

**AGENDA**  
**Hightstown Borough Council**  
**January 15, 2024 | 6:30 p.m.**  
**Hightstown Engine Company No. 1**  
**140 North Main Street, Hightstown**

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

**Meeting called to order by Mayor Susan Bluth**

**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 advertised in the Trenton Times and Windsor-Hights Herald as required by law and is posted on the Hightstown Borough website.

**Roll Call**

**Flag Salute**

**Approval of Agenda**

**Approval of Minutes**      December 18, 2023 – Public Session  
December 18, 2023 – Executive Session  
January 2, 2024 - Reorganization

**Public Hearing**              Green Acres Grant Public Hearing Rescheduled to February 5, 2024

**Engineering Items**        Improvements to Summit Street

**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**                **2024-01 First Reading and Introduction** An Ordinance Amending and Supplementing Chapter 20, Entitled “Protection of Trees,” of “The Revised General Ordinances of the Borough of Hightstown

**Resolutions**              **2024-32**    Authorizing Payment of Bills  
  
**2024-33**    Resolution Authorizing the Execution of an Agreement Between the Borough of Hightstown and the Township of Robbinsville to Share Municipal Court Facilities, Employees, Equipment and Supplies

**Consent Agenda**        **2024-34**    Refunding an Overpayment of a Taxi Company Fee  
  
**2024-35**    Authorizing the Purchase of Proprietary Computer Software Upgrades and Annual Hosting Expenses with Sensus USA, Inc. and Core & Main, LP

**2024-36** Declaring Personal Property Surplus and No Longer Needed for Public Use

**2024-37** Resolution Making and Confirming Prosecutor and Public Defender for 2024

**2024-38** Resolution Authorizing the Provision of a Contribution to the Hightstown First Air Squad, Inc., for Public Services

**2024-39** Resolution Authorizing the Hightstown First Aid Squad, Inc. to Utilize Certain Borough-Owed Radios in Connection with its Provision of Emergency Medical Services

## **Discussion**

## **Subcommittee Reports**

## **Mayor/Council/Administrative Updates**

**Executive Session**      **Resolution 2024-40** Authorizing a Meeting that Excludes the Public  
Contract Negotiations – Firehouse Hall Rental Agreement

## **Adjournment**



**Roberts**  
ENGINEERING GROUP LLC  
*Women Business Enterprise Certified*

1670 Whitehorse-Hamilton Square Rd.  
Hamilton, New Jersey 08690  
609-586-1141 fax 609-586-1143  
www.RobertsEngineeringGroup.com

January 2, 2024

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

Re: Improvements to Summit Street  
Borough of Hightstown, Mercer County, New Jersey  
Our File No.: H1603

Dear Dimitri:

The New Jersey Department of Transportation has notified the Borough through its Project Management and Reporting System (PMRS) that it has been awarded funding through the Municipal Aid Program for Improvements to Summit Street in the amount of \$478,710.00. A contract must be awarded to a contractor by October 31, 2025.

You may recall that the estimated construction cost was \$748,695.00. The awarded allotment is \$269,985.00 less than the requested amount. This cost does not include the costs for water and sewer improvements.

Improvements include replacement of deteriorated curb, sidewalk, and curb ramps as necessary; new sidewalk where none currently exist on one side of the road; upgrades to storm drains; milling and paving with base repairs as necessary; and replacement of signage and striping.

The anticipated costs for survey, design, permitting, bidding, and construction administration/inspection for the sidewalk and roadway improvements are as follows:

Survey, Design, Permitting, and Bidding =	\$ 50,000.00
<u>Construction Administration and Inspection =</u>	<u>\$ 55,000.00</u>
TOTAL =	\$ 105,000.00

In reviewing with the Borough Water and Sewer Operators, improvements are needed to the drinking water and wastewater systems. A number of known lead services on Summit Street must be replaced in accordance with the NJDEP Lead Service Rules. Additionally, a portion of the existing water main must be replaced, and all existing water services are recommended to be transferred from the existing 4" water main to the existing 8" water main so that the 4" main can be abandoned. Therefore, I recommend the Borough obtain a loan through the NJ Infrastructure Bank (NJIB) to fund the water improvements and maximize the potential 50% loan forgiveness.

The existing wastewater collection system is generally in good condition. However, portions of the sewer main must be replaced to eliminate cracks, specific laterals must be replaced, and cleanouts must be installed at all properties. The estimated costs for these improvements are \$165,000.00.

The full scope of work including water and sewer improvements increases the total construction value to approximately \$1,915,000.00. Should Council authorize the expanded scope, the anticipated costs for survey, design, permitting, preparation of NJIB loan application, bidding, and construction administration/inspection for the full scope are as follows:

Improvements to Summit Street  
Borough of Hightstown, Mercer County, New Jersey  
Our File No.: H1603  
Page 2 of 2

Survey, Design, Permitting, and Bidding =	\$ 95, 000.00
<u>Construction Administration and Inspection =</u>	<u>\$ 170, 000.00</u>
TOTAL =	\$ 265, 000.00

Please note that this fee includes all proposed improvements (transportation, water, and sewer).

Please review the above figures and advise as to how the Council would like to move forward. I am available to review at your next available Council meeting.

Should you have any questions or concerns, please feel free to contact me.

Very truly yours,



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

cc: Mayor and Council  
Peggy Riggio, RMC, CMR, Borough Clerk  
George Lang, Borough CFO  
Ken Lewis, Borough Superintendent of Public Works  
Steve White, Borough Superintendent of AWWTP  
Cameron Corini, P.E., C.M.E., Roberts Engineering Group, LLC  
Kelly Pham, E.I.T., Roberts Engineering Group, LLC

# Ordinance 2024-01

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

## **AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 20, ENTITLED “PROTECTION OF TREES,” OF “THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN.”**

**WHEREAS**, the Borough of Hightstown (the “Borough”) previously established Chapter 20, entitled “Protection of Trees,” of “The Revised General Ordinances of the Borough of Hightstown” (also referenced as the “Borough Code”); and

**WHEREAS**, the Mayor and Council now wish to revise Chapter 20 of the Borough Code as set forth herein.

**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 Chapter 20, entitled “Protection of Trees,” 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 ~~striketrough~~):

### **Chapter 20. Protection of Trees**

#### **Article 20-1. Tree Regulations**

§ 20-1-1. Title.

This article shall be known and may be cited as the "Tree Regulations of the Borough of Hightstown, County of Mercer, State of New Jersey."

§ 20-1-2. Definitions.

- A. For the purpose of this article, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular and words in the singular include the plural. The word "shall" is mandatory and not merely directory.
- B. As used in this article, the following terms shall have the meanings indicated:

#### **BOROUGH**

The Borough of Hightstown, County of Mercer, State of New Jersey.

#### **ENVIRONMENTAL COMMISSION**

The body having jurisdiction over public park and/or street trees.

**PARK**

Includes all public parks having individual names.

**PERSON**

Any person, firm, partnership, association, corporation, company or organization of any kind.

**PROPERTY LINE**

The outer edge of a street right-of-way.

**PROPERTY OWNER**

The person owning such property as shown by the Tax Map of the Borough.

**PUBLIC PLACES**

Includes all other grounds owned by the Borough.

**PUBLIC TREES**

Includes all shade and ornamental trees now or hereafter growing on any tree lawn or any public areas where otherwise indicated.

**SHADE TREE OFFICIAL**

The designated official assigned to carry out the enforcement of this article.

**STREET or HIGHWAY**

The entire width of every public way or right-of-way when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular and pedestrian traffic.

**TREE LAWN**

That part of a street or highway, not covered by sidewalk or other paving, lying between the property line and that portion of the street or highway usually used for vehicular traffic.

**TRUCK THOROUGHFARE**

Any street on which trucks are not prohibited.

§ 20-1-3. Duties of Environmental Commission.

The Environmental commission shall have the authority and responsibility to:

- A. Study the problems and determine the needs of the Borough in connection with its tree planting program.
- B. Recommend to the proper authority the type and kind of trees to be planted upon municipal streets or parts of municipal streets or in parks.
- C. Organize and disseminate news and information regarding the selection, planting and maintenance of trees within the corporate limits, whether the same are on private or public

property, and make recommendations from time to time to the Borough Council as to desirable legislation concerning the tree program and activities for the municipality.

- D. Hold regular and special meetings at which the subject of trees insofar as it relates to the municipality may be discussed by the members of the Commission and all others interested in the tree program.
- E. Promulgate the rules and regulations of the Arboricultural Specifications and Standards of Practice governing the planting, maintenance, removal, fertilization, pruning and bracing of trees on the streets or other public sites in the municipality and direct, regulate and control the planting, maintenance and removal of all trees growing now or hereafter in any public area of the Borough.
- F. Formulate, adopt and amend a Master Street-Tree Plan. The Master Street-Tree Plan shall specify appropriate species of the trees to be planted on the streets or other public sites of the municipality. From and after the effective date of the Master Street-Tree Plan or any amendment thereof, all planting shall conform thereto.
- G. Consider all existing and future utility and environmental factors when recommending a specific species for each of the streets and other public sites of the municipality.
- H. Affix reasonable conditions to the granting of a permit in accordance with the terms of this article.

§ 20-1-4. Shade Tree Official.

A. Appointment; Vacancies.

- (1) The Shade Tree Official shall be appointed from the membership of the Environmental Commission by the Mayor with the concurrence of the Borough Council. Prior to making the appointment, the Mayor shall receive the recommendation of the Environmental Commission.
- (2) If the position of Shade Tree Official remains vacant for any reason for more than one month, the Environmental Commission may designate a qualified person to perform the duties of the Shade Tree Official on a temporary basis and until such time as an appointment to the position may be made.

B. Duties of Shade Tree Official. The Shade Tree Official shall have the authority and responsibility to:

- (1) Regulate the planting, maintenance and removal of trees on streets and other publicly owned property to ensure safety or preserve the aesthetics of such public sites.
- (2) Inspect all work done under a permit issued in accordance with the terms of this article.

- (3) Enforce the provisions of this article.

§ 20-1-5. Permits.

- A. Permit Required. Except as required by other sections, clauses or provisions of this article, no person shall plant, spray, fertilize, preserve, prune, remove, cut above or below ground or otherwise disturb any tree on any public street or Borough-owned property without first filing an application and procuring a permit from the Environmental Commission. The person receiving the permit shall abide by the Arboricultural Specifications and Standards of Practice adopted by the Environmental Commission.
- B. Application.
- (1) Application for a permit must be made to the Environmental Commission not less than two weeks in advance of the time the work is to be done and shall be accompanied by payment of a fee of \$5. Requests for Borough assistance should be indicated on the application.
- (2) An application for planting of a tree shall state:
- (a) The number of trees to be set out.
  - (b) The location of the tree(s) and grade.
  - (c) The species, cultivar or variety of each tree.
  - (d) The method of planting.
  - (e) Such other information as the Environmental Commission shall find reasonably necessary to a fair determination of whether a permit should be issued.
- (3) An application for maintenance of trees shall state:
- (a) The number and kinds of trees to be sprayed, fertilized, pruned or otherwise preserved.
  - (b) The kind of treatment to be administered.
  - (c) The composition of the spray material to be applied.
  - (d) Such other information as the Environmental Commission shall find reasonably necessary to a fair determination of whether a permit should be issued.
- (4) An application for a permit to remove a tree shall state:
- (a) The number and location of trees to be removed.



- (b) The reason(s) removal is necessary or appropriate.
  - (c) The species, cultivar or variety of the replacement tree(s).
  - (d) The intended location of the replacement tree(s).
  - (e) The method of planting the replacement tree(s).
  - (f) Such other information as the Environmental Commission shall find reasonably necessary to a fair determination of whether a permit should be issued.
  - (g) Except as otherwise authorized by the Environmental Commission, no permit for removal of a tree shall be issued unless provision is made for the planting of a replacement tree at the site of removal or at a location approved by the Environmental Commission.
- C. Issuance of Permit. The Environmental Commission shall issue the permit provided for herein if, in its judgment, the proposed work is desirable and the proposed method and workmanship thereof are of a satisfactory nature. Any permit granted shall contain a definite date of expiration, and the work shall be completed in the time allowed on the permit and in the manner as therein described. Any permit shall be void if its terms are violated.

§ 20-1-6. Removal, Replanting and Replacement.

- A. Planting in Violation of Regulations. Whenever any tree shall be planted in violation of the provisions of this article, it shall be lawful for the Shade Tree Official to remove or cause removal of the same, and the exact cost thereof shall be assessed to the person planting the tree as provided by law in the case of special assessments.
- B. Removal of Trees for Sidewalk or Street Improvements. Whenever it is necessary for the Borough to remove a tree or trees from a tree lawn in connection with the paving of a sidewalk or the paving or widening of the portion of a street or highway used for vehicular traffic, the Borough shall replant such trees or replace them. If conditions prevent planting on tree lawns, this requirement will be satisfied if any equivalent number of trees of the same size and species as provided for in the Arboricultural Specifications are planted in another location approved by the Environmental Commission.
- C. Removal of Trees for Construction; Replacement. No person or property owner shall remove a tree from the tree lawn for the purpose of construction or for any other reason unless he replaces the removed tree or trees in accordance with the adopted Arboricultural Specifications. Such replacement shall meet the standards of size, species and placement as provided for in a permit issued by the Environmental Commission. The person or property owner shall bear the cost of removal and replacement of all trees removed.

§ 20-1-7. Pruning.

- A. Responsibility of Property Owner or Tenant. It shall be the duty of any person owning or occupying real property bordering on any public street to prune any trees on such property in such manner that they do not obstruct or shade the streetlights, obstruct the passage of pedestrians on sidewalks, obstruct vision of traffic signs or obstruct the traveling public's view of the street. The minimum clearance of any overhanging portion of a tree shall be 10 feet over sidewalks and 12 feet over all streets, except truck thoroughfares, which shall have a clearance of 16 feet.
- B. Failure to Prune Trees; Notice. Should any person owning real property bordering on any public street fail to prune trees as hereinabove provided, the Environmental Commission shall order such person or persons, within 30 days after receipt of written notice, to so prune such trees. The order required herein shall be served by mailing a copy of the order to the last known address of the owner or occupant of the property.
- C. Failure to Comply; Cost Assessed to Owner. When a person to whom an order is directed shall fail to comply within the specified time, it shall be lawful for the municipality to prune such trees, and the exact cost thereof shall be assessed to the owner as provided by law in the case of special assessments.

§ 20-1-8. Abuse or Mutilation of Public Trees.

Unless specifically authorized by the Environmental Commission or the Shade Tree Official, no person shall intentionally damage, cut, carve, transplant or remove any public tree; attach any rope, wire, nails, advertising posters or other contrivance to any such tree; allow any gaseous, liquid or solid substance which is harmful to such trees to come in contact with them; or set fire to or permit any fire to burn when such fire or the heat thereof is likely to injure any portion of any such tree.

§ 20-1-9. Interference with Officials Unlawful.

No person shall hinder, prevent, delay or interfere with the Environmental Commission or the Shade Tree Official in the performance of its or his authority and duties pursuant to this article; provided, however, that nothing herein shall be construed as an attempt to prohibit the pursuit of any remedy, legal or equitable, in any court of competent jurisdiction for the protection of property rights by the owner of any property within the municipality.

§ 20-1-10. Protection During Construction or Excavation.

- A. All trees on any public street or other publicly owned property in the immediate vicinity of an excavation or construction of any building, structure or street work shall be guarded with a good, substantial and highly visible fence, frame or box not less than four feet high and eight feet square or at a distance in feet from the trunk equal to the diameter of the trunk in inches [measured six inches from the ground], whichever is greater, and all building material, dirt or other debris shall be kept outside the barrier.
- B. No person shall excavate any ditches, tunnels or trenches or lay any drive within a radius of 10 feet from any public tree without first obtaining a written permit from the Environmental Commission.

§ 20-1-11. Obstructing Nutrients from Public Trees Unlawful.

No person shall deposit, place, store or maintain upon any public place of the municipality any stone, brick, sand; concrete or other materials which may impede the free passage of water, air and fertilizer to the roots of any tree growing therein, except by written permit of the Environmental Commission.

§ 20-1-12. Forestry Program.

The Borough of Hightstown is accredited with the New Jersey Urban and Community Forestry Program (the “Forestry Program”). The details of the Borough’s Forestry Program are on file for public inspection and review in the office of the Borough Clerk.

§ 20-1-1~~2~~3. Violations and Penalties.

The Environmental Commission or the Shade Tree Official shall cause a Municipal Court complaint to be issued to any person, firm or corporation violating any of the provisions of this article. Any person found to have violated a provision of this article shall be liable, upon conviction to the penalty as stated in Chapter 1, Article 1-5.

2. That all other provisions of Chapter 20 of the Borough Code which are not referenced in Section 1 of this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

3. 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.

4. 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.

5. That this Ordinance shall take effect upon final passage and publication in accordance with the law.

INTRODUCED:

ATTEST:

---

MARGARET RIGGIO  
MUNICIPAL CLERK

---

SUSAN BLUTH  
MAYOR

# Resolution 2024-32

*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 \$1,231,538.26 from the following accounts:

Current		\$1,106,364.51
W/S Operating		52,014.87
General Capital		12,570.55
Water/Sewer Capital		1,910.00
Grant		2,048.65
Trust		1,805.00
Unemployment Trust		0.00
Animal Control		426.55
Law Enforcement Trust		0.00
Tax Lien Trust		53,504.82
Housing Trust		0.00
Public Defender Trust		0.00
Escrow		<u>893.31</u>
Total		<u><u>\$1,231,538.26</u></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 January 16, 2024.

---

Margaret Riggio  
Borough Clerk

Date: January 16, 2024

To: Mayor and Council

From: Finance Office

Re: Manual Bill List for 1/16/2024

<u>CURRENT ACCOUNT</u>	<u>DATE ISSUED</u>	<u>PO #</u>	<u>CHECK #</u>	<u>Amount</u>
EAST WINDSOR REGIONAL SCHOOL	12/15/2023	23-01622	1595	\$ 917,836.00
STATE OF N.J.-DEPT OF TREASURY	12/15/2023	23-01554	1596	\$ 54,604.65
BANK OF AMERICA	12/18/2023	23-01621	36339	\$ 2,911.33
COMCAST BUSINESS	12/19/2023	23-01650	36398	\$ 175.35
VERIZON FIOS	12/19/2023	23-01623	36400	\$ 194.43
DEP OFFICE OF NATURAL LANDS MANAGEMENT	12/22/2023	23-01684	36403	\$ 70.00
ADVANCE AUTO PARTS	12/28/2023	23-01253	36404	\$ 670.65
DIMITRI MUSING	12/28/2023	23-01682	36405	\$ 270.00
FRANK GENDRON	12/28/2023	23-01681	36406	\$ 270.00
JCP&L (STREET LIGHTING)	12/28/2023	23-01679	36407	\$ 2,371.91
MARGARET M. RIGGIO	12/28/2023	23-01680	36409	\$ 270.00
PSE&G	12/28/2023	23-01691	36413	\$ 1,149.47
PSE&G	12/28/2023	23-01690	36413	\$ 584.99
T-MOBILE	12/28/2023	23-01689	36411	\$ 61.60
VERIZON WIRELESS	12/28/2023	23-01653	36412	\$ 266.17
MINI BILL LIST	12/31/2023	VARIOUS	VARIOUS	\$ 87,144.39
BANK OF AMERICA	12/31/2023	23-01725	36489	\$ 10,711.44
<b>TOTAL</b>				<b>\$ 1,079,562.38</b>
<u>WATER AND SEWER OPERATING</u>				
STATE OF N.J.-DEPT OF TREASURY	12/15/2023	23-01554	1407	\$ 16,775.07
CRYSTAL SPRINGS	12/19/2023	23-01516	36399	\$ 139.87
PSE&G	12/28/2023	23-01691	36413	\$ 1,880.04
PSE&G	12/28/2023	23-01690	36413	\$ 162.57
STEVE WHITE	12/28/2023	23-01683	36410	\$ 270.00
PREMIER MAGNESIA, LLC	12/29/2023	23-00476-03	36414	\$ 11,331.09
MINI BILL LIST	12/31/2023	VARIOUS	VARIOUS	\$ 13,857.40
BANK OF AMERICA	12/31/2023	23-01725	36489	\$ 1077.45
<b>TOTAL</b>				<b>\$ 45,493.49</b>
<u>ESCROW</u>				
MINI BILL LIST	12/31/2023	VARIOUS	VARIOUS	\$ 241.81
<b>TOTAL</b>				<b>\$ 241.81</b>
<u>GRANT</u>				
MINI BILL LIST	12/31/2023	VARIOUS	VARIOUS	\$ 2,048.65
<b>TOTAL</b>				<b>\$ 2,048.65</b>
<u>TRUST- OTHER</u>				
MINI BILL LIST	12/31/2023	VARIOUS	VARIOUS	\$ 1,805.00
<b>TOTAL</b>				<b>\$ 1,805.00</b>
<u>ANIMAL CONTROL TRUST</u>				
BANK OF AMERICA	12/18/2023	23-01621	1343	\$ 176.55
MINI BILL LIST	12/31/2023	VARIOUS	VARIOUS	\$ 250.00
<b>TOTAL</b>				<b>\$ 426.55</b>
<u>LAW ENFORCEMENT TRUST</u>				
<b>TOTAL</b>				<b>\$ -</b>
<u>UNEMPLOYMENT TRUST</u>				
<b>TOTAL</b>				<b>\$ -</b>
<u>PUBLIC DEFENDER TRUST</u>				
<b>TOTAL</b>				<b>\$ -</b>
<u>TAX LIEN TRUST</u>				
CHRISTIANA T C/F CE1/FIRSTTRUST	12/13/2023	23-01620	1043	\$ 12,699.19
FUNDPALITY II, LLC	12/31/2023	23-01724	1044	\$ 40,805.63
<b>TOTAL</b>				<b>\$ 53,504.82</b>
<u>GENERAL CAPITAL</u>				
MINI BILL LIST	12/31/2023	VARIOUS	VARIOUS	\$ 9,156.80
<b>TOTAL</b>				<b>\$ 9,156.80</b>
<u>WATER AND SEWER CAPITAL</u>				
<b>TOTAL</b>				<b>\$ -</b>
<b>MANUAL TOTAL</b>				<b>\$ 1,192,239.50</b>

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								
Vendors:	All	Include Non-Budgeted:	Y	Bid:	Y	State:	Y	Other:	Y Exempt: 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	Exc1
C0222 CONTINENTAL FIRE & SAFETY,INC.									
23-01668 12/20/23 EQUIPMENT FOR PREVENTION									
1 SENSIT P100 SINGLE CARBON	247.00	3-01-25-256-002-048	B FIRE PREVENTION	R	12/20/23	12/31/23		P4900	N
2 NEW 2.5 GALLON WATER FIRE	164.00	3-01-25-256-002-048	B FIRE PREVENTION	R	12/20/23	12/31/23		P4900	N
3 NEW 5 LB ABC FIRE EXTINGUISHER	64.00	3-01-25-256-002-048	B FIRE PREVENTION	R	12/20/23	12/31/23		P4900	N
4 STREAMLIGHT MODEL 444S1 FIRE	199.75	3-01-25-256-002-048	B FIRE PREVENTION	R	12/20/23	12/31/23		P4900	N
5 PRO-TECH 8 KANGAROO LEATHER	98.00	3-01-25-256-002-048	B FIRE PREVENTION	R	12/20/23	12/31/23		P4900	N
6 PRINCETON TEC HI-VIZZ II LED	66.50	3-01-25-256-002-048	B FIRE PREVENTION	R	12/20/23	12/31/23		P4900	N
7 HEADLAMP HELMET ADAPTER	109.00	3-01-25-256-002-048	B FIRE PREVENTION	R	12/31/23	12/31/23		P4900	N
	948.25								
Vendor Total:	948.25								
G0171 GEORGE E. CONLEY ELECTRIC									
23-01557 12/06/23 ELECTRICAL WORK									
1 INV 25781	326.02	3-01-26-290-001-127	B Street Repair & Maintenance	R	12/06/23	12/31/23		25781	N
2 INV 25749	1,662.69	3-01-26-290-001-127	B Street Repair & Maintenance	R	12/06/23	12/31/23		25749	N
3 INV 25702	616.27	3-09-55-501-001-503	B Water Plant Maintenance	R	12/06/23	12/31/23		25702	N
4 INV 25700	250.00	3-09-55-501-001-503	B Water Plant Maintenance	R	12/06/23	12/31/23		25700	N
5 INV 25673	500.00	3-09-55-501-001-503	B Water Plant Maintenance	R	12/06/23	12/31/23		25673	N
6 INV 25675	500.00	3-09-55-501-001-503	B Water Plant Maintenance	R	12/06/23	12/31/23		25675	N
7 INV 25718	918.73	3-09-55-501-001-503	B Water Plant Maintenance	R	12/06/23	12/31/23		25718	N
	4,773.71								
Vendor Total:	4,773.71								
G0038 GOLD TYPE BUSINESS MACHINE									
23-01734 12/31/23 QUARTERLY E-TICKET FEES									
1 QUARTERLY E-TICKET FEES	1,518.10	3-01-25-240-001-029	B Maint. Contracts - Other	R	12/31/23	12/31/23		0000043098	N
Vendor Total:	1,518.10								



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
PHOEN005 PHOENIX ADVISORS												
23-01745	12/29/23 CONTINUING DISCLOSURE	12/31/23										
1	CONTINUING DISCLOSURE 12/31/23	1,600.00	3-01-20-130-001-031	B	PROF SERVICES	R	12/31/23	12/31/23			12311	N
Vendor Total:		1,600.00										
POLIC005 POLICE & SHERIFFS PRESS, INC												
23-01736	12/31/23 BORO ID'S - TAXI DRIVER											
1	BORO ID'S TAXI DRIVER	17.60	3-01-20-125-001-023	B	Printing & Stationary	R	12/31/23	12/31/23			187481	N
Vendor Total:		17.60										
RAPID010 RAPID RECOVERY SERVICES, LLC												
23-01739	12/31/23 EMERGENCY REPAIR HFD											
1	EMERGENCY REPAIR HFD INV 23046	8,628.72	3-01-23-210-003-110	B	Insurance Deductibles	R	12/31/23	12/31/23			23046	N
Vendor Total:		8,628.72										
R0077 ROBERTS ENGINEERING GRP LLC												
23-01726	12/29/23 BILLING THROUGH 12/30/23											
1	COUNCIL MEETINGS INV 8155	160.00	3-01-20-165-001-104	B	Attendance at Meetings (B)	R	12/31/23	12/31/23			8155	N
2	MISC REQUESTS INV 8156	1,517.50	3-01-20-165-001-103	B	Misc-Req For Info & Data(B)	R	12/31/23	12/31/23			8156	N
3	SW MAPPING INV 8157	2,218.75	3-01-20-165-001-106	B	Misc. Road & Drainage Issues(B	R	12/31/23	12/31/23			8157	N
4	SW MANAGEMENT PLAN INV 8158	355.00	3-01-20-165-001-106	B	Misc. Road & Drainage Issues(B	R	12/31/23	12/31/23			8158	N
5	GENERAL SEWERS INV 8161	367.50	3-09-55-501-002-508	B	Engineer	R	12/31/23	12/31/23			8161	N
6	CHEMICAL & SLUDGE REMOVAL 8162	1,363.75	3-09-55-501-002-508	B	Engineer	R	12/31/23	12/31/23			8162	N
7	IMP TO RR & DEY ST INV 8165	236.25	C-04-55-894-002-447	B	RAILROAD AVE & DEY STREET SOFT COSTS	R	12/31/23	12/31/23			8165	N
8	IMP TO HAUSSE, BENNETT &	415.00	C-04-55-894-001-447	B	HAUSER, BENNETT PL PROSPECT DR SOFT COST	R	12/31/23	12/31/23			8166	N
9	IMP TO ORCHARD, MEADOW & CLOVER	1,910.00	C-08-55-969-001-544	B	IMP TO ORCHARD, CLOVER & S. MAIN SEC 20	R	12/31/23	12/31/23			8167	N
10	IMP TO MAXWELL AVE INV 8168	2,762.50	C-04-55-899-000-447	B	MAXWELL AVE IMPROVEMENTS SEC. 20	R	12/31/23	12/31/23			8168	N
11	STORM WATER PERMIT INV 8198	844.90	3-01-20-165-001-106	B	Misc. Road & Drainage Issues(B	R	12/31/23	12/31/23			8198	N
12	MISC ROADS INV 8199	135.00	3-01-20-165-001-028	B	General Engineering	R	12/31/23	12/31/23			8199	N
		12,286.15										
23-01742 12/29/23 Billing through 12/30/2023												
1	Attend PB Meeting 12/11/23	240.00	3-01-21-180-001-106	B	Planning Board Engineer-General	R	12/31/23	12/31/23			8164	N
2	Site inspection & CO recommend	424.00	HTELLC	P	Clinton Street	R	12/31/23	12/31/23			8169	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
R0077 ROBERTS ENGINEERING GRP LLC Continued												
23-01742	12/29/23 Billing through 12/30/2023	Continued										
3	Attend PB Mtg & review options	227.50	2022-04		P	424 Stockton Street	R	12/31/23	12/31/23		8173	N
		891.50										
23-01743	12/29/23 DAWES PARK GREENACRES GRANTAPP											
1	DAWES PARK GREEN ACRES	2,140.00	3-01-20-165-001-028		B	General Engineering	R	12/31/23	12/31/23		8159	N
23-01744	12/29/23 AWWTP ACTIVATED SLUDGE IMP											
1	AWWTP ACTIVATED SLUDGE IMP	160.00	3-09-55-501-002-508		B	Engineer	R	12/31/23	12/31/23		8163	N
	Vendor Total:	15,477.65										
S0250 STATE OF NJ - SFWTR												
23-01715	12/29/23 4TH QTR WATER TAX 2023											
1	4TH QTR WATER TAX 2023	430.69	3-09-55-501-001-525		B	Public Water Tax	R	12/31/23	12/31/23		4TH QTR 2023	N
	Vendor Total:	430.69										
R0537 STITCHES N INK												
23-01635	12/15/23 JACKETS FOR DYLAN MINOR											
1	LIGHT WEIGHT JACKET	71.98	3-09-55-501-002-507		B	Uniforms & Safety Equipment	R	12/15/23	12/31/23		21470	N
2	HEAVY WEIGHT JACKET	129.00	3-09-55-501-002-507		B	Uniforms & Safety Equipment	R	12/15/23	12/31/23		21470	N
		200.98										
	Vendor Total:	200.98										
T0061 TOWNSHIP OF ROBBINSVILLE DPW												
23-01735	12/31/23 HPD VEHICLE MAINTENANCE											
1	HPD VEHICLE MAINTENANCE	108.52	3-01-43-515-001-170		B	Mechanic Services	R	12/31/23	12/31/23		I001060	N
2	HPD VEHICLE MAINTENANCE	108.52	3-01-43-515-001-170		B	Mechanic Services	R	12/31/23	12/31/23		I001062	N
		217.04										
	Vendor Total:	217.04										

[illegible]

Totals by Year-Fund								
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total	Total
CURRENT FUND	3-01	26,802.13	0.00	26,802.13	0.00	0.00	0.00	26,802.13
	3-09	6,521.38	0.00	6,521.38	0.00	0.00	0.00	6,521.38
	3-21	0.00	0.00	0.00	0.00	0.00	651.50	651.50
Year Total:		33,323.51	0.00	33,323.51	0.00	0.00	651.50	33,975.01
GENERAL CAPITAL	C-04	3,413.75	0.00	3,413.75	0.00	0.00	0.00	3,413.75
WATER/SEWER CAPITAL	C-08	1,910.00	0.00	1,910.00	0.00	0.00	0.00	1,910.00
Year Total:		5,323.75	0.00	5,323.75	0.00	0.00	0.00	5,323.75
Total of All Funds:		38,647.26	0.00	38,647.26	0.00	0.00	651.50	39,298.76

Project Description	Project No.	Rcvd Total	Held Total	Project Total
424 Stockton Street	2022-04	227.50	0.00	227.50
Clinton Street	HTELLC	424.00	0.00	424.00
Total of All Projects:		651.50	0.00	651.50

# Resolution 2024-33

BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY

## **RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE BOROUGH OF HIGHTSTOWN AND THE TOWNSHIP OF ROBBINSVILLE TO SHARE MUNICIPAL COURT FACILITIES, EMPLOYEES, EQUIPMENT AND SUPPLIES**

**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**, N.J.S.A. 2B:12-1(c) provides that “two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court”; and

**WHEREAS**, the Borough of Hightstown (the “Borough”) is in need of facilities, employees, equipment and supplies (the “Facilities”, “Employees”, and “Equipment and Supplies”, respectively) in order to provide services (the “Services”) to effectively operate the Hightstown Borough Municipal Court in accordance with all statutory requirements and pursuant to the direction and oversight of the Assignment Judge of Mercer County; and

**WHEREAS**, the Borough and the Township of Robbinsville (the “Township”) have previously entered into Agreements in order to share facilities, employees, and equipment relating to their respective municipal court operations in accordance with N.J.S.A. 2B:12-1(c) in order to conserve resources and to provide for a more efficient and more economically sound municipal court system, while each municipality has maintained its right to appoint its own judge, and;

**WHEREAS**, the Borough and the Township (collectively, the “Parties”) wish to continue and build upon this existing relationship for Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, in accordance with the terms and conditions set forth in an “Agreement Between the Borough of Hightstown and the Township of Robbinsville to Share Municipal Court Facilities, Employees, Equipment and Supplies” (the “Agreement”), a copy of which is attached hereto and made a part hereof; and

**WHEREAS**, it is the intention of the Parties that the Agreement shall replace and supersede any and all prior agreements governing the sharing of Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, existing by and between the Parties as of the Effective Date of the Agreement; and

**WHEREAS**, the Governing Bodies of both the Borough and the Township find that it is

in the best interests of the Parties to continue to collectively provide for and share the Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, under the terms and conditions referenced in the Agreement; and

**WHEREAS**, the Mayor and Council wish to approve the attached Agreement, and to authorize the Mayor and Municipal Clerk to execute the same on behalf of the Borough.

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

1. That the attached Agreement with the Township of Robbinsville to Share Municipal Court Facilities, Employees, Equipment and Supplies, for the term referenced therein, is hereby approved, in accordance with the provisions of N.J.S.A. 40:65-1, *et seq.*
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk is authorized to attest, the attached Agreement on behalf of the Borough.
3. That this Agreement is subject to the provision of adequate funds in the Borough's 2024 budget.
4. That this Agreement is subject to and contingent upon the approval of the Administrative Office of the Courts (the "AOC") and the Assignment Judge.
5. That a certified copy of this Resolution shall be provided to each of the following:
  - a. Dimitri Musing, Hightstown Borough Administrator;
  - b. Bruce Darvis, Robbinsville Township Attorney;
  - c. Police Chief Frank Gendron; and
  - d. 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 January 16, 2024.

---

Margaret Riggio  
Borough Clerk

Township of Robbinsville  
County of Mercer

Resolution 2024-006

**RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES  
AGREEMENT FOR THE SHARING OF MUNICIPAL COURT FACILITIES,  
EMPLOYEES, EQUIPMENT AND SUPPLIES BY AND BETWEEN THE BOROUGH  
OF HIGHTSTOWN AND THE TOWNSHIP OF ROBBINSVILLE**

**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**, N.J.S.A. 2B:12-1(c) provides that “two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court;” and

**WHEREAS**, Hightstown is in need of facilities, employees, equipment and supplies (the “Facilities”, “Employees”, and “Equipment and Supplies”, respectively) in order to provide services (the “Services”) to effectively operate the Hightstown Borough Municipal Court in accordance with all statutory requirements and pursuant to the direction and oversight of the Assignment Judge of Mercer County; and

**WHEREAS**, Hightstown and Robbinsville have previously entered into agreements in order to share facilities, employees, and equipment relating to their respective municipal court operations in accordance with N.J.S.A. 2B:12-1(c) in order to conserve resources and to provide for a more efficient and more economically sound municipal court system, while each municipality has maintained its right to appoint its own judge, prosecutor and public defender; and

**WHEREAS**, the Parties wish to build upon the existing relationship for Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, for the term referenced therein, in accordance with the terms and conditions set forth in the Agreement, effective upon the following: (1) execution of the within Agreement; and (2) approval of the Administrative Office of the Courts (hereinafter, the “AOC”) and the Assignment Judge of the Superior Court of New Jersey, Mercer County Vicinage (hereinafter, the “Assignment Judge”), whichever occurs later; and

**WHEREAS**, the Governing Bodies of both Robbinsville and Hightstown find that it would be in the best interests of the Parties to collectively provide for and share the Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, under the terms and conditions referenced therein;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Robbinsville, County of Mercer, State of New Jersey, that the Shared Services Agreement between the Borough of Hightstown and the Township of Robbinsville for the provision of municipal court facilities, employees, equipment and supplies is authorized and accepted and the proper officials of the Township of Robbinsville are authorized to execute said Agreement.

Township of Robbinsville  
County of Mercer

Resolution 2024-006

**BE IT FURTHER RESOLVED** that the Agreement shall take effect upon the execution of Agreement by the Parties in accordance with N.J.S.A. 40A:65-5(c) *et seq.* and upon the approval of the Agreement by the Administrative Office of the Courts and the Assignment Judge of the Superior Court of New Jersey, Mercer County Vicinage.

**BE IT FURTHER RESOLVED** that a copy of this Resolution and Agreement shall be forwarded to the Director of the Division of Local Government Services as per N.J.S.A. 40A:65-4b.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be forwarded to the Borough of Hightstown.

I certify this to be a true copy of a Resolution adopted by the Township Council of the Township of Robbinsville at a meeting held on January 4, 2024.



---

Michele Seigfried, Municipal Clerk



**AGREEMENT BETWEEN THE BOROUGH OF HIGHTSTOWN  
AND THE TOWNSHIP OF ROBBINSVILLE TO SHARE MUNICIPAL COURT  
FACILITIES, EMPLOYEES, EQUIPMENT AND SUPPLIES  
2024**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

**THE BOROUGH OF HIGHTSTOWN** (“Hightstown”), a municipal corporation of the State of New Jersey, with its temporary principal offices located at 156 Bank Street, Hightstown, New Jersey 08520; and

**THE TOWNSHIP OF ROBBINSVILLE** (“Robbinsville”), a municipal corporation of the State of New Jersey, with its principal offices located at 2298 Route 33, Robbinsville, New Jersey 08691.

(Hightstown and Robbinsville will be collectively referred to herein as the “Parties”).

**WITNESSETH:**

**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**, N.J.S.A. 2B:12-1(c) provides that “two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court”; and

**WHEREAS**, Hightstown is in need of facilities, employees, equipment and supplies (the “Facilities”, “Employees”, and “Equipment and Supplies”, respectively) in order to provide services (the “Services”) to effectively operate the Hightstown Borough Municipal Court in accordance with all statutory requirements and pursuant to the direction and oversight of the Assignment Judge of Mercer County; and

**WHEREAS**, Hightstown and Robbinsville have previously entered into Agreements in order to share facilities, employees, and equipment relating to their respective municipal court operations in accordance with N.J.S.A. 2B:12-1(c) in order to conserve resources and to provide for a more efficient and more economically sound municipal court system, while each municipality has maintained its right to appoint its own judge, prosecutor and public defender; and

**WHEREAS**, the Parties wish to continue and build upon this existing relationship for Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, for the term referenced herein, in accordance with the terms and conditions set forth in the within Agreement, effective upon the following: (1) execution of the within Agreement; and (2) approval of the Administrative Office of the Courts (hereinafter, the “AOC”) and the Assignment Judge of the Superior Court of New Jersey, Mercer County Vicinage (hereinafter, the “Assignment Judge”), whichever occurs later; and

**WHEREAS**, the Governing Bodies of both Robbinsville and Hightstown find that it is in the best interests of the Parties to continue to collectively provide for and share the Facilities, Employees, Equipment and Supplies, and the provision of Services thereby, under the terms and conditions referenced herein;

**NOW, THEREFORE**, with the foregoing Recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Robbinsville and Hightstown, intending to be legally bound, hereby agree as follows:

**1. Provision of Space within the Robbinsville Municipal Court Building.** Robbinsville shall provide Hightstown with space in the Robbinsville Municipal Court Building in which to conduct Hightstown’s Municipal Court (the “Facilities”) and the Parties agree to share the Facilities referenced herein, pursuant to N.J.S.A. 2B:12-1(c), in accordance with the terms and conditions set forth herein.

A. Judge’s Chambers. Each Party recognizes and understands that the area delegated as the Judge’s chambers is for the sole use of the Judge of each Party and the Court Administrator of Robbinsville. No other individual shall use that office without written approval from the Business Administrator of Robbinsville.

**2. Provision of Staff within the Robbinsville Municipal Court Building.**

A. Municipal Judge. Each Party shall appoint its own individual(s) to serve as municipal judge and shall be responsible for the direct and indirect expenses relating to the salary compensation thereof. If at any time during this Agreement the Parties agree to utilize the same individual(s) for municipal judge, a new agreement governing the terms of same shall be adopted by both municipalities and shall be submitted to the AOC and Assignment Judge for approval.

B. Municipal Prosecutor and Public Defender. The offices of municipal prosecutor and public defender for each Party shall be governed by Section 3 below.

C. Certified Court Administrator, Deputy Court Administrator and Violations Clerks. The offices of certified court administrator, deputy court administrator, and violations clerks for each Party shall be governed by Section 3 below.

D. Security. While the Robbinsville and Hightstown Municipal Courts operate under COVID-19 protocols established by the New Jersey Judiciary, security for weapons screening at the entry of the courtroom prior to and during any court sessions held

in-person, and within the courtroom during all in-person court sessions as per the approved court security plan, shall be provided by Robbinsville for Robbinsville court sessions and Hightstown for Hightstown court sessions. Upon the COVID-19 protocols being lifted and the Robbinsville and Hightstown Municipal Courts resuming full in-person sessions, Robbinsville shall be responsible for providing security for both Robbinsville and Hightstown Court sessions. Provisions of employment for security staff shall be governed by Section 3 below.

- E. Prisoner Transportation. Hightstown shall be responsible for the transport of all persons held in custody on warrants or summons and sentencing emanating from Hightstown. Robbinsville shall permit the temporary use of custodial facilities while court is in session.
- F. Designated Court Dates/Times. Robbinsville shall provide the use of its Facilities to Hightstown on the first and third Wednesdays of each month for sessions at 4:00 p.m. and 5:00 p.m., and the second and fourth Wednesdays of each month for sessions at 1:00 p.m., or at such times as mutually agreed to by the Parties.

### **3. Provision of Employees to Provide the Services.**

- A. Municipal Prosecutor and Public Defender.
  - i. Robbinsville shall contract for and appoint a municipal prosecutor and public defender in accordance with all statutory requirements.
  - ii. Within thirty (30) days of the execution of this Agreement by both Parties Hightstown shall appoint to its respective offices the municipal prosecutor and public defender appointed by Robbinsville.
  - iii. The municipal prosecutor and public defender shall be considered contracted professionals of Robbinsville and Hightstown depending upon the municipal court same is appearing before during a particular session. Robbinsville shall be responsible for compensation to the municipal prosecutor and public defender in accordance with the terms and rates set forth in the applicable professional services agreements.
  - iv. In return for the provision of the Services referenced herein, Hightstown agrees to pay to Robbinsville the per session cost, as set forth in the applicable professional services agreements, for each session the municipal prosecutor and public defender is appearing before the Hightstown Borough Municipal Court.
  - v. Notwithstanding the provisions set forth in subsections i through iv, above, Hightstown reserves the right to appoint its own municipal prosecutor and public defender (i.e., a separate professional who is not also appointed by Robbinsville) and to enter into contractual arrangements therewith, in

accordance with all applicable statutory requirements. In the event that Hightstown elects to exercise this right, it shall notify Robbinsville in writing no less than thirty (30) days prior to the effective date of the intended change. Upon opting to appoint its own separate municipal prosecutor or public defender (who is not likewise appointed by Robbinsville), Hightstown shall be responsible for directly paying any and all contractual costs charged by that professional; Robbinsville shall have no role or responsibility in Hightstown's contractual relationship with its professional. In the event that Hightstown chooses to appoint solely either a prosecutor or public defender who is not likewise appointed by Robbinsville, the terms applicable to the attorney in common with Robbinsville shall remain unaltered, consistent with the stipulations delineated in subsections i through iv above.

B. Certified Court Administrator, Deputy Court Administrator and Violations Clerks.

- i. Robbinsville shall provide the Services to Hightstown, through the use of the Robbinsville employees ("Robbinsville Employees"), in order to administer, manage and oversee all operations of the Hightstown Borough Municipal Court, in accordance with all statutory requirements and subject to the direction and oversight of the Assignment Judge of Mercer County.
- ii. The Robbinsville Employees shall have the powers and perform the duties of Certified Court Administrator, Deputy Court Administrator, and Violations Clerk, respectively, in the same manner as if they were employed by Hightstown. These powers and duties shall include, but not be limited to, those set forth in N.J.S.A 2B:12-13, *et seq.*
- iii. The Robbinsville Employees shall maintain their full-time status as employees of Robbinsville and shall not be considered employees of Hightstown. Robbinsville shall be responsible for direct salary compensation to the Robbinsville employees and continue to pay all indirect expenses relating to salary compensation, including but not limited to payroll taxes, pension, worker's compensation, healthcare coverage, etc., for same (inclusively the "Costs").
- iv. The Services referenced herein shall be provided to Hightstown by Robbinsville, through the Robbinsville Employees, based upon a Sixty/Forty Percent (60%/40%) split, with Robbinsville being responsible for Sixty Percent (60%) of the Costs and Hightstown being responsible for Forty Percent (40%) of the Costs. In the event Robbinsville raises the salary of any of the Robbinsville Employees, Robbinsville shall notify Hightstown by December 1 of any such raise to take effect in the following year.

Additionally, for each hour worked by the Robbinsville Employees in excess of 35 total hours per week, on matters exclusive to the Hightstown

Borough Municipal Court, the following hourly rates for 2023 shall apply: \$43.09 for the Certified Court Administrator, \$30.77 for Deputy Court Administrator, and \$20.00 and \$19.23, respectively, for Violations Clerks. In the event Robbinsville raises the salary of any Robbinsville Employees, these hourly rates shall increase accordingly.

- v. It is understood that the Robbinsville Employees are not being appointed by Hightstown, but rather, their services as Certified Court Administrator, Deputy Court Administrator, and Violations Clerks are controlled by this Agreement.
- C. Security. While the Robbinsville and Hightstown Municipal Courts operate under COVID-19 protocols established by the New Jersey Judiciary, Robbinsville police officers shall provide court security for all sessions of the Robbinsville Township Municipal Court and Hightstown police officers shall provide court security for all sessions of the Hightstown Borough Municipal Court as per the approved court security plan. Upon the COVID-19 protocols being lifted and the Robbinsville and Hightstown Municipal Courts resuming full in-person sessions, Robbinsville shall be responsible for providing security for both Robbinsville and Hightstown Court sessions as follows:
- i. Robbinsville shall provide to Hightstown, through the use of Robbinsville Employees, security for weapons screening at the entry of the courtroom prior to and during, and within the courtroom during all court sessions of the Hightstown Borough Municipal Court as per the approved court security plan ("Security Services").
  - ii. The Robbinsville Employees, consisting of a bailiff and court officer, shall have the powers and perform their security duties in the same manner as if they were employed by Hightstown.
  - iii. The Robbinsville Employees shall maintain their status as employees of Robbinsville and shall not be considered employees of Hightstown. Robbinsville shall be responsible for direct salary compensation to the Robbinsville Employees and continue to pay all indirect expenses relating to salary compensation, including but not limited to payroll taxes, pension, worker's compensation, healthcare coverage, etc., for same (inclusively the "Costs").
  - iv. The Security Services referenced herein shall be provided to Hightstown by Robbinsville, through the Robbinsville Employees, for each session of the Hightstown Borough Municipal Court. Hightstown shall be responsible for all of the Costs accrued during each session, based upon the hourly rates then applicable to the Bailiff and Court Officer. These hourly rates do not include indirect expenses, which Hightstown shall be responsible for in addition to the direct hourly rate. In the event Robbinsville raises the salary

of any Robbinsville Employees, these hourly rates shall increase accordingly.

- v. It is understood that the Robbinsville Employees are not being appointed by Hightstown, but rather, their services are controlled by this Agreement.

**4. Provision of Equipment and Supplies.**

- A. Robbinsville shall provide the necessary Equipment and Supplies to Hightstown in order to allow Hightstown to effectively operate the Hightstown Borough Municipal Court
- B. In return for the provision of the Equipment and Supplies referenced herein by Robbinsville to Hightstown, Hightstown agrees to pay Forty Percent (40%) of the costs associated with the provided Equipment and Supplies.
- C. For any equipment and supplies that are Court-specific, including but not limited to letterhead and envelopes, the Party whose court the Court-specific equipment and supplies are for is responsible for procuring same and shall pay One Hundred Percent (100%) of the costs associated with such equipment and supplies.
- D. For purchases of equipment that shall be used by each Party and are expected to exceed Six Thousand Dollars (\$6,000.00) each Party agrees to split the cost of same equally. Robbinsville shall initiate the purchasing process and shall allow Hightstown an opportunity to review the proposed purchase and approve of same prior to making such purchase.

**5. Bank Accounts.** In accordance with N.J.S.A. 2B:12-1, *et seq.*, the Parties each will maintain their own general and bail account. These accounts will be maintained according to standardized financial procedures established to process and track all monies received in the municipal courts. The Parties will receive and appropriately distribute all fines generated by all cases on their respective dockets. Robbinsville and Hightstown will maintain dedicated funds in accordance with the Parking Offenses Adjudication Act (POAA) and Alcohol Education Rehabilitation and Enforcement (DWI) Act, which will be made available to their respective Municipal Courts.

**6. Liabilities.** Any liability associated with or concerning Robbinsville or Hightstown determined to exist prior to or after the Effective Date of this Agreement shall be the sole responsibility of the Party that incurred such liability.

**7. Caption.** In accordance with N.J.S.A. 2B:12-1, *et seq.*, the identities of the individual courts shall continue to be expressed in the captions of orders and process.

**8. Term.** The term of this Agreement shall commence on January 1, 2024 (the “Effective Date”) and terminate on December 31, 2024, or the date upon which the Parties execute a new agreement governing the subject matter hereof, whichever occurs sooner.

**9. Consideration.**

- A. During the term of this Agreement Hightstown shall pay to Robbinsville a quarterly fee of Eighteen Thousand Dollars (\$18,000.00) for use of the Facilities.
- B. During the term of this Agreement payment shall be made by Hightstown to Robbinsville for the Robbinsville Employees on a quarterly basis, in accordance with invoices provided by Robbinsville to Hightstown, which detail(s) the number of hours performed by the Robbinsville Employees for Hightstown during the prior quarter, and based upon the provisions of Section 3 above.
- C. During the term of this Agreement payment shall be made by Hightstown to Robbinsville for the Equipment and Supplies on a quarterly basis, in accordance with invoices provided by Robbinsville to Hightstown based upon the provisions of Section 4 above.
- D. Administrative Fee. Hightstown shall pay to Robbinsville a quarterly fee of Three Thousand Dollars (\$3,000.00) as consideration for administration of the provisions of this Agreement.
- E. Payment by Hightstown to Robbinsville shall be made within thirty (30) days of the date of each invoice or the next business day if the thirtieth day falls on a weekend or holiday designated by Robbinsville.
- F. Robbinsville, based upon its best available information and knowledge, shall provide to Hightstown by December 1, an estimate of the total payment to be made by Hightstown under this Agreement for the following year.

**10. Hold Harmless/Indemnification.**

Hightstown shall defend, indemnify and hold harmless Robbinsville, its officers, employees and agents, from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, including reasonable attorney's fees, sustained by any person or persons, including but not limited to employees of the municipality arising out of or in any way connected with Hightstown's intentional or negligent acts or omissions in connection with this Agreement.

Robbinsville shall defend, indemnify and hold harmless Hightstown, its officers, employees and agents from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, including reasonable attorney's fees, sustained by any person or persons, including but not limited to employees of the municipality arising out of or in any way connected with Robbinsville's intentional or negligent acts or omissions in connection with this Agreement.

**11. Insurance.** Robbinsville and Hightstown shall each be responsible for insuring their own officers, directors, employees, volunteers, and agents against any demand or claim, assertion of



liability, or any action founded thereon, including reasonable attorneys' fees, arising out of, or alleged to have arisen out of the performance of any activity under the terms of this Agreement.

**12. Accounting.** Accounting and records maintenance for the Parties shall be the responsibility of each Party to whom the records apply.

**13. Communications Between the Parties.**

- A. Communications between the Parties regarding the provision of the Facilities, Employees, Equipment and Supplies under this Agreement shall be directed to the Business Administrator of the respective Party; however, nothing contained within this paragraph shall prevent the Business Administrator or Mayor of either Party from contacting their counterpart for the other Party with information or suggestions regarding the Facilities, Employees, Equipment and Supplies provided hereunder.
- B. The Parties agree to meet at least annually to discuss the provision of the Facilities, Employees, Equipment and Supplies under this Agreement, the costs associated with the same, and any other matters that are relevant to the within Agreement.

**14. Termination.** This Agreement may be terminated only upon mutual written consent of the Parties.

**15. Notices.** All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the following designated municipal representatives:

- A. The designated municipal representative for Robbinsville is:

Township Clerk  
Township of Robbinsville  
2298 Route 33  
Robbinsville, New Jersey 08691

- B. The designated municipal representative for Hightstown is:

Borough Clerk  
Borough of Hightstown  
156 Bank Street  
Hightstown, New Jersey 08520

**16. Choice of Law.** Any dispute arising under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**17. Venue.** Any dispute regarding the terms of this Agreement shall be venued in New Jersey Superior Court, Mercer County.



**18. Assignment and Waiver.** The rights, duties and obligations of this Agreement may not be assigned without either Party's prior written consent and it is agreed that a failure or delay in the enforcement of any of the provisions of this Agreement by either Party shall not constitute a waiver of those provisions.

**19. Entire Agreement.** This Agreement sets forth the entire understanding of the Parties and cannot be changed or modified orally.

**20. Modification.** This Agreement may only be supplemented, amended or revised in writing, which has been duly authorized by the Parties and signed by the proper authorized representatives thereof.

**21. Mutually Drafted.** The Parties hereto acknowledge that the drafting of this Agreement is a mutual effort between the Parties and that this Agreement is not to be construed against either Party as the drafter.

**22. Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable, in any respect, by any court of competent jurisdiction, the rest of this Agreement shall nevertheless remain in full force and effect.

**23. AOC and Assignment Judge Approval.** The Parties acknowledge and agree that this Agreement is contingent upon and subject to the approval of the AOC and the Assignment Judge, and that the Agreement shall not become effective until such approval(s) have been received.

**24. Filing.** A copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year written above.

ATTEST:

**BOROUGH OF HIGHTSTOWN**

\_\_\_\_\_  
Peggy Riggio, Municipal Clerk

\_\_\_\_\_  
Susan Bluth, Mayor

ATTEST:

**TOWNSHIP OF ROBBINSVILLE**

\_\_\_\_\_  
Michele Seigfried, Municipal Clerk

\_\_\_\_\_  
David Fried, Mayor

# Resolution 2024-34

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

## **REFUNDING AN OVERPAYMENT OF A TAXI COMPANY FEE**

**WHEREAS**, pursuant to Hightstown Borough Code article 4-21-4(G)(2), taxicab companies must register all vehicles at a cost of \$100.00 per vehicle per year; and

**WHEREAS**, on December 28, 2023, Vilmas Taxi, Inc. registered a total of three (3) taxi cabs for 2024 paying a total fee of \$300.00; and

**WHEREAS**, upon review of the company application it was determined that one of the vehicles were not eligible to be registered as a taxicab; and

**WHEREAS**, the administrative assistant of the Police Department has requested that a refund be issued to Vilma's Taxi, Inc., 160 Dutch Neck Road, East Windsor, NJ 08520.

**NOW THEREFORE BE IT RESOLVED**, by the Borough Council of the Borough of Hightstown, that a refund be issued to Vilma's Taxi, Inc. 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 January 16, 2024.

---

Margaret Riggio  
Borough Clerk

# Resolution 2024-35

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

## **AUTHORIZING THE PURCHASE OF PROPRIETARY COMPUTER SOFTWARE UPGRADES AND ANNUAL HOSTING EXPENSES WITH SENSUS USA, INC. AND CORE & MAIN, LP**

**WHEREAS**, the New Jersey Local Public Contracts Law, specifically at N.J.S.A. 40A:11-4, requires that every contract awarded by the contracting agent for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by resolution of the governing body to the lowest responsible bidder after public advertising for bids and bidding therefor, unless one of the exceptions specified in N.J.S.A. 40A:11-5 applies; and,

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(dd), the Borough of Hightstown may undertake the purchase of goods or services for the support or maintenance of proprietary computer hardware and software without public bidding; and

**WHEREAS**, the need exists to upgrade the Borough's Water/Sewer Utility billing software and to provide for annual hosting (collectively, the "services") in order to optimize the Borough's data base and increase the efficiency in billing and collection operations; and

**WHEREAS**, the procurement of the services involves the type of proprietary computer hardware and software support and maintenance that is exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the Borough Administrator has negotiated agreements (the "Agreements") for the services in the total amount of \$144,785.06, which includes the initial set up, integration and sync files, on-site training and annual hosting, among other things, through December 31, 2030; and

**WHEREAS**, copies of the Agreements are attached hereto and made a part hereof; and

**WHEREAS**, it is the Borough's desire to procure the services from Sensus USA, Inc. and Core & Main, LP (a Sensus distributor) pursuant to the Agreements, for a total cost of \$144,785.06.

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

1. The purchase of the services for the Borough's Water/Sewer billing and collection from Sensus, USA, Inc. and Core & Main, LP, a Sensus distributor, pursuant to the attached Agreements, is hereby authorized.

2. The initial software, integration and sync files and on-site training costs will be made payable from Capital Bond Ordinance 2023-13.
3. Sufficient funds will be placed in the 2024, 2025, 2026, 2027, 2028, 2029 and 2030 budgets for annual hosting fees.
4. The Mayor and Borough Clerk are hereby authorized and directed to execute all documents necessary to effectuate such purchase and said officers, together with all other officers, professionals and employees of the Borough are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this Resolution.

#### **CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on January 16, 2024.

---

Margaret Riggio  
Borough Clerk

**Software as a Service Agreement**

**between**

**Borough of Hightstown  
("Customer")**

**and  
Sensus USA Inc.  
("Sensus")**

WHEREAS, Sensus and Customer entered into the Advanced Metering Infrastructure (AMI) Agreement on June 25, 2014 ("Original Agreement"); and

WHEREAS, the Original Agreement expired and the parties constructively entered into an extension of the Original Agreement.

NOW THEREFORE, the parties now desire to amend and restate the terms of their relationship by executing a new agreement which will the end constructive extension of the Original Agreement.

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 1 Year ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for a maximum of six (6) additional terms of one (1) year each ("Renewal Term"), unless the Customer provides written notice to Sensus of its desire to not renew the Agreement one hundred twenty (120) days before the end of the then existing Term. The "Term" shall refer to both the Initial Term and the Renewal Term.

**Sensus USA Inc.**

**Customer: Borough of Hightstown**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contents of this Agreement:**

Agreement  
Exhibit A    Software  
Exhibit B    Technical Support

## Agreement

### 1. General

- A. **Agreement Generally.** The scope of this Agreement includes Sensus providing the specified services, usage terms for Sensus' hosted Software solution, leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution in consideration of Customer's purchase and payment to Sensus' Authorized Distributor under separate agreement by and between Customer and Sensus' Authorized Distributor, for all such goods and services.

### 2. Software.

#### A. Software as a Service ("SaaS")

- i Sensus shall provide Customer with SaaS, as defined in Exhibit A, and Technical Support during the Term and only so long as Customer is current in its payments for such services. Upon the expiration or termination of this Agreement, Sensus will have no obligation to provide any further Services or Technical Support.
- ii Sensus will provide Technical Support for any given Release in accordance with Exhibit B for four (4) years from the date Sensus issues the Release. Sensus will provide Engineering Support of any given release for two (2) years from the date Sensus issues the Release. Notwithstanding the foregoing, in the event of a critical security vulnerability (in Sensus' reasonable discretion), Customer acknowledges (i) that in order to receive particular vulnerability or defect corrections (whether by Patch, Update or Upgrade), Customer may need to move to a more recent supported Release of the Software, and (ii) Sensus reserves the right to discontinue supporting Releases of the Software, including in the event such Software has been identified by Sensus as end of life. Sensus may declare Software "end of life" upon either (i) the relevant window of Technical Support or Engineering Support ending or (ii) becoming aware of a security incident or vulnerability.

- B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

### 3. Spectrum

- A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 2/14/2011 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

### 4. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Field Devices, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT

- B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE. WITHOUT LIMITING THE FOREGOING, SENSUS MAKES NO WARRANTIES OR PROMISE (I) THAT ITS SOFTWARE AS A SERVICE, SOFTWARE OR OTHER SERVICES WILL OPERATE IN CONJUNCTION WITH ANY SOFTWARE, SERVICES OR PRODUCTS PROVIDED BY THIRD PARTIES, (II) THAT THE OPERATION OF THE SOFTWARE AS A SERVICE OR ANY SENSUS SOFTWARE WILL BE UNINTERRUPTED OR ERROR OR VULNERABILITY FREE, OR (III) THAT ALL DEFECTS, BUGS, ERRORS OR VULNERABILITIES CAN OR WILL BE FIXED OR REMEDIATED. CUSTOMER ACKNOWLEDGES THAT SENSUS DOES NOT CONTROL THE TRANSFER OF DATA OVER THE INTERNET OR ACROSS OTHER NETWORKS, AND THE SOFTWARE AS A SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OR OPERATION OF SUCH INTERNET OR NETWORKS. SENSUS IS NOT RESPONSIBLE FOR ANY DAMAGES, INCIDENTS, DELAYS, DELIVERY PROBLEMS, OR OTHER PROBLEMS RESULTING FROM SUCH INTERNET OR NETWORK PROBLEMS. IN NO EVENT IS SENSUS RESPONSIBLE OR LIABLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SOFTWARE AS A SERVICE OR ANY SENSUS SOFTWARE THAT ARISE FROM CUSTOMER'S OR ITS THIRD PARTIES' ENVIRONMENT; FAILURE TO IMPLEMENT PATCHES, UPDATES OR UPGRADES; SYSTEMS; CONTENT; NETWORKS; OR DEVICES. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR ITS USE OF THE SOFTWARE AS A SERVICE, SENSUS SOFTWARE AND OTHER SERVICES PROVIDED UNDER THIS AGREEMENT.**

### 5. Services.

- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement. Sensus is not responsible for any problems that arise from the installation services (e.g., faulty configuration).
- B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
- F. **WAN Backhaul** connection services are not included in this Agreement.

### 6. General Terms and Conditions.

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached by Sensus from any litigation instituted against Customer in the United States by a third party to the extent alleging that the FlexNet System as provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings and any settlement. Notwithstanding the foregoing, Sensus shall have no obligation or liability under this indemnity unless Customer cooperates fully with and assists Sensus in any such proceedings and gives Sensus written notice of any claim

hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no obligation or liability hereunder if such claim is related to: (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use or in a manner that exceeds the licenses and rights provided herein. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may at its option: (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY AND OBLIGATION FOR ANY CLAIM OF INFRINGEMENT.

- B. Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates, including from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. Force Majeure.** If Sensus becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure. Notwithstanding anything herein to the contrary, in no event will Sensus be liable for the consequences or impact of any Force Majeure event.
- E. Temporary Service Suspension.** Sensus may suspend the Services without liability if: (i) Customer fails to pay Sensus or its authorized distributor when payment is due; (ii) Sensus reasonably believes that the Services are being used in violation of the Agreement; (iii) Sensus is required by applicable law or by a regulatory or government body to suspend Customer's access to the Services; (iv) a Force Majeure event requires Sensus to suspend Customer's access; or (v) there is another event for which Sensus reasonably believes that the suspension of Services is necessary to protect the Services. Sensus will give Customer advance notice of a suspension where reasonably possible under the circumstances. If a suspension is based on Customer's breach of Customer's obligations under the Agreement, Sensus may continue to charge Customer the fees for the Services during suspension.
- F. Intellectual Property Rights.**
- Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
  - Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like. Customer represents and warrants to Sensus that Customer (i) has sufficient rights in all Customer Data, to hold the Customer Data and deliver it to Sensus as required for the Services to be performed as contemplated in the Agreement, and (ii) has obtained (and is responsible for maintaining) from all individuals, persons and third parties whose personal information is contained in the Customer Data all required consents and authorizations, and has provided to all individuals, persons, and third parties the notices with respect to the collection, retention, disclosure and use of the Customer Data as contemplated for the purposes of this Agreement that are required under applicable foreign, federal and state laws and regulations, including but not limited to relevant privacy laws and regulations.
  - Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a world-wide royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment, software, or service; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement, such as the Software as a Service.
  - Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months of data collected by the FlexNet System in a format of Sensus' discretion and deliver the file to a drop location specified by Customer.
- G. Data Privacy.** Customer acknowledges and agrees that Sensus and its Affiliates (collectively, "Xylem") may collect and process personal data for the purposes outlined in this Agreement and in Xylem's then-current privacy policy. Xylem's data privacy policy is available and maintained at <https://www.xylem.com/en-us/support/privacy/> or any successor web page designated by Xylem from time-to-time. The collection and use of personal data by Customer, including providing necessary notices and obtaining required consents from end users, is Customer's sole responsibility.
- H. Right to use Feedback.** Customer grants Sensus a royalty-free, worldwide, irrevocable, perpetual license to use, aggregate, alter or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its employees and agents.
- I. Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent permitted under or required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly



confidential and shall not disclose it to any third party. Without limiting any other obligations in this Agreement, Customer shall not provide Sensus's Confidential Information to any person who designs or develops software products or services that compete with Sensus's software products and services. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it. The receiving party will return or destroy the other party's Confidential Information upon receiving written notice from the other party, provided that such return or destruction does not interfere with the receiving party's rights and obligations under this Agreement, including Sensus' right to use Customer Data. The foregoing does not require the receiving party to search its archived electronic back-up files of its computer systems for the other party's Confidential Information to purge such Confidential Information from its archived files; provided, however, that the receiving party must: (i) maintain the confidentiality of such archived Confidential Information as if this Agreement were still in effect and (ii) not use such archived Confidential Information for any purpose.

- J. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
    - i. **Export Control Laws.** Customer shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
    - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
  - K. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
  - L. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent: (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
  - M. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
  - N. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
  - O. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
  - P. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
  - Q. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
  - R. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
7. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. "**Affiliate**" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either: (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
  - B. "**Confidential Information**" means any and all non-public information of either party, including all technical or performance information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party. For the avoidance of doubt, information about the performance, operation, specifications, or features of the Services and FlexNet System is the Confidential Information of Sensus.
  - C. "**End User**" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
  - D. "**Engineering Support**" means providing Patches and Updates to Software.
  - E. "**Field Devices**" means the SmartPoint Modules .



- F. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- G. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- H. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, pandemic, illegal misconduct, sabotage, interruptions in power, communications or Internet service, acts of governments or government-backed actors, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, embargoes, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- I. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- J. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- K. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- L. **"LCM"** identifies the load control modules.
- M. **"Licensed Software"** means the Software licensed hereunder pursuant to the terms of the Agreement.
- N. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- O. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults, vulnerabilities and defects found in the Software. For clarity, Patches are not Updates or Upgrades.
- P. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- Q. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- R. **"Release"** means both Updates and Upgrades.
- S. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- T. **"RF"** means Radio Frequency.
- U. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- V. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- W. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- X. **"Security Breach"** means a cybersecurity incident whereby an unauthorized third party intentionally compromises the security of Customer's tenant environment in Sensus' Software as a Service solution and gains access to Customer's tenant environment and data.
- Y. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- Z. **"Server Hardware"** means the RNI hardware.
- AA. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- BB. **"Software"** means all the Sensus proprietary software provided as a service pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- CC. **"Technical Support"** means the services set forth on Exhibit B.
- DD. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- EE. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- FF. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A  
Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the SaaS that Sensus shall provide to Customer if both: (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

SaaS is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's Software tenant in Sensus' (or its subcontractor's) data centers. In a Software as a Service solution, Sensus owns (or has third parties operate or provide on its behalf) all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the Applications listed below. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics Software
- Utility Data Lake

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the Applications. Each Application will have a production and disaster recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but the Agreement has not expired or terminated, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. **Software as a Service means only the following services:**

- i. Sensus will provide the use of required hardware and or virtual environments, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Applications.
- iii. Sensus will provide Patches, Updates, and Upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
  - a. Network addresses and virtual private networks (VPN)
  - b. Standard time source (NTP or GPS)
  - c. Security access points
  - d. Respond to relevant alarms and notifications.
- v. Capacity and performance management. Sensus will:
  - a. Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e., database, backspool, logs, message broker storage, etc.)
  - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
  - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
  - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
  - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
  - a. Implement the data retention plan and policy and will provide the policy upon request.
  - b. Monitor space and capacity requirements.
  - c. Respond to database alarms and notifications.
  - d. Install database software Upgrades and Patches.
  - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.

- vii. Incident and Problem Management. Sensus will:
  - a. Proactively monitor managed systems (24x7x365) for key events and thresholds to detect and identify incidents.
  - b. Respond to incidents and problems that may occur to the Application(s).
  - c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
  - d. Correlate incidents and problems where applicable.
  - e. Sensus personnel will use the self-service portal to document and track incidents.
  - f. In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
  - g. Maintain responsibility for managing incident and problems through resolution (which may include workarounds) and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
  - h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
  - a. Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is secure, consistence with NIST security standards.
  - b. Perform intrusion prevention and detection of the data center network and firewalls and monitor logs and alerts.
  - c. Conduct periodic penetration testing of the network and data center facilities.
  - d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
  - e. Perform anti-virus and Malware patch management on systems.
  - f. Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
  - g. Respond to threats found on the system and work to eliminate any virus or malware found.
  - h. Adhere to and submit certification to NERC/CIP Cyber Security standards.
  - i. Monitors industry regulations/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the Sensus security team.
  - j. Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
  - a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
  - b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
  - c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
  - d. Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
  - e. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
  - f. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
  - g. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives ("RTO") and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
  - h. The Application shall have a "RTO" of forty-eight (48) hours.
  - i. The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hour, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
  - j. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.
- E. **Customer Responsibilities:**
  - i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
  - ii. Participate in all required configuration and change management procedures.
  - iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
  - iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
  - v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
  - vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
  - vii. Responsible for local area network security, configuration, management, and support.
  - viii. Identify and research problems with meter reads and meter read performance.
  - ix. Create and manage user accounts, and periodically change and update account credentials with strong passwords in accordance with security best practices.
  - x. Customize application configurations.
  - xi. Support application users.
  - xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
  - xiii. Respond to alarms and notifications.
  - xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
  - xv. Maintain industry standard cybersecurity controls, standards, and best practices.
  - xvi. Monitor for and promptly implement Patches, Updates, and Upgrades, both as provided by Sensus and other third-party software and hardware providers.

- F. **Software as a Service** does not include any of the following services:
- Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
  - Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

## 2. Further Agreements

### A. System Uptime Rate.

- Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

### ii. Calculations

- Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
- Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

### iii. Exceptions. Exceptions mean the following events:

- Force Majeure;
  - Emergency Work, as defined below; and
  - Lack of Internet Availability, as described below.
- Emergency Work.** In the event that Force Majeure, emergencies, security incidents, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
  - Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

### iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of Service Level Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit accrues. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE

AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
- The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
  - Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
  - Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
  - Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
  - Dry pipe pre-action fire detection and suppression systems are provided.
  - Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. Responsibilities of Customer.**
- Customer shall promptly pay all Software as a Service fees.
  - Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
  - The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
  - Upon receiving the system administrator account from Sensus, Customer shall create strong username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames, and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames, or passwords. Customer will ensure that its user ID and passwords are regularly (at least monthly) changed, and that only strong user ID and password pairs are used.
  - Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).
- D. Software Solution Components.**
- Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
  - Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas) and other sensing devices.
  - Utility Data Lake.** Subject to the terms of this Agreement, Sensus will make the Utility Data Lake ("UDL") available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. Sensus shall provide up to three (3) years of FlexNet System data and scan up to five hundred (500) GB per month of FlexNet System data. If Customer exceeds the allotment of five hundred (500) GB per month of scanned data (regardless of the access method) an overage charge will be assessed to Customer and be payable according to the terms outlined by Sensus authorized distributor. Sensus will also provide Customer UDL training, which includes up to eight (8) hours of professional services consulting time.

### 3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

- A. Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:
- Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end username, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
  - In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system

- (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
  - iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
  - v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
  - vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from: (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
  - vii. **Customer Acknowledgements.**
    - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
    - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
    - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting and indemnifies Sensus for any claims resulting therefrom.
    - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
    - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.
    - f. Customer acknowledges that data will be stored for three (3) years from upload and Sensus may delete the data after this time or upon termination of the Agreement.

#### 4. Third Party Software.

- A. Sensus incorporates various third-party software in its Software, and such third-party software may change from time to time. Sensus takes reasonable efforts to implement patches or other fixes as they become available in accordance with a particular version's Engineering Support policy. Upon written request by Customer, Sensus shall provide a software bill of materials (SBOM) in a file format of Sensus' discretion which lists the third-party software applications and versions incorporated in the Sensus Software. To the extent required by a third-party software provider, Customer hereby agrees to abide by a third-party's end-user license agreement (EULA).



**Exhibit B**  
**Technical Support**

1. **Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a. The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b. The local distributor.
- c. Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. **Support Categories**

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. **Support Hours**

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. **Support Procedures**

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.
  - a. Severity Levels Description:

**Sev1** Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

**Sev2** Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

**Sev3** The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.
- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
  - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
  - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
  - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the

ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> <li>Satisfactory workaround is provided.</li> <li>Program patch is provided.</li> <li>Fix incorporated into future release.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> </ul>
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> <li>Satisfactory workaround is provided.</li> <li>Program patch is provided.</li> <li>Fix incorporated into future release.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> </ul>
3	1 Business Day	30 business days	<ul style="list-style-type: none"> <li>Answer to question is provided.</li> <li>Satisfactory workaround is provided.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> <li>Fix incorporated into future release.</li> </ul>

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
  - 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
  - 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
  - 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.
- 7.3. In the event customer submits a ticket for a version of the Software outside of the Engineering Support window and is not able to resolve the problem without engineering resources. Sensus shall have no obligation to provide Engineering Support and Customer shall upgrade to the most current version of the Software.
- 7.4. Customer acknowledges that not all problems and bugs with the Software may or can be fixed. The Software and Software as a Service (including third party software used in connection with the Software as a Service) may have security vulnerabilities. Sensus may address vulnerabilities with its Software through Patches, Updates or Upgrades that it makes available from time-to-time. As between the parties, Customer has the obligation to timely implement Patches, Updates and Upgrades.



### **SENSUS ANALYTICS ENHANCED AGREEMENT**

This Sensus Analytics Enhanced Agreement ("Agreement") is entered into on the 8<sup>th</sup> day of January, 2024, between the Borough of Hightstown (the "Borough") and Core & Main LP ("Core & Main").

WHEREAS, the Borough has previously entered into an agreement for the purchase of a Sensus AMI meter system with Logic MDM; and

WHEREAS, the scope of the agreement related to Logic MDM will expire at the end of calendar 2024; and The Borough has prepaid for the Logic MDM annual hosting fees through 9/4/2024. If the upgrade is completed prior to that date there will be a prorated credit on the hosting fees already paid on Core and Main invoice T654981; and

WHEREAS, the Borough has chosen to upgrade from Logic MDM to Sensus Analytics Enhanced, a hosted system where Software as a Service ("SaaS") will be provided by Sensus USA, Inc. ("Sensus"), the manufacturer of the AMI System; and

WHEREAS, the Borough and Core & Main desire to enter into an agreement wherein Core & Main, as the Sensus distributor, will invoice the Borough for the SaaS Sensus Analytics Enhanced fees.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Core & Main, as Sensus' authorized distributor, will invoice the Borough in accordance with pricing set forth in its proposal # 3275782, attached hereto.

2. The Borough may terminate this Agreement for convenience at any time. In the event of termination, annual fees will be refundable on a pro rata basis, while one-time setup, integration and training fees are non-refundable.

4. Core & Main will invoice the Borough for the Annual SaaS Fees thirty (30) days prior to each SaaS Annual Billing Date which is to be determined at a later date. Unless otherwise directed in writing by both Sensus and Core & Main, the Borough will remit its payments directly to Core & Main on or before the SaaS Annual Billing Date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date first written above.

**[Signatures on following page.]**

Borough of Hightstown

Core & Main LP

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## Bid Proposal for Logic to SA Annual Fees 7yr

CUSTOMER	<b>HIGHTSTOWN BOROUGH OF</b> 156 BANK ST HIGHTSTOWN, NJ 08520	<b>Job</b> Logic to SA Annual Fees 7yr Hightstown, NJ Bid Date: 12/19/2023 Bid #: 3275782
	<b>Sales Representative</b> Kayla Schultz (M) 845-625-4768 (T) 845-625-4768 Kayla.Schultz@coreandmain.com	<b>Core &amp; Main</b> 61 Gross Ave Edison, NJ 08837 (T) 7322251039
CONTACT		
NOTES		



## Bid Proposal for Logic to SA Annual Fees 7yr

### HIGHTSTOWN BOROUGH OF

Job Location: Hightstown, NJ

Bid Date: 12/19/2023

Core & Main 3275782

### Core & Main

61 Gross Ave

Edison, NJ 08837

Phone: 7322251039

Fax: 7322255313

Seq#	Qty	Description	Units	Price	Ext Price
10		<b>SOFTWARE UPGRADE</b>			
20	1	SENSUS ANALYTIC SET UP FEE 0-5K SERVICES WATER 5396383700521A	EA	3,750.00	3,750.00
30	1	SENSUS ANALYTICS INTEGRATION STANDARD BILLING & SYNC FILES PS SA STANDARD	EA	5,000.00	5,000.00
40	1	SENSUS RNI ON-SITE TRAINING ED RNI ONSITE	EA	5,000.00	5,000.00
60		<b>ANNUAL HOSTING/FOR REFERENCE</b>			
70	1	SENSUS ANNUAL RNI SAAS FEE YR1 MS RNI SAAS	EA	7,324.45	7,324.45
80	1	SENSUS ANALYTIC ENHANCED YR1 ANNUAL FEE 0-5K SERVICES 5396383700535A	EA	6,250.00	6,250.00
90	1	M50/M100 EXTENDED WARRANTY YR1 SAAS METRO PM M50/M100 WAR	EA	3,517.00	3,517.00
110	1	SENSUS ANNUAL RNI SAAS FEE YR2 MS RNI SAAS	EA	7,544.45	7,544.45
120	1	SENSUS ANALYTIC ENHANCED YR2 ANNUAL FEE 0-5K SERVICES 5396383700535A	EA	6,437.78	6,437.78
130	1	M50/M100 EXTENDED WARRANTY YR2	EA	3,626.00	3,626.00
150	1	SENSUS ANNUAL RNI SAAS FEE YR3 MS RNI SAAS	EA	7,770.00	7,770.00
160	1	SENSUS ANALYTIC ENHANCED YR3 ANNUAL FEE 0-5K SERVICES 5396383700535A	EA	6,630.00	6,630.00
170	1	M50/M100 EXTENDED WARRANTY YR3	EA	3,738.15	3,738.15
190	1	SENSUS ANNUAL RNI SAAS FEE YR4 MS RNI SAAS	EA	8,003.34	8,003.34
200	1	SENSUS ANALYTIC ENHANCED YR4 ANNUAL FEE 0-5K SERVICES 5396383700535A	EA	6,828.89	6,828.89
210	1	M50/M100 EXTENDED WARRANTY YR4	EA	3,853.78	3,853.78
230	1	SENSUS ANNUAL RNI SAAS FEE YR5 MS RNI SAAS	EA	8,243.34	8,243.34
240	1	SENSUS ANALYTIC ENHANCED YR5 ANNUAL FEE 0-5K SERVICES 5396383700535A	EA	7,034.45	7,034.45
250	1	M50/M100 EXTENDED WARRANTY YR5	EA	3,972.98	3,972.98
270	1	SENSUS ANNUAL RNI SAAS FEE YR6	EA	8,491.12	8,491.12
280	1	SENSUS ANALYTIC ENHANCED YR6	EA	7,245.56	7,245.56
290	1	M50/M100 EXTENDED WARRANTY YR6	EA	4,095.87	4,095.87
310	1	SENSUS ANNUAL RNI SAAS FEE YR7	EA	8,745.56	8,745.56
320	1	SENSUS ANALYTIC ENHANCED YR7	EA	7,463.34	7,463.34
330	1	M50/M100 EXTENDED WARRANTY YR7	EA	4,219.00	4,219.00



Bid Proposal for Logic to SA Annual Fees 7yr

Bid #: 3275782

Seq#	Qty	Description	Units	Price	Ext Price
				<b>Sub Total</b>	<b>144,785.06</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>144,785.06</b>
<p>UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE &amp; MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <a href="https://coreandmain.com/TandC/">https://coreandmain.com/TandC/</a></p>					



# Resolution 2024-36

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

## **DECLARING PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR PUBLIC USE**

**WHEREAS**, the Borough of Hightstown has determined that the property described on Schedule A attached hereto and incorporated herein is no longer needed for public use; and

**WHEREAS**, the Purchasing Agent has determined that the fair market value of Schedule A, in its entirety, does not exceed 15% of the Borough's bid threshold (\$6,600.00) and therefore can be sold privately; and

**WHEREAS**, any funds received from the sale of the property listed in Schedule A will be deposited in the Borough's current fund account.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Borough Council of the Borough of Hightstown in the County of Mercer, State of New Jersey, that the Borough is hereby authorized to sell the surplus personal property as indicated on Schedule A through private sale pursuant to N.J.S.A. 40A:11-36.

### **CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on January 16, 2024.

---

Margaret Riggio  
Borough Clerk

**Schedule “A”**

**Hightstown Borough  
Surplus of Personal Property  
January 16, 2024**

	<b><u>DESCRIPTION</u></b>	<b><u>VIN #</u></b>
1995	Chevy Astro Van	1GNDM19WOSB119958
1990	Toro Groundsmaster 345	3078900545
1997	Ford Crown Victoria	2FALP71WXVX213900
2004	Ford Crown Victoria	2FAHP71W44X106040
2008	Ford Crown Victoria	2FAHP71V18X118188
2008	Ford Crown Victoria	2FAHP71V88X118186
2008	Ford Crown Victoria	2FAHP71VX8X118187
2004	Dodge Durango	1D4HB58D14F134152
2001	Ford Crown Victoria	2FAFP72W91X205826

# Resolution 2024-37

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

## **RESOLUTION MAKING AND CONFIRMING PROSECUTOR AND PUBLIC DEFENDER FOR 2024**

**BE IT RESOLVED** that the following appointments are hereby made and confirmed by the Mayor and Council of the Borough of Hightstown:

### **Public Defender**

John W. Hartmann	1 yr.	December 31, 2024
------------------	-------	-------------------

### **Alternate Public Defender**

Mario Zapicchi	1 yr.	December 31, 2024
----------------	-------	-------------------

### **Prosecutor**

Christopher Koutsouris	1 yr.	December 31, 2024
------------------------	-------	-------------------

### **Alternate Prosecutors**

Brendan Moles, Esq	1 yr.	December 31, 2024
Katherine Gemdson, Esq	1 yr.	December 31, 2024

### **CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on January 16, 2023.

---

Margaret Riggio  
Borough Clerk



# Resolution 2024-38

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

## **RESOLUTION AUTHORIZING THE PROVISION OF A CONTRIBUTION TO THE HIGHTSTOWN FIRST AID SQUAD, INC., FOR PUBLIC SERVICES.**

**WHEREAS**, the Hightstown First Aid Squad, Inc. (the “HFAS”) is a 501(c)(3) charitable entity which is funded by donations from individuals and organizations; and

**WHEREAS**, the HFAS responds to 911 medical and traumatic emergencies within the Borough of Hightstown (the “Borough”), and provides support for the Hightstown Police Department and the Hightstown Fire Department when needed; and

**WHEREAS**, the priority coverage area of the HFAS involves the Borough and the New Jersey Turnpike area, along with the provision of mutual aid to neighboring communities as needed; and

**WHEREAS**, in return for the public services provided by the HFAS to the Borough and its residents, the Borough wishes to provide a contribution to the HFAS, subject to certain conditions as set forth herein.

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

1. That the Borough hereby allocates the sum of \$31,300.00 as a contribution to be provided to the HFAS for the year 2024 for the public services that it provides.
2. That the provision of funding specified in paragraph 1 above to the HFAS shall be conditioned upon the following:
  - a. All funds contributed by the Borough to the HFAS shall be utilized by the HFAS for the public purpose associated with providing emergency medical services to the Borough and its residents;
  - b. The HFAS shall provide an accounting on an annual basis to the Borough, itemizing the public purpose(s) for which the funding provided by the Borough during the prior year was spent. Such annual accounting shall be provided to the Borough no later than January 31<sup>st</sup> of the following year;
  - c. The HFAS shall be responsible for all of its own ordering and purchasing of materials and/or services relating to the public purpose of providing public emergency medical services. The staff and/or resources of the Borough shall not be utilized for such purposes;
  - d. The HFAS must pay for its own building related costs, including but not limited to insurance, utilities and any and all other expenses, and all invoices

relating to such must be directed and sent to the HFAS rather than to the Borough;

- e. Any purchased supplies by the HFAS are to be shipped to the HFAS building, rather than to the Borough's municipal offices; and
  - f. The HFAS will be responsible for its own insurance coverage; however, the Borough shall cover workers' compensation insurance for the HFAS and shall be responsible for the provision of insurance relating to any Borough-owned vehicle(s) which are utilized by the HFAS.
- 3. That the provision of continued contributions from the Borough to HFAS shall be at the sole discretion of the Mayor and Council on an annual basis.
  - 4. That a certified copy of this Resolution shall be provided to each of the following:
    - a. Hightstown First Aid Squad, Inc.;
    - b. Dimitri Musing, Borough Administrator;
    - c. George Lang, CFO;
    - d. Gerard Stankiewicz, Borough Auditor; and
    - e. 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 January 16, 2024.

---

Margaret Riggio  
Borough Clerk

# Resolution 2024-39

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

## **RESOLUTION AUTHORIZING THE HIGHTSTOWN FIRST AID SQUAD, INC. TO UTILIZE CERTAIN BOROUGH-OWNED RADIOS IN CONNECTION WITH ITS PROVISION OF EMERGENCY MEDICAL SERVICES.**

**WHEREAS**, the Borough of Hightstown (the “Borough”) has purchased certain radios for use in connection with emergency services; and

**WHEREAS**, the approximate cost of the radios amounts to \$30,000.00; and

**WHEREAS**, the Borough wishes to allow the Hightstown First Aid Squad, Inc. (the “HFAS”) to utilize the radios in connection with the public services that it provides to the residents of the Borough, as well as the general public, pursuant to certain conditions.

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

1. That the Borough hereby permits the HFAS to utilize the radios referenced above conditioned upon the following:
  - a. The radios shall remain the property of the Borough;
  - b. The radios may only be utilized by the HFAS during such time as the HFAS continues to provide emergency medical services to the Borough;
  - c. If the Borough determines that the services of the HFAS are no longer required, or should the HFAS dissolve as a charitable entity, then the radios must be returned to the Borough; and
  - d. The radios must be returned to the Borough at any time, should the Mayor and Council so choose in their sole discretion.
2. That a certified copy of this Resolution shall be provided to each of the following:
  - a. Hightstown First Aid Squad, Inc.;
  - b. Dimitri Musing, Borough Administrator;
  - c. George Lang, CFO;
  - d. Gerard Stankiewicz, Borough Auditor; and
  - e. 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 January 16, 2024.

---

Margaret Riggio  
Borough Clerk

# Resolution 2024-40

*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 January 16, 2024, at the Hightstown Firehouse Hall, 140 North Main Street, Hightstown, 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 – Hightstown Firehouse Hall Rental 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 April 16, 2024, 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 January 16, 2024.

---

Margaret Riggio  
Borough Clerk