11/21/22 | 11/30/22 | | 604607055537 | N |
| 2 | 65 503 262 06 FIRST AID | 98.65 | 2-01-25-260-001-073 | | B | Natural Gas Heat | R | 11/21/22 | 11/30/22 | | 603907196610 | N |
| 3 | 66 759 467 06 N MAIN ST | 26.04 | 2-01-31-446-001-143 | | B | Gas/Heat - Fire House | R | 11/21/22 | 11/30/22 | | 602708256658 | N |
| 4 | 65 039 876 09 1ST AVE WATER | 19.18 | 2-09-55-501-001-505 | | B | Gas Service | R | 11/21/22 | 11/30/22 | | 603407446327 | N |
| 5 | 66 878 908 08 156 BANK ST | 27.24 | 2-01-31-446-001-070 | | B | Gas Heat - Borough Hall | R | 11/21/22 | 11/30/22 | | 602609033304 | N |
| 6 | 74 199 082 06 232 MERCER | 19.44 | 2-01-31-446-001-070 | | B | Gas Heat - Borough Hall | R | 11/21/22 | 11/30/22 | | 600008188166 | N |
| 7 | 75 980 463 01 MERCER ST | 8.62 | 2-01-31-446-001-070 | | B | Gas Heat - Borough Hall | R | 11/21/22 | 11/30/22 | | 600908090285 | N |
| | | 218.35 | | | | | | | | | | |
| 22-01477 | 11/28/22 MASTER 13 014 184 04 11/18/22 | | | | | | | | | | | |
| 1 | 7341583509 140 N MAIN ST | 361.28 | 2-01-31-446-001-143 | | B | Gas/Heat - Fire House | R | 11/28/22 | 11/30/22 | | 503100109507 | N |
| 2 | 7341583606 148 N MAIN ST | 102.81 | 2-01-31-446-001-070 | | B | Gas Heat - Borough Hall | R | 11/28/22 | 11/30/22 | | 503100109507 | N |
| 3 | 7341583703 BANK ST | 244.87 | 2-09-55-501-001-505 | | B | Gas Service | R | 11/28/22 | 11/30/22 | | 503100109507 | N |

| Vendor # | Name | PO # | PO Date | Description | Contract | PO Type | Stat/Chk | First | Rcvd | Chk/Void | 1099 | |
|----------------------------------|--|----------|---------------------|----------------------------------|-----------|-------------|----------|-------|------|----------|--------------|------|
| Item | Description | Amount | Charge | Account | Acct Type | Description | Enc | Date | Date | Date | Invoice | Excl |
| P0044 PSE&G Continued | | | | | | | | | | | | |
| 22-01477 | 11/28/22 MASTER 13 014 184 04 | 11/18/22 | Continued | | | | | | | | | |
| 4 | 7341583800 OAK LANE | 3,588.04 | 2-09-55-501-002-505 | B Gas Service | R | 11/28/22 | 11/30/22 | | | | 503100109507 | N |
| | | 4,297.00 | | | | | | | | | | |
| | Vendor Total: | 4,515.35 | | | | | | | | | | |
| ROBER005 ROBERT M. DAVIES | | | | | | | | | | | | |
| 22-01475 | 11/23/22 ELECTRICAL INSPECTIONS | | | | | | | | | | | |
| 1 | ELECTRICAL INSPECTION 11/8/22 | 120.00 | 2-01-33-195-001-059 | B Professional Services-Inspectn | R | 11/23/22 | 11/30/22 | | | | 11-10-22 | N |
| 2 | ELECTRICAL INSPECTION 11/10/22 | 120.00 | 2-01-33-195-001-059 | B Professional Services-Inspectn | R | 11/23/22 | 11/30/22 | | | | 11-10-22 | N |
| | | 240.00 | | | | | | | | | | |
| | Vendor Total: | 240.00 | | | | | | | | | | |
| ROSSR005 ROSS RANDOLPH | | | | | | | | | | | | |
| 22-01486 | 11/29/22 REIMBURSEMENT VACUUM PURCHASE | | | | | | | | | | | |
| 1 | REIMBURSEMENT VACUUM PURCHASE | 246.99 | 2-01-26-310-001-024 | B Building Maintenance | R | 11/29/22 | 11/30/22 | | | | 009314 | N |
| | Vendor Total: | 246.99 | | | | | | | | | | |
| M0254 SF MOBILE-VISION | | | | | | | | | | | | |
| 21-01139 | 09/21/21 FOCUS H1 IN-CAR VIDEO SYSTEM | | B | | | | | | | | | |
| 3 | REMOTE SET-UP AND TRAINING | 1,835.00 | 1-01-44-902-001-162 | B Purchase of Police Vehicle | R | 09/21/21 | 11/30/22 | | | | 48382 | N |
| | Vendor Total: | 1,835.00 | | | | | | | | | | |
| SHERW015 SHERWIN WILLIAMS CO. TR | | | | | | | | | | | | |
| 22-01317 | 10/20/22 YELLOW LINE STRIPING PAINT | | | | | | | | | | | |
| 1 | INV 3638-4 - WATER BASED | 300.80 | 2-01-26-290-001-127 | B Street Repair & Maintenance | R | 10/20/22 | 11/30/22 | | | | 3638-4 | N |
| | Vendor Total: | 300.80 | | | | | | | | | | |
| S0256 STALKER RADAR | | | | | | | | | | | | |
| 22-01394 | 11/02/22 POLICE CAR ACCESSORIES | | | | | | | | | | | |
| 1 | FI SUV CU/DISPLAY ANTENNA | 96.00 | 2-01-44-902-001-162 | B Purchase of Police Vehicle | R | 11/02/22 | 11/30/22 | | | | 410365 | N |
| 2 | FI SUV REAR ANTENNA MOUNT | 118.00 | 2-01-44-902-001-162 | B Purchase of Police Vehicle | R | 11/02/22 | 11/30/22 | | | | 410365 | N |
| 3 | VSS CABLE KIT | 126.00 | 2-01-44-902-001-162 | B Purchase of Police Vehicle | R | 11/02/22 | 11/30/22 | | | | 410365 | N |

| Vendor # | Name | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| PO # | PO Date | Description | Contract | PO Type | | | First | Rcvd | Chk/Void | | 1099 | | |
| Item | Description | Amount | Charge Account | Acct Type | Description | Stat/Chk | Enc Date | Date | Date | Invoice | Exc | | |
| T0061 TOWNSHIP OF ROBBINSVILLE DPW Continued | | | | | | | | | | | | | |
| 22-01449 | 11/18/22 | HPD VEHICLE MAINTENANCE | Continued | | | | | | | | | | |
| 2 | | HPD VEHICLE MAINTENANCE | 772.01 | 2-01-43-515-001-170 | B Mechanic Services | R | 11/18/22 | 11/30/22 | | 5165 | N | | |
| 3 | | HPD VEHICLE MAINTENANCE | 189.09 | 2-01-43-515-001-170 | B Mechanic Services | R | 11/18/22 | 11/30/22 | | 5166 | N | | |
| 4 | | HPD VEHICLE MAINTENANCE | 142.11 | 2-01-43-515-001-170 | B Mechanic Services | R | 11/18/22 | 11/30/22 | | 5207 | N | | |
| 5 | | HPD VEHICLE MAINTENANCE | 197.97 | 2-01-43-515-001-170 | B Mechanic Services | R | 11/18/22 | 11/30/22 | | 5232 | N | | |
| | | | 1,360.60 | | | | | | | | | | |
| | Vendor Total: | | 1,360.60 | | | | | | | | | | |
| U0147 TRACTOR SUPPLY COMPANY | | | | | | | | | | | | | |
| 22-01484 | 11/29/22 | WORK LIGHTS | | | | | | | | | | | |
| 1 INV | 373872 - WORK LIGHTS | 65.98 | 2-01-26-311-001-034 | B Equipment Parts & Accessories | R | 11/29/22 | 11/30/22 | | | 373872 | N | | |
| | Vendor Total: | | 65.98 | | | | | | | | | | |
| U0144 UPS | | | | | | | | | | | | | |
| 22-01476 | 11/28/22 | INV 0000161Y33472 HPD/AWWTP | | | | | | | | | | | |
| 1 INV | 0000161Y33472 AWWTP | 15.05 | 2-09-55-501-002-516 | B Postage & Express Charges | R | 11/28/22 | 11/30/22 | | | 0000161Y33472 | N | | |
| 2 | INV 0000161Y33472 HPD | 51.67 | 2-01-25-240-001-199 | B Miscellaneous | R | 11/28/22 | 11/30/22 | | | 0000161Y33472 | N | | |
| 3 | INV 0000161Y33472 HPD | 10.97 | 2-01-25-240-001-199 | B Miscellaneous | R | 11/28/22 | 11/30/22 | | | 0000161Y33472 | N | | |
| 4 | INV 0000161Y33472 HPD | 0.12 | 2-01-25-240-001-199 | B Miscellaneous | R | 11/28/22 | 11/30/22 | | | 0000161Y33472 | N | | |
| 5 | INV 0000161Y33472 HPD | 14.07 | 2-01-25-240-001-199 | B Miscellaneous | R | 11/28/22 | 11/30/22 | | | 0000161Y33472 | N | | |
| 6 | INV 0000161Y33472 HPD | 14.07 | 2-01-25-240-001-199 | B Miscellaneous | R | 11/28/22 | 11/30/22 | | | 0000161Y33472 | N | | |
| | | 105.95 | | | | | | | | | | | |
| | Vendor Total: | | 105.95 | | | | | | | | | | |
| V0275 V.E. RALPH & SON, INC. | | | | | | | | | | | | | |
| 22-00983 | 08/16/22 | MEDICAL SUPPLIES & EQUIPMENT | | | | | | | | | | | |
| 1 | ADULT NON-REBREATH MASK W/ | 35.00 | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | | 4417000 | N | | |
| 2 | SALINE SOLUTION 250 ML | 10.78 | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | | 441700 | N | | |
| 3 | STERILE WATER 250ML #10-613901 | 10.78 | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | | 441700 | N | | |
| 4 | STERILE GAUZE PAD 4X4 (100) | 47.25 | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | | 441700 | N | | |
| 5 | STER COMBINE PAD 5X9 (20) | 24.25 | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | | 441700 | N | | |
| 6 | CONFORM BAND STER 4X7512/BX | 54.60 | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | | 441700 | N | | |
| 7 | CONFORM BAND STER 6X8212/BX | 73.96 | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | | 441700 | N | | |
| 8 | NASO AIRWAY 28 FR #12-123028 | 9.75 | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | | 441700 | N | | |

| Vendor # | Name | PO # | PO Date | Description | Amount | Contract Charge | PO Type Account | Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|----------|---|------|---------|-------------|----------|-----------------|---------------------|---------------------------------|----------|----------------|-----------|---------------|-----------------|-----------|
| V0275 | V.E. RALPH & SON, INC. | | | Continued | | | | | | | | | | |
| 22-00983 | 08/16/22 MEDICAL SUPPLIES & EQUIPMENT | | | Continued | | | | | | | | | | |
| 9 | ADULT NASAL CANNULA #12-001104 | | | | 12.40 | | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | 441700 | N |
| 10 | CONVENIENCE BAG 12/PKG | | | | 65.10 | | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | 441700 | N |
| 11 | BULK TRIANGULAR/POLYBAG | | | | 26.85 | | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | 441700 | N |
| 12 | DYNAREX COLD PACK, REGULAR | | | | 55.90 | | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | 441700 | N |
| 13 | ULTRA SPACE-SAVER W/PINSYELLOW | | | | 386.00 | | 2-01-25-260-001-080 | B Medical Equipment | R | 08/16/22 | 11/30/22 | | 446242 | N |
| 14 | PEN LITES, PACK OF 6 | | | | 23.85 | | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | 441700 | N |
| 15 | FINGER RING CUTTER #18-004100 | | | | 27.90 | | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | 441700 | N |
| 16 | 3M N95 RESPIRATOR FLAT-FOLD | | | | 89.90 | | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | 441700 | N |
| 17 | EPINEPHRINE AUTO INJECTOR | | | | 425.00 | | 2-01-25-260-001-136 | B Medical Supplies | R | 08/16/22 | 11/30/22 | | 441700 | N |
| 18 | ALUM OXYGEN CYL D-SIZE/TOGGLE | | | | 196.00 | | 2-01-25-260-001-080 | B Medical Equipment | R | 08/16/22 | 11/30/22 | | 441700 | N |
| 19 | AMBU PEEP VALVE | | | | 69.50 | | 2-01-25-260-001-080 | B Medical Equipment | R | 11/29/22 | 11/30/22 | | 441701 | N |
| | | | | | 1,644.77 | | | | | | | | | |
| | Vendor Total: | | | | 1,644.77 | | | | | | | | | |
| V0007 | VALLEY PHYSICIAN SERVICES, PC | | | | | | | | | | | | | |
| 22-01454 | 11/18/22 CDL DRUG TESTING | | | | | | | | | | | | | |
| 1 | INV 650137C5622 - DOT TESTING | | | | 102.00 | | 2-01-26-290-001-093 | B Employee Physicals/Drug Tests | R | 11/18/22 | 11/30/22 | | 650137C5622 | N |
| | Vendor Total: | | | | 102.00 | | | | | | | | | |
| VERIZ015 | VERIZON FIOS | | | | | | | | | | | | | |
| 22-01447 | 11/17/22 155 504 140 0001 53 11/9/22 | | | | | | | | | | | | | |
| 1 | 155 504 140 0001 53 11/9/22 | | | | 159.99 | | 2-01-25-240-001-060 | B INTERNET AND WEB SERVICES | R | 11/17/22 | 11/30/22 | | 155504140000153 | N |
| | Vendor Total: | | | | 159.99 | | | | | | | | | |
| V0022 | VERIZON WIRELESS | | | | | | | | | | | | | |
| 22-01471 | 11/22/22 INV 9920031553 11/30/22 HPD | | | | | | | | | | | | | |
| 1 | INV 9920031553 11/30/22 HPD | | | | 380.20 | | 2-01-31-440-001-079 | B Telephone-VERIZON WIRELESS | R | 11/22/22 | 11/30/22 | | 9920031553 | N |
| | Vendor Total: | | | | 380.20 | | | | | | | | | |
| W0071 | WASTE MGMT OF NEW JERSEY, INC. | | | | | | | | | | | | | |
| 22-00180 | 02/17/22 DUMPSTER RES 2020-136T07/31/22 | | | | | | B | | | | | | | |
| 47 | INV 3094485-0502-9 11/1/22 | | | | 1,455.73 | | 2-01-26-305-001-029 | B Contract-Dumpsters | R | 09/15/22 | 11/30/22 | | 3094485-0502-9 | N |

Total Purchase Orders: 60 Total P.O. Line Items: 161 Total List Amount: 102,894.07 Total Void Amount: 0.00

| Vendor # | Name | | | | | | | | | | |
|----------|-------------|-------------|----------------|-----------|-------------|----------|----------|-------|------|----------|------|
| PO # | PO Date | Description | Contract | PO Type | | | | First | Rcvd | Chk/Void | 1099 |
| Item | Description | Amount | Charge Account | Acct Type | Description | Stat/Chk | Enc Date | Date | Date | Invoice | Excl |
| | | | | | | | | | | | |

| Totals by Year-Fund | | | | | | | | |
|-----------------------------|------|-------------|-------------|--------------|---------------|-----------|---------------|------------|
| Fund Description | Fund | Budget Rcvd | Budget Held | Budget Total | Revenue Total | G/L Total | Project Total | Total |
| CURRENT FUND | 1-01 | 1,835.00 | 0.00 | 1,835.00 | 0.00 | 0.00 | 0.00 | 1,835.00 |
| CURRENT FUND | 2-01 | 48,678.89 | 0.00 | 48,678.89 | 0.00 | 0.00 | 0.00 | 48,678.89 |
| | 2-09 | 16,719.57 | 0.00 | 16,719.57 | 0.00 | 0.00 | 0.00 | 16,719.57 |
| | 2-21 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,039.50 | 1,039.50 |
| Year Total: | | 65,398.46 | 0.00 | 65,398.46 | 0.00 | 0.00 | 1,039.50 | 66,437.96 |
| GENERAL CAPITAL | C-04 | 34,089.00 | 0.00 | 34,089.00 | 0.00 | 0.00 | 0.00 | 34,089.00 |
| UNEMPLOYMENT TRUST FUND #16 | T-16 | 532.11 | 0.00 | 532.11 | 0.00 | 0.00 | 0.00 | 532.11 |
| Total of All Funds: | | 101,854.57 | 0.00 | 101,854.57 | 0.00 | 0.00 | 1,039.50 | 102,894.07 |

| Project Description | Project No. | Rcvd Total | Held Total | Project Total |
|-----------------------------|-------------|-----------------|-------------|-----------------|
| Amended Site Plan | 2021-02 | 973.50 | 0.00 | 973.50 |
| 480 MERCER STREET WAREHOUSE | 2022-06 | 66.00 | 0.00 | 66.00 |
| Total of All Projects: | | <u>1,039.50</u> | <u>0.00</u> | <u>1,039.50</u> |

Resolution 2022-198

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**AUTHORIZING PAYMENT NO. 20 - THE MUSIAL GROUP, P.A.
(ARCHITECTURAL AND CONTRACT ADMINISTRATION
SERVICES FOR MUNICIPAL FACILITIES LOCATED AT 230
MERCER STREET)**

WHEREAS, Resolution 2019-44, appointed the Musial Group as Architect and Contract Administrator for the municipal facilities project located at 230 Mercer Street; and

WHEREAS, Resolution 2019-44 also authorized concept design at a cost not to exceed \$40,000; and

WHEREAS, Resolution 2019-115, adopted on June 3, 2019, authorized the remainder of the project at a total cost not to exceed \$459,895.00; and

WHEREAS, Resolution 2020-40, adopted on January 21, 2020, amended the contract to not exceed \$472,895.00 without further authorization of the Governing Body; and

WHEREAS, Resolution 2020-153, adopted on August 3, 2020, amended the contract to not exceed \$511,995.00 without further authorization of the Governing Body; and

WHEREAS, the architect has submitted payment request No. 20 for professional services for October 1, 2022 – October 29, 2022 in the total amount of \$19,175.79.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the payment request to The Musial Group, P.A. of Mountainside, New Jersey in the amount of \$19,175.79, is hereby approved as detailed herein, and the Deputy CFO is authorized to issue same.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on November 21, 2022.

Margaret Riggio
Borough Clerk

Invoice

THE MUSIAL GROUP, p.a.
architecture - planning - interior design
191 Mill Lane
Mountainside, New Jersey 07092
October 31, 2022

Project No: 118719.02

Invoice No: 20

TMG inv #6

Borough of Hightstown
156 Bank Street
Hightstown, NJ 08520
Attention: Dimitri Musing, Borough Administrator

Project: 118719.02 HIGHTSTOWN MUNICIPAL BUILDING & POLICE SUBSTATION

Professional services from October 1, 2022 to October 29, 2022

Fee

| Phase | Fee | Percent Complete | Earned | Current |
|-----------------------------|------------|----------------------|------------|-----------|
| Construction Documents | 205,819.00 | 90.00 | 185,237.10 | 18,523.71 |
| Bidding | 10,000.00 | 0.00 | 0.00 | 0.00 |
| Construction Administration | 81,400.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 297,219.00 | Total Earned | 185,237.10 | |
| | | Previous Fee Billing | 166,713.39 | |
| | | Current Fee Billing | 18,523.71 | |

Total Fee 18,523.71

Reimbursable Expenses

Reproductions

10/11/22 ARC DOCUMENT SOLUTIONS FULL SIZE SET & 1/2 SIZE OF DWGS 214.59

10/24/22 ARC DOCUMENT SOLUTIONS 1/2 SIZE OF DWGS 85.86

Express Delivery

10/13/22 Federal Express Corp. DWGS TO HIGHTSTOWN 48.36

10/13/22 Federal Express Corp. DWGS TO HIGHTSTOWN 47.93

10/31/22 Federal Express Corp. DWGS TO HIGHTSTOWN 37.98

Total Reimbursables 1.5 times 434.72 652.08

TOTAL THIS INVOICE \$19,175.79

Project: 118719.02 HIGHTSTOWN MUNICIPAL BUILDING & POLICE SUBSTATION

Page 2

Outstanding Invoices

| Number | Date | Balance | |
|---------------|-------------|------------------|---------------|
| 0000019 | 09/30/22 | 32,931.04 | Paid 11/10/22 |
| Total | | 32,931.04 | |

TOTAL NOW DUE \$52,758.91

Billings to date

| | Current | Prior | Total |
|---------------|------------------|-------------------|-------------------|
| Fee | 18,523.71 | 166,713.39 | 185,237.10 |
| Expense | 652.08 | 0.00 | 652.08 |
| Totals | 19,175.79 | 166,713.39 | 185,889.18 |

Resolution 2022-220

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF MANALAPAN AND THE BOROUGH OF HIGHTSTOWN FOR ANIMAL CONTROL SERVICES.

WHEREAS, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1, et seq. (the “Act”), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Township of Manalapan (hereinafter the “Township”) and the Borough of Hightstown (hereinafter the “Borough”) (collectively hereinafter also referenced as the “Parties”) have determined that it would be in the best interests of the residents of the Borough for the Parties to collaborate with respect to animal control services (the “services”); and

WHEREAS, the services will contribute to the health, safety and welfare of the residents of the Borough; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Parties have negotiated a Shared Service Agreement (the “Agreement”), which sets forth the terms and conditions associated with this undertaking, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Borough Council wishes to authorize the Borough to enter into the Agreement, and to authorize the Mayor and Borough Clerk to execute same on behalf of the Borough.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, as follows:

1. That the Borough Council hereby authorizes the Mayor to execute, and the Clerk to attest, the attached Shared Service Agreement with the Township of Manalapan relating to the above service.
2. That all relevant Borough officials are hereby authorized to perform all actions which are necessary to effectuate the intentions of the within Resolution.

3. That a certified copy of this Resolution and the attached Agreement shall be provided to each of the following:
 - a. Township of Manalapan;
 - b. Dimitri Musing, Borough Administrator; and
 - c. Frederick C. Raffetto, Esq., Borough Attorney.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 5, 2022.

Margaret Riggio
Borough Clerk

Hightstown Borough Council
December 5, 2022 Meeting

Township of Manalapan

ADMINISTRATION

83

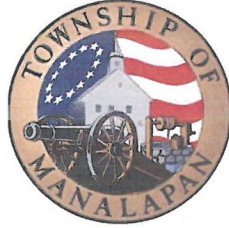
120 Route 522 • Manalapan, NJ 07726 • 732-446-8308 • Fax 732-446-9615

Website: www.mtnj.org

Mayor
SUSAN COHEN

Deputy Mayor
MARY ANN MUSICH

Township Committee
JACK MCNABOE
BARRY JACOBSON
ERIC NELSON



Business Administrator
TARA L. LOVRICH

RECEIVED

NOV 28 2022

BOROUGH OF HIGHTSTOWN
CLERK'S OFFICE

November 28, 2022

Freehold Township Health Department
1 Municipal Plaza
Freehold, NJ 07728

Freehold Borough Clerk's Office
30 Mechanic Street
Freehold, NJ 07728

Millstone Township Clerk's Office
470 Stagecoach Road
Millstone, NJ 08510

Hightstown Borough Clerk's Office
156 Bank Street
Hightstown, NJ 08520

Roosevelt Township Clerk's Office
P.O. Box 128
Roosevelt, NJ 08555

RE: Shared Service Agreement for Regional Animal Control Services

Dear Recipients,

Thank you for being a part of the Manalapan Township/Western Monmouth Animal Control Program. We would like to mention a few new developments over the past two years pertaining to our animal control services. One being, as you have probably heard, animal control is now under the supervision of the Administration Office as opposed to our former Health Department.

Page 2
Manalapan Township


Secondly, due to the success of our program, our services have now expanded to a few additional surrounding municipalities, all by way of the excellent reputation that proceeds our animal control officers. They are licensed, experienced professionals out in the field serving your community, and are the backbone of this successful program.

With that being said, the Shared Service Agreement for Western Monmouth Animal Control Services is once again up for renewal for a 2 year contract term beginning January 1, 2023 thru December 31, 2024. Enclosed you will find a new contract for your review and consideration. There are a few language improvements in the contract just for clarification purposes. Note that Schedule A and Schedule B have been revised.

I am available should you have any questions or concerns with the renewal.

I thank you for your continued interest in the Western Monmouth Animal Control Program.

Very truly yours,



Renee Garrigana
Assistant Administrator

enclosure

cc: Tara Lovrich, Administrator

**SHARED SERVICE AGREEMENT
FOR ANIMAL CONTROL SERVICES**

THIS SHARED SERVICE AGREEMENT entered into this ____ day of _____,
202____.

By and Between: The Township of Manalapan, County of Monmouth, State of New Jersey, hereinafter referred to as "Provider";

And The Borough of Freehold in the County of Monmouth, State of New Jersey, and

The Township of Freehold in the County of Monmouth, State of New Jersey, and

The Borough of Hightstown in the County of Mercer, State of New Jersey, and

The Borough of Millstone in the County of Monmouth, State of New Jersey, and

The Borough of Roosevelt in the County of Monmouth, State of New Jersey, hereafter referred to as "Recipient".

WHEREAS, Provider and recipients, pursuant to NJSA 40A:65-1, desire to contract for and agree upon furnishing by Provider to Recipients certain services of technical and professional nature for the control of dogs and other animals within the territorial boundaries of the contracting municipalities pursuant to local ordinances as revised and amended from time to time.

NOW, THEREFORE, BE IT AGREED, by and between the parties hereto as follows:

1. Recipients hereby designate the Animal Control employee(s) of the Provider as their general agent for the enforcement of their ordinances concerning the control of dogs and other animals within their territorial boundary and in accordance with the applicable laws of the State of New Jersey during the term of this Agreement.

2. The Provider agrees to employ certified Animal Control Officers together with such administrative and clerical help as may be necessary to carry out within the territorial boundaries of Provider and Recipients, the activities of Animal Control as required by law. Said Animal Control Officer(s) shall respond to calls for service from the each of the Recipients within a reasonable time. In the event two or more calls are received simultaneously, the Animal Control Officer on duty shall use his/her best judgment and make a decision as to which request has priority based upon his/her understanding and evaluation of the circumstances involved and each particular request and emergency nature of each.
3. The Animal Control Officers shall have authority to seize, capture, and impound dogs and other animals running at large within the territorial boundaries of Provider and Recipients, to collect and remove dead dogs and cats and dispose of same; to conduct investigations and/or supervise personnel in the making of investigations and inform the appropriate Recipient regarding violations of statutes or ordinances related to dog and to other animal control regulations, to assist Recipient's attorney in obtaining compliance with the law, and shall attend regular and special meetings of Recipients when requested. Said Animal Control Officer(s) shall have the power to issue violation notices and summonses for violations of the law on behalf of Provider and Recipients.
4. The Animal Control Officers shall render services to the Recipients during normal working hours of the Provider. The Animal Control Officers will not be called upon by Recipients to render ordinary services or to pick up dead animals or animals being held in captivity, which can be picked up the next day, after normal working hours, except in cases of emergency. Cases of emergency shall be defined to mean those situations involving risk to human life and/or animal life (e.g. bite cases, injured animals, trapped animals, etc.) Each Recipient shall so advise all police personnel, dispatchers, and health officials of said stated policy.
5. All license fees, permit fees and other fees otherwise due to Recipient shall be collected by Recipient, or such other agency of the Recipient municipality as may be authorized by law to collect same.
6. The Provider shall furnish each Recipient with a written report of Animal Control activities once a month. Such report shall itemize all services rendered by the Animal Control Officers under the terms of this Agreement and shall make such suggestions for improvements or changes as may be advisable in the opinion of the Animal Control Officer.

7. The Provider and each Recipient shall pass, amend or supplement their local ordinances to provide for payment of an administrative fee by the owner of any dog or other animal redeemed from the shelter by said Owner. Said Owner should be permitted ten days to pay after receiving notice of said fees from administrative fees and shelter fees, or the Animal Control Officer shall issue a summons to the animal's owner returnable in Municipal Court of the municipality having jurisdiction.
8. The Animal Control Officer shall transport all captured, seized or impounded dogs or other animals, whether alive or dead, to the place or facility designated by the Provider as the depository for all such animals when the animal's owner cannot be easily ascertained and located. Currently the Monmouth County SPCA facility in Eatontown, NJ is designated as the authorized depository for live dogs and cats. Once an animal is claimed from the designated depository, each Recipient is responsible to collect their own redemption/administration fee and shelter cost. Deceased dogs are taken to vets for holding.
9. In consideration for the faithful performance by Provider of its obligations hereunder, each Recipient covenants and agrees to pay Provider a sum equal to the annual compensation of the Animal Control Officer, multiplied by a fraction, the numerator of which is the population of the Recipient and the denominator is the total population of the geographical area served by the said Animal Control Officer (including the population of both Provider and Recipients) as established by the most recent census, payable in advance in quarterly installment together with a pro rata share of the expenses of maintaining such Animal Control Officer as evidenced in Schedule "A" and Schedule "B" (including but not limited to, employer's share of social security, pension, and other costs related to employment together with mileage [if paid by Provider to Animal Control Officer}, vehicle leasing or other transportation expenses, uniforms, supplies, telephone, insurance, kennel or veterinarian, etc.).
10. This Agreement is subject to a minimum annual fee based on the population of the Recipient as defined in Schedule "B". The initial estimated Animal Control costs for the calendar year 2023 are set forth in Schedule "A" and the cost per town in Schedule "B". These costs may be revised annually by the Provider based upon actual costs and expenses incurred and projected increases. Notice of increases in costs to Recipients shall be forwarded to each Recipient by June 1st of the year prior to said increases becoming effective.
11. Monmouth County SPCA shelter services are not including in Schedule "A". Provider will pay monthly shelter service fees on behalf of Recipient. Recipient then agrees to reimburse Provider for shelter services upon receipt

of an itemized invoice and MC SPCA report for shelter services from Provider on a monthly basis.

12. In order to unify and facilitate solution of common problems, the Provider and Recipient(s) shall have a joint meeting of designated representatives with the Animal Control Officer as necessary at the request of Provider or Recipient(s). Joint discussions will cover mutual problems and needs, objectives, methods of attaining objectives and an evaluation of accomplishments. A copy of the recorded minutes of such meetings shall be sent to the governing body of each participating municipality within 30 days of the date of the meeting.
13. It is understood and agreed by and between the parties hereto that this Agreement shall become effective on the 1st day of January 2023, or as soon thereafter as the conditions have been met, and that it shall terminate on the 31st day of December 2024.
14. After the initial contract period, any party may withdraw from this Agreement providing written notice at least 6 months prior to the prosed withdrawal date by way of a certified Resolution to the Provider and the Commissioner of the New Jersey Department of Community Affairs.
15. This Agreement presupposes the employment of an Animal Control Officer by Provider. In the event an Animal Control Officer is not employed by Provider prior to the effective date hereof, or if the position of Animal Control Officer shall be vacant for a period of more than 10 days at any time during the term of this agreement, or any removal thereof, Recipients shall be entitled to receive a pro rata refund of their share of the salary of such Animal Control Officer for the time no coverage for the functions to be performed by the Animal Control Officer was not provided by the Provider.
16. This Agreement does not provide services to Recipients for Trap Neuter Release Programs, Trap Neuter Return Programs or Trap Neuter Vet Return Programs.
17. This Agreement shall be filed by the Provider to the Commissioner of the New Jersey Department of Community Affairs.

IN WITNESS WHEREOF, each party has caused its authorized officials to sign and seal this agreement on the date indicated.

ATTEST:

TOWNSHIP OF MANALAPAN

Shari Rose, Township Clerk

By: _____, Mayor

Dated: _____

ATTEST:

BOROUGH OF FREEHOLD

Traci L. DiBenedetto, Borough Clerk

By: _____, Mayor

Dated: _____

ATTEST:

TOWNSHIP OF FREEHOLD

Sanabel Abouzeina, Township Clerk

By: _____, Mayor

Dated: _____

ATTEST:

BOROUGH OF HIGHTSTOWN

Peggy Riggio, Borough Clerk

By: _____
_____, Mayor

Dated: _____

ATTEST:

BOROUGH OF MILLSTONE

Kathleen Hart, Borough Clerk

By: _____
_____, Mayor

Dated: _____

ATTEST:

BOROUGH OF ROOSEVELT

Kathleen Hart, Borough Clerk

By: _____
_____, Mayor

Dated: _____

**WESTERN MONMOUTH ANIMAL CONTROL
ANNUAL ANIMAL CONTROL COSTS
SCHEDULE "A"
2023**

| | |
|---------------------|---------------------|
| SALARIES | \$97,000.00 |
| BENEFITS | \$81,700.00 |
| VEHICLE MAINTENANCE | \$7,000.00 |
| FUEL | \$15,500.00 |
| EQUIPMENT | \$7,500.00 |
| UNIFORMS | \$3,000.00 |
| VETERINARIAN | \$12,000.00 |
| ADMINISTRATION | \$20,000.00 |
| EMERGENCY SERVICES | \$45,000.00 |
| INSURANCE | \$5,000.00 |
| TOTAL | \$293,700.00 |

WESTERN MONMOUTH ANIMAL CONTROL
ESTIMATED ANNUAL COST - PER TOWN
SCHEDULE "B"
2023

| <u>TOWNSHIP</u> | <u>POPULATION*</u> | <u>COST/COMMUNITY</u> |
|-------------------|--------------------|-----------------------|
| Manalapan Twp | 40,877 | \$108,472.00 |
| Freehold Twp | 35,596 | \$94,458.00 |
| Freehold Boro | 12,532 | \$33,250.00 |
| Millstone Twp | 10,379 | \$27,520.00 |
| **Hightstown Boro | 5,871 | \$18,000.00 |
| **Roosevelt Boro | 810 | \$12,000.00 |
| TOTAL | 106,065 | \$293,700 |

*2021 estimated census

**Minimum Contractual amounts based on population
Under 5,000 in population minimum of \$12,000 annually
Over 5,000 in population minimum of \$18,000 annually

Resolution 2022-221

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**AUTHORIZING THE BOROUGH OF HIGHTSTOWN TO ENTER INTO
A TEMPORARY USE AND LICENSE AGREEMENT WITH EAST
WINDSOR REGIONAL SCHOOL DISTRICT RELATING TO PAINTING
ACTIVITIES ON THE EXTERIOR OF THE WATER TANK LOCATED
AT LESHIN LANE**

WHEREAS, the Borough of Hightstown (the “Borough”) possesses jurisdiction over certain public right-of-way (R.O.W.) areas located within the Borough; and

WHEREAS, there currently exists a Borough-owned standpipe, also known as a water tank (the “Water Tank”), as depicted as part of an “exempt” area located within the Leshin Lane R.O.W. and as shown on Sheet 6 of the Official Tax Map of the Borough; and

WHEREAS, East Windsor Regional School District (“EWRSD”) has requested permission from the Borough to allow a specific contractor (Allied Painting, Inc., of Cherry Hill, New Jersey) (the “contractor”) to paint a decorative logo on the exterior of the Water Tank, including a depiction of a ram’s head, which is the official mascot of the EWRSD, and the word “HIGHTSTOWN” in capital letters and depicted vertically; and

WHEREAS, EWRSD desires to utilize the Water Tank for this limited purpose, including all necessary preparation, set up and painting activities, to be undertaken by the EWRSD and/or the contractor, including their collective employees or other agents; and

WHEREAS, the Borough has agreed to provide the EWRSD and/or the contractor with limited and temporary access to the Water Tank for such purpose under the conditions set forth in the attached Temporary Use and License Agreement (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Hightstown, as follows:

1. That the attached Agreement is hereby approved by the Borough of Hightstown.
2. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, the attached Agreement on behalf of the Borough.

3. That all Borough officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution and the attached Agreement.
4. That a certified copy of this Resolution (along with the attached Agreement) shall be provided to each of the following:
 - a. East Windsor Regional School District;
 - b. Dimitri Musing, Borough Administrator; and
 - c. Frederick C. Raffetto, Borough Attorney.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 5, 2022.

Margaret Riggio
Borough Clerk

THIS TEMPORARY USE AND LICENSE AGREEMENT (the “License”) is entered into this ____ day of _____, 2022 (the “Effective Date”),

BY AND BETWEEN THE FOLLOWING:

THE BOROUGH OF HIGHTSTOWN, a Municipal Corporation of the State of New Jersey, with its principal office located at 156 Bank Street, Hightstown, New Jersey 08520 (hereinafter referenced as either the “Borough” or “Licensor”),

-and-

EAST WINDSOR REGIONAL SCHOOL DISTRICT, with an address of 25A Leshin Lane, Hightstown, New Jersey 08520 (hereinafter referenced as either “EWRSD” or “Licensee”).

[Collectively, the Borough and EWRSD shall be referenced herein as the “Parties.”]

WITNESSETH:

WHEREAS, the Licensor possesses jurisdiction over certain public right-of-way (R.O.W.) areas located within the Borough; and

WHEREAS, there currently exists a Borough-owned standpipe, also known as a water tank (the “Water Tank”), as depicted as part of an “exempt” area located within the Leshin Lane R.O.W. and as shown on Sheet 6 of the Official Tax Map of the Borough; and

WHEREAS, the Licensee has requested permission from the Licensor to allow a specific contractor (Allied Painting, Inc., of Cherry Hill, New Jersey) to paint a decorative logo on the exterior of the Water Tank, including a depiction of a ram’s head (which is the official mascot of the EWRSD) and the word “HIGHTSTOWN” (in capital letters and depicted vertically); and

WHEREAS, the decorative logo and lettering to be painted on the Water Tank shall resemble that shown in Exhibit “A” attached hereto; and

WHEREAS, the Licensee desires to utilize the Water Tank for this limited purpose, including all necessary preparation, set up and painting activities (collectively, the “Use”) by the Licensee and/or its contractor and other agents, at Licensee’s sole risk and cost, for the Term defined herein; and

WHEREAS, the Licenser is willing to provide the Licensee with limited and temporary access to and use of the Water Tank during the Term under the conditions set forth in this License.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties have agreed as follows:

1. Recitals. The recitals referenced above are incorporated into this Agreement without the necessity of being repeated herein.

2. Grant of License; Term. The Licenser hereby grants to Licensee a temporary license (the “License”) to allow the Licensee and its contractor, Allied Painting, Inc. of Cherry Hill, New Jersey (the “contractor” or “Allied”) to access and perform the Use referenced above, in accordance with the terms and conditions set forth herein, for a limited term commencing the date first referenced above (the “Effective Date”) and extending until such work is completed or for a period of thirty (30) days, whichever is less (the “Term”), unless this License is terminated prior thereto as provided herein. The Parties agree that the use of the Water Tank and areas adjacent thereto (the “license area”) by the Licensee and Allied shall not create any legal title or leasehold in the license area whatsoever. At the end of the Term, or upon sooner termination of this License, Licensee shall immediately remove all of Licensee’s property, along with all trash and other items, if any, including that of Licensee, Allied and/or their agents, from the license area.

3. Use of Premises; Completion of Work to be Expedited. Licensee and Allied shall use the license area during the Term solely for the setup, operation, and painting of a ram's head logo, along with the word "HIGHTSTOWN" (shown in capital letters and printed vertically) in close proximity thereto. The design of the ram's head logo and the printed lettering shall resemble that shown in Exhibit "A" attached hereto. The Licensee and Allied shall perform all activities related to the Use referenced above as soon as possible following the execution of the within Agreement. The Licensee shall coordinate with the Borough Engineer regarding all work to be performed.

4. Contractor to be Utilized to Perform the Use. The Parties agree that the Licensee shall retain and pay for the services of Allied, as the sole contractor, to perform all work related to the Use. No other vendor(s) shall be permitted to be utilized. The Licensee shall be responsible for all costs and expenses associated with payment to Allied for services rendered and completion of the Use.

5. Maintenance and Repairs Related to Design Logo. The Licensee shall be responsible for the cost of any and all required maintenance to the design painted on the Water Tank, including any necessary "touchups" or other repairs in case the logo and/or lettering is damaged as a result of the elements, from vandalism, or otherwise. Any such activities must be coordinated with and approved by the Borough Administrator prior to the performance of any work. When the overall Water Tank must be repainted at some point in the future, the Borough shall not be responsible for the cost to repaint the design (including the logo and lettering). At that point, the EWRSD can arrange for the repainting of the logo and lettering, as coordinated with the Borough Administrator, which shall be performed in accordance with all of the terms and conditions set forth herein or those which may be agreed to by the Parties at that time. Should the EWRSD choose not to pay

for it, or is no longer interested in maintaining the design on the Water Tank, then the Borough reserves the right to paint over it, which determination shall be in the Borough's sole discretion.

6. License Revocable at Will of Licensor. This Agreement and the within License shall be revocable at the will of Licensor, and the Licensee shall have no recourse whatsoever against the Licensor if said Agreement and License is revoked at any time and/or for any reason.

7. Insurance; Indemnification. Licensee shall ensure that Allied shall obtain insurance coverage with a minimum of the following limits:

- a. Workers' Compensation and Employer's Liability Insurance - covering all of Allied's employees directly or indirectly engaged in the performance of the work set forth in the within Agreement. This insurance shall comply with the statutory requirements of the State of New Jersey and shall have an Employer's Liability Insurance limit of not less than \$500,000 per accident or for disease and \$500,000 per occurrence.
- b. Commercial General Liability Insurance - Allied shall obtain General Liability Insurance on an "occurrence" form with a one million dollar (\$1,000,000) combined single limit of liability per occurrence and a three million dollar (\$3,000,000) annual aggregate. The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version and will include ISO Form CG-25-03-03-97.
- c. Comprehensive Automobile Liability Insurance - covering Allied for claims arising from all owned, non-owned or hired vehicles with limits of not less than

a combined single limit of \$1,000,000 for bodily injury and/or property damage per occurrence.

- d. Excess or Umbrella Liability Policy (to respond in excess of the commercial general liability, employer's liability and commercial automobile liability policies) at the limit of \$5,000,000.00 combined single limits per occurrence.
- e. Builders Risk Insurance - Covering the structures or partially completed project under construction, in an amount equal to the bid price of the Contract, and for the life of the Contract. The insurance shall, as a minimum, insure against the perils of fire, extended coverage, vandalism, malicious mischief and collapse. The coverage shall be extended to include as Additional Named Insured: the Borough of Hightstown, Robert Engineering Group, LLC, and each of their officers, employees and agents. This insurance may have a deductible clause, but amount of deductible shall not exceed \$500.00.

Licensors shall be named as an additional insured on all insurance policies.

Certificates and policies of Insurance must be available upon demand to the Borough Administrator and Engineer.

Certificates of Insurance, as required above, must be filed with the Borough Administrator before any work is performed. The Borough shall be given at least sixty (60) days prior written notice of any intention not to renew or any reduction in such insurance coverage. All certificates must provide for sixty (60) days prior written notice to the Borough Administrator of policy cancellation or material change. The cancellation clause of the Certificate of Insurance shall be limited to the following statement, and no other language shall be acceptable:

“Should any of the above-described policies be cancelled or materially changed before the expiration date thereof, the issuing company will mail sixty (60) days prior written notice to the Certificate holder.”

Pre-printed cancellation clauses shall be adjusted so as to read as indicated above.

Copies of the insurance policies as required must be available upon demand to the Borough Administrator.

Policies shall remain in force until all work has been completed and until all retained percentages and maintenance bonds have been released.

If, at any time, Allied's surety or sureties, or the carriers of the insurance herein specified to be written, become insolvent, or in reasonable judgment of the Borough, become unsafe or unsound, then upon five (5) days written notice from the Borough to Licensee, Allied shall substitute such surety or insurance carrier, as shall be satisfactory to the Borough Administrator. Any additional premium caused by such substitution shall be paid for by the Licensee and/or Allied.

The Policy Limits specified above are minimum, and wherever the law requires higher limits, the higher limits shall govern.

Indemnification Clause: The Licensee shall indemnify, defend, and hold harmless the Borough, its respective officers, agents, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with any and all work performed by the Licensee or Allied, including their employees, independent contractors and/or other agents, regarding the Use, and/or relating in any way to the Use specified herein, whether or not such claims, demands, suits

or proceedings are just, unjust, groundless, false, or fraudulent. The Licensee shall furnish evidence to the Borough Administrator that with respect to accomplishing the work in the Agreement, Allied carries said Contractual Liability Insurance in the amounts specified in Paragraph 7 above.

8. Release. In consideration of the grant of this License, Licensee hereby releases and gives up any and all claims, causes of action, rights, defenses and other interests that Licensee, its officers, agents and/or employees may have against Licensor in connection with this License and Licensee's use of the license area. This releases all claims, including those of which Licensee is not aware and those not mentioned in this Section, which relate to this License and the Use.

9. Condition of Premises. Licensee accepts the license area in its "As Is" condition as of the date hereof. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER LICENSOR NOR ANY AGENT OR REPRESENTATIVE OF LICENSOR HAS MADE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES PERTAINING TO THE LICENSE AREA, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF, THE FITNESS AND QUALITY THEREOF, THE USES WHICH CAN BE MADE THEREOF, THE SUITABILITY THEREOF OR ANY PORTION THEREOF FOR ANY PURPOSE, INCLUDING THE USE, OR ANY OTHER MATTER OR THING WHATSOEVER WITH RESPECT THERETO.

10. Use at Licensee's Risk. Licensee acknowledges and agrees that: (i) it is using and placing its property and equipment (and /or that of its employees, contractors and/or agents) within the license area at its sole risk and cost, (ii) Licensor has no obligation whatsoever to ensure the security or safety of such property or equipment, or to prevent the theft or damage of the property or equipment or any portion thereof, and (iii) Licensor shall not be responsible for the damage,

destruction or theft of such property or equipment or the safety of Licensee's employees, contractors and/or agents. Licensor's sole responsibility shall be to make space available within the license area for the Use during the Term. Licensee shall not cause any damage to the license area. Licensee may not make any alterations to the license area other than those specifically referenced herein. In the event of any casualty, damage or injury within the license area, Licensee shall immediately contact Licensor and provide detailed information of such incident. Licensee shall be responsible to maintain the license area during the Term. If any repair or replacement is required due to the acts or negligence of Licensee, then Licensee shall reimburse Licensor for the costs of such repair or replacement.

11. Notices. Any notice to be given under this License must be in writing and is deemed received (i) upon hand delivery, or (ii) the first business day after being sent by reputable overnight delivery service for next business day delivery, addressed as set forth in the preamble or such other address as a party may designate from time-to-time.

12. Miscellaneous. No right or interest of Licensee in this License is transferable or assignable, in whole or in part, without the express prior written consent of Licensor. This License shall be construed and interpreted in accordance with the laws of the State of New Jersey. This License shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This License contains the entire understanding of the Parties with respect to the license of the license area for the use permitted hereunder, merges all prior agreements or understandings pertaining thereto and may not be modified except by a written amendment signed by the Parties hereto. No waiver of any provision hereof shall be effective unless in writing signed by the party alleged to have waived such provision. Any single waiver shall not operate to waive subsequent or other defaults. Nothing contained here shall constitute a

waiver of any rights that one party may have against the other party under any other agreements or otherwise. If any term or provision of this Agreement shall to any extent be deemed invalid or unenforceable by a Court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement should be valid and enforceable to the fullest extent permitted by law.

13. Authority. Licensee and Licensor represent and warrant that they have proper authority to execute this License and that they have obtained all approvals, resolutions, ordinances, and consents, necessary and appropriate to execute and perform their respective obligations hereunder.

14. Signatures. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic mail or facsimile version of an executed original of this Agreement shall be deemed as valid as if an original one were delivered.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day
and year first above written.

ATTEST:

BOROUGH OF HIGHTSTOWN

MARGARET RIGGIO,
MUNICIPAL CLERK

BY:

MAYOR LAWRENCE D. QUATTRONE

WITNESS:

EAST WINDSOR REGIONAL SCHOOL
DISTRICT

Vindhi Gordon

BY:



PAUL TODD (Print Name)
BA (Title)

EXHIBIT “A”



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East Windsor
Regional School
District

Paul Todd <ptodd@ewrsd.k12.nj.us>

Leshin Lane Water tower painting

1 message

Dimitri Musing <administrator@hightstownborough.com>

Tue, Oct 18, 2022 at 5:35 PM

To: "Paul Todd - EWRSD (ptodd@ewrsd.k12.nj.us)" <ptodd@ewrsd.k12.nj.us>

Cc: Mark Daniels <mdaniels@ewrsd.k12.nj.us>, Patricia Malta <pmalta@ewrsd.k12.nj.us>, Dennis Vinson

<dvinson@ewrsd.k12.nj.us>, Larry Quattrone <quattrone@hightstownborough.com>, Susan Bluth

<bluth@hightstownborough.com>, Hightstown Public Works <publicworks@hightstownborough.com>, "Frederick C. Raffetto"

<fraffetto@hillwallack.com>

Good afternoon, Paul

On behalf of the Borough Council, I have attached a draft agreement for your review regarding the East Windsor logo that the EWRSD would like to have painted on the water tank at Leshin Lane. Allied Painting, Inc., the contractors currently working at the Leshin Lane water tank, quoted a price for the East Windsor School District's Rams Head logo and the words "HIGHTSTOWN" to be painted underneath it for \$14,000.

Kindly review and get back to me at your earliest convenience so the project may commence as soon as possible.

If you have any questions, please do not hesitate to contact me. You can always reach me directly on my cell phone at 609-240-4138.

Thank you!

Sincerely,

Dimitri Musing

Business Administrator

Hightstown Borough

156 Bank Street

Hightstown, NJ 08520

609-490-5100 x620

Fax: 609-371-0267

WARNING: Email received or sent by Borough Officials and/or Employees is subject to the Open Public Records Act [OPRA]. This e-mail, including all attachments, may constitute "public records" which may be obtained by any person filing a request under the Open Public Records Act (OPRA). There should be no expectation that the content of e-mails exchanged with Borough Officials and/or Employees will remain private.

Please consider the environment before printing this email.

Resolution 2022-222

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

A RESOLUTION AUTHORIZING THE BOROUGH OF HIGHTSTOWN TO ENTER INTO A COOPERATIVE PRICING AGREEMENT

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Educational Services Commission of New Jersey, hereinafter referred to as the "Lead Agency " has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on December 5, 2022, the governing body of the Borough of Hightstown, County of Mercer, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Borough of Hightstown

AUTHORITY

Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the Mayor and Borough Clerk are hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 5, 2022.

Margaret Riggio
Borough Clerk

COOPERATIVE PRICING SYSTEM AGREEMENT

THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY
65-MCESCCPS

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this ____ day of _____, 20____, by and between the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY and the BOROUGH OF HIGHTSTOWN who desires to participate in the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE PRICING SYSTEM.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

The goods or services to be priced cooperatively may include supplies and materials, time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

2. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
3. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities if required, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
4. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
7. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.

8. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
9. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
10. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
11. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder as follows:
 - Supplies, materials, goods and services at 2.2% of sales.
 - Natural Gas .00325 per therm
 - Electrical Aggregation.00125 per kilowatt hour
 - Demand Response at 7% of reimbursementAll fees are included within the bid price and are subject to change with new awards and notice to all cooperative members will be provided.
15. This Agreement shall become effective on 5/21/22 subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. Additional local contracting units may from time to time, execute this Agreement by means

of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.

17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY: _____
Anthony La Marco
Business Administrator/Board Secretary

ATTEST BY: _____
Name and Title

For: THE BOROUGH OF HIGHTSTOWN

BY: _____
Lawrence Quattrone
Mayor

ATTEST BY: _____
Margaret Riggio
Borough Clerk

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**ESTABLISHING SALARIES OF CERTAIN OFFICERS AND
EMPLOYEES OF THE BOROUGH OF HIGHTSTOWN FOR THE
YEAR 2023**

WHEREAS, Section 2-9.8(b) of the *Revised General Ordinances of the Borough of Hightstown* provides that salaries of Department Heads shall be set by the Mayor and Council and that the salaries of other non-union employees shall be set by the Borough Administrator within the range provided by Ordinance; and

WHEREAS, it is the desire of the Mayor and Council to set 2023 salaries for certain non-union employees who do not have a separate employment agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the salary for the titles below shall be effective January 1, 2023:

| <u>Position/Title</u> | <u>2023 Salary</u> |
|----------------------------------|---------------------------|
| Chief Financial Officer | 54,546.17 |
| Borough Clerk | 84,872.00 |
| Registrar of Vital Statistics | 4,561.87 |
| IT | 5,304.50 |
| Qualified Purchasing Agent (QPA) | 15,450.00 |
| Health Official | 14,916.25 |
| Public Health Nurse | 81,133.10 |
| Collector | 84,872.00 |
| Assessor | 20,498.71 |
| Municipal Judge | 34,450.61 |
| Construction Code Official | 27,228.00 |
| Technical Assistant | 38,297.43 |
| Building Subcode Official | 4,802.69 |
| Building Inspector | 4,802.69 |
| Zoning Official | 12,592.88 |

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 5, 2022.

Margaret Riggio
Borough Clerk

October 5, 2022

Dimitri Musing
Hightstown Borough
156 Bank Street
Hightstown, New Jersey 08520

RE: Service and Fee Proposal; Estimating
Hightstown Municipal Building & Police Substation Rehabilitation & Addition
Hightstown, New Jersey

Dear Dimitri:

PCS & Estimate, LLC is pleased to offer our proposal to provide cost estimating services for the referenced project. We understand the project to be renovations to the Hightstown Municipal Building & Police Substation located in Hightstown, New Jersey.

Our proposal to provide one (1) Estimate of Probable Construction Cost for estimating services with one (1) minor revision after your review, is as follows:

Scope of Services:

| <u>Task</u> | <u>Description</u> | <u>Cost</u> |
|-------------|-------------------------------------|-------------|
| • 01 | Construction Document Cost Estimate | \$ 9,040 |
| • 02 | Meetings and Reviews (Virtual) | \$ 1,590 |

These estimates will be completed using our standard Microsoft Excel format and delivery to the Hightstown Borough in electronic PDF format. We exclude any hazardous material estimating as our insurance company will not allow for this service. All other services not noted above are specifically excluded.

Hightstown Borough will provide one (1) complete copy of the electronic format (PDF) for our use in estimating this project. It is understood that our proposal is based on receipt of the documents during the 2022/2023 calendar year.

As standard in our industry, &estimate expects prompt payment within seven (7) days from the date you receive payment for our services. Any payments exceeding 120 days will be subject to a 5% interest charge. If the project costs and or the construction cost is increased throughout the duration of our engagement &estimate will be entitled to an appropriate fee increase in relation to the percentage of additional funding.

Our estimate will be based on the drawings, specifications, narratives, emails and verbal instructions provided by Hightstown Borough. Since we have no control over the cost of labor, materials, contractor markups, or market conditions, our opinions represent our best judgment of a probable construction cost in Hightstown, New Jersey at this time.

However, we cannot and do not guarantee that bids will not vary from our opinions of probable construction costs. If a formal contract is forthcoming, then this proposal must be attached.

If this proposal meets with your approval, your signature below or authorization to proceed will serve as a contract between Hightstown Borough and PCS & Estimate, LLC. If a contract is to be signed, this proposal shall be attached to any contract between Hightstown Borough and PCS & Estimate, LLC. It will also serve as our authorization to proceed when complete documents are available. &estimate will require fifteen (15) business days after the receipt of all documents to complete our estimates. We have not included estimating services of any soft costs such as A/E fees, FF&E and other normal soft costs adders.

We appreciate the opportunity to provide you with our proposal for cost estimating services. We look forward to working with you and your team on this project.

Respectfully,

PCS & Estimate, LLC



Brandon Lawlor
President, &estimate
d 216.239.5276
c 216.406.7151
and-estimate.com

a PCS company

APPROVED: _____ DATE: _____
Hightstown Borough

November 21, 2022

Dimitri Musing
Hightstown Borough
156 Bank Street
Hightstown, New Jersey 08520

RE: Service and Fee Proposal; Estimating
Hightstown Municipal Building & Police Substation Rehabilitation & Addition
Hightstown, New Jersey

Dear Dimitri:

PCS & Estimate, LLC is pleased to offer our proposal to provide cost estimating services for the referenced project. We understand the project to be renovations to the Hightstown Municipal Building & Police Substation located in Hightstown, New Jersey.

Our proposal to provide one (1) Estimate of Probable Construction Cost for estimating services with one (1) minor revision after your review, is as follows:

Constructability review services only, 2 options:

| <u>Task Options</u> | <u>Description</u> | <u>Cost</u> |
|---------------------|--|-------------|
| • 01 | Independent of cost estimate Constructability Review | \$ 11,480 |
| • 02 | Complete Constructability Review at the same time as the CD estimate | \$ 7,500 |

These estimates will be completed using our standard Microsoft Excel format and delivery to the Hightstown Borough in electronic PDF format. We exclude any hazardous material estimating as our insurance company will not allow for this service. All other services not noted above are specifically excluded.

Hightstown Borough will provide one (1) complete copy of the electronic format (PDF) for our use in estimating this project. It is understood that our proposal is based on receipt of the documents during the 2022/2023 calendar year.

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APPROVED: _____ DATE: _____
Hightstown Borough

Resolution 2022-224

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on December 5 2022, via www.zoom.com, that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed:

Personnel – Superintendent Public Works

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public March 5, 2023, or when the need for confidentiality no longer exists.

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with sections 8 and 4a of the Open Public Meetings Act.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 5, 2022.

Margaret Riggio
Borough Clerk